

**Commissioners Court -- OCTOBER 24, 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 24, 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 2023 as Mediation Awareness Month. **INGALSBE**
2. Adopt a Proclamation supporting Operation Green Light for Veterans in Hays County. **INGALSBE/PRATHER**
3. Adopt a Proclamation observing October 23, 2023 as the Michael Hernandez Day of Service. **BECERRA/SMITH/PRATHER**
4. Adopt a Proclamation recognizing November 4, 2023 as Harvey Miller Day of Service. **BECERRA**
5. Presentation of Hays County Employee Service and Retirement Awards. **BECERRA/MILLER**

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 October 10, 2023. **BECERRA/CARDENAS**
5. Approve the payment of the October 31, 2023 payroll disbursements in an amount not to exceed \$4,850,000.00 effective October 31, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/DORSETT**
6. Authorize the execution of the "Resolution Approving Assignment of Private Activity Bond Authority to Texas Department of Housing and Community Affairs (TDHCA); and Containing Other Provisions Relating to the Subject", regarding the Capital Area Housing Finance Corporation (CAHFC) application to facilitate a Single Family Mortgage Orientation Program. **COHEN/INGALSBE**
7. Authorize the execution of a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Northside Village, Williamson County, Texas. **COHEN/INGALSBE**
8. Authorize the purchase of X-ray machine roller tables that are used by Pct.1 Building Security at the Government Center in the amount of \$4,196.00; authorize a purchasing waiver requiring three quotes and amend the budget accordingly. **INGALSBE/T.CRUMLEY**
9. Approve out-of-state travel for Assistant Criminal District Attorneys, Allison Buess and Christopher Griffith to attend the Arson and Explosive for Prosecutor Course in Huntsville, Alabama. **SMITH**
10. Authorize payment to Gruene Harley-Davidson for FY23 repairs and maintenance to two (2) Harley-Davidson motorcycles totaling \$2,634.43 for the Hays County Constable, Pct. 4 Office, in which purchase orders were not obtained per the Hays County Purchasing Policy. **SMITH/HOOD**
11. Approve the reappointment of Andy Cable, Scott Brown and John Anderson to the Board of Emergency Services District #7 for two year terms ending December 31, 2025. **SHELL**
12. Authorize the County Judge to execute a work order between Hays County and Security One, Inc. to replace one of the cameras in the PCT. 3 Courtroom in the amount of \$748.34 and amend the budget accordingly. **SHELL/T.CRUMLEY**
13. Ratify the submission of a grant application to the Firehouse Subs Public Safety Foundation in the amount of \$24,447.39. **SHELL/T.CRUMLEY**
14. Authorize the renewal of the Hays County Accident Insurance Policy with La Vernia Insurance Agency related to all authorized volunteers at a premium renewal rate of \$300.00. **BECERRA/MILLER**
15. Authorize the County Judge to execute a work order with CureMD for one additional Health Department inventory module user license in the amount of \$99.00. **INGALSBE/T.CRUMLEY**
16. Approve the cancelation of Commissioners Court on January 9 & 23, February 13 & 20, March 5 & 19, April 2, 16 & 30, May 14 & 28 and June 11 & 25. **INGALSBE**
17. Authorize the submission of a grant application to the United States Department of Agriculture (USDA), Community Wildfire Defense Grant program in the amount of \$249,650.00. **BECERRA/T.CRUMLEY/JONES**
18. Authorize the submission of a grant application to the Texas Historical Commission, Certified Local Government Grant Program in the amount of \$30,000.00 with a \$60,000 local match. **BECERRA/T.CRUMLEY**
19. Approve contract change order 1, increase \$53,125.94, with Myers Concrete Construction, LP pursuant to IFB 2021-B05 Concrete Contractor for additional perimeter sidewalk work required for the Courthouse Grounds Renovation Project. **INGALSBE/T.CRUMLEY**
20. Approve renewal of IFB 2020-B02 Hauling Solid Waste with Texas Disposal Systems and Central Texas Refuse, LLC. for one (1) additional year, with the proposed price changes from Texas Disposal Systems, increasing their contract 8%. **BECERRA/T.CRUMLEY**

21. Authorize the execution of the Sixth Amendment to RFP 2020-P02 Countywide Janitorial Services between Hays County and Pritchard Industries. **BECERRA/T.CRUMLEY**
22. Approve out-of-state travel for Cpl. Garrett Dominguez and Mobile Crisis Outreach Liaison Erin Barker to attend the NTOA Crisis Negotiations Conference on November 13-16, 2023, in Scottsdale, AZ. **INGALSBE/CUTLER**
23. Authorize the Development Services Department to obtain professional services with Eric O'Neil for the creation of a Python script for County GIS and MyPermitNow services, authorize a purchasing policy waiver and amend the budget accordingly. **SHELL/PACHECO**
24. Approve out-of-state travel for Lieutenant Matt Wasko to attend the Use of Force Summit on November 28-30, 2023, in Uncasville, CT. **INGALSBE/CUTLER**
25. Authorize the Sheriff's Office to procure a credit card in an amount not to exceed \$5,000.00 from the County depository account. **INGALSBE/CUTLER**
26. Authorize a three-year (3) Focus Complete Care Service Plan for \$10,925.00 with ZNET Tech, LLC for FARO, a 3D measuring tool used by the Sheriff's Office for investigative purposes. **INGALSBE/CUTLER**
27. Authorize the Historical Commission Office to purchase consumable treats for the Kyle Depot to participate in the City of Kyle annual "Trick or Treat" event. **COHEN/COKER**
28. Authorize the Veteran's Administration Office to request a \$50,000.00 increase for client services for grant year 2023-2024 at the quarterly Texas Veterans Commission meeting in November 2023. **INGALSBE/PRATHER**
29. Accept the resignation of Dennis Lane from the Board of Emergency Services District #1 and approve the appointment of Dan O'Brien to serve the remainder of the term ending December 31, 2024. **SMITH**
30. Accept delivery of the Quarterly Internal Examination Reports for the Justice of the Peace Precinct 2 Office, Justice of the Peace Precinct 3 for the period of Jan 2023 to March 2023, Parks Department and Health Department for the period of April 2023 to June 2023, and Parks Department for the period of July 2023 to September 2023. **VILLARREAL-ALONZO**
31. Authorize the execution of a First Amendment to the Funding Agreement between Hays County and the City of Kyle for Purposes of a Hays County Citizen Reporting System. **INGALSBE**

H.

ACTION ITEMS

I.

ROADS

1. Discussion and possible action to authorize the Court to execute a Non-Standard Utility Agreement in the amount of \$83,550.00 with County Line Special Utility District for the relocation of existing facilities in conflict with the FM 2001 East Safety Improvements project from Graef Road to Southeast of SH 21 in Precinct 1, amend the budget accordingly, and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(C). **INGALSBE/BORCHERDING**
2. Hold a public hearing with possible action to establish a No Dumping zone on Goforth Road and Rohde Road. **INGALSBE/BORCHERDING**
3. Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release the Letter of Credit #55110289 in the amount of \$1,202,038.38 and accept the 3-year maintenance bond #30189377 in the amount of \$27,033.60 for Mansions of Buda/Suffield Drive. **COHEN/BORCHERDING**
4. Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release the Letter of Credit #FTFC-23234 in the amount of \$2,553,164.45 and acceptance of the 2-year maintenance bond #355371K in the amount of \$129,932.25 for Waterstone Unit B. **INGALSBE/BORCHERDING**

5. Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #LICX1975193 in the amount of \$1,310,079.50 and acceptance of the 2-year maintenance bond #341695J in the amount of \$91,551.55 for the Hymeadow subd., Section 3, Phase 4. **INGALSBE/BORCHERDING**
6. Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #30171067 in the amount of \$2,200,902.44 and acceptance of the 2-year maintenance bond #EACX4027628 in the amount of \$153,907.66 for Sunset Oaks subd., Section 4, Phase 3A. **INGALSBE/BORCHERDING**

J.

SUBDIVISIONS

1. PLN-2247-PC; Call for a Public Hearing on November 7, 2023, followed by discussion and possible action regarding Stagecoach Ranch, Sec 2, Lot 19E, Replat. **SHELL/PACHECO**
2. PLN-2272-PC; Call for a Public Hearing on November 7, 2023, followed by discussion and possible action regarding 3-G Ranch, Sec 1, Lot 1-A, Vacate and Replat. **INGALSBE/PACHECO**
3. PLN-2321-NP; Discussion and possible action regarding the ratification of the Vista West Ranches, Lot 12, Final Plat. **SHELL/PACHECO**
4. PLN-2313-NP; Hawk Ridge, Phase 2 Subdivision (27 Lots). Discussion and possible action to accept the Performance Bond No. 4467851 in the amount of \$828,300.00 for street, erosion, and drainage improvements & seek final determination for the final plat. **SMITH/BORCHERDING/PACHECO**

K.

MISCELLANEOUS

1. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Friends of the Buda Public Library regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SMITH**
2. Discussion and possible action to authorize the execution of the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Driftwood Historical Conservation Society regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SMITH**
3. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and the Greater San Marcos Partnership regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SHELL**
4. Discussion and possible action to the execution of Work Authorization #5 in the amount of \$27,792.00 between Hays County and Half Associates, Inc., related to the 2020 Parks and Open Space Bond Program Master Services Agreement. **SHELL/T.CRUMLEY**
5. Discussion and possible action to authorize Countywide Operations/Local Health Department to convert the Outreach Specialist slot 1127-002 from a three-quarter time position to a full-time position effective August 1, 2023, and inactivate the Community Program Manager position 0238-001. **COHEN/T.CRUMLEY**
6. Discussion and possible action to authorize an agreement between the Hays County Parks Department and ColorMix Graphics in the amount of \$5,000.00 for logo and branding development for the Hays County Parks Department. **SHELL/T.CRUMLEY**
7. Discussion and possible action to authorize the County Judge to execute an agreement between Hays County and L.D. Tebben Company for the installation of gutters to the Thermon building in the amount of \$9,450.00. **SHELL/T.CRUMLEY**
8. Discussion and possible action to authorize the County Judge to execute an Additional Services Proposal with Hellmuth, Obata & Kassabaum, LP (HOK) for construction phase services related to the Jail Attorney Visitation project. **INGALSBE/SHELL/CUTLER**

9. Discussion and possible action to adopt a resolution appointing Commissioner Michelle Cohen to the Board of Directors of the Capital Area Housing Finance Corporation, effective November 1, 2023. **INGALSBE**
10. Discussion and possible action to re-grade the Field Operations Coordinator position in the Elections Administration Office effective 11/1/2023 and amend the budget accordingly. **BECERRA/MILLER**
11. Discussion and possible action to adopt the Hays County FY 2024 Holiday Calendar. **INGALSBE**
12. Discussion and possible action to authorize the Hays County Health Department to provide flu vaccines to county employees and their eligible dependents enrolled in the county health plan. **INGALSBE/MILLER**
13. Discussion and possible action authorizing the execution of a Product Schedule and Order Agreement with Ricoh USA, Inc. to add a printer/copier for the Purchasing Office, \$163.50 monthly. **COHEN/SMITH/HUNT**
14. Discussion and possible action to award RFP 2023-P11 Property & Liability Insurance to Texas Association of Counties and authorize staff and the District Attorney Civil Division to negotiate a contract. **BECERRA/MILLER**
15. Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement (ILA) between Hays County and the City of Wimberley regarding floodplain administration and environmental health services for a period not to exceed 12 months. **SHELL/PACHECO**
16. Discussion and possible action to authorize Constable Pct. 3 to utilize Classic Collision for vehicle repairs to a 2023 leased Tahoe and amend the budget accordingly. **SHELL/MONTAGUE**
17. Discussion and possible action to authorize the Hays County Treasurer to hire a temporary full-time employee effective October 30, 2023 through December 29, 2023 to assist in the Compliance Division and amend the budget accordingly. **BECERRA/TENORIO**
18. Discussion and possible action to authorize the Constable Pct. 3 Office to utilize Lower Colorado River Authority (LCRA) for vehicle equipment removal and installation services and amend the budget accordingly. **SHELL/MONTAGUE**

L.

EXECUTIVE SESSIONS

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

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

M.

STANDING AGENDA ITEMS

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

1. Discussion and possible action related to the burn ban. **BECERRA**
2. Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
3. Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **INGALSBE/CUTLER**
4. Discussion and possible action regarding Hays County's use of federal or other grant funding related to COVID-19 response including but not limited to the American Rescue Plan Act (ARPA) and the Emergency Rental Assistance Program (ERAP). **BECERRA**
5. Updates of community health assessment by local health department. **BECERRA**

6. Discussion and possible action related to proposed bills in the 87th Regular Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071. **SMITH**
7. Updates on measurable advancement of Pretrial Services to include the areas of staffing, equipment, training, operations and policy, by Director of Pre-Trial Services Randy Focken. **BECERRA**

N. ADJOURNMENT

**Posted by 5:00 o'clock P.M. on the 20th 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: 10/24/2023

Requested By:

Martha Joyce, Central Texas Dispute Resolution Center Director

Sponsor:

Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation recognizing October 2023 as Mediation Awareness Month. **INGALSBE**

Summary

Please see attached Proclamation.

Attachments

Mediation Proclamation



**PROCLAMATION RECOGNIZING OCTOBER 2023 AS
MEDIATION AWARENESS MONTH**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, The Hays County Dispute Resolution Center was conceived in 2009 and renamed Central Texas Dispute Resolution Center in 2015; and

WHEREAS, the Central Texas Dispute Resolution Center serves Caldwell, Comal, Hays, and Guadalupe counties in the areas of community, civil, family, divorce and child custody disputes and offers services to over half a million people in its service and ancillary areas; and

WHEREAS, one hundred eighty + cases are mediated annually and each court case that is settled by the Central Texas Dispute Resolution Center saves the county five thousand dollars a day in court time; and

WHEREAS, Central Texas Dispute Resolution Center hosts Minimum Continuing Legal Education for attorneys and mediators alike in surrounding counties and conducts peer mediation training that teaches local students lifelong conflict resolution skills.

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

MEDIATION AWARENESS MONTH

ADOPTED THIS THE 24TH 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: 10/24/2023

Requested By: Commissioner Ingalsbe / Jude Prather, Hays County Veteran Services Officer

Sponsor: Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation supporting Operation Green Light for Veterans in Hays County. **INGALSBE/PRATHER**

Summary

Please see attached Proclamation.

Attachments

Operation Green Light Back Up
Proclamation - Operation Green Light

JOIN OPERATION GREEN LIGHT FOR VETERANS



America's counties have a long and proud history of serving our nation's veterans, a legacy that continues to this day as we work with our federal, state and local partners to ensure that the former service members in our communities have access to the resources they need to thrive.

This coming Veterans Day, the National Association of Counties (NACo) and the National Association of County Veteran Service Officers (NACVSO) invite the nation's 3,069 counties, parishes and boroughs to **join Operation Green Light and show support for veterans by lighting our buildings green from November 6 to November 12**. By shining a green light, county governments and our residents will let veterans know that they are seen, appreciated and supported.

HOW TO JOIN

- Visit www.naco.org/operationgreenlight to access the Operation Green Light for Veterans County Toolkit.
- Use the County Toolkit template to pass a resolution declaring your county's participation in Operation Green Light for Veterans.
- Coordinate with your county Director of Facilities or Building & Grounds to light municipal buildings in green. Options include using projections, flood lights or green filters for existing lights.
- Use the templates and social media resources in the County Toolkit to promote the campaign to local press, businesses, county residents and Members of Congress.
- Upload details about your county's participation through the form included in the County Toolkit.
- Encourage individuals, businesses and community partners to show support by turning on a green light from November 6 to November 12!
- Support veterans year-round by purchasing supplies from veteran-owned businesses on Amazon Business at www.amazon.com/veteran-owned.

Scan the QR code for more
about Operation Green Light,
including a county toolkit.



AMAZON IS PROUD TO SUPPORT OPERATION GREEN LIGHT

Amazon values the unique skills and experience that the military community brings and we've pledged to hire 100,000 veterans and military spouses by 2024.

Military Community Outreach

We are committed to making Amazon the most military-friendly company in the world by leveraging our diverse resources and technology to solve critical problems. We focus on supporting disabled veterans, mental health, suicide prevention, military families and urgent needs – like homelessness and food insecurity – around the globe.

World-Class Veteran & Military Spouse Recruiting

Veterans and military spouses in your community can learn more about career opportunities at Amazon by attending a Global Military Affairs webinars where they can engage with recruiters directly.

Visit amazonmilitarywebinarseries.splashthat.com to join an upcoming webinar.

Corporate Leader In Veteran & Military Spouse Retention

We offer veterans the Military Mentoring Program, a network of support and tailored training experiences to assist in their transition from the military, another company or the academic environment.

Visit amazon.jobs/military to learn more.

COUNTIES MATTER FOR VETERANS

County Veteran Service Officers (CVSOs) in 29 states are responsible for successfully processing more than \$52 billion in compensation, pension, health care and other benefits for veterans each year.

Counties across the nation operate Veterans Treatment Courts, through which we can connect justice-involved veterans with programs and benefits that can treat underlying mental health and substance abuse conditions.

Counties support veterans' access to stable housing, employment and education and critical mental health services that treat trauma and prevent suicide.

660 NORTH CAPITOL STREET, NW
SUITE 400 • WASHINGTON, D.C. 20001
202.393.6226 • WWW.NACo.ORG

Scan the QR code for more about
Operation Green Light, including a county toolkit.





**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



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Jude Prather, Director of Veteran Services

Sponsor:

Judge Becerra

Co-Sponsor:

Commissioner Smith

Agenda Item

Adopt a Proclamation observing October 23, 2023 as the Michael Hernandez Day of Service. **BECERRA/SMITH/PRATHER**

Summary

See attached Proclamation.

Attachments

Proclamation - Hernandez



**PROCLAMATION OBSERVING OCTOBER 24, 2023 AS
THE MICHAEL HERNANDEZ DAY OF SERVICE**

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

WHEREAS, Michael Hernandez was raised in San Marcos, TX, graduating from San Marcos High School in 2005. Finally receiving his grandfather's approval to join the military, Michael enlisted in the US Army in 2008. Michael attended Army Infantry school at Fort Benning, Georgia, and completed Army medic training in April 2008. Shortly after finishing training, Michael married the love of his life, Jennifer; and

WHEREAS, In the fall of 2008, Michael was assigned to the infamous 1st Armored Division, 1-37 armored battalion, which has a history of and long tradition of valor, excellence, and aggressiveness stretching from World War II to the Gulf War. Michael was assigned to Charlie Company, 2nd platoon, as their line medic and deployed to northern Iraq to support Operation Iraqi Freedom for almost a year. During his deployment, Michael received the Combat Medic Badge for providing care to fellow soldiers while engaging with the enemy insurgents; and

WHEREAS, Since medically retiring from the US Army in 2013, with encouragement and support from his wife, Jennifer, Michael attended Texas State University, where he attained a Bachelor of Science in sociology in 2019. While in school Michael was an active member of the student veteran community, joining the Hays County Veteran Service Office as Work Study Intern; and

WHEREAS, In 2019, Michael received the Seguin Gazette's Citizen of the Year award due to his advocacy within the veteran community. Michael has recently attained additional Veteran Affairs accreditation from the National Association of County Veteran Service Officers to aid Veterans and their families, which are currently only 1,700 nationwide; and

WHEREAS, Michael is also an advocate of mental health and is certified as a suicide first responder and has reignited the services provided by the Samaritan Center and the Austin VA Vet Center, bringing a counselor from each organization to Hays County Courthouse to provide in person mental health services to veterans and their families; and

WHEREAS In 2023, he created a partnership with the Veteran Affairs HUD-VASH department and Hays County, which now provides housing vouchers for eligible homeless veterans in the Hays County community; and

WHEREAS, In 2021, he lead the effort for the City of San Marcos to be recognized as an official Purple Heart City as seen on road signage entering the city; and

WHEREAS, Michael currently serves the veteran community in many capacities and collaborates with many Veteran Service Organizations. Michael is a Life member San Marcos VFW of Post #3413, former Chair of the Veteran Affairs Advisory Committee for the City of San Marcos, TX, and an appointed member of the Texas Veteran Commission's County Veteran Service Officer Advisory Committee, where he also serves as Chairman; and

WHEREAS, Michael has been a Veteran Service Officer since 2017, serving as a VSO for Hays County, Guadalupe County, the Texas Veterans Commission, while serving as a Claims Benefit Advisor, Michael created the first state claims office in Guadalupe County. Michael is currently the Hays County Senior Assistant Veteran Service Officer and has made an immeasurable impact to the veterans and their families of Hays County; and

WHEREAS, on November 1, 2023 Michael Hernandez will be starting as the Director of Williamson County Veteran Service Office. Michael believes words are from the lips and actions are from the heart. He strives to advocate for a better future for all veterans and their families.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim October 24, 2023 as

“Michael Hernandez DAY OF SERVICE”

And call upon the citizens of Hays County to recognize the immeasurable contributions of this highly esteemed citizen and honor him by serving the community.

ADOPTED THIS THE 24th 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. 4.**

Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Adopt a Proclamation recognizing November 4, 2023 as Harvey Miller Day of Service. **BECERRA**

Summary

Proclamation Attached.

Attachments

Proclamation



PROCLAMATION RECOGNIZING HARVEY MILLER DAY OF SERVICE

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, Harvey Edward (Ercie) Miller was born on November 4, 1929 in Rocky Hollow, a Freedom Colony outside of Georgetown Texas. The oldest of 10 children born to Frank and Elnora Sedwick Miller, and Harvey accepted Jesus as his Lord and Savior at a young age-though he was renowned as a prankster among his family and friends; and

WHEREAS, this exceptional citizen attended the Carver School in Georgetown and married his high school sweetheart, Ara Belle Jefferson, on July 7, 1948, and they brought into this world four beloved daughters, Chrystal (Chris) and Linda, both now deceased, Mittie (Kathie) and Tricia; and

WHEREAS, Harvey Miller and his family moved to San Marcos in 1966 where he had a distinguished career at Gary Job Corps Center for more than 35 years until his retirement, and Ara Belle Miller was the first African American nurse at the Hays County Health Department; and

WHEREAS, Mr. Miller helped to start a group called the Bridge Builders to improve race relations in the late 1960s and to transform the old Dunbar School site (the "Colored School") into a park and recreation center for all children, becoming its first director; and

WHEREAS, Harvey Miller helped revitalize the annual Juneteenth Celebration commemorating the freeing of Texas slaves in 1865. He also helped San Marcos residents understand and appreciate the significant contributions and legacy of Black citizens in our community and across Texas through his dedication, wisdom, and courage to speak to his mind; and

WHEREAS, this wonderful citizen is recognized for his support for the Greater Bethel Baptist Church, as the founder of the Dunbar Heritage Association, the recipient of the 2008 "Spirit of San Marcos Award," and an "Outstanding Senior Volunteer" by The San Marcos Senior Citizen Advisory Board; and

WHEREAS, Deacon Harvey Miller, age 90, went to be with the Lord on September 1, 2020. He passed away peacefully in his San Marcos home surrounded by family and friends; and

WHEREAS, the Dunbar Heritage Association, the extended Miller Family, and friends of Harvey Miller will honor his legacy and celebrate his 94th birthday with the 3rd Annual Harvey Miller Day of Service on the first Saturday in November to pay homage to this trailblazer, civil rights hero, historian, community builder, youth worker, father, grandfather, and great-grandfather known as Harvey Miller, "The Good-Looking Fella," in recognition of his 57 years of service to the San Marcos community.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim November 4, 2023 as:

HARVEY MILLER DAY OF SERVICE

And calls upon the citizens of Hays County to recognize the immeasurable contributions of this highly esteemed citizen and honor him by serving the community on the 3rd Annual Harvey Miller Day of Service on November 4, 2023.

ADOPTED THIS THE 24TH 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: 10/24/2023

Requested By:

Miller

Sponsor:

Judge Becerra

Agenda Item

Presentation of Hays County Employee Service and Retirement Awards. **BECERRA/MILLER**

Summary

October 2023 Service and Retirement Awards

Attachments

October 2023 Service and Retirement Awards

October 2023 Service and Retirement Awards

NAME	DEPARTMENT	JOB TITLE	YRS OF SERVICE
DURAN, LINDA G	Information Technology	Application Support Analyst	25
STRAIN, RONALD	Sheriff's Office	Lieutenant	25
ACOSTA, JENNY M.	Sheriff's Office	Records Management Officer	20
WILLS, LAURIE	Juvenile Detention Center	Case Manager	20
LUNA, JOSE L.	Juvenile Probation	Juvenile Probation Officer III	15
AZAR, JAMES	Sheriff's Office	Deputy	5
CHEN, JAMES	Information Technology	Database/Inventory Administrator	5
SKRUHAK, CHRIS LYNN	Sheriff's Office	Corrections Officer	5
VILLANUEVA, FATIMA P	Sheriff's Office	Corrections Officer	5
THOMPSON, ALEXANDRA	County Wide Operations	Natural Resources Coordinator	5
SMITH, KOREY JU'RAE	Sheriff's Office	Deputy (SRO)	5
MAURICIO, JULIO S.	Transportation	Construction Operator II	5
MCLEAN, ASHLEY	Commissioner Pct 3 Office	Executive Assistant	5
HINZE, JOSHUA	Transportation	Construction Operator I	1
KEAN, EVAN GLENN	Emergency Management	Volunteer Coordinator	1
PASCO, MARIA	County Clerk's Office	Deputy Clerk	1
PERRY, ANNE	District Attorney's Office	Intake Coordinator	1
WATTENBARGER, MADISON	Sheriff's Office	Emergency Communications Officer	1
KESSLER, KAYLA	Extension Office	Administrative Assistant II	1
CRUZ, ANDRES R Jr.	Information Technology	Network Engineer	1
TAYLOR, MARTIN E	Sheriff's Office	Deputy	1
PHILLIPS, JARED	Sheriff's Office	Corrections Officer	1
PALA, JOHNNY	Juvenile Detention Center	Transitional Coordinator	1
WATSON, HARRISON	District Attorney's Office	Attorney I	1
YOGI, CHRISTOPHER	Sheriff's Office	Deputy	1
CASTILLO, ALISON	County Judge	Executive Assistant	1
HURT, BRIAN	Treasurer	Financial Analyst	1

RETIREE			
ADAIR, HERMAN	Sheriff's Office	Deputy	26 years



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

Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of October 10, 2023. **BECERRA/CARDENAS**

Summary

Attachments

10/10/2023 Minutes

HAYS COUNTY COMMISSIONERS' COURT MINUTES



OCTOBER 10, 2023

STATE OF TEXAS *
COUNTY OF HAYS *

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

DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MICHELLE COHEN	COMMISSIONER, PCT. 2
LON A. SHELL	COMMISSIONER, PCT. 3
WALT SMITH	COMMISSIONER, PCT. 4
ROXANNE RODRIGUEZ	DEPUTY COUNTY CLERK

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

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

Commissioner Ingalsbe called the meeting to order. Pastor Darius Todd, Hays County Chaplain, gave the invocation. Commissioner Ingalsbe led the court in the Pledge of Allegiance to the United States and Texas flags.

PUBLIC COMMENTS

Harvey Jenkins made a public comment concerning the cost of living in Hays County. Dan Lyon made a public comment concerning the cost of living in Hays County, elected official salaries, and county spending. Nancy Heintz made a public comment on behalf of the Homeless Coalition of Hays County and spoke about raising awareness and increasing funding. Alyssia Woods made a public comment thanking the Court for their support of Capital IDEA and shared a story from one of the organization's students. Jessica Cain made a public comment thanking the Court for their support of Capital IDEA.

39488 Adopt a Proclamation recognizing October 15-21, 2023 as Texas Native Plant Week in Hays County.

Laura Legett, Hill Country Chapter of the Native Plant Society of Texas, thanked the Court for the Proclamation.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to adopt a Proclamation recognizing October 15-21, 2023 as Texas Native Plant Week in Hays County.

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

4 - 0 Passed - Unanimously

39489 Adopt a Proclamation recognizing October 2023 as Election Worker Appreciation Month.

Jennifer Doinoff, Hays County Elections Administrator, spoke about her staff and all the work they do. Those interested in training can visit www.co.hays.tx.us/elections for more information.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to adopt a Proclamation recognizing October 2023 as Election Worker Appreciation Month.

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

4 - 0 Passed - Unanimously

39490 Adopt a Proclamation recognizing October 2023 as Breast Cancer Awareness Month.



Commissioner Cohen spoke about the importance of regular examinations and the barriers to obtaining them. Matthew Gonzales, Hays County Local Health Department Manager, thanked the Court for the Proclamation and spoke about the importance of early detection. David Wiley, Outreach Manager for the Community Action Breast Cancer Project, spoke about the screening services provided by Community Action and their outreach. Lydia Perez, Project Coordinator for the Community Action Breast Cancer Project, thanked the Court for their support. Commissioner Smith spoke about using American Rescue Plan Act (ARPA) funds for cancer screenings for the community.

A motion was made by Commissioner Cohen, seconded by Commissioner Smith to adopt a Proclamation recognizing October 2023 as Breast Cancer Awareness Month.

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

4 - 0 Passed - Unanimously

39491 Adopt a Proclamation recognizing October 2023 as National Domestic Violence Month.

Melissa Rodriguez, CEO of the Hays-Caldwell Women's Center (HCWC), spoke about the impact of domestic violence on the community and updated the Court on the shelter renovations that were funded by the American Rescue Plan Act allocations. The Court thanked Rodriguez and the HCWC for their work. Commissioner Smith spoke about the Dripping Springs ISD dating violence mock trial.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to adopt a Proclamation recognizing October 2023 as National Domestic Violence Month.

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

4 - 0 Passed - Unanimously

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

Eric Boehning, Ardurra Project Manager, stated \$15,972 would remedy the revenue loss experienced due to the impact COVID-19 had on fundraising.

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

Eric Boehning, Ardurra Project Manager, stated \$22,560 would remedy the revenue loss experienced due to the impact of COVID-19.

39492 Approve payments of County invoices.

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

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

4 - 0 Passed - Unanimously

39493 Approve the payment of Juror checks.

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

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

4 - 0 Passed - Unanimously

39494 Approve the payment of United Healthcare claims.

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

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

4 - 0 Passed - Unanimously



39495 Approve Commissioners Court Minutes of September 19, 2023.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve Commissioners Court Minutes of September 19, 2023.

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

4 - 0 Passed - Unanimously

39496 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.

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

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

4 - 0 Passed - Unanimously

39497 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.

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

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

4 - 0 Passed - Unanimously

39498 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).

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

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

4 - 0 Passed - Unanimously

39499 Approve the appointment of Miguel Pena to the Hays County Historical Commission to replace Irma Rodriguez Gaitan, the Commissioner Precinct 1 appointee.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the appointment of Miguel Pena to the Hays County Historical Commission to replace Irma Rodriguez Gaitan, the Commissioner Precinct 1 appointee.

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

4 - 0 Passed - Unanimously

39500 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.

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



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

4 - 0 Passed - Unanimously

39501 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.

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

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

4 - 0 Passed - Unanimously

39502 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.

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

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

4 - 0 Passed - Unanimously

39503 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.

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

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

4 - 0 Passed - Unanimously

39504 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.

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

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

4 - 0 Passed - Unanimously

39505 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.

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

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

4 - 0 Passed - Unanimously

39506 Authorize the execution of an amendment to the Department of State Health Services FY24 Public Health Emergency Preparedness (PHEP) Contract.



A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the execution of an amendment to the Department of State Health Services FY24 Public Health Emergency Preparedness (PHEP) Contract.

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

4 - 0 Passed - Unanimously

39507 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.

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

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

4 - 0 Passed - Unanimously

39508 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.

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

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

4 - 0 Passed - Unanimously

39509 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.

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

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

4 - 0 Passed - Unanimously

39510 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.

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

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

4 - 0 Passed - Unanimously

39511 Authorize the Elections Administration Office to purchase four (4) workbench-style tables for elections and amend the budget accordingly.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Elections Administration Office to purchase four (4) workbench-style tables for elections and amend the budget accordingly.

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

4 - 0 Passed - Unanimously



39512 Authorize the County Judge to execute Social Service Agency contracts as approved in the Fiscal Year 2024 budget.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize Commissioner Ingalsbe to execute Social Service Agency contracts as approved in the Fiscal Year 2024 budget.

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

4 - 0 Passed - Unanimously

39513 Approve setting the salary for the Senior Staff Engineer in the Transportation Department at a Grade 127.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve setting the salary for the Senior Staff Engineer in the Transportation Department at a Grade 127.

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

4 - 0 Passed - Unanimously

39514 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.

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

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

4 - 0 Passed - Unanimously

39515 Authorize the acceptance of a grant award from the Patrick Leahy Bulletproof Vest Partnership in the amount of \$970.07.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the acceptance of a grant award from the Patrick Leahy Bulletproof Vest Partnership in the amount of \$970.07.

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

4 - 0 Passed - Unanimously

39516 Accept amended towing service fees related to the Hays County Sheriff's Office Wrecker Service Agreement, effective January 1, 2022.

Dan Lyon made a public comment concerning the dates on the agreement and price rates. Harvey Jenkins made a public comment asking for clarification on the price rates. Commissioner Ingalsbe explained this will make fees consistent for towing county-owned vehicles. Jordan Powell, First Assistant Criminal District Attorney - Civil Division, stated back-dating the agreement is permissible. Chief Deputy Mike Davenport, Hays County Sheriff's Office, explained the fee was raised in 2022 without Commissioners Court approval, so this agreement is correcting the rate back to that date. Commissioner Smith explained this standardizes the fees under the Texas Department of Licensing and Regulation's capped rate.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept amended towing service fees related to the Hays County Sheriff's Office Wrecker Service Agreement, effective January 1, 2022.

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

4 - 0 Passed - Unanimously

39517 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.



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

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

4 - 0 Passed - Unanimously

39518 Authorize the Budget Office to budget awarded grant funds of \$164,107.00 from the Office of the Governor, Bullet Resistant Shield Grant Program.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Budget Office to budget awarded grant funds of \$164,107.00 from the Office of the Governor, Bullet Resistant Shield Grant Program.

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

4 - 0 Passed - Unanimously

39519 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.

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

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

4 - 0 Passed - Unanimously

39520 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.

A motion was made by Commissioner Smith, seconded by Commissioner Cohen to authorize Commissioner Ingalsbe 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.

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

4 - 0 Passed - Unanimously

39521 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.

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

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

4 - 0 Passed - Unanimously

39522 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.

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



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

4 - 0 Passed - Unanimously

39523 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.

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

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

4 - 0 Passed - Unanimously

39524 Authorize the contract renewal of RFP 2022-P10 County Clerk Auto-Indexing System with Just Appraised, Inc.

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to authorize the contract renewal of RFP 2022-P10 County Clerk Auto-Indexing System with Just Appraised, Inc.

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

4 - 0 Passed - Unanimously

39525 Authorize the purchase of items from BJ's Tees valued at \$1,890.23 for the continuing education safety program for the Transportation Department.

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to authorize the purchase of items from BJ's Tees valued at \$1,890.23 for the continuing education safety program for the Transportation Department.

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

4 - 0 Passed - Unanimously

39526 Approve out of state travel for Deputy Stefan Haltermann to attend the International Breachers Symposium on October 29-November 1, 2023 in Southaven, MS.

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to approve out of state travel for Deputy Stefan Haltermann to attend the International Breachers Symposium on October 29-November 1, 2023 in Southaven, MS.

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

4 - 0 Passed - Unanimously

39527 Approve Utility Permits.

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

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

4 - 0 Passed - Unanimously

39528 Approve specifications for IFB 2024-B01 TXCDBG - Cedar Oaks Mesa WSC - Water Improvements and authorize Purchasing to solicit for bids and advertise.

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to approve specifications for IFB 2024-B01 TXCDBG - Cedar Oaks Mesa WSC - Water Improvements and authorize Purchasing to solicit for bids and advertise.

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

4 - 0 Passed - Unanimously



39529 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.

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

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

4 - 0 Passed - Unanimously

39530 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.

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

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

4 - 0 Passed - Unanimously

39531 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.

Dan Lyon made a public comment against county spending on Christmas decor.

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

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

4 - 0 Passed - Unanimously

39532 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.

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

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

4 - 0 Passed - Unanimously

39533 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.

A motion was made by Commissioner Smith, seconded by Commissioner Cohen to 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.

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

4 - 0 Passed - Unanimously

39534 Approve and accept the official bond for the appointed Purchasing Agent.

Commissioner Ingalsbe congratulated Stephanie Hunt on her appointment as the Hays County Purchasing Agent.

A motion was made by Commissioner Smith, seconded by Commissioner Cohen to approve and accept the official bond for the appointed Purchasing Agent.



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

4 - 0 Passed - Unanimously

39535 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.

A motion was made by Commissioner Smith, seconded by Commissioner Cohen to authorize Commissioner Ingalsbe 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.

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

4 - 0 Passed - Unanimously

39536 Authorize corrections to the Fiscal Year 2024 budgeted purchase order rollover list.

A motion was made by Commissioner Smith, seconded by Commissioner Cohen to authorize corrections to the Fiscal Year 2024 budgeted purchase order rollover list.

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

4 - 0 Passed - Unanimously

39537 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).

Commissioner Ingalsbe stated this is for project management services for the Centerpoint Road project.

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

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

4 - 0 Passed - Unanimously

39538 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.

Commissioner Ingalsbe stated this is for geotechnical, traffic control plans, and environmental services related to adding retaining walls and turn lanes to this project.

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

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

4 - 0 Passed - Unanimously

39539 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.



A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to call for a public hearing on October 24, 2023 to establish a No Dumping zone on Goforth Road and Rohde Road.

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

4 - 0 Passed - Unanimously

39540 Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, accept the maintenance bond #4461009 in the amount of \$52,704.60, and acceptance of the revegetation bond #4461011 in the amount of \$5,928.00 for 6 Creeks subdivision, Phase 1, Section 12.

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

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

4 - 0 Passed - Unanimously

39541 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.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to accept road construction and surface drainage improvements, accept the maintenance bond #2331900 in the amount of \$84,007.93, and accept the revegetation bond #2331900 in the amount of \$14,176.89 for Prairie Lakes Phase 1, Section 2.

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

4 - 0 Passed - Unanimously

39542 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.

Marcus Pacheco, Director of Development Services, provided background on the development and stated the Phasing Agreement includes a license agreement for improvements within the county right of way, roadway standard alternatives, and traffic mitigation inputs.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize Commissioner Ingalsbe to execute a Phasing Agreement for the Prairie Lakes (Diecieseis Tract) Subdivision between Hays County and Diecieseis, LLC.

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

4 - 0 Passed - Unanimously

39543 PLN-2107-NP; Discussion and possible action regarding the Pinnix Subdivision, Lot 1, Final plat.

Efren Chavez, Hays County Development Services County Planner, provided background on the property and stated staff recommends approval.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the Pinnix Subdivision, Lot 1, Final plat (PLN-2107-NP).

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

4 - 0 Passed - Unanimously

39544 PLN-2204-PC; Discussion and possible action regarding the Oakridge Park, Section 5, Part of Lot 5 and Lot 6, Replat.

Efren Chavez, Hays County Development Services County Planner, provided background on the property and stated staff recommends approval.



A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the Oakridge Park, Section 5, Part of Lot 5 and Lot 6, Replat (PLN-2204-PC).

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

4 - 0 Passed - Unanimously

39545 PLN-2293-PC; Hold a Public Hearing followed by discussion and possible action regarding 272 AC Fitzhugh, Lots 18 & 28, Replat.

Commissioner Ingalsbe opened the Public Hearing at 11:00 a.m. No comments were made. Commissioner Ingalsbe closed the Public Hearing at 11:00 a.m. Efren Chavez, Hays County Development Services County Planner, provided background on the property.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve 272 AC Fitzhugh, Lots 18 & 28, Replat (PLN-2293-PC).

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

4 - 0 Passed - Unanimously

39546 PLN-2208-PC; Hold a Public Hearing followed by discussion and possible action regarding Carol Oaks, Lot 6, Replat.

Commissioner Ingalsbe opened the Public Hearing at 11:01 a.m. No comments were made. Commissioner Ingalsbe closed the Public Hearing at 11:01 a.m. Efren Chavez, Hays County Development Services County Planner, provided background on the property and stated staff recommends disapproval due to deficiencies listed in the backup.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to disapprove Carol Oaks, Lot 6, Replat (PLN-2208-PC).

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

4 - 0 Passed - Unanimously

39547 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.

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

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

4 - 0 Passed - Unanimously

Clerk's Note Agenda Item #K-2 RE: *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. - WAS PULLED.*

39548 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.

Jordan Powell, First Assistant Criminal District Attorney - Civil Division, explained the Precinct 4 Constable's Office previously provided these services and this agreement covers the change to the Sheriff's Office. Commissioner Smith further explained the hours of service needed did not align with the Constable's Office's working hours. Chief Deputy Mike Davenport, Hays County Sheriff's Office, noted this will be an off-duty job. Commissioner Smith stated this action will help standardize the language used in these types of agreements in the future.



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

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

4 - 0 Passed - Unanimously

Clerk's Note: Commissioner Ingalsbe called for a recess that began at 11:07 a.m. and resumed back into open court at 11:13 a.m.

39549 Discussion and possible action to renew the coverage with United Healthcare for Health and Dental Employee and Retiree Insurance.

Shari Miller, Director of Human Resources, reviewed changes to the plans and new services that will be offered to employees, and noted the emergency room co-pay for non-admission is being increased from \$300 to \$500.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to renew the coverage with United Healthcare for Health and Dental Employee and Retiree Insurance.

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

4 - 0 Passed - Unanimously

39550 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.

Harvey Jenkins made a public comment against using a law firm for delinquent tax collection. Roxanne Rodriguez, Chief Deputy County Clerk, read an emailed public comment from Ruben Becerra asking to table the item and expressing concerns over the selection process. Jennifer O'Kane, Hays County Tax Assessor-Collector, spoke about the selection committee and scoring process. Commissioner Smith spoke about contract renewals and the importance of 3-5 year contracts for this type of work. Commissioner Ingalsbe asked why presentations were not given by the companies, and O'Kane stated the committee had enough information from the applications alone. Commissioner Cohen stated she is confident in the selection committee and their process. Commissioner Shell clarified presentations are not normal procedure. The Court discussed options for contract timelines.

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

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

4 - 0 Passed - Unanimously

39551 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.

Tammy Crumley, Director of Countywide Operations, explained that similar to other counties throughout the state, these positions have been vacant due to low salaries and Hays County is at risk of losing funding if they are not filled soon. Commissioner Smith stated he believes the salary study was not accurate for these positions and is supportive of this.

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

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

4 - 0 Passed - Unanimously

39552 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.



Commissioner Ingalsbe stated this will give the Sheriff's Office flexibility in their hiring process. Chief Deputy Mike Davenport, Hays County Sheriff's Office, explained this will allow civilians to be recruited and sent to an academy. Commissioner Smith suggested having those in the academy work for the Sheriff's Office part-time.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to convert vacant budgeted deputy slots to deputy/cadet slots for all current and future vacant slots effective October 10, 2023.

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

4 - 0 Passed - Unanimously

39553 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.

Commissioner Shell stated it has been difficult for the county to obtain vehicles and this may increase competition and options. Vickie Dorsett, Hays County Budget Officer, noted she has met with D&M Leasing recently to review vehicle issues, and the county will still have its leases with Enterprise.

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to authorize Commissioner Ingalsbe to execute a Master Vehicle Lease Agreement with Commercial Vehicle Leasing, LLC (dba D&M Leasing) related to countywide leased vehicles.

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

4 - 0 Passed - Unanimously

39554 Discussion and possible action to adopt a name, mission statement, and vision statement for the Hays County Pet Resource Center project facility.

Sharri Boyett, Hays County Animal Advocate, stated the recommended name, mission statement, and vision statement reflect the focus on a community model and pets being retained.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to adopt a name, mission statement, and vision statement for the Hays County Pet Resource Center project facility.

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

4 - 0 Passed - Unanimously

Clerk's Note: Executive Session began at 11:41 a.m. and resumed back into open court at 12:37 p.m.

Clerk's Note Agenda Item #L-1 RE: *Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. - WAS PULLED.*

39555 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.

Those present in Executive Session were Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, and Shari Miller, Director of Human Resources.



A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe that the Commissioners Court of Hays County authorize the use of the power of eminent domain to acquire fee simple interest in 0.501-acre, waterline easement interest in 0.043-acre, and gas line easement interest in 0.065-acre from property located along Hillside Terrace, 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).

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

4 - 0 Passed - Unanimously

39556 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 interest 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.

Those present in Executive Session were Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, and Shari Miller, Director of Human Resources.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe that the Commissioners Court of Hays County authorize the use of the power of eminent domain to acquire fee simple interest in 0.996 acre, waterline easement interest in 0.086 acre, and gas line easement interest in 0.128 acre from property located along Hillside Terrace, 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).

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

4 - 0 Passed - Unanimously

39557 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.

Those present in Executive Session were Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, and Shari Miller, Director of Human Resources.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe that the Commissioners Court of Hays County authorize the use of the power of eminent domain to acquire fee simple interest in 0.056 acre and utility easement interest in 0.083 acre from property located along Old Goforth Road, 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).

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

4 - 0 Passed - Unanimously

39558 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.

Those present in Executive Session were Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, and Shari Miller, Director of Human Resources. Commissioner Cohen stated this firm will provide another option when cases are not covered by TAC and/or the county has a conflict of counsels issue.



A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to ratify the Hays County Criminal District Attorney's Office - Civil Division's execution of an engagement letter with Fletcher, Farley, Shipman & Salinas L.L.P. for County legal services on an as-needed basis.

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

4 - 0 Passed - Unanimously

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

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

Clerk's Note Agenda Item #M-3 RE: *Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow.* - **WAS PULLED.**

Clerk's Note Agenda Item #M-4 RE: *Discussion and possible action regarding Hays County's use of federal or other grant funding related to COVID-19 response including but not limited to the American Rescue Plan Act (ARPA) and the Emergency Rental Assistance Program (ERAP).* - **WAS PULLED.**

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

Clerk's Note Agenda Item #M-6 RE: *Discussion and possible action related to proposed bills in the 87th Regular Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071.* - **WAS PULLED.**


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


ADJOURNMENT

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to adjourn court at 12:41 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 OCTOBER 10, 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: 10/24/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item

Approve the payment of the October 31, 2023 payroll disbursements in an amount not to exceed \$4,850,000.00 effective October 31, 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: 10/24/2023

Requested By:

Sponsor:

Commissioner Cohen

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item

Authorize the execution of the "Resolution Approving Assignment of Private Activity Bond Authority to Texas Department of Housing and Community Affairs (TDHCA); and Containing Other Provisions Relating to the Subject", regarding the Capital Area Housing Finance Corporation (CAHFC) application to facilitate a Single Family Mortgage Orientation Program. **COHEN/INGALSBE**

Summary

See attached Letter and Resolution.

Attachments

Letter from CAHFC
Resolution - CAHFC



August 25, 2023

Mark Kennedy
Hays County General Counsel
Hays County Courthouse
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Re: Capital Area Housing Finance Corporation
Single Family Mortgage Origination Program

Dear Mr. Kennedy:

The Capital Area Housing Finance Corporation (the "*Corporation*") has applied to the Texas Bond Review Board for an allocation of private activity bond volume cap (the "*Volume Cap Allocation*") to facilitate a single family mortgage origination program. The Corporation intends to assign the Volume Cap Allocation to the Texas Department of Housing and Community Affairs ("*TDHCA*") in connection with TDHCA's single family mortgage revenue bond programs. The Volume Cap Allocation, once assigned, will be used to provide a means of financing single family home mortgages for residents in the Corporation's jurisdiction.

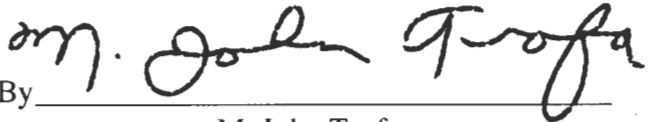
Pursuant to the provisions of Section 1372.044 of the Texas Government Code (the "*Act*"), the County of Hays, as a sponsoring political subdivision of the Corporation, must approve of the assignment of the Volume Cap Allocation by the Corporation to TDHCA. Accordingly, we are asking the Commissioners' Court of the County of Hays to pass the attached Resolution at its next meeting in order to meet the requirements of the Act.

It is important to note that any bonds issued by TDHCA will be special limited obligations of TDHCA and neither the sponsoring political subdivisions of the Corporation nor the Corporation will be liable in any manner for the payment of such bonds.

Mr. Kennedy
Page 2
August 25, 2023

Please review the Resolution and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please return two (2) copies of the signed Resolution to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Tuesday, October 31, 2023.

CAPITAL AREA HOUSING FINANCE
CORPORATION

By 

M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC



RESOLUTION APPROVING ASSIGNMENT OF PRIVATE ACTIVITY BOND
AUTHORITY TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY
AFFAIRS; AND CONTAINING OTHER PROVISIONS RELATING TO THE
SUBJECT

WHEREAS, the Capital Area Housing Finance Corporation (the "*Corporation*") was created by the Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano and Williamson and the Texas City of San Marcos pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 1269I-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394 (the "*Act*"); and

WHEREAS, by resolution adopted on June 14, 2023, the Corporation authorized filing with the Texas Bond Review Board an application for reservation of state ceiling for issuance of qualified mortgage revenue bonds in the maximum amount of \$61,000,000 (the "*Reservation*"); and

WHEREAS, by resolution adopted on June 14, 2023, the Board of Directors of the Corporation determined to delegate to the Texas Department of Housing and Community Affairs ("*TDHCA*"), pursuant to Chapter 394.032(e) of the Texas Local Government Code, the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments, within and outside the jurisdiction of the Corporation, including its authority to issue bonds for those purposes; and

WHEREAS, as the governmental unit that created the Corporation, the Board of County Commissioners of Hays County, Texas (the "*Governing Body*") desires to approve the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code; and

WHEREAS, the Governing Body desires to approve the Assignment Agreement in substantially the form attached as Exhibit A between the Corporation and TDHCA (the "*Assignment Agreement*"); and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted;

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HAYS COUNTY, TEXAS THAT:

Section 1. The Governing Body specifically approves and consents to the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code and approves the Assignment Agreement.

Section 2. The County Judge of Hays County, Texas is hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

[Execution page follows]

PASSED AND APPROVED this _____ day of _____, 2023.

Judge Ruben Becerra

(SEAL)

ATTEST:

County Clerk

Exhibit A

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “*Agreement*”) is made as of the ____ day of _____, 2023 by and between the CAPITAL AREA HOUSING FINANCE CORPORATION (“*CAHFC*”), a Texas nonprofit housing finance corporation and the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (“*TDHCA*”), a public and official agency of the State of Texas.

RECITALS:

A. CAHFC has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, as amended, Texas Local Government Code, Chapter 394 (the “*Act*”), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford.

B. The Act authorizes CAHFC to issue bonds for the purpose of obtaining funds to finance home mortgage loans (or participation interests therein) for persons of low and moderate income for homes within the geographic limits of the Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano and Williamson and the City of San Marcos.

C. Section 103 and Section 143 of the Internal Revenue Code of 1986, as amended (the “*Code*”), provide that the interest on obligations issued by or on behalf of a state or a political subdivision thereof the proceeds of which are to be used to finance owner-occupied residences shall be excludable from gross income of the owners thereof for federal income tax purposes if such issue meets certain requirements set forth in Section 143 of the Code.

D. Section 146(a) of the Code requires that certain “private activity bonds” (as defined in Section 141(a) of the Code) must come within the issuing authority’s private activity bond limit for the applicable calendar year in order to be treated as obligations the interest on which is excludable from the gross income of the holders thereof for federal income tax purposes.

E. The private activity bond “State ceiling” (as defined in Section 146(d) of the Code) applicable to the State of Texas (the “*State*”) is subject to allocation, in the manner authorized by Section 146(e) of the Code, pursuant to Chapter 1372, Texas Government Code, as amended (the “*Allocation Act*”).

F. The Allocation Act requires CAHFC, in order to reserve a portion of the State ceiling for qualified mortgage bonds and satisfy the requirements of Section 146(a) of the Code, to file an application for reservation (an “*Application for Reservation*”) with the Texas Bond Review Board (the “*Bond Review Board*”), stating the maximum amount of the bonds requiring an allocation, the purpose of the bonds and the section of the Code applicable to the bonds.

G. The Allocation Act and the rules promulgated thereunder by the Bond Review Board (the “*Allocation Rules*”) require that an Application for Reservation be accompanied by a copy of the certified resolution of the issuer authorizing the filing of the Application for Reservation.

H. By resolution adopted on June 14, 2023, CAHFC authorized the filing of an Application for Reservation with the Bond Review Board in the maximum amount of \$61,000,000 with respect to qualified mortgage bonds, and the Bond Review Board has issued or is expected to issue a reservation of “State Ceiling” in connection with such Application for Reservation (the “Reservation”).

I. CAHFC has determined to (a) delegate to TDHCA CAHFC’s authority to issue bonds or mortgage credit certificates (“MCCs”) for the purposes specified above, pursuant to Section 394.032(e) of the Act, which provides that “a housing finance corporation may delegate to the Texas Department of Housing and Community Affairs the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of home mortgages or residential developments, within and outside the jurisdiction of the housing finance corporation, including its authority to issue bonds for those purposes,” and (b) assign the Reservation to TDHCA, pursuant to Section 1372.044 of the Texas Government Code.

J. CAHFC was created by the Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano and Williamson and the City of San Marcos (collectively, the “Sponsors”) pursuant to the Act.

K. As the governmental unit that created CAHFC, the Sponsors have approved the assignment of the Reservation to TDHCA in accordance with Section 1372.044 of the Texas Government Code.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and conditions contained herein, the parties hereto hereby agree as follows:

Section 1. Assignment. CAHFC hereby assigns, conveys and transfers to TDHCA, to the full extent assignable under applicable law, all of CAHFC’s right, title and interest in, to and under the Reservation (the “Assignment”), including without limitation, the right to file a carryforward designation request and to elect to use the Reservation to issue MCCs. The Assignment is irrevocable and applies only to the Reservation for the 2023 program year.

Section 2. Consents. CAHFC agrees to obtain and deliver to TDHCA, such consents to the Assignment of the Reservation as may be required.

Section 3. Expenses. TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of this Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and TDHCA will pay all costs associated with the issuance of the bonds.

Section 4. Agreement. In exchange for the Assignment, TDHCA agrees to originate in the geographic service area of CAHFC (a) mortgage loans that are eligible for pooling into mortgage certificates and purchase by the trustee for one or more series of tax-exempt bonds issued by TDHCA (“Pooled Loans”), and/or (b) My First Texas Home Combo Loans with MCCs (“Combo Loans,” and referred to herein together with the Pooled Loans collectively as “CAHFC Loans”), until an aggregate amount of \$61,000,000 of CAHFC Loans (accounting for

the amount of Pooled Loans originated, pooled and purchased by the trustee, and the amount of volume cap used to originate the Combo Loans) have been originated or issued, respectively. CAHFC Loans will be originated on a first-in, first-out basis. The provisions in the Term Sheet attached hereto as Exhibit A are incorporated herein and supplement the provisions of this Agreement; *however*, in the event of any inconsistency between the provisions of this Agreement and the Term Sheet, the provisions of this Agreement shall supersede those of the Term Sheet.

Section 5. Fees. TDHCA will pay an ongoing fee of 4.75 basis points (collectively, “CAHFC Fees”) of the aggregate outstanding balance of CAHFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued. CAHFC Fees will be paid for a period of 10 years for each CAHFC Loan originated under this Agreement and purchased by the trustee that is not more than 30-days delinquent at the time an CAHFC Fee is calculated. The outstanding balance of CAHFC Loans will be reduced monthly to reflect principal repayments and prepayments (including foreclosures of CAHFC Loans). CAHFC Fees cease to accrue with respect to any CAHFC Loan once that CAHFC Loan has been repaid or prepaid. CAHFC Fees will be paid annually, in accordance with payment instructions to be provided by CAHFC.

Section 6. Reporting. Once CAHFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

Section 7. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

Section 8. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

Section 9. Entire Agreement; Amendment and Waiver. This Agreement contains the complete and entire understanding of the parties with respect to the matters covered herein. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Agreement shall be considered as a general waiver.

Section 10. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same Agreement. Electronically transmitted counterparts shall be deemed originals.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement to be effective as of the date first set forth above.

CAPITAL AREA HOUSING FINANCE
CORPORATION

By: _____
Name: _____
Title: _____

TEXAS DEPARTMENT OF HOUSING AND
COMMUNITY AFFAIRS

By: _____
Name: _____
Title: _____

EXHIBIT A

2023 Term Sheet Housing Finance Corporation Volume Cap Assignment

Issuer:	Texas Department of Housing and Community Affairs ("TDHCA")
HFC Partner:	Housing Finance Corporation ("HFC")
Volume Cap:	To be reserved by the HFC for subsequent assignment to TDHCA ("Reservation").
Assignment:	TDHCA and the HFC will execute an Assignment Agreement to assign the Reservation to TDHCA. The HFC's governing body will be required to approve the Assignment.
Assignment Purpose:	To be used by TDHCA to originate (a) My First Texas Home Bond Loans that are eligible for pooling into mortgage backed securities and purchased by tax- exempt bonds issued by TDHCA ("Pooled Loans"), and/or (b) My First Texas Home Combo Loans with MCCs ("Combo Loans", collectively "HFC Loans").
Loan Prioritization	The HFC Loans shall be recorded on a first in first out ("FIFO") basis until the equivalent of the assigned volume cap has been exhausted.
Volume Cap Utilization:	Pooled Loans will be credited at par. Combo Loans will be credited in accordance with the volume cap used to originate such loan.
HFC Fees:	<p>TDHCA will pay an ongoing fee of 4.75 basis points against the aggregate outstanding balance of HFC Loans that have been pooled into mortgage- backed securities or for which an MCC has been issued.</p> <p>The HFC Fees will be paid for a period of ten years for each loan originated under the Assignment Agreement that is not more than 30-days delinquent at the time the Pooled Loan Fee is calculated. The outstanding balance will be reduced monthly to reflect principal repayments and prepayments (including foreclosures). HFC Fees cease to accrue with respect to any HFC Loan once that loan has been repaid or prepaid.</p> <p>HFC Fees will be paid annually, in accordance with payment instructions to be provided by the HFC.</p>

Related Costs: TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of the Assignment Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and will pay all costs associated with the issuance of the bonds.

Reporting: Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

Mortgage Loan Program

While TDHCA may originate more loans within the HFC's jurisdiction, the maximum amount of HFC Loans is limited to the volume cap assigned.

Loans originated through a bond issue include FHA, VA, and USDA loans (no conventional loans). All loans must have a term of 30 years.



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Sponsor:

Commissioner Cohen

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item

Authorize the execution of a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Northside Village, Williamson County, Texas. **COHEN/INGALSBE**

Summary

The General Certificate must be submitted by Capital Area Housing Finance Corporation (CAHF Corp.) to the Texas Attorney General. It represents a simple statement from the County Judge regarding the "good standing" and status of CAHF Corp. It does not "authorize" the issuance of the bonds, nor does it implicate Hays County as a participant in the issuance of these bonds.

Attachments

General and No Litigation Certificate

GENERAL AND NO LITIGATION CERTIFICATE OF HAYS COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Hays County, Texas (the "*County*"). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its multifamily housing revenue bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Northside Village)" issued in one or more series (the "*Bonds*").

2. The Commissioners Court (the "*Governing Body*") of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the "*Act*"), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The County has appointed Mark Jones to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall be

deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

HAYS COUNTY, TEXAS

By _____
Judge Ruben Becerra

ATTEST

By _____
General Counsel, Hays County

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the purchase of X-ray machine roller tables that are used by Pct.1 Building Security at the Government Center in the amount of \$4,196.00; authorize a purchasing waiver requiring three quotes and amend the budget accordingly.

INGALSBE/T.CRUMLEY

Summary:

In August 2022, we purchased two new X-ray machines for Building Security use at the Government Center. We did not purchase new roller tables at the time because we wanted to try and use the ones we already had. Upon receiving the new X-ray machines, it was discovered that they are not compatible with and do not work with the old roller tables. Building Maintenance has tried for the past year to make them work and has even tried improvising by using old tables and building material, but it is not working. We would like to request to purchase the roller tables that are meant for the machines.

Countywide Operations is requesting a waiver to the purchasing policy to obtain three quotes due to the Smith's Detection roller tables being custom to the Smith's Detection X-ray machines we already own

Smith's Detection has submitted a quote for the rolling tables and funding has been identified in the Building Maintenance FY24 operating budget.

Fiscal Impact:

Amount Requested: \$4,196.00

Line Item Number: 001-695-00.5719_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$4,196 - Increase Misc. Equipment Operating 001-695-00.5719_400

(\$4,196) - Decrease Building Maintenance & Repair 001-695-00.5451

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No

Comments: requesting a purchasing wavier for obtaining three quotes

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Smiths Detection Quote

Service Quotation

smiths detection

bringing technology to life
Smiths Detection
2202 Lakeside Blvd
Edgewood Maryland 21040
USA
T -

Valid from Date Sold to No. Sold to name Sold to address Phone No. Fax No. Email	10/09/2023 Valid to 01/08/2024 10/09/2023 315611 HAYS COUNTY 712 South Stagecoach Trail SAN MARCOS Texas 78666 USA 512-393-2271 512-393-7836 lisa.griffin@co.hays.tx.us	Quotation No. Customer Reference Date Smiths Contact Person Phone No. Fax No. Email	20142741 10/09/2023 Ken Pasquale (410) 652-0913 ken.pasquale@smiths-detection.com
Ship to No. Ship to name Ship to address Phone No. Fax No. Email	315611 HAYS COUNTY 712 South Stagecoach Trail SAN MARCOS Texas 78666 USA 512-393-2271 512-393-7836 lisa.griffin@co.hays.tx.us	Terms of Delivery Payment Terms Contact Person Tel	 Z009 Net 30 Lisa Griffin 518-483-6040
Equipment Material Serial No. Quantity	 1	Planned Service Warranty Service Contract	 - - -

Item No.	Material Information		Qty	UoM	Unit Price	Total Unit Price	Curr
10	Material No.	T755I1M	2.000	EA	1066.00	2132.00	USD
	Material Description	1M Roller Table 7555I w/ jump roller					
20	Material No.	228840	4.000	EA	185.00	740.00	USD
	Material Description	6040i Table Support Stand					
30	Material No.	RRB_LABOR	4.000	HR	230.00	920.00	USD
	Material Description	Labor					
40	Material No.	SVC-TRAVEL	2.000	EA	202.00	404.00	USD
	Material Description	TRAVEL					

Total Unit Price	4196.00
Grand Total	4196.00

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

Service Quotation

smiths detection

bringing technology to life

Smiths Detection
2202 Lakeside Blvd
Edgewood Maryland 21040
USA
T -

Valid from	10/09/2023	Valid to	01/08/2024	Quotation No	20142741
Date	10/09/2023	Customer Reference No.		Customer Reference Date	10/09/2023
Sold to No.	315611	RMA No.			
Sold to name	HAYS COUNTY				
Sold to address	712 South Stagecoach Trail				
	SAN MARCOS Texas 78666				
	USA				
Equipment		Planned Service	-		
Material		Warranty Details	-		
Serial No.			-		
Quantity	1	Contract Details	-		

Additional Remarks

Standard Terms and Conditions	<p>This sale is subject to Smiths Detection Terms and Conditions of service and sale. All other terms and conditions are hereby expressly rejected.</p> <p>Smiths Detection terms and conditions are available on our website: https://www.smithsdetection.com/terms-conditions/terms-conditions-us/</p>
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Customer acknowledge (sign):

Date:



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Kelly Higgins, DA

Sponsor:

Commissioner Smith

Agenda Item:

Approve out-of-state travel for Assistant Criminal District Attorneys, Allison Buess and Christopher Griffith to attend the Arson and Explosive for Prosecutor Course in Huntsville, Alabama. **SMITH**

Summary:

Out-of-state travel is needed to send Assistant Criminal District Attorneys, Allison Buess and Christopher Griffith to attend the Arson and Explosives for Federal Prosecutors course held by the Bureau of Alcohol, Tobacco, Firearms and Explosive on November 14-17, 2023, in Huntsville, Alabama. ADA, Buess and Griffith are attending this course to receive training necessary for the prosecution of a high profile case. The Bureau of Alcohol, Tobacco, Firearms and Explosives (FTA) is funding all travel and training expenses.

Fiscal Impact:

Amount Requested: None

Line Item Number: N/A

Budget Office:

Source of Funds: FTA funded

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments:

Auditor's Office

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

New Revenue Y/N?:

Comments:

Attachments

Course Flyer

Application for Course



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

ARSON & EXPLOSIVES FOR AUSA's

Four-Day Course Offering Primarily for AUSA's who work Arson & Explosives Cases. Nov 14th—Nov 17th, 2023.

This course allows AUSA's a firsthand look at the unique challenges faced by investigators in a training environment conducive to open dialogue.

Course Segments:

- Fire Dynamics
- Scientific Method and NFPA 921 and 1033
- Origin and Cause
- Live Burn Demonstration
- Explosive Theory
- Post Blast Origin & Cause
- Federal Explosives case Study
- Explosives Demonstration
- Federal Law/Daubert/Ethics
- Expert Testimony/Cross Examination of the Origin and Cause Expert
- What to Expect from the Defense Expert
- Federal and State Case Studies
- Video Testimony
- ATF Resources
- Panel Discussion



Interested applicants can learn more by contacting:

Acting Project Officer:

Greg Heiert

gregory.heiart@atf.gov

513-479-6001

<https://www.atf.gov/careers/arson-explosives-training-programs>

Arson and Explosives for AUSAs and Prosecutors

National Center for Explosives Training and Research (NCETR)

November 14th through November 17th, 2023

The Bureau of Alcohol, Tobacco, Firearms and Explosives is presenting “Arson and Explosives for Federal Prosecutors” at the National Center for Explosives Training and Research (NCETR), in Huntsville, Alabama. Classes will include basic fire science and explosives exploitation, the scientific method as applied to arson and explosives, fire and explosive origin and cause, live fire, and explosive demonstrations, applicable case studies, prosecuting an arson/explosive case, what to expect from the defense, expert testimony, pertinent federal case law, and ATF resources.

The 3.5-day course is being offered November 14-17, 2023, with travel on November 13th and 17th, 2023. (Class ends at noon on November 17th). Class size is limited to approximately 25 students and NCETR will reimburse costs (flight, rental car, hotel, and per diem). If interested, submit the application below to Greg Heiert, Acting Project Officer at gregory.heiert@atf.gov no later than October 6, 2023.

CLE credit will be provided for multiple blocks of instruction (Approximately 24 hours total).

Name:

Contact Information (cell phone and/or email address):

Office/Post of Duty:

Total years as a prosecutor:

Total years as an AUSA/Trial Attorney:

Have you prosecuted an arson case? If yes, identify how many and the jurisdiction.

Have you prosecuted cases involving explosives? If yes, identify how many and the jurisdiction.

Has your office prosecuted any arson and or explosives cases?

Briefly, why should you be selected to attend?



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Ron Hood

Sponsor:

Commissioner Smith

Agenda Item:

Authorize payment to Gruene Harley-Davidson for FY23 repairs and maintenance to two (2) Harley-Davidson motorcycles totaling \$2,634.43 for the Hays County Constable, Pct. 4 Office, in which purchase orders were not obtained per the Hays County Purchasing Policy. **SMITH/HOOD**

Summary:

Fiscal Impact:

Amount Requested: \$2,634.43

Line Item Number: 001-638-00.5413

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No

Comments:

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

Gruene HD Invoices

9/14/23
10:58AM

WORK ORDER REPRINT

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GRUENE HARLEY-DAVIDSON
1288 LOOP 337
NEW BRAUNFELS, TX 78130-0000
(830)624-2473



W.O. Number: 81802

Mileage In: 10398

Mileage Out: 10400

Shop Tag:

Plate No:

Service Advisor: CWB

Sold By: ZDT

Invoice No: 305722

Dir. Lic #:

Customer: 136961
HAYS COUNTY PRECINT

Appointment: 8/24/2023 9:30AM

Offered Back: 8/24/23 3:26PM

Year: 2022

Mfg: HD

Model: FLHTP

VIN: 1HD1FMP17NB655825

Color: DKPO/B WHT SLV W/ PINST

Ref. No.:

Phone: Work: Ext:
Fax: *Mobile: (956)878-7479
P.O. No: Tax No: Tax Exempt: Yes

Comments: 10K SERVICE SYN3

Item Number / Job Code	Item Description / Labor Description	Delivered Quantity / Hours	Price Each / Hourly Rate	Extended Amount
---------------------------	---	-------------------------------	-----------------------------	--------------------

Event Number: 1 Type: R

Description: 10K SERVICE

11900179	O-RING,017,VITON	1.00	0.95	0.95
17369-06	KIT-GASKET,SERV,1K/5K/10K	1.00	5.95	5.95
31600012	SPARK PLUG,X	4.00	7.95	31.80
62600005	LUBRICANT,SYNTH,1-QT,BTL	7.00	16.49	115.43
62700304	FILTER,OIL,BLK,BULK/CASE,	1.00	15.95	15.95
LABOR	Job Code: 0 Tech: JAG	3.00	99.00	297.00

Work Description: 10K SERVICE

Work Resolution: TECH COMPLETED 10K SERVICE. SET TIRE PSI TO (F)36 AND (R)40. TEST RODE. MC REPRESENTS ITSELF AS IT SHOULD UNDER NORMAL OPERATING CONDITIONS.

HONORING JULY LABOR SPECIAL DUE TO RESCHEDULE

Sub-total For Event (without Tax): 467.08

Event Number: 2 Type: R

Description: DIAG SECURITY LIGHT STAYING ON

LABOR	Job Code: 0 Tech: JAG	0.00	129.00	0.00
Work Description:	DIAG SECURITY LIGHT STAYING ON			
Work Resolution:	COVERED BY WARRANTY, TECH REPLACED TAIL LIGHT DOME PER CUSTOMERS WARRANTY. NO CHARGE.			

Sub-total For Event (without Tax): 0.00

Event Number: 3 Type: R

Description: DIAG FRONT & REAR TPMS MONITOR IS NOT WORKING

LABOR	Job Code: 0 Tech: JAG	0.00	129.00	0.00
Work Description:	DIAG FRONT & REAR TPMS MONITOR IS NOT WORKING			
Work Resolution:	TECH DIAGNOSED TPMS SYSTEM, SYSTEM IS FUNCTIONING PROPERLY FRONT TIRE WAS LOW.			

Sub-total For Event (without Tax): 0.00

Event Number: 4 Type: R

Description: REPLACE FRONT TIRE

43109-09A	TIRE,FR,130/80B17,BW,CO-B	1.00	259.95	259.95
TIRE DISPOSAL FEE	FEE FOR TIRE DISPOSAL	1.00	3.00	3.00
LABOR	Job Code: 0 Tech: JAG	1.00	99.00	99.00
Work Description:	REPLACE FRONT TIRE			

Work Resolution: TECH REPLACED, BALANCED AND MOUNTED NEW FRONT TIRE. SET PSI TO (F)36 AND (R)40. TEST RODE. MC REPRESENTS ITSELF AS IT SHOULD UNDER NORMAL OPERATING CONDITIONS.

Sub-total For Event (without Tax): 361.95

Event Number: 5 Type: R

Description: DIAG BIKE STALLING

Customer States: customer said bike stalled and left him stranded

LABOR	Job Code: 0 Tech: JAG	0.00	129.00	0.00
Work Description:	DIAG BIKE STALLING			

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10:58AM

WORK ORDER REPRINT

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GRUENE HARLEY-DAVIDSON
1288 LOOP 337
NEW BRAUNFELS, TX 78130-0000
(830)624-2473



Customer: 136961
HAYS COUNTY PRECINT

W.O. Number: 81802

Appointment: 8/24/2023 9:30AM

Mileage In: 10398

Offered Back: 8/24/23 3:26PM

Mileage Out: 10400

Year: 2022

Shop Tag:

Mfg: HD

Plate No:

Phone:

Work:

Ext:

Model: FLHTP

Service Advisor: CWB

Fax:

*Mobile: (956)878-7479

VIN: 1HD1FMP17NB655825

Sold By: ZDT

P.O. No:

Tax No:

Tax Exempt: Yes

Color: DKPO/B WHT SLV W/ PINST Invoice No: 305722

Comments: 10K SERVICE SYN3

Ref. No.:

Dir. Lic #:

Item Number / Job Code	Item Description / Labor Description	Delivered Quantity / Hours	Price Each / Hourly Rate	Extended Amount
Work Resolution:	TECH WAS NOT ABLE TO DUPLICATE CUSTOMERS CONCERN. TECH CONTACTED TECH SERVICES, SPOKE TO DAMIEN REFERENCE#4886935 "UNABLE TO DUPLICATE, CONCERN IS DOCUMENTED, SOMETHING PLUGGED INTO DIAGNOSTIC PORT. WIRES WERE TIGHT AND RUBBING THROTTLE BODY. TECH INVESTIGATED AND FOUND NO PROBLEMS. TCA CONNECTOR- TESTED VOLTAGE ON R/W @5.03 VOLTS. DRAG TESTED CONNECTOR, CONNECTOR FEELS FINE. WOULD HAVE TO DUPLICATE CONCERN.			
	CODES FOR DOCUMENTATION: B2161 - BRAKE LAMP OUTPUT OPEN B2201 - IGN SWITCH OFF WVSS COO77 - TIRE PRESSURE U0125 - LOST COMM W/IMU P151100 - ETC POWER MANAGEMENT MODE P160000- ETC WATCHDOG ERROR P210000 - ETC DRIVER CIRCUIT OPEN P210500 - EIC FORCED SHUTDOWN			
Sub-total For Event (without Tax):				0.00

SO/Layaway Deposit: 0.00
Work Order Deposit: 0.00

Charged On Account: 844.96
Item Total: 433.03
Labor Total: 396.00
Sublet Total: 0.00
Shop Supplies: 15.84
Total Deductible(s): 0.00
Storage Fee: 0.00
Tax/Fee Charges: 0.09
Total Amount: 844.96
Total Received: 0.00
Change Tendered: 0.00

9/14/23
10:58AM

WORK ORDER REPRINT

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GRUENE HARLEY-DAVIDSON
1288 LOOP 337
NEW BRAUNFELS, TX 78130-0000
(830) 624-2473



Customer: 136961
HAYS COUNTY PRECINT

W.O. Number: 81356

Appointment: 7/13/2023 9:00AM

Mileage In: 5053

Offered Back: 7/13/23 2:02PM

Mileage Out: 5055

Year: 2022

Shop Tag:

Mfg: HD

Plate No:

Phone:

Work:

Ext:

Model: FLHP

Service Advisor: CWB

Fax:

*Mobile: (956)878-7479

VIN: 1HD1FHP1XN8670441

Sold By: ZDT

P.O. No:

Tax No:

Tax Exempt: Yes

Color: DKPO/B WHT SLV W/ PINST Invoice No: 303982

Comments: 5K SERVICE SYN3 AND INSTALL NEW BRAKE PEDAL

Ref. No.:

Dlr. Lic #:

Item Number / Job Code	Item Description / Labor Description	Delivered Quantity / Hours	Price Each / Hourly Rate	Extended Amount
---------------------------	---	-------------------------------	-----------------------------	--------------------

Event Number: 1 Type: R

Description: 5K SERVICE SYN3 AND INSTALL NEW BRAKE PEDAL

11132A	O-RING,X	1.00	1.95	1.95
17369-08	KIT-GASKET,SERV,1K/5K/10K	1.00	5.95	5.95
31600012	SPARK PLUG,X	4.00	7.95	31.80
62600005	LUBRICANT,SYNTH,1-QT,BTL	7.00	16.49	115.43
62700304	FILTER,OIL,BLK,BULK/CASE,	1.00	15.95	15.95
LABOR	Job Code: 0 Tech: JAG	4.00	129.00	516.00

Work Description: 5K SERVICE SYN3 AND INSTALL NEW BRAKE PEDAL

Work Resolution: TECH INSTALLED NEW BRAKE PEDAL, AND 5K SERVICE, TEST ROAD UNIT MC REPRESENTS IT SELF AS IT SHOULD UNDER NORMAL OPERATING CONDITIONS. F/PSI 36/R/PSI 40.

Sub-total For Event (without Tax): 687.08

Event Number: 2 Type: R

Description: RR REAR BRAKE PADS

41852-08B	ANTI-NOISE PAD AND PASTE	1.00	62.95	62.95
Sub-total For Event (without Tax):				62.95

Charged On Account: 770.67

SO/Layaway Deposit: 0.00
Work Order Deposit: 0.00

Item Total: 234.03
Labor Total: 516.00
Sublet Total: 0.00
Shop Supplies: 20.64
Total Deductible(s): 0.00
Storage Fee: 0.00
Tax/Fee Charges: 0.00
Total Amount: 770.67
Total Received: 0.00
Change Tendered: 0.00

9/14/23

10:58AM

WORK ORDER REPRINT

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GRUENE HARLEY-DAVIDSON
1288 LOOP 337
NEW BRAUNFELS, TX 78130-0000
(830) 624-2473



Customer: 136961
HAYS COUNTY PRECINT #4

W.O. Number: 81006
Appointment: 6/06/2023 1:00PM
Offered Back: 6/6/23 5:29PM
Year: 2022
Mfg: HD
Model: FLHTP
VIN: 1HD1FMP17NB655825
Color: DKPO/B WHT SLV W/ PINST
Ref. No.:
Mileage In: 7541
Mileage Out: 7543
Shop Tag:
Plate No:
Service Advisor: DAM
Sold By: ESS
Invoice No: 302972
Dir. Lic #:

Phone:
Fax:
P.O. No:
Work:
*Mobile: (956)878-7479
Tax No:
Tax Exempt: Yes
Comments: 5K SVC

Item Number / Job Code	Item Description / Labor Description	Delivered Quantity / Hours	Price Each / Hourly Rate	Extended Amount
------------------------	--------------------------------------	----------------------------	--------------------------	-----------------

Work Order Notes: 6/23/23 - called talon again. they are still working on the tax issue. case #4989221.....dam

6/20/23 - called talon, they are still working on getting the tax off the labor.....dam

6/14/23 - called talon several times. they are working on it.....dam

6/8/23 - talon is working on getting the tax not to show on the wo.....dam

6/6/23 - complete. mc is not here, need to close out once i hear back from their office.....dam

Event Number: 1	Type: R
Description: ENG LIGHT ON	
SURCHARGE OFFSET	SURCHARGE OFFSET 1.00 -30.87 -30.87
LABOR	Job Code: 0 Tech: JAG 0.00 129.00 0.00
Work Description:	ENG LIGHT ON
Work Resolution:	TECH NOTED CODES WERE HISTORICAL C1100 TPMS, 91511, P1600, P2100, P2105.
Sub-total For Event (without Tax): -30.87	

Event Number: 2	Type: R
Description: 5K SERVICE	
11132A	O-RING,X 1.00 1.95 1.95
17369-06	KIT-GASKET,SERV,1K/5K/10K 1.00 5.95 5.95
31600012	SPARK PLUG,X 4.00 5.95 23.80
62600005	LUBRICANT,SYNTH,1-QT,BTL 7.00 16.49 115.43
62700304	FILTER,OIL,BLK,BULK/CASE, 1.00 15.95 15.95
LABOR	Job Code: 0 Tech: JAG 3.00 129.00 387.00
Work Description:	5K SERVICE
Work Resolution:	TECH COMPLETED 5K SERVICE WITH SYN3. TEST RODE UNIT, MC REPRESENTS ITS SELF AS IT SHOULD UNDER NORMAL OPERATING CONDITIONS.
Sub-total For Event (without Tax): 550.08	

Event Number: 3	Type: R
Description: CLUCH LEVER LOOSE	
LABOR	Job Code: 0 Tech: JAG 0.00 129.00 0.00
Work Description:	CLUCH LEVER LOOSE
Work Resolution:	TECH ADJUSTED CLUTCH
Sub-total For Event (without Tax): 0.00	

Event Number: 4	Type: R
Description: R&R REAR TIRE	
43200027	TIRE,RR,180/65B16,M/C81H, 1.00 349.95 349.95
LABOR	Job Code: 0 Tech: ARV 1.00 129.00 129.00
Work Description:	R&R REAR TIRE
Work Resolution:	TECH REMOVED AND REPLACED REAR TIRE, PSI SET FRONT 36 REAR 40.
Sub-total For Event (without Tax): 478.95	

9/14/23
10:58AM

WORK ORDER REPRINT

Page:2

9

GRUENE HARLEY-DAVIDSON
1288 LOOP 337
NEW BRAUNFELS, TX 78130-0000
(830)624-2473



Customer: 136961
HAYS COUNTY PRECINT #4

W.O. Number: 81006
Appointment: 6/06/2023 1:00PM Mileage In: 7541
Offered Back: 6/6/23 5:29PM Mileage Out: 7543
Year: 2022 Shop Tag:
Mfg: HD Plate No:
Model: FLHTP Service Advisor: DAM
VIN: 1HD1FMP17NB655825 Sold By: ESS
Color: DKPO/B WHT SLV W/ PINST Invoice No: 302972
Ref. No.: Dir. Lic #:

Phone: Work: Ext:
Fax: *Mobile: (956)878-7479
P.O. No: Tax No: Tax Exempt: Yes
Comments: 5K SVC

Item Number / Job Code	Item Description / Labor Description	Delivered Quantity / Hours	Price Each / Hourly Rate	Extended Amount
---------------------------	---	-------------------------------	-----------------------------	--------------------

SO/Layaway Deposit: 0.00
Work Order Deposit: 0.00

Charged On Account: 1,018.80
Item Total: 482.16
Labor Total: 516.00
Sublet Total: 0.00
Shop Supplies: 20.64
Total Deductible(s): 0.00
Storage Fee: 0.00
Tax/Fee Charges: 0.00
Total Amount: 1,018.80
Total Received: 0.00
Change Tendered: 0.00



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

Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Shell

Sponsor:

Commissioner Shell

Agenda Item

Approve the reappointment of Andy Cable, Scott Brown and John Anderson to the Board of Emergency Services District #7 for two year terms ending December 31, 2025. **SHELL**

Summary



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to execute a work order between Hays County and Security One, Inc. to replace one of the cameras in the PCT. 3 Courtroom in the amount of \$748.34 and amend the budget accordingly. **SHELL/T.CRUMLEY**

Summary:

One of the security cameras in the PCT 3 Courtroom has broken and Security One, Inc. has submitted a work order under our current agreement to replace the camera. Funds are available in the Justice Court Building Security Fund.

Fiscal Impact:

Amount Requested: \$748.34

Line Item Number: 110-628-00.5719_400

Budget Office:

Source of Funds: Justice Court Building Security Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$749 - Increase Misc. Equipment Operating 110-628-00.5719_400

(\$749) - Decrease General Supplies 110-000-00.5201

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Purchasing Wavier to obtain three quotes, due to component parts

Auditor's Office:

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Security One - Work Order- PCT 3

Security One, Inc
716 W. Byrd Blvd
Universal City, TX 78148
210-341-8900



WORK ORDER

NAME Hays County PCT 3 PHONE 512-847-5532
ADDRESS 200 Still Water
CITY Wimberley TEXAS 78676
BILLING # Camera System CSID # ☒ Tax Exempt
DATE Sept. 29, 2023 ☒ Chargeable ☐ Non-Chargeable
This proposal is valid for 60 days from above date

DESCRIPTION OF WORK

Replace Camera in Courtroom and set up on Toughdog Recorder and set up for recording as all others.

QTY	MATERIAL	UNIT PRICE	EXTENDED
1	4 MP -, IP Cameras	\$748.34	\$748.34
1	Camera Back Box		\$0.00
2	Tech Time Hours		\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
I am aware that there are details on the reverse side. I also acknowledge that unless I select a backup form of communication (such as a GSM) a phone line is required for this system at all times. I accept this proposal as written above. List exceptions, if any:		Total Materials	\$748.34
		Tax	
		TOTAL	\$748.34

Customer Acceptance

Security One, Inc.

This company is licensed and regulated by the TEXAS DEPARTMENT OF PUBLIC SAFETY PRIVATE SECURITY BUREAU.
Any complaints may be addressed to that agency at PO Box 4087 Austin, TX 78773-0001

1. INSTALLATION: 1.1 The customer agrees to have the system installed by The Company. **1.2** The Company agrees to furnish all the material and labor necessary for the installation.

2. PRICE, PAYMENT, AND OWNERSHIP: 2.1 The Customer agrees to pay The Company for The System listed on the reverse side of this agreement. **2.2** Payment is due when system is made operable and is delinquent if not paid within thirty (30) days. **2.3** All equipment is leased to The Customer unless otherwise noted on the front of this document. **2.4** All purchased equipment remains the property of The Company until paid in full.

3. LIABILITY OF COMPANY: The Company does not represent or warranty that The System may not be compromised circumvented; or that The System will prevent any loss by burglary, hold-up, fire, or otherwise; or that The System will in all cases provide the protection for which it is installed or intended. Customer acknowledges and agrees; that The Company is not an insurer; that The Customer assumes all risk of loss or damage to The Customer's premises or to the contents thereof and The Customer has read and understand all this agreement.

4. WARRANTY: The Company hereby warrants that all the material installed will be as specified. Parts have a warranty of one (1) year. Labor has a warranty of ninety (90) days. Service outside of the above parameters is chargeable service, unless noted on the lease or service agreement.

5. DISCLAIMER OF WARRANTIES: Except as set forth above, The Company makes no express or implied warranties as to the matter whatsoever, including without limitation, the condition of the equipment, its merchantability, or its fitness for any particular use.

6. ACCEPTANCE OF INSTALLATION: Any error or omission in the construction or installation of The System must be called to the attention of The Company in writing within five (5) days after the date that The System is made operable. Otherwise the installation shall be deemed totally satisfactory to The Customer and accepted by The Customer.

7. COMPANY'S RIGHT TO FILE MECHANIC'S LIEN: The Company has the right to file a mechanic's lien on the property where The System is installed or service is rendered if fees are not paid.

8. INDEMNIFICATION: The Customer agrees to indemnify and hold harmless The Company, its successors and assigns, from any loss, cost or expense on account of any claim for damages by any person not a party to this agreement including The Customer's insurance company.

9. SELLER IS NOT AN INSURER: It is understood and agreed that The Company is not an insurer; that instance, if any, shall be obtained by The Customer.

10. GENERAL PROVISIONS:

Attorney's Fees: Limitation of Actions. Both parties agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence, or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore.

Invalid Provisions. In the event, any of the terms or provisions of this agreement shall be declared to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

Customer's Purchase Order. Customer acknowledges that if there is any conflict between this agreement and The Customer's purchase order or any other document, whether prior or subsequent to this agreement, this agreement will govern unless approved in writing by an authorized officer of The Company.

Agreement Suspended on Catastrophe. This agreement may be suspended or canceled, without notice at the option of The Company, if The Company's or The Customer's premises or The System are destroyed by fire or other catastrophe, or so substantially damages that it is impractical to continue service, or in the event The Company is unable to render service as a result of any governmental authority.

Entire Agreement: Modification. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understanding or agreement of the parties, and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by a written agreement signed by the parties or their duly authorized agents. No waiver or a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.

Notice. All notices to be given there under shall be in writing and may be served, either personally or by certified mail, return receipt requested, to the address contained herein.

Credit Inquiry. The Customer, by signing this agreement, hereby authorizes The Company to perform a credit investigation, including inquiry into The Customer's consumer credit files with various credit reporting agencies.

Gender; Number. Whenever the context requires in this agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall be deemed to include the others.

Conditions and Covenants. Each and all of the provisions of this agreement are conditions to be faithfully and fully performed.

Section Headlines. The section titles used herein are for the convenience of the parties only and shall not be considered in construction the provision of this Agreement.

Jurisdiction and Venue. This agreement shall be constructed in accordance with laws of the State of Texas. Venue for any action brought to enforce any provision of this agreement may only be had in Hays County, Texas.

The Company Operating License. The Company operates under the two following registration numbers:

(a) Security License No B-03192 issued by the Texas Department of Public Safety Private Security Bureau, P.O. Box 4087, Austin, TX. 78773-0001. Phone (512) 424-7293, and (b) Fire Alarm License No. ARC1165 issued by the State Fire Marshall's Office, Mail Code 112-FM, P.O. Box 149221, Austin, TX 78714-9221. Phone (512) 676-6800.



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

T.CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item

Ratify the submission of a grant application to the Firehouse Subs Public Safety Foundation in the amount of \$24,447.39.
SHELL/T.CRUMLEY

Summary

Request to ratify the submission of a grant application to Firehouse Subs Public Safety Foundation on October 12, 2023. If awarded, this grant would provide a total of 15 AEDs (automated external defibrillators). Each Hays County Constables Office would receive three AEDs for their respective offices. An AED is a portable electronic device that is designed to analyze a person's heart rhythm and deliver an electronic shock to individuals suffering an abnormal heart rate during an emergency situation. The total amount applied for is \$24,447.39. There is no cost match required.

Attachments

Quote
Application



Sales Quote

Q1042103

October 11, 2023

Page 1 / 1

Cardio Partners Inc
PO Box 772834
Detroit, MI 48277
715-356-0200

Customer Number C0953990
Your Reference
Customer PO Number
Shipping Method FEDEX Ground
Payment Terms Credit Card

BILL TO:

Hays County
Michael Torres
5458 SM 2770
Kyle, TX 78640
USA

SHIP TO:

Hays County
Michael Torres
5458 SM 2770
Kyle, TX 78640
USA

David Peterson-712 S Stagecoach Tr. San Marcos, TX 78666
Don Montauge-PO Box 1316 Wimberley, TX 78676
Rod Hood-195 Roger Hanks Pky #3 Dripping Springs, TX 78620
John Ellen-500 Jack C. Hays Tr. Buda, TX 78610

Item No.	Description	Quantity	Current Price	Your Price	Total
350-BAC-US-10 W/EXT	HS-AED Samaritan PAD 350P AED Kit w/Case (Semi Automatic) - 15 Z-HS-AED Samaritan PAD 350P AED - Semi Automatic - 15 RKM-Responder Pack Premium AED/CPR -AED Superstore - 15 SIGN-Decal 4" Round - AED Equipped Facility - 15 TAG-Check Tag (Single) by AED Superstore - 15 HS-PAD-Pak - Adult Electrode Pads and Battery for Samaritan PAD	15	1,485.00	1,485.00	22,275.00
ARCH-1	MD-Arch Medical Direction and Program Management - 1 year	15	149.99	119.99	1,799.85
PAD-PAK-02	HS-PAD-Pak - PEDIATRIC Electrode Pads and Battery for Samaritan PAD	15	270.00	243.00	3,645.00
8600-STB001B	MISC-Kit Basic Stop the Bleed Curaplex - Vacuum Sealed	15	60.99	54.89	823.35
	Shipping Charges	1		68.40	68.40
EMERGENC400	\$400 off select AEDs	15		-400.00	-6,000.00
Subtotal					22,611.60
Total Tax					1,835.79
Total \$ Incl. Tax					24,447.39

Quote valid for 30 days from the above date.

Prepared for you by:

Stephanie Sowatzka
stephanie.sowatzka@cardiopartners.com
800-696-2401

APPLICANT AND DEPARTMENT INFORMATION

First Name Ashton	Last Name Pecina	Email Address ashton.pecina@co.hays.tx.us	Department Tax ID# 74-6002241
Organization/Department Hays County	Alternate Name Simone Corprew	Alternate Email simone.corprew@co.hays.tx.us	
Address Line 1 101 Thermon Dr		City San Marcos	
Address Line 2		State TX	Zip 78666
Shipping Address Line 1 101 Thermon Dr		Shipping City San Marcos	
Shipping Address Line 2		Shipping State TX	Shipping Zip 78666
Organization Phone Number 512-393-2209	Applicant Cell Phone Number 830-765-9623	Alternate Contact Number 512-393-2208	
Local Approval Pre-qualifications Our jurisdiction requires approval from local officials once the award is granted.			

APPLICATION REQUEST INFORMATION

The type of grant you are requesting: Equipment	What is the EXACT cost of the equipment? \$24,447.39
Variances in the amounts requested will be the responsibility of the grant recipient to pay directly? Yes	
What Equipment are you requesting for your department? AEDs. 15 AEDs.	Briefly explain how the equipment will benefit your community and your department. AEDs will benefit the community and the schools throughout the precincts in Hays County in case there is a situation when an individual's heart has stopped. medication has been shown to be better. One of the main duties is Constable
Vendor Company Name Cardio Partner	Sales Representative Name Stephanie Sowatzka
	Sales Representative Email stephanie.sowatzka@cardiopartner.com
What is the amount of funding you are requesting? Field not required for this category of request	Please provide a detailed description of how the funding will assist your organization: Field not required for this category of request
How many scholarships would the requested funding provide? Field not required for this category of request	Please describe the selection and distribution process for the requested scholarship funding. Field not required for this category of request

COMMUNITY IMPACT

Have you unsuccessfully reached out to the city for funds to purchase the equipment? At this time Hays County has completed its budget for the next fiscal year. Hays County does not have AED funds available to purchase for the Constables Office. Hays County may have the funding next fiscal year, but there is no guarantee for	Was there a particular instance where a life would have been positively impacted if you would have had the equipment available? Yes, there have been numerous cases where an individual has needed an AED on hand to give the emergency service needed.
What positive effects will the equipment specifically have? Please use statistics when possible. The funds will allow the Constable Office to be prepared so that in case a citizen needs this service, the Constable Office will be able to provide a quick response.	

FIREHOUSE SUBS RELATIONSHIP

Address of Firehouse Subs location nearest you. 2586 S.IH 35, san marcos, TX, 78666	How far is this location from your department? 2.5 Miles
How did you hear about our organization? Our County offices purchase food from this store.	Has your department received funding from Firehouse Subs Public Safety Foundation in the past? No

By applying, you grant Firehouse Subs Public Safety Foundation (the "Foundation") permission to use your organization's name and identifying trademarks in connection with this application and in connection with the Foundation's solicitations for support.

Initial Acceptance AP	PIO Email: natalie.frels@co.hays.tx.us
PIO (Public Information Officer) Name: Natalie Frels	PIO Phone Number: 512-393-2296

Please note, there are different categories of funding within the grant application, therefore the printed PDF document may contain some open blank fields. Please do not contact the Foundation if fields appear blank.



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Miller

Sponsor:

Judge Becerra

Agenda Item:

Authorize the renewal of the Hays County Accident Insurance Policy with La Vernia Insurance Agency related to all authorized volunteers at a premium renewal rate of \$300.00. **BECERRA/MILLER**

Summary:

The annual volunteer accident policy is due for renewal with La Vernia Insurance Agency and written by Philadelphia Insurance Companies effective 9/1/23.

Attachment: La Vernia Insurance Agency Policy

Fiscal Impact:

Amount Requested: \$300

Line Item Number: 001-645-00.5340

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, Insurance Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Application for Blanket Accident Insurance



Philadelphia Indemnity Insurance Company

APPLICATION FOR BLANKET ACCIDENT INSURANCE

Accidental Death and Accident Medical Benefits

Page 1 of 1



A Member of the Tokio Marine Group

Philadelphia Indemnity Insurance Company

Administrative Office
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
Tel: 800-873-4552

POLICYHOLDER: Hays County Texas
GROUP POLICY NUMBER: PHPA139361
POLICY EFFECTIVE DATE: 9/1/2023
POLICY ISSUE DATE: 7/5/2023
POLICY TERM 9/1/2023 to 9/1/2024
STATE OF ISSUE: Texas

Philadelphia Indemnity Insurance Company, herein called the Company or We, Us or Our, in consideration of the Application for this Policy and the timely payment of Premiums, agrees, subject to the terms and conditions of the Policy, to insure the Policyholder's eligible members.

This Policy describes the terms and conditions of insurance. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's address. It will remain in effect for the duration of the Policy Term shown above if premium is paid according to agreed terms.

This Policy terminates at 12:01 AM on the last day of the Policy Term unless the Policyholder and We have agreed to continue this Policy for an additional Policy Term. The laws of the State of Issue shown above govern this Policy. We and the Policyholder agree to all of the terms of this Policy.

IN WITNESS WHEREOF Philadelphia Indemnity Insurance Company has caused this Policy to be executed on its Issue Date, to take effect on the Effective Date.

President & CEO
Philadelphia Indemnity Insurance Company

Secretary
Philadelphia Indemnity Insurance Company

• **BLANKET ACCIDENT POLICY** •
(Activities Excluding Sports)
• **NON-PARTICIPATING** •

**THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY.
IT DOES NOT PAY BENEFITS FOR SICKNESS.**

HAVE A COMPLAINT OR NEED HELP?

If you have a problem with a claim or your premium, call Philadelphia Indemnity Insurance Company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through Philadelphia Indemnity Insurance Company. If you don't, you may lose your right to appeal.

Philadelphia Indemnity Insurance Company

To get information or file a complaint with Philadelphia Indemnity Insurance Company:

Call: Customer Service at 1-877-438-7459

Email: service@phly.com

Mail: One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

To compare policies and prices

Visit HelpInsure.com to compare prices and coverages on home and auto insurance policies. The website is a service of the Texas Department of Insurance and the Office of Public Insurance Counsel.

¿TIENE UNA QUEJA O NECESITA AYUDA?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a Philadelphia Indemnity Insurance Company. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de Philadelphia Indemnity Insurance Company. Si no lo hace, podría perder su derecho para apelar.

Philadelphia Indemnity Insurance Company

Para obtener información o para presentar una queja ante Philadelphia Indemnity Insurance Company:

Llame a: Customer Service al 1-877-438-7459

Correo electrónico: service@phly.com

Dirección postal: One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Para comparar pólizas y precios

Visite HelpInsure.com para comparar precios y coberturas en pólizas de seguro para el hogar y automóvil. El sitio web es un servicio del Departamento de Seguros de Texas y de la Oficina del Asesor Público de Seguros (Office of Public Insurance Counsel, por su nombre en inglés).

PI-Notice TX (01/20)

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SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.

Eligible Persons: All authorized volunteers of the policyholder

CONDITIONS OF COVERAGE

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions, under the following coverages.

Policyholder Coverage

Personal Deviations covered

no

Covered activities

Participation in and attendance at the following Policyholder Supervised and Sponsored activities: All authorized volunteer activities

ACCIDENT INDEMNITY BENEFITS

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Each of the following Covered Losses may be included or deleted at the option of the Policyholder. Benefit amounts are variable and may be expressed as a percentage of the Principal Sum or as a dollar amount.

Principal Sum

\$25,000

Loss must occur within

365 days of the Covered Accident

Schedule of Covered Losses

Covered Loss

Benefit

Loss of Life

100% of the Principal Sum

Loss of Two or More Hands or Feet

200% of the Principal Sum

Loss of Sight of Both Eyes

200% of the Principal Sum

Loss of One Hand or Foot and

Sight in One Eye

200% of the Principal Sum

Quadriplegia

200% of the Principal Sum

Paraplegia

200% of the Principal Sum

Hemiplegia

200% of the Principal Sum

Loss of One Hand or Foot

100% of the Principal Sum

Loss of Sight in One Eye

100% of the Principal Sum

Loss of Speech

100% of the Principal Sum

Loss of Hearing in Both Ears

100% of the Principal Sum

Loss of Thumb and Index Finger
of the Same Hand

50% of the Principal Sum

Aggregate Limit of Indemnity

\$500,000

Applies to:

All Conditions of Coverage

Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses suffered by all Covered Persons insured under this Accidental Death and Dismemberment Benefit as the result of any one Covered Accident that occurs under one of the Conditions of Coverage, as specified

above. If this amount does not allow all Covered Persons to be paid the amounts this Policy otherwise provides, the amount paid will be the proportion of the Covered Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

ACCIDENT MEDICAL EXPENSE BENEFITS

Any benefit limits and Benefit Percentages for Accident Medical Expense Benefits apply, unless otherwise specified, on a per-Covered Person per-Covered Accident basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

Scope of Coverage Applicable to Accident Medical Benefits

Full Excess Medical Expense

Other Health Plan Reduction	50%
--------------------------------	-----

Medical Expense Benefits

Total Maximum for all Accident Medical Expense Benefits	\$100,000
First Covered Expenses must be Incurred within	180 days after a Covered Accident
Benefit Period	1 year from the date of the Covered Accident
Deductible	\$0

Covered Expenses

In-Patient Hospital Services	
Daily ICU or CCU Benefit	100%
Daily In-Hospital Benefit	100% of the average Semi-private room rate
Miscellaneous Services	100% per Hospital Stay
Ambulatory Medical Center	100%
Emergency Room Treatment	100%
Physician Services	
Surgery Benefit	100%
Assistant Surgeon	100%
Physician's Surgical Facilities	100%
Second Opinion or Consultation	100%
Physician's Assistant	100%
Anesthesia Benefit	100%
Inpatient Visits	100%
Office Visits	100% per visit
Outpatient X-ray, CT Scan, MRI and Laboratory Tests	100%

Outpatient Physiotherapy	100%
Nursing Services	100%
Ambulance Services	100%
Medical Equipment Rental	100%
Medical Services and Supplies	100%
Dental Services	100%
Prosthetic Devices	100%
Orthotic Devices	100%
Prescription Drug Benefit	
Benefit per prescription	100%
Home Health Care Benefit	
Calendar Year Deductible	\$0
Home Health Care Visit	100%
Maximum Visits	40 per calendar year
Medical Supplies, Drugs and Medications	100%

RATE TABLE Rates are variable by risk quoted. Rates may be daily, weekly, monthly, quarterly, semi-annually or annually. Rates may be paid: on the effective date, within 30 days from the effective date, monthly, quarterly, semi-annually or annually.

Premium Rates	\$300
Minimum Premium	\$300
Contributions	The cost of this insurance is paid by the Policyholder. Minimum and deposit premiums are fully earned and non-refundable.
Mode of Premium Payment	Fixed Annual
Premium Due Date[s]	Policy Effective Date

GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

Beneficiary means in the case of death of the Covered Person, a person named by the Covered Person to receive benefits provided by this Policy.

Benefit Percentage means the percentage of Covered Expenses We pay that are Incurred by the Covered Person after he satisfies any applicable Deductible. Benefit Percentages are shown in the *Schedule of Benefits*.

Certificate means the evidence of the Covered Person's coverage under this Policy. Coverage is subject to the Policy provisions. The Certificate is not the Policy.

Company or We, Us, Our, means Philadelphia Indemnity Insurance Company, domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

1. occurs while the Covered Person is insured under this Policy;
2. is not contributed to by: disease; sickness; or mental or bodily infirmity; and
3. is not otherwise excluded under the terms of this Policy.

Covered Activity means any recurring activity that is shown in the *Schedule of Benefits* and:

1. takes place under one of the Conditions of Coverage specified in the *Schedule of Benefits*; and
2. is: sponsored; organized; scheduled; or otherwise provided by the Policyholder.

Covered Expenses means the lesser of the reasonable and customary charge and the maximum benefit shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Accident Medical Expense Benefits* section of this Policy. Covered Expenses must be Incurred by a Covered Person for treatment for injuries sustained in a Covered Accident.

Covered Injury means any bodily harm that results directly and independently of all other causes from a Covered Accident.

Covered Loss means: accidental death; dismemberment; or other Injury covered under the Policy.

Covered Person means an Eligible Person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by Us and required premium has been paid when due and for whom coverage under this Policy remains in force.

Deductible means the amount of Covered Expenses that each Covered Person must incur before benefits are paid under this Policy.

He, Him or His means an individual, male or female.

Health Benefit Plan means any arrangement, whether individually purchased or incidental to employment or membership in an association or other group, which provides benefits or services for: health care; dental care; disability benefits; or repatriation of remains. A Health Benefit Plan includes group, blanket, franchise, family or individual:

1. insurance policies;
2. subscriber contracts;
3. uninsured agreements or arrangements;
4. coverage provided through: Health Maintenance Organization; Preferred Provider Organization; State or Federal Exchanges; Insurance Cooperatives and other prepayment; group practice and individual practice plans;
5. medical benefits provided under automobile "fault" and "no-fault" – type contracts;
6. medical benefits provided by any governmental plan or coverage or other benefit law, except:

- a. a state-sponsored Medicaid plan; or
- b. a plan or law providing benefits only in excess of any private or non-governmental plan;
7. other valid and collectible medical or health care benefits or services.

Hospital means an institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

The term Hospital does not include a clinic facility or unit of a Hospital for:

1. rehabilitation; convalescent; custodial; or educational or nursing care;
2. the aged, drug addicts or alcoholics; or
3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person incurs an expense.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless separated by at least 90 days.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital. In such case, the term "Inpatient" shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

Maximum Benefit means the most we will pay for each Benefit stated in the Schedule of Benefits.

Nurse means an individual licensed by the Texas State Board of Medical Examiners to practice medicine within the scope of his or her license.

Orthotic Device means a brace or splint used to support, immobilize or treat injured muscles, joints or skeletal parts.

Out-Patient means a Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.

Personal Deviation means any activity which:

1. is neither reasonably related to or incidental to the purpose of travel for which coverage is provided by this Policy; and
2. the Covered Person performs before, during or after covered travel.

When coverage is provided during a Personal Deviation, the time period covered is shown in the *Conditions of Coverage* section of the *Schedule of Benefits*.

Physician means an individual licensed to practice medicine by the Texas State Board of Medical Examiners within the scope of his or her license. This term includes a doctor of osteopathic medicine.

Policy means a legal contract between the Policyholder and Us which describes the terms and conditions of insurance subject to its provisions, limitations and exclusions.

Policyholder means the branch or organization that elects to provide the coverage under this Policy for its members or participants.

Policy Effective Date means the date this Policy takes effect as shown on the face page.

Pre-existing Condition means a disease or physical condition for which the Covered Person received medical advice or treatment in the 12 month period before the Covered Person's coverage became effective under the Policy.

Prosthetic Device means an artificial device to replace, in part or in whole, a leg, an arm, or an eye.

Schedule of Benefits means the outline of the: Coverages and Benefits provided by this Policy.

Usual and Customary Charge means the normal charge, in the absence of insurance, made by the provider of any treatment, but not more than the prevailing charge in the area:

1. for a like service by a provider with similar training or experience; or
2. for a supply that is identical or substantially equivalent.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Policy Effective Date

We agree to provide Blanket Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page as long as the Minimum Participation requirement shown in the Schedule of Benefits has been satisfied.

Eligibility

An individual becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*. An Eligible Person may be insured under only one Covered Class, even though he may be eligible under more than one Covered Class.

Effective Date for Individuals

Insurance becomes effective for an Eligible Person on the latest of the following dates:

1. the effective date of this Policy;
2. the date the individual becomes eligible.

Effective Date of Changes

Any increase or decrease in the amount of insurance for the Covered Person resulting from a change in benefits provided by this Policy or a change in the Covered Person's Covered Class will take effect on the date of such change. Increases will take effect subject to any Active Service requirement.

Termination of Insurance

The insurance on a Covered Person will end on the earliest date below:

1. the date the person is no longer in an Eligible Class;
2. the end of the last period for which premium is paid subject to the Grace Period;
3. the date this Policy terminates.

Termination will not affect a claim for a Covered Loss resulting from a Covered Accident that occurs before the termination date. However, in no instance will benefits extend beyond the earlier of:

1. the end of the Benefit Period; and
2. the date benefits equal to any applicable Benefit Limit or Maximum, as shown in the *Schedule of Benefits*, have been paid;
3. the date benefits paid equal any applicable Policy Aggregate Maximum, as shown in the *Schedule of Benefits*.

Extension of Benefits

We will extend benefits under the Policy for 3 months after a Covered Person's coverage would otherwise end if on that date he or she is:

1. confined in a Hospital for a Covered Injury; and
2. under a Physician's care.

Any benefits payable under this provision will not exceed the benefit maximums shown in the Schedule of Benefits.

GENERAL PROVISIONS

Entire Contract; Changes

This Policy, including the application, endorsements, amendments and any attached papers, constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

Any statements made by the Policyholder or Covered Persons will be treated as representations and not warranties. No such statement shall: void the insurance; reduce the benefits; or be used in defense of a claim for loss incurred; unless: it is contained in a written application; and a copy is provided to the person who made such statement, or if the Insured has died or become incapacitated, a copy of the written statement is given to his or her beneficiary or representative.

Misstatement of Fact

If a Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Misstatement of Age

If the age of the Covered Person has been misstated, We will adjust the benefits under this Policy to those that would be applicable at the correct age.

Assignment

The rights and benefits under this Policy may not be assigned and any attempt to assign will be void except assignments of benefits to a physician or other health care provider who provides health care services to the Covered Person.

Incontestability

The validity of this Policy may not be contested after the Policy has been in force for two years after its date of issue. In the absence of fraud, a statement made by a Covered Person relating to the Covered Person's insurability may not be used in contesting the validity of the insurance with respect to which the statement was made: a) after the insurance has been in force before the contest for two years during the Covered Person's lifetime; and b) unless the statement is contained in a written instrument signed by the Covered Person making the statement.

Reporting Requirements

The Policyholder or its authorized agent must report all of the following to Us by the premium due date:

1. the number of persons insured on the Policy Effective Date;
2. the number of persons who are insured after the Policy Effective Date;
3. the number of persons whose insurance has terminated;
4. any additional information required by Us.

Clerical Error

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to Us within 30 days after a Covered Loss occurs or begins or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that such notice was given as soon as was reasonably possible. Notice can be given: to Us at Our Administrative Office, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004; to such other place as We may designate for the purpose; or to Our authorized agent. Notice should include the Policyholder's name and policy number and the Covered Person's name and address.

Claim Forms

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Claimant Cooperation Provision

Failure of a claimant to reasonably cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

Notice of Acceptance/Rejection of Claim

We will notify a claimant in writing of the acceptance or rejection of a claim not later than the 15th business day after the date We receive all items, statements, and forms required to secure final proof of loss.

Time of Payment of Claims

We will pay benefits due under this Policy for any loss other than benefits for loss of time not later than the 60th day after the date We receive written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits payable under this Policy for loss of time will be paid monthly during the period for which We are liable, and any balance remaining unpaid at the end of that period will be paid as soon as possible after We receive written or authorized electronic proof of loss.

Payment of Claims

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the Insured or the Insured's assignee.

If We are to pay benefits to the estate or to a person who is a minor or otherwise not competent to give a valid release, We may pay benefits to such Covered Person's parent, guardian, or other person actually supporting the Covered Person.

The Insured may assign all or a portion of any benefits provided by the Policy for dental care services to the dentist providing the services. In the case of such an assignment, We will pay benefits directly to the dentist designated.

We will repay the actual costs of medical expenses the Texas Department of Human Services pays through medical assistance for a Covered Person if, under the Policy, the Covered Person is entitled to payment for the medical expenses.

Beneficiary

The beneficiary is the person or persons the Covered Person names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes or to make any assignment of rights or benefits permitted by this Policy, unless the beneficiary has been designated as an irrevocable beneficiary.

A beneficiary designation or change will become effective on the date the Covered Person executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Covered Person has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Covered Person dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:

1. Spouse;
2. Child or Children;
3. mother or father;
4. sisters or brothers;
5. estate of the Covered Person.

Physical Examination and Autopsy

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

ADMINISTRATIVE PROVISIONS

Cancellation

We or the Policyholder may cancel this Policy, after the first year, by giving Us 60 days advance written notice. Any premium rate guarantee will not affect Our or the Policyholder's right to cancel this Policy.

If a premium is not paid when due, We will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the *Schedule of Benefits*.

Cancellation will not affect a claim for a Covered Loss resulting from a Covered Accident that occurred before the cancellation date.

Grace Period

A Policy Grace Period of 31 days will be granted for payment of required premiums due after the first premium, unless:

1. We do not intend to renew this Policy beyond the period for which premium has been accepted; and
2. written notice of Our intention not to renew is delivered to the Policyholder at least 90 days before the premium is due.

This Policy will be in force during the Policy Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last day of the Grace Period. The Policyholder is liable to Us for any unpaid premium for the time this Policy was in force.

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates, as set forth in the *Schedule of Benefits* or subsequently changed, the plan and amounts of insurance in effect for Covered Persons and the premium mode selected, as shown in the *Schedule of Benefits*. If a Covered Person's insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day before the reduction took place. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

Premium Payment

The total premium paid by the Policyholder is the sum of premiums for all Covered Persons including any amounts contributed toward the cost of this insurance by Covered Persons. The initial premium is due on the Policy Effective Date and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the *Schedule of Benefits*, unless the Policyholder and We agree to another mode of premium payment. Premiums are paid at our Administrative Office or to Our authorized agent.

If any premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid premiums, except as provided in the Grace Period provision.

Changes in Premium Rates

We may change the premium rates from time to time with at least 60 days advance written notice to the Policyholder. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of this Policy change;
2. the number of Covered Persons increases or decreases by more than 10% since the later of the Policy Effective Date and the first day of the current Policy term;
3. coverage is reinstated following failure to pay premium during the Grace Period;
4. acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 10% or more the number of Covered Persons;
5. a change in the number of Covered Persons which would, on a manual rate basis, require a change of 10% or more in the premium rate;
6. a change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects Our benefit obligations under this Policy; or

7. the Policyholder fails to provide sufficient information, as required by Us, to confirm adequacy of premiums and rates currently being paid.

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

Premium Audit

We will have the right to audit books and records of the Policyholder at its place of business and during regularly-scheduled business hours, in order to determine the accuracy of premium paid.

Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to the earliest period for which premium was not previously paid.

CONDITIONS OF COVERAGE

This section describes the Conditions of Coverage under which benefits provided by this Policy become payable. Any benefits are payable only once, even though more than one Condition of Coverage may apply. Please read these and the Common Exclusions sections in order to understand all of the terms, conditions and limitations of coverage.

POLICYHOLDER COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, when a Covered Person suffers a Covered Loss resulting, directly and independently of all other causes, from a Covered Accident that occurs during one of the Covered Activities shown in the *Schedule of Benefits*.

The Covered Activity must take place:

1. under one of the Conditions of Coverage shown in the *Schedule of Benefits*; and
2. on the premises of the Policyholder during normal hours of operation or during another scheduled time; or
3. at another site designated by the Policyholder where the Covered Activity is scheduled.

This Coverage also includes travel only within the United States, Canada and Mexico and only directly and without interruption;

1. between the Covered Person's home or another meeting place designated by the Policyholder and the site of the Covered Activity; and
2. by common carrier providing transportation to the site of the Covered Activity or by a private passenger automobile driven by an adult with a valid drivers' license.

Travel Coverage for Overnight Covered Activities Covered Travel also includes travel by any common carrier providing transportation to a Covered Activity within the United States, Canada or Mexico when the Covered Person's participation in or attendance at it requires him to be away from his normal residence for a stay of one or more nights. Coverage for travel to any Covered Activity that takes place outside the United States, Canada or Mexico will be covered only if We have agreed to it in writing.

Exclusions This coverage will not be in effect during

1. the Covered Person's Personal Deviation; or
2. during travel to any Covered Activity that takes place outside the United States, Canada and Mexico unless we have agreed to provide it in advance.

Other exclusions that apply to this coverage are in the *Common Exclusions* section.

COMMON EXCLUSIONS

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. active participation in a riot or insurrection;
4. bungee jumping; parachuting; skydiving; parasailing; hang-gliding;
5. declared or undeclared war or act of war;
6. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as:
 - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
7. travel in or on any off-road motorized vehicle except a golf *cart or any other vehicle We specifically agree to cover* not requiring licensing as a motor vehicle;
8. participation in any motorized race or contest of speed;
9. an accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license; except while participating in Driver's Education Program;
10. sickness; disease; bodily or mental infirmity; bacterial or viral infection or medical or surgical treatment thereof; except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
11. travel or activity outside the United States, Canada or Mexico;
12. travel in any Aircraft owned, leased or controlled by the Policyholder or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder, if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
13. the Covered Person's intoxication as determined according to the laws of the jurisdiction in which the Covered Accident occurred;
14. voluntary ingestion of any: narcotic; drug; poison; gas; or fumes; unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
15. injuries compensable under Workers' Compensation law or any similar law;
16. occupational injuries for which benefits are not paid under the Workers' Compensation Law or any similar law;

We will not pay benefits for:

17. any Hospital Stay or days of a Hospital Stay that are not appropriate for the condition and locality.
18. A Covered Person's Covered Loss if:
 - a. he was driving a private passenger automobile at the time of the Covered Accident that resulted in the Covered Loss; and
 - b. he was intoxicated, as that term is defined by the law of the jurisdiction in which the Covered Accident occurred.

SCOPE OF COVERAGE APPLICABLE TO MEDICAL EXPENSE BENEFITS

Covered expenses and any applicable Deductibles are shown in the *Schedule of Benefits*.

Other Health Benefit Plan Benefits

When another Health Benefit Plan provides benefits in the form of services rather than cash payments, We will consider the reasonable cash value of such service in determining whether any Deductible has been satisfied, or any amount by which any benefit provided by this Policy will be reduced.

Full Excess Medical Expense

We will pay Covered Expenses:

1. after the Covered Person has satisfied any applicable Deductible; and
2. only when they are in excess of amounts payable by any Other Health Benefit Plan whether or not claim has been made for benefits it provides.

Any Covered Expenses payable under this provision will be reduced by the Other Health Care Plan Reduction Percentage shown in the *Schedule of Benefits* or the amount the other Health Care Plan would have paid had its services or facilities been utilized if:

1. the Covered Person has coverage under another Health Care Plan;
2. the Other Health Care Plan is an HMO, PPO or similar arrangement; and
3. the Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement.

Covered Expenses will not be reduced for emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement. This provision only applies when the Covered Person is covered for in-network benefits only.

Definitions For purposes of the Accident Medical Benefits provided by this Policy:

HMO or Health Maintenance Organization means any organized system of health care that provides health maintenance and treatment services for a fixed sum of money agreed and paid in advance to the provider or service.

PPO or Preferred Provider Organization means an organization offering health care services through designated health care providers who agree to perform those services at rates lower than non-Preferred Providers.

ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay benefits shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for treatment of an injury that resulted directly and independently of all other causes from a Covered Accident.

Benefits will be paid:

1. when Covered Expenses Incurred exceed any applicable Deductible
2. as long as the first expense has been Incurred within the number of days specified in the *Schedule of Benefits*; and
3. until any applicable Benefit Period shown in the *Schedule of Benefits* has expired; and
4. until the total of Covered Expenses paid equals any applicable Benefit Limit or maximum Benefit shown in the *Schedule of Benefits*; and
5. until benefits paid equal the Maximum for Accident Medical Expense Benefits shown in the *Schedule of Benefits*.

Covered Expenses

Inpatient Hospital Services

Room and Board Expenses – We will pay for

1. confinement in an intensive or coronary care unit, up to the maximum daily benefit shown in the *Schedule of Benefits* for each day of such confinement; and
2. any other confinement, up to the maximum daily benefit shown in the *Schedule of Benefits* for each day of the Hospital Stay.

Miscellaneous Expenses – We will pay the Miscellaneous Expenses charged by a Hospital or ambulatory surgical center for outpatient surgery. Miscellaneous Expenses include, but are not limited to: X-ray; laboratory; in-Hospital physiotherapy; nurse services; orthopedic appliances; pre-admission tests; and all necessary charges other than room and board, for services received during a Hospital Stay.

Ambulatory Medical Center

We will pay Covered Expenses Incurred for medical or surgical treatment provided in a licensed facility that provides ambulatory surgical or medical treatment and is not a Hospital or Physician's office.

Emergency Room Treatment

We will pay Covered Expenses Incurred for outpatient emergency room treatment performed in a Hospital, up to the Maximum Benefit shown in the *Schedule of Benefits*. When emergency room treatment is immediately followed by admission to a Hospital, such treatment will be a Hospital Covered Expense.

Physician Services – We will pay Covered Expenses for Covered Expenses listed below.

Surgery

1. Covered Expenses charged for performing a surgical procedure. We will pay up to 100% of the Maximum Benefit for a surgical procedure shown in the *Schedule of Benefits*; and
2. Covered Expenses charged by an assistant surgeon assisting a Physician performing a surgical procedure
3. Covered Expenses charged for treatment of fractured and dislocated bones; operations that involve cutting, incision and/or suturing of wounds; or any other surgical procedure, including aftercare, which is given in the outpatient department of a Hospital or an ambulatory surgical center
4. Any braces, splints or other devices required after surgery to ensure proper healing

Use of Physician's Surgical Facilities – Covered Expenses charged for the use of a Physician's surgical facilities.

Second Opinion or Consultation – Covered Expenses charged by a Physician for a second surgical opinion or consultation.

Physician's Assistant – Covered Expenses charged by a Physician's Assistant for other than pre-or post-operative care, second opinion or consultation:

1. for in-Hospital visits; and
2. for office visits.

Anesthesia and its administration – Covered Expenses charged by a Physician for anesthesia and its administration.

In-Hospital or Office Visits – Covered Expenses charged by a Physician for other than pre-or post-operative care, second opinion or consultation;

1. for in-Hospital visits; and
2. for office visits.

Outpatient X-ray, CT Scan, MRI and Laboratory tests

We will pay Covered Expenses Incurred, when prescribed by a licensed Physician, for X-ray except dental X-rays; CT Scans; MRI's; and laboratory tests.

Outpatient Physiotherapy

We will pay Covered Expenses Incurred for outpatient physiotherapy, when prescribed by a licensed Physician, which includes:(a) acupuncture;(b) microthermy;(c) chiropractic adjustment;(d) manipulation;(e) diathermy; (f) massage therapy;(g) heat treatment; and (h) ultrasound treatment.

Nursing Services

We will pay Covered Expenses Incurred for services other than routine Hospital care, rendered by a Nurse.

Ambulance Services

We will pay Covered Expenses Incurred for ground or air; ground ambulance service to transport a Covered Person from the place where a Covered Accident occurred to the nearest medically appropriate facility. We will pay Covered Expenses Incurred for ground or air ambulance transportation from the nearest medical facility to another appropriate medical facility if a Physician specifies in writing that specialized care not available in the first facility to which the Covered Person was transported is necessary to treat his injury.

Medical Equipment Rental

We will pay Covered Expenses Incurred for rental or, if less, for purchase of:

1. a wheelchair or hospital bed; or
2. other medical equipment that has permanent or temporary therapeutic value for the Covered Person and that can only be used by him. Permanent or therapeutic value is determined solely by Us. Examples of items that are not covered include but are not limited to: computers; motor vehicles and modifications thereof; and ramps and installation costs ; eyeglasses and hearing aids.

Medical Services and Supplies

We will pay Covered Expenses Incurred for:

1. blood and blood transfusions, including processing and administration; and
2. cost and administration of oxygen and other gasses.

We will not pay for storage of blood for any reason.

Dental Services

We will pay Covered Expense Incurred for dental treatment, including X-rays, for injury to a tooth:

1. with no fillings or cavities or only fillings or cavities that do not undermine the tooth cusps; and

2. for which pulpal tissues are healthy and intact; and
3. for which periodontal tissue shows little or no signs of active or chronic inflammation. For insurance review purposes, each tooth unit is evaluated under these criteria rather than a blanket rating of the whole mouth.

Covered Expenses include: examinations; X-rays; restorative treatment; endodontics; oral surgery; initial braces required for treatment of an injury; and treatment of gingivitis resulting from trauma.

Covered Expenses must be Incurred within the Benefit Period shown in the *Schedule of Benefits*. If there is more than one way to treat a dental problem, We will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.

We will pay Covered Expenses Incurred for dental treatment by a noncontracting provider dentist the same as We will pay Covered Expenses Incurred for dental treatment by a contracting provider dentist.

Prosthetic Devices

We will pay Covered Expenses Incurred for prosthetic devices, components of prosthetic devices, and repairs of prosthetic devices.

Orthotic Devices

We will pay Covered Expenses Incurred for the purchase, repair or replacement of an Orthotic Device required as a result of a Covered Accident.

Prescription Drugs

We will pay Covered Expenses Incurred for drugs that

1. can only be obtained through a Physician's written prescription; and
2. are approved for such prescription use by the Federal Drug Administration (FDA).

We will also pay Covered Expenses Incurred for drugs that meet (a) above and are prescribed by a Physician for therapeutic use not specifically approved by the FDA. The Covered Expense for a prescription drug is limited to the cost of a generic drug unless substitution of a generic drug is prohibited by law, no generic drug is available, or the Covered Person's Physician specifically request that a non-generic drug be dispensed.

Home Health Care

We will pay Covered Expenses Incurred for care and treatment rendered to a Covered Person by a Home Health Care Agency, for the maximum number of Visits as shown in the *Schedule of Benefits* for:

1. part-time nursing care provided or supervised by a registered graduate nurse;
2. part-time Home Health Aide service which consists of caring for the patient;
3. physical, speech and occupational therapies when indicated in conjunction with the Covered Person's discharge placement through a rehabilitation facility approved by his Physician and by Us;
4. nutritional counseling; and
5. medical social services by a qualified social worker licensed by the jurisdiction in which services are rendered.

Home Health Care services must be preceded by a Minimum Hospital Stay and must begin within the specified number of consecutive days of discharge from a Hospital. The Minimum Hospital Stay and the number of days of confinement within which Home Health Care must begin are shown in the *Schedule of Benefits*.

Excluded Expenses

None of the following will be considered Covered Expenses unless coverage is specifically provided.

1. Blood, blood plasma or blood storage except expenses by a Hospital for processing or

- administration of blood.
2. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to:
 - a cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
 - b reconstruction incidental to or following surgery resulting from a Covered Accident.
 3. Any elective or routine: treatment; surgery; health treatment; or examinations; including any service, treatment or supplies that are (a) deemed by Us to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States.
 4. Services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay.
 5. Rest cures or custodial care.
 6. Repair or replacement of: existing dentures; partial dentures; braces; or bridgework.
 7. Personal services such as television and telephone, or transportation.
 8. Expenses paid by any automobile insurance policy without regard to fault.
 9. Services or treatment provided by an infirmary operated by the Policyholder or Subscriber.
 10. Treatment of injuries that result over a period of time, such as blisters, tennis elbow, et al, that are a normal, foreseeable result of participation in the Covered Activity.
 11. Treatment or service provided by a private duty nurse.
 12. Treatment of hernia of any kind.
 13. Treatment of a Pre-existing condition as defined herein.

Other Exclusions that apply to this Benefit are in the *Common Exclusions* Section

ACCIDENT INDEMNITY BENEFITS

This Section describes the Accident Indemnity Benefits provided by this Policy. Benefit amounts and any applicable time requirements and limitations are shown in the *Schedule of Benefits*. Please read this and the *Common Exclusions* section in order to understand all of the terms, conditions and limitations applicable to these benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss

We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable.

If a Covered Accident causes the Covered Person's death, the total of all Benefits We will pay for Accidental Death and any other Covered Losses will not exceed the largest Benefit payable for a Covered Loss.

Definitions

Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.

Loss of Sight means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.

Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Paralysis or Paralyzed means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

Quadriplegia means total Paralysis of both upper and both lower limbs.

Paraplegia means total Paralysis of both lower limbs or both upper limbs.

Hemiplegia means total Paralysis of the upper and lower limbs on one side of the body.

Severance means the complete and permanent separation and dismemberment of the part from the body.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
Administrative Office: One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
800-873-4552

***IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE
TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION
(For insurers declared insolvent or impaired on or after September 1, 2011)***

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association ("the Association") administers this protection system. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

It is possible that the Association may not protect all or part of your policy because of statutory limitations.

Eligibility for Protection by the Association

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (**regardless of where the policyholder lived when the policy was issued**)
- Residents of other states, **ONLY** if the following conditions are met:
 1. The policyholder has a policy with a company domiciled in Texas;
 2. The policyholder's state of residence has a similar guaranty association; and
 3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

Aggregate Limit:

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.

Texas Life and Health Insurance
Guaranty Association
515 Congress Avenue, Suite 1875
Austin, Texas 78701
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.texas.gov

PRIVACY POLICY NOTICE

Philadelphia Indemnity Insurance Company

The Philadelphia Indemnity Insurance Company ("PIIC" or "We") value(s) your privacy and we are committed to protecting personal information that we collect during the course of our business relationship with you. The collection, use and disclosure of certain nonpublic personal information are regulated by law. This notice is for your information only and requires no action on your part. It will inform you about the types of information that we collect and how it may be disclosed. This does not reflect a change in the way we do business or handle your information.

INFORMATION THAT WE COLLECT:

We collect personal information about you from the following sources:

- Applications or other forms such as claims forms or underwriting questionnaires completed by you;
- Information about your transactions with us, our affiliates or others; and
- Depending on the type of transaction you are conducting with us, information may be collected from consumer reporting agencies, health care providers, employers and other third parties in order to service your policy.

INFORMATION THAT WE DISCLOSE:

We will only disclose the information described above to affiliates and non-affiliated third parties, as permitted by law, and when necessary to conduct our normal business activities.

For example, we may make disclosures to the following types of third parties:

- Your agent or broker (producer);
- Parties who perform a business, professional or insurance functions for our company, including our reinsurance companies;
- Independent claims adjusters, investigators, attorneys, other insurers or medical care providers who need information to investigate, defend or settle a claim involving you;
- Regulatory agencies in connection with the regulation of our business; and
- Lienholders, mortgagees, lessors or other persons shown on our records as having a legal or beneficial interest in your policy.

We do not sell your information to others for marketing purposes. We do not disclose the personal information of persons who have ceased to be our customers.

PROTECTION OF INFORMATION:

We maintain physical, electronic and procedural safeguards that comply with state and federal regulations to protect the confidentiality of your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information.

USE OF COOKIES:

We may place electronic "cookies" in the browser files of your computer when you access this website. Cookies are text files placed on your computer to enable our systems to recognize your browser and to tailor the information on our website to your interests. We or our third party service providers or business partners may place cookies on your computer's hard drive to enable us to match personal information that we maintain about you so that we are able to pre populate on-line forms with your information. We also use cookies to help us analyze use of our website to understand which areas of our site are most useful to you. You may refuse the use of cookies by selecting the appropriate settings on your browser. Please note that if you do this, you may not be able to use the full functionality of the website.

YOUR RIGHTS REGARDING YOUR INFORMATION:

You have the right to submit a written request for access to your recorded Personal Information. Within 30 business days of receipt of your request, we must inform you of the nature and substance of your recorded Personal Information, permit you to view and copy it in person, or receive a copy by mail of your recorded Personal Information, and receive names of persons or entities to whom we have disclosed Personal Information about you in the last two years. There are some types of information, however, to which we are not required to give you access. Information collected for the evaluation of a claim, or when the possibility of a lawsuit exists, will not be disclosed. If your records contain medical information, we may ask you to name a licensed medical professional to whom we can send such information so that it may be properly explained. You may be charged a fee if we copy your Personal Information for you.

You have the right to request that we correct, amend or delete any recorded Personal Information that you believe is inaccurate. Within 30 business days of receipt of your request, we will correct, amend or delete the inaccurate recorded Personal Information or notify you the reason(s) that we are unable to make the change. If you disagree with our decision, you have the right to submit a concise statement for your file setting forth the reasons you disagree with us and/or the correct, relevant or fair information. If you request, we will provide you with a summary of our procedures by which you may request correction, amendment or deletion of your recorded Personal Information.

If we use an independent consumer reporting agency or insurance-support organization to prepare a report on you, you have the right to be personally interviewed by them. Information you give during an interview will be included in the report sent to us. If you wish to be interviewed, please tell us how the agency or organization may contact you, and every effort will be made to interview you. Even if you are not interviewed, you have the further right to request that the reporting agency or insurance-support organization provide you with a copy of the report it makes. Information obtained by a report prepared by an insurance support organization may be retained by that organization and disclosed to other persons. Write us at the address in this notice and we will give you the name and address of any agency or support organization we have used to prepare a report on you so that you can contact them directly to find out more about that report.

CONTACT US: Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004 ATTN: Chief Privacy Officer

**CONSUMER DISCLOSURE AND CONSENT TO RECEIVE ELECTRONIC INSURANCE DOCUMENTS
("CONSENT FORM")**

The Philadelphia Insurance Companies (we, us or Company) has been at the forefront of "going green". We even have a staff person whose sole responsibility is to promote "green" initiatives in the company including ways employees can do more to promote "green" such as encouraging employees to volunteer at "green" projects such as building and cleaning parks, planting trees, etc. One major way to "go green" is to cut down on the amount of paper on which insurance policies are printed. You can help our efforts in "going green" by agreeing to receive various insurance documents electronically. An advantage to you is faster delivery of the documents and an easier way to store and search these documents.

But for you to begin receiving the documents electronically, we are required to disclose certain information to you and obtain your consent to receive the documents electronically.

DISCLOSURE STATEMENT

- If you sign this Consent form for electronic delivery, it will apply to insurance policies, endorsements, notices or other related documents ("documents").
- You have the right to withdraw your consent to the electronic delivery of any document or other changes to them at any time by sending an e-mail to the following e-mail address: AH@phly.com. Your withdrawal of consent will be effective 45 days after the date that notice of your withdrawal of consent is received by your agent.
- If you want to change the e-mail address where electronic delivery of documents or other changes to them is to be sent, please send an e-mail containing your new e-mail address for electronic delivery to AH@phly.com. Any such change in your e-mail address where the delivery of such documents is to be sent will be effective 45 days after the date that notice of your new e-mail address is received by us or your agent.
- If you consent to the electronic delivery of the documents or other changes to them, you may request that a paper copy of any such documents also be given to you. Any such request must be made to AH@phly.com. No fee will be charged for this request.
- In order for you to be able to view and retain any such documents, you must have (a) a computer, iPad, or other electronic device that has access to the internet; (b) a valid e-mail address; (c) an operational program installed on your computer, iPad, or other electronic device capable of receiving e-mail; (d) an operational program installed on your computer, iPad, or other electronic device that will permit you to view a document in Adobe Acrobat Reader; and (e) a hard drive, thumb drive, or other device included within or attached to your computer, iPad, or other electronic device to which a document in the above format may be permanently downloaded. We will notify you if these requirements change.

If you sign this Consent form, we will send you an e-mail to the address you provide in the Consent form confirming your acceptance to having the documents described above sent to you electronically at the e-mail address you provided. You must confirm acceptance by responding to the e-mail.

Requesting Paper Copies

We will not send you a paper copy of any communication or document, unless you request it. However, at any time, you may request a paper copy, without charge, of any communication or document provided or made available electronically to you by contacting us as follows:



A Member of the Tokio Marine Group

Mail your request to: Philadelphia Insurance Companies
P O Box 950
Bala Cynwyd, PA 19004-0950
Please include the policy number in your communication.

E-mail your request to: AH@phly.com

You may also obtain a paper copy of any electronic communication we send to you by downloading and printing the document from your computer.

Acknowledging Your Access and Consent to Receive Communications Electronically

To confirm that you are able to access and view documents electronically, please verify that you are able to read and print this electronic disclosure or electronically save this page for future reference or that you are able to e-mail this disclosure and consent to an address where you will be able to print or save it for your future reference and access.

If you consent to receive notices and disclosures exclusively in electronic format in accordance with the terms and conditions described above, please let us know by clicking the "I Accept" button. By clicking the "I Accept" button, you confirm that:

You can access and read this Consent Form. You are able to print it or save it and send it to a place where you can print it and until you notify the Philadelphia Insurance Companies otherwise as described above, you consent to receive written notices, disclosures, authorizations, acknowledgements, communications, and documents exclusively in electronic format during the course of our relationship.

We will send you an e-mail to confirm that you can receive documents electronically at the e-mail address that you provide to us. You will need to confirm receipt of the e-mail by clicking on the link in the e-mail. Once you do that and electronically sign this document, we will begin sending your insurance policies, endorsements and other documents to you electronically by e-mail. And you will have the satisfaction of knowing that you have helped our efforts in "going green".

My e-mail address: _____



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the County Judge to execute a work order with CureMD for one additional Health Department inventory module user license in the amount of \$99.00. **INGALSBE/T.CRUMLEY**

Summary:

On June 20, 2023, the Hays County Health Department entered into an agreement with CureMD for our Electronic Health Record software. We are in need of one additional user license and CureMD has submitted a work order to add this license. We currently have a credit on our account with CureMD that will cover this \$99 additional license. No additional county funds will need to be spent.

Fiscal Impact:

Amount Requested: \$99

Line Item Number: 120-675-00.5718_400

Budget Office:

Source of Funds: Family Health Services Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Contract with CureMD executed on June 20, 2023

Auditor's Office

G/L Account Validated Y/N?: Yes, Software Operating

New Revenue Y/N?: N/A

Comments:

Attachments

CureMD Work Order



WORK ORDER

BILL TO:

Hays County Local Health Department
401 Broadway St # A
San Marcos, TX 78666
USA

PAYABLE TO:

CureMD.com, Inc.
PO BOX 22766
New York, NY 10087-2766

DATE	ESTIMATE #	REQUESTER	TERMS
9/19/2023	7701	Josh Earp	Due upon receipt
DESCRIPTION		QUANTITY	TOTAL
Inventory Module Setup Fee One-time		1	0.00
Inventory Module Monthly subscription per user User Name: <u>Matthew Gonzales</u>		1	99.00
By signing this Work Order, you agree to the terms and conditions mentioned in the Licenses and Services Agreement available at www.curemd.com/LSA.pdf . All monthly subscription and collection fees are to be paid by ACH or EFT authorization. BY SIGNING THIS WORK ORDER YOU AGREE TO PAY THE INVOICED AMOUNT.		Subtotal	\$99.00
Please Select Payment Method:		Sales Tax (0.0%)	\$0.00
<input type="checkbox"/> Credit Card <input type="checkbox"/> ACH		Total	\$99.00

Authorized Signatory

Signature : _____

Name : _____

Date : _____



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Approve the cancelation of Commissioners Court on January 9 & 23, February 13 & 20, March 5 & 19, April 2, 16 & 30, May 14 & 28 and June 11 & 25. **INGALSBE**

Summary

I have coordinated with the Budget Officer, regarding these cancelations.



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

T. CRUMLEY/JONES

Sponsor:

Judge Becerra

Agenda Item

Authorize the submission of a grant application to the United States Department of Agriculture (USDA), Community Wildfire Defense Grant program in the amount of \$249,650.00. **BECERRA/T.CRUMLEY/JONES**

Summary

Hays County is applying to the USDA's Community Wildfire Defense Grant program for funds to complete 469 subdivision-level wildfire risk assessments. The risk assessments must be completed in order for the county to update and receive state approval on the Community Wildfire Protection Plan (CWPP). There is currently no state approved CWPP for Hays County. The USDA has determined that Hays County is considered an underserved county and is eligible to apply for a cost-share waiver, meaning that no matching funds will be required.

Attachments

CWDG Application

FY 2023 USDA Forest Service Community Wildfire Defense Grant Application	File Name			Update
	State:	TX	Keyword:	Hays County
	Region:		Priority:	
	Id:			
	Administration Information			
	Funds Requested:		\$249,650	
	Match:			
Score:	Ranking:	Project Funding:		
		\$249,650		

1	Proposal Cooperator [TX]				Update
	Cooperator Organization:				
	Contact Person:				
	Address:				
	City:		State:		ZIP Code:
	Phone:		Email:		

1	Applicant Information [TX]					Update
	Applicant:		Hays County			
	Contact Person:		Simone Corprew			
	Address:		101 Thermon Dr			
	City:	San Marcos	State:	TX	ZIP Code:	78666
	Phone (work/cell):	512 749 1161	Fax:	none		
	Email:		simone.corprew@co.hays.tx.us			
	Federal Tax ID:	74-6002241	UEI:	RH4DFY1GC2R3		

0 Points. 3000 Characters including spaces.

Provide the expiration date for your sams.gov Unique Entity Identifier (UEI) number registration. Note: The UEI# and an active sam.gov registration are needed to apply for the grant.

2	UEI # and Sams.gov Expiration Date		Update
	RH4DFY1GC2R3 Expires 11/22/2023		

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3	Project Information		Update
	Name of the Project:	Hays County Community Wildfire Protection Plan	
	Community Name(s):	Hays County	
	Counties:	Hays	
	Congressional District:	21, 35	

3	GIS Coordinates	
	Ref. Point Name:	Hays County
	Lat/Long:	30.053800, 98.002900
	Description:	Center point of county
	Ref. Point Name:	
	Lat/Long:	
	Description:	
	Area Name:	
	Boundary Lat/Longs:	
	Description:	
	Area Name:	
	Boundary Lat/Longs:	
	Description:	

0 Points. 3000 Characters including spaces.

Provide a brief overview and purpose statement for the project, addressing the overall intent of this program to assist communities with planning and mitigating their risk against wildfire.

4	Brief Project Overview and Purpose		Update
	Hays County is seeking to have property assessments performed on 649 properties throughout the county in order to complete the Hays County Community Wildfire Protection Plan and submit it for state approval.		

--	--

0 Points. 3000 Characters including spaces.

Respond with the grant component type that applies to the application: (please select only one per application) 1.) Creating or Updating a Community Wildfire Protection Plan (CWPP) that is more than five (5) years old. 2.) Project described in a CWPP that is less than ten (10) years old. Include the Name and Date of the CWPP. (See NOFO for CWPP alternative requirements such as Hazard Mitigation Plans)

5	Grant Component Type	Update
	Creating or updating a Community Wildfire Protection Plan (CWPP) that is more than five (5) years old	

0 Points. 3000 Characters including spaces.

Please respond yes or no if the community is considered "at-risk" (please refer to the definition within the NOFO). Provide a web link to the verification source. (Note: At-Risk is a basic eligibility requirement of this grant opportunity. If the answer to this question is "no," do not proceed with the application process.)

	Is your community considered "at-risk"	Update
--	--	--------

10/17/23, 11:47 AM	CWDG
6	<p>Yes. According to the Texas A&M Forest Service Wildfire Risk Map Hays County is listed high to very high risk of wildfire. The map can be found at the following link - https://texaswildfirerisk.com/#riskmap</p>

0 Points. 3000 Characters including spaces.

Do you currently have, or will you adopt prior to grant award, an ordinance or regulation that requires that roofs for new building construction, as well as the reroofing or replacement of a roof on existing buildings, adheres to standards that are similar to, or more stringent than, the roof construction standards established by the National Fire Protection Association or applicable model building code established by the International Code Council (this is not a requirement for eligibility but determines the source of funds).

	Roofing Code/Ordinance	Update
7	No	

--	--

0 Points. 3000 Characters including spaces.

Are you planning on applying for a grant match waiver based on the project serving an underserved community? Please respond yes or no. If yes, include sufficient supporting documentation in your waiver request to demonstrate that the community is disadvantaged by either using the Climate and Economic Justice Screening Tool (CEJST) or by meeting the Low-Income definition. Note: Underserved communities are eligible to request a match waiver, as well as Tribes, Pacific Island Territories, and the USVI.

8	Grant Waiver	Update
	Yes. Hays County has been deemed "disadvantaged" by the Climate and Economic Justice Screening Tool. According to the CWDG dashboard: "Hays County, TX, is considered an underserved county and is eligible to apply for a cost-share waiver. It is identified as "disadvantaged" in the Climate and Economic Justice Screening Tool. (Source: Council on Environmental Quality. (2022). Climate and Economic Justice Screening Tool, version 1.0. As reported by the CWDG Data Tool, https://wildfirerisk.org/cwdg-tool/48209)"	

10 Points. 9000 Characters including spaces.

Clearly define the scope of the project, what the project proposes to accomplish, why it is important, and how it supports the Cohesive Wildland Fire Management Strategy and relevant State Forest Action Plan (or equivalent Tribal plan). Provide a comprehensive but succinct overview of the proposed project that includes basic details of who is doing what, where, and why this is important. Explain how the project is described in a CWPP (or acceptable alternative as described in the NOFO). Specify if benefits to traditionally underserved or marginalized audiences are a component of the work.

Project Description	Update
---------------------	--------

Hays County is seeking to perform 649 property assessments throughout Hays County in order to update and finalize the Hays County Community Wildfire Protection Plan. The county will hire an experienced consultant to perform the 649 necessary assessments throughout Hays County. Consultants will go out to the specified properties in order to perform these assessments on site. The information from these assessments will then be analyzed and compiled internally by Hays County in order to seek approval for the Hays County Community Wildfire Protection Plan. At this time, there has not been an approved CWPP for Hays County.

Hays County is listed in the Texas Forest Action Plan as a "Priority County for Wildfire and Public Safety" (pg. 38-39) and the development of community wildfire protection plans is listed as Strategy 2.1.1 (pg. 43) in the plan. The Texas Forest Action Plan can be found at the following link: [https://tfsweb.tamu.edu/uploadedFiles/TFSMain/Wildfires_and_Disasters\(4\)/TexasForestActionPlan.pdf](https://tfsweb.tamu.edu/uploadedFiles/TFSMain/Wildfires_and_Disasters(4)/TexasForestActionPlan.pdf) . The plan was adopted in December 2020 and most recently amended in July 2021.

Hays County is also listed in the National Cohesive Wildland Fire Management Strategy as having a High Relative Risk of Fires of Concern (FOC) (Fig 3.16, pg. 50) and, ultimately, a high level for National priorities for community planning and coordination (Fig 4.4, pg. 62). The National Cohesive Wildland Fire Management Strategy can be found at the following link: <https://www.forestsandrangelands.gov/documents/strategy/strategy/CSPPhaseIIINationalStrategyApr2014.pdf> .

10	Applicant Budget [TX]			Update
	Grant	Match		TOTAL
	Funds Requested	Applicant	Non-Federal Contributors	Total Project Cost
	Personnel / Labor:			
	Fringe Benefits:			
	Travel:			
	Equipment:			
	Supplies:			
	Contractual:	\$249,650		\$249,650
	Other:			
	Indirect Costs:			
	TOTAL:	\$249,650		\$249,650

10 Points. 5000 Characters including spaces.

Provide any additional remarks needed to clarify your budget request. Clearly explain how the budget will be spent by line item, sources of match, and how expenditures are applicable and relevant to the goals and objectives of the project. The budget narrative must describe how the grant funds will be spent with specific detail for each grant expenditure. It must describe how expenditures are applicable and relevant to the goals and objectives of the project. A project proposal must also show how the applicant will meet matching requirements or qualify for a waiver. If qualified for a waiver, you do not need to show funding in the match column

<https://cwdg.forestrygrants.org/cwdg/cssuser/edit-proposal>

8/18

Show funding in the match column.

Project Budget Explanation

[Update](#)

Because there is such a large number of acres of property to be assessed in order to have a CWPP that will be approved, Hays County is contracting out to an experienced environmental consulting company. This will allow a contractor to come in and perform all necessary property assessments in a timely manner instead of trying to split staff time between regular duties and assessments. This ensures that the CWPP will be completed and can seek approval much faster. Hays County has received a quote to perform the 469 subdivision level property assessments which will cover the properties that need to have data updated. This quote includes work for the assessments (field work) as well as data gathering, GIS and mapping, and risk assessment write-ups. The work of compiling the results and completing the draft CWPP will be done in-house by staff. The work has been quoted at \$249,649.00.

Hays County is applying for a cost share waiver due to being labeled as a disadvantaged community. Any additional funds needed will be provided by Hays County

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10 Points. 8000 Characters including spaces.

Clearly define how the project will be accomplished, including at least one of the quantitative accomplishment measures provided in the measurable outcomes table. Identify measurable outcomes and timelines (are the proposed activities clear and achievable, goals defined, outcomes measurable, # of acres treated, # of education/outreach programs, planning/assessment efforts clearly described, etc.). Include metrics for measuring progress towards the accomplishment(s). Describe any applicable less quantifiable return on investments.

Accomplishments		Update
1 2	<p>Hays County will hire a consultant to help complete the needed 469 subdivision-level risk assessments in order to complete the Community Wildfire Protection Plan and submit the plan for approval. The procurement process will take approximately 12 weeks and will be completed once a consultant is selected and secured.</p> <p>The consultants will then perform property assessments that cover a total of 124,084 acres throughout Hays County. These assessments are necessary in order to be able to update the current draft of the CWPP and seek approval. The property assessments will take place over approximately twelve weeks and will begin after the procurement step is completed.</p> <p>After assessments are completed, the data will be compiled and added to the current draft of the CWPP in order to update the plan and submit it for approval. This process will take approximately 28 weeks and will be performed by Hays County. The ultimate goal of the project will be to have an approved CWPP for Hays County.</p> <p>The entire process will take approximately 52 weeks to complete.</p>	

10 Points. 8000 Characters including spaces.

The application should clearly define collaborative elements, including support from partners, agencies, landowners, and communities. A project proposal must identify partners that will be actively engaged in carrying out the project and add value to project planning and implementation, with a description of each partners role. Collaboration may be qualitative in nature, and the contribution of a partner may be more than the number of partners involved. 1.) Identify partners that have demonstrated a commitment and add value towards planning and carrying out the project. 2.) Describe what these partners and collaborators contribute. 3.) Demonstrate residual positive benefits as a result of collaboration related to capacity, skills, knowledge, infrastructure, or a replicable approach, among others.

Collaboration	Update
<p>Hays County, and specifically the Office of Emergency Services (OES), has collaborative relationships with several key partners for this project. The Hays County OES has a strong relationship with the Emergency Service Districts, with the ESDs showing support for this project. Fire Chiefs from Hays County will be invited to participate in the CWPP Update Planning Committee as they have strong knowledge of their individual areas of service.</p> <p>Additionally, Hays County will partner with Texas A&M Forest Service to set-up Hazard Assessment Training for both Hays County staff and ESD staff that will help in the process of updating future property assessments. County staff will work with TAMFS to get state approval for the CWPP once it is complete.</p> <p>Additionally, Hays County OES has a strong, collaborative relationship with the local Hays County chapter of C.E.R.T.. C.E.R.T volunteers often assist at the scene of disasters with traffic control/direction and clean-up. They have had volunteers at several large fires in Hays County in 2022 including the Gatlin Creek fire (Dripping Springs) and the Hermosa Fire (Wimberley). These volunteers are extremely useful as they are residents of the affected areas and offer insight into areas and neighborhoods in which property assessments need to take place.</p>	

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10 Points. 8000 Characters including spaces.

Clearly define the scale of the project, including relationships with past, present, or future projects that, when combined, offer more benefits than when taken individually. Describe the overall landscape and land ownership that the project influences in addition to the defined project area. Specify areas targeted for planning or mitigation. Clearly describe each proposed activity

and include details on where they will be occurring. Include the approximate number of structures that will benefit from the proposed action.

Landscape Impacts		Update
1 4	<p>In 2016, the Hays County Commissioners Court passed a resolution, indicating their support for a Community Wildfire Protection Plan. In 2018 a draft was prepared, but did not receive approval due to a lower than acceptable number of property assessments performed. Since then, Hays County has tried numerous times to submit a CWPP for approval, but there has never been an acceptable amount of property assessment data.</p> <p>This proposal will allow the necessary assessments to be completed so that a CWPP can be approved. A total of 649 property assessments will occur on properties throughout Hays County. Information from the property assessments will be compiled by Hays County Staff including the Director of Emergency Services, Assistant Director of Emergency Services, and the Public Safety GIS Specialist. The property assessment information will then be added into the working draft of the Hays County CWPP. Staff from the Hays County Office of Emergency Services (OES) will review the draft and make any necessary updates and submit the draft for state approval. Moving forward Hays County OES will partner with local ESDs and the C.E.R.T. Program to maintain data and keep the property assessments current.</p> <p>The working draft of the CWPP includes historical fire and landscape data as of 2017. Since 2017, Hays County has grown by over 40,000 residents and has experienced many wildfires including three major fires in the summer of 2022. Climate information will also need to be updated as rainfall data was significantly lower in both 2022 and 2023 than in prior years. Additionally, hard freezes over the last two winters have increased the risk of hazardous fuels across the county adding to the increased amount of wildfires. These natural occurrences coupled with an increase in development due to the growth in the county highlight the need for properties to be reassessed to reflect current fire risks.</p>	

10 Points. 8000 Characters including spaces.
Clearly define how or if the project will sustain itself after the grant period is over. Describe any plans or steps that will be taken to continue the project benefits beyond the life of the grant as well as who or what organizations are responsible.

Project Sustainability		Update
Once the property assessments are completed, Hays County staff will compile the information and update the working draft of the CWPP. Hays County staff in charge of updating the CWPP and submitting for approval include the Director and Assistant Director of the Office of Emergency Services. Staff members will work with staff from the Texas A&M Forest Service to gain state approval for the plan. Following plan approval OES staff will develop a system to keep property assessments up to date and resubmit the CWPP for approval every five years.		

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10 Points. 3000 Characters including spaces.
Does this project benefit a low-income community as defined in the NOFO? Please respond yes or no. Provide a description and web link to the verification source.

	Does this project benefit a low-income community?	Update
Yes. Work will occur across Havs Countv and be a benefit to all locations in Havs Countv.		

100. From the east across Page County and so adjacent to an roadway in Page County.

The following census tracts are considered low-income (income amounts listed were pulled from current Census data) - 101 (\$36,279.00); 102 (\$33,297.00); 103.02 (\$42,891.00); 103.05 (\$43,340.00); 103.07 (\$24,955.00); 103.08 (\$19,382.00); 103.09 (\$43,242.00); 104.01 (\$48,214.00); 105 (\$37,377.00); 106.01 (\$28,657.00); 107.02 (\$45,964.00); 107.03 (\$38,657.00); 107.04 (\$38,241.00); 109.21 (\$47,237.00). All of the listed tracts have a median household income of less than \$55,217.00 (80% of the national median income).

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6

10 Points. 3000 Characters including spaces.

Has this community been impacted by a severe disaster within the previous 10 years? Please respond yes or no. Provide a description and web link to the verification source. Clearly demonstrate and document whether the project benefits a community that has been impacted by a severe disaster within the previous ten (10) years, and clearly exhibit how the severe disaster increased wildfire risk and/or hazard and was of a scale and scope to have had landscape impacts (please see full definition later in this NOFO). Note: simply listing a disaster will not suffice; you must explain how this disaster has impacted the community's wildfire risk and hazard (not all disasters will qualify for points if it cannot be shown they have influenced the community's risk or hazard).

Has this community been impacted by a severe disaster?

Update

Yes. <https://www.fsa.usda.gov/programs-and-services/disaster-assistance-program/disaster-designation-information/index>

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20 Points. 3000 Characters including spaces.

Please respond yes or no, if this project is located within an area identified as having high or very high wildfire hazard potential as defined by a state, regional, tribal, territorial, or national wildfire hazard potential assessment. Provide a description and web link to the verification source.

18	Does the project location have wildfire hazard potential?	Update
	Yes. https://texaswildfirerisk.com/#riskmap	



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

T. CRUMLEY

Sponsor:

Judge Becerra

Agenda Item:

Authorize the submission of a grant application to the Texas Historical Commission, Certified Local Government Grant Program in the amount of \$30,000.00 with a \$60,000 local match. **BECERRA/T.CRUMLEY**

Summary:

Hays County is labeled as a Certified Local Government by Texas Historical Commission, allowing the county to apply for funding through the Certified Local Government (CLG) Grant Program. If awarded, funding will be used for the first phase of historical survey updates. The total project budget is \$90,000 with \$30,000 in requested grant funds and \$60,000 in matching funds from the county.

Fiscal Impact:

Amount Requested: \$60,000

Line Item Number: 001-676-00.5448

Budget Office:

Source of Funds: THC Grant/General Fund (cash match)

Budget Amendment Required Y/N?: No

Comments: Cash match was budgeted during the annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments:

Auditor's Office

G/L Account Validated Y/N?: TBD

New Revenue Y/N?:

Comments:

Attachments

CLG Application

Lila Knight Resume

TEXAS HISTORICAL COMMISSION

CERTIFIED LOCAL GOVERNMENT SUBGRANT FISCAL YEAR 2024 GRANT APPLICATION FORM

Deadline for submission is November 6, 2023

Please fill out this section completely and use only the space provided below.
Handwritten applications will not be accepted.

NAME OF PROPOSED PROJECT: HAYS COUNTY HISTORICAL SURVEY UPDATE

CERTIFIED LOCAL GOVERNMENT NAME: Hays County

THIRD PARTY NAME (IF APPLICABLE):

CONTACT INFORMATION:

Project Manager

Fiscal Manager

Organization Name	CLG Committee, Hays County Historical Commission			Hays County		
Contact Person	Lila KNIGHT			Marisol Villarreal-Alonzo		
Address	603 W Blanco			712 S. Stagecoach Trail, Ste 1071		
City State Zip	Kyle	TX	78640	San Marcos	TX	78666
Telephone Fax	512 787 3791			512 393 2283		
Email	lilaknight@verizon.net			Marisol.alonzo@co.hays.tx.us		

Historic Preservation Officer, or

POLITICAL CONTACTS:

CLG Representative

City Mayor or County Judge

Contact Person	Lila Knight			Ruben Becerra		
Address	603 W Blanco			111 E San Antonio St, Ste 300		
City State Zip	Kyle	TX	78640	San Marcos	TX	78666
Telephone Fax	512 787 3791			512 393 2205		
Email	lilaknight@verizon.net			Judge.becerra@co.hays.tx.us		

FUNDING REQUEST:

Grant Funds Requested:	\$30,000	Matching Funds:	\$60,000	Total Project Cost:	\$90,000
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PROPOSED PROJECT TYPE (check one that applies):

- | | |
|--|---|
| <input type="checkbox"/> Archeological Project | <input type="checkbox"/> Research & Development |
| <input type="checkbox"/> Preservation Planning Project | <input type="checkbox"/> Education & Outreach |
| <input type="checkbox"/> National Register Nomination(s) ¹ | <input type="checkbox"/> Design Guidelines |
| <input checked="" type="checkbox"/> Survey/Inventory Project | |
| <input type="checkbox"/> Historic Preservation Plan or Element/Chapter of Comprehensive Plan | |
| <input type="checkbox"/> Construction/Development Project ² | |
| <input type="checkbox"/> Preservation Training | |

¹ Applications submitted without THC Determination of Eligibility will not be reviewed.

² Property must be listed or deemed eligible for listing in the National Register of Historic Places.

CERTIFIED LOCAL GOVERNMENT SUBGRANT

FY 2024 Grant Application Narrative Template

NAME OF PROPOSED PROJECT: Re-Survey Plan and Multi-Phase Survey of Rural Hays County
CERTIFIED LOCAL GOVERNMENT NAME: HAYS COUNTY CLG

THIRD PARTY NAME (IF APPLICABLE):

Applicants will be scored on each question equaling the sum of available points in that category.

Applicants will be scored on the CLG's compliance with CLG Program Requirements. For more information about CLG Program Requirements for both Cities and Counties, visit <http://www.thc.texas.gov/preserve/projects-and-programs/certified-local-government/requirements-clgs>

CLG Performance (15 Points):

1. Did the CLG submit a complete FY21 and FY22 Annual Report on or before the deadline? *CLGs that have not completed CLG Annual Reports for the past two fiscal years will not be eligible for grant funds.*

☒ Yes ☐ No

2. Does the CLG routinely submit preservation commission or CLG committee meeting minutes to the THC?

☒ Yes ☐ No

3. Has the HPO or CLG Representative attended at least one preservation-related training in the past year? Please list the trainings below.

☒ Yes ☐ No

Description and Date of Training: "CLG Regional Training" provided by THC, San Marcos (June 12, 2023), "Central Texas Regional Preservation Summit" provided by Preservation Texas (Sept. 21, 2023), Texas Open Meetings Training (Feb. 17, 2023), "Historic Resources Surveys Made Easy" provided by THC during Real Places Conference (Feb. 2, 2022)

4. Has at least one member of the preservation commission or CLG committee attended at least one preservation-related training in the past year? Please list the trainings below.

☒ Yes ☐ No

Description and Date of Training: "CLG Regional Training" provided by THC, San Marcos, June 12, 2023 (attended by L. Coker, D. Bassett, and R. P. Patrick), "Central Texas Regional Preservation Summit" provided by Preservation Texas, Sept. 21, 2023 (attended by L. Coker), THC Real Places Conference, February, 2023 (attended by L. Coker, R. P. Patrick, and D. Bassett), "Historic Resources Surveys Made Easy" provided by THC during Real Places Conference, Feb. 2, 2022 (attended by L. Coker and D. Bassett), All members: Texas Open Meetings Training (between March and May of 2023)

5. Has the CLG returned CLG grant funds in the past five years?

☐ Yes, I understand that up to five points will be deducted ☒ No

1. Project Summary

Provide a summary of the proposed project.

Hays County is applying for CLG funding to begin a multi-phase update of our historic resources survey with a focus on rural historic resources. The first phase will be the preparation of a survey plan to determine the methodology, priorities and scope of work for the actual survey. The survey plan will also include a GIS analysis to help determine priorities in addition to the review of existing surveys, NRs and RTHLs. Five cities now have historic preservation ordinances (San Marcos, Kyle, Buda, Wimberley, and Dripping Springs) and several have conducted recent surveys. Therefore, the rural resources survey will focus on unincorporated areas, smaller cities (Uhland, Niederwald, Driftwood), and the ETJs of all cities.

2. Project Need (15 Points):

How did the CLG identify the need for this project? Has the need been documented? If so, how?

Hays County is experiencing tremendous growth and our rural historic resources are at risk from increasingly expansive development. In recent years, we have witnessed significant historic resources lost to new suburban development, including the relocation of the Carpenter Log House (outside of Buda), the relocation and partial demolition of the Johnson-Lowman Farmstead (an intact farmstead with multiple outbuildings), famous Club 21 (Uhland, demolished after a fire), and threat of demolition of the Thompson-Cape Irrigation Structure. Other historic resources are currently located on land which may be developed in the near future (such as the Blanco Chapel, an early school/church from the 1850s). This is but a partial list of the loss or threats to our rural resources. Our existing surveys, conducted between 1992 and 1996, are inadequate and do not comply with current standards established by THC.

How was the project initiated? (City Council, the public, preservation commission, etc.)

The Hays County CLG Committee discussed potential projects at our monthly meetings, dependent upon county funding for the fiscal year. Discussions focused on either a re-survey of the county or the preparation of a county-wide preservation plan. The CLG Committee decided a resurvey should be the first step in the identification and evaluation of historic resources. The preparation of a historic preservation plan and the nomination of properties to the NR would be a subsequent phase.

How does the project address a goal of the local government's preservation program or a specific preservation need?

The project addresses the need to identify, evaluate and protect our rural historic resources. Between 1992 and 1996, the Hays County CLG surveyed several towns with no historic preservation ordinance, as well as the rural areas of the county. These surveys are out of date and do not comply with current standards established by THC. Ultimately, the survey will allow us to identify high priority properties for listing in the NR and help in the education of developers regarding the positive impacts of tax credits.

3. Project Objective (15 Points):

Define the objective for the proposed project.

The primary objective is to update the Hays County surveys (dating from 1992 to 1996) with a focus on rural resources and cultural landscapes.

Identify the steps the applicant and/or the consultant must take to accomplish the project objective.

The first step in this multi-phase project is the preparation of a Survey Plan. A consultant will be hired with survey experience who meets the SOI Standards for Professional Qualifications. If funding for the first step allows, we hope to conduct an actual re-survey of the first portion of the county.

The next step would be to complete the re-survey of the rural areas and the ETJs. This will involve educating the public of our effort and obtaining permission for right-of entry to historic resources not visible from the public right of way. We will work with the historic preservation commissions of San Marcos, Kyle, Buda, Dripping Springs, and Wimberley in the survey of the ETJs.

What is the estimated timeframe to accomplish each of these steps?

The survey plan is estimated to take one year once a consultant is selected. The actual re-survey of the rural areas is estimated to take approximately one to two years. Following the completion of the survey, the focus would be on listing properties to the NR and education promoting the use of tax incentives.

Who will be leading the project? What qualifies this person to lead such a project? Resumes must be provided.

Lila Knight, chair of the Hays County CLG, will lead the project and oversee the work of the consultant. She meets the Secretary of the Interior's Professional Qualifications in the areas of architectural history and history, based on her education and experience. Knight has 20 years of experience as a professional consultant in the field of historic preservation. She has completed dozens of surveys, National Register nominations, preservation plans, design guidelines, and Section 106 reviews. Clients have included municipalities, counties, TxDOT, and individuals. She is now retired and will have the necessary time to oversee the project.

She intends to involve the other members of the CLG Committee so they can learn and develop more experience from the proposed project.
(see attached resume)

4. Significance and Impact (16 Points):

Does the project involve a threatened or potentially threatened resource?

The rural historic resources are increasingly at risk from expansive development from years of tremendous growth. These historic resources include intact historic farmsteads and Freedom Colonies, all of which represent important cultural landscapes.

Will the project result in a National Register nomination or Survey/Inventory?

The project will result in an updated survey of the rural historic resources in Hays County. In the future, this effort will be directed towards the nomination of high priority properties to the NR. A "Rural Properties of Hays County Multiple Property NR" nomination from 2013 will provide an important historic context for future nominations.

Does the project directly address a deficiency in the local preservation program?

Yes. Our existing survey is outdated and in dire need of updating to current standards. Five cities now have historic preservation ordinances, but those may not be applied within their ETJs. In order to go forward with our program, we must first identify and evaluate our rural historic resources.

How will the project reach and inform broad sectors of the public?

The Re-Survey Plan will include a public participation and educational component to be accomplished through publicity, in both print and social media, and public meetings held throughout the various sectors of the county. Individual outreach to private property owners will also be included. We will work with existing historic preservation commissions in the county for information they may have and encourage them to participate in the CLG program. The Hays County Commissioners Court will be regularly updated on our progress.

5. Public Involvement and Benefit (13 Points):

Will the public be involved in the proposed project? How?

Yes. The Re-Survey Plan will include a public participation and educational component to be accomplished through publicity and public meetings. The consultant will advise us in these efforts. We will also work with existing historic preservation commissions in the county for information they may have and encourage them to participate in the CLG program.

Does the project address or benefit an underrepresented group within the community?

Yes. We have one precinct (Precinct 1) that is primarily Hispanic in its demographics with another precinct (Precinct 2) with a potential for high number of Hispanic resources. In addition, over the last two years we have been documenting Freedom Colonies in Hays County. Although the Antioch Colony (outside of Buda) is well documented, three other Freedom Colony sites have been identified within rural areas (in addition to two urban Freedom Colonies outside of our purview).

How will this project enhance public and private support for local preservation?

There appears to be little public knowledge of available state and federal tax incentives. We hope to address this issue through public programs held during the course of the survey. We will consult with historic preservation commissions in various cities and plan on encouraging these cities to participate in the CLG program. The continued support of our Hays County Commissioners Court will be essential to the success of the project.

Will this project result in educational publications or activities?

The project will result in a survey of our rural historic resources that will be made available in local libraries. As the surveys become available, we will hold public meetings in the various areas to explain how it can be useful to them.

6. Budget and Cost Effectiveness (15 Points):

How necessary are CLG funds in order to accomplish the proposed project?

The grant will allow us to expand our available funding, thus insuring the completion of the project. The Hays County CLG attempted to re-survey an area in the recent past using volunteers, but the effort was a failure.

How did the applicant develop the project's budget? (research, past experience, etc.)

The budget was developed primarily from past experience and the availability of committed funds.

What is the applicant's source and commitment of matching funds?

Matching funds have been approved by the Hays County Commissioner's Court from the General Fund for the Hays County Historical Commission. The line item for "consulting services" may be rolled over from one fiscal year to the next.

Is the proposed project the most cost-effective way of addressing those needs?

Yes, the proposed project is cost-effective. Grant funds will allow us to expand our budget, thus insuring the completion of the project. Surveys involving only volunteers are not ensured of success. While members of the Hays County Historical Commission can use their knowledge and familiarity with individuals and the history of the areas to assist in the survey effort, the successful completion of the project will require the services of a qualified consultant.

ATTACHMENTS: Please include all applicable attachments to the grant application. **Resumes of the Project Manager and outside consultants are required for all projects.** If the applicant is planning to hire a consultant or subcontractor, resumes may be submitted following the selection process. Below is a list of possible attachments for each project type.

Survey and Inventory: Survey area boundary map, street view images, Determination of Eligibility Letter (recommended but not required)

National Register Nominations: Physical address, boundary or location map, Determination of Eligibility Letter (required), photograph(s)

Design Guidelines: Current design guidelines, outline of sections or chapters of proposed guidelines

Education and Outreach: Outline of script, draft agenda clearly defining the subject of the training

Other Projects: Please contact the CLG Program staff to discuss recommended attachments for projects not previously listed.

3. STATEWIDE COMPREHENSIVE PRESERVATION PLANNING PROCESS (11 Points Total):

CLG funded projects should meet at least one of the goals outlined in the THC's Statewide Preservation Plan. Please select the Statewide Preservation Plan Goals addressed by your project and explain how they are addressed. It is not necessary for your project to address *all* the goals listed in the Statewide Preservation Plan.

- ☒ Engage and inform stakeholders and decision-makers through effective dialogue, education, outreach efforts, and new partnerships that promote historic preservation in Texas communities.
- ☒ Promote the identification and designation of both tangible and intangible historic and cultural resources that represent Texas' rich and diverse heritage.
- ☐ Promote historic preservation as a flexible tool that is well integrated and supported with local planning and development practices with an aim to strengthening and sustaining communities as resilient places.
- ☐ Bolster and enhance Texas' disaster resilience planning efforts to provide solid foundations for preparedness, recovery, and adaptation that protect and preserve the state's historic and cultural resources.
- ☐ Enhance the capacities of preservation partners and organizations to advance preservation practice and promote the next generation of preservation leaders in Texas.
- ☒ Support initiatives and expand efforts that document and preserve the heritage of Texas' diverse communities.

Please summarize how your project addresses the goal(s) selected above:

The initial step in preserving our historic and cultural resources is the identification and evaluation of those resources. Hays County is quickly losing many of our rural historic resources to growth along the I-35 corridor and in the Hill Country, particularly intact historic farmsteads and early agricultural resources such as cotton gins. This re-survey of our rural historic resources will greatly expand our efforts to document the surviving rural Hispanic heritage and Freedom Colonies. Many of these represent important cultural landscapes that encompass a variety of resource types; including dwellings, rural schools and churches, and cemeteries. By working with existing historic preservation commissions, this effort will create new preservation partners. The publicity resulting from the survey, in addition to individual outreach to private property owners, will better inform the public on the benefits of state and federal tax incentives for preservation.

ACKNOWLEDGEMENTS - By checking below the applicant acknowledges:

- ☒ One copy of this request must be received either in hard copy (hand delivered, US Mail, UPS, FedEx, etc.) or via email by the Texas Historical Commission no later than 5 p.m. on Monday, November 6, 2023, in order to be considered.
- ☒ Consideration for funding is based on the demonstrated need, a compelling explanation of how the expanded project scope of work will benefit the CLG, and the applicant's ability to match the funds being requested.
- ☒ Commencement of grant-funded work may not begin prior to receipt of a signed grant contract between the THC and the grantee, and participation in a grant orientation meeting.
- ☒ Verified by the signature below, the chief elected official of the CLG is aware of this application and supports the proposed project.
- ☒ For requests involving construction projects, the property owner will be required to file a preservation easement for the property that will run with the land for a specific period of time based upon the amount of the final grant award.
- ☒ The applicant hereby acknowledges that the information provided on this application is accurate to the best of their knowledge.

APPLICANT'S CERTIFICATION:

SIGNATURE: _____ TITLE: _CLG CHAIR, HAYS COUNTY HISTORICAL COMMISSION____
DATE: __10/24/2023__

HISTORIC PRESERVATION OFFICER OR CLG REPRESENTATIVE'S CERTIFICATION: Only applicable if the "applicant" is a third-party designee.

SIGNATURE: _____ TITLE: _____ DATE: _____

CHIEF ELECTED OFFICIAL CERTIFICATION: Application must be signed by the chief elected official of the CLG (e.g. Mayor or Judge) or chief administrative official (e.g. City Manager).

SIGNATURE: _____ TITLE: _COUNTY JUDGE____ DATE: 10/24/2023__

CERTIFIED LOCAL GOVERNMENT SUBGRANT
FY 2024 Grant Budget Worksheet

NAME OF PROPOSED PROJECT: HAYS COUNTY HISTORICAL SURVEY UPDATE

CERTIFIED LOCAL GOVERNMENT NAME: HAYS COUNTY

THIRD PARTY NAME (IF APPLICABLE):

BUDGET ITEM	GRANT FUNDS	LOCAL CASH (source)	LOCAL IN-KIND (source)	TOTAL COSTS
Consultant – prepare a re- survey plan	\$30,000	\$60,000		\$90,000
TOTALS	\$30,000	\$60,000		\$90,000

Please complete the attached budget form and provide any supplemental information necessary to confirm or support the issues described above.

Proposed projects can use a local cash match for grant monies budgeted on a one-to-one (dollar for dollar) match equal to a 50-50 ratio for the total cost of the project. Proposed projects utilizing all or partial match of verifiable in-kind services and/or goods may also qualify as long as the local match equals a 50-50 ratio for the total cost of the project. The Texas Historical Commission (THC) reserves the right to fund grant requests in part or in full based on the review criteria outlined in the application form, and the amount of federal funding available. Final decisions will also take into consideration the annual performance of each CLG applying for assistance. Only non-federal monies may be used as a match, with the exception of Community Development Block Grants (CDBG).

DEADLINE FOR RECEIPT OF APPLICATIONS IS

Monday, November 6, 2023, by 5 p.m.

PRINTED APPLICATIONS MUST BE RECEIVED AT

Certified Local Government Program

Texas Historical Commission

P.O. Box 12276

Austin, Texas 78711-2276

(Physical Address: 1304 Colorado Street, Austin, Texas 78701)

ELECTRONIC APPLICATIONS MUST BE RECEIVED AT

clg@thc.texas.gov

- One complete copy of this application must be received either by email or in hard copy by the Texas Historical Commission no later than 5 p.m. on Monday, November 6, 2023, to be considered.
- Late applications will not be accepted.
- Faxed applications will not be accepted.
- Handwritten applications will not be accepted.

Lila Knight ~ Architectural Historian

603 Blanco Street

Kyle, Texas 78640

Cell: 512.787.3791

Education

1984 Master of Arts, Art History, The University of Texas at Austin

1979 Bachelor of Arts, Art History, The University of Texas at Austin

Self-Employed from 1995 as independent consultant in the field of historic preservation, practicing as an architectural historian.

Previous Employment

2005

Lecturer, Southwest Texas State University, Public History Program, "Topics in Historic Preservation" (Fall Semester)

2000

Lecturer, Southwest Texas State University, Public History Program, "Topics in Historic Preservation" (Fall Semester)

1995

Consultant to The Getty Center for the History of Art and the Humanities for the purpose of preparing a plan for the architectural records for the Getty Center in Los Angeles

1992

Consultant to The Getty Center for the History of Art and the Humanities for the purpose of preparing a plan for the architectural archive of Frank O. Gehry and Associates

1984

Lecturer, Art Department, University of Texas at Austin, "American Art Since 1960" (Spring Semester)

1980 ~ 1995

Curator, Architectural Drawings Collection, The University of Texas at Austin

Technical Reports, Surveys, Preservation Plans, and Design Guidelines

2013 revision to 2004 publication

Guide to Documenting Historic Bridges in Texas for the Texas Department of Transportation, Environmental Affairs Division

2013

Constraints Analysis for the US 83 La Joya Relief Route, Pharr District. Submitted to the Texas Department of Transportation, Environmental Affairs Division.

2013

Intensive Level Survey of Proposed Leopard Street Historic District, Corpus Christi Harbor Bridge Project, Nueces County. Submitted to the Texas Department of Transportation, Environmental Affairs Division.

2013

NRHP Evaluation for Warren Pony Truss on CR 4620 over Lake Creek at Criterion A, Local Level of Significance, Delta County. Submitted to the Texas Department of Transportation, Environmental Affairs Division.

2013

NRHP Evaluation for Pratt Pony Truss on CR 168 over Sweetwater Creek at Criterion A, Local Level of Significance, Fisher County. Submitted to the Texas Department of Transportation, Environmental Affairs Division.

2013

NRHP Evaluation for Warren Pony Truss on CR 339 over Beaver Creek at Criterion A, Local Level of Significance, Wilbarger County. Submitted to the Texas Department of Transportation, Environmental Affairs Division.

2012

Management Plan for the Irrigation System of the San Felipe Agricultural, Manufacturing & Irrigation Company. Submitted to the Texas Department of Transportation, Environmental Affairs Division.

2012

Kiosk Exhibition: Mitigation for US 83 Bridge over the Salt Fork of the Red River. Submitted to the Texas Department of Transportation, Environmental Affairs Division.

2009

Field Guide to Irrigation in the Lower Rio Grande Valley: Historic Context and Methodology for the NRHP Evaluation of Historic-Age Irrigation Resources, for the Texas Department of Transportation

2008

Reconnaissance Survey of the Hall-Nance Ranch on FM 156 in Haslet, Tarrant County, for the Texas Department of Transportation, Environmental Affairs Division

2007

Historic Resources Survey of FM 1925 in Hidalgo County for the Texas Department of Transportation, Environmental Affairs Division

2007

Historic Resources Survey of FM 676 in Hidalgo County for the Texas Department of Transportation, Environmental Affairs Division

2006

Historic Resources Survey of County Road 169 at the Mathis Creek Crossing, Brazos County, Texas, for the Texas Department of Transportation, Environmental Affairs Division

2006

Historic Resources Survey of Loop 1604 in San Antonio, for the Texas Department of Transportation, Environmental Affairs Division

2006

Historic Resources Survey of Loop 337 in New Braunfels, for the Texas Department of Transportation, Environmental Affairs Division

2006

Historic Resources Survey of US 83 and SH 152 in Wheeler County, for the Texas Department of Transportation, Environmental Affairs Division

2006

Historic Documentation of Properties along FM 1878 in Nacogdoches, Nacogdoches County, for the Texas Department of Transportation, Environmental Affairs Division

2006

Intensive Historic Resources Survey and Documentation of Properties along FM 725 in Guadalupe County, for the Texas Department of Transportation, Environmental Affairs Division

2005

Historic Resources Survey of US Highway in Williamson County: A Reconnaissance Survey of historic Resources Dating from 1950 to 1960. Prepared for Carter & Burgess, Inc.

2005

Historic Documentation of Heep Dairy Properties for SH 45 Southeast in Travis County, for the Texas Department of Transportation, Environmental Affairs Division

2005

HAER Level Documentation of Historic Bridges in Texas for the Texas Department of Transportation (CSJ 0032-06-034)

2005

Historic Resources Survey of SH 45 Southeast in Travis County, for the Texas Department of Transportation, Environmental Affairs Division

2005

Historic Resources Survey of US 93 in Texarkana (documentation of African-American neighborhood) for the Texas Department of Transportation, Environmental Affairs Division

2005

Historic Resources Survey of US 277 in Del Rio, Val Verde County, for the Texas Department of Transportation, Environmental Affairs Division

2005

Historic Resources Survey of US 57 in La Pryor, Zavala County, for the Texas Department of Transportation, Environmental Affairs Division

2005

Historic Resources Survey of US 83 in Zapata and Starr Counties for the Texas Department of Transportation, Environmental Affairs Division

2005

Historic Resources Survey of FM 2388 in Canadian, Texas for the Texas Department of Transportation, Environmental Affairs Division

2004

Historic Resource Documentation of the Rockdale Mining Community, Milam County, Texas, along US 79 for the Texas Department of Transportation, Environmental Affairs Division (CSJ 0032-10-034)

2004

Historic Documentation for the Low Water Bridge at Gruene, Texas, for the Texas Department of Transportation, Environmental Affairs Division

2004

Guide to Documenting Historic Bridges in Texas for the Texas Department of Transportation, Environmental Affairs Division

2004

Cultural Resources Survey of US 190, Walker County, Texas, for the Texas Department of Transportation, Environmental Affairs Division (CSJ 0213-01-029)

2003

Intensive Level Survey of US 83 in Paducah, Texas, for the Texas Department of Transportation, Environmental Affairs Division (CSJ 0032-03-034)

2003

Cultural Resources Survey of US 83 in Palmview, Texas, for the Texas Department of Transportation, Environmental Affairs Division (CSJ 0032-07-034)

2003

Cultural Resources Level Survey of BU 83 and US 277 in Eagle Pass, Texas, for the Texas Department of Transportation, Environmental Affairs Division (CSJ 0032-09-034)

2003

Cultural Resources Level Survey of BU 83 in Mission, Texas. for the Texas Department of Transportation, Environmental Affairs Division (CSJ 0032-08-034)

2003

Field Guide to Historic Gas Stations for the Texas Department of Transportation, Environmental Affairs Division (with Dwayne Jones)

2003

Intensive Level Survey of US 83 in Paducah, Texas, for the Texas Department of Transportation, Environmental Affairs Division (CSJ 0032-03-034)

2003

Intensive Level Survey of SH 87 and Historic Context for Broadway Avenue in Galveston, Texas, for the Texas Department of Transportation, Environmental Affairs Division (CSJ 0051-04-055)

2003

Reconnaissance Level Survey of US 180 in Breckenridge, Texas, for the Texas Department of Transportation, Environmental Affairs Division (CSJ 0011-08-022)

2003

Reconnaissance Level Survey of US 290, Bastrop County, Texas, for the Texas Department of Transportation, Austin District (subcontractor to ACSI)

2003

HABS Level Documentation of Resources along Spur 21, San Antonio, Texas, for the Texas Department of Transportation, Environmental Affairs Division (CSJ 0291-10-056)

2002

Historic Resource Documentation of the Frenchtown Neighborhood, Houston, Texas, along US 59 from Canal to Cleveland Bypass for the Texas Department of Transportation, Environmental Affairs Division (CSJ 0177-05-091)

2002

Preparation of Conservation District Ordinance and Applications for the Bell Avenue Conservation District and Austin-Locust Conservation District, Denton, Texas

2002

Reconnaissance Level Survey of US 79, Williamson County, Texas, for Williamson County (subcontractor to ACSI)

2001

Preservation Plan for Richmond, Texas

2001

Design Guidelines for Downtown Richmond, Texas

2001

Cultural Resources Survey of Richmond, Texas

2001

Educational Workshops for Ennis, Texas

2001

Historic Resources Survey of Castroville, Texas

2000

Master Plan for the Dimmit County Courthouse (in association with Frank Architects, Inc.) Dimmit County, Texas

1999

Historic Preservation Plan for the City of Ennis, Texas

1998

Historic Resources Survey of Poteet and Leming for Atascosa County, Texas

1998

Historic Resources Survey of Lytle and Jourdanton for Atascosa County, Texas

1997

Historic Resources Survey of Mineola, Texas

1997

Historic Resources Survey of Fort Bragg, North Carolina

1997

Historic Documentation of Randolph Air Force Base, San Antonio, Texas

1996

Historic Resources Survey of Fort Jackson, South Carolina

1996

Preservation Plan for the City of Denton, Texas

1996

Historic Resources Survey of San Marcos, Texas

1996

Historic and Cultural Resources Survey of Balmorhea State Park, Texas Parks and Wildlife Department

1995

Historic Resources Survey of Government Hill Neighborhood, San Antonio, Texas (architectural historian for Ralph Newlan)

1995

Historic Structures Report for Fort Gibson, Oklahoma (architectural historian for John Volz and Associates)

1995

Historic and Cultural Resources Survey of Denton, Texas (with Ralph Newlan)

1995

Historic and Cultural Resources Survey of Marshall, Texas (architectural historian for Ralph Newlan)

1995

Historic and Cultural Resources Survey of Atascosa County, Texas (architectural historian for Ralph Newlan)

1994

Design Guidelines for the Sixth Street National Register District in downtown Austin, Texas (architectural historian for Nore Winter & Company)

1994

Historic and Cultural Resources Inventory of Tyler State Park, Texas Department of Parks and Wildlife (architectural historian for Ralph Newlan)

1994

Historic and Cultural Resources Inventory of Palmetto State Park, Texas Department of Parks Wildlife (architectural historian for Ralph Newlan)

1993

Historic Structures Report for the Blanco County Courthouse (architectural historian for Wayne Bell and Associates)

1992

Cultural Resources Inventory and Evaluation of Historic Properties, Randolph Air Force Base, San Antonio, Texas (architectural historian for Thomason and Associates)

National Register Nominations

2006

Preparation of a National Register Nomination for an unidentified dam feature in Travis County, for the Texas Department of Transportation (not listed)

2006

Preparation of a National Register Nomination for the Old Austin to San Antonio Post Road in Hays and Travis Counties, for the Texas Department of Transportation (not listed)

2006

Preparation of a National Register Nomination for the Heep Dairy Properties in Travis County, for the Texas Department of Transportation (not listed, property since demolished)

2004

National Register of Historic Places nomination of the Courthouse Square in Paducah, Texas

2002

Multiple Property National Register Nomination for Central Business District, Dallas, Texas

2000

National Register Nomination for the Wood County Courthouse, Wood County, Texas

2000

National Register Nomination for the Lyons House, Pleasanton, Texas

2000

National Register Nomination for the Fayette County Courthouse Square, La Grange, Texas

1999

National Register Nomination for City National Bank, Houston, Texas

1999

National Register Nomination for the Courthouse Square, Denton, Texas

1998

National Register Nomination for the Old Post Office, Graham, Texas

1997

National Register Nomination for the Atascosa County Courthouse, Atascosa County, Texas

1997

National Register Nomination for the Korus Farmstead, Atascosa County, Texas

1996

National Register Nomination for the Allcorn-Kokemoor Farmstead, Washington County, Texas

Official Texas Historical Markers

2007

Texas Historical Marker for Wichita County Water Improvement District No. 2 in Wichita County, for the Texas Department of Transportation

2006

Preparation of Historical Marker for Frenchtown in Houston, for the Texas Department of Transportation

2006

Preparation of Historical Marker for Zydeco in Houston, for the Texas Department of Transportation

Scholarly Publications

2009

Field Guide to Irrigation in the Lower Rio Grande Valley: Historic Context and Methodology for the NRHP Evaluation of Historic-Age Irrigation Resources, for the Texas Department of Transportation

2006

Project Director, *Guide to Historic Gas Stations in Texas*, by Dwayne Jones, for the Texas Department of Transportation (available online).

2004; revised 2013

Guide to Documenting Historic Bridges in Texas for the Texas Department of Transportation, Environmental Affairs Division

1990 ~ 1996

Contributing Editor to *Texas Architect*.

1991

"Architectural Education: Serving Practice," *Texas Architect* (Sept/Oct 1991).

1991

"Im Garten Eden: Frank Lloyd Wright's Erbe." *Architektur & Bauforum* (Number 144, 1991).

1989

Guest editor of *Texas Architect*, issue commemorating the 50th anniversary of the Texas Society of Architects.

1986

"Evidence," in *Austin: Its Architects and Architecture, 1836-1986*. Austin: Austin Chapter of the American Institute of Architects.

1986

"A History of the University of Texas School of Architecture," *Prospectus*. Austin: University of Texas School of Architecture.(revised 1988 and 1991).

1985

"James Riely Gordon and the Skycolumn: 'It Is As Logical Today as the Skyscraper was Twenty Years Ago'," *Center: A Journal for Architecture in America* (volume 2) Austin: Center for the Study of American Architecture.

1985

"The Harwell Hamilton Harris Collection," *Harwell Hamilton Harris*, exhibition catalog. Austin: Center for the Study of American Architecture.

Awards

April 1992

The John Ben Shepperd Leadership Award, The Texas Historical Commission

June 1991

Texas Award for Historic Preservation, The Texas Historical Commission (presented to The Architectural Drawings Collection)

April 1984

Presidential Excellence Award, The University of Texas at Austin



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Tammy Crumley

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Approve contract change order 1, increase \$53,125.94, with Myers Concrete Construction, LP pursuant to IFB 2021-B05 Concrete Contractor for additional perimeter sidewalk work required for the Courthouse Grounds Renovation Project.
INGALSBE/T.CRUMLEY

Summary:

Myers Concrete originally quoted the perimeter sidewalk repairs as small patch repairs. Hays County requested for complete panel replacements, instead of patch repairs. Due to panel replacements near the ADA accessible areas, additional panels were replaced to ensure the replaced panels met ADA accessibility standards.

Fiscal Impact:

Amount Requested: \$53,125.94
Line Item Number: TBD

Budget Office:

Source of Funds: Hays County/City of San Marcos TIRZ #5
Budget Amendment Required Y/N?: TBD
Comments: Project will need to be budgeted once funding agreement with the City of San Marcos is finalized.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Information For Bid (IFB) 2021-B05 Concrete Contractor

Auditor's Office

G/L Account Validated Y/N?: TBD
New Revenue Y/N?: TBD
Comments:

Attachments

Myers - Change Order



MYERS CONCRETE CONSTRUCTION, LP.
P.O. BOX 2928
WIMBERLEY, TX 78676
PHONE 512-847-8000 FAX 512-847-3831
info@myersconcrete.com
www.myersconcrete.com
HUB/WBE/SBE Certified

Hays County

October 5th, 2023

Attn: Chris Deichmann
111 East San Antonio #101
San Marcos, TX. 78666
512-393-7659 Office
512-393-7696 Fax
chris.deichmann@co.hays.tx.us

**Project: Hays County Courthouse Additional Sidewalk Demo and Replacement
CONTRACT**

1. Myers Concrete Construction, LP proposes to supply all labor and materials for the following work described:
 - A. Description of Changes:
 - a. Perimeter sidewalk that was marked in the field was significantly more than what was originally estimated.
 - b. Original quote included replacement of 25% of the perimeter sidewalk
 - c. This change order includes replacements of an additional 50% of the perimeter sidewalk for a total replacement of 75% of the existing perimeter sidewalk.
 - d. Additional replacement is required to tie in panels to existing panels with ADA accessible sidewalk.
 - e. Replacement of only the damaged panels would result in tie ins that do not meet ADA accessibility standards so the areas are being enlarged to meet this requirement.
 - f. In addition to this there have been new areas that have been identified as damaged and in need of replacement from what was originally included.
 - B. Sidewalk demo and replacement
 - a. Estimated man hours: 927.64 hours @ \$57.27= \$53,125.94
2. Subgrade to be (+ or -) 1/10th of one foot and installed by others.
3. Exclusions: Bonds, Permits, Sealing or Caulking Joint, Embeds, Anchors, Nosing, De-Watering, Testing, Rock Excavation, Demo, and Utilities Not Clearly Marked
4. Myers Concrete Construction, LP will provide Workers Compensation and General Liability Insurance.
5. Contract must be signed and returned prior to any commencement of work
6. Draws paid as work progresses and payment in full upon completion.
7. Total Price for all work listed above: **\$53,125.94**

Myers Concrete Construction, LP
By Randy Myers, VP of Myers Concrete, LLC, GP

Hays County



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Tammy Crumley

Sponsor:

Judge Becerra

Agenda Item:

Approve renewal of IFB 2020-B02 Hauling Solid Waste with Texas Disposal Systems and Central Texas Refuse, LLC. for one (1) additional year, with the proposed price changes from Texas Disposal Systems, increasing their contract 8%.
BECERRA/T.CRUMLEY

Summary:

Countywide Operations would like to renew IFB 2020-B02 Hauling Solid Waste with Texas Disposal Systems and Central Texas Refuse, LLC. for one (1) additional year. Texas Disposal Systems has submitted a proposed price change of an 8% increase, with all other terms and conditions remaining the same. The contract is utilized at the two recycling centers located in Wimberley and Driftwood.

Fiscal Impact:

Amount Requested: Per bid terms
Line Item Number: 001-716-00.5452

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: IFB 2020-B02 Hauling Solid Waste

Auditor's Office

G/L Account Validated Y/N?: Yes, Trash Hauling Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Central Texas Refuse, LLC - Renewal 4
Texas Disposal Systems, Inc. - Renewal 4
Proposed Price Increase - Texas Disposal Systems
Renewal 4 - Bid Award Summary



HAYS COUNTY PURCHAING OFFICE

Stephanie Hunt, Purchasing Agent

712 S. Stagecoach Trail, Ste. 1012

San Marcos, Texas 78666

512-393-2267 • purchasing@co.hays.tx.us

October 18, 2023

Central Texas Refuse, LLC.

PO Box 8885

Austin, TX 78760

RE: Annual contract renewal

The annual contract for Hauling Solid Waste, IFB 2020-B02 will expire on November 5, 2023. This letter will serve as official notice that Hays County would like to exercise our 4th and final option to renew the existing contract for one (1) additional year effective November 5, 2023 – November 4, 2024, provided all terms and conditions remain unchanged and in full force and effect as provided in the original bid. 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.

Please email purchasing@co.hays.tx.us if you have any questions or need additional information.

Thank you.

Sincerely,

Stephanie Hunt

Hays County Purchasing Agent

Signature

Company

Printed Name

Date

Approved by the Hays County Commissioners Court on:

Date

Ruben Becerra, Hays County



HAYS COUNTY PURCHAING OFFICE

Stephanie Hunt, Purchasing Agent

712 S. Stagecoach Trail, Ste. 1012

San Marcos, Texas 78666

512-393-2267 • purchasing@co.hays.tx.us

October 18, 2023

Texas Disposal Systems, Inc.
PO Box 17126
Austin, TX 78760

RE: Annual contract renewal

The annual contract for Hauling Solid Waste, IFB 2020-B02 will expire on November 5, 2023. This letter will serve as official notice that Hays County would like to exercise our 4th and final option to renew the existing contract for one (1) additional year effective November 5, 2032 – November 4, 2024, provided all terms and conditions remain unchanged and in full force and effect as provided in the original bid with the proposed price changes. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above.

Please email purchasing@co.hays.tx.us if you have any questions or need additional information.
Thank you.

Sincerely,

Stephanie Hunt
Hays County Purchasing Agent

Signature

Company

Printed Name

Date

Approved by the Hays County Commissioners Court on:

Date

Ruben Becerra, Hays County

IFB 2020-B02 HAULING OF SOLID WASTE - BID TABULATION														
				Texas Disposal Systems, Inc.				Texas Disposal Systems, Inc. (New Proposed Pricing)						
HAULING AND DISPOSAL														
				Citizen's Collection Station Location		Overage Charges		Citizen's Collection Station Location		Overage Charges				
				1691 Carney Lane Wimberley, TX	20290 FM 150 W Driftwood, TX	Container weight limit (tons)	Overage Charge (per ton over limit)	1691 Carney Lane Wimberley, TX	20290 FM 150 W Driftwood, TX	Container weight limit (tons)	Overage Charge (per ton over limit)			
B02.1	Hauling and disposal of 42 cubic yard compactor/receiver (per haul)			\$	863.00	\$	744.00	10	tons	\$	60.00	per ton	\$	929.60
B02.2	Hauling and disposal of 40 cubic yard open top container (per haul)			\$	581.00	\$	577.00	10	tons	\$	60.00	per ton	\$	625.84
B02.3	Hauling and disposal of 30 cubic yard open top container (per haul)			\$	547.00	\$	471.00	10	tons	\$	60.00	per ton	\$	589.22
B02.4	Hauling and disposal/recycling of 30 cubic yard open top container (per haul, glass only)													
B02.8	Mixed Paper Haul (Amendment 1)			\$	360.10	\$	360.10						\$	387.90
				Monthly Rate						Monthly Rate				
B02.5	Rental and required service/repair of 42 cubic yard compactor/receiver (per month)			\$	411.00					\$		442.72		
ITEM DISPOSAL FEES														
				Price per item						Price per item				
B02.6	Mattresses and Box Springs			\$	27.00					\$		29.08		
B02.7	Tires (off rim)			\$	71.00					\$		76.48		

*Historical data on the container weights and hauling frequency of the 42 cubic yard compactor/receiver was analyzed for each location. Although the hauling rates from Texas Disposal Systems, Inc. are not the lowest bid, the higher allowable weight (and the associated rental/service/repair fee required for the Wimberley location) makes this bid the best value to Hays County.

Award Summary		
Vendor	Item Number	Description
Texas Disposal Systems, Inc.	B02.1	Hauling and disposal of 42 cu yd compactor/receiver (both locations)*
	B02.2	Hauling and disposal of 40 cu yd open top container (Wimberley only)
	B02.3	Hauling and disposal of 30 cu yd open top container (both locations)
	B02.5	Rental and service/repair of 42 cu yd compactor/receiver (Wimberley only)*
	B02.6	Disposal of mattresses and box springs
Central Waste & Recycling	B02.4	Hauling and disposal/recycling of 30 cu yd open top container (glass only, both locations)

IFB 2020-B02 HAULING OF SOLID WASTE - BID TABULATION																					
				Texas Disposal Systems, Inc.						Texas Disposal Systems, Inc. (New Proposed Pricing)											
HAULING AND DISPOSAL																					
				Citizen's Collection Station Location		Overage Charges				Citizen's Collection Station Location		Overage Charges									
				1691 Carney Lane Wimberley, TX	20290 FM 150 W Driftwood, TX	Container weight limit (tons)	Overage Charge (per ton over limit)		1691 Carney Lane Wimberley, TX	20290 FM 150 W Driftwood, TX	Container weight limit (tons)	Overage Charge (per ton over limit)									
B02.1	Hauling and disposal of 42 cubic yard compactor/receiver (per haul)			\$	863.00	\$	744.00	10	tons	\$	60.00	per ton	\$	929.60	\$	801.42	10	tons	\$	64.63	per ton
B02.2	Hauling and disposal of 40 cubic yard open top container (per haul)			\$	581.00	\$	577.00	10	tons	\$	60.00	per ton	\$	625.84	\$	621.53	10	tons	\$	64.63	per ton
B02.3	Hauling and disposal of 30 cubic yard open top container (per haul)			\$	547.00	\$	471.00	10	tons	\$	60.00	per ton	\$	589.22	\$	507.35	10	tons	\$	64.63	per ton
B02.4	Hauling and disposal/recycling of 30 cubic yard open top container (per haul, glass only)																				
B02.8	Mixed Paper Haul (Amendment 1)			\$	360.10	\$	360.10						\$	387.90	\$	387.90					
				Monthly Rate								Monthly Rate									
B02.5	Rental and required service/repair of 42 cubic yard compactor/receiver (per month)			\$	411.00							\$		442.72							
ITEM DISPOSAL FEES																					
				Price per item								Price per item									
B02.6	Mattresses and Box Springs			\$	27.00							\$		29.08							
B02.7	Tires (off rim)			\$	71.00							\$		76.48							

*Historical data on the container weights and hauling frequency of the 42 cubic yard compactor/receiver was analyzed for each location. Although the hauling rates from Texas Disposal Systems, Inc. are not the lowest bid, the higher allowable weight (and the associated rental/service/repair fee required for the Wimberley location) makes this bid the best value to Hays County.

Award Summary		
Vendor	Item Number	Description
Texas Disposal Systems, Inc.	B02.1	Hauling and disposal of 42 cu yd compactor/receiver (both locations)*
	B02.2	Hauling and disposal of 40 cu yd open top container (Wimberley only)
	B02.3	Hauling and disposal of 30 cu yd open top container (both locations)
	B02.5	Rental and service/repair of 42 cu yd compactor/receiver (Wimberley only)*
	B02.6	Disposal of mattresses and box springs
Central Waste & Recycling	B02.4	Hauling and disposal/recycling of 30 cu yd open top container (glass only, both locations)



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Tammy Crumley

Sponsor:

Judge Becerra

Agenda Item:

Authorize the execution of the Sixth Amendment to RFP 2020-P02 Countywide Janitorial Services between Hays County and Pritchard Industries. **BECERRA/T.CRUMLEY**

Summary:

On January 28, 2020, the Commissioners Court approved a contract with PBS of Texas, LLC. for Countywide Janitorial Services as a result of formal solicitation RFP 2020-P02. Pritchard Industries, SW acquired PBS of Texas, LLC. and all of their contracts.

With the moving of the Health Department to 101 Thermon Drive and the move of the IT/Elections Offices to 120 Stagecoach Trail, Janitorial services will no longer be needed at 401 Broadway location, but will need to be added to the IT/Elections Building. The services being removed and added are the same, cleaning 5 days a week for 4 hours per day. The monthly rate of the contract will not increase.

Sixth Amendment:

Removing cleaning at 401 Broadway (\$845.00) monthly

Adding Cleaning at 120 Stagecoach Trail +\$845.00 monthly.

Fiscal Impact:

Amount Requested: None

Line Item Number: Various

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: Request for Proposal (RFP) 2020-P02 Countywide Janitorial Services

Auditor's Office:

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

(PE) Amendment 6

Sixth Amendment to the Janitorial Service Agreement (RFP 2020-P02 Countywide Janitorial Services)

1. This Sixth Amendment to the Janitorial Service Agreement (the "Contract"), attached as *Exhibit "A"* and executed January 28, 2020 (the "Agreement"), is made effective this twenty-fourth day of October 2023, by and between **Hays County, Texas ("Client")** and **PBS of Texas, LLC Pritchard Industries, SW("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Removal of Health Department Building Cleaning (401 Broadway St. Ste. A, San Marcos, TX):

- a. Removal of cleaning services:
 - 5 days a week, 1pm – 5pm daily
 - \$845.00 monthly with supplies provided.

3. Addition of IT/Elections Building (120 Stagecoach Trail, San Marcos, TX) Cleaning:

- a. Add cleaning service for the new IT/Elections Building
 - 5 days a week, 1pm – 5pm daily
 - \$845.00 monthly with supplies provided.

4. Except for the above modifications set forth in this Fourth 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: _____

**PBS OF TEXAS, LLC
PRITCHARD INDUSTRIES, SW**

By: Ronnie Pace

Printed Name: Ronnie Pace

Title: Vice President

Dated: October 19, 2023

ATTEST: _____

Elaine Cardenas
Hays County Clerk



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Approve out-of-state travel for Cpl. Garrett Dominguez and Mobile Crisis Outreach Liaison Erin Barker to attend the NTOA Crisis Negotiations Conference on November 13-16, 2023, in Scottsdale, AZ. **INGALSBE/CUTLER**

Summary:

Out-of-state travel is needed to send Cpl. Garrett Dominguez and Mobile Crisis Outreach Liaison Erin Barker to attend the NTOA Crisis Negotiations Conference on November 13-16, 2023, in Scottsdale, AZ.

By attending this conference, Cpl. Dominguez and Ms. Barker will collaborate with crisis negotiators and instructors from multiple law enforcement agencies to share ideas and experiences. It will enhance their skills by attending thought-provoking seminars and incident debriefs taught by some of the leading crisis negotiation instructors in the country. The conference will enrich negotiation tactics, sharpen leadership skills, and promote professionalism. Funding for registration fees and travel expenses, including hotel, airfare, rental car, and per diem fees, will be paid for out of the Sheriff's Office Continuing Education funds.

Fiscal Impact:

Amount Requested: \$4,200

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?: N/A

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: 10/24/2023

Requested By:

Marcus Pacheco

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the Development Services Department to obtain professional services with Eric O'Neil for the creation of a Python script for County GIS and MyPermitNow services, authorize a purchasing policy waiver and amend the budget accordingly. **SHELL/PACHECO**

Summary:

The Geographic Information Systems (GIS) Division of the Development Services Department is working toward the creation of a "Permit Map" for more public transparency in developments around Hays County. Eric O'Neal has come recommended from the Department's permitting software vendor, MyGovernmentOnline (MGO). Mr. O'Neal has extensive knowledge of the MGO software and has created many feature classes & scripts to assist numerous jurisdictions around the U.S. including Texas, Louisiana, Florida, and West Virginia. Development Services is requesting a waiver to the purchasing policy to obtain three quotes due to unique skill set and Mr. O'Neal's knowledge of MGO & GIS software and experience of using products in other organizations.

Fiscal Impact:

Amount Requested: \$1,000.00

Line Item Number: 001-657-00.5718_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$1,000 - Increase Software Operating 001-657-00.5718_400

(\$1,000) - Decrease Software Maintenance 001-657-00.5429

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No

Comments: Requires a waiver to the purchasing policy from obtaining three quotes.

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Eric O'Neal Quote

DATE: 10/3/2023

7645 Celebration Way
Crestwood, KY
40014

TO Michael Berlad

THANK YOU FOR YOUR BUSINESS!



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Approve out-of-state travel for Lieutenant Matt Wasko to attend the Use of Force Summit on November 28-30, 2023, in Uncasville, CT. **INGALSBE/CUTLER**

Summary:

Out-of-state travel is needed to send Lt. Matt Wasko to attend the Use of Force Summit on November 28-30, 2023, in Uncasville, CT. By attending this summit, Lt. Wasko will be provided with a valuable education, networking opportunities, and information to distribute to the Hays County SWAT Team/agency. This event attracts over 800 like-minded police leaders and offers excellent opportunities for idea exchange in educational and networking settings. Funding for registration fees and travel expenses, including hotel, airfare, rental car, and per diem fees, will be paid for out of the Sheriff's Office Continuing Education funds.

Fiscal Impact:

Amount Requested: \$3,200

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?: TBD

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: 10/24/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the Sheriff's Office to procure a credit card in an amount not to exceed \$5,000.00 from the County depository account. **INGALSBE/CUTLER**

Summary:

In November 2020, the Court authorized the Sheriff's Office to purchase consumables related to extended crime scene incidents and approved eight credit cards for Law Enforcement Lieutenants. At this time, the S.O. requests one credit card for an L.E. Lieutenant for making such purchases.

Fiscal Impact:

Amount Requested: N/A

Line Item Number: N/A

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

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

New Revenue Y/N?:

Comments:



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize a three-year (3) Focus Complete Care Service Plan for \$10,925.00 with ZNET Tech, LLC for FARO, a 3D measuring tool used by the Sheriff's Office for investigative purposes. **INGALSBE/CUTLER**

Summary:

In March this year, the Court authorized a Complete Care Service Plan for Faro with ZNET Tech, LLC., and portions of the plan were not in the approved GSA Schedule. Since then, the vendor has added the service plan and calibration services to the GSA Schedule #47QTCA18D003S. The plan is for three years at \$10,925, with each fiscal year totaling \$3,643. Funding for FY 2024 is budgeted in the Sheriff's Office Software Licensing and Maintenance general ledger.

Fiscal Impact:

Amount Requested: FY 2024 \$3,643

Line Item Number: 001-618-00.5429

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: General Services Administration Contract #47QTCA18D003S

Auditor's Office

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense

New Revenue Y/N?: N/A

Comments:

Attachments

ZNET 0823-23-HAYS



Quote
0823-23-Hays

Address:

[illegible]



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Linda Coker, Historical Commission Chair

Sponsor:

Commissioner Cohen

Agenda Item:

Authorize the Historical Commission Office to purchase consumable treats for the Kyle Depot to participate in the City of Kyle annual "Trick or Treat" event. **COHEN/COKER**

Summary:

The Kyle Depot and Heritage Center is inundated with children during the annual Halloween festivities. The Historical Commission Chair would like to purchase candy to be giving out at the Kyle Depot during this event.

Fiscal Impact:

Amount Requested: \$200.00

Line Item Number: 141-676-00.5391

Budget Office:

Source of Funds: Historical Commission Publication Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments:

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Jude Prather, Director of Veteran Services

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the Veteran's Administration Office to request a \$50,000.00 increase for client services for grant year 2023-2024 at the quarterly Texas Veterans Commission meeting in November 2023. **INGALSBE/PRATHER**

Summary:

In grant year 2022-2023, H4H was awarded \$150,000 and provided assistance to 72 veterans and their dependents in Hays County.

During the grant year 2023-2024, H4H applied for \$150,000 in funding, but received a reduced grant award of \$100,000 and is still required by TVC to provide assistance to 72 clients.

The Veterans Office would like to attend the quarterly Texas Veterans Commission meeting in November 2023 to request a \$50,000 increase for client services for grant year 23-24

No cash or gift cards allowed under this program.

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-720-99-136]

Budget Office:

Source of Funds: Texas Veterans Commission Grant Funds

Budget Amendment Required Y/N?: No

Comments: If approved, additional grant funding will need to be budgeted.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments:

Auditor's Office

G/L Account Validated Y/N?: TBD

New Revenue Y/N?:

Comments:

Attachments

Requested Budget

Approved Budget

Name	Total Grant Funded Salary	Total Grant Funded Fringe	Salary + Fringe	Fringe % of Salary
Amanda Gomes Torres	\$40,000.00	\$20,268.00	\$60,268.00	50.67%
Total			\$60,268.00	

Supplies Group

Category	Unit Cost	Quantity	Amount Requested
Office Supplies	\$150.00	12	\$1,800.00
Total			\$1,800.00

Direct Client Services Group

Category	Unit Cost	Quantity	Amount Requested
Mortgage	\$2,000.00	10	\$20,000.00
Rent	\$1,800.00	11	\$19,800.00
Utilities	\$168.00	24	\$4,032.00
Food Voucher	\$175.00	12	\$2,100.00
Restorative Dental	\$2,000.00	3	\$6,000.00
Assistive Technologies	\$520.00	20	\$10,400.00
Transportation Beneficiary Vehicle	\$1,200.00	10	\$12,000.00
Transportation Beneficiary Vehicle	\$50.00	16	\$800.00
Transportation Beneficiary Vehicle	\$1,200.00	6	\$7,200.00
Transportation Beneficiary Vehicle	\$400.00	8	\$3,200.00
Transportation Rides	\$120.00	12	\$1,440.00
Transportation Rides	\$120.00	8	\$960.00
Total			\$87,932.00

Total Budget: \$150,000.00

▼ Documents

Select the financial document that applies to your organization as per the RFA:

Net Assets at the end of the Year*

\$272,115,476.00

Budget Tables

Salary & Fringe Group

Name	Job Title	Annual Salary	% Time to TVC Grant	Total Grant Funded Salary
Amanda Gomes Torres	Case Manager	\$41,697.12	66%	\$27,520.10
Total Fringe: \$21,124.16		Total Grant Funded Fringe: \$13,941.95		
Social Security: \$2,585.22 Medicare: \$604.61 FICA: \$3,189.83	Health: \$11,760.00 Dental: \$404.88 Vision:	Life: \$65.28 Disability: Worker's Comp:	Unemployment: Retirement: \$5,704.17	Parking: Phone:
Total Salary + Fringe: \$41,462.04		Fringe % of Salary: 50.66%		
Total Salary				\$41,462.04

Direct Client Services Group

Category	Unit Cost	Quantity	Amount Requested
Mortgage	\$2,000.00	8	\$16,000.00
Rent	\$1,800.00	9	\$16,200.00
Utilities	\$168.00	24	\$4,032.00
Food Voucher	\$175.00	12	\$2,100.00
Restorative Dental	\$1,500.00	2	\$3,000.00
Assistive Technologies	\$500.00	6	\$3,000.00
Transportation Beneficiary Vehicle	\$12,429.98	1	\$12,429.98
Transportation Rides	\$1,775.98	1	\$1,775.98
Total			\$58,537.96

Total Budget:

\$100,000.00

▼ Documents



AGENDA ITEM REQUEST FORM: **G. 29.**

Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Sponsor:

Commissioner Smith

Agenda Item

Accept the resignation of Dennis Lane from the Board of Emergency Services District #1 and approve the appointment of Dan O'Brien to serve the remainder of the term ending December 31, 2024. **SMITH**

Summary



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

Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Villarreal-Alonzo

Sponsor:

Agenda Item

Accept delivery of the Quarterly Internal Examination Reports for the Justice of the Peace Precinct 2 Office, Justice of the Peace Precinct 3 for the period of Jan 2023 to March 2023, Parks Department and Health Department for the period of April 2023 to June 2023, and Parks Department for the period of July 2023 to September 2023. **VILLARREAL-ALONZO**

Summary

Quarterly Internal Examination Reports are Attached.

Attachments

Quarterly Reports for County Offices



OFFICE OF THE COUNTY AUDITOR

Marisol Villarreal-Alonzo, CPA, MPA

Hays County Auditor

712 S. Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

marisol.alonzo@co.hays.tx.us

512-393-2283

October 16, 2023

Honorable Judge Beth Smith
Hays County Justice of the Peace, Precinct 2
5458 FM 2770
Kyle, Texas 78640

Judge Beth Smith:

The Hays County Auditor's Office has examined the collections and monthly reports submitted by Justice of the Peace, Precinct 2 for the months January 2023 through March 2023. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 2. The objectives of the examination were to verify all funds collected were accounted for and deposited with the County Treasurer and the required monthly reports were submitted 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.

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

Sincerely,

A handwritten signature in black ink, reading "Marisol Villarreal-Alonzo".

Marisol Villarreal-Alonzo, CPA
County Auditor



OFFICE OF THE COUNTY AUDITOR

Marisol Villarreal-Alonzo, CPA, MPA

Hays County Auditor

712 S. Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

marisol.alonzo@co.hays.tx.us

512-393-2283

October 16, 2023

Honorable Judge Andy Cable
Hays County Justice of the Peace, Precinct 3
200 Stillwater
Wimberley, Texas 78676

Judge Andy Cable:

The Hays County Auditor's Office has examined the collections and monthly reports submitted by Justice of the Peace, Precinct 3 for the months January 2023 through March 2023. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 3. The objectives of the examination were to verify all funds collected were accounted for and deposited with the County Treasurer and the required monthly reports were submitted 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.

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

Sincerely,


Marisol Villarreal-Alonzo, CPA
County Auditor



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

www.hayscountytexas.com

Marisol Villarreal-Alonzo, CPA

County Auditor

marisol.alonzo@co.hays.tx.us

Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

October 10, 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 Parks Department monthly reports for the months of April 2023 through June 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Parks 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 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.

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

Sincerely,

Marisol Villarreal-Alonzo, CPA

County Auditor



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

www.hayscountytexas.com

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

October 10, 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 collections and monthly reports submitted for the months of April 2023 through June 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.

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

Sincerely,

A handwritten signature in cursive script that reads "Marisol Villarreal-Alonzo".

Marisol Villarreal-Alonzo, CPA
County Auditor



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

www.hayscountytx.com

Marisol Villarreal-Alonzo, CPA

County Auditor

marisol.alonzo@co.hays.tx.us

Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

October 10, 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 Parks Department monthly reports for the months of July 2023 through September 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Parks 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 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.

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: 10/24/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a First Amendment to the Funding Agreement between Hays County and the City of Kyle for Purposes of a Hays County Citizen Reporting System. **INGALSBE**

Summary:

Fiscal Impact:

Amount Requested: N/A

Line Item Number: 001-618-99-135]

Budget Office:

Source of Funds: City of Kyle IGR and DOJ Grant Funds

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

New Revenue Y/N?:

Comments:

Attachments

1st Amendment - Kyle Citizen Reporting System

FIRST AMENDMENT
TO THE FUNDING AGREEMENT BETWEEN HAYS COUNTY AND
THE CITY OF KYLE FOR PURPOSES OF A HAYS COUNTY
CITIZEN REPORTING SYSTEM

This First Amendment to the Funding Agreement Between Hays County and the City of Kyle for Purposes of a Hays County Citizen Reporting System (“Amendment”) is entered into by and between the City of Kyle, Texas (“City”) and Hays County, Texas (“County”), parties to the Interlocal Cooperation Agreement for a Hays County Citizen Reporting System executed on or about February 1, 2022 (“Agreement”). By execution of this Amendment, the parties agree that the Agreement shall be amended effective October 24, 2023.

City and County now desire to amend the terms of the Agreement as more particularly set forth below:

SECTION II. COUNTY PERFORMANCE is amended as follows:

- A. The County shall utilize the County’s award of the Coronavirus Emergency Supplemental Funding Program related to a Hays County Citizen Reporting System from the Department of Justice Office of Justice Programs Bureau of Justice Assistance in the amount of \$37,094.00, and the County’s Agreement with LexisNexis for the Coplogic Solutions, to assist in providing an online citizen reporting system designed to minimize the encounters between law enforcement officers and citizens in an effort to limit the spread of exposure to COVID-19. Such online reporting system allows citizens to submit non-emergency incidents to law enforcement officials and integrate the reports into the County’s existing Records Management Software to create efficient workflows. City also has access to and utilizes the County’s Records Management Software.
- B. The County shall also comply with any and all applicable federal grant subrecipient requirements as set forth in Exhibit A and any and all federally-funded contract provisions subject to Appendix II, as set forth in Exhibit B. Both Exhibit A and Exhibit B are attached hereto and incorporated herein.

SECTION IV. CITY PERFORMANCE is amended as follows:

- A. Notwithstanding any other provision of this Agreement, the City shall fully reimburse the County for the costs associated with the City’s portion of the Hays County Citizen Reporting Software (approximately ~~\$10,225.00~~ **\$11,148.75**), including any price increases set forth by LexisNexis once the above-mentioned grant funds deplete. Funds for the participation in this Agreement have been provided through the Kyle City Council ~~for FY 2023 only~~. This Agreement shall automatically terminate if the City does not appropriate funds to continue this Agreement.
- B. The County shall accordingly invoice the City for any costs related to the City’s portion of the Hays County Citizen Reporting Software. The City shall pay all invoices received from the County within thirty (30) days of receipt. Delay of payment or failure to pay can result in the termination of this Agreement and termination of the services provided to the City by LexisNexis.
- C. The City shall also comply with any and all applicable federal grant subrecipient requirements as set forth in Exhibit A and any and all federally-funded contract provisions subject to Appendix II, as set forth in Exhibit B. Both Exhibit A and Exhibit B are attached hereto and incorporated herein.

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.

CITY OF KYLE, TEXAS

HAYS COUNTY, TEXAS

Travis Mitchell, Mayor

Ruben Becerra, County Judge

DATE: _____

DATE: _____

ATTEST:

ATTEST:

Jennifer Kirkland, City Secretary

Elaine H. Cardenas, County Clerk

EXHIBIT A

Federal Grant Subrecipient Language

GENERAL OVERVIEW

1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose is to establish a citizen's reporting system in order to provide better availability and efficiency for Citizens to make reports to law enforcement.

1.2 Use of Funds. The City understands that the funds provided to it by the County will be used solely for the payment of the Coplogic Solutions software utilized for citizen reporting.

1.3 Distribution of Grant Funds. The County will pay Grant funds for invoices received during the period that begins on the Effective Date of the original agreement and ends on July 31, 2023. All funding will comply with grant program guidelines and services.

The City (UEI ELD6UZC1B5Y5) agrees to accept the not-to-exceed amount of \$11,148.75 that will be disbursed from the Grant Funds.

CITY PERFORMANCE REQUIREMENTS

2.1 Subrecipient Status. The County and the City agree that the City is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal entity that receives a subaward from a pass-through entity to carry out a part of a Federal program. The City, as a subrecipient, will be responsible for implementation, operation, and maintenance of the Coplogic Solutions software consistent with the terms and conditions of this Agreement and the Coronavirus Emergency Supplemental Funding Program (ALN 16.034 – Award Number 2020-VD-BX-0899 – awarded by United States Department of Justice to Hays County UEI RH4DFY1GC2R3 on May 27, 2020). As a Subrecipient, the City will be responsible for, among other things, taking responsibility for compliance with the Grant 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 City agrees to comply with the above.

2.3 Allowable Expenditures. The City agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The City 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 the expenditures related to the City's use of the Coplogic Solutions software as outlined in the Agreement.

2.4 County Audit. The City agrees to allow the County to review City records to determine their compliance with the terms of this Agreement. The City, 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.

COUNTY PERFORMANCE REQUIREMENTS

3.1 County Payment Responsibility. After receipt of the City's invoices, the County will endeavor to pay the allowable expenditures as soon as possible. The County shall have no obligation to pay the City any allowable expenses over \$11,148.75 from the Coronavirus Emergency Supplemental Funding Program.

Exhibit B

EXHIBIT FOR FEDERALLY-FUNDED CONTRACTS SUBJECT TO APPENDIX II (2 CFR 200)

TERMINATION FOR CAUSE: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

TERMINATION FOR CONVENIENCE: County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.

DAVIS-BACON ACT – PREVAILING WAGE RATES: 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 of 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 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 determinations 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 regular weekly period, Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics may perform work in more than one classification for the time actually worked therein, provided that Contractor'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)(11) 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. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

CONTRACT WORK HOURS AND SAFETY STANDARDS: If, in the course of fulfilling the terms of this Agreement, Contractor employs mechanics or laborers to perform work, Contractor recognizes that it must comply 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, Contractor shall 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. Contractor further recognizes that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

CLEAN AIR – CLEAN WATER: The Contractor under this contract/subcontract agrees as follows:

- (a) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this contract by the Contracting Local Organization.
- (b) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was signed by the Contracting Local Organization unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (c) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- (d) To insert the substance of the provisions of this article in any nonexempt subcontract, including this subparagraph.

DEBARMENT: Contractor certifies, to the best of its knowledge and belief, that it and its principals -

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) 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;
- (c) 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 paragraph (1)(b) of this certification; and
- (d) 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.

Contractor understands and agrees that, if it is unable to certify any of the above terms, or provide an acceptable explanation related to its inability to make such certification, that the County shall have cause to terminate this Agreement for cause. Contractor agrees to require compliance with the terms of this Section, and certification thereof, in any subcontract for performance of work under this Agreement.

BYRD ANTI-LOBBYING CERTIFICATION: Contractor 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 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 From to Report Lobbying", in accordance with its instructions.
- (c) Contractor shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and that all subcontractors shall certify and disclose accordingly.

(d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

PROCUREMENT OF RECOVERED MATERIALS: The County seeks to comply with Section 6002 of the Solid Waste Disposal Act including “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 by 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.” Contractor agrees to ensure the County’s compliance with the above-stated Section 6002, if and when applicable to this Agreement. For the purposes of this Section, “Recovered Materials” means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the Court to execute a Non-Standard Utility Agreement in the amount of \$83,550.00 with County Line Special Utility District for the relocation of existing facilities in conflict with the FM 2001 East Safety Improvements project from Graef Road to Southeast of SH 21 in Precinct 1, amend the budget accordingly, and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(C).

INGALSBIE/BORCHERDING

Summary:

The FM 2001 East safety improvement project from Graef Road to Southeast of SH 21 (Graef section) [9-644-034] is funded by the Hays County 2016 Road Bond Program. The Non-Standard Utility Agreement authorizes the adjustment, removal, and/or relocation of a waterline crossing the proposed FM 2001 project, to include a 16" steel casing to be installed across the proposed right-of-way and abandonment of a 3-inch waterline. The Non-Standard Utility Agreement for the relocations is for a total amount of \$106,300.00 for upsizing the casing to 16". County Line Special Utility District (SUD), is 78.6% eligible for reimbursement for the 3-inch water line replacement cost. The total anticipated reimbursement to County Line SUD by the County is \$83,550.00 (78.6% of \$106,300.00).

Fiscal Impact:

Amount Requested: \$83,550.00

Line Item Number: 035-802-96-644.5623_400

Budget Office:

Source of Funds: 2016 Voter Approved Road Bond Fund (issued in 2019)

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$83,550 - Increase Utility Relocation Operating 035-802-96-644.5632_400

(\$83,550) - Decrease General Construction 035-800-96.5611_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Authorize a Discretionary Exemption per Texas Local Government Code 262.024 (a)(7)(C)

Auditor's Office

G/L Account Validated Y/N?: Yes, Utility Relocation Operating Expense

New Revenue Y/N?: N/A

Comments:

Attachments

FM2001East(Graef)-CountyLineSUD-Utility/Agreement

STANDARD UTILITY AGREEMENT

County: Hays Highway: FM 2001
Project No.: 1776-02-018 From: Graef Rd
Highway Project Letting Date: August 2024 To: Southeast of SH 21

This Utility Relocation Agreement ("**Agreement**") by and between Hays County, a political subdivision of the State of Texas ("County"), and County Line Special Utility District, a conservation and reclamation district ("Utility"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County ("Effective Date")**.

WHEREAS, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: waterline crossing of the proposed FM 2001 to include a 16" steel casing to be installed across the proposed right-of-way and abandonment of a 3-inch waterline due to the **County's** desire to widen its right-of-way into **Utility's** easements in which **Utility's** water system improvements are now located; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A" (herein referred to as the "**Project**").

WHEREAS, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities and the **Project** as set forth in this **Agreement**.

WHEREAS, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED, by the County and Utility:

I. Definitions

When used in this **Agreement**, capitalized terms not otherwise defined shall have the meanings set forth in the preamble above, and the definitions below:

1.01 "Existing Easements" means all easements held by **Utility** within the **Project Area** authorizing the construction, ownership and operation of water improvements.

1.02 "Existing Waterline Improvements" means all existing water distribution line improvements and related facilities, equipment and appurtenances owned and operated by **Utility** within the **Project Area**, which will be abandoned in place in accordance with the terms and conditions of this **Agreement**.

1.03 "Party" or "Parties" means **Utility** and/or the **County**, individually or collectively, as applicable.

1.04 "Project Area" means the area in which the **Project** will be undertaken, as said **Project Area** is more particularly described in Attachment "A" attached hereto.

1.05 "Replacement Easements" means the ten (10) feet wide permanent easements, along with any required temporary construction easements, to be acquired by **Utility** at the **County's** sole cost and expense in the **Project Area**.

1.06 "Roadway Improvements" means the acquisition of additional right-of-way and construction of the roadway improvements to be undertaken by the **County** within the **Project Area**.

1.07 "Utility Waterline Costs" means all costs and expenses incurred by **Utility** related to or arising out of the **Project**. By way of example and without limitation, **Utility Waterline Costs** shall include the following costs and expenses: (i) all costs and expenses incurred by **Utility** for **Waterline Design Work**; (ii) all costs and expenses incurred by **Utility** related to engineering services related to the **Project**; (iii) all costs and expenses incurred by **Utility** related to the acquisition of the **Replacement Easements** (including engineering, surveying, appraisal, land

acquisition, condemnation, right-of-way agents, experts, and legal costs and expenses); (iv) all reasonable legal fees and expenses incurred by **Utility** relating the negotiation and preparation of this **Agreement** and otherwise incurred with respect to the **Project**, which will be included in the fee for approval by the County; (v) all costs incurred by **Utility** locating its **Existing Waterline Improvements** in the vicinity of the **Roadway Improvements**, regardless of whether such costs were incurred before or after this **Agreement** is executed, with associated fees and scopes submitted to the County for approval; (vi) all costs and expenses incurred by the **Utility** for the **Waterline Improvements** (defined below) including the purchase of pipe, facilities and equipment, for construction of the **Project**, and for testing and inspection of the **Project**; (vii) all costs and expenses incurred by **Utility** or third parties to repair or replace landscaping in the **Existing Easements** and the **Replacement Easements** in connection with the **Project** or identifying **Utility's** existing or new facilities, whether incurred before or after this **Agreement** is executed; and (viii) all internal administrative and employee costs incurred by **Utility** relating to the **Project**.

1.08 "Waterline Design Work" means the engineering consulting and design services to be undertaken by **Utility**, its staff, and its engineering consultants in connection with the **Project**, including the **Waterline Improvements**; participation in meetings relating to the **Project**, and all other employee, administrative, engineering and consultant services performed relating to **Utility's** interests in the **Project**.

1.09 "Waterline Improvements" means the design and construction of those certain water line improvements more particularly described on **Attachment "A"** attached hereto, together with related facilities, equipment and appurtenances to replace the **Existing Waterline Improvements** in the **Project Area**. If, during the course of the design and/or construction of the **Roadway Improvements**, it becomes apparent that the proposed **Roadway Improvements** would conflict with the design, operation, maintenance, or repair of **Utility** facilities in addition to those identified in this **Agreement**, then any such water system improvements that must be relocated will be deemed **Waterline Improvements** for purposes of this **Agreement**, and shall be relocated at the **County's** sole cost and expense.

II. Cost of Design and Reimbursement of Waterline Utility Costs

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities (referred to herein as **Waterline Design Work** and the **Utility Waterline Costs**) up to the amount said costs may be eligible for **County** participation. The **County** shall also pay all other engineering and design costs relating to the **Project**.

The **County** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B (but only to the extent applicable to the **Project**) and all other applicable federal and state laws, rules and regulations. **Utility** agrees to supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations (to the extent applicable to the **Project**) prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit the **County** shall make an additional final payment totaling the full reimbursement amount for all eligible **Utility Waterline Costs**.

III. Easement Matters

Utility agrees to secure all **Replacement Easements** at the **County's** sole cost and expense.

At such time that **Utility** receives all **Replacement Easements** and the **Waterline Improvements** have been completed by the **Utility**, are operational, and accepted by **Utility**, **Utility** agrees to release all **Existing Easements** to the extent any of such easements encumber the **Project Area**. It is specifically agreed, however, that **Utility** shall not release any easement rights that relate to any real property other than the **Project Area**, and **Utility** shall not release any easement rights required for operation of facilities that are not being relocated under this **Agreement**. The County agrees that it shall not acquire any right-of-way for the **Project** that includes any **Utility** easements that are not being released under the terms of this **Agreement**.

IV. Force Majeure and Termination

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**. If the **County** terminates the **Agreement** after **Utility** has incurred costs related to design, engineering, or other **Utility Waterline Costs**, the **County** will still be liable for reimbursement to **Utility** for all such costs incurred by the **Utility** up to the day that **Utility** is notified of the cancellation. Upon presentment of an invoice by **Utility** for such costs, the **County** agrees to promptly pay the costs.

V. Attachments to the Agreement

Unless an item below is stricken and initialed by the **County** and **Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B");
4. Eligibility Ratio (Attachment "C");
5. Betterment Calculation and Estimates (Attachment "D");
6. Proof of Property Interest – Hays-U1 (Attachment "E");
7. Inclusion in Highway Construction Contract (Attachment "F").

V. Miscellaneous Terms

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County** and **Utility**.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: County Line Special Utility District
Name of Utility

By: 
Authorized Signature

Humberto Ramos
Print or Type Name

Title: General Manager

Date: 9/22/23

HAYS COUNTY

By: _____
Authorized Signature

Print or Type Name

Title: _____

Date: _____

Attachment A

Plans, Specifications, and Estimated Costs

CONSTRUCTION DRAWINGS FOR COUNTY LINE SPECIAL UTILITY DISTRICT (SUD)

FM 2001 WATERLINE RELOCATION

HAYS COUNTY, TEXAS

NOVEMBER 2022

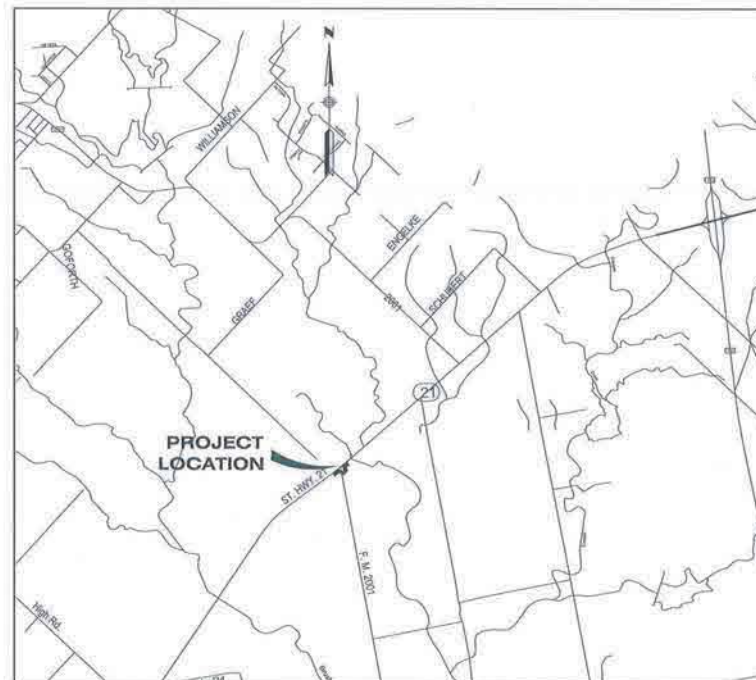
SWE PROJECT NO: 0017-068-20

OFFICERS AND DIRECTORS

PRESIDENT	CHRIS BETZ
VICE PRESIDENT	RENE HARBISON
SECRETARY/TREASURER	TONY BREWER
DIRECTOR	ROBERT DIAZ
DIRECTOR	KEN DODSON
DIRECTOR	JOE HOWE
DIRECTOR	WILLIAM ILSE
GENERAL MANAGER	DANIEL HEIDEMAN

NOTES:

1. ALL UTILITY LOCATIONS SHALL BE FIELD VERIFIED BY CONTRACTOR. CONTRACTOR SHALL CALL "ONE CALL SYSTEM OF TEXAS", 1 (800) 845-0005, PRIOR TO CONSTRUCTION FOR LOCATION OF ALL UNDERGROUND UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT THE CONTRACTOR'S EXPENSE WHETHER THE UTILITY IS SHOWN ON THE PLANS OR NOT.
2. CAUTION, OVERHEAD ELECTRIC LINES ARE LOCATED THROUGHOUT THE PROJECT. CONTACT ELECTRIC SERVICE PROVIDER FOR LINE INSULATION AND PROTECTION REQUIREMENTS.
3. EXCAVATION SHALL REMAIN 2' MINIMUM FROM UTILITY POLES.
4. ALL OPEN-CUT DRIVEWAYS SHALL BE REPAIRED TO MEET OR EXCEED CURRENT CONDITIONS.
5. ALL D.I. FITTINGS REQUIRE MEGALUG RESTRAINTS OR APPROVED EQUAL.
6. ALL METAL PIPE, FITTINGS, VALVES, RESTRAINTS, AND ACCESSORIES SHALL BE WRAPPED WITH 3 LAYERS OF STANDARD 8-MIL POLYETHYLENE OR 4-MIL CROSS LAMINATED POLYETHYLENE AND SEALED IN ACCORDANCE WITH AWWA C-105. THE WRAP SHALL BE SECURED WITH SUITABLE POLYETHYLENE TAPE.
7. SEE GENERAL CONSTRUCTION NOTES ON SHEET MD-1.



VICINITY MAP

SCALE: 1" = 6000'
3000' 1500' 0' 1500' 3000'

DRAWING INDEX

SHEET#	DRAWING#	DESCRIPTION
1.	--	COVER
2.	WP-1	WATER PROFILE
3.	MD-1	MISCELLANEOUS DETAILS
4.	MD-2	MISCELLANEOUS DETAILS



**Southwest
Engineers**

TPPS NO. P-4009
www.sweengr.com

HEADQUARTERS

200 South Lawrence Street, Oklahoma City, OK 73102
P: 405-442-2244 F: 405-442-2245

CENTRAL TEXAS

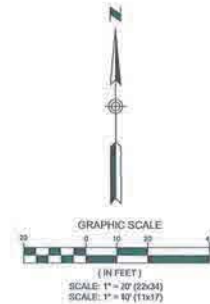
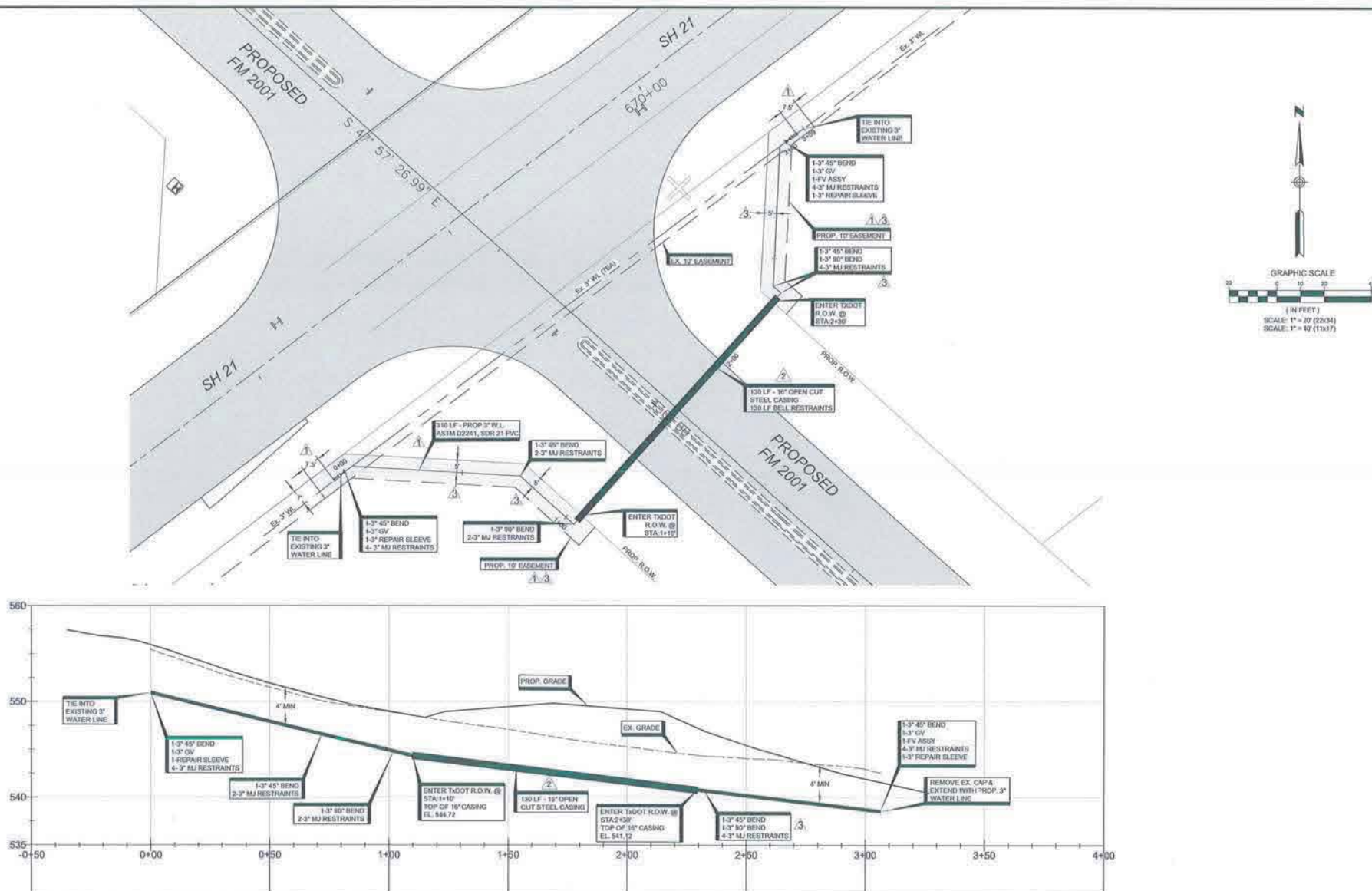
2000 Chisholm Trail, Longview, TX 75604
P: 940-347-8888 F: 940-347-8889

NO.	DATE	REVISION	APP.	BY

APPROVED BY:

[Signature] 11/16/22
SEYF L. KATLUS, P.E. DATE

C:\Users\jgiles\OneDrive\Documents\0017 - County Line SUD\0017-084-00 - FM 2001 Waterline Relocation\0017-084-00.dwg - PLOT - 11/22/23 - 11:22:00 AM - 11/22/23



NO.	REVISION	DATE
1	UPDATED CALL OUTS FOR CLARITY	11/29/22
2	CHANGED CASING TO 16"	04/04/23
3	WAS A 15' EASEMENT CHANGED TO 10'	07/14/23

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEFF A. KALLUS, P.E. 0122901 ON THE DATE INDICATED. ANY ALTERATIONS OF THIS SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.



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TYPE NO. E-1009
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HEADQUARTERS
207 Keller Lane
Cedar Park, Texas 78613
P: 817.421.2548 F: 817.421.1034

CENTRAL TEXAS
103 Commerce Park Loop, Ste. 500, Suite 500
Ft. Worth, Texas 76102

SCALE: AS SHOWN

DRAWN BY: JCD DATE: 11/22

CHECKED BY: JJK DATE: 11/22

WATER PROFILE

FM 2001 WATERLINE RELOCATION

COUNTY LINE S.U.D.

HAYS COUNTY, TEXAS

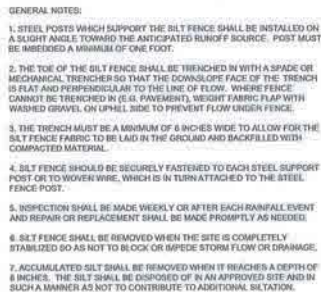
PROJECT NO. 0017-084-22

DRAWING NO. WP-1

SHEET 2 OF 4

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NO.	REVISION	DATE	THE SEAL APPEARS ON THIS DOCUMENT WAS AUTHORIZED BY JEFF J. KALLUS, P.E. #11281 ON THE DATE INDICATED, ANY ALTERATIONS OF THIS SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.	  <p>Southwest Engineers TYPE NO. P-7099 www.sweengr.com</p>	HEADQUARTERS 2012 Lantana Street, Odessa TX 79769 P: 806.401-1541 F: 806.479-1043 CENTRAL TEXAS 809 Channing Park Loop, Ste. 35, Dallas TX 75248 P: 214-297-4325	SCALE: _____ AS SHOWN DRAWN BY: JCD DATE: 11/22 CHECKED BY: JJK DATE: 11/22	MISCELLANEOUS DETAILS FM 2001 WATERLINE RELOCATION COUNTY LINE S.U.D. HAYS COUNTY, TEXAS	PROJECT NO. 0017-068-22 DRAWING NO. MD-1 SHEET 3 OF 4
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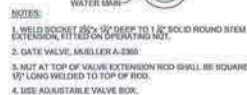
GENERAL NOTES:

1. THE INSTALLER SHALL FOLLOW THE REQUIREMENTS FOR TEMPORARY AND PERMANENT EROSION AND SEDIMENTATION CONTROLS, INSPECTION AND MAINTENANCE PROCEDURES LISTED IN THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORM WATER POLLUTION PREVENTION PLAN.
2. THE INSTALLER AND ALL SUBCONTRACTORS SHALL COMPLETE THE POLLUTION PLAN CERTIFICATION.
3. A COPY OF THE POLLUTION PREVENTION PLAN SHALL BE KEPT AT THE CONSTRUCTION SITE FROM THE TIME CONSTRUCTION BEGINS UNTIL THE SITE IS FINALLY STABILIZED.
4. INSPECTION AND MAINTENANCE FORMS SHALL BE COMPLETED AS REQUIRED BY THE POLLUTION PLAN.
5. THE STORM WATER POLLUTION PREVENTION PLAN AND ALL OTHER RECORDS REQUIRED BY THE POLLUTION PLAN SHALL BE RETAINED FOR THREE-YEARS AFTER COMPLETION OF FINAL SITE STABILIZATION.
6. THE POLLUTION PREVENTION PLAN AND ASSOCIATED RECORDS MUST BE MADE AVAILABLE UPON REQUEST TO EPIA DIRECTOR, GREAT STATE OR LOCAL AGENCY WHO IS APPROVING EROSION AND SEDIMENTATION CONTROL PLANS AND TO THE OWNER AND



NOTES:

1. VALVE CASTINGS SHALL BE ADJUSTED TO GRADE AFTER FULL LIFT OF OVERLAY IS IN PLACE.
2. CLEAN CASTINGS OF ALL DEBRIS DOWN TO THE BASE OF THE VALVE.
3. REMOVE EXISTING CASING DOWN 18" AND REPLACE TO THE NEW ELEVATION WITH NEW PIPES AND CASTINGS.
4. WHEN CAST IRON CASTINGS TO BE REMOVED, REQUIRE EXCAVATION GREATER THAN 30 INCHES DEEP. CONTRACTOR MAY ELECT TO FILL EXCAVATION WITH CONTROLLED LOW STRENGTH MATERIAL TO THE UNDERSIDE OF THE CONCRETE PAVEMENT PATCH IN LIEU OF COMPACTED BACKFILL.



SCALE: AS SHOWN

DRAWN BY: JCD DATE: 11/22

CHECKED BY: JJK DATE: 11/22

bioRxiv preprint doi: <https://doi.org/10.1101/2017.08.08.201111>; this version posted August 11, 2017. The copyright holder for this preprint (which was not certified by peer review) is the author/funder, who has granted bioRxiv a license to display the preprint in perpetuity. It is made available under aCC-BY-NC-ND 4.0 International license.

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: TBD

Estimated Completion Date: 60 days from Start Date

Attachment C

Eligibility Ratio

- ☒ On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See attached documents for proof of property interest, which is established at 100% eligible.
- ☐ Eligibility Ratio Calculation attached

Attachment D

Betterment Calculation and Estimates

- ☐ Betterment does not exist in this agreement.
- ☒ Betterment Calculation attached:
County is responsible for 78.6%; County Line SUD is responsible for 21.4%

County Line S.U.D.
FM 2001 Water Line Relocation
Preliminary Cost Estimate
Rev. 10/12/2023

Betterment Ratio

Relocation	Condition	Total Project Cost Estimate
FM 2001 WL Relocation	3-inch W.L. Replacement Cost	\$83,550.00
	Total Cost (Upsize Casing to 16")	\$106,300.00
County Reimbursement Amount	\$83,550	78.6%
Betterment (County Line SUD)	\$22,750	21.4%

County Line S.U.D.
FM 2001 Water Line Relocation
Preliminary Cost Estimate
Rev. 10/10/2023

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Preliminary Construction Cost					
No.	Item	Quantity	Unit	Unit Cost	Total Cost
1	3" PVC Water Line	310	L.F.	\$30.00	\$9,300.00
2	6" Open Cut Steel Casing	130	L.F.	\$125.00	\$16,250.00
3	3" Gate Valve	2	EA.	\$1,000.00	\$2,000.00
4	3" M.J. Restraints	14	EA.	\$75.00	\$1,050.00
5	3" Bell Restraints	6	EA.	\$75.00	\$450.00
6	Flush Valve Assembly	1	EA.	\$1,500.00	\$1,500.00
7	Tie-ins to Existing Lines	2	EA.	\$1,500.00	\$3,000.00
8	Erosion Control Measures	1	L.S.	\$1,000.00	\$1,000.00
9	Miscellaneous Ductile Iron Fittings	0.1	Tons	\$10,000.00	\$1,000.00
Preliminary Construction Cost					\$35,550.00
Preliminary Non-Construction Cost					
No.					Cost
1	Survey				\$5,000.00
2	Engineering - Preliminary / Reimbursement Agreement				\$5,000.00
3	Engineering - Design				\$8,000.00
4	Easement Acquisition				\$8,500.00
5	Easement Payment				\$15,000.00
6	Contingency				\$6,500.00
Preliminary Non-Construction Costs					\$48,000.00
Total Project Preliminary Cost					
Subtotal Construction Costs					\$35,550.00
Subtotal Non-Construction Costs					\$48,000.00
Total Project Preliminary Cost Estimate					\$83,550.00

County Line S.U.D.
FM 2001 Water Line Relocation
Preliminary Cost Estimate
3/22/2023

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Preliminary Construction Cost					
No.	Item	Quantity	Unit	Unit Cost	Total Cost
1	3" PVC Water Line	310	L.F.	\$30.00	\$9,300.00
2	16" Open Cut Steel Casing	130	L.F.	\$250.00	\$32,500.00
3	3" Gate Valve	2	EA.	\$1,000.00	\$2,000.00
4	3" M.J. Restraints	14	EA.	\$75.00	\$1,050.00
5	3" Bell Restraints	6	EA.	\$75.00	\$450.00
6	Flush Valve Assembly	1	EA.	\$1,500.00	\$1,500.00
7	Tie-ins to Existing Lines	2	EA.	\$1,500.00	\$3,000.00
8	Erosion Control Measures	1	L.S.	\$1,000.00	\$1,000.00
9	Miscellaneous Ductile Iron Fittings	0.1	Tons	\$10,000.00	\$1,000.00
Preliminary Construction Cost					\$51,800.00
Preliminary Non-Construction Cost					
No.					Cost
1	Survey				\$5,000.00
2	Engineering - Preliminary / Reimbursement Agreement				\$5,000.00
3	Engineering - Design				\$8,000.00
4	Easement Acquisition				\$8,500.00
5	Easement Payment				\$15,000.00
6	Contingency				\$13,000.00
Preliminary Non-Construction Costs					\$54,500.00
Total Project Preliminary Cost					
Subtotal Construction Costs					\$51,800.00
Subtotal Non-Construction Costs					\$54,500.00
Total Project Preliminary Cost Estimate					\$106,300.00

Attachment E

Proof of Property Interest

and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Henrietta Nally wife of the said Henrietta Nally, having been examined by me privately and apart from her husband, and having the same fully explained to her, she, the said Henrietta Nally, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23 day of October, A.D. 1965.



Marie Phillips
Notary Public in and for Palo Pinto
County, Texas

Filed for Record at 4:20

O'clock P.M.

Dec. 22

1965

Recorded at 11:65

O'clock A.M.

Dec. 28

1965

By Marie Phillips

Deputy

WILLIE B. BARNES, Clerk County Court,
Caldwell County, Texas

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Willie Olle, a single man, Herman Dube and Viroma Weisser Dube, and Fred Knetsch and Flora Weisser Knetsch, hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by County Line Water Supply Corporation, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water line, and all necessary appurtenances thereto, over and across the following land owned by Grantor in Caldwell County, State of Texas: 97.96 acres, more or less, out of the S. B. Carson and Prosper Hope Surveys, and being a portion of that same real property as is described by metes and bounds in deed from Emma Weisser, et al, to Flora Weisser Knetsch, et al., such deed being recorded in Vol. 247, page 520, Caldwell County Deed Records, together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted. The easement hereby granted shall not exceed ten (10) feet in width, the center line thereof to be located across said land as follows: BEGINNING at a point in the Southwest boundary line of said 97.96, more or less, acre tract, said point being five (5) feet Southeast of the Southwest corner of said tract; THENCE in a Northeasterly direction to a point in the Northeast boundary line of said tract, which point is five (5) feet Southeast of the Northwest corner of said tract. Said center line, therefore, is parallel to and five (5) feet Southeast from the Northwest line of said tract and the Southeast line of State Highway No. 21.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following: NONE.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 6TH day of November, 1965.

Willie Olle
Willie Olle

Attachment F

Inclusion in Highway Construction Contract (if applicable)

In the best interest of both the County and the Utility, the Utility request the County to include the plans and specifications for this work in the general contract for construction of Highway FM 2001 in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the County to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

Utility: N/A
Name of Utility

By: _____
Authorized Signature

Print or Type Name

Title: _____

Date: _____



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Hold a public hearing with possible action 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: 10/24/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Cohen

Agenda Item

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release the Letter of Credit #55110289 in the amount of \$1,202,038.38 and accept the 3-year maintenance bond #30189377 in the amount of \$27,033.60 for Mansions of Buda/Suffield Drive. **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

Mansions of Buda Backup Docs

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

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

October 24, 2023

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

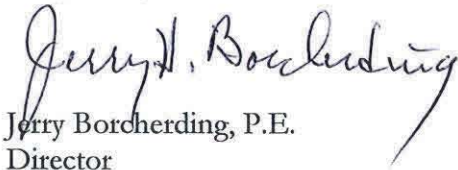
RE: Mansions of Buda

Dear Commissioners and Judge:

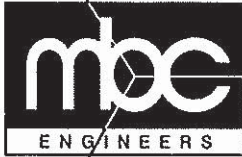
Roger W. Gunderman, P.E. with MBC Engineers, Inc., is requesting that Hays County accept construction of the roads and drainage improvements for Mansions of Buda a.k.a. Suffield Drive, release the letter of credit #55110289 in the amount of \$1,202,038.38 and accept the 3-year maintenance bond #30189377 in the amount of \$27,033,60. 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



MACINA • BOSE • COPELAND and ASSOCIATES, INC
CONSULTING ENGINEERS AND LAND SURVEYORS

1035 Central Parkway North, San Antonio, Texas 78232
(210) 545-1122 FAX (210) 545-9302
TBPE Firm Registration #784 | TBPLS Firm Registration #10011700 | SBE Certified #214046463
www.mbcengineers.com

ENGINEER'S CONCURRENCE LETTER

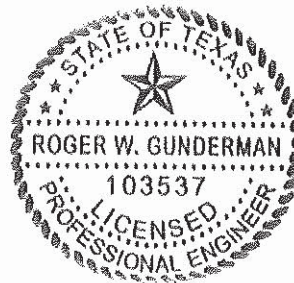
Date: August 24, 2023
Project Name: Mansions of Buda
Address: 476 and 477 Suffield Drive, Buda, TX
RE: Completion of Suffield Drive and Private Detention Ponds

On 08/10/2023 and 08/24/2023, I, the undersigned professional engineer made a visual observation of the above referenced project. Some final adjustments to the outfall weirs for ponds 2 and 3 were needed but these items are currently underway. Based on my visual inspection, I observed that Suffield Drive and the private detention ponds, within the Mansions of Buda Subdivision, are constructed in general conformance with the approved plans.

Signature By:

Roger W. Gunderman, P.E.

Roger W. Gunderman, P.E.
Vice President





1900 5TH AVE NORTH, UPPER LOBBY, BIRMINGHAM, AL 35203.
S.W.I.F.T. UPNBUS44XXX
PHONE (866)828-6928 FAX (205)264-0801

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 55110289

ISSUE DATE: 05/19/2022

DATE AND PLACE OF EXPIRY: 05/19/2023, BIRMINGHAM AL

LETTER OF CREDIT AMOUNT: USD \$1,202,038.38

BENEFICIARY:
HAYS COUNTY
111 EAST SAN ANTONIO STREET
SUITE 300
SAN MARCOS, TX 78666

APPLICANT:
4000 DACY LANE INVESTMENTS, LLC
2505 STATE HWY 360, SUITE 800
GRAND PRAIRIE, TX 75050

RE: MANSIONS OF BUDA CONSTRUCTION PROJECT

GENTLEMEN:

WE HEREBY ESTABLISH IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO 55110289 WHICH IS AVAILABLE WITH REGIONS BANK LOCATED AT 1900 5TH AVENUE NORTH, UPPER LOBBY, BIRMINGHAM, AL 35203, ATTENTION: GLOBAL TRADE SERVICES BY PAYMENT AGAINST PRESENTATION OF THE ORIGINAL LETTER OF CREDIT, ORIGINAL AMENDMENT(S) IF APPLICABLE AND YOUR SIGHT DRAFT DRAWN ON REGIONS BANK AND ACCOMPANIED BY THE FOLLOWING DOCUMENT:

ORIGINAL OF BENEFICIARY'S STATEMENT ON THE COMPANY'S LETTERHEAD AND SIGNED BY THE COUNTY JUDGE CERTIFYING THAT:

QUOTE

APPLICANT FAILED TO COMPLETE THE IMPROVEMENT(S) IN THE SUBDIVISION AND THE DRAWING AMOUNT REPRESENTS THE AMOUNT NECESSARY FOR COMPLETION OF ALL OR PART OF THE SUBDIVISION IMPROVEMENTS TO THE COUNTY'S STANDARDS.

UNQUOTE

DRAFT(S) MUST BE MARKED DRAWN UNDER REGIONS BANK STANDBY LETTER OF CREDIT NUMBER 55110289 DATED 05/19/2022.

THIS LETTER OF CREDIT WILL EXPIRE ON 05/19/2023 BUT WILL AUTOMATICALLY EXTEND WITHOUT AMENDMENT FOR AN ADDITIONAL ONE YEAR PERIOD FROM THE EXPIRATION DATE, OR ANY FUTURE EXPIRATION DATE UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO SUCH EXPIRATION DATE WE NOTIFY YOU BY OVERNIGHT COURIER AT THE ABOVE ADDRESS, THAT THIS LETTER OF CREDIT WILL NOT BE EXTENDED.




Our reference Number: 55110289

Page: 2

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98) WHICH WAS EFFECTIVE JANUARY 1, 1999.

SINCERELY,


AUTHORIZED SIGNATURE

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

22036918 LETTEROFCREDIT
07/29/2022 09:02:26 AM Total Fees: \$0.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

Elaine H. Cárdenas



MAINTENANCE BOND

Bond No. 30189377

KNOW ALL PERSONS BY THESE PRESENTS, That we Asphalt Inc., LLC dba Lone Star Paving of 11675 Jollyville Rd., Suite 150 Austin, TX 78759, hereinafter referred to as the Principal, and Continental Casualty Company, as Surety, are held and firmly bound unto Hays County of 712 S. Stagecoach Trail San Marcos, TX 78666, hereinafter referred to as the Obligee, in the sum of Twenty-Seven Thousand, Thirty-Three Dollars and 60/100 Dollars (\$ 27,033.60), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the Hays County 712 S. Stagecoach Trail San Marcos, TX 78666 dated _____, _____, for Mansion at Buda (Kyle ETJ) - 3 Year Material & Workmanship Warranty Bond.

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of Three (3) year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on July 18th, 2023.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of Three (3) year(s) from and after _____ then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 22nd day of August, 2023.

Asphalt Inc., LLC dba Lone Star Paving
(Principal)

By [Signature] (Seal)

Continental Casualty Company
(Surety)

By [Signature] (Seal)
Brent M. Blonigan Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Brent M Blonigan, Rob J Dreiling, Kara Pierce, Raul F Campa, Debbie Palmer, Individually

of Richardson, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 24th day of June, 2021.

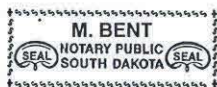


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 22nd day of August, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. 30189377.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Telephone: 1-877-672-6115

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

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

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 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 una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Puede comunicarse con el 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) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release the Letter of Credit #FTFC-23234 in the amount of \$2,553,164.45 and acceptance of the 2-year maintenance bond #355371K in the amount of \$129,932.25 for Waterstone Unit B. **INGALSBIE/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

Waterstone Unit B Backup

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

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

October 24, 2023

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

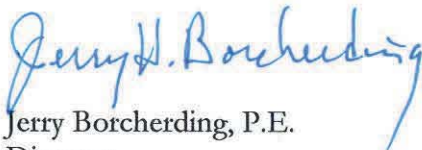
RE: Waterstone, Unit B

Dear Commissioners and Judge:

Jacob Harris, P.E. with Doucet & Associates, Inc., is requesting that Hays County accept construction of the roads and surface drainage improvements for Waterstone, Unit B, release the Letter of Credit #FTFC-23234 in the amount of \$2,553,164.45., and accept the 2-year maintenance bond #355371K in the amount of \$129,932.25. 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

**ENGINEER'S CONCURRENCE LETTER FOR
FINAL INSPECTION OF THE HAYS COUNTY
INFRASTRUCTURE**

Date: 09/18/2023

TO WHOM IT MAY CONCERN

Project: Waterstone Unit B – Hays County (Engineer's Project # 1636-009A)

Owner/Developer's Name and Address:

Lennar Homes of Texas Land & Construction, LTD
13620 N FM 620, Bldg. B, Suite 150
Austin, TX 78717

Contractor's Name and Address:

JL Gray Construction
408 Fannin Ave
Round Rock, TX 78664

We (Doucet & Associates, Inc.), as a consulting engineer for the above-referenced project, designed the construction plans and provided regular construction observation as well as construction administration support during the course of construction.

As of this day, a Doucet field representative made a final visual inspection of the project site and is in full agreement that all Hays County roadway improvements including residential and collector streets (as required by the plans) were constructed per the approved construction plans with no significant deviation. Therefore, we verify that the work performed under this contract is complete and this letter serves a concurrence for the final inspection/acceptance of the project.

Please feel free to contact us with any questions or concerns.

Sincerely,



Jacob Harris, P.E.
Project Manager
Doucet & Associates, Inc.
TBPELS Firm #F-3937
TBPELS Surveying Firm #10194551



9/18/2023

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

1-800-243-0210

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

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

1-800-252-3439

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES:

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8. 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

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Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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 BOND

Bond No.: 355371K

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto Hays County as Obligee, in the sum of One Hundred Twenty-nine Thousand Nine Hundred Thirty-two & 25/100 (\$129,932.25) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee(s) to: Waterstone Unit B

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of 2 year(s) following final acceptance of said improvements: Waterstone Unit B - Street & Drainage Improvements

NOW THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of 2 year (s) from and after acceptance of said improvements by Obligee, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact.

This 20th day of September, 2023.

JL Gray Construction, Inc.
Principal

By: _____

Westfield Insurance Company
Surety

Seal

By: _____

Jack Nottingham, Attorney-in-fact

Local Recording Agency:
K & S Insurance
P O Box 277
Rockwall, TX 75087

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME
PCWER # AND ISSUED PRIOR TO 05/25/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4220012 14

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, BRADY WILSON, BRENNAN WILLIAMSON, JOINTLY OR SEVERALLY

of **ROCKWALL** and State of **TX** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this 25th day of **MAY** A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 25th day of **MAY** A.D., 2022, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 20th day of September A.D., 2023.



Frank A. Carrino, Secretary

FIRST TEXAS FIDELITY COMPANY

5505 BLUE LAGOON DRIVE, 7TH FLOOR W
MIAMI, FLORIDA 33126
PHONE (305)553-8724



23025269 LETTER OF CREDIT Total Pages: 3
Filed and Recorded: 07/13/2023 01:42:59 PM

JUNE 5, 2023

IRREVOCABLE STANDBY LETTER OF CREDIT NO. FTFC-23234

BENEFICIARY: HAYS COUNTY
712 S. STAGECOACH TRAIL
SAN MARCOS, TX 78666

APPLICANT: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
13620 N. FM 620, BLDG. B, SUITE 150
AUSTIN, TX 78717

LC AMOUNT: USD \$2,553,164.45 (TWO MILLION FIVE HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED SIXTY-FOUR AND 45/100 US DOLLARS)

EXPIRATION DATE: JUNE 4, 2024 AT OUR COUNTERS

RE: WATERSTONE UNIT B

GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. FTFC-23234 IN YOUR FAVOR AT THE REQUEST AND FOR THE ACCOUNT OF LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. IN AN AGGREGATE AMOUNT NOT TO EXCEED THE LC AMOUNT.

THIS LETTER OF CREDIT IS AVAILABLE BY YOUR DRAFT(S) DRAWN AT SIGHT ON FIRST TEXAS FIDELITY COMPANY DULY AND MANUALLY SIGNED AND MARKED: "DRAWN UNDER FIRST TEXAS FIDELITY COMPANY LETTER OF CREDIT NO. FTFC-23234 DATED JUNE 5, 2023" WHEN ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS, IF ANY, AND THE FOLLOWING DOCUMENT(S):

BENEFICIARY'S AFFIDAVIT DULY AND MANUALLY SIGNED AND DATED BY HAYS COUNTY (THE "COUNTY") ENGINEER SIGNING AS SUCH ON ITS LETTERHEAD READING EXACTLY AS FOLLOWS:

"(I) THE AMOUNT REPRESENTED BY THE DRAFT ACCOMPANYING THIS STATEMENT IS THE AMOUNT REQUIRED TO BE PAID TO THE BENEFICIARY ON ACCOUNT OF THE FAILURE OF LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. ("LENNAR") TO COMPLETE THE PUBLIC IMPROVEMENTS FOR WATERSTONE UNIT B CALLED FOR IN THE HAYS COUNTY LAND DEVELOPMENT CODE (THE "CODE") AND PURSUANT TO THE ENGINEER COST ESTIMATE PREPARED BY DOUCET & ASSOCIATES, INC. DATED APRIL 13, 2023; (II) THAT LENNAR HAS BEEN GIVEN WRITTEN NOTICE BY THE COUNTY DESCRIBING THE EVENT OR CONDITION OF SUCH DEFAULT IN REASONABLE DETAIL BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED; ; (III) THE DEFAULT HAS NOT BEEN CURED WITHIN THE CURE PERIOD PROVIDED FOR THEREIN, IF ANY; AND (IV) THAT THE COUNTY IS NOT IN DEFAULT UNDER THE TERMS AND CONDITIONS OF THE CODE AND AS SUCH IS ENTITLED TO BE PAID THE PROCEEDS OF THIS LETTER OF CREDIT UNDER THE TERMS AND CONDITIONS OF THE CODE."

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN ANY SUCH DOCUMENT, INSTRUMENT OR AGREEMENT.

WE HEREBY ENGAGE WITH BENEFICIARY THAT ALL SIGHT DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF DRAWN AND PRESENTED FOR PAYMENT TOGETHER WITH THE DOCUMENTS REQUIRED HEREIN TO FIRST TEXAS FIDELITY COMPANY 5505 BLUE LAGOON DRIVE, 7TH FLOOR WEST, MIAMI, FLORIDA 33126, IF PRESENTED BEFORE OUR CLOSE OF BUSINESS ON OR BEFORE THE EXPIRATION DATE. PRESENTATIONS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR BY FEDERAL EXPRESS OR ANY OTHER NATIONALLY RECOGNIZED COURIER COMPANY.

FIRST TEXAS FIDELITY COMPANY

5505 BLUE LAGOON DRIVE, 7TH FLOOR W
MIAMI, FLORIDA 33126
PHONE (305) 553-8724

23025269 Page 2 of 3



THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NO. FTFC-23234

PAGE 2

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE – PUBLICATION NO. 590 ("ISP98").

VERY TRULY YOURS,

FIRST TEXAS FIDELITY COMPANY


JACQUELINE DE SOUZA, VICE PRESIDENT

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

23025269 LETTEROFCREDIT
07/13/2023 01:42:59 PM Total Fees: \$0.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

Elaine H. Cárdenas





Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #LICX1975193 in the amount of \$1,310,079.50 and acceptance of the 2-year maintenance bond #341695J in the amount of \$91,551.55 for the Hymeadow subd., Section 3, Phase 4. **INGALSBE/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

Hymeadow 3-4 Backup

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

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

October 24, 2023

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

RE: Hymeadow, Section 3, Phase 4

Dear Commissioners and Judge:

Josh Janysek P.E. with BGE, Inc., is requesting that Hays County accept the construction of the roads and surface drainage improvements for Hymeadow, Section 3, Phase 4, release the subdivision bond #LICX1975193 in the amount of \$1,310,079.50 and accept the 2-year maintenance bond #341695J in the amount of \$91,551.55. 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



08/2/2023

RE: Hymeadow Section 3 Phase 4
Water, Sewer, Street & Drainage Improvements
PCIP 2021-38212
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 2, 2023, I the undersigned professional engineer, 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 Contractor personnel. The conclusion drawn from this final inspection and those site visits conducted during construction is that the Hymeadow Section 3 Phase 4 Water, Sewer, Street & Drainage Improvements project has been constructed in general compliance with the approved plans, specifications and requirements of the associated regulatory permits with insignificant deviation.

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

Sincerely,
BGE, Inc.

Josh Janysek

Josh Janysek, P.E.
Project Manager – Construction

cc: James Parman, Hays County
Justin Ivicic, Maxwell SUD
Brent Reeh, Aqua
Cody Bass, Ashton Woods



Josh Janysek

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

1-800-243-0210

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One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

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1-800-252-3439

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Austin, TX 78714-9091
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8. ATTACH THIS NOTICE TO YOUR POLICY:

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Puede comunicarse con su (title) al (telephone number).

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UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

MAINTENANCE BOND

Bond No.: 341695J

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto Hays County as Obligee, in the sum of Ninety-one Thousand Five Hundred Fifty-one & 55/100 (\$91,551.55) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee(s) to: Hymeadow Section 3 Phase 4

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of 2 year(s) following final acceptance of said improvements: Hymeadow Section 3 Phase 4 - Wastewater Improvements

NOW THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of 2 year (s) from and after acceptance of said improvements by Obligee, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact.

This 22nd day of August, 2023.

JL Gray Construction, Inc.
Principal

By:  _____

Westfield Insurance Company
Surety

Seal

Local Recording Agency:
K & S Insurance
P O Box 277
Rockwall, TX 75087

By:  _____
Jack Nottingham, Attorney-in-fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/25/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4220012 14

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, BRADY WILSON, BRENNAN WILLIAMSON, JOINTLY OR SEVERALLY

of **ROCKWALL** and State of TX its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit. - - - - -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this 25th day of MAY A.D., 2022 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 25th day of MAY A.D., 2022 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 22nd day of August A.D., 2023 .



Frank A. Carrino, Secretary

SUBDIVISION BOND

Bond No.: LICX1975193

Principal Amount: \$1,310,079.50

KNOW ALL MEN BY THESE PRESENTS, that we

Starlight Homes Texas, LLC

10721 Research Blvd., Bldg. B, Ste. 210, Austin, TX 78729

as Principal, and

Lexon Insurance Company

12890 Lebanon Road, Mt. Juliet, TN 37122

a TX

Corporation, as Surety, are held and firmly bound unto

Hays County,

2171 Yarrington Road, Ste. 100, Kyle, TX 78640

as Oblige, in the penal sum of

One Million Three Hundred Ten Thousand Seventy Nine Dollars and 50/100

(Dollars) (\$ 1,310,079.50), lawful money of the

United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Starlight Homes Texas, LLC has agreed to construct in

Hymeadow Section 3 Phase 4 Subdivision, in Kyle, TX the following improvements:

Street, Drainage and Erosion / Sed Control Improvements

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Oblige harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Oblige indicating that the improvements have not been installed or completed, will complete the improvements or pay to the Oblige such amount up to the Principal amount of this bond which will allow the Oblige to complete the improvements.

Upon approval by the Oblige, this instrument may be proportionately reduced as the public improvements are completed.

Signed, sealed and dated, this 30th day of March, 2023

Starlight Homes Texas, LLC

Principal

By: Mr. Reger

Lexon Insurance Company

Surety

By: Stephen T. Kazmer

Stephen T. Kazmer Attorney-in-Fact





SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexion Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: **Stephen T. Kazmer**

as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of Twenty Million Dollars (\$20,000,000.00).

Surety Bond No.: LICX1975193

Principal: Starlight Homes Texas, LLC

Obligee: Hays County

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an Individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Lexion Insurance Company

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they are an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 8/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the Individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT
; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 30th day of March, 2023

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website -- <https://www.treasury.gov/resource-center/sanctions/SDN-List>

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexionClaimAdministration@sompo-intl.com

Telephone: 615-653-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On March 30, 2023, before me, Diane M. Rubright, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Stephen T. Kazmer, known to me to be Attorney-in-Fact of Lexon Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2027

Diane M. Rubright
Diane M. Rubright, Notary Public
Commission No. 817036



**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

23012336 BOND
04/11/2023 02:44:58 PM Total Fees: \$0.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas





Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #30171067 in the amount of \$2,200,902.44 and acceptance of the 2-year maintenance bond #EACX4027628 in the amount of \$153,907.66 for Sunset Oaks subd., Section 4, Phase 3A. **INGALSBE/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

Sunset Oaks 4-3A

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

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

October 24, 2023

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

RE: Sunset Oaks, Section 4, Phase 3A

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 Sunset Oaks, Section 4, Phase 3A, release the subdivision bond #30171067 in the amount of \$2,200,902.44 and accept the 2-year maintenance bond #EACX4027628 in the amount of \$153,907.66. 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



07/14/2023

RE: Sunset Oaks Section 4 Phase 3A
Water, Sewer, Street & Drainage Improvements
PCIP 2021-38209
Engineer's Concurrence Letter

To Whom It May Concern:

Please find this letter as our formal engineering concurrence for the above-referenced project. On July 14, 2023, I the undersigned professional engineer, 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 Contractor personnel. The conclusion drawn from this final inspection and those site visits conducted during construction is that the Sunset Oaks Section 4 Phase 3A Water, Sewer, Street & Drainage Improvements project has been constructed in general compliance with the regulatory permits with insignificant deviations.

Revegetation of areas disturbed
erosion controls in place to minimize

Sincerely,
BGE, Inc.

Josh Janysek, P.E.
Project Manager – Construction

cc: James Parman, Hays County
Justin Ivicic, Maxwell SUD
Brent Reeh, Aqua
Bill Barton, Lennar

Sunset Oaks Sec. 4
Phase 3A
- Acceptance letter ☒

press with appropriate
d.



Endurance Assurance Corporation
Texas Maintenance Bond

Bond #: EACX4027628

Know all men by these presents:

That we, Dale Lowden Excavating, LLC, hereinafter referred to as the Principal, and, Endurance Assurance Corporation, 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, as Surety are held and firmly bound unto Hays County hereinafter referred to as the Oblige, in the sum of One Hundred Fifty Three Thousand Nine Hundred Seven Dollars and 66/100 \$ 153,907.66, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

Whereas, said Principal has entered into a written agreement for a project known as Sunset Oaks Section 4 Phase 3A - Erosion, Drainage and Street Construction on the ____ day of _____ in the year _____, in accordance with the General Conditions, Drawings, and Specifications mentioned therein, which contract is incorporated herein for the purposes of this agreement.

Now, therefore, the condition of this obligation is such that, if the Principal shall remedy any defects due to faulty materials or workmanship which shall appear within a period of Two (2) from the date of substantial completion, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, however, that the Owner shall give Dale Lowden Excavating, LLC and Endurance Assurance Corporation, 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, notice of the observed defects with reasonable promptness.

Signed and sealed this 15th day of August, 2023.

Principal: Dale Lowden Excavating, LLC

By: _____

Name & Title: Susan Schnabel, Partner/CEO

(SEAL)

Surety: Endurance Assurance Corporation

By: _____

Name: Scott D. Chapman

(Attorney-in-Fact)

BOND #: 30171067

KNOW ALL MEN BY THESE PRESENTS, That we, LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. as Principal and The Continental Insurance Company

a Corporation of the State of Pennsylvania, authorized to write Surety Bonds in the State of Texas, as Surety, are jointly and severally held and firmly bound unto HAYS COUNTY, in the sum of: _____

\$2,200,902.44 (Two Million Two Hundred Thousand Nine Hundred Two Dollars and Forty Four Cents) Lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, executors, administrator, heirs, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the HAYS COUNTY has required the Principal to post fiscal surety for the following purpose:

To ensure completion of roadway and drainage improvements as itemized by the Subdivision Fiscal Estimate in connection with the Sunset Oaks 3A Erosion/Sed Control, Drainage Improvements and Street Improvements.

We understand and agree that the only requirement necessary for drawing any part or all the total amount of this bond is a letter of request from the HAYS COUNTY signed by the HAYS COUNTY JUDGE, or designee, stating that the HAYS COUNTY considers such a drawing on this bond amount necessary. No further substantiation of the necessity of the draw is required by the bond.

NOW, THEREFORE, if the said Principal shall furnish, install and complete, under the inspection and to the satisfaction of the HAYS COUNTY and in accordance with the above described specifications, the improvements aforesaid in said project as hereinbefore listed, then this obligation be null and void; otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 8th day of September, 2022

PRINCIPAL:

Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership By: U.S. Home, LLC, a Delaware limited liability company, its General Partner

Partnership signed by:

By: Kevin Pape
CT78BP018F514X1

Name and Title: Kevin Pape

VP of Land Development

SURETY:

The Continental Insurance Company

By: Mary Ann Garcia
Name and Title: Mary Ann Garcia

Attorney-in-Fact



NOTE: Attach original Power of Attorney for Surety signatory

Name, mailing address and email address of registered agent of Surety in Texas:

Mary Ann Garcia

Marsh USA Inc.

2929 Allen Parkway, Suite 2500

Houston, Texas 77019

Email: mary.ann.garcia@marsh.com

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Mary Ann Garcia

, Individually

of Houston, Texas, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

-- In Unlimited Amounts --

Surety Bond Number: 30171067

Principal: Lennar Homes of Texas Land and Construction, Ltd.

Obligee: Hays County

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of February, 2021.



The Continental Insurance Company

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of February, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent
M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 8th day of September, 2022.



The Continental Insurance Company

D. Johnson
D. Johnson Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

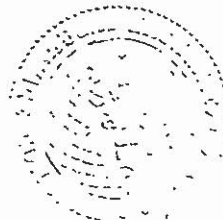


Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:
CNA Surety, Surety Claims
151 North Franklin, 17th Floor
Chicago, IL 606

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

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Form F8277-8-2018

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company:
CNA Surety, Surety Claims
151 North Franklin, 17th Floor
Chicago, IL 606

Puede comunicarse con el 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) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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.

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

22045920 BOND
09/27/2022 04:02:16 PM Total Fees: \$0.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

Elaine H. Cárdenas





Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Marcus Pacheco, Director

Sponsor:

Commissioner Shell

Agenda Item

PLN-2247-PC; Call for a Public Hearing on November 7, 2023, followed by discussion and possible action regarding Stagecoach Ranch, Sec 2, Lot 19E, Replat. **SHELL/PACHECO**

Summary

Stagecoach Ranch, Sec 2, Lot 19E, Replat is a proposed subdivision plat consisting of 2 lots across 10.03 acres located along Overland Stage Road, a privately maintained roadway in Dripping Springs and in Precinct 3. Water utility will be accomplished by individual water 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 24th, 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-2247-PC; Call for a Public Hearing on November 7th, 2023 followed by discussion and possible action regarding the Stagecoach Ranch, Sec 2, Lot 19E, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Stagecoach Ranch, Sec 2, Lot 19E, Replat is a proposed subdivision plat consisting of 2 lots across 10.03 acres located along Overland Stage Road, a privately maintained roadway in Dripping Springs and in Precinct 3.
- B) Water utility will be accomplished by individual water wells.
- C) Wastewater utility will be accomplished by individual on-site sewage facilities.

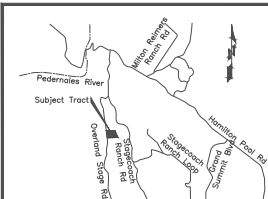
STAFF COMMENTS:

Staff has initiated review pursuant to Texas Local Gov't Code Chapter 232 and the Development Regulations of Hays County as set forth. The actions remaining are to hold a public hearing on November 7th, 2023 and Commissioners Court final determination based on staff recommendation.

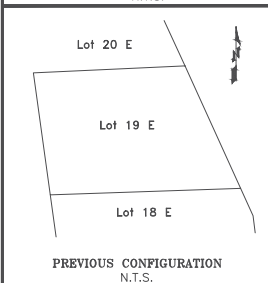
ATTACHMENTS/EXHIBITS:

Plat

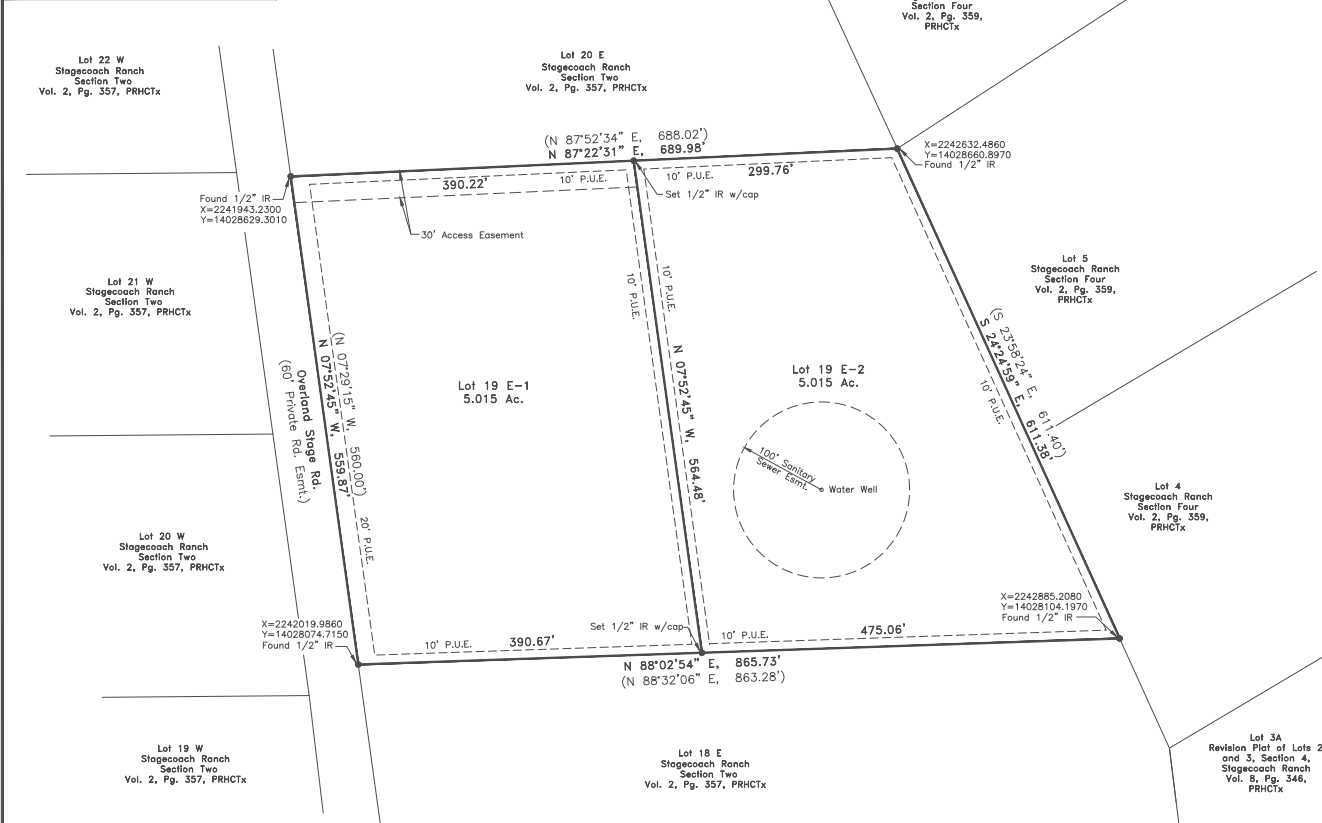
Location Map



Dripping Springs ETJ is 3.5 miles from subject tract.
VICINITY MAP
N.T.S.



PREVIOUS CONFIGURATION
N.T.S.



CENTRAL & MONTGOMERY RAILROAD
COMPANY SURVEY NO. 171, ABSTRACT 708
HAYS COUNTY, TEXAS

E.T.J. NOTE:
No portion of this subdivision lies within the boundaries of any municipalities' corporate city limits or extra territorial jurisdiction.

SCHOOL DISTRICT:
This subdivision lies within the Dripping Springs Independent School District.

EDWARDS AQUIFER NOTE:
This subdivision is located in the Edwards Aquifer Contributing Zone. No portion of this subdivision lies within the Edwards Aquifer Recharge Zone.

GROUNDWATER CONSERVATION DISTRICT:
This subdivision is located in Hays-Trinity Groundwater Conservation District #1.

FLOODPLAIN NOTE:
This tract is not within an identified Special Flood Hazard Area inundated by 100-Year Flood as identified by the Federal Emergency Management Agency, Flood Insurance Rate Map for Hays County, Texas and Incorporated Areas Map Number 48200C002P, dated September 2, 2005.

DRIVEWAY NOTE:
Driveways shall comply with Chapter 721 of Hays County Development Regulations, and be permitted through the Transportation Department of Hays County under Chapter 751.

CULVERT NOTE:
All culverts, when required, shall comply with the current Hays County standard.

EMERGENCY SERVICES DISTRICTS:
This subdivision lies within North Hays County Emergency Services District #1 and Hays County Fire Emergency Services District #6.

MAILBOX NOTE:
Mailboxes placed within the ROW shall be of an approved TxDOT or FHWA design.

SURVEY NOTE:
Survey based on Texas State Plane Grid Coordinates, South Central Zone, NAD83 (2011), U.S. Feet. Record calls are in parentheses.

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL BY THESE PRESENTS, that I, C. Michael Weaver, a REGISTERED PROFESSIONAL LAND SURVEYOR in the State of Texas, do hereby certify that this plat complies with the survey requirements of the Hays County Development Regulations and further certify that this plat 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.

WITNESS MY HAND AND SEAL, this the _____ day of _____, 2023

C. Michael Weaver
Registered Professional Land Surveyor No. 4427

OWNERS' CERTIFICATION:

KNOW ALL MEN BY THESE PRESENTS: That we, Gary S. Gibson, Deborah A. Wong and Ralph E. Gibson, owners of record of Lot 19 E Stagecoach Ranch Section Two, as recorded in Volume 2, Page 357, Plat Records of Hays County, Texas, conveyed to us by deed dated February 26, 2018 from Lynda Jonell Mills, individually and as Independent Executor of the Estate of Lawrence Joseph Mills, Deceased, recorded in Document No. 18007207, of the Official Public Records of Hays County, Texas, located in the C & M R.R. Co. Survey No. 71, Abstract 708, Hays County, Texas, do hereby repeat said lot to be two 5.015 acre tracts to be known as "REPLAT OF LOT 19 E, STAGECOACH RANCH SECTION TWO", establishing Lot 19 E-1 and Lot 19 E-2, in accordance with the plat hereon, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the public the use of the easements shown hereon.

WITNESS MY HAND, this the _____ day of _____, 2023.

Gary S. Gibson
1315 Overland Stage Rd.
Dripping Springs, Texas 78620

Deborah A. Wong
1315 Overland Stage Rd.
Dripping Springs, Texas 78620

Ralph E. Gibson
1315 Overland Stage Rd.
Dripping Springs, Texas 78620

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared GARY S. GIBSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2023.

NOTARY PUBLIC, State of Texas

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared DEBORAH A. WONG, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2023.

NOTARY PUBLIC, State of Texas

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared RALPH E. GIBSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2023.

NOTARY PUBLIC, State of Texas

STATE OF TEXAS
COUNTY OF HAYS

HAYS COUNTY CERTIFICATION:

STATE OF TEXAS
COUNTY OF HAYS

I, Elaine Hanson Cardenas, County Clerk of Hays County, Texas, do hereby certify that on the _____ day of _____, 2023 the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat and said order has been duly entered in the minutes of the said court in Instrument No. _____.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2023.

Ruben Becerra
County Judge
Hays County, Texas

Elaine Hanson Cardenas
County Clerk
Hays County, Texas

STATE OF TEXAS
COUNTY OF HAYS

I, Elaine Hanson 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 _____, 2023 at _____ o'clock _____m., in the Official Public Records of Hays County, Texas, in Instrument Number _____.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2023.

Elaine Hanson Cardenas
County Clerk
Hays County, Texas

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO WIT:

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rain water collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

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 INFORMATION

Total Area: 10,030 Acres	Number of Lots Over 10 Acres:	0
Total Number of Lots: 2	Number of Lots 5 - 10 Acres:	2
Average Lot Size: 5,015 Acres	Number of Lots 2 - 5 Acres:	0
	Number of Lots 1 - 2 Acres:	0
	Number of Lots Less than 1 Acre:	0

UTILITY INFORMATION

Water: Individual Water Wells
Sewer: Individual On-site Sewage Facilities
Electricity: Pedernales Electric Cooperative, Inc.

WEAVER
SURVEYING, LLC
P.O. Box 1129
Dripping Springs, Texas 78620
(512) 777-9100
TBP&LS Firm # 10194053

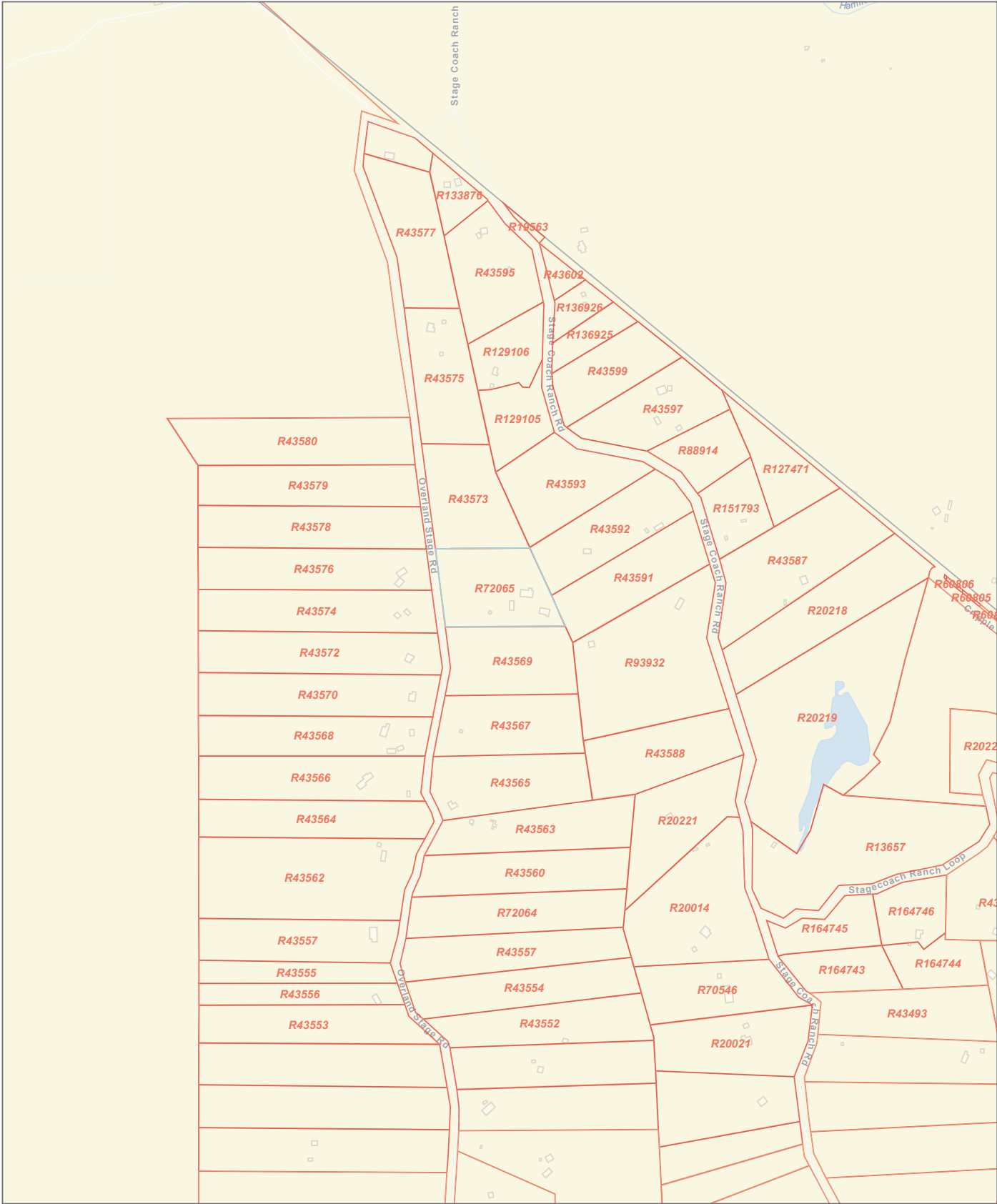
REPLAT OF
Lot 19 E
STAGECOACH RANCH SECTION TWO
Establishing Lot 19 E-1 & Lot 19 E-2
HAYS COUNTY, TEXAS

0 50 100
SCALE: 1" = 100'

Revision No:	-	Drawing Date:	4/18/2023
Revision Date:	-	Drawing No.:	H230307-01A

Preliminary, this document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.

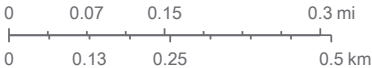
Hays CAD Web Map



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AGENDA ITEM REQUEST FORM: J. 2.

Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Marcus Pacheco, Director

Sponsor:

Commissioner Ingalsbe

Agenda Item

PLN-2272-PC; Call for a Public Hearing on November 7, 2023, followed by discussion and possible action regarding 3-G Ranch, Sec 1, Lot 1-A, Vacate and Replat. **INGALSBE/PACHECO**

Summary

3-G Ranch, Sec 1, Lot 1-A, Vacate and Replat is a proposed subdivision plat consisting of 2 lots across 10.00 acres located along F.M. 2001 in Niederwald and Precinct 1. Water utility will be accomplished by GoForth SUD. Wastewater utility will be accomplished by on-site sewage facilities.

Attachments

Cover Letter

Plat

Location Map



Hays County Commissioners Court Agenda Request

Meeting Date: October 24th, 2023

Requested By: Marcus Pacheco, Director

Prepared By: Efren Chavez, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Debbie Ingalsbe, Precinct 1

AGENDA ITEM LANGUAGE:

PLN-2272-PC; Call for a Public Hearing on November 7th, 2023 followed by discussion and possible action regarding the 3-G Ranch, Sec 1, Lot 1-A, Vacate and Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) 3-G Ranch Sec, 1, Lot 1-A, Vacate and Replat is a proposed subdivision plat consisting of 2 lots across 10.00 acres located along F.M. 2001 in Niederwald and in Precinct 1.
- B) Water utility will be accomplished by GoForth SUD.
- C) Wastewater utility will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

Staff has initiated review pursuant to Texas Local Gov't Code Chapter 232 and the Development Regulations of Hays County as set forth. The actions remaining are to hold a public hearing on November 7th, 2023 and Commissioners Court final determination based on staff recommendation.

ATTACHMENTS/EXHIBITS:

Plat

Location Map

VACATION AND REPLAT

3-G RANCH ADDITION, SECTION 1, LOT 1-A

An addition within the Otis G. Eels Survey, Abstract No. 167, Hays County, Texas.

THE STATE OF TEXAS
COUNTY OF HAYS

We, the undersigned owners of the land shown on this plat, warrant that any right, privilege, obligation, or remedy granted to me by the subdivision ordinance and other relevant laws of the City of Niedervald, Texas, shall also run in favor of my successors in interest, assigns, agents, employees, or any person acting pursuant to the directions of any of the foregoing, or under color of the same.

Maria O. Hernandez, Owner

THE STATE OF TEXAS
COUNTY OF HAYS

Before me, the undersigned authority, on this day personally appeared Gilbert Hernandez and Maria O. Hernandez, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office on this the ____ day of _____, 20 ____.

Notary Public in and for the State of Texas

THE STATE OF TEXAS
CITY OF NIEDERWALL

This plat has been submitted to and considered by the City Council of the City of Niederwald, Texas, and is hereby approved by such Council.

Clay Secretary

THE STATE OF TEXAS
COUNTY OF HAYS

Gosforth Water Supply Corporation, an approved public water supply system has adequate quantity to supply the subdivision and provisions have been made to provide service to each lot in accordance with the policies of the water supply system.

General Manager
Goforth Water Supply Corporation

ENGINEER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF HAYS

I, the undersigned, a registered professional engineer in the State of Texas, hereby certify the plat and all plans and specifications which are included with the plat are, to the best of my professional capacity, complete and accurate and in compliance with all relevant City Ordinances, Codes, plans, and relevant State standards.

Tyler Freese, P.E.
No. 127376
State of Texas

SURVEYOR'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF HAYS

I, the undersigned, a public surveyor in the State of Texas, hereby certify this plat is true and correct to the best of my knowledge and ability and that it was prepared from an actual survey of the property made on the ground with my direct supervision.

Luther E. Frobish 08/21/2023
Luther E. Frobish, R.P.L.S.
No. 6200
State of Texas



FILED FOR RECORD this _____ day of _____, 20____, in Cabinet _____, Slide _____, Plat _____
Records of Hay's County, Texas.

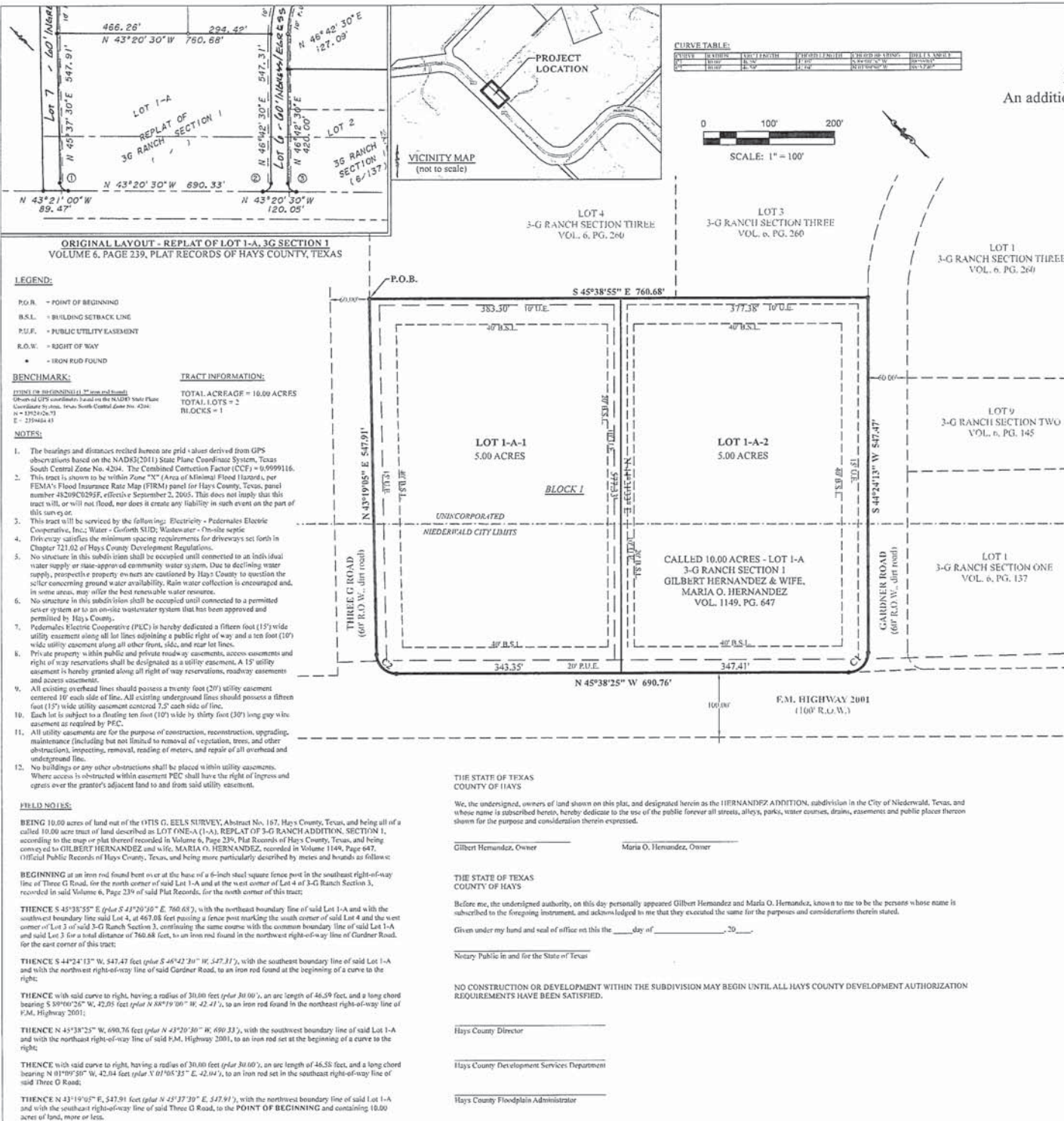


REPUBLIC
ENGINEERING & DEVELOPMENT SERVICES

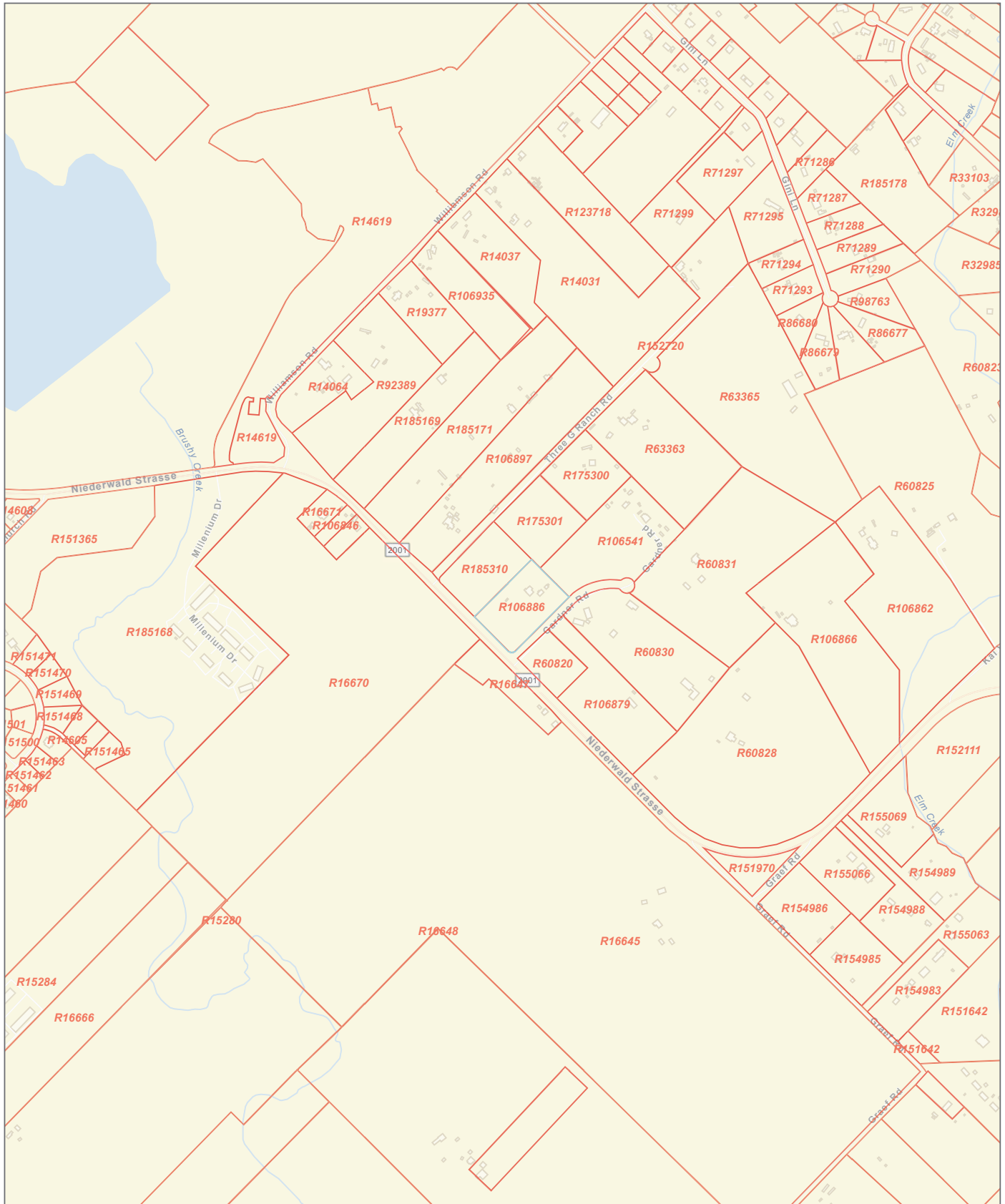
FROBISHER
LAND SURVEYING



REPUBLIC ENGINEERING & DEVELOPMENT SERVICES: PO Box 3125, Harlow Heights, TX 76548, TIFELS Firm No. 21633



Hays CAD Web Map



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Hays County Appraisal District, BIS Consulting -

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Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Marcus Pacheco, Director

Sponsor:

Commissioner Shell

Agenda Item

PLN-2321-NP; Discussion and possible action regarding the ratification of the Vista West Ranches, Lot 12, Final Plat.
SHELL/PACHECO

Summary

Vista West Ranches, Lot 12, Final is a proposed subdivision plat consisting of 2 lots across 10.89 acres located along McGregor Lane in Drippings Springs and Precinct 3. Water utility will be accomplished by private wells or rainwater collection. Wastewater utility will be accomplished by individual advanced on-site sewage facilities.

Attachments

Cover Letter

Plat

Location Map

Application Approval Letter



Hays County Commissioners Court Agenda Request

Meeting Date: October 24th, 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-2321-NP; Ratify the Approval of Vista West Ranches, Lot 12, Final.

BACKGROUND/SUMMARY OF REQUEST:

- A) Vista West Ranches, Lot 12, Final, is a proposed subdivision plat consisting of 2 lots across 10.89 acres located off McGregor Lane in Dripping Springs and in Precinct 3.
- B) Water utility will be accomplished by a private well or rainwater collection.
- C) Wastewater utility will be accomplished by individual advanced on-site sewage facilities.

STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Gov't Code Chapter 232 and the Development Regulations of Hays County as set forth. The action remaining is to ratify the Final Plat.

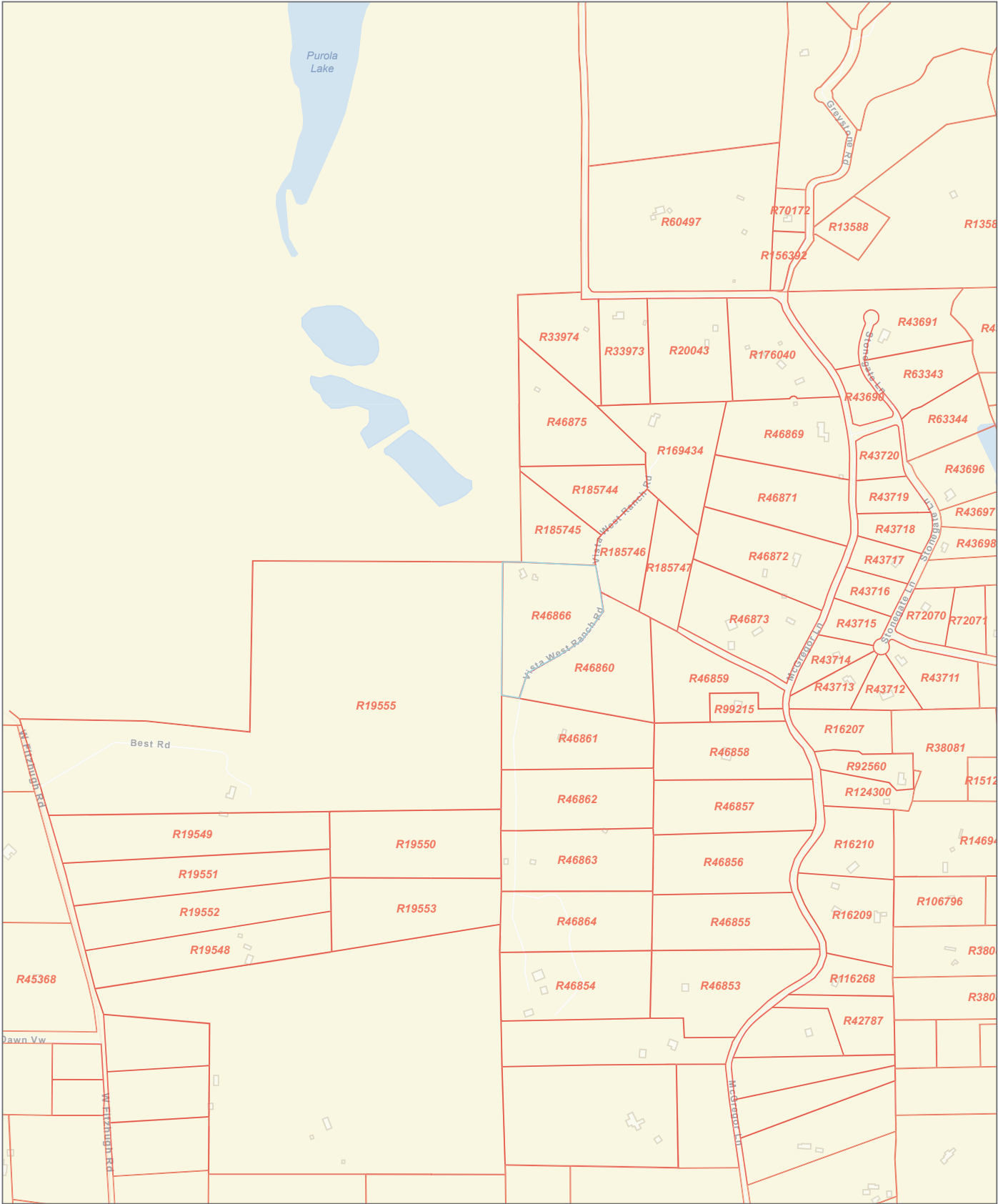
ATTACHMENTS/EXHIBITS:

Plat

Location Map

Application Approved Letter

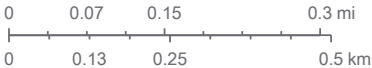
Hays CAD Web Map



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Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Application Approved

Owner Information:

Lodgewell Properties, LLC (Chereen Fisher)

119 E 6th Street, Unit 705, Austin TX 78701

chereen@lodgewell.co

Date: 10/16/2023

Project ID: PLN-2321-NP

Application Type: New Subdivision

Application Status: Approved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. Upon review, the Application has been found in compliance with the Hays County Development Regulations. In accordance with Texas Local Government Code, Chapter 232, the Application has been Approved.

Planning Review

1. Technical Review Complete

Hays County has emailed a copy of the Application Approved letter.

Please prepare and deliver the Record Plat and one (1) additional paper copy, to scale, for Addressing to Hays County Development Services.

Once the necessary signatures are received for the Record Plat, notification will be provided for pick-up and recording.

A current Tax Certificate showing taxes paid will be required when recording the plat.

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: 10/24/2023

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Commissioner Smith

Agenda Item

PLN-2313-NP; Hawk Ridge, Phase 2 Subdivision (27 Lots). Discussion and possible action to accept the Performance Bond No. 4467851 in the amount of \$828,300.00 for street, erosion, and drainage improvements & seek final determination for the final plat. **SMITH/BORCHERDING/PACHECO**

Summary

Hawk Ridge, Phase 2 is a proposed 27 lot subdivision across 38.50 acres located off of Evergreen Way in Dripping Springs and in Precinct 4.

Water utility will be provided by West Travis County Public Utility Agency.

Wastewater treatment will be achieved by individual on-site sewage facilities.

Attachments

Cover Letter

Plat

Location Map

Bond



Hays County Commissioners Court Agenda Request

Meeting Date: August 24th, 2023

Requested By: Marcus Pacheco, Director

Prepared By: Colby Machacek, Planner

Department Director: Marcus Pacheco, Director

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-2313-NP; Discussion and possible action to accept the Performance Bond No. 4467851 in the amount of \$828,300.00 for street, erosion, and drainage improvements & seek final determination for the final plat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Hawk Ridge, Phase 2 is a proposed 27 lot subdivision across 38.50 acres located off of Evergreen Way in Dripping Springs and in Precinct 4.
- B) Water utility will be accomplished through West Travis County PUA.
- C) Wastewater treatment will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

Hays County Development Services staff have completed review pursuant to Texas Local Government Code Chapter 232 and the Hays County Development Regulations as set forth. The actions remaining consist of posting fiscal surety for street and drainage improvements and seek Commissioners Court determination based on staff recommendation.

Staff recommends Approval of the Hawk Ridge, Phase 2, Final Plat.

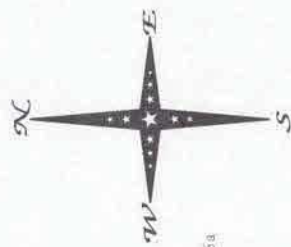
ATTACHMENTS/EXHIBITS:

Plat

Location Map

Bond

SCALE: 1" = 100'



Volume 6 Page 17

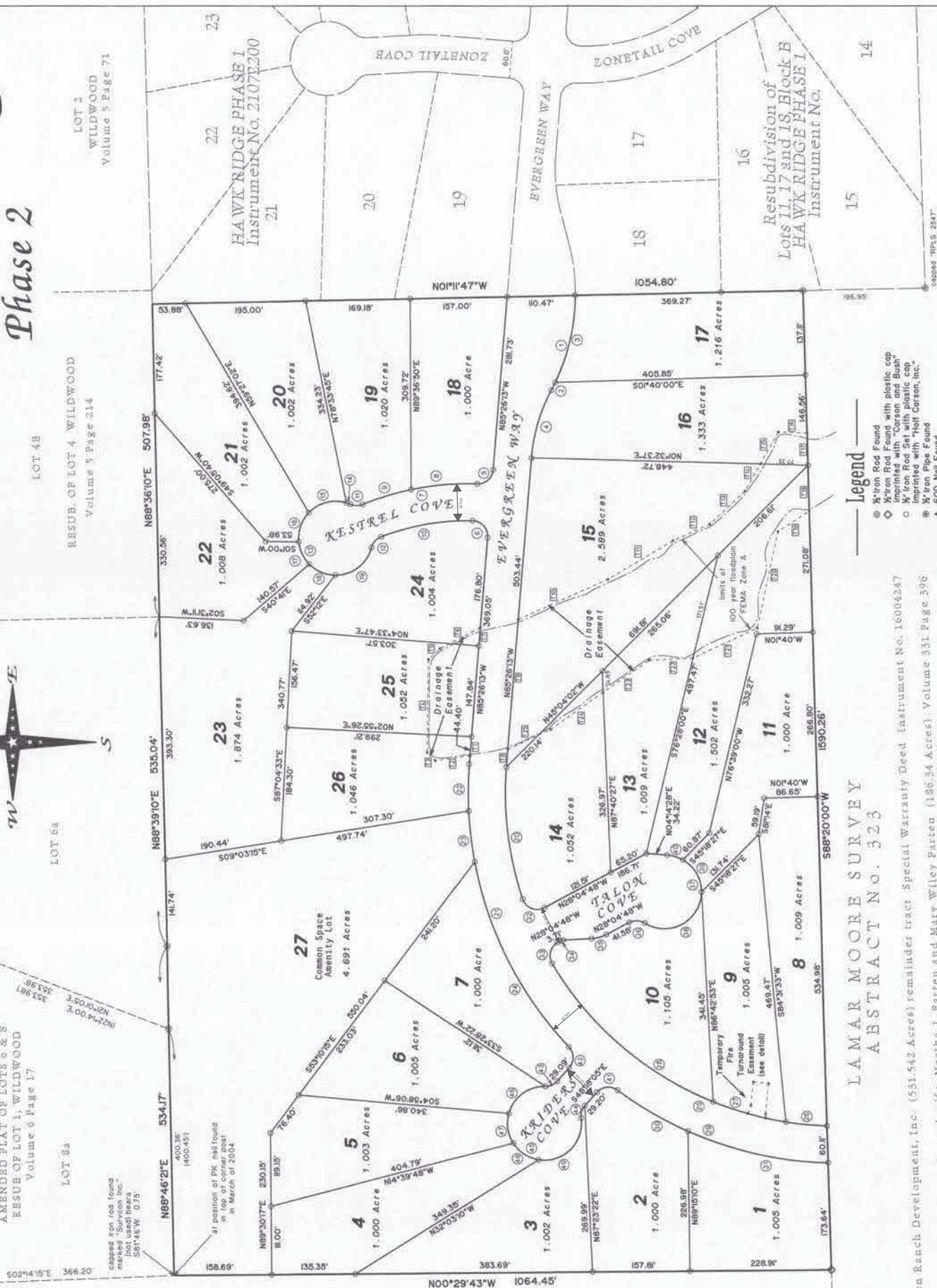
Lot 51

LOT 6a

Lot 4B

RESUB. OF LOT 4 WILDWOOD
Volume 5 Page 214

LOT 3
WILDWOOD
Volume 5 p. 3

LAMAR MOORE SURVEY
ABSTRACT No. 323

Legend

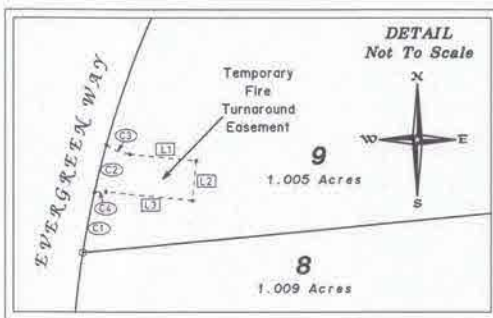
- 1/2" Iron Rod Found
- ◇ 1/2" Iron Rod Found with plastic cap imprinted with "Carson and Bush"
- 1/2" Iron Rod Set with plastic cap
- Imprinted with "Holt Carson, Inc."
- 1/2" Iron Pipe Found
- ▲ 60D Nail Found

Hawk Ridge

Phase 2

CURVE DATA

① Δ= 27°48'31" R= 330.00' T= 81.69' C= 158.60' A= 160.17' CB= S75°48'21"E	② Δ= 2°27'19" R= 330.00' T= 7.07' C= 14.14' A= 14.14' CB= S63°07'45"E	③ Δ= 25°21'12" R= 330.00' T= 74.23' C= 144.84' A= 146.02' CB= S77°02'01"E	④ Δ= 23°32'08" R= 281.00' T= 58.54' C= 114.62' A= 115.43' CB= S73°40'09"E	⑤ Δ= 87°21'54" R= 25.00' T= 23.88' C= 34.53' A= 38.12' CB= N41°45'16"W	⑥ Δ= 93°25'47" R= 25.00' T= 26.54' C= 36.40' A= 40.77' CB= S47°50'53"W	⑦ Δ= 24°10'16" R= 450.00' T= 96.35' C= 188.43' A= 189.84' CB= N10°09'27"W
⑧ Δ= 13°40'06" R= 450.00' T= 53.93' C= 107.10' A= 107.35' CB= N4°54'22"W	⑨ Δ= 10°30'10" R= 450.00' T= 41.36' C= 82.37' A= 82.49' CB= N16°59'30"W	⑩ Δ= 22°12'08" R= 390.00' T= 76.52' C= 150.18' A= 151.13' CB= S9°58'05"E	⑪ Δ= 45°38'51" R= 25.00' T= 10.52' C= 19.39' A= 19.92' CB= N0°34'51"E	⑫ Δ= 54°35'37" R= 25.00' T= 12.90' C= 22.93' A= 23.82' CB= S48°21'57"E	⑬ Δ= 279°04'02" R= 60.00' T= 77.88' A= 292.24' CB= S63°52'15"W	⑭ Δ= 6°53'54" R= 60.00' T= 3.62' C= 7.22' A= 7.22' CB= N19°57'19"E
⑮ Δ= 63°07'45" R= 60.00' T= 36.86' C= 62.81' A= 66.11' CB= N15°03'30"W	⑯ Δ= 49°20'34" R= 60.00' T= 27.56' C= 50.09' A= 51.67' CB= N71°17'39"W	⑰ Δ= 38°50'19" R= 60.00' T= 21.15' C= 39.90' A= 40.67' CB= S64°36'54"W	⑱ Δ= 44°41'22" R= 60.00' T= 24.66' C= 45.62' A= 46.80' CB= S22°51'04"W	⑲ Δ= 76°10'09" R= 60.00' T= 47.02' C= 74.02' A= 79.76' CB= S37°34'41"E	⑳ Δ= 23°01'07" R= 540.00' T= 109.96' C= 215.49' A= 216.95' CB= N83°03'13"E	㉑ Δ= 47°52'15" R= 600.00' T= 266.33' C= 486.85' A= 501.30' CB= S70°37'39"W
㉒ Δ= 7°16'51" R= 600.00' T= 38.17' C= 76.19' A= 76.25' CB= N89°04'39"W	㉓ Δ= 7°55'09" R= 600.00' T= 41.53' C= 82.86' A= 82.93' CB= S83°19'21"W	㉔ Δ= 32°40'14" R= 600.00' T= 175.85' C= 337.51' A= 342.12' CB= S63°01'39"W	㉕ Δ= 57°17'57" R= 540.00' T= 295.02' C= 517.81' A= 540.03' CB= N30°36'38"E	㉖ Δ= 7°05'01" R= 540.00' T= 33.42' C= 66.72' A= 66.76' CB= N5°30'10"E	㉗ Δ= 13°00'33" R= 540.00' T= 61.57' C= 122.35' A= 122.61' CB= N15°32'57"E	㉘ Δ= 37°12'23" R= 540.00' T= 181.76' C= 344.53' A= 350.66' CB= N40°39'25"E
㉙ Δ= 34°59'51" R= 600.00' T= 189.16' C= 360.82' A= 366.49' CB= S19°05'47"W	㉚ Δ= 12°38'51" R= 600.00' T= 66.49' C= 132.17' A= 132.44' CB= S30°16'17"W	㉛ Δ= 22°21'00" R= 600.00' T= 118.53' C= 232.57' A= 234.05' CB= S12°46'22"W	㉜ Δ= 99°37'28" R= 600.00' T= 29.60' C= 38.20' A= 43.47' CB= N21°43'56"E	㉝ Δ= 92°39'35" R= 25.00' T= 26.19' C= 36.17' A= 40.43' CB= S74°24'36"E	㉞ Δ= 25°00'02" R= 11.00' T= 2.44' C= 4.76' A= 4.80' CB= N18°34'48"W	㉟ Δ= 25°00'01" R= 58.00' T= 12.86' C= 25.11' A= 25.31' CB= S15°34'47"E
㊱ Δ= 60°23'19" R= 25.00' T= 14.55' C= 25.15' A= 26.35' CB= S2°06'51"W	㊲ Δ= 208°04'02" R= 60.00' T= N/A C= 116.42' A= 121.89' CB= S71°43'30"E	㊳ Δ= 122°16'50" R= 60.00' T= 108.87' C= 109.10' A= 128.05' CB= S28°49'54"E	㊴ Δ= 60°18'21" R= 60.00' T= 34.85' C= 60.29' A= 63.15' CB= N09°52'30"E	㊵ Δ= 25°28'51" R= 60.00' T= 13.57' C= 26.46' A= 26.68' CB= N16°58'54"E	㊶ Δ= 84°53'48" R= 25.00' T= 22.87' C= 33.75' A= 37.04' CB= S5°51'12"E	㊷ Δ= 85°00'22" R= 25.00' T= 22.91' C= 33.78' A= 37.09' CB= S89°11'43"W
㊸ Δ= 49°40'47" R= 25.00' T= 11.57' C= 21.00' A= 21.68' CB= N23°21'42"W	㊹ Δ= 49°40'47" R= 25.00' T= 11.57' C= 21.00' A= 21.68' CB= S73°08'29"E	㊺ Δ= 279°21'34" R= 60.00' T= N/A C= 77.65' A= 292.54' CB= S41°41'54"W	㊻ Δ= 75°54'26" R= 60.00' T= 46.80' C= 73.80' A= 79.49' CB= N36°34'32"W	㊼ Δ= 48°02'35" R= 60.00' T= 26.74' C= 48.85' A= 50.31' CB= S91°26'57"W	㊽ Δ= 48°02'53" R= 60.00' T= 26.74' C= 48.85' A= 50.32' CB= S33°24'13"W	㊾ Δ= 107°21'39" R= 60.00' T= 81.62' C= 96.69' A= 112.43' CB= S44°18'03"E



PLAT INFORMATION:

TOTAL AREA: 38.50 ACRES
TOTAL NUMBER OF LOTS: 27
AVERAGE SIZE OF LOTS: 1.426 ACRES
NUMBER OF LOTS OVER 10 ACRES: 0
NUMBER OF LOTS 5-10 ACRES: 1
NUMBER OF LOTS 2-5 ACRES: 0
NUMBER OF LOTS 1-2 ACRES: 26
NUMBER OF LOTS LESS THAN 1 ACRE: 0

STREETS	ROW WIDTH	LENGTH	TYPE
EVERGREEN WAY	60'	1,687'	Local Street
KESTREL COVE	60'	260'	Local Street
TALON COVE	60'	257'	Local Street
KRIDERS COVE	60'	116'	Local Street

ORIENTATION NOTE:

The orientation for this plat was based upon the State Plane Coordinate System (4204 -- Texas South Central Zone)

DRAINAGE EASEMENT NUMBERED COURSES

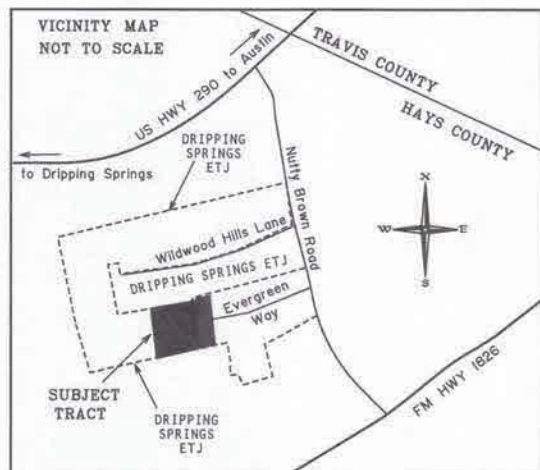
T1 N 85°26'13" W - 30.90'
T2 N 07°53'24" W - 56.29'
T3 N 45°00'21" E - 18.63'
T4 S 89°09'57" E - 150.78'
T5 S 43°16'13" E - 25.63'
T6 S 27°47'05" E - 73.09'
T7 N 85°26'13" W - 29.78'
T8 S 85°26'13" E - 29.02'
T9 S 85°26'13" E - 211.49'
T10 S 24°02'46" E - 158.99'
T11 S 30°43'39" E - 122.74'
T12 S 24°12'38" E - 65.59'
T13 S 43°17'16" E - 77.65'
T14 S 60°32'54" E - 51.05'
T15 S 60°32'54" E - 59.47'
T16 S 02°16'08" W - 46.61'
T17 S 88°20'00" W - 52.04'
T18 S 88°20'00" W - 74.58'
T19 N 33°07'01" W - 60.67'
T20 N 77°55'17" W - 159.98'
T21 N 25°11'18" W - 114.85'
T22 N 02°35'25" W - 71.25'
T23 N 35°05'40" W - 91.03'
T24 N 35°05'40" W - 104.37'
T25 N 24°59'34" W - 76.33'

TURNAROUND EASEMENT NUMBERED COURSES

L1 S 84°20'52" E - 38.08'
L2 S 05°39'08" W - 25.00'
L3 N 84°20'51" W - 49.61'

TURNAROUND EASEMENT CURVE DATA

① Δ= 3°33'34" R= 540.00' T= 16.78' C= 33.54' A= 33.55' CB= N10°49'27"E	② Δ= 2°55'03" R= 540.00' T= 13.75' C= 27.49' A= 27.50' CB= N14°20'50"E	③ Δ= 32°22'57" R= 25.50' T= 7.40' C= 14.22' A= 14.41' CB= S68°09'23"E	④ Δ= 15°01'06" R= 25.50' T= 3.36' C= 6.66' A= 6.66' CB= N88°08'34"E
--	--	---	---



THE STATE OF TEXAS
THE COUNTY OF HAYS
KNOW ALL MEN BY THESE PRESENTS,
THAT, CATHARINE STEVEN VENTURES, LLC, OWNER OF THAT CERTAIN 36.50 ACRES
TRACT OF LAND OUT OF THE LAMAR MOORE SURVEY ABSTRACT No. 323
IN HAYS COUNTY, TEXAS, AS CONVEYED TO IT BY GENERAL WARRANTY DEED
RECORDED IN INSTRUMENT No. 2005921 OF THE OFFICIAL PUBLIC RECORDS OF
HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT OF LAND IN ACCORDANCE
WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS

Hawk Ridge Phase 2

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND
NOT RELEASED.

WITNESS MY HAND THIS THE _____ DAY OF _____ A.D. 20____

KIRBY WALLS Authorized Agent for
CATHARINE STEVEN VENTURES, LLC
801 POLO CLUB DRIVE
AUSTIN, TEXAS 78737

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 KIRBY WALLS,
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO
THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE
EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN
EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF
_____ A.D. 20____

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:
THAT I, THE UNDERSIGNED, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS,
HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE ENGINEERING RELATED REQUIREMENTS
OF THE HAYS COUNTY SUBDIVISION REGULATIONS.

ANDREW DODSON, PE
DODSON CIVIL GROUP
TX FIRM 20870

DATE

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



9-21-2023
DATE

PLAT NOTES:

1. THIS FINAL PLAT IS NOT LOCATED WITHIN THE JURISDICTION OF ANY MUNICIPALITY.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
5. A PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE A (100 YEAR FLOOD PLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAP PANEL No. 48209C 0140 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM WEST TRAVIS COUNTY PUA.
7. WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY AN ADVANCED ON-SITE SEWAGE FACILITY.
8. ELECTRIC SERVICE WILL BE PROVIDED BY THE FEDERNALES ELECTRIC COOPERATIVE.
9. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
10. THIS SUBDIVISION IS LOCATED WITHIN HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT 2.
11. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE HAYS COUNTY STANDARD.
12. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN.
13. POST CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY. THE OWNER/OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.
14. POST DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 15 AND 100 YEAR STORM EVENTS. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
15. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS.
16. THIS SUBDIVISION LIES WITHIN THE HAYS COUNTY EMERGENCY SERVICES DISTRICT No. 1 AND 6.

Hawk Ridge Phase 2

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

MARCUS PACHECO DIRECTOR
HAYS COUNTY DEVELOPMENT
SERVICES DEPARTMENT

ERIC VAN GAASBEEK R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

THE STATE OF TEXAS
THE COUNTY OF HAYS
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ A.D. 20____, AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT No. _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ A.D. 20____

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, A.D. 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT IN INSTRUMENT No. _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ A.D. 20____

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

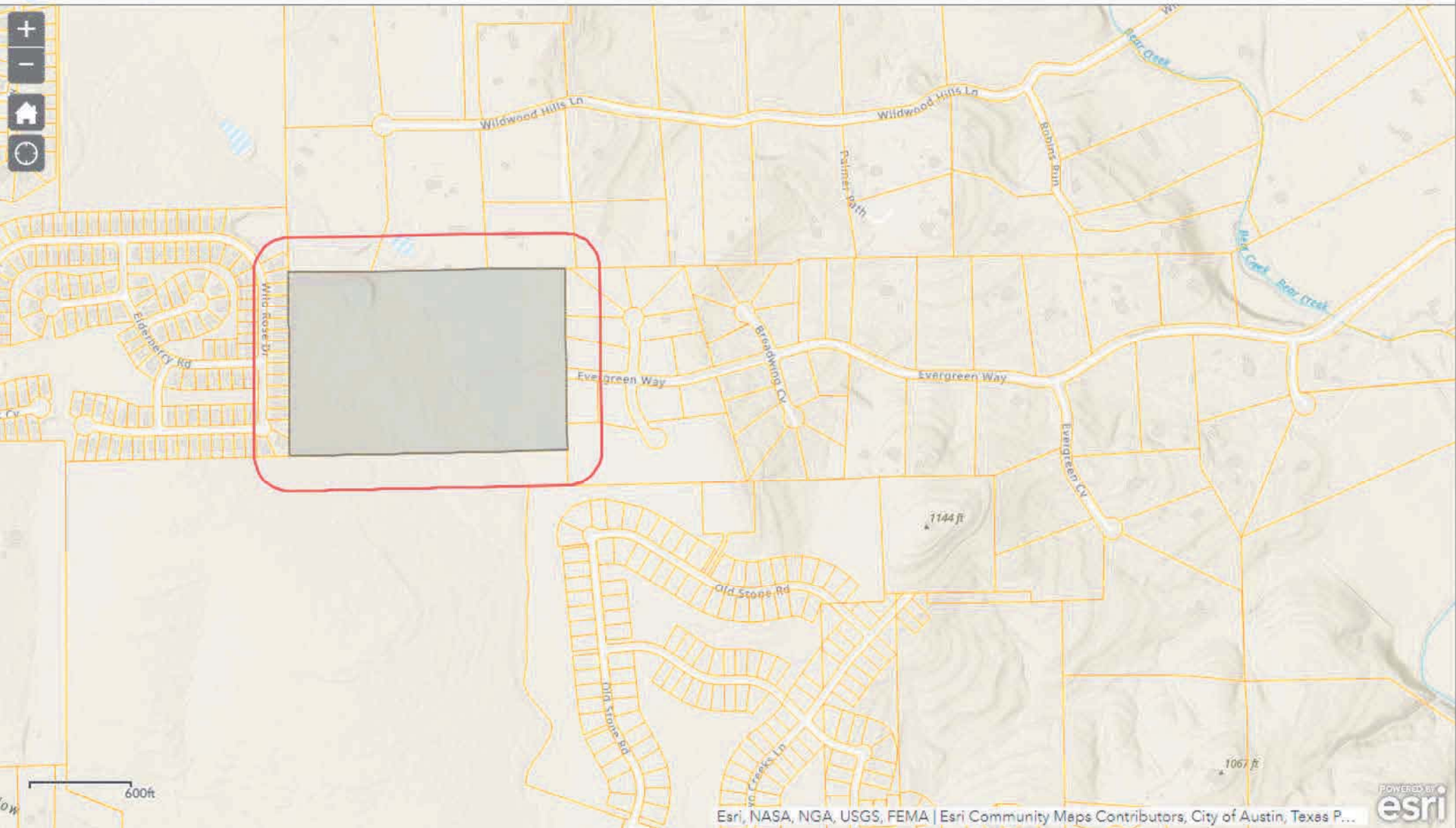
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE 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 COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, AND THE COMMISSIONERS 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.

PRIVATELY MAINTAINED PAVED STREETS:

CATHERINE STEVEN VENTURES, LLC, BY FILING THIS PLAT OF RECORD, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, BY PURCHASING SUCH PROPERTY, ACKNOWLEDGE AND AGREE THAT HAYS COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS SHOWN ON THIS SUBDIVISION UNTIL AND UNLESS CATHERINE STEVEN VENTURES, LLC AND/OR THE HAWKRIDGE HOMEOWNERS ASSOCIATION HAS IMPROVED THE ROADWAYS TO THE THEN CURRENT STANDARDS REQUIRED BY HAYS COUNTY AND THE ROADS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL WRITTEN ACTION OF THE COMMISSIONERS COURT AND THE ROADWAY, WITH ALL REQUIRED RIGHT-OF-WAY HAS BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY, AS A PUBLIC STREET. CATHERINE STEVEN VENTURES, LLC AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO THE HAWKRIDGE HOMEOWNERS ASSOCIATION FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADS AND STREETS SHOWN ON THIS SUBDIVISION.





PERFORMANCE BOND

(Subdivision Improvements)

Bond No. : 4467851
Premium: \$15,425.00

WHEREAS, Joe Bland Construction, LP and Catharine Steven Ventures, LLC (herein designated as "Principal"), and Hays County (herein designated as "Obligee ") have entered into an agreement whereby Principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated , and identified as project Hawk Ridge Subdivision Phase 2, Hays County - Erosion Controls, Streets, and Drives & Culverts Improvements , is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Suretec Insurance Company, as surety, are held and firmly bound unto the Obligee in the penal sum of Eight Hundred Twenty Eight Thousand Three Hundred and 00/100's dollars (\$ 828,300.00) lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee , its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. This bond will remain in effect until the Principal has performed all obligations required by Obligee in connection with said improvements.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications, however, the Surety shall not be liable for a greater sum than the amount specified in the bond.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on 21st September, 2023.

Principal

Joe Bland Construction, LP

13111 Dessau Road, Austin, TX 78754

By: 

Joe Bland

President, Bland, Inc.
General Partner

Co-Indemnitor

Catharine Steven Ventures, LLC

801 Polo Club Dr., Austin, TX 78737

By: 

Surety

Suretec Insurance Company

2103 CityWest Boulevard, Ste. 1300, Houston, TX 77042

By: 

Brad Ballew, Attorney-In-Fact

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



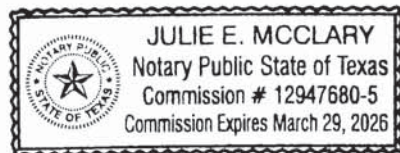
Markel Insurance Company

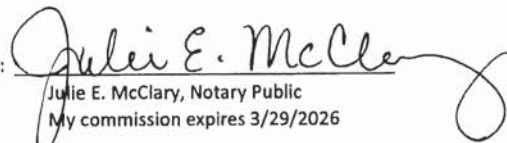
By: 
Lindey Jennings, Vice President

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 21st day of September, 2023.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, 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: 10/24/2023

Requested By:

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Friends of the Buda Public Library regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SMITH**

Summary:

Funds can only be used by Grantee for working capital to mitigate and recover from the extraordinary expense and revenue loss resulting from the shutdowns and other direct and indirect impacts of COVID-19.

Attachment: Grant Agreement
PW

Fiscal Impact:

Amount Requested: \$15,972.00

Line Item Number: 011-763-99-159.5600_045

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$15,972) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$15,972 - Increase Project Contributions 011-763-99-159.5600_045

Purchasing Office:

Purchasing Guidelines Followed Y/N?: ARPA Agreement

Auditor's Office:

G/L Account Validated Y/N?: Yes

New Revenue Y/N? Yes, \$15,972 in Intergovernmental Revenue

Comments: N/A

Attachments

ARPA Grant Agreement -FBPL
PW & Application

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 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 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
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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	x
IRS Determination Letter	
Texas Exemption Verification Letter	x
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



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the execution of the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Driftwood Historical Conservation Society regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SMITH**

Summary:

Funds can only be used by Grantee for the agreed upon working 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: \$22,560.00
Line Item Number: 011-763-99-159.5600_046

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund
Budget Amendment Required Y/N?: Yes
Comments: N/A
(\$22,560) - Increase Intergovernmental Revenue 011-763-99-159.4301
\$22,560 - Increase Project Contributions 011-763-99-159.5600_046

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes, ARPA Agreement

Auditor's Office:

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, \$22,560 in Intergovernmental Revenue
Comments:

Attachments

ARPA Agreement - DHCS
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).

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 _____, 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
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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 Commissioners Court

Date: 10/24/2023

Requested By:

Shell

Sponsor:

Commissioner Shell

Agenda Item:

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

Summary:

Grant funds can only be used by the Grantee for working capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from shutdowns and other direct and indirect impacts of COVID-19.

Beneficiary agreement will be funded from the Precinct 3 revenue loss allocation.

Fiscal Impact:

Amount Requested: \$50,000

Line Item Number: 011-763-99-159.5600_047

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$50,000) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$50,000 - Increase Project Contributions 011-763-99-159.5600_047

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$50,000 in Intergovernmental Revenue

Comments:

Attachments

GSMP ARPA Agreement

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 the Greater San Marcos Partnership (Beneficiary”), located at 113 N. Guadalupe St, San Marcos, TX 78666 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 \$50,000.00 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: Greater San Marcos Partnership

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____

**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.



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to the execution of Work Authorization #5 in the amount of \$27,792.00 between Hays County and Halff Associates, Inc., related to the 2020 Parks and Open Space Bond Program Master Services Agreement.
SHELL/T.CRUMLEY

Summary:

Work Authorization #5 under RFQ 2021-Q04, would allow Halff Associates, Inc. to provide professional services necessary to provide asbestos assessment, testing, monitoring, and reports for the structures currently at the Sentinel Preserve.

Fiscal Impact:

Amount Requested:\$27,792

Line Item Number: 154-800-97-5448

Budget Office:

Source of Funds: Voter Approved Park Bond Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$27,792 - Increase Contract Services 154-800-97.5448

(\$27,792) - Decrease Project Contributions 154-800-97.5600

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Qualifications (RFQ) 2021-Q04 General Consultant for Program Management - Park Bond

Auditor's Office:

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Halff WA #5



October 6, 2023

Attn: Tammy Crumley, Director
Countywide Operations, Hays County
712 S. Stagecoach Trail, Suite 1045
San Marcos, Texas 78666

RE: Hays County 2020 Parks & Open Space Bond Program, Work Authorization #5 (Asbestos Assessment, Testing, Monitoring, and Reports)

Dear Ms. Crumley,

Halff Associates Inc. is pleased to submit this proposal for Work Authorization #5 for support services for the Sentinel Peak Park project for the above referenced project.

Per our understanding of the requirements, we propose the attached Scope of Services (Exhibit 'A'). This Work Authorization will be completed on a lump sum basis.

We appreciate the opportunity to provide the services indicated herein and look forward to working with the County on this project. Please feel free to contact me if you have any questions or comments concerning this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to be "M. James Hemenes", with a long horizontal flourish extending to the right.

M. James Hemenes, PLA, ASLA, CPRE
Director of Landscape Architecture

WORK AUTHORIZATION NUMBER 5

This Work Authorization is made as of this 24th day of October, 2023, under the terms and conditions established in the Master Agreement for Professional Services (Park Bond Program Manager - Program Development, Program Management, Preliminary Planning & Design, Design and Construction Management/Inspection Services), dated May 20th, 2021 (the Agreement), between Hays County, Texas (County) and Halff Associates, Inc. (HALFF). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

The County has retained Halff Associates, Inc., to provide professional services necessary to provide Environmental Design services for Asbestos Assessment, Testing, Monitoring, and Production of Reports to assist in the procurement of a contractor for removal and demolition services for the Sentinel Peak Park project for the 2020 Park Bond Program for Hays County.

Section A. - Scope of Services

A.1. HALFF shall perform the following Services:

Per Exhibit A - Scope of Work

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Per Exhibit A – Scope of Work

A.3. In conjunction with the performance of the foregoing Services, HALFF shall provide the following submittals/deliverables (Documents) to County:

Per Exhibit A – Scope of Work

Section B. - Applicable Period and Schedule

This Work Authorization shall be effective as of October 24th, 2023 and continue until January 24th, 2024. HALFF shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to HALFF the not-to-exceed amount of \$27,792.00, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to HALFF according to the Rate Schedule and terms of the Agreement.

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of HALFF. Unless otherwise provided in this Work Authorization, County shall bear all costs incident to compliance with the following:

D.1. The County will provide any available data and supporting information that the County has in its possession relevant to the work and necessary for use by HALFF to complete this work authorization.

D.2. The County will render decisions expeditiously for the orderly progress of HALFF's services, including placing items on agendas to be considered by the Commissioners Court as necessary.

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

E.1. Not applicable.

IN WITNESS WHEREOF, the County and HALFF have executed this Work Authorization.

Hays County, Texas
(County)

By: _____

Name: _____

Title: _____

Date: _____, 20__

Halff Associates, Inc.
(HALFF)

By:  _____

Name: James Hemenes, PLA, ASLA, CPRE

Title: Director of Landscape Architecture

Date: 10/16/2023

Exhibit A - Scope of Work

ENVIRONMENTAL

Inspection for Asbestos Containing Materials

The asbestos inspection will satisfy the Texas Department of State Health Services (DSHS) requirements for an asbestos survey to be conducted prior to the renovation and/or demolition of commercial/public buildings. Halff's inspection will be based on planned structural renovations developed as part of the project. Based on a review of preliminary project information, there are twenty on-site structures subject to inspection prior to renovation/demolition.

An asbestos inspector, licensed by the DSHS, will visually assess the structures to determine areas of planned renovation that are likely to contain asbestos containing materials (ACM). Field drawings and photographs will be prepared that detail the location, condition, and quantities of the suspected ACM. Bulk samples of suspected ACM will be collected in accordance with DSHS sampling protocol. The suspected materials will be analyzed by an asbestos laboratory accredited by the National Voluntary Laboratory Accreditation Program, using Polarized Light Microscopy, in accordance with Environmental Protection Agency (EPA) methodology. The laboratory report will be combined with field notes and observations to determine approximate quantities of ACM present.

Halff's sampling will not include materials that are not considered suspect ACM (i.e., concrete, wooden or metal doors, glass, or rubber) and/or hidden inaccessible components. Halff will perform destructive sampling to a certain degree in a reasonable effort to identify suspect ACM. However, hidden materials or materials beyond reasonable access to the inspector during the site visit (materials beneath carpet, above ceilings, within walls/crawl spaces, etc.) may not be evaluated as part of the survey. Suspect ACM which cannot be sampled without significant damage will be assumed to be asbestos containing until additional sampling can be conducted prior to demolition/renovation. Halff will conduct a visual and physical assessment of each identified homogenous area of suspect ACM to assess the friability and condition of the materials. Based on results of the visual observations, bulk samples of suspect materials will be collected from each homogenous area by a State of Texas Licensed Asbestos Inspector in general conformance with protocols established by EPA regulation 40 CFR 763 (ASHERA) and the Texas Asbestos Health Protection Rules.

A brief letter report will be prepared for the project, describing the area(s) and condition of the building materials encountered during this survey. The letter report will explain the inspection and sampling procedures and discuss the results. The report will include drawings showing material sample locations, areas, and approximate quantities of identified ACMs.

Preparation of Asbestos Abatement Plans and Specifications

Asbestos abatement activities will be performed by others in accordance with the site-specific plans and specifications prepared by Halff for the project. ACM identified as a result of asbestos surveys conducted at the property by Halff and others will be incorporated into site-specific asbestos abatement plans and specifications prepared by a Texas Department of State Health Services (DSHS) licensed asbestos consultant.

Asbestos Abatement Oversight

A licensed asbestos consultant will coordinate with a licensed asbestos project manager/air monitoring technician to provide oversight of the abatement activities. The licensed asbestos project manager will be on-site for the duration of the asbestos abatement activities to perform air monitoring, on-site inspections, and to evaluate the work area(s) for compliance with State and Federal asbestos regulations and the abatement design. The project manager will also perform a final visual inspection after the abatement has been completed and conduct clearance testing in accordance with the current Texas Asbestos Health Protection Rules. The air samples will be analyzed by Phase Contrast Microscopy (PCM) in accordance with the National Institute of Occupational Safety and Health (NIOSH) Method 7400.

Asbestos Closure Report

Following the completion of asbestos abatement activities at the property, a final report will be prepared for the project which includes a description of abatement activities, disposal manifests, and results of on-site air monitoring.

ACM Inspection and Reporting Assumptions:

- No more than 269 samples will be required to assess the on-site structures;
- The site inspection/survey can be completed in 3 days with one inspector;
- Suspect ACM that cannot be sampled without significant damage will be assumed to be ACM until site conditions allow for additional sampling;
- Costs associated with additional sampling to address assumed ACM are not included;
- The site will be accessible for sampling during normal business hours;
- Sample analysis will be performed on a normal (5-day) turn around basis.

Scope of Services - Fees

Service – ACM Survey by Item Groups	Fee
7 Structures in Item Group 1.1-1.15 (non-demo)	\$4,010
6 Structures in Item Group 1.1-1.15 (demo)	\$3,994
7 Structures in Item Group 1.16-1.24 (TBD)	\$3,538
Preparation of Asbestos Abatement Plans and Specifications	\$2,800
Asbestos Abatement Oversight	\$9,500
Asbestos Closure Report	\$3,400
Environmental Services Total	\$27,242

Reimbursables	\$550
ALL SERVICES TOTAL	\$27,792



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize Countywide Operations/Local Health Department to convert the Outreach Specialist slot 1127-002 from a three-quarter time position to a full-time position effective August 1, 2023, and inactivate the Community Program Manager position 0238-001. **COHEN/T.CRUMLEY**

Summary:

Local Health Department Outreach Specialist position slot 1127-002 is fully grant funded under the DSHS Public Workforce Grant and the DSHS Health Disparities Grant, and was originally designated at three-quarter time. We have received approval from DSHS to convert that position to a full-time position under the grants effective August 1, 2023. We also have approval to make the Community Program Manager position 0238-001 inactive.

Fiscal Impact:

Amount Requested: None

Line Item Number: N/A

Budget Office:

Source of Funds: Department of State Health Services Grant Funds

Budget Amendment Required Y/N?: No

Comments: N/A

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

Approved Budget Revision



FY2022

Contract Type: CPS/PH Workforce

Applicant Information

Legal Name of Applicant Agency:

Hays County Health Department

Mailing Address:

Street / PO Box: 712 S. Stagecoach Trail, Suite 1045

City: San Marcos

Zip: 78666

Payee Name:

Hays County Treasurer

Payee Mailing Address:

Street / PO Box: 712 S. Stagecoach Trail, Suite 1094

City: San Marcos

Zip: 78666

State of Texas Comptroller Vendor ID # (9 digit + 3 digit mail code):

7460022415002

DUNS # (9 digits required for subrecipient contractors):

09-7494884

Type of Entity (Choose one)

City: ☐ Click on appropriate box

County: ☒

Other Political Subdivision: ☐

Project Period

Start Date: 7/1/2021

End Date: 6/30/2024

Counties Served

County(ies) Served:

Hays County

Amount of Funding Allocated:

\$320,000.00

CONTACT PERSON INFORMATION

Legal Business Name: Hays County Health Department

This form provides information about the appropriate contacts in the contractor's organization in addition to those on the FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit.

Health Director/CEO **Tammy Crumley**
Phone: 512 878 6673 Ext:
Fax:
E-mail: tammy.crumley@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

712 S. Stagecoach Trl., Ste. 1045, San Marcos, TX
78666

B-13/FSR Rep: **Vickie Dorsett**
Phone: 512 393 2275 Ext:
Fax:
E-mail: vickie.dorsett@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

712 S. Stagecoach Trl., Ste. 1045, San Marcos, TX
78666

PHEP (HAZARDS) Program Leader:
Phone: Ext:
Fax:
E-mail:

Mailing Address (street, city, county, state, & zip):

SNS (CRI) Coordinator:
Phone: Ext:
Fax:
E-mail:

Mailing Address (street, city, county, state, & zip):

Authorized Signatory for **DocuSign** **Ruben Becerra**
Phone: 512 393 2205 Ext:
Fax:
E-mail: judge.becerra@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

111 E San Antonio St., Ste. 300, San Marcos, TX
78666

Additional Authorized Signatory for
DocuSign only if applicable
(FFATA, Certs, etc)

Phone: Ext:
Fax:
E-mail:

DocuSign "CC" Person **Simone Corprew**
Phone: 903 746 4922 Ext:
Fax:
E-mail: simone.corprew@co.hays.tx.us

Emergency Contact **Simone Corprew**
Cell Phone: 903 746 4922 Ext:
Fax:
E-mail: simone.corprew@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

712 S. Stagecoach Trl., Ste. 1045, San Marcos, TX
78666

BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County Health Department

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding (5)	Other Funds (6)
A. Personnel	\$210,708	\$210,708				
B. Fringe Benefits	\$97,688	\$97,688				
C. Travel	\$0	\$0				
D. Equipment	\$0	\$0				
E. Supplies	\$7,493	\$7,493				
F. Contractual	\$0	\$0				
G. Other	\$14,111	\$14,111				
H. Total Direct Costs	\$330,000	\$330,000				
I. Indirect Costs	\$0	\$0				
J. Total (Sum of H and I)	\$330,000	\$330,000				

Hays County Health Department

Legal Name of Respondent:

FRINGE BENEFITS					Summarize the elements of fringe benefits in the space below:				
FICA = \$210708 X 6.2% = \$13064, MEDICARE X 1.45% = \$3056, RETIREMENT X 13.51% = \$28467 MEDICAL, DENTAL, & LIFE INSURANCE = \$23600.88 x 2.25 = \$53101									
Total Number of FTEs:		2.50			Fringe Benefit Rate %			46.36%	
					Fringe Benefits Total		\$97,688		

TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days & Employees		
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
Airfare					
Meals					
Lodging					
Other Costs					
Total	\$0				
				Airfare	\$0
				Meals	\$0
				Lodging	\$0
				Other Costs	\$0
				Total	\$0
Airfare	\$0				
Meals	\$0				
Lodging	\$0				
Other Costs	\$0				
Total	\$0				
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

Other / Local Travel Costs:

Conference / Workshop Travel Costs:

Total Travel Costs:

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

**EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form**

Legal Name of Respondent:

Hays County Health Department

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order/quote.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS			

Total Amount Requested for Equipment:

--

Total Cost	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

	\$0
--	-----

SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.)

Description of Item <small>Provide estimated quantity and cost</small>	Purpose & Justification	Total Cost
Office Supplies	General Office Supplies needed to promote and support program - pens, highlighters, binders, binder clips, folders, etc.	\$2,000
Laptops with docking (2)	Laptop for each position @ \$1,350 each	\$2,700
Monitors (2)	Monitor for each position @ 300 each	\$1,293
Data Processing Supplies	Mice and keyboards for each laptop, USB, etc.	\$1,500
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

\$7,493

CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Hays County Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractor name. Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	# of Payments	RATE OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS					

Total Amount Requested for CONTRACTUAL:

--

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TOTAL COST	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

	\$0
--	-----

OTHER COSTS Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Description of Item Include quantity and cost/quantity	Purpose & Justification	Total Cost
Printing Costs	Printing of covid-19 vaccination clinic and educational brochures, flyers, handouts, etc.	\$5,000
Phone Lines (2)	AT&A Mobility phones to provide cellular lines and data (24 months)	\$3,000
Adobe License (2)	Adobe license for each laptop	\$1,000
Notices and Newspaper Posts	Funds to run notices regarding events in local papers	\$1,244
Social Media Outreach and Software	Funding to pay for social media ad campaigns/outreach and software to support the outreach.	\$3,867
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$14,111

Indirect Costs

Legal Name of Respondent:

Hays County Health Department

Total amount of indirect costs allocable to the project:

Amount:

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**

RATE:
BASE:

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

Note: Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. Health Department). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department. The allocation of indirect costs must be addressed in Part V - Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS.

RATE:
TYPE:
BASE:

A cost allocation plan. A cost allocation plan as specified in the DSHS Contractor's Financial Procedures Manual (CFPM), Appendix A must be submitted to DSHS within 60 days of the contract start date.

GO TO PAGE 2 (below)

Page 2, FORM I - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

SUPPLEMENTAL INSTRUCTIONS

The budget templates include a SUPPLEMENTAL page (one per budget category) that are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template.

The amounts on each supplemental template will automatically populate from the templates and will be inserted on the last line of the primary budget template.

The SUPPLEMENTAL budget templates are:

Personnel Supplemental
Travel Supplemental
Equipment & Controlled Assets Supplemental
Supplies Supplemental
Contractual Supplemental
Other Costs Supplemental

PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Health Department

[illegible]

[illegible]

TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Health Department

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days & Employees	Travel Costs	
				Mileage	\$0
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: **\$0**

Conference / Workshop Travel Costs: **\$0**

Total Travel Costs:

\$0

**EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)**

Legal Name of Respondent:

Hays County Health Department

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructor form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit

Total Amount Requested for Equipment:

--

is to complete this

Total	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

	\$0
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SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Health Department

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. # of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (i.e., office, computer, medical, client incentives, educational, etc.)

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
		\$0

Total Amount Requested for Supplies:

\$0

CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Hays County Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractor name. Justification for any contract that de

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)

Total Amount Requested for CONTRACTUAL:

--

ntractors as "To Be

TOTAL	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

\$0

OTHER COSTS Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Health Department

[illegible]



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize an agreement between the Hays County Parks Department and ColorMix Graphics in the amount of \$5,000.00 for logo and branding development for the Hays County Parks Department.
SHELL/T.CRUMLEY

Summary:

The Hays County Parks department is looking to develop a department logo and branding design to be used by the department. Three quotes were obtained, and ColorMix Graphics submitted the most conservative quote for the work needed. ColorMix Graphics will create and design an original logo(s) and branding for the Hays County Parks Department to include a department "umbrella" logo, and five (5) individual logos for the current five parks under the department. These logos will be used on park brochures and pamphlets, on park merchandise, and on websites and signage for the Parks Department. Funding for this has been identified in the Parks Department FY24 operating budget.

Fiscal Impact:

Amount Requested: \$5,000

Line Item Number: 001-700-00.5448

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: Three quotes obtained.

Auditor's Office:

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

New Revenue Y/N?: N/A

Comments:

Attachments

ColorMix Quote

Austin Extreme Quote

Jen Rhodes Quote



PROPOSAL: Hays County Parks Department, Logo Development, August 23, 2023

For: Lisa Griffin, Hays County Parks Department
512-749-1155, Lisa.Griffin@Co.Hays.TX.US

Description of Services: Graphic Design – Original Logos and Branding Guidelines Package

Scope of Work:

Create and design original logos and branding for the Hays County Parks Department to include a department “umbrella” logo, and then five individual logos for the five different parks listed below:

1. Gay Ruby Dahlstrom Nature Preserve
2. Jacob’s Well Natural Area
3. Five Mile Dam Parks Complex
4. Cape’s Dam
5. Sentinel Peak Preserve

Phase 1: Logo Development

ColorMix will design and submit 3 sets of original logos. Each set will have 6 logos, the department logo and then 5 subset logos, one for each park listed above. The idea is to represent the natural beauty of Hays County parklands and landscape over-all with the department “umbrella” logo, and then have an individual logo to represent each park.

Process Includes:

Research and concept development for a total of 18 logos (3 different sets of 6) to begin with and then narrow down from there.

The logos will consist of graphic icons (logo marks), imagery, and typography - names of the parks. All logos will be vector-based logos and we will begin in black and white and then proceed to color.

Phase 2: Next, the client will narrow those down to create 1 set of 6 logos to include the department logo and 5 individual parks logos that will then be refined as needed. We will proceed through this process with up to 3 complete rounds of revisions. (This could be up to another 18 logos/ options.) This will include fonts and colors along with the vector logo marks.

Phase 3: Once the final set of logos is selected and approved, ColorMix will then proceed through the next steps of developing the brand and all branding and guidelines will flow from the final selected versions/set of 6 logos.

All logos will be provided in PDF, .AI, .EPS, Jpeg and PNG file formats.

Phase 4: Branding Guidelines:

ColorMix will provide a PDF document with complete branding guidelines, outlining the brand and all correct ways the logo should be treated and appear in various situations, color combinations, and define the PMS, CMYK, and HEX colors, along with a section on the proper fonts and typography.



PROPOSAL: Hays County Parks Department, Logo Development, August 23, 2023

Products:

Products included will be:

- The final logos (6 total) in all file formats needed (EPS, AI, PDF, JPEG & PNG) (zipped folder)
- Complete Branding Guidelines Document (PDF)

Pricing:

All of the above will be included for the package price of \$5000 for design and production including up to 3 rounds of proofs and revisions for each item. Additional rounds of revisions and proofs will be billed at the hourly rate of \$85 per hour.

Turn time: We anticipate the logo and branding process to take between 3-4 weeks to complete depending on how quickly the client responds with changes.

Terms: The above quote is in effect for 60 days. ColorMix will accept an official Purchase Order from the county in lieu of a down payment. ColorMix will invoice half of the contract amount due at the beginning of the project, and then send the final invoice with the second half upon completion. All invoices must be paid within 30 days. Implicit in this order is your permission to use a representation of this project on our website.

Thank you for allowing ColorMix Graphics to bid on your project. If you have any questions regarding this estimate, please feel free to call me at 512-353-2412. I look forward to working with you to make this project a success!

Sincerely,

Carla Caskey Sisk

To accept this bid and place your order, please sign here, and return this form to us with your PO.

Name _____ Date _____

Austin Extreme Graphics
174 Distribution Cove Buda, TX 78610
info@austinextreme.com
(512) 312-2715

<http://www.austinextreme.com>



Quote 1906 #1

Logo Designs

QUOTE DATE
Tue, 08/29/2023
QUOTE EXPIRY DATE
Thu, 09/28/2023
TERMS
Due on receipt

ORDERED BY
Hays County Parks Department

CONTACT INFO
Lisa Griffin
lisa.griffin@co.hays.tx.us

About this Quote:

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	Design/Layout hourly rate for design services	1	Hr	\$80.00	\$80.00	Y
2	Logo Design Includes initial proof with 3 options of each requested logo (one master logo for the Parks Department and 5 sub-logos for each park) and minimal revisions of chosen direction. Requests for additional logo options or major revisions will accrue at an hourly rate. Brand Guide and Full Logo Package final deliverable includes brand book and release of PDF, JPEG, PNG, .AI, and .EPS files of final logos	1	Hr	\$8,150.00	\$8,150.00	Y

This quote is based on the specific information you've given us and is valid for 30 days. Please look over the items listed in the quote carefully before approving.

When you approve this quote, you are agreeing to pay 100% of the quoted price, and are giving us your approval to proceed with the job exactly as detailed in the quote. Most jobs require payment upfront. All other jobs require a 50% deposit to begin work on your project. The remaining balance is due upon completion of your order. Once we receive your payment, we'll move your project into our job queue.

Subtotal:	\$8,230.00
Sales Tax (0%):	\$0
Total:	\$8,230.00

SIGNATURE:

DATE:



CREATIVE HERO
BRANDING & DESIGN

2023

Logo Proposal

Hays County Parks Department
Printable Interactive Guide

BRAND STRATEGY • DESIGN • WEBSITE SERVICES

Contents

Click the links in the PDF to navigate through the guide.

1	COVER LETTER
3	LOGO DETAILS
16	QUESTIONS & ANSWERS
17	NEXT STEPS



Hello,

I'm Jen Rhodes. I work with small businesses and organizations to create unique and memorable brands.

In this interactive document, I have provided details on my logo offering, examples of my work, and information about my process. On the last page I included my contact information. Please let me know if you have any questions.

Thank you for the opportunity; I hope we can work together on your new logos.

A handwritten signature in black ink that reads 'Jen Rhodes'.

Jen Rhodes
Branding & Design Expert
CREATIVE HERO BRANDING & DESIGN

Logo Details

Offerings, Features, Benefits, & Pricing

Logo Offering

PACKAGE	DESCRIPTION	INVESTMENT
Custom Pricing	<ul style="list-style-type: none"> • Up to 1-hour deep-dive interview to talk about your project and walk you through a brand questionnaire. This speeds up the design process, helps guide the project, reduces the number of significant revisions, and ensures that you receive the logos you love. • Up to 4 Zoom call or in-person presentation meetings to discuss logo concepts and any revisions that may be needed for each design. • 6 original, custom logo designs with full ownership rights. 3 initial concepts will be presented for each park logo (5 parks in all) and 3 concepts for the parks department (master logo). Concept designs for each logo equal 18 initial design in total. 3 rounds of changes to the selected park logos and master logo design. Finalized files are provided as PDF, AI, EPS, PNG, and JPEG files. In RGB and CMYK color formats. • A single Brand Guidelines document that includes the logo rules and usage, color palette (CMYK, RGB, HEX, PMS), primary and secondary typography, and typography usage for each park and the master logo. • A Format Guide document that will tell you which file types to use for web or print projects. It's a good reference if you need to send your logo to event coordinators, newspaper/magazine ad departments, or vendors. 	\$ 12,500.00

Subtotal	\$ 12,500.00
Sales Tax 8.25% (if applicable)	\$ 1,062.50
TOTAL INVESTMENT	\$ 13,562.50

My Process

Paperwork & Payment

I send an Agreement to my clients once they decide to work with me. They sign and return the Agreement with a down payment. I typically require a portion of the total payment before I begin work. I have not yet worked with a governmental entity, so if this is not part of your standard process, we can discuss how best to proceed.

Research

In our deep-dive interview, I'll ask you questions about your goals and challenges. I'll also research your ideal prospects and competition.

After that, I'll do a lot of sketching to come up with ideas. Next, I narrow down my sketches to the best concepts. Then I recreate them in digital form on my computer in black-and-white.

First Logo Concept Presentation

In a meeting, I'll present the logo concepts (3 black-and-white concepts for 6 different logos). Color can get in the way during this phase, so I only show designs in black-and-white so my clients and I can hammer all the shape of the designs first.

My usually clients consider the design options I've presented to them and select the one they like best in this meeting. They then either ask me to move forward with the color exploration phase, or request changes to the selected design.

If changes are requested, I'll update the design(s) then set up another meeting to present the revised logo(s). This proposal includes up to 3 rounds of changes per logo. A round is a group of changes.

Color Exploration

After we've finalized all the designs in black-and-white, I'll begin experimenting with colors. I typically present clients with several ideas based on the answers in their brand questionnaire and research that I've done on their competition and target audience. When you select the color option of each logo that you prefer, we're well on our way to a finished product.

Refinements

My offering includes 3 rounds of change to each selected logo design. Revisions typically include things like exploring color and fonts and tweaking details. If the included number of changes is exceeded, additional changes are available at \$100/hour.

Final Presentation

I'll present the finished designs for your approval during this meeting and, if there are no more changes, I'll have you sign off on them.

Guides & Variations

Once approved, I'll export the logos as JPEG, PNG, and AI, EPS, and vector PDF files. I'll also create a Brand Guidelines document to help you keep your brand consistent. When those items are finished, I'll package them all with a Format Guide and add them to organized file-sharing folders.

Payment & Delivery

After your project is finalized, I'll package the files with a Format Guide to help you determine which file versions are best for print and web projects. Then I'll send you a link to download your completed files once I receive final payment.

Timeline

The full process for a single logo design typically takes 3 to 5 weeks. At this time, I estimate that it could take up to 2 1/2 months from start to finish for your project. The time estimate largely depends on design complexity you desire, how quickly we can meet for presentation meetings, and how quickly I receive feedback and approvals. A more accurate estimate can be provided after our initial meeting.

Deliverables

- 6 primary logos in black-and-white, as well as CMYK and RGB color formats
- Web-ready files (JPEG, PNG) with solid and transparent background options
- Vector, print-ready files (PDF, AI, EPS)
- Brand Guidelines Document (PDF)
- Format Guide Document (PDF)
- Files organized into folders, zipped, and delivered via an electronic file-sharing service



"Jen created a logo and overall branding for my business and did it with wonderful communication and professionalism. She took into account not only what I wanted to represent but also what I didn't. Her process was methodical and creative, and in the end, she created something that I will be proud to represent me and my business for years to come."

Heather Roberts
New Braunfels, Texas



Primary logo



Secondary logo



Sub-mark



Primary logo



Secondary logo



Sub-mark



"I have worked with Jen to brand two start-ups and an organization. Her approach to branding each of these has been invaluable in my ability to present my businesses in a unique way. She has been easy to reach and always works with me to help overcome any obstacles or brain blocks I may have. She has been great at meeting her commitments for providing material, information, and other items. It's awesome knowing timelines are going to be met. I love the options she provides from logos, banners, brand style guides, email signatures, and especially website design. I would highly recommend Creative Hero as your professional brand consultant and design expert."

Josh Staggs
Elmendorf, Texas
360horsemanSHIP.net



*Please click the image or the link below to hear my client's testimonial in his own words.
This video opens in an internet browser window.*

<https://vimeo.com/467392487>



Visual identity system, marketing pieces, and website design for Jackie Aplin (Home Health Compliance Consultants)



Visual identity system and marketing pieces for Yanni & Wanda Osaklidis (Yanni's Heating & A/C)



Visual identity system and web design for Greg Griffin (Summit Oak Builders)



CLICKED BY LARA
PHOTOS & FILMS

Designed for Lara Falardeau (Clicked by Lara)



Designed for First Baptist Church, New Braunfels



Designed for South Central Texas Ranch Sorting



Designed for an entertainment podcast



Designed for a video game developer



Designed for Laurie Crites (Leather Feather Jewelry)



Designed for Aberdeen, Washington's downtown association



Designed for The Elks Club (New Braunfels, Texas)



Designed for Gary Mitcham Cow Horses



Secondary logo and retail graphic designed for Central Texas Ranch Sorting



*A sampling of logos created while employed by the
marketing department at Schlitterbahn Waterparks, LLC
2005 - 2016*

QUESTIONS & ANSWERS FOR EACH PACKAGE FEATURE

What is a Brand Questionnaire and why do I need one?

Your thoughtful answers to my brand questionnaire help me:

- Design a logo that appeals to you and your target market
- Create a design that's memorable
- Make the desired impressions about your organization
- Reduce the number of significant revisions
- Ensure you receive a logo that you love

What is a "logo concept"?

- A design idea that can be revised or scrapped altogether.

What is "a round of revisions"?

- A "round of revisions" is a single group of changes.
- Changes take time, so anything beyond the allotted number of hours will require an additional fee. I always let my clients know how many rounds of changes are left. And if they exceed the included number, I give them an estimate of how long additional changes will take and how much the changes will cost. This ensures there are no surprise invoices. My regular hourly rate is \$100/hour.
- I ask many questions in the planning phase before designing the logo. This helps reduce the number of significant revisions required towards the end of the project and ensures that you get the logo you want and need.
- Note, I will explain why I made design decisions and if I feel that changing something is a mistake, I will let you know why in a non-diva way. It's my responsibility as a professional designer to create the best design possible, but it is your choice in the end.

How do I pay?

I require a percentage of the total before starting and the remaining balance at the end of the project. The percentage and schedule can be negotiated.

I'll send an electronic invoice with a contract at the start of the project. The invoice will allow you to transfer funds from your bank to mine. I also accept checks.

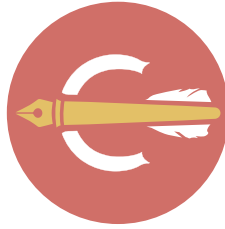
How long does it take?

I work alone on logo, graphic design, and web design projects, so I have to schedule work accordingly. After our first meeting, and before I begin work on the designs, I'll create a project timeline estimate.

The entire design process for one logo can take as little as three weeks. 18 custom design concepts and 6 finalized designs could take up to 2 months or more. This is contingent upon the complexity of designs requested, how quickly we can meet for presentations, and how quickly I receive feedback and design approval. I can create a more accurate timeline after our initial meeting.

What if I don't like the designs?

I rarely have clients who don't like their final design due to the research and discovery phase at the beginning of each project. I also include revisions. But if you decide to end our business relationship, we can part ways. I'll keep the down payment to cover the work I performed as well as the ownership rights to the artwork I created.



CREATIVE HERO

BRANDING & DESIGN

ADDITIONAL SERVICES

Marketing Collateral

- Business cards
- Ads
- Brochures
- Banners, flyers, and signs
- Postcards
- Greeting cards
- More

Website Design, Hosting, Maintenance, and Security

Video Production

Retainer Services

Brand Consultation

Design Consultation

NEXT STEPS

Are you interested in moving forward?
Do you have questions? Just send me an email
or call at 210-667-3502.

See my work, find more testimonials, and learn
about me and my services on my website.

Jen@CreativeHero.net | **CreativeHero.net**
San Marcos, Texas





Hays County Commissioners Court

Date: 10/24/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute an agreement between Hays County and L.D. Tebben Company for the installation of gutters to the Thermon building in the amount of \$9,450.00. **SHELL/T.CRUMLEY**

Summary:

A commercial building inspection was conducted in February 2023, during the purchase of the Thermon building. One of the findings of the inspection was that there are no gutters on the building and there needs to be gutters in order to prevent further drainage and runoff damage to the building's foundation. Building Maintenance has secured three quotes and L.D. Tebbens submitted the lowest quote at \$9,450. Funding for this has been identified in the FY24 Infrastructure Improvement budget.

Fiscal Impact:

Amount Requested: \$9,450

Line Item Number: 170-657-00.5741

Budget Office:

Source of Funds: Infrastructure Improvement Fee Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Three quotes received

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

LD Tebben Quote

TFL Quote

Sullivan Quote



PATUXENT ROOFING
(301)- 333- 5200
9381 DAVIS AVE
LAUREL, MD 20723



L.D. TEBBEN COMPANY
(512)-416-1476
4315 TERRY-O LANE
AUSTIN, TX 78745

October 3, 2023

TIPS #
21060301

Hays Health Department
101 Thermon Dr,
San Marcos, TX 78666

Thank you for the chance to give you a proposal for **Gutters**.

Below you will find a brief scope of work and pricing for this project.

Scope of work:

-
- Perimeter of building
- 563 ft of gutters 6" K style .032 aluminum color tan.
- 18 downspouts 3"x4" color tan
- Courtyard
- 160 ft of gutters 5" K-style Color grey.
- 4 down spouts
- leaf guards \$4320.00 optional(not included)
- New gutters will be installed utilizing hidden hangers every 24".

Price:\$9450.00

Exclusions: permits/bonds, off hours.

Notes:

1. All work will be installed per manufactures standards exclusions are included in the following pages

**** Pricing is good for 30 days. After 30 days pricing may change due to material cost increases. ****

By signing below the Authorized Representative accepts the above pricing. Terms are Net 30 from the Day of Completion.

Accepted By _____ **Date:** _____

Purchase Order _____
(If required)

Respectfully Submitted,

TIPS Number 21060301 Roofing

Bert Kivell
Service Department
LD Tebben | PRC
4315 Terry-O Lane
Austin, Texas 78745



104 KENDALL RIDGE
BOERNE, TX 78015

Estimate

Date	Estimate #
10/10/2023	2037

Name / Address
Hays County Thermon Gutters

		P.O. No.	Project			
Item	Description	Qty	Amount	Cost	Markup	Total
general co...	SOW for Thermon Exterior Gutters: - remove and replace all rotten fascia, the rotten fascia will not support gutters - paint fascia to match - install drip edge at fascia under metal roofing to prevent fascia rot and to ensure water will not leak behind gutters - please note all new roofs are required to have drip edge per code, you are grandfathered but the fascia will rot again - install K style gutter around the exterior and interior courtyard to include downspouts - color per owner assuming tan and gray Exclusions: - leaf guard	0.96	14,600.23	14,016.22		14,016.22
				Total	\$14,016.22	

Signature _____

Phone #
830-822-1822

E-mail
RDEAN1473@AOL.COM

Web Site
www.thefencelady.com



Quote: 1623204 / Date: 10/13/2023
Project Number: 1623204

Customer

Sullivan Contracting Services
2299 Rudeloff Rd. East
Seguin, TX
78155, US
(830) 372-3812

Prepared By:
Kyle Baker
830-743-7335
kyle@scs-tx.com

Hays County
712 Stagecoach Rd.
San Marcos, TX
78666, US

Chris Deichmann

chris.deichmann@co.hays.tx.us

Project: HC - Thermon Bldg Gutters - CP

Scope of Work

Choice Partners Contract # 21/039MR-14

ATTENTION: CHRIS DEICHMANN

Scope included in base bid for HC - Thermon Bldg Gutters 1623204.

- **Furnish all labor and materials to fabricate and install approx. 750 ln ft of 6" K Style gutter and 22--3 x 4 downspouts**
- **Clean debris generated from construction.**

Base Bid

Total Cost

\$ 12,292.02

Add Alt #1 - Leaf Gaurds

Total Cost

\$ 5,061.42

Excluded(-)

1. After Hours, Design, Electrical, HVAC, Plumbing, Fire Sprinkler/Alarm, Permitting, Testing, any items not listed above.
2. Due to current volatility in the market, proposal has potential to only be guaranteed for 30 days

Notes



Quote: 1623204 / Date: 10/13/2023
Project Number: 1623204

Summary

Subtotal	\$ 17,353.44
Taxes	\$ 0.00

\$ 17,353.44

Accepted By

Date

.....



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute an Additional Services Proposal with Hellmuth, Obata & Kassabaum, LP (HOK) for construction phase services related to the Jail Attorney Visitation project. **INGALSBIE/SHELL/CUTLER**

Summary:

In conjunction with the approval of the Vaughn Construction contract for the renovation/expansion of the Jail Attorney Visitation areas, HOK as architect of record will perform construction administration duties. This will include review of submittals, responding to RFI's, review of pay apps, development of punch list items and participation in OAC meetings. The scope of this work is an extension of the contract which was executed between Hays County and HOK for the Public Safety Bond program dated 6/24/16.

Fiscal Impact:

Amount Requested: \$63,520

Line Item Number: 006-852-94-200.5611_700

Budget Office:

Source of Funds: Voter Approved Public Safety Bond Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Architect Agreement signed 6.24.2016, Professional Service, Government Code Chapter 2254.

Auditor's Office

G/L Account Validated Y/N?: Yes, Construction Capital Outlay

New Revenue Y/N?: N/A

Comments:

Attachments

HOK Proposal

HOK Fee Schedule



ADDITIONAL SERVICES - CLIENT

Project:	Hays County Jail
Client:	Hays County
Date Prepared:	August 1, 2023
HOK Project No.:	16.09019.01
Additional Service No.:	16 - CA Phase
File:	16.09019.01.A1.1

Attention:	County Judge Ruben Becerra
From:	Curt Parde
Regarding:	Jail – add attorney visitation spaces to Areas E3 and E4 of the existing jail facility
Copies To:	file; ECM

Hays County and HOK entered into an agreement dated 6/24/2016 (the "**Agreement**") for the provision of professional services in connection with Hays County Jail Facility at Uhland Road and the Public Safety Building at Stagecoach Drive in San Marcos. Except as expressly modified in this document, each and every term of the Agreement shall remain unchanged and in full force and effect.

Description of Work:

Administer permit and CA phase for the additional attorney visitation spaces at areas E3 and E4 of the existing jail facility:

- a. Attend virtual permit meeting with City of San Marcos
 - b. Construction Phase timeframe – 20 weeks
 - c. Review submittals
 - d. Answer RFI's
 - e. 3 - site visits during CA phase by Arch
 - f. 1 – punch list trip for security systems, MEP, Arch and Struct.
-

Compensation & Method: ☐ Hourly w/ estimated maximum

☒ Fixed Fee

Jail	\$59,920
------	----------

Reimbursable Expenses (estimated)	\$3,600
-----------------------------------	---------

Total Compensation	\$63,520
---------------------------	-----------------



ADDITIONAL SERVICES - CLIENT

Curt Parde

Digitally signed by Curt Parde
DN: C=US,
E=curt.parde@hok.com, O=HOK,
OU=HOK, CN=Curt Parde
Date: 2023.08.01 11:16:08-05'00'

Issued by:

HOK

Client Approval:

Hays County

Printed Name: Curt Parde
Date: August 1, 2023

Printed Name: County Judge Ruben Becerra
Date:

Jail Add Service Request

Add attorney visitation spaces to Areas E3 and E4 of the existing jail facility

approximately 20 weeks of construction - 10 OAC meetings
City of San Marcos meeting / permits discussion / Teams Meeting
Submittals Review
Answer RFI's
Punch List - 1 trip each for Arch, MEP, Security Systems
Site Visits - 3 trips during CA phase by architectural team

		Arch				Arch Site			
CA phase	20	4	40	80	24	124	44	32	40
Regroup	Permit mtg.	Admin.	Arch	Struct.	MEP	Sec. Sys.			
Arch	mtg. response	submittals RFI's	submittals RFI's	submittals RFI's	submittals RFI's	submittals RFI's			
Total hrs.	20	4	40	80	24	124	44	32	40
rate	\$ 150	\$ 160	\$ 90	\$ 145	\$ 160	\$ 160	\$ 150	\$ 150	\$ 150
	\$ 3,000	\$ 640	\$ 3,600	\$ 11,600	\$ 3,840	\$ 19,840	\$ 6,600	\$ 4,800	\$ 6,000

Total Add. Fee	\$ 59,920
Reimb. Travel	\$ 3,600
	<u>\$ 63,520</u>
	Total Add Fee



AGENDA ITEM REQUEST FORM: K. 9.

Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to adopt a resolution appointing Commissioner Michelle Cohen to the Board of Directors of the Capital Area Housing Finance Corporation, effective November 1, 2023. **INGALSBE**

Summary

Mark Jones currently holds the Hays County position on the Board of Directors and was originally appointed to the board back in 2015.

Attachments

Appointment Resolution



**APPOINTMENT TO THE BOARD OF DIRECTORS OF THE
CAPITAL AREA HOUSING FINANCE CORPORATION**

STATE OF TEXAS §

COUNTY OF HAYS §

WHEREAS, the Articles of Incorporation of the Capital Area Housing Finance Corporation authorize the Commissioners Court of Hays County, Texas to appoint one director of the Corporation; and

WHEREAS, the current director representing Hays County, Mark Jones, has held the position since October 22, 2015;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners Court of Hays County, Texas, that;

Dr. Michelle Cohen is appointed a director of the Corporation beginning November 1, 2023.

ADOPTED THIS THE 24TH 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

**Hays County Commissioners Court**

Date: 10/24/2023

Requested By:

Miller

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to re-grade the Field Operations Coordinator position in the Elections Administration Office effective 11/1/2023 and amend the budget accordingly. **BECERRA/MILLER**

Summary:

The Commissioners Court approved a new position for the Elections Office, Field Operations Coordinator, effective 10/1/23. The position was established as a grade 115 with a salary range of \$42,066 - \$63,099. After additional research on the duties and comparable positions in the county's salary market, the market grade for the position reflects grade 117 with a salary range of \$46,378 - \$69,567.

Fiscal Impact:

Amount Requested: \$5,233 (annual)
\$4,797 (FY24)

Line Item Number: 001-655-00

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Potential funding source, County-Wide Salary Adjustments.

Re-grade		Budget Amendment	
46,378	Grade 117	3,953	Increase Staff Salaries 001-655-00.5021
42,066	Grade 115	244	Increase FICA 001-655-00.5101_100
4,312	Difference	58	Increase Medicare 001-655-00.5101_200
921	Fringe	542	Increase Retirement 001-655-00.5101_300
5,233	Total Impact	4,797	Total Required
4,797	FY24 Impact (11 mos)	(4,797)	Decrease Co-Wide Salary Adj 001-645-00.5091

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

Field Operations Coordinator

HAYS COUNTY JOB DESCRIPTION

Job Code: TBD
Grade: 115
FLSA: Non-exempt

Prepared by: Elections & Human Resources Department
Date Prepared: September 2023

FIELD OPERATIONS COORDINATOR

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary

Reporting directly to Election Network Engineer, responsible for overseeing the inventory, distribution, maintenance, warehouse storage, and logistics of all equipment, voting ballots, and department assets for Hays County Elections Department. Responsible for identifying and reserving polling sites including overseeing the coordination of all polling site compliance and usage. Ensures polling locations follow the Texas Election Code for early voting and election day. Oversees the day-to-day tasks of the election technicians' program.

Responsibilities

- Prepares, assigns, and programs all election equipment and distributes them to various polling locations.
- Performs strategic planning for the unit to determine future asset and resource requirements based on the expected population growth of Hays County.
- Prepares and monitors the budgets for staff and resources needed to support election activities.
- Determines resources needed to meet service demands.
- Provides status reports and updates to the Elections Administrator.
- Prepares accident and incident reports.
- Ensures that temporary staff are briefed on and comply with applicable laws, rules, regulations, and Hays County Elections policies.
- Coordinates and creates supply kits for voting locations including processing documentation for early voting and election day locations.
- Provides and creates trainings to field and election staff on troubleshooting voting equipment and proper use of equipment.
- Oversees the recruiting, training, and supervision of temporary/seasonal election field technicians and warehouse clerks.
- Serves as a primary contact for the election Judge's hotline and assists with complex issues from elections judges and staff.
- Serves as a record management liaison for Elections Department and other department personnel.
- Performs quality control on all forms and documents to ensure compliance from the Secretary of State office is followed.
- Oversees and supervises all inventory operations including the maintenance and inspections of the department equipment and supplies.
- Manages database for inventory control and supplies including ticket tracking system and related department software.
- Performs and creates quality control measures and directs and develops various safety and maintenance techniques and programs to reduce risk and cost.

- Develops and maintains operational routines and procedures for equipment, including organizing, storing, and arranging inventory for daily use.
- Coordinates and schedules, routine, and emergency maintenance on Election's vehicles to support the daily operations of the department.
- Works in collaboration with other department staff to recruit ballot board members, public testers and other temporary/seasonal workers, as necessary.
- Collaborates with election parties, elected officials and state entities on staffing concerns including confirming election participation parameters.
- Conducts analysis to ensure polling locations are American Disability Act (ADA) compliant
- Maintains and update poll worker databases and management systems.
- Serves as primary contact for recruitment questions from the public, and internal and external entities.
- Creates and maintains polling locations contact sheets.
- Collaborates with the Equipment Data Coordinators to schedule logistical and equipment deliveries.
- Coordinates and reserves various polling locations for early voting and election day.
- Conducts analysis and research to determine the number of polling locations needed to accommodate election participation.
- Collaborates with leadership on determining election equipment, and furniture needs for polling locations.
- Prepares and tracks various financial documents associated with reservations, recruitment, and equipment costs.
- Develops marketing and communication materials for polling locations.
- Oversees and conducts poll worker recruiting events and serves as liaison for recruiting and payroll concerns.
- Serves as a primary contact for the election Judge's hotline and assists with complex issues from elections judges and staff.
- Cross-trains with office staff in other areas to ensure continuity of departmental operations.
- Monitors multiple departmental email accounts relating to elections operations .
- Attends all meetings and trainings, as required.
- Performs special duties as assigned.

Knowledge Required

- Professional knowledge of the principles and practices of conducting federal, state, and local elections.
- Professional knowledge of Hays County Election Commission's mission, regulations, policies, and procedures.
- Professional knowledge of the Texas Secretary of State's Office general election procedures and guidelines.
- Professional knowledge of the Texas Election Code.
- Proficient knowledge of Hays County purchasing and personnel rules and regulations.
- Proficient knowledge of public administration principles and practices including budgeting, project management and employee supervision and training.
- Professional knowledge of basic arithmetic, algebra and statistics including add, subtract, multiply, divide, interest, decimals and percents.
- General knowledge of modern business office practices and procedures.
- General knowledge of Hays County regulations, policies, and procedures.

Required Skill

- Professional skill in planning and conducting federal, state, and local elections.
- Professional skill in reading, understanding and interpreting election laws and guidelines.
- Professional skill in recruiting and training election judges and clerks.
- Professional project management skills.
- Proficient skill in maintaining voter registration lists and other election records.
- Proficient supervisory skills.
- Proficient skill in following County fiscal policy and procedures.

- Proficient skill in establishing and maintaining effective working relationships with supervisors, co-workers, outside agencies and the public.
- General skill in operating standard office equipment, such as personal computers, calculators, and telephones.
- General computer skills.
- General organizational skills.
- General skill in planning, assigning, and coordinating activities.
- General skill in expressing oneself clearly and concisely, both orally and in writing.

Education and/or Experience

- Bachelor's degree in a related field.
- Two (2) years of supervisory experience.
- One (1) years of warehouse management experience in a government capacity.
- Registered Elections Official (REO) Certification within two (2) years of employment.
- Certified Elections/Registration Administrator Certification (CERA) within five (5) years of employment.

Other Qualifications, Certificates, Licenses, Registrations

- Class C Driver's License.
- Ability to maintain continuing education requirements for the State of Texas.

Supervision

- The Field Operations Coordinator and Elections Administrator, in consultation, develop the deadlines, projects, and work to be done. The Elections Administrator is informed of progress, potentially controversial matters, and assists this position with unusual circumstances that do not have a clear precedence.

Guidelines

The Field Operations Coordinator uses judgment in locating and selecting the appropriate guidelines such as Hays County policies and procedures, state, and federal regulations, established precedents, and work directions. This employee may interpret and adapt these guidelines for application to specific cases and problems. The Field Operations Coordinator must analyze the results and recommend changes. This position must have a strong work ethic. The Field Operations Coordinator must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude. The Field Operations Coordinator may be required to work outside of the normal office hours and may be deemed essential personnel in the event of an emergency.

Emotional Demands

This position must handle a stress level of planning, coordinating, and advising on work efforts trying to resolve operating problems by influencing or motivating members of the public and Hays County departments. The Field Operations Manager meets with contacts in a structured setting at Hays County facilities. The contacts are generally cooperative and working toward mutual goals.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to:

- Use of his/her hands and fingers to handle or feel.
- Reach with hands and arms.
- Talk.
- Hear.
- Occasionally stand, walk, kneel, or stoop.
- Occasionally lift and/or move up to 50 pounds.
- Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

Work Environment

While performing the duties of this job, the employee regularly works in an office setting. The employee may travel to various locations throughout the county to perform administrative functions. The work involves everyday risks or discomforts requiring normal safety precautions typical of offices, meeting rooms, or vehicles. The work area is adequately lighted, heated, and ventilated.

Acknowledgement

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the Hays County Personnel Policy Manual May 2000, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employ of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

Employee Signature

Date

List all accommodations that are needed to satisfactorily perform the essential functions of this position:



AGENDA ITEM REQUEST FORM: K. 11.

Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Commissioner Ingalsbe

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to adopt the Hays County FY 2024 Holiday Calendar. **INGALSBE**

Summary

Consideration and approval of the FY 2024 County Holiday Calendar for Courts and Departments planning purposes.

Attachments: Holiday Calendar FY 2024

Attachments

Holiday Calendar



HAYS COUNTY HOLIDAYS FOR 2024

NEW YEARS	JAN	01	MON
MARTIN LUTHER KING'S BIRTHDAY.....	JAN	15	MON
PRESIDENT'S DAY.....	FEB	19	MON
GOOD FRIDAY.....	MAR	29	FRI
MEMORIAL DAY.....	MAY	27	MON
JUNETEENTH.....	JUN	19	WED
INDEPENDENCE DAY.....	JUL	04	THU
LABOR DAY.....	SEP	02	MON
INDIGENOUS PEOPLES' / COLUMBUS DAY.	OCT	14	MON
VETERAN'S DAY.....	NOV	11	MON
THANKSGIVING.....	NOV	27	WED
	NOV	28	THU
	NOV	29	FRI
CHRISTMAS.....	DEC	24	TUE
	DEC	25	WED
	DEC	26	THU

PASSED AND ADOPTED THIS THE 24th DAY OF OCTOBER 2023

HAYS COUNTY COMMISSIONERS' COURT

County Judge

Commissioner Pct. 1

Commissioner Pct. 2

Commissioner Pct. 3

Commissioner Pct. 4

ATTEST:

COUNTY CLERK



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Miller

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the Hays County Health Department to provide flu vaccines to county employees and their eligible dependents enrolled in the county health plan. **INGALSBE/MILLER**

Summary:

Discussion and possible action to authorize the Hays County Health Department to provide flu vaccines to county employees and their eligible dependents enrolled in the county health plan. Health Department staff will be at the following Open Enrollment meetings to administer the vaccines:

October 24, 2023 Tuesday -- Hays County Precinct 2 -5458 FM 2770 Crystal Meadow Dr. Kyle, Texas 78640 (10:00 a.m. to 12:00 p.m.)

October 25, 2023 Wednesday -- Hays County Government Center 712 S. Stagecoach Trail suite 1063 San Marcos, Texas 78666 (9:00 a.m. to 12:00 p.m.)

October 31, 2023 Wednesday -- Hays County Government Center 712 S. Stagecoach Trail suite 1063 San Marcos, Texas 78666 (9:00 a.m. to 12:00 p.m.)

November 01, 2023 Wednesday -- Hays County Precinct 3 -- 200 Stillwater Rd. Wimberley, Texas (9:00 a.m. to 11:00 a.m.)

November 09, 2023 Monday -- Development Services -2171 Yarrington Rd. Kyle, Texas 78640 (7:00 a.m. to 10:00 a.m.)

November 09, 2023 Wednesday -- Hays County Precinct 4 -- 195 Roger Hanks Pkwy, Dripping Springs (12:00 p.m. to 2:00 p.m.)

Fiscal Impact:

Amount Requested: TBD

Line Item Number: 120-675-00.5230

Budget Office:

Source of Funds: Family Health Services Fund

Budget Amendment Required Y/N?: N/A

Comments: Funds are 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, Vaccines Expense

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Stephanie Hunt

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Cohen

Agenda Item:

Discussion and possible action authorizing the execution of a Product Schedule and Order Agreement with Ricoh USA, Inc. to add a printer/copier for the Purchasing Office, \$163.50 monthly. **COHEN/SMITH/HUNT**

Summary:

The Purchasing 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:

Line Item Number:

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Funds were budgeted for an 11/13 delivery date.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Buyboard Contract #713-23

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

Ricoh Agreement - Purchasing Office

Ricoh Quote - Purchasing Office



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	% 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>Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____</p> <p>Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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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 checked="" type="checkbox"/> PO Included PO# | <input checked="" type="checkbox"/> PS Service (Subject to and governed by additional Terms and Conditions) |
| <input checked="" type="checkbox"/> TS PO# (if applicable) | <input checked="" type="checkbox"/> IT Service (Subject to and governed by additional Terms and Conditions) |
| <input type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate) | <input type="checkbox"/> Fixed Rate Service Term <u>60 Months</u> |
| <input checked="" type="checkbox"/> Syndication | |
| <input checked="" 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	4500	0.0095	300	0.0469	\$22.48



BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN CONNECT - SEG BC2	1
EXP REBATE 1	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. (“Rico”) 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 un-remedied 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



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
Purchasing Office	Color/BW	1500	100	no	IMC2510	\$ 135.76	\$ 22.48	\$ 5.26	\$ 163.50
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
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<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	
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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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Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Shari Miller

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to award RFP 2023-P11 Property & Liability Insurance to Texas Association of Counties and authorize staff and the District Attorney Civil Division to negotiate a contract. **BECERRA/MILLER**

Summary

On September 12, 2023, the Commissioners Court approved specifications and authorized the Purchasing Office to solicit for Property & Liability Insurance Coverage. Purchasing received one (1) proposal from Texas Associate of Counties.

After evaluation of the proposal, the evaluation committee's recommendation is to pursue negotiations with Texas Association of Counties. Upon successful negotiations a contract will be brought back before court to approve and finalize contract award.



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Marcus Pacheco

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement (ILA) between Hays County and the City of Wimberley regarding floodplain administration and environmental health services for a period not to exceed 12 months. **SHELL/PACHECO**

Summary:

The City of Wimberley has continuously requested the County's assistance in administering their flood protection, on-site sewage facilities, and food establishment programs. This includes the review, inspection, and enforcement of the programs regulation within the incorporated limits.

This agreement outlines the arrangement of the City of Wimberley rescinding their On-Site Sewage Facility and Food Establishment regulations. Hays County will be administering and enforcing County regulations in place of the City regulations.

This agreement is for a duration of 12 months following the approval in Commissioners Court. ILA has Hays County administering & enforcing city ordinances. At the end of the 12 months, a new agreement will need to be approved. The agreement as drafted, requests a cost of \$3,000.00 per month to the County for these services.

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-657-00-4301

Budget Office:

Source of Funds: City of Wimberley

Budget Amendment Required Y/N?: No

Comments: NA

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments: N/A

Auditor's Office

G/L Account Validated Y/N?: Yes, Intergovernmental Revenues

New Revenue Y/N?: N/A

Comments:

Attachments

City of Wimberley Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY, TEXAS AND THE CITY OF WIMBERLEY, TEXAS REGARDING FLOODPLAIN ADMINISTRATION AND ENVIRONMENTAL HEALTH SERVICES

This Interlocal Agreement (the "ILA") regarding Floodplain Administration and Environmental Health Services is made on the last date entered below between the City of Wimberley, a Texas general law municipality (the "City"), and the County of Hays, a political subdivision of the State of Texas (the "County"), collectively referred to hereinafter as "the Parties." This ILA is for floodplain administration, environmental services for on-site sewage facilities ("OSSF"), and health inspection services for the area within the boundaries of the City.

WHEREAS, the City desires to comply with the National Flood Insurance Program within the boundaries of the City; and

WHEREAS, the City desires the County to administer the Flood Damage Prevention Regulations for the area within the boundaries of the City; and

WHEREAS, the City has adopted Flood Damage Prevention Regulations, which are necessary to comply with the National Flood Insurance Program; and

WHEREAS, the City desires to comply with the Texas Health and Safety Code for On-Site Sewage Facility Regulations (OSSF) within the boundaries of City; and

WHEREAS, the City has rescinded its OSSF Regulations, and desires to use and enforce County regulations, which are necessary to comply with the Texas Health and Safety Code; and

WHEREAS, the City desires to comply with the Texas Health and Safety Code for Retail Food Establishment Regulations within the boundaries of the City; and

WHEREAS, the City has rescinded its Food Establishment Regulations, and desires to use and enforce County regulations, which are necessary to comply with the Texas Health and Safety Code; and

WHEREAS, the City desires that Hays County administer Environmental Health Services for the area within the boundaries of the City; and

WHEREAS, this agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code.

NOW THEREFORE the County and City mutually agree as follows:

I. PURPOSE

1.01 General. This Agreement will outline the services rendered by the County for review, inspections, and enforcement of Regulations adopted by the City and County. The City grants authority to the County to provide the application process, review, inspections, and enforcement of this Agreement under the Regulations adopted.

II. CITY OBLIGATIONS

2.01 City Obligations. The City shall review its Flood Damage Prevention Regulations from time to time and may update such Regulations. The City shall take any and all actions necessary to remain in compliance with Federal, State, and local Regulations during the entire term of this Agreement. As consideration for performance of this Agreement by the County, the City agrees to pay a monthly flat fee in the amount of Three Thousand Dollars

(\$3,000.00 USD) and shall be paid directly to Hays County for services rendered. All such funds shall be retained to pay for services rendered by the County and the City shall not be obligated to pay any additional funds for the services rendered under this Agreement.

III. COUNTY OBLIGATIONS

3.01 County Obligations. The parties agree the County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County in its discretion sees fit.

Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the County, except as herein provided. The parties agree that the County shall be acting as an independent contractor for the City in performing services contemplated by this Agreement. The County shall hold the City free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or negligence of the City.

The County will perform all duties of Floodplain Administrator as provided in said Regulations and provide to the City reviews, inspections, and enforcement. The City will accept application(s), supporting document(s), and collect all fees. The City shall timely forward all correspondences relating to the subject matter of the Regulations and shall promptly refer all inquiries to the County with attention to the Director of Hays County Development Services, and/or their designee(s). The City, by and through its governing body, shall perform all duties required of the City and/or the governing body under the Regulations, including preparation of all permit documents. The Director and/or their designee(s) shall respond to all correspondence between the City and County within five (5) business days.

The County will review, inspect, permit, and enforce its OSSF Regulations. The County will accept application(s), supporting document(s) and collect all fees. The City, by and through its governing body, shall perform all duties required of the City and/or the governing body under the Regulations.

The County will review, inspect, permit, and enforce its Food Establishment Regulations. The County will accept application(s), supporting document(s) and collect all fees. The City, by and through its governing body, shall perform all duties required of the City and/or the governing body under the Regulations.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach, or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency, or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms, including without limitation the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, Texas Government Code.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the acceptance of the project, or upon final reimbursement of costs by the City, whichever is later. It is expressly understood and agreed that this Agreement may be terminated for any reason at any time by either party upon thirty (30) days written notice. The Agreement will have no force or effect until duly executed by all parties. This Agreement shall terminate after one (1) year from the effective date. A renewal of this Agreement or extension may be granted if notification is given in writing to both parties at a minimum of thirty (30) days prior to the expiration.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Default and Remedies. If the City fails to make reimbursement payments under this Agreement and continues such failure for thirty (30) days after the County provides written notice to cure, the City shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, the City may, in addition to any other remedy at law or equity, immediately terminate this Agreement or seek specific performance of this Agreement.

5.05 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.07 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the map attached hereto as Exhibit A.

5.08 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.09 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Hays County, Texas.

5.10 Notices. Any notices given under this Agreement will be effective if: (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY: City of Wimberley
221 Stillwater
Wimberley, TX 78676
512-847-0025

COUNTY: Hays County Department of Development Services
2171 Yarrington Road
Kyle, TX 78640
512-393-2150

WITH COPY TO: Hays County Criminal District Attorney's Office
Downtown Office
111 E. San Antonio St. #202
San Marcos, TX 78666

5.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.12 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.14 No Joint Venture. The Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS THEREOF, the Parties have each executed this Agreement, this the _____ day of _____, 2023 (“Effective Date”).

HAYS COUNTY

BY: _____
Ruben Becerra, Hays County Judge

DATE: _____

ATTEST: _____
Elaine H. Cardenas, County Clerk

CITY OF WIMBERLEY

BY: Gina V. Fulkerson
Gina Fulkerson, City of Wimberley Mayor

DATE: 10-19-2023

ATTEST: Tammy Heller
Tammy Heller, City of Wimberley Secretary



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Constable Don Montague

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize Constable Pct. 3 to utilize Classic Collision for vehicle repairs to a 2023 leased Tahoe and amend the budget accordingly. **SHELL/MONTAGUE**

Summary:

The Constable Pct. 3 Office received a 2023 leased Tahoe in the FY23 budget which was delivered to Dana Safety for the police equipment upfit. The vehicle received extensive body damage on September 24, 2023 during a hail storm in Round Rock while on the lot awaiting the equipment installation. Enterprise claims transfer of ownership once vehicle is delivered to the upfit vendor, therefore funding will need to be identified.

Fiscal Impact:

Amount Requested: \$14,285.41

Line Item Number: 001-637-00.5413

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$14,286 - Increase Constable Pct. 3 Vehicle Maintenance 001-637-00.5413

(\$14,286) - Decrease County-Wide Self Insurance 001-645-00.5342

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: 2 Quotes obtained, waiting on third

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

Classic Collision Quote



Classic Collision Dripping Springs

3990 US-290, Dripping Springs, TX 78620
Phone: (512) 894-3888

Workfile ID: 606f0c46
PartsShare: 7B3vgT
Federal ID: 81-4417129
State ID: n/a
Federal EPA: n/a
State EPA: n/a

Preliminary Estimate

Customer: HAYS COUNTY CONSTABLE OFFICE PCT 3

Written By: Les Kubena

Insured: HAYS COUNTY CONSTABLE OFFICE PCT 3
Policy #:
Claim #: NA
Type of Loss:
Date of Loss:
Days to Repair: 0
Point of Impact: 27 Hail

Owner: HAYS COUNTY CONSTABLE OFFICE PCT 3
200 STILLWATER
SUITE 106
WIMBERLEY, TX 78676
(512) 847-5532 Business
Inspection Location: Classic Collision Dripping Springs
3990 US-290
Dripping Springs, TX 78620
Repair Facility
(512) 894-3888 Business
Insurance Company:

VEHICLE

2023 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

VIN: 1GNSCLEDXPR330108
License:
State: TX
Interior Color:
Exterior Color: WHITE
Production Date: 3/2023
Mileage In: 610
Mileage Out:
Condition:
Vehicle Out:
Job #:

TRANSMISSION	Air Conditioning	AM Radio	Xenon or L.E.D. Headlamps
Automatic Transmission	Intermittent Wipers	FM Radio	Positraction
POWER	Tilt Wheel	Stereo	Lane Departure Warning
Power Steering	Cruise Control	Search/Seek	ROOF
Power Brakes	Rear Defogger	Auxiliary Audio Connection	Luggage/Roof Rack
Power Windows	Keyless Entry	SAFETY	SEATS
Power Locks	Alarm	Drivers Side Air Bag	Cloth Seats
Power Mirrors	Message Center	Passenger Air Bag	3rd Row Seat
Heated Mirrors	Steering Wheel Touch Controls	Anti-Lock Brakes (4)	WHEELS
Power Driver Seat	Rear Window Wiper	4 Wheel Disc Brakes	Aluminum/Alloy Wheels
Power Passenger Seat	Telescopic Wheel	Traction Control	PAINT
DECOR	Climate Control	Stability Control	Clear Coat Paint
Dual Mirrors	Dual Air Condition	Front Side Impact Air Bags	TRUCK
Privacy Glass	Backup Camera	Head/Curtain Air Bags	Trailer Hitch
Console/Storage	Parking Sensors	Communications System	Trailer Package
CONVENIENCE	RADIO	Hands Free Device	Running Boards/Side Steps

Preliminary Estimate

Customer: HAYS COUNTY CONSTABLE OFFICE PCT 3

2023 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	ESTIMATE WRITTEN FOR VISIBLE DAMAGES ONLY		1			
2	#	ALL REPAIRS SUBJECT TO CHANGE FOR PART PRICE INCREASES		1			
3	#	AND/OR POSSIBLE HIDDEN DAMAGES		1			
4	FRONT BUMPER & GRILLE						
5	R&I	R&I bumper cover				1.7	
6	#	R&I Grille guard				2.0	
7	FRONT LAMPS						
8	R&I	RT Headlamp assy				0.5	
9	R&I	LT Headlamp assy				0.5	
10	HOOD						
11	Repl	Hood	85112715	1	1,151.27	1.5	3.2
12		Add for Clear Coat					1.3
13		Add for Underside(Complete)					1.6
14	FENDER						
15	*	PDR RT Fender Note: PDR 10 quarter		1	<u>150.00</u> X		
16	#	Oversize 3 @ \$50.00		1	150.00 X		
17	R&I	RT Fender liner w/o Z71, Police, SSV				0.3	
18	ELECTRICAL						
19	*	R&I Antenna assy w/sat radio				<u>0.3</u>	
20	WINDSHIELD						
21	Repl	Windshield GM, w/o head-up display w/o video display mirror	84734332	1	602.15	Incl.	
22		Aim lane assist camera			m	0.5	
23	**	Repl A/M Urethane kit		1	37.50		
24	COWL						
25	Repl	Cowl grille Tahoe	84830106	1	140.67	0.5	
26	ROOF						
27	Repl	Roof panel w/luggage rails	84607741	1	985.93	22.0	5.4
28		Overlap Major Non-Adj. Panel					-0.2
29		Add for Clear Coat					1.0
30	R&I	RT Roof molding w/luggage rack				Incl.	
31	R&I	LT Roof molding w/luggage rack				Incl.	
32	R&I	R&I headliner				Incl.	
33	#	R&I Light bar				1.5	
34	#	R&I A/M Antenna				0.5	
35	PILLARS, ROCKER & FLOOR						
36	*	Rpr RT Uniside assy			s	<u>18.0</u>	<u>3.0</u>
37		Overlap Major Adj. Panel					-0.4

Preliminary Estimate

Customer: HAYS COUNTY CONSTABLE OFFICE PCT 3

2023 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

38	*		Add for Clear Coat					0.5
39	*	Rpr	LT Uniside assy			s	<u>12.0</u>	<u>3.0</u>
40			Overlap Major Adj. Panel					-0.4
41	*		Add for Clear Coat					0.5
42	#	R&I	LT Spot light				1.0	
43	FRONT DOOR							
44	*	PDR	RT Door shell w/o body side moldings	1	<u>225.00</u>	X		
			Note: PDR 16 quarter					
45	#		Oversize 2 @ \$50	1	100.00	X		
46		Repl	RT Belt molding chrome	84844388	1	59.65	0.3	
47		R&I	RT R&I trim panel				0.4	
48		Repl	RT Upper molding black	84988667	1	134.35	0.2	
49	*	PDR	LT Door shell w/o body side moldings	1	<u>150.00</u>	X		
			Note: PDR 15 quarter					
50		Repl	LT Belt molding chrome	84844387	1	59.65	0.3	
51		Repl	LT Upper molding black	84988666	1	134.35	0.2	
52		R&I	LT R&I trim panel				0.4	
53	REAR DOOR							
54	*	PDR	RT Door shell w/o body side moldings	1	<u>225.00</u>	X		
			Note: PDR 16 quarter					
55		Repl	RT Belt molding chrome	84914983	1	63.77	0.3	
56	#		Oversize 3 @ \$50	1	150.00	X		
57		Repl	RT Upper molding black	84988671	1	77.07	0.2	
58		R&I	RT R&I trim panel				0.4	
59	*	PDR	LT Door shell w/o body side moldings	1	<u>100.00</u>	X		
			Note: PDR 5 quarter					
60	#		Oversize 1 @ \$50	1	50.00	X		
61		Repl	LT Belt molding chrome	84914982	1	63.77	0.3	
62		Repl	LT Upper molding black	84988670	1	77.07	0.2	
63		R&I	LT R&I trim panel				0.4	
64	QUARTER PANEL							
65	*	PDR	RT Quarter panel	1	<u>225.00</u>	X		
			Note: PDR 20 quarter					
66	#		Oversize 4 @ \$50	1	200.00	X		
67		Repl	RT Upper molding black	84864987	1	200.15	0.2	
68	*	PDR	LT Quarter panel	1	<u>150.00</u>	X		
			Note: PDR 15 quarter					
69	#		Oversize 2 @ \$50	1	100.00	X		
70		Repl	LT Front molding black	85136434	1	127.30	0.2	
71	LIFT GATE							
72		R&I	R&I liftgate assy				1.4	
73	REAR LAMPS							

Preliminary Estimate

Customer: HAYS COUNTY CONSTABLE OFFICE PCT 3

2023 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

74	R&I	RT Tail lamp				0.4
75	R&I	LT Tail lamp				0.4
76	REAR BUMPER					
77	R&I	R&I bumper cover				1.1
78	#	Repl Corrosion protection primer	1	8.00	T	0.2
79	#	Rpr Color sand and buff				0.5
80	#	Repl Cover Car	1	5.00	T	0.2
81	#	Subl Hazardous waste removal	1	5.00		
82	#	Repl Panel bond adhesive	1	74.02	T	
83	#	Repl Seam sealer/caulking	1	35.61	T	
84	#	Cover interior	1	5.00	T	0.2
85	#	Disconnect battery cable	1			0.2 M
86	VEHICLE DIAGNOSTICS					
87	*	Repl Post-repair scan	1		m	<u>1.0</u> M
88	#	Calibrate ADAS Systems (per invoice)	1	1.00	X	
SUBTOTALS				6,023.28	72.4	18.5

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				3,919.65
Body Labor	71.2 hrs	@	\$ 72.00 /hr	5,126.40
Paint Labor	18.5 hrs	@	\$ 72.00 /hr	1,332.00
Mechanical Labor	1.2 hrs	@	\$ 130.00 /hr	156.00
Paint Supplies	18.5 hrs	@	\$ 53.00 /hr	980.50
Body Supplies	58.3 hrs	@	\$ 4.00 /hr	233.20
Miscellaneous				878.63
PDR				1,225.00
Subtotal				13,851.38
Sales Tax	\$ 5,260.98	@	8.2500 %	434.03
Grand Total				14,285.41
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				14,285.41

MyPriceLink Estimate ID / Quote ID:

1141102032266993664 / 130238399

Customer: HAYS COUNTY CONSTABLE OFFICE PCT 3

2023 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

WARRANTY - Completed repairs are warrantied as long as you own the specified vehicle. The warranty applies only if the defects occur under normal driving conditions and as a result of faulty repairs or workmanship. The warranty shall be deemed null and void in the event the vehicle has been subject to accidents, alterations, negligence, abuse, or misuse. Specifically excluded from the warranty are scratches and chips acquired from driving conditions or intentional negligent acts. This four-part written warranty with specific additional limitations pertaining to each section as described below.

1. Metal work - Classic Collision provides a limited lifetime warranty against defective workmanship, which includes welding and the application of materials, utilized in the repair process against cracking, flaking, pitting, and deterioration (excluding recurring rust). Classic Collision will after inspection and at its sole discretion, repair and repaint any metal work warrantied.

2. Painting, stripes, and decals - We provide a limited lifetime warranty on all paint and paint related items. We also provide a limited lifetime warranty on the application of decorative stripes and decals excluding fading, cracking or other defects caused by environmental conditions, road hazards, or negligent or intentional acts that the vehicle may have been exposed to. Classic Collision will after inspection and at its sole discretion, replace and repaint any paint related item warrantied herein.

3. Mechanical repairs - We provide a limited lifetime warranty on the workmanship of all mechanical repairs excluding parts failures after the expiration of any applicable manufacturer warranty, pertaining to the original collision repair excluding air-conditioning, suspension, and electrical items. Classic Collision will after inspection and at its sole discretion, replace and repair any mechanical related work warrantied herein.

4. Parts - We warranty that the parts and materials utilized in the repair of your vehicle are of premium quality except that used, reconditioned, or non-OEM parts may be used, but only when agreed to by either yourself or by the requirement of your insurance provider. These parts, as described on the repair order, are subject to the guarantee or warranty of the manufacturer.

Classic Collision specifically disclaims all liability for damages including consequential, incidental, and punitive damages resulting from defective parts or materials. Specifically excluded are costs such as towing fees, rental charges, travel expenses, incidental, special, or consequential damages, or loss of use claims. Also excluded are consequential damages to assemblies and components resulting from a defective part or installation of said part during the repair process.

This warranty may not be varied, supplemented, qualified, or interpreted by any prior course of dealings and is limited (non-transferrable) to the original vehicle owner at the time the repairs are made. Additionally, the warranty is null and void if the repair is altered, adjusted, or tampered with by a non-authorized person. To be eligible for warranty coverage, you must submit your claim property upon discovery of the defect.

DISPUTE RESOLUTION - As a condition of any warranty implied or otherwise, the customer acknowledges and agrees that in the event of any dispute related to the limited lifetime warranty or repairs performed by Classic Collision then such dispute will be submitted for resolution by binding arbitration.

Customer: HAYS COUNTY CONSTABLE OFFICE PCT 3

2023 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GC21, CCC Data Date 10/02/2023, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

**Hays County Commissioners Court**

Date: 10/24/2023

Requested By:

Daphne Tenorio, Hays County Treasurer

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize the Hays County Treasurer to hire a temporary full-time employee effective October 30, 2023 through December 29, 2023 to assist in the Compliance Division and amend the budget accordingly. **BECERRA/TENORIO**

Summary:

The Treasurer's office is currently undertaking a large review of the County's case files. This reconciliation has taken precedence due to a level of open record requests and defendant review requests.

This position will assist with copying, scanning, sorting and compiling documents, as well as assist the Compliance Department in the following areas:

- (1) in reconciling the court files with the data in our Odyssey system
- (2) in reconciling the court files with OmniBase
- (3) in reconciling the court files with Collections system

This position must be willing to sign a confidentiality agreement as well as pass a background check. The position will require read only access to various computer systems. This position will work under the supervision of the Treasurer.

Fiscal Impact:

Amount Requested: \$5,426

Line Item Number: 001-620-00]

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Potential funding source, County-Wide salary adjustments.

40	Hrs per week	Budget Amendment	
9	Weeks	5,040	Increase Staff Salaries 001-620-00.5021
\$ 14.00	Hrly Rate	313	Increase FICA 001-620-00.5101_100
\$ 5,040	Base Salary	73	Increase Medicare 001-620-00.5101_200
\$ 386	Fringe	5,426	Total Required
\$ 5,426	Total Needed	(5,426)	Decrease Co-Wide Salary Adj 001-645-00.5091

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?:

Comments:



Hays County Commissioners Court

Date: 10/24/2023

Requested By:

Constable Don Montague

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the Constable Pct. 3 Office to utilize Lower Colorado River Authority (LCRA) for vehicle equipment removal and installation services and amend the budget accordingly. **SHELL/MONTAGUE**

Summary:

The Constable's Office is in need of specialized services in order to have five vehicles (two owned, three leased) law enforcement equipment removed and re-installed in replacement 2023 vehicles. This will allow older leased vehicles to be returned to the leasing company and get new replacement vehicles issued to Deputy Constables and in service to the community.

Fiscal Impact:

Amount Requested: \$5,336.65

Line Item Number: 001-637-00.5413

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$5,337 - Increase Vehicle Maintenance 001-637-00.5413

(\$3,337) - Decrease Vehicle Leases 001-637-00.5475

(\$2,000) - Decrease Uniforms 001-637-00.5474

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Interlocal Agreement

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

LCRA Quote



Proposal

Telecommunications Work Sheet

6641 E. Ben White Blvd., Austin TX 78744
24 Hour Phone 1-877-527-2862 & Fax 1-512-356-6445
Radio Shop Phone 1-512-730-6457 & Fax 1-512-482-6299
Telecommunications

Customer: HAYS COUNTY CONSTABLE 3
Address: 712 S Stagecoach Trl, Ste 1071
San Marcos, Texas 78666

Work Order #: 000000006366255
***Date:** 10/18/23

Pricing is valid for 30 days from the date of this Proposal.

Statement of Work: Hays County Constable 3: Remove and Re-Install Mobile Radios

Purchase Order #: PO:

Comments: Remove equipment from 2018, 2014, 2012 Vehicles and Install Radio, Radar, Cradle Point in 2023 F150s

Labor

TASK ID	Task Description	Hours	Rates	Line Cost
92070	Remove equipment from 4 units 3-2018, 2014, 2012 incl Lights, Radar, Consoles, Docks, Cradle Point	12.0	\$125.00	\$1,500.00
92080	Install Radio, Radar and Cradle Point into 2023 F150s	24.0	\$125.00	\$3,000.00
92081	Install CradlePoint from 2014 Unit into 2023 Unit	2.0	\$125.00	\$250.00
Labor Sub Total:				\$4,750.00

Material

TASK ID	Item	Description	Qty	Unit Cost	Line Cost
92080	1601002300	COAX, NMO MOUNT, 3/4 IN, NO CONNECTOR	4	\$12.94	\$51.77
92080	1601002360	TNC MALE CRIMP CONNECTOR RG58,141	4	\$2.42	\$9.68
92080	1604006135	LOW PROFILE ANTENNA, 740-870 MHz, BLACK	4	\$26.86	\$107.43
92080		Faceplate-please specify console type	4	\$37.95	\$151.80
92080		Mileage	280	\$0.95	\$265.97
Material Sub Total:					\$586.65

Labor Total: \$4,750.00

Material Total: \$586.65

Job Total: \$5,336.65

This is not an invoice - Do not pay

If Proposal is accepted, work and equipment provided shall be subject to the Interlocal Cooperation Agreement for Mobile Radio Services and Equipment, or other applicable master agreement, between LCRA and Customer.



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

Hays County Commissioners Court

Date: 10/24/2023

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.
