

**Commissioners Court -- NOVEMBER 7, 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 **NOVEMBER 7, 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 declaring November 7, 2023 as Lieutenant Colonel George C. Carruthers Day and recognize Lt. Col. Carruthers for his recent 100th Birthday and selection for the French Legion of Honor. **SHELL**
2. Adopt a Proclamation declaring November 5 - 11, 2023 as Dr. Elvin Holt Week in Hays County. **INGALSBE**
3. Adopt a Proclamation declaring November 2023 as Turkeys Tackling Hunger Month. **BECERRA**
4. Adopt a Proclamation declaring November 13-19, 2023 as Global Entrepreneurship Week 2023, a week of inclusion through international collaboration and mentorship. **BECERRA**
5. Presentation by Uber representative, Rick Koch, regarding potential transportation options for the County. **COHEN/INGALSBE**

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 24, 2023. **BECERRA/CARDENAS**

5. Approve the payment of the November 15, 2023 payroll disbursements in an amount not to exceed \$4,100,000.00 effective November 15, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/DORSETT**
6. Authorize Building Maintenance to purchase a new Carpet Extractor in the amount of \$3,588.39 and amend the budget accordingly. **SMITH/T.CRUMLEY**
7. Authorize the execution of an Interlocal Agreement between Hays County and Travis County for participation in the Sheriff's Combined Auto Theft Enforcement Task Force; establishing one additional Detective position and amend the budget accordingly. **INGALSBE/T. CRUMLEY/CUTLER**
8. Authorize a budget amendment for the Health Department in the amount of \$414.00 to Mohawk Medical Mall for shipping costs on two medical exam tables and amend the budget accordingly. **COHEN/T.CRUMLEY**
9. Authorize a revision to the Texas Department of State Health Services (DSHS) Health Equity Grant budget, adding two additional intern positions to the Health Department, and amend the budget accordingly. **COHEN/T.CRUMLEY**
10. Authorize payment to Rick's Lock & Key in the amount of \$1,228.90 for additional locks and cores needed for the Election IT Building Remodel. **SHELL/T.CRUMLEY**
11. Approve the appointments of the following individuals to the Capitol Area Metropolitan Planning Authority Technical Advisory Committee: Winton Porterfield as primary member and Marti Reich as alternate, and Angela Kennedy as the Small Cities primary member and Aaron Reed as the Small Cities alternate member. **INGALSBE/SMITH/BORCHERDING**
12. Authorize Building Maintenance to purchase a new Tornado Floor Scrubber in the amount of \$1,478.13 and amend the budget accordingly. **SHELL/T.CRUMLEY**
13. Approve the resolution amending authorized representatives for the Tax Office Texpool account. **BECERRA/O'KANE**
14. Authorize the execution of the Third Amendment to the Interlocal Cooperation Agreement between Hays County and Comal County for Jail Services, effective January 1, 2024. **SHELL/CUTLER**
15. Receive and ratify the finalized Purchase Agreement between Hays County and the Hill Country Land Reserve, LLC. related to Parks and Open Space bond project **SHELL**
16. Authorize the execution of an annual renewal agreement between Hays County and Samsara in the amount of \$11,700.00 for continued access to the GPS tracking system used for vehicles under Countywide Operations. **INGALSBE/T.CRUMLEY**
17. Accept delivery of the Auditor's Office Quarterly Internal Examination Reports. **VILLARREAL-ALONZO**
18. Authorize the County Judge to execute a proposal from Security One Inc. for the purchase and installation of two additional security cameras for the Elections IT Building in the amount of \$4,524.18 and amend the budget accordingly. **SHELL/T.CRUMLEY**
19. Approve Utility Permits. **SHELL/SMITH/BORCHERDING**
20. Authorize the County Judge to execute a contract renewal with TransUnion for investigative purposes for the Sheriff's Office, with a proposed price increase of \$168.00 monthly. **INGALSBE/CUTLER**
21. Authorize the execution of a resolution and the submission of a grant application to the Capital Area Council of Governments, FY24 Solid Waste Grant Program in the amount of \$18,298.00. **INGALSBE/T.CRUMLEY/HIGGINS**
22. 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 Redwood Apartments, Hays County, Texas. **INGALSBE**
23. Approve the IT & Elections Department to purchase a refrigerator and microwave for the new IT-Elections Building, total not to exceed \$950.00. **SHELL/DOINOFF/MCGILL**

24. Approve and accept the official oath and set the required bond amount for the newly appointed Justice of the Peace, Pct. 2-2. **COHEN/MENDOZA**
25. Authorize a discretionary exemption per Texas Local Government Code 262.024 (a)(7)(D) captive replacement parts or components for equipment, for the Sheriff's Office, Jail Division to purchase software for employee entry access at the Public Safety Building and Jail Facility. **INGALSBE/CUTLER**
26. Authorize reimbursement to Terri Van Ackeren for venue rental fees at Dripping Springs Ranch Park related to a Community Forum held on October 2, 2023. **BECERRA**
27. Adopt a resolution supporting a Multiple Use Agreement (MUA) with the Texas Department of Transportation (TxDOT) allowing the installation and operation of automated license plate recognition cameras in the TxDOT right-of-way and authorizing the Civil Division of the Hays County Criminal District Attorney's Office to execute such MUA. **SMITH/CUTLER**

H.

ACTION ITEMS

I.

ROADS

1. Discussion and possible action to authorize the County Judge to execute a Professional Service Agreement with Lockwood, Andrews and Newnam, Inc. to provide engineering services for improvements at the intersection of Old Stagecoach and Post Road in Precinct 3. **SHELL/BORCHERDING**
2. Discussion and possible action to authorize the execution of Change Order #1 to the Professional Services Agreement between Hays County and WSB Inc., dated February 1, 2022, to add an additional \$38,503.75 to account for design changes related to local input regarding dark sky lighting and the addition of construction phase services, and extend the contract by an additional year. **SHELL/BORCHERDING**
3. Discussion and possible action to approve a resolution requesting the Texas Department of Transportation (TxDOT) add a segment of Yarrington Road to the State Highway System for ownership and maintenance of the right-of-way as part of the FM 110 North project. **INGALSBE/BORCHERDING**
4. Discussion and possible action to approve an Advance Funding Agreement Amendment #1 for the District Safety Program On-System for the RM 3237 Intersection Improvements and authorize the County Judge to execute the Advance Funding Agreement Amendment #1 on behalf of Hays County. **SHELL/BORCHERDING**
5. Discussion and possible action to approve the selection of Cobb, Fendley & Associates, Inc. to provide utility coordination services for RM 2325 Sidewalks project in Precinct 3; and authorize staff and counsel to negotiate a contract. **SHELL/BORCHERDING**
6. Discussion and possible action to consider the release of the subdivision bond #ES00012802 in the amount of \$2,174,384.25 for Headwaters at Barton Creek, Phase 3. **SMITH/BORCHERDING**
7. Discussion and possible action to accept fiscal surety for street and drainage improvements in the amount of \$272,576.87 for the Caliterra Subdivision, Phase 5, Section 13 (Site Improvement Performance Bond No. 800166069). **SMITH/BORCHERDING**
8. Discussion and possible action to consider the release of the Letter of Credit #20234030 in the amount of \$48,344.00 for 6 Creeks, Phase 1, Section 12. **SHELL/BORCHERDING**

J.

SUBDIVISIONS

1. PLN-2247-PC; Hold a Public Hearing, followed by discussion and possible action regarding Stagecoach Ranch, Sec 2, Lot 19E, Replat. **SHELL/PACHECO**
2. PLN-2272-PC; Hold a Public Hearing, followed by discussion and possible action regarding 3-G Ranch, Sec 1, Lot 1-A, Vacate and Replat. **INGALSBE/PACHECO**
3. PLN-2295-NP; Discussion and possible action regarding the ratification of the Jacobs Well Landing subdivision. **SHELL/PACHECO**

4. PLN-1900-NP; Discussion and possible action regarding the ratification of Prairie Lakes Subdivision, Phase 2, Section 1, Final Plat. **COHEN/PACHECO**
5. PLN-2062-NP; Discussion and possible action regarding the ratification of Prairie Lakes Subdivision, Phase 2, Section 2, Final Plat. **COHEN/PACHECO**

K.

MISCELLANEOUS

1. Discussion and possible action to authorize the execution of Work Authorization #4 in the amount of \$136,930.73 between Hays County and Half Associates, Inc. related to the 2020 Parks and Open Space Bond Program Master Services Agreement and amend the budget accordingly. **INGALSBE/T.CRUMLEY**
2. Discussion and possible action to change the name of the Hays County Local Health Department to Hays County Health Department. **INGALSBE/COHEN/T.CRUMLEY**
3. Discussion and possible action to adopt a resolution supporting the initiative of Hays Consolidated Independent School District in providing an armed security officer at each district campus. **COHEN/CUTLER**
4. Discussion and possible action to implement the proposed Hays County Intern Program guidelines. **COHEN/MILLER**
5. Discussion and possible action to approve the creation, bylaws, and structure for the Hays County Judicial Services Board, restructure the Pretrial Services Department as the Judicial Services Department, and appoint Commissioner Cohen to replace Commissioner Shell as a non-voting member on the Hays County Judicial Services Board. **SHELL**
6. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement with Blanco River Regional Recovery Team (BR3T) regarding a Rental/Utility Assistance Program for Hays County Citizens; including Project and Case Management as well as establishing a part-time temporary position for the Auditor's Office and amend the budget accordingly, and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(A)(4) Personnel or professional services. **INGALSBE/COHEN/SHELL**
7. Discussion and/or action regarding the authorization to approve specifications for RFP 2024-P01 Delinquent Justice, County and District Court Fees and Fines Collection Services and direct purchasing to solicit for proposals, advertise, and conduct in-person presentations from selected applicants. **BECERRA**
8. Discussion and possible action to consider salary increases for the County Court at Law Court Reporters and amend the budget accordingly. **BECERRA/SMITH/JOHNSON/BROWN/HALL**
9. Discussion and possible action to authorize the Constable Pct. 1 Office and Sheriff's Office to procure vehicle repairs for 2023 leased vehicles and amend the budget accordingly. **INGALSBE/SHELL/PETERSON/CUTLER**

L.

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

1. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. **BECERRA**
2. Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project Munch, Project Midnight Blue, Project Hot Pursuit, and Project Lion King. Possible discussion and/or action may follow in open court. **INGALSBE**
3. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Hillside Terrace in Precinct 2. Possible discussion and/or action may follow in open court. **COHEN**

4. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the employment and duties of the position of the Hays County Local Health Authority. 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 3rd day of November, 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: 11/07/2023

Requested By:

Shell

Sponsor:

Commissioner Shell

Agenda Item

Adopt a Proclamation declaring November 7, 2023 as Lieutenant Colonel George C. Carruthers Day and recognize Lt. Col. Carruthers for his recent 100th Birthday and selection for the French Legion of Honor. **SHELL**

Summary

Attachments

Lt Col Carruthers Day Proclamation



**PROCLAMATION DECLARING NOVEMBER 7, 2023 AS
LIEUTENANT COLONEL GEORGE C. CARRUTHERS DAY**

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

WHEREAS, Lieutenant Colonel George C. Carruthers was born in Dallas on October 19, 1923 and raised along with his three older sisters Dorthy, Allie and Dorris in Tyler during the depression, and

WHEREAS, Lt. Col. Carruthers graduated from John Tyler High school in 1941 and following the attack of Pearl Harbor, enlisted in the US Army Air Corps, completed training as a Bombardier, and was assigned to the 8th Air Force, 305th Bomb Group, 422 Bomb Squadron in Chelveston England in the spring of 1943, and

WHEREAS, on July 14, 1943 (Bastille Day) after completing a successful bombing mission over the Nazi-occupied Villacoublay Air Base, the 19 year old Second Lieutenant and his crew of the Boeing B-17F Flying Fortress *Windy City Challenger*, were attacked by two German fighters near Lieusaint France (30 miles southeast of Paris) resulting in the explosion of the plane, and

WHEREAS, four of the crew members, including Lt. Col. Carruthers, survived and were sent to Stalag Luft III as Prisoners of War, while seven crew members lost their lives that day, four of which are buried at the Epinal American Cemetery overlooking the Mosel River in northeastern France, and

WHEREAS, in late January 1945, with the Soviet Red Army nearing the camp, the Germans ordered the evacuation of Stalag Luft III, Lt. Col. Carruthers and nearly 10,000 other POWs were forced to march in the bitter cold and snow for a distance of 46 miles and were eventually sent to the overcrowded Stalag VII A POW camp, and

WHEREAS, on the morning of April 29, 1945, elements of Patton's 3rd Army attacked the SS troops guarding Stalag VII A, liberating the camp and freeing the POW's, and

WHEREAS, on May 8, 2010, the 65th anniversary of Victory in Europe, the City of Lieusaint dedicated a memorial to the crew of the *Windy City Challenger*, Lt. Col. Carruthers is now the last living survivor of the crew, and

WHEREAS, after the war, Lt. Col. Carruthers was assigned to various Bomb Wings, flying B-29, B-50, and B-47 bombers, including a one year tour in Vietnam where he flew over 100 combat missions in the 361st Tactical Electronic Warfare Squadron, after serving as Staff Navigator on C-141s for the 60th Military Airlift Wing, Lt. Col. Carruthers retired from the United States Air Force on November 1, 1972 after 30 years of service, and

WHEREAS, during his military career he was awarded various medals and ribbons, including the Distinguished Flying Cross, Purple Heart Medal, Air Medal with 5 Oak Leaf Clusters, and the Prisoner of War Medal, and

WHEREAS, in 2023, Lt. Col. Carruthers celebrated his 100th Birthday and was selected for the French Legion of Honor, the highest level of recognition awarded by the French Government for his service to France during WWII;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim November 7, 2023 as

LIEUTENANT COLONEL GEORGE C. CARRUTHERS DAY

ADOPTED THIS THE 7TH DAY OF NOVEMBER 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**

ATTEST:

**Elaine Cardenas
Hays County Clerk**



AGENDA ITEM REQUEST FORM: F. 2.

Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation declaring November 5 - 11, 2023 as Dr. Elvin Holt Week in Hays County. **INGALSBE**

Summary

See attached Proclamation.

Attachments

Holt Proclamation



**PROCLAMATION DECLARING NOVEMBER 5 - 11, 2023 AS
DR. ELVIN HOLT WEEK IN HAYS COUNTY**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, Dr. Elvin Holt was born on September 25, 1945, in Bay City, Texas, where he spent his childhood, graduating from Hilliard High School in 1964. Always a firm believer in education, he earned a Bachelor of Arts in English from Prairie View A&M University, a Master of Arts in English from Southwest Texas State University and a Ph.D. from the University of Kentucky in Lexington; and

WHEREAS, Dr. Holt joined the faculty at Southwest Texas State University in 1983 and became the first tenured African American professor in the Department of English. His life’s work focused on African American literature, folklore and cultural studies. He was awarded three fellowships by the National Endowment for the Humanities and was named Professor of the Year by the Association of Black Students in 1989; and

WHEREAS, Dr. Holt co-authored and edited (with his colleague Dr. Sandra Mayo) *Acting Up and Getting Down: Plays by African American Texans* (2014), and *Stages of Struggle and Celebration: A Production History of Black Theatre in Texas* (2016); and

WHEREAS, Dr. Holt retired from Texas State University in 2020 and was honored by the university in 2021, celebrating his work in multicultural curriculum development by naming a street Elvin Holt Drive at its Round Rock Campus; and

WHEREAS, Dr. Holt is recognized for his contributions to the literary world, he is equally well known for his passion and encyclopedic knowledge of African American history; and

WHEREAS Dr. Holt was a member of the Heritage Association of San Marcos, the San Marcos Historic Preservation Commission, the Hays County Historical Commission, the LBJ-MLK Crossroads Memorial Committee and the San Marcos Sesquicentennial Commission; and

WHEREAS, a devout man of God, Dr. Holt served for several years as a Sunday School teacher and brotherhood president for First Baptist Church (NBC). He served as the secretary for the Pride of San Marcos Lodge No. 494 PHA for more than 30 years; and

WHEREAS, Dr. Holt was a co-founder of the Calaboose African American History Museum and served on the board since its inception in 1997. He was the longest serving president of the Calaboose Board of Directors and had an extensive knowledge of the people, history and culture of the Dunbar Historic Neighborhood; and

WHEREAS, Dr. Holt passed from this life into glory on September 16, 2023. A memorial service celebrating his life was organized by his family and friends in Bay City, Texas, his birthplace, where he was laid to rest on September 30, 2023; and

WHEREAS, a memorial honoring him in San Marcos is taking place at the First United Methodist Church on November 12, 2023.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim November 5 - 11, 2023 as:

“DR. ELVIN HOLT WEEK IN HAYS COUNTY”

And encourage its residents to celebrate his accomplishments and emulate his example.

ADOPTED THIS THE 7th DAY OF NOVEMBER 2023

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Michelle Gutierrez Cohen
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk



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

Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Adopt a Proclamation declaring November 2023 as Turkeys Tackling Hunger Month. **BECERRA**

Summary

See attached proclamation.

Attachments

Turkeys Tackling Hunger Proclamation



**PROCLAMATION DECLARING NOVEMBER 2023 AS
TURKEYS TACKLING HUNGER MONTH**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, Hays County Food Bank represents a county-wide effort to provide adequate access to nutritious food to low-income households and those who find themselves in a food emergency; and

WHEREAS, in 2022, Hays County Food Bank provided more than 1,500 meal boxes filled with a turkey and traditional holiday foods that households in need could prepare in the comforts of their own home; and

WHEREAS, Hays County Food Bank has officially launched its 17th annual Turkeys Tackling Hunger Campaign in an effort to raise funds for this special holiday meal program; and

WHEREAS, citizens of this great county can sponsor a family for Thanksgiving for just \$30; and

WHEREAS, Hays County wishes to demonstrate our support and commitment to the important work Hays County Food Bank does throughout the year ensuring that nobody goes hungry regardless of income level;

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

TURKEYS TACKLING HUNGER MONTH

And call upon the people of Hays County to pledge to support and participate in this program by helping to provide families and individuals in need throughout Hays County with the food to prepare a traditional holiday meal at home.

ADOPTED THIS THE 7th DAY OF NOVEMBER 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: 11/07/2023

Requested By:

Sponsor:

Agenda Item

Adopt a Proclamation declaring November 13-19, 2023 as Global Entrepreneurship Week 2023, a week of inclusion through international collaboration and mentorship. **BECERRA**

Summary

Attachments

Global Entrepreneurship Week



**PROCLAMATION DECLARING NOVEMBER 13-19, 2023 AS
GLOBAL ENTREPRENEURSHIP WEEK
AS A WEEK OF INCLUSION THROUGH INTERNATIONAL COLLABORATION
AND MENTORSHIP**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, Global Entrepreneurship Week (GEW) is the world's largest celebration of the innovators and job creators who launch startups to better our world; and

WHEREAS, international collaboration and mentorship are vital to nurturing an inclusive entrepreneurial ecosystem where individuals of all backgrounds can explore new ideas, seize opportunities, and act to create positive change; and

WHEREAS, Splash Coworking alongside the Riparius Foundation and the International Strategic Movement recognize that exposure to diverse cultures, perspectives, and experiences enriches us all and inspires creative thinking; and

WHEREAS, inclusive communities that welcome entrepreneurs of all origins are better positioned to drive economic growth, spur innovation, and provide prosperity; and

WHEREAS, peer-to-peer learning connects us across borders and cultures while strengthening bonds between neighbors and partners worldwide; and

WHEREAS, Hays County strives to embrace all residents and provide equal access to economic prosperity through entrepreneurship;

NOW, THEREFORE, BE IT PROCLAIMED, that the Hays County Commissioners Court hereby recognizes November 13-19, 2023, as

Global Entrepreneurship Week

and honors the collaborative partnerships that are united by a shared vision of inclusion, innovation, and positive global change, and encourages celebrating inclusion through international collaboration and mentorship in Hays County.

ADOPTED THIS THE 7th DAY OF NOVEMBER 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: 11/07/2023

Requested By:

Sponsor: Commissioner Cohen

Agenda Item

Presentation by Uber representative, Rick Koch, regarding potential transportation options for the County. COHEN/INGALSBE

Summary

Additional information will be presented in Court.



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

Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of October 24, 2023. **BECERRA/CARDENAS**

Summary

Attachments

10/24/2023 Minutes

HAYS COUNTY COMMISSIONERS' COURT MINUTES



OCTOBER 24, 2023

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 24th 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
ANNE MEDINA	DEPUTY COUNTY CLERK

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

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

William L. Wagner Jr. made a public comment concerning the Mission Oaks Condominiums and the developer's compliance with the Hays County Development Agreement, as well as Public Information Requests submitted to Hays County. Virginia Parker made a public comment regarding a federal funding opportunity for a study on Cape's Dam and its possible removal or reconstruction. Dan Lyon made a public comment concerning activity on the Historic Courthouse grounds and county spending.

39559 Adopt a Proclamation recognizing October 2023 as Mediation Awareness Month.

Martha Joyce, Director of the Central Texas Dispute Resolution Center, introduced several employees and presented the court with a plaque in honor of their support throughout the years.

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

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

4 - 0 Passed - Unanimously

39560 Adopt a Proclamation supporting Operation Green Light for Veterans in Hays County.

Jude Prather, Hays County Veteran Services Officer, encouraged citizens to install green light bulbs in support of Operation Green Light for Veterans.

A motion was made by Commissioner Cohen, seconded by Commissioner Smith to adopt a Proclamation supporting Operation Green Light for Veterans in Hays County.

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

4 - 0 Passed - Unanimously

39561 Adopt a Proclamation observing October 23, 2023 as the Michael Hernandez Day of Service.

Commissioner Smith thanked Michael Hernandez for his service to Hays County. Jude Prather, Hays County Veteran Services Officer, spoke about his experience working with Hernandez. Hernandez thanked the court for the recognition.



A motion was made by Commissioner Smith, seconded by Commissioner Shell to adopt a Proclamation observing October 23, 2023 as the Michael Hernandez Day of Service.

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

4 - 0 Passed - Unanimously

39562 Adopt a Proclamation recognizing November 4, 2023 as Harvey Miller Day of Service.

Alex Banbury, President of the Dunbar Heritage Association, invited the public to the 3rd Annual Harvey Miller Day of Service on November 4th. Commissioner Ingalsbe thanked the Banburys for honoring Harvey Miller.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a Proclamation recognizing November 4, 2023 as Harvey Miller Day of Service.

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

4 - 0 Passed - Unanimously

Presentation of Hays County Employee Service and Retirement Awards.

Kim Jeter, Hays County Human Resources Manager, presented service milestone awards to Hays County Employees.

39563 Approve payments of County invoices.

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

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

4 - 0 Passed - Unanimously

39564 Approve the payment of Juror checks.

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

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

4 - 0 Passed - Unanimously

39565 Approve the payment of United Healthcare claims.

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

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

4 - 0 Passed - Unanimously

39566 Approve Commissioners Court Minutes of October 10, 2023.

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to approve Commissioners Court Minutes of October 10, 2023.

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

4 - 0 Passed - Unanimously

39567 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.

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



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

4 - 0 Passed - Unanimously

39568 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.

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

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

4 - 0 Passed - Unanimously

39569 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.

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

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

4 - 0 Passed - Unanimously

39570 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.

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

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

4 - 0 Passed - Unanimously

39571 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.

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

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

4 - 0 Passed - Unanimously

39572 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.

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

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

4 - 0 Passed - Unanimously



39573 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.

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

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

4 - 0 Passed - Unanimously

39574 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.

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

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

4 - 0 Passed - Unanimously

39575 Ratify the submission of a grant application to the Firehouse Subs Public Safety Foundation in the amount of \$24,447.39.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to ratify the submission of a grant application to the Firehouse Subs Public Safety Foundation in the amount of \$24,447.39.

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

4 - 0 Passed - Unanimously

39576 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.

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

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

4 - 0 Passed - Unanimously

39577 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.

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to authorize Commissioner Ingalsbe to execute a work order with CureMD for one additional Health Department inventory module user license in the amount of \$99.00.

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

4 - 0 Passed - Unanimously

39578 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.

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

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

4 - 0 Passed - Unanimously



39579 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.

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

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

4 - 0 Passed - Unanimously

39580 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.

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

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

4 - 0 Passed - Unanimously

39581 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.

Dan Lyon made a public comment concerning an increase in the project price. Stephanie Hunt, Hays County Purchasing Agent, explained how the project changes led to the price increase. Tammy Crumley, Director of Countywide Operations, stated the entire sidewalk needs to be replaced as opposed to patch replacements in order to maintain historical accuracy.

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

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

4 - 0 Passed - Unanimously

39582 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%.

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

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

4 - 0 Passed - Unanimously

39583 Authorize the execution of the Sixth Amendment to RFP 2020-P02 Countywide Janitorial Services between Hays County and Pritchard Industries.

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to authorize the execution of the Sixth Amendment to RFP 2020-P02 Countywide Janitorial Services between Hays County and Pritchard Industries.

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

4 - 0 Passed - Unanimously

39584 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.



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

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

4 - 0 Passed - Unanimously

39585 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.

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

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

4 - 0 Passed - Unanimously

39586 Approve out-of-state travel for Lieutenant Matt Wasko to attend the Use of Force Summit on November 28-30, 2023, in Uncasville, CT.

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to approve out-of-state travel for Lieutenant Matt Wasko to attend the Use of Force Summit on November 28-30, 2023, in Uncasville, CT.

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

4 - 0 Passed - Unanimously

39587 Authorize the Sheriff's Office to procure a credit card in an amount not to exceed \$5,000.00 from the County depository account.

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to authorize the Sheriff's Office to procure a credit card in an amount not to exceed \$5,000.00 from the County depository account.

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

4 - 0 Passed - Unanimously

39588 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.

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

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

4 - 0 Passed - Unanimously

39589 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.

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

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

4 - 0 Passed - Unanimously

39590 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.



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

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

4 - 0 Passed - Unanimously

39591 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.

Commissioner Smith thanked Dennis Lane for his service and Dan O'Brien for filling the position.

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

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

4 - 0 Passed - Unanimously

39592 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.

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

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

4 - 0 Passed - Unanimously

39593 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.

Tucker Furlow, Assistant Criminal District Attorney - Civil Division, stated the dollar amount of \$10,225 in section IV(A) of the First Amendment has been amended to \$14,891.25.

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

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

4 - 0 Passed - Unanimously

39594 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).

Commissioner Ingalsbe stated this is for the relocation of a water line.

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



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

4 - 0 Passed - Unanimously

39595 Hold a public hearing with possible action to establish a No Dumping zone on Goforth Road and Rohde Road.

Commissioner Ingalsbe opened the Public Hearing at 10:31 a.m. Matt DeBow spoke in favor of installing "No Dumping" signs in the area. Commissioner Ingalsbe closed the Public Hearing at 10:33 a.m.

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

39596 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.

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

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

4 - 0 Passed - Unanimously

39597 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.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept road construction & surface drainage improvements, 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 for Waterstone Unit B.

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

4 - 0 Passed - Unanimously

39598 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.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept road construction & surface drainage improvements, 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 for the Hymeadow subd., Section 3, Phase 4.

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

4 - 0 Passed - Unanimously

39599 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.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept road construction & surface drainage improvements, 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 for Sunset Oaks subd., Section 4, Phase 3A.



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

4 - 0 Passed - Unanimously

39600 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.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to call for a Public Hearing on November 7, 2023, followed by discussion and possible action regarding Stagecoach Ranch, Sec 2, Lot 19E, Replat (PLN-2247-PC).

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

4 - 0 Passed - Unanimously

39601 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.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to 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 (PLN-2272-PC).

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

4 - 0 Passed - Unanimously

39602 PLN-2321-NP; Discussion and possible action regarding the ratification of the Vista West Ranches, Lot 12, Final Plat.

Marcus Pacheco, Director of Development Services, provided background on the property and explained that due to the Commissioners Court schedule, staff has already granted an administrative approval that needs to be ratified by the court.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to ratify the Vista West Ranches, Lot 12, Final Plat (PLN-2321-NP).

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

4 - 0 Passed - Unanimously

39603 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.

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

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept the Performance Bond No. 4467851 in the amount of \$828,300.00 for street, erosion, and drainage improvements and approve the final plat of Hawk Ridge, Phase 2 Subdivision (27 Lots) (PLN-2313-NP).

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 10:41 a.m. and resumed back into open court at 10:50 a.m.

39604 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.

Jaime Lee, Vice President of Friends of the Buda Public Library, stated these funds will benefit the community through classes and programs and will help replenish revenue lost during the COVID-19 pandemic. Commissioner Smith stated the total grant amount is \$15,972 from the Precinct 4 American Rescue Plan Act (ARPA) allocation.



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

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

4 - 0 Passed - Unanimously

39605 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.

Commissioner Smith stated \$22,580 from the Precinct 4 ARPA allocation will go toward revenue replacement for the Driftwood Historical Conservation Society.

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

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

4 - 0 Passed - Unanimously

39606 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.

Dan Lyon made a public comment against the item. Commissioner Shell stated this is similar to other agreements the county has with non-profit organizations.

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

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

4 - 0 Passed - Unanimously

39607 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.

Commissioner Shell stated this is for Sentinel Peak Preserve and the county hopes to have a park open by next summer.

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

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

4 - 0 Passed - Unanimously

39608 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.

Tammy Crumley, Director of Countywide Operations, stated the Outreach Specialist position is grant-funded and the Community Program Manager position is no longer needed.



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

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

4 - 0 Passed - Unanimously

39609 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.

Tammy Crumley, Director of Countywide Operations, stated ColorMix Graphics will design 1 graphic for the Parks Department and 1 graphic for each of the 5 county parks. Commissioner Shell suggested designing graphics and merchandise for county parks that could be sold to the public to generate revenue.

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

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

4 - 0 Passed - Unanimously

39610 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.

Tammy Crumley, Director of Countywide Operations, explained this will prevent further erosion and foundation issues.

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

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

4 - 0 Passed - Unanimously

39611 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.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize Commissioner Ingalsbe to execute an Additional Services Proposal with Hellmuth, Obata & Kassabaum, LP (HOK) for construction phase services related to the Jail Attorney Visitation project.

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

4 - 0 Passed - Unanimously

39612 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.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a resolution appointing Commissioner Michelle Cohen to the Board of Directors of the Capital Area Housing Finance Corporation, effective November 1, 2023.

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

4 - 0 Passed - Unanimously

39613 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.



Shari Miller, Director of Human Resources, explained this is a new position and after further research, Human Resources believes it should be graded higher.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to re-grade the Field Operations Coordinator position in the Elections Administration Office effective 11/1/2023 and amend the budget accordingly.

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

4 - 0 Passed - Unanimously

39614 Discussion and possible action to adopt the Hays County FY 2024 Holiday Calendar.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to adopt the Hays County FY 2024 Holiday Calendar.

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

4 - 0 Passed - Unanimously

39615 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.

Shari Miller, Director of Human Resources, spoke about flu vaccine opportunities for county employees. Tammy Crumley, Director of Countywide Operations, asked employees to complete the necessary forms before arriving for their vaccine.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Hays County Health Department to provide flu vaccines to county employees and their eligible dependents enrolled in the county health plan.

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

4 - 0 Passed - Unanimously

39616 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.

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

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

4 - 0 Passed - Unanimously

39617 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.

Shari Miller, Director of Human Resources, stated this will align renewal dates for all policies.

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

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

4 - 0 Passed - Unanimously

39618 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.

Marcus Pacheco, Director of Development Services, explained Hays County has assisted the City of Wimberley in administering their flood protection, on-site sewage facilities, and food establishment programs. The City of Wimberley is rescinding their On-Site Sewage Facility and Food Establishment regulations, and Hays County will be administering and enforcing County regulations in place of City regulations within the incorporated city limits.



Commissioner Shell stated the City pays the County \$3,000 per month for these services. Pacheco noted the agenda item summary in the back-up should read "ILA has Hays County administering & enforcing county ordinances."

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize Commissioner Ingalsbe 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, including amended language to enforce county ordinances as presented in court.

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

4 - 0 Passed - Unanimously

39619 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.

Vickie Dorsett, Hays County Budget Officer, explained additional work is needed due to a hail storm and spoke about improving communication between the county and the companies used for repairs.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize Constable Pct. 3 to utilize Classic Collision for vehicle repairs to a 2023 leased Tahoe and amend the budget accordingly.

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

4 - 0 Passed - Unanimously

39620 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.

Daphne Tenorio, Hays County Treasurer, stated the Compliance Division handles payment plan collections for the District Courts and explained how the temporary employee will assist with its duties.

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

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

4 - 0 Passed - Unanimously

39621 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.

Commissioner Shell explained that due to delays caused by vacancies in the Sheriff's Office, LCRA has offered to provide this service.

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

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

4 - 0 Passed - Unanimously

Clerk's Note: Executive Session began at 11:12 a.m. and resumed back into open court at 11:36 a.m.

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



Those present in Executive Session were Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Vickie Dorsett, Hays County Budget Officer, Tucker Furlow, Assistant Criminal District Attorney - Civil Division, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, and Marisol Villarreal-Alonzo, Hays County Auditor. No action taken.

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 11:36 a.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on OCTOBER 24, 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: 11/07/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item

Approve the payment of the November 15, 2023 payroll disbursements in an amount not to exceed \$4,100,000.00 effective November 15, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/DORSETT**

Summary



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Smith

Agenda Item:

Authorize Building Maintenance to purchase a new Carpet Extractor in the amount of \$3,588.39 and amend the budget accordingly. **SMITH/T.CRUMLEY**

Summary:

Building Maintenance is in need of a new industrial carpet shampooer and obtained three quotes for a Clarke EX40 Carpet Extractor. Gulf Coast Paper Co. Inc. is the lowest price, \$3,588.39, and funding for this purchase has been identified in the Building Maintenance FY24 operating budget.

Fiscal Impact:

Amount Requested: \$3,588.39

Line Item Number: 001-695-00.5719_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$3,588.39 - Increase Misc. Equipment_Operating 001-695-00.5719_400

(\$3,588.39) - Decrease Building Maintenance & Repair 001-695-00.5451

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: 3 Quotes

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

EX40 Additional Quotes

Gulf Coast Quote

[Home](#) > [Clarke EX40 16ST & 18LX Commercial Carpet Extractors](#)

CLARKE EX40 16ST & 18LX COMMERCIAL CARPET EXTRACTORS

by Clarke

★★★★★1 review | Ask Questions

\$4,701.00

From \$227.94/mo or 0% APR with [shop Pay](#) [View sample plans](#)Finance with
APPROVEAs low as
\$207/mo

Commercial Financing | Lenders Complete

Models
18LXQuantity
1

Add to cart

Buy with [shop Pay](#)Free delivery Sat, Nov 4
San Marcos, TX[shop](#) [Promise](#)[More payment options](#)

Description

Extend carpet life, improve indoor air. Keeping carpets clean can extend their life and improve indoor air quality. But many facilities put off this necessary chore because it can leave carpets wet and disrupt day-to-day business. Now there's a carpet extractor that allows you to deep clean your carpets with minimal disruption.

Clarke® EX40® 16ST & 18LX Self-Contained Carpet Extractors are so easy to use and clean so efficiently that you can clean more frequently.

Clarke 56265505 EX40 18LX 18" Corded Carpet Extractor - 10 Gallon

[Leave a review](#) Item #: 80456265505 MFR #: 56265505[Share](#)[Ask](#)

Free Shipping

Custom Quote for Hays County

\$4,099.00/Eachor payments as low as **\$364.20/month** [Prequalify >](#)[Credit Key](#)Ships free with [plus](#)

1

Add to Cart

Earn up to **\$122.97** back (12,297 points)
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Wish List

Rapid Reorder

Other Available Sizes:

18" ✓

16"



Quick Shipping

Usually ships in **1 business day**

Product Overview

- ✓ 1 1/2 hp, 2 stage vacuum motor generates 120 PSI; 120" waterlift
- ✓ High-contact floating brush head
- ✓ 50' power cord

Items You Might Like

Customer # 7174812

Customer Name: Hays County Aud. Maint



712 S. Stagecoach Trail

San Marcos, TX 78666

PO# **Manuel**

512.846-1199 Fax 512.846-2250

519 Tradesman Park Drive

ORDER	U/M	ITEM #	DESCRIPTION	PACK	PRICE	EXT
1	EACH	56265505	CLARKE EX40 CARPET EXTRACTOR 18LX	EA	\$ 3,588.39	\$ 3,588.39
						\$ -
			OPEN MARKET ITEM UNDER THE BUYBOARD			\$ -
			NUMBER ON THE QUOTE			\$ -
			Buy Board Contract 649-21			\$ -
			Applicable Taxes			\$ -
			Quote is valid until 10/30/23			
			FUEL SUR-CHARGE			\$ -
					TOTAL	\$ 3,588.39

ROBIN MEARS

Gulf Coast Paper Company



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

T. CRUMLEY/CUTLER

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the execution of an Interlocal Agreement between Hays County and Travis County for participation in the Sheriff's Combined Auto Theft Enforcement Task Force; establishing one additional Detective position and amend the budget accordingly. **INGALSBE/T. CRUMLEY/CUTLER**

Summary:

On April 25th, 2023 the Commissioners Court signed a resolution of support for Hays County to participate with Travis County in a grant application to the Motor Vehicle Crime Prevention Authority (MVCPA). The attached ILA outlines terms of the grant partnership including funding amounts. Hays County will receive \$187,884 in grant funds to provide funding for one existing Deputy position and adding one new Detective position. Hays County will provide matching funds in the amount of \$37,577.

Fiscal Impact:

Amount Requested: \$37,577

Line Item Number: 001-618-99-005]

Budget Office:

Source of Funds: Travis Co ATTF Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: Budget additional revenue to create added position.

(\$96,177) - Increase Intergovernmental Revenue 001-618-99-005.4301

\$73,710 - Increase Staff Salaries 001-618-99-005.5021

\$3,808 - Increase FICA 001-618-99-005.5101_100

\$890 - Increase Medicare 001-618-99-005.5101_200

\$8,597 - Increase Retirement 001-618-99-005.5101_300

\$8,820 - Increase Medical 001-618-99-005.5160_400

\$304 - Increase Life 001-618-99-005.5160_400

\$48 - Increase Dental 001-618-99-005.5160_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$96,177 in Intergovernmental Revenues

Comments: N/A

Attachments

MVCPA ILA

Interlocal Assistance Agreement
Sheriff's Combined Auto Theft Enforcement Task Force
State of Texas

This Agreement is entered into by and between **Travis County**, a political subdivision of the State of Texas, and **Hays County**, a political subdivision of the State of Texas and a participating Task Force Agency under this Agreement (hereinafter referred to as "**Hays County**"), pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

RECITALS

WHEREAS **Travis County** and **all participating Task Force agencies** have the objective to file a collaborative grant application with the Motor Vehicle Crime Prevention Authority of the State of Texas (MVCPA) grant for funding in the amount of \$1,135,712, and,

WHEREAS **Travis County** (additionally referred to as "Grantee" or "local government") and **Hays County** (additionally referred to as "subgrantee") have agreed to contribute to the total of \$37,577 in the matching funds if their MVCPA grant application is approved; and,

WHEREAS, the source of the funds would not normally be used for this purposes; and,

WHEREAS **Travis County** and **Hays County** have the authority and it is in their best interests to join in the application to continue a regional or multi-jurisdictional MVCPA Task Force; and

WHEREAS **Travis County** and **Hays County** agree to each accept the responsibility for their respective commitments and to adhere to all applicable federal, state, and local laws or regulations, as well as grant rules and conditions.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1.01 The purpose of this Agreement is to allow **Travis County** and **Hays County** to operate a multi-agency Task Force, operate as grantee and sub-grantee, file a collaborative grant application with the MVCPA of the State of Texas, which application is attached hereto as Exhibit "A" and made a part of hereof for all purposes.

ARTICLE II. TERM

2.01 The initial term of this Agreement shall commence on September 1, 2023 and end August 31, 2024.

2.01 Automatic Renewal. Subject to continued funding by Grantor, this Agreement shall automatically renew for a consecutive one (1) year period from September 1, 2024 and ending August 31, 2025. During the renewal period, all terms and provisions of this Agreement will remain unchanged and in full force and effect unless otherwise amended in writing pursuant to the terms of this Agreement.

ARTICLE III. CONSIDERATION

3.01 As consideration for this Agreement, **Travis County** and **Hays County** agree to contribute matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Description	Amount	Method (Cash Paid / In Lieu of / In Kind)
Investigators	\$187,884	Grant Cash paid to Hays County for salary and fringe
Investigators	\$37,577	Hays County match

ARTICLE IV. ALLOCATION OF FUNDS

4.01 The specific allocation of the **Travis County** and **Hays County** fund is set out in the attachments to this Agreement, marked as Exhibits "B" through "E" inclusive, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5.01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant. The MCVPA of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7.01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. UNIFORM ASSURANCES

8.01 In accordance with §783.005 of the Texas Government Code Grantee, **Travis County** and **Hays County**, Sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee and Sub-grantee certify that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee or Sub-grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee and Sub-grantee represent and warrant that they will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee and Sub-grantee represent and warrant that they will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification- *To the extent permitted by law, Grantee shall defend, indemnify and hold harmless the State of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.*

Law Enforcement Agency Grant Restriction- Grantee on behalf of Sheriff's Combined Auto Theft Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law,

rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Political Polling Prohibition- Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under

the 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. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the Sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the Parties agree that the following prescribed conditions are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

ARTICLE XI. COMPLIANCE

11 .01 Grantee and Sub-grantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and Sub-grantee represent and warrant that they will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then Grantee and Sub-grantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

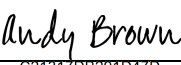
Sub-grantee Monitoring and Management- The local government, Travis County must monitor the activities of the Sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XII. ENTIRE AGREEMENT

12 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

DocuSigned by:

C21317DB291D47D...
Travis County Judge

9/18/2023

Hays County Judge



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Cohen

Agenda Item:

Authorize a budget amendment for the Health Department in the amount of \$414.00 to Mohawk Medical Mall for shipping costs on two medical exam tables and amend the budget accordingly. **COHEN/T.CRUMLEY**

Summary:

On August 15, 2023, Commissioners Court approved the Health Department to purchase two medical exam tables. The estimated shipping cost that was approved in the item for the purchase was less than what the actual shipping cost ended up being. This purchase was made under the FY23 budget.

Fiscal Impact:

Amount Requested: \$414

Line Item Number: 120-675-00.5719_400

Budget Office:

Source of Funds: Family Health Services Fund

Budget Amendment Required Y/N?: Yes

Comments: FY23 Budget Amendment will be posted to cover accrued expense.

\$414 - Increase Misc. Equipment_Operating 120-675-00.5719_400

(\$414) - Decrease General Supplies 120-675-00.5201

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: 3 quotes

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Card Services Invoice



TAMMY CRUMLEY

Account Number: XXXX XXXX XXXX 1223

Billing Questions:
800-367-7576Website:
www.cardaccount.netSend Billing Inquiries To:
Card Service Center, PO Box 569120, Dallas, TX 75356SAGE CAPITAL BANK Credit Card Account Statement
August 11, 2023 to September 8, 2023

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$2,044.22
- Payments	\$3,170.99
- Other Credits	\$7.26
+ Purchases	\$3,527.76
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$2,393.73

Account Number XXXX XXXX XXXX 1223
Credit Limit \$6,000.00
Available Credit \$3,606.00
Statement Closing Date September 8, 2023
Days in Billing Cycle 29

PAYMENT INFORMATION

New Balance: \$2,393.73
Minimum Payment Due: \$71.82
Payment Due Date: October 4, 2023

MESSAGES

PROTECT YOURSELF FROM SCAMMERS!

We will never call, text, or email and ask you for your personal information. Some scammers will call and pretend to be from the Card Service Center. We will never call or text you and ask for sensitive information such as account or card number information, passwords or user names, or social security numbers. Please DO NOT give out that information.

If you feel pressured or concerned about a phone call, please hang up and call us at 800-367-7576 (the phone number located on the back of your credit card). Our Card Service Center team is always glad to check and can verify the information.

Received In The Office

SEP 18 REC'D

Hays County Auditor

SAGE CAPITAL BANK
1550 N BROWN RD 150
LAWRENCEVILLE GA 30043



All payments on the account must be made at the address shown on your monthly billing statement and are considered to have been made on the date received at that address.

Account Number: XXXX XXXX XXXX 1223
New Balance: \$2,393.73
Minimum Payment Due: \$71.82
Payment Due Date: October 4, 2023

Amount Enclosed: \$

Make Check Payable to:

CARD SERVICE CENTER
PO BOX 569100
DALLAS TX 75356-9100

TAMMY CRUMLEY
HAYS COUNTY
712 S STAGECOACH TRL #1071
SAN MARCOS TX 78666

11273546700012230000718200002393733



TAMMY CRUMLEY

Account Number: XXXX XXXX XXXX 1223

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
08/18	08/18	855906176EHM65WPP	PAYMENT - THANK YOU	\$2,771.19-
08/25	08/25	85590617DEHM6AHZF	PAYMENT - THANK YOU	\$399.80-
08/29	08/30	82711167H000GQW32	MOVAVI.COM WILDWOOD MO CREDIT	\$7.26-
08/22	08/23	85434697AWGNMNW1A	DIGITAL COMPLIANCE AUSTIN TX	\$19.99
08/22	08/24	55429507BRSAXRXGA	CBIC 2027891890 VA	\$410.00
08/22	08/27	85454917DS66HBWDA	MOHAWK HOSPITAL-EQUIPM-315-7970570 NY	\$2,301.68
08/26	08/27	82305097E000GFPHN	ZOOM.US 888-799-9666 SAN JOSE CA	\$149.90
08/28	08/29	82711167G000ABN4P	MOVAVI.COM WILDWOOD MO	\$95.22
08/30	08/31	15270217J01PQTKGK	DROPBOX SXNWNHC2DR27 SAN FRANCISCO CA	\$342.00
08/31	08/31	55432867K61YT0F3V	GIH*GLOBALINDUSTRIAL EQ 800-645-2986 FL	\$127.54
09/06	09/07	15270217T000NTK72	FACEBK LYJY2UPHJ2 MENLO PARK CA	\$54.06
09/06	09/07	15270217T000ZT1PD	FACEBK K53RUSFJJ2 MENLO PARK CA	\$7.38
09/07	09/08	85434697SWGNMNW19	DIGITAL COMPLIANCE AUSTIN TX	\$19.99

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	19.49% (v)	\$0.00	29	\$0.00
Cash Advances	19.49% (v)	\$0.00	29	\$0.00

(v) - variable

To avoid additional interest charges, pay your New Balance in full on or before the Payment Due Date.

Exciting news! Go online today and check out the all-new enhancements to the Card Service Center website. E-statements, additional payment options, links to Preferred Points website, and other helpful sites. Visit us today at www.cardaccount.net to enroll your credit card account(s) on the newly enhanced website.

Thank you for the opportunity to serve your credit card needs. Should your future plans include travel, please contact us at 1-800-367-7576.

[Account](#)[Order History](#)[Order Information](#)

Order History

Order Details

Order ID: #110615**Date Added:** 08/18/2023**Payment Method:** Credit Card / Debit Card**Shipping Method:** Free Shipping

Payment Address

Hays County Auditor
712 South Stagecoach Trail
San Marcos, Texas 78666
United States

Shipping Address

Julissa Rivera
Hays County Local Health Department
101 Thermon Dr
San Marcos, Texas 78666
United States

Product Name	Model	Quantity	Price	Total	
Clinton Family Practice Exam Table - Laminate Color: Gray - Vinyl Upholstery Colors: Black - Family Practice Base Model: 8870 - Basic Family ... - Requires Truck Shipping: Additional Charges W...	88x0	2	\$793.84	\$1,587.68	
Liftgate(Curbside)Delivery	Shipping	1	\$714.00	\$714.00	
<div>Received In The Office</div> <div>SEP 18 REC'D</div> <div>Hays County Auditor</div>			Sub-Total	\$2,301.68	
			Free Shipping	\$0.00	
			Total	\$2,301.68	

Order History

120-675-00.5719-400



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Cohen

Agenda Item:

Authorize a revision to the Texas Department of State Health Services (DSHS) Health Equity Grant budget, adding two additional intern positions to the Health Department, and amend the budget accordingly. **COHEN/T.CRUMLEY**

Summary:

Our Health Department requested a budget revision to move available grant funding to salary in order to fund two additional intern positions for the Health Department. DSHS has approved this revision.

Fiscal Impact:

Amount Requested: \$21,530

Line Item Number: 120-675-99-155]

Budget Office:

Source of Funds: DSHS Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$20,000 - Increase Staff Salaries 120-675-99-155.5021

\$1,240 - Increase FICA 120-675-99-155.5101_100

\$290 - Increase Medicare 120-675-99-155.5101_200

(\$21,530) - Decrease Miscellaneous 120-675-99-155.5391

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

DSHS Revised Budget

General Instructions for Completing Budget Forms DSHS Costs Only Budgeted on Detail Category Pages

(Examples and instructions for completing the Budget Category Detail Templates are in a separate Excel file located under Templates for Cost Reimbursement Budgets located at :

<http://www.dshs.state.tx.us/grants/forms.shtm>

- * Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on Form I -Budget Summary; doing so will populate the budget category detail templates with your organizations name.
- * Complete each budget category detail template. Instructions for completing each budget category detail template are in a separate document. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget template at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.
- * After you have completed each budget category detail form, go to Form I-Budget Summary and input other sources of funding manually (if any) in Columns 3 - 6 for each budget category.
- * Refer to the table below the budget template table to verify that the amounts distributed ("Distribution Total") in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions ("Distribution Totals") equals the Budget Total.
- * Enter the total amount of "Program Income" anticipated for this program in row "K" under the "Total Budget" column (1). The total program income budgeted will be automatically allocated to each funding source based on the percentage of funding of the total budget. Information on program income is available in the DSHS Contractors Financial Procedures Manual located at the following web site:
<http://www.dshs.state.tx.us/contracts/>



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize payment to Rick's Lock & Key in the amount of \$1,228.90 for additional locks and cores needed for the Election IT Building Remodel. **SHELL/T.CRUMLEY**

Summary:

On October 12, 2023, Hays County issued PO 2024-00000218 in the amount of \$6,784 to Rick's Lock & Key for the door locks and cores throughout the Elections IT building. Once the work began, additional keys, locks, cores, etc. were needed and requested by the Election and IT departments, adding an additional \$1,228.90 to the overall cost. The original PO was issued for \$6,784, and with the additional cost of \$1,228.90, the total invoice amount is \$8,012.90.

Fiscal Impact:

Amount Requested: \$1,228.90

Line Item Number: 001-645-00.5741

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: On 10.10.23 the Court authorized a purchasing waiver to the purchasing Policy to obtain three quotes.

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

Rick's Lock & Key Invoice

For Elections Bldg.
Complete

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

Invoice

Date	Invoice #
10/27/2023	60736

Bill To

Hays County
Attn: Accounts Payable
712 S. Stagecoach Trl, Ste 1071
San Marcos, TX 78666

Rep	P.O. No.	Terms
Bob	2024-00000218	Net 30

Description	Qty	Rate	Amount
Elections Building Chris D.			
Falcon Best Duplicate	107	15.00	1,605.00
Falcon Best Duplicate (20% Discount)	-107	3.00	-321.00
Falcon Best 7 Pin Core - TE Keyway	55	65.00	3,575.00
Falcon Best 7 Pin Core - TE Keyway (15% Discount)	-55	10.00	-550.00
Materials			4,309.00
Best IC Core Rekey - Grand Mastered	55	45.00	2,475.00
Service Call - San Marcos	1	75.00	75.00
Service Call - San Marcos (Discount)	-1	75.00	-75.00
Labor			2,475.00
Total			6,784.00

Subtotal

Sales Tax (0.0%)

Total

Payments/Credits

Balance Due

Rick's Lock & Key Service, Inc

TXDPS #B12301

114 E. San Antonio St.

San Marcos, TX 78666

512-396-2041

Invoice

Date	Invoice #
10/27/2023	60736

Bill To

Hays County
Attn: Accounts Payable
712 S. Stagecoach Trl, Ste 1071
San Marcos, TX 78666

Rep	P.O. No.	Terms
Bob	2024-00000218	Net 30

Description	Qty	Rate	Amount
Additional Work Approved Per Chris			
Falcon Best Duplicate	3	15.00	45.00
Falcon Best Duplicate (20% Discount)	-3	3.00	-9.00
Falcon Best 7 Pin Core - TE Keyway	3	65.00	195.00
Falcon Best 7 Pin Core - TE Keyway (15% Discount)	-3	10.00	-30.00
Mortise Conversion Plate - Simplex Locks	3	25.00	75.00
Commercial 1" Mortise Cylinder - Dummy - Brushed Chrome - Office Locks	2	40.00	80.00
ABUS Rekeyable Padlock - SFIC - Overhead Doors	2	48.95	97.90
4"x16" Pull Plate - Elections Rear Entrance	1	50.00	50.00
SFIC 6/7 Pin Rim Housing - Elections Rear Entrance	1	40.00	40.00
Materials			543.90
Best IC Core Rekey - Grand Mastered	3	45.00	135.00
Labor to Install - Commercial Hardware - Customer Supplied Simplex Locks	3	75.00	225.00
Labor to Install - Commercial Hardware - Office Locks	5	50.00	250.00
Labor to Install - Commercial Hardware - Elections Rear Entrance	1	75.00	75.00
Labor			685.00

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

Subtotal	\$8,012.90
Sales Tax (0.0%)	\$0.00
Total	\$8,012.90

Payments/Credits	\$0.00
Balance Due	\$8,012.90

Total



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Smith

Agenda Item

Approve the appointments of the following individuals to the Capitol Area Metropolitan Planning Authority Technical Advisory Committee: Winton Porterfield as primary member and Marti Reich as alternate, and Angela Kennedy as the Small Cities primary member and Aaron Reed as the Small Cities alternate member.

INGALSBE/SMITH/BORCHERDING

Summary

It is time to make appointments for Hays County's representatives on the CAMPO technical advisory committee. There are four appointments to be made: a primary and alternate voting member, and a Small Cities Representative primary member and alternate. Transportation recommends the following appointments: Winton Porterfield, Assistant Director of Transportation, as primary member and Senior Staff Engineer Marti Reich as alternate, and Angela Kennedy, City Engineer for the City of Buda, as the Small Cities primary representative, with Aaron Jones, Director of Public Works for the City of Dripping Springs, as the alternate member. Both Ms. Kennedy and Aaron Jones are current appointees, and Mr. Porterfield currently serves as the county's alternate member. Ms. Reich is the senior staff engineer in the Hays County Transportation Department.

Attachments

Guide
2023 TAC roster
TAC appointment form
Small Cities form

GUIDE FOR APPOINTMENTS TO THE TECHNICAL ADVISORY COMMITTEE

The Technical Advisory Committee (TAC) serves as an advisory group to the Transportation Policy Board (TPB). The TPB relies on the TAC to review technical information provided by the CAMPO staff or other relevant organizations to support the development of the Long-Range Plan, the 10-Year Program of Projects required by House Bill 20, and the Transportation Improvement Program. The TPB expects the TAC to provide recommendations to the TPB on a slate of transportation projects and activities upon completion of their review of all relevant technical information.

In order to ensure that the TAC functions as intended, it is important that each member jurisdiction of the TPB appoint TAC members and alternates that have the knowledge, experience, and responsibility to represent them. A TAC appointee and their alternate should hold a college degree and have substantial experience in civil engineering or transportation planning. Each TAC appointee and their alternate should also be a senior member of the organization and should have the level of responsibility to encumber public funds on behalf of the appointing jurisdiction. Most importantly, the TAC appointee and their alternate should have direct responsibility for the development and implementation of transportation projects.

Please find below a guide that may be used when considering the appointment of a TAC member. The guide gives some indication as to the level of responsibility a TAC appointee and their alternate should hold in their organization. The guide is not an exhaustive list. Ideally, a TAC appointee and their alternate will fall into one of the job titles (or a title closely equivalent) below:

Cities (All Categories – Smaller Cities, Between 50,000 & 500,000, Above 500,000)

- ☐ City Manager or Assistant City Manager
- ☐ Director and/or Assistant Director of Public Works
- ☐ Director and/or Assistant Director of Transportation
- ☐ Director and/or Assistant Director of Planning

Counties

- ☐ County Engineer or Assistant County Engineer
- ☐ Director of Infrastructure, Public Works or Transportation

Transportation Organizations

- ☐ Director or Assistant Director
- ☐ Organizational Lead for Engineering or Planning



2023 TECHNICAL ADVISORY COMMITTEE

City of Austin

Richard Mendoza - *Primary Member*
Upal Barua, P.E., PTOE - *Alternate*

Cole Kitten - *Primary Member*
Diana Vargas, AICP, CTP - *Alternate*

Stevie Greathouse - *Primary Member*
Warner Cook, AICP - *Alternate*

City of Cedar Park

Tom Gdala - *Primary Member*
Randall Lueders - *Alternate*

City of Georgetown

Nick Woolery - *Primary Member*
Lua Saluone - *Alternate*

City of Kyle

Amber Schmeits - *Primary Member*
Leon Barba - *Alternate*

City of Leander

Ann Weis - *Primary Member*
Sarvesh Dhakal - *Alternate*

City of Pflugerville

Emily Barron - *Primary Member*
Jeremy Frazell - *Alternate*

City of Round Rock

Gary Hudder - *Vice Chair*
Gerald Pohlmeier - *Alternate*

City of San Marcos

Laurie Moyer, P.E. - *Chair*
Shaun Condor, P.E. - *Alternate*

Capital Metro

Sharmila Mukherjee - *Primary Member*
Nadia Barrera-Ramirez - *Alternate*

Capital Area Rural Transportation System

David Marsh - *Primary Member*
Ed Collins - *Alternate*

Central Texas Regional Mobility Authority

Mike Sexton, P.E. - *Primary Member*
Oscar Solis, P.E. - *Alternate*

Texas Department of Transportation

Heather Ashley-Nguyen, P.E. - *Primary Member*
Akila Thamizharasan - *Alternate*

Bastrop County

Aimee Robertson - *Primary Member*
Andre Betit - *Alternate*

Bastrop County (Smaller Cities)

Doug Haggerty - *Primary Member*
Kaye Sapikas - *Alternate*

Burnet County

Greg Haley, P.E. - *Primary Member*
Herb Darling - *Alternate*

Burnet County (Smaller Cities)

Mike Hodge, P.E. - *Primary Member*
Caleb Kraenzel, P.E. - *Alternate*

Caldwell County

Will Conley - *Primary Member*
Ed Theriot - *Alternate*

Caldwell County (Smaller Cities)

David Fowler, AICP - *Primary Member*

Vacant - *Alternate*

Hays County

Jerry Borcharding - *Primary Member*

Winton Porterfield - *Alternate*

Hays County (Smaller Cities)

Angela Kennedy - *Primary Member*

Aaron Reed - *Alternate*

Travis County

Charlie Watts - *Primary Member*

Scheleen Walker - *Alternate*

Travis County (Smaller Cities)

Cathy Stephens - *Primary Member*

Melissa Zone - *Alternate*

Williamson County

Bob Daigh, P.E. - *Primary Member*

Terron Evertson - *Alternate*

Williamson County (Smaller Cities)

Tom Yantis - *Primary Member*

Vacant - *Alternate*



2024 APPOINTMENT TO THE TECHNICAL ADVISORY COMMITTEE

PRIMARY VOTING MEMBER:

Name: Winton Porterfield

Title: Assistant Director of Transportation

Organization: Hays County

Representing: Hays County

Address: 2171 Yarrington Road, Kyle, TX 78640

Phone: 512.560.7734

Email: winton.porterfield@co.hays.tx.us

Term Expiration: January 31, 2025

ALTERNATE VOTING MEMBER:

Name: Marti Reich

Title: Senior Staff Engineer

Organization: Hays County Transportation

Representing: Hays County

Address: 2171 Yarrington Road, Kyle, TX 78640

Phone: 512.673.0171

Email: marti.reich@co.hays.tx.us

Term Expiration: January 31, 2025

Signature of Appointing Official

Return to: Kimberly Petty, Executive Assistant
kimberly.petty@campotexas.org

DEADLINE FOR COMPLETED FORM - DECEMBER 15, 2023



2024 APPOINTMENT TO THE TECHNICAL ADVISORY COMMITTEE

PRIMARY VOTING MEMBER (SMALLER CITIES REPRESENTATIVE):

Name: Angela Kennedy

Title: City Engineer

Organization: City of Buda

Representing: Hays County

Address: 405 E. Loop St., Building 100, Buda, TX , 78610

Phone: 512.312.5745

Email: akennedy@budatx.gov

Term Expiration: January 31, 2025

ALTERNATE VOTING MEMBER (SMALLER CITIES REPRESENTATIVE):

Name: Aaron Reed

Title: Director of Public Works

Organization: City of Dripping Springs

Representing: Hays County

Address: 511 Mercer Street, Dripping Springs, TX 78620

Phone: 512.858.4724

Email: areed@cityofdrippingsprings.com

Term Expiration: January 31, 2025

Signature of Appointing Official

Return to: Kimberly Petty, Executive Assistant
kimberly.petty@campotexas.org

DEADLINE FOR COMPLETED FORM - DECEMBER 15, 2023



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize Building Maintenance to purchase a new Tornado Floor Scrubber in the amount of \$1,478.13 and amend the budget accordingly. **SHELL/T.CRUMLEY**

Summary:

The floor scrubber that Building Maintenance currently has is estimated to be about 20 years old, at end of life, and needs to be replaced. Building Maintenance secured three quotes for a Tornado 1.5HP Tornado Floor Scrubber and Grainger submitted the lowest quote at \$1,478.13. Funding for this purchase has been identified in the Building Maintenance FY24 operating budget.

Fiscal Impact:

Amount Requested: \$1,479

Line Item Number: 001-695-00.5719_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$1,479 - Increase Misc. Equipment_Operating 001-695-00.5719_400

(\$1,479) - Decrease Janitorial Supplies 001-695-00.5208

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Sourcwell Cooperative Contract - 091422-WWG

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Grainger Quote

Zoro Quote

Enjoy Tool Quote



Quotation

100 Grainger Pkwy
Lake Forest IL 60045-5201
www.grainger.com
(800)472-4643

Customer Information

HAYS COUNTY
712 S STAGECOACH TRL STE 1071
SAN MARCOS TX 78666-6247

Billing Information

HAYS COUNTY
712 S STAGECOACH TRL STE 1071
SAN MARCOS TX 78666-6247

Shipping Information

HAYS COUNTY
BUILDING MAINTENANCE
712 S STAGECOACH TRL STE 1071
SAN MARCOS TX 78666-6247

Information

Grainger Quote Number	2055969791
Quote Start Date	10/31/2023
Quote Expiration Date	11/30/2023
Creation Date	10/31/2023
Grainger EIN Number	36-1150280
PO #	
PO Create Date	
PO Release #	
Customer Number	872624945
Department Number	
Project/Job Number	
Requisitioner Name	
Attention	
Caller	CHRIS DEICHMANN
Telephone Number	5123932271
Page	1 / 2

Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms® 2020:	FOB DESTINATION
Freight Terms:	Prepaid + Fee
Carrier:	* See line item detail
Payment Terms:	Net 30 days after invoice date

Special Instructions:

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
10	21YG51	Floor Scrubber,Single,20 In,1.5HP,175rpm Manufacturer: TORNADO Part Number: 97595 Carrier: Origin: US		1.00	EA	1,339.13	1,339.13
Sub Total							1,339.13
Estimated Shipping							0.00



Quotation

100 Grainger Pkwy
Lake Forest IL 60045-5201
www.grainger.com
(800)472-4643

Information

Grainger Quote Number	2055969791
Creation Date	10/31/2023
Customer Number	872624945
Page	2 / 2

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
-----------------	----------	-------------	----------------------	-----	------	-------	-----------------

Estimated Other Shipping							139.00
--------------------------	--	--	--	--	--	--	--------

Total USD							\$ 1,478.13
-----------	--	--	--	--	--	--	-------------

Thank you for the opportunity to provide this quotation.

Please reference our Grainger quote number when you are ready to place your order.

Any changes to the products and/or quantities identified in the quotation may result in different pricing.


Quoted shipping charges and delivery date are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable.

This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at <https://www.grainger.com/content/mc/policies/terms-of-sale>.

[Home](#) / [Janitorial & Cleaning Supplies](#) / [Vacuums & Steamers](#) / [Floor Scrubbers](#) / Floor Scrubber, Single, 20 In, 1.5HP, 175rpm

[Shop All Floor Scrubbers](#)



 Hover or click to zoom
Help us improve our [product images](#)


TORNADO

Floor Scrubber, Single, 20 In, 1.5HP, 175rpm

Mfr # 97595 Zoro # G5159095

★★★★★ 0 reviews | [Write a Review](#)

\$1,693.99 /ea


Item requires special delivery charges. A \$25.00 per item surcharge will be applied. 

In Stock

— 1 +

 Add to Cart



Subtotal: \$1,693.99 

Ships in 1 business day

Free Shipping on orders over \$50 after you sign in

Free 30-Day Returns

[Learn More About Shipping & Returns](#)

Key Features

Machine Size

20 in

Motor

1.5 hp



[Home](#) > [Janitorial & Cleaning Supplies](#) > [Vacuums & Steamers](#) > [Floor Scrubbers](#)

Floor Scrubber, Single, 20 In, 1.5HP, 175rpm, Mfr#: 97595, TORNADO

\$1718.99

free shipping will be applied on orders over \$50

Floor Scrubber, Single Speed, Machine Size 20 in, 1.5 hp Motor, Power Source 115V AC @ 60 Hz, Brush Speed 175 RPM, Cord Length 50 ft, Sound Level 66 dB, Construction Rolled Steel, Features Quick-Grip Pad Holders Come Standard, Cam-Lever Provides Variable Height Adjustment, Includes Pad Driver

9999 in stock

− 1 +

Add to cart

Brand Name: [TORNADO](#)

Mfr #: 97595

Availability: Ships in 1 days

SKU: [CRGB159095](#)

Category: [Floor Scrubbers](#)

[Description](#)

[Reviews \(0\)](#)



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

Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Jenifer O'Kane, Tax Assessor

Sponsor:

Judge Becerra

Agenda Item

Approve the resolution amending authorized representatives for the Tax Office Texpool account. **BECERRA/O'KANE**

Summary

This item removes former Assistant TAC Elizabeth Shahan and adds new Assistant TAC Theresa Cruz to the Texpool account.

Attachments

Resolution - Texpool



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. This document supersedes all prior Authorized Representative forms.

* Required Fields

1. Resolution

WHEREAS,

Hays County Tax Assessor Collector

79442

Participant Name*

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / Texpool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / Texpool Prime account or (2) is no longer employed by the Participant; and
- That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Jennifer O'Kane Tax Assessor Collector

Name

Title

5123935508

5123935547

jenifer.okane@co.hays.tx.us

Phone

Fax

Email

X Jennifer O'Kane

Signature

2. Theresa Cruz Assistant Tax Assessor Collector

Name

Title

5123935513

5123935547

theresa.cruz@co.hays.tx.us

Phone

Fax

Email

X Theresa Cruz

Signature

3. Kathryn Henning Financial Specialist IIII

Name

Title

5123935515

5123935547

kathryn.henning@co.hays.tx.us

Phone

Fax

Email

X Kathryn Henning

Signature

1. Resolution (continued)

4. Vianna Garza Property Tax Supervisor
Name Title
5 1 2 3 9 3 5 5 1 1 5 1 2 3 9 3 5 5 4 7 vianna.garza@co.hays.tx.us
Phone Fax Email
Vianna Garza
Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Kathryn Henning
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of , 2 0.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*

Printed Name*
County Judge
Title*

ATTEST

Signature*

Printed Name*
County Clerk
Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dtsystems.com

Fax: 866-839-3291



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

CUTLER

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the execution of the Third Amendment to the Interlocal Cooperation Agreement between Hays County and Comal County for Jail Services, effective January 1, 2024. **SHELL/CUTLER**

Summary:

Fiscal Impact:

Amount Requested: Contract rate increase from \$100 to \$108 per day per inmate
Line Item Number: 001-618-03.5361

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes, Amendment to Interlocal Agreement,

Auditor's Office

G/L Account Validated Y/N?: Yes, Contract Inmate Detention
New Revenue Y/N?: N/A
Comments:

Attachments

Third Amendment

**THIRD AMENDMENT
TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN HAYS COUNTY AND COMAL COUNTY
FOR JAIL SERVICES**

This Third Amendment to the Interlocal Cooperation Agreement for Jail Services ("Amendment") is entered into by and between Comal County, Texas ("Comal") and Hays County, Texas ("Hays"), parties to the Interlocal Cooperation Agreement for Jail Services dated February 21, 2021 ("Agreement"). By execution of this Amendment, the parties agree that the Agreement shall be amended effective January 1, 2024.

Comal and Hays now desire to amend the terms of the Agreement as more particularly set forth below:

1. ARTICLE III, Section 1 PER DIEM RATE is amended as follows:

"The per diem rate for detention services under this Agreement is ~~one hundred dollars (\$100.00)~~ **one hundred and eight dollars (\$108.00)** per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement, except that Hays may not be billed for two calendar days when an inmate is admitted one evening and removed the following morning. In that situation, Comal will bill Hays for the day of arrival, but not for the day of departure."

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 Addendum as of the dates set forth below.

COMAL COUNTY, TEXAS

HAYS COUNTY, TEXAS

Sherman Krause, County Judge

Ruben Beccera, County Judge

DATE: _____

DATE: _____

ATTEST:

ATTEST:

Bobbie Koepp, County Clerk

Elaine H. Cardenas, County Clerk



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Sponsor:

Commissioner Shell

Agenda Item:

Receive and ratify the finalized Purchase Agreement between Hays County and the Hill Country Land Reserve, LLC. related to Parks and Open Space bond project **SHELL**

Summary:

The attached agreement was authorized for completion and execution out of prior Executive Session meetings on 2020 recommended Parks and Open Space Bonds Projects.

Attached: Purchase Agreement with Hill Country Land Reserve

Fiscal Impact:

Amount Requested: \$2,500,000 (purchase price)

\$13,324 (closing costs)

Line Item Number: 154-813-97-392.5741

Budget Office:

Source of Funds: 2020 Voter Approved Park Bond (issued in 2021)

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Auditor's Office:

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

New Revenue Y/N?: N/A

Comments:

Attachments

Purchase Agreement Hill County Land Reserve

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Purchase Agreement"), is entered into by and between Hill Country Land Reserve, LLC ("Owner"), and the COUNTY OF HAYS, a political subdivision of the State of Texas, whose address is 111 E. San Antonio St., Suite 300, San Marcos, Texas 78666 ("COUNTY"), acting by and through the Hays County Commissioners Court, concerning the purchase and sale of that certain real property situated in Hays County, State of Texas, such real property containing approximately 102.8 acres of land, more or less, and being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Property").

OWNER hereby agrees to sell, and COUNTY agrees to buy the Property, subject to the following terms and conditions:

1. PURCHASE PRICE. The "Purchase Price" of the Property is the total amount of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00). In the event the appraisal of the Property indicates a value for the Property that exceeds the Purchase Price, then OWNER will be deemed to have made a donation to COUNTY as of the Closing Date (as defined below) for the amount by which the appraised value exceeds the Purchase Price, and COUNTY will provide OWNER written acknowledgment of such donation including the amount thereof.
2. IMPROVEMENTS AND PERSONAL PROPERTY. The Property shall be conveyed together with any improvements and personal property (without warranty of title and in its as-is condition) to the extent owned by OWNER and located on the Property on the Closing Date.
3. SURVEY. OWNER has delivered to COUNTY its existing survey and field notes of the Property, which the parties agree shall provide the legal description for the Deed. If the COUNTY desires a re-certification of the existing survey or a new survey, such re-certification or new survey shall be undertaken at the expense of COUNTY. If the description changes in the re-certification of the existing survey or in the new survey, the revised description for the Property shall replace the property description set forth in this Purchase Agreement and shall be used in the Deed.
4. TITLE COMMITMENT. On or before the thirtieth (30th) day prior to closing, COUNTY at its expense will obtain a commitment for title insurance from a title company acceptable to COUNTY ("Title Company"). COUNTY shall have fifteen (15) days after receipt of the latter of the commitment and the existing survey within which to notify OWNER in writing of COUNTY's objections to any exceptions shown in said title commitment or in the existing survey. In the event COUNTY timely objects to any exceptions as set forth in the commitment or existing survey, OWNER may elect to remedy any such objections within fifteen (15) days after receipt of such notice from COUNTY. However, nothing contained herein shall require OWNER to cure any of COUNTY's objections. In the event the objections are not cured within said fifteen-day period, COUNTY may: 1) terminate this Purchase Agreement and this Purchase Agreement shall be null and void; or 2) waive the objections to title and close the sale, thereby deeming same to be Permitted Exceptions. COUNTY's failure to give OWNER such written notice within the prescribed time shall be deemed to be COUNTY's acceptance of the title commitment.

Notwithstanding the foregoing, COUNTY shall not object to, and hereby accepts, the following matters as "Permitted Exceptions":

- (i) the standard printed Schedule B exceptions in the title commitment;
- (ii) any exceptions or matters not objected to within the period provided above, and objections which are waived or deemed accepted in the manner herein provided.

5. WARRANTY OF TITLE; REVERTER RIGHTS. COUNTY agrees to accept the Property by a warranty deed in substantially similar form as the deed by which Owner acquired the Property (the "Warranty Deed"). The Warranty Deed will include the following provisions:

(a) Fee simple title to the Property will revert to OWNER if, beginning eighteen (18) months after the Closing Date, the Property is ever not used for its intended purpose of a preserve with a publicly accessible trail across the Property that connects with publicly accessible trails owned by the City of San Marcos, or its successor, on two sides of the Property.

(b) Fee simple title will revert to OWNER if (1) any construction occurs on the Property other than trails, trail signage, and the Planned Improvements, or (2) the total impervious cover of the Planned Improvements exceeds two (2) acres. As used herein, "Planned Improvements" means a trailhead, parking facilities, an access road, bathrooms, a single pavilion, and a park department facility for the Property's maintenance and park information, all of which may be located within an area not to exceed five (5) acres as shown on the map attached hereto as Exhibit "C" and made a part hereof for all purposes,

(c) If OWNER is not in existence on the date giving rise to a reversion of title under (a) or (b) above, then fee simple title to the Property shall instead be transferred at that time to Great Springs Project, a Texas nonprofit corporation, if Great Springs Project is then in existence, or San Marcos River Foundation, a Texas nonprofit corporation, if Great Springs Project is not then in existence but San Marcos River Foundation is then in existence, or to The Nature Conservancy, if Great Springs Project and San Marcos River Foundation are not then in existence.

6. ENVIRONMENTAL STATUS OF PROPERTY. COUNTY may conduct its own inspection, assessment, and investigation of the Property with respect to its condition, inventory, and environmental status and history. COUNTY acknowledges and agrees that OWNER makes, and has made, no representations or warranties to COUNTY with respect to the condition, inventory, or environmental status and history of the Property, and COUNTY shall rely entirely on its own inspection, assessment, and investigation of the Property.

7. CLOSING; APPRAISAL. Closing will be on or before fifteen (15) days after COUNTY attains an appraisal that confirms the value of the Property meets or exceeds the Purchase Price cited in Section 1. above. COUNTY will deliver a copy of the appraisal to OWNER within five (5) business days after COUNTY's receipt thereof. If the appraisal indicates that the value of the Property is less than the Purchase Price, then the Parties may reduce the Purchase Price to conform with the appraisal or mutually terminate this Purchase Agreement. Closing will take place at the offices of the Title Company or at such other place as the parties may mutually agree. If for any reason or no reason the Closing has not occurred by November 1, 2023, then OWNER may terminate this Purchase Agreement with written notice to COUNTY.

At closing, OWNER shall deliver to COUNTY the following:

a) A Warranty Deed which shall be recorded at COUNTY's expense and shall convey title to the Property, subject to the Permitted Exceptions.

b) An Owner's Policy of Title Insurance. The policy shall be in the form prescribed by the State Board of Insurance, subject to the Permitted Exceptions, and shall be paid by COUNTY.

c) A Quitclaim Bill of Sale conveying all of OWNER's interest in the Personal Property remaining on the Property purchased by COUNTY.

d) Any additional documentation reasonably requested.

At closing, COUNTY shall execute, deliver, and/or accept the following:

a) A certified or cashier's check, or wire transfer, in the amount of the purchase price and diligence funding.

b) The Warranty Deed.

c) The Quitclaim Bill of Sale.

d) Any additional documentation reasonably requested.

8. CLOSING EXPENSES AND ADJUSTMENTS. All closing costs not ascribed to OWNER herein shall be paid by COUNTY. Taxes shall be prorated through closing, and each party shall be responsible for its own attorneys' fees. COUNTY is a tax-exempt entity and shall not be responsible for the payment of any taxes, including rollback taxes.

9. RIGHT OF ENTRY; INSPECTION. COUNTY and its agents may enter upon the Property at reasonable times with one business day advance written notice to OWNER for surveying, conducting an environmental inspection and assessment to detect hazardous or toxic substances, and other reasonable purposes related to this transaction. To the extent authorized by the Constitution and laws of the State of Texas, COUNTY shall release and indemnify OWNER from all claims or liabilities rising from injury to COUNTY's employees or agents incurred in inspecting the Property. All visits and inspections of the Property shall be at the sole risk of COUNTY, and to the extent authorized by the Constitution and laws of the State of Texas COUNTY shall release, indemnify and hold OWNER harmless from and against any and all claims, demands, injuries, damages, costs, expenses (including reasonable attorney's fees) or liability incurred by or asserted against OWNER as a result of, or in any way arising out of, any of those visits or inspections. If this Purchase Agreement is terminated for any reason, COUNTY shall repair any damage caused by any of those visits or inspections so as to restore the Property to its same condition before the damage. The provisions of this paragraph shall survive any termination of this Purchase Agreement.

10. "AS-IS" CONVEYANCE. THE PROPERTY IS BEING CONVEYED "AS IS, WHERE IS," AS SET FORTH BELOW AND WHICH LANGUAGE WILL BE REFLECTED IN THE DEED AND BILL OF SALE. COUNTY ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PURCHASE AGREEMENT AND EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THE DEED TO BE DELIVERED AT CLOSING, OWNER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING, OR WITH RESPECT TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (iii) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (v) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. SPECIFICALLY, BUT NOT IN LIMITATION OF THE FOREGOING, COUNTY FURTHER ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS PURCHASE AGREEMENT, OWNER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. EXCEPT AS OTHERWISE PROVIDED IN THIS PURCHASE AGREEMENT AND EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THE DEED TO BE DELIVERED AT CLOSING, COUNTY WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OWNER, ITS AGENTS OR CONTRACTORS. OWNER WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF OWNER.

11. REAL ESTATE COMMISSIONS. OWNER and COUNTY represent and warrant to each other that they have dealt with no broker, finder or similar agent in connection with the transaction provided for in this Purchase Agreement.

12. NOTICE. Any notice, demand, or other communication required to be given or to be served upon a Party under this Purchase Agreement shall be in writing and delivered to the person to whom the notice is directed, either: (i) in person with confirmation; (ii) by United States Mail,

as a registered or certified item with return receipt required; (iii) delivered by delivery service (including any express mail or overnight delivery service); or (iv) by confirmed facsimile or email transmission. Notices, demands, or other communications delivered by mail shall be deemed given and received when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper, addressed properly, with proper postage affixed. Any notice, demand, or other communication given other than by certified or registered mail, return receipt requested, shall be deemed to have been given and received when delivered to the address of the Party to whom it is addressed as stated below:

To COUNTY: County Judge
Hays County Commissioners Court
111 E. San Antonio St., Suite 300
San Marcos, Texas 78666
Email: judge.becerra@co.hays.tx.us

With Copy to:
Mark D. Kennedy (or successor)
Hays County Criminal District Attorney's Office
Civil Division – Historic Courthouse
111 E. San Antonio St., Suite 202
San Marcos, Texas 78666
Fax (512) 392-6500
Email: mark.kennedy@co.hays.tx.us

To OWNER: Hill Country Land Reserve, LLC
Attn: Deborah Morin
1600 Windsor
Austin, TX 78703
Email: splendor101@gmail.com

With Copy To:
Garry Merritt

P.O. Box 12331
Austin, TX 78711
Email: garry@greatspringsproject.org

A change of address or other contact information for any Party may be given by written notice as provided above.

13. NON-FOREIGN STATUS AFFIDAVIT; STATUTORY NOTICES & DISCLOSURES. OWNER agrees to furnish to COUNTY an Affidavit setting out OWNER's non-foreign status, in accordance with the requirements of the Tax Reform Act of 1984, Section 1445 of the Internal Revenue Code. Such Affidavit will be furnished to COUNTY at or before closing. COUNTY

acknowledges that OWNER has provided the statutory notices and other disclosures identified in Exhibit B attached hereto and incorporated by reference.

14. MERGER. Any covenant or agreement herein which contemplates performance after the time of closing of this transaction shall not be deemed to be merged into or waived by the instruments of closing and shall expressly survive and be binding upon the parties obligated thereby.

15. AGREEMENT FOR MEDIATION. The parties to this Purchase Agreement agree to negotiate in good faith in an effort to resolve any dispute related hereto that may arise between the parties or between a party and a broker, if any. If the dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before resorting to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute who shall share the cost of mediation services equally.

16. ASSIGNMENT; SUCCESSORS AND ASSIGNS. COUNTY may not assign this Purchase Agreement without OWNER's prior written consent. Subject to this restriction on assignment, this Agreement and all of its terms and provisions shall be binding upon and inure to the benefit of OWNER, COUNTY, and their successors and assigns.

17. COMPLETE AGREEMENT. This Purchase Agreement constitutes the sole and complete agreement between the parties and cannot be changed except by written amendment signed in advance by both OWNER and COUNTY. No representation or promise not included in this Purchase Agreement or any written amendment shall be binding upon the parties.

18. TIME; HOLIDAYS. Time is of the essence of this Purchase Agreement. If any date set forth in this Purchase Agreement or computed pursuant to this Purchase Agreement falls on a Saturday, Sunday or national holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.

19. WAIVERS. The failure by either party to enforce against the other any term or provisions of this Purchase Agreement shall not be deemed to be a waiver of that party's right to enforce against the other party the same or any other term or provision. The terms and provisions of this Purchase Agreement shall not merge with, or be extinguished or otherwise affected by, any subsequent conveyance or instrument between the parties, unless the instrument specifically so states and is signed by both parties.

20. GOVERNING LAW. This Purchase Agreement and the obligations under this Purchase Agreement shall be construed in accordance with, governed by, and shall be subject to, the laws of the State of Texas, and exclusive venue for any dispute or claims in connection herewith shall be in Hays County, Texas.


21. EXECUTION IN COUNTERPARTS. This Purchase Agreement can be executed in counterparts, each of which shall be an original and, upon the delivery to each of the parties of one or more of the Purchase Agreement signed by all parties, together will constitute a fully executed and binding agreement.

22. DEADLINE. This Purchase Agreement will be deemed null and void unless signed by OWNER and COUNTY before August 31, 2023.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Purchase Agreement to be executed by their duly authorized officers to be effective on this 23rd day of August, 2023.

COUNTY OF HAYS

By: 
Ruben Becerra
COUNTY JUDGE

Date: _____

**HILL COUNTRY LAND
RESERVE, LLC**

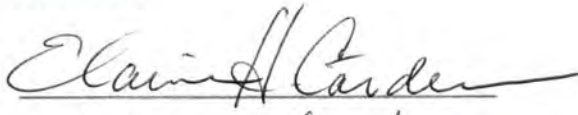
By: D. Morin
D. Morin (Aug 23, 2023 13:32 EDT)

Name: Deborah Morin

Title: Manager

Date: August 23, 2023

ATTEST:


Elaine H. Cardenas
COUNTY CLERK



APPROVED AS TO FORM:



Mark D. Kennedy
OFFICE OF GENERAL COUNSEL

EXHIBIT A
Property Description

EXHIBIT A

DESCRIPTION OF 182.81 ACRES, MORE OR LESS, OF LAND AREA IN THE THOMAS W. FORSITH SURVEY, A-173, THE BENJAMIN J. WHITE SURVEY, A-469 AND THE JOHN WILLIAMS SURVEY, A-471, PARTIALLY IN THE CITY OF SAN MARCOS, HAYS COUNTY TEXAS, BEING A PORTION OF THAT TRACT INCORRECTLY DESCRIBED AS 85.34 ACRES IN A DEED FROM J. M. MURRAY ET UX TO HUGH A. SNELLINGS ET UX, DATED MARCH 4, 1964 AND RECORDED IN VOLUME 199, PAGE 505 OF THE HAYS COUNTY DEED RECORDS, AND ALL OF THAT TRACT DESCRIBED AS 1.011 ACRES IN A DEED FROM MINNIE MAE WILLS HOWARD TO HUGH A. SNELLINGS, DATED AUGUST 10, 1993 AND RECORDED IN VOLUME 1010, PAGE 729 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set in the southwest line of Ranch Road 12 and that tract described as 0.47 of an acre in a deed from J. M. Murray et ux to the State of Texas, dated November 4, 1936 and recorded in Volume 112, Page 260 of the Hays County Deed Records, for the common north corner of that tract described as 6.797 acres in a deed from John D. Murray et ux to Billy B. Edwards, dated July 28, 1989 and recorded in Volume 793, Page 48 of the Hays County Real Property Records and the east corner of this description;

THENCE leaving the State of Texas tract, Ranch Road 12 and PLACE OF BEGINNING as shown on that plat numbered 27363-17-d dated February 16, 2017 as prepared for Curtis Elisk by Byrn & Associates, Inc. of San Marcos, Texas with the northwest line of the Edwards tract, S 46° 49' 47" W 749.64 feet to a 1/2" iron rod found for the common west corner of the Edwards tract and the east corner of that tract described as 1.04 acres in a deed from Minnie Mae Wills Howard to Charles Ray Smith, dated May 8, 1975 and recorded in Volume 275, Page 378 of the Hays County Deed Records;

THENCE leaving the Edwards tract, with the common northeast line of the Smith 1.04 acre tract and a southwest line of the Snellings tract, N 46° 23' 55" W 335.83 feet to a 5" metal corner post found for the common north corner of the Smith 1.04 acre tract, and an interior corner of the Snellings tract;

THENCE with the common occupied southeast line of the Snellings called 85.34 acre tract and the northwest line of the Smith 1.04 acre tract, the northwest line of that tract described as 3.00 acres in a deed from Minnie Mae Wills Howard to Charles Ray Smith et ux, dated August 12,

1993 and recorded in Volume 1011, Page 449 of the Hays County Official Public Records, and the northwest line of that tract described as 1.00 acre in a deed from Charles Ray Smith and June G. Smith to Jesse Shroyer et ux, dated August 12, 1993 and recorded in Volume 1011, Page 445 of the Hays County Official Public records, S 42° 31' 10" W 436.85 feet to a 1/2" iron rod found for the common west corner of the Shroyer tract and a north corner of that tract described as 56.6098 acres in a deed from Moffitt Legacy LLC to Debra & Michael L. Moffitt, dated December 22, 2011 and recorded in Volume 4252, Page 477 of the Hays County Official Public Records;

THENCE leaving the Shroyer tract, with the common occupied southeast line of the Snellings called 85.34 acre tract and the northwest line of the Moffitt tract, S 39° 09' 26" W 269.38 feet to a 60d nail found for the east corner of the previously mentioned Snellings 1.011 acre tract;

THENCE with the common southeast line of the Snellings 1.011 acre tract and the northwest line of the Moffitt tract, S 42° 56' 28" W 209.79 feet to a 1/2" iron rod found for the south corner of the Snellings 1.011 acre tract;

THENCE leaving the Snellings 1.011 acre tract, with the common occupied southeast line of the Snellings called 85.34 acre tract and the northwest line of the Moffitt tract, the following eleven courses:

1. S 41° 28' 00" W 151.72 feet to a 24" cedar tree,
2. S 41° 56' 33" W 327.14 feet to a 12" live oak tree,
3. S 41° 27' 41" W 138.19 feet to a double 8" elm tree,
4. S 42° 29' 56" W 202.86 feet to a 18" live oak tree,
5. S 42° 55' 23" W 463.69 feet to a cedar fence post,
6. S 42° 02' 43" W 199.39 feet to a 14" live oak tree,
7. S 43° 49' 20" W 318.09 feet to a dead 12" live oak tree,
8. S 45° 48' 56" W 146.57 feet to a double 12" & 14" live oak tree,
9. S 42° 23' 27" W 80.05 feet to a 14" cedar tree,
10. S 41° 00' 25" W 109.40 feet to a dead 10" live oak tree, and
11. S 42° 02' 32" W 209.02 feet to a 3" cedar corner post found in the northeast line of that tract described as 75.149 acres in a deed from Craddock Avenue Partners LLC to the City of San Marcos, dated August 21, 2013 and recorded in Volume 4728, Page 665 of the Hays County Official Public Records, for the common south corner of the Snellings called 85.34 acre tract and the west corner of the Moffitt tract;

THENCE leaving the Moffitt tract, with the common southwest line of the Snellings called 85.34 acre tract and the northeast line of the City of San Marcos tract, N 46° 14' 14" W 760.96

feet to an iron rod found with a plastic cap stamped "4324" for the common north corner of the City of San Marcos tract and the southerly east corner of that tract described as "Tract A - 114.00 acres" in a deed from Minnie Mae Wills Howard et al to Marion H. Wills, dated September 25, 1986 and recorded in Volume 1658, Page 162 of the Hays County Official Public Records;

THENCE leaving the City of San Marcos tract, with the common west line of the Snellings called 85.34 acre tract and the east line of the Wills tract, the following seven courses:

1. N 40° 26' 33" W 241.96 feet to a 2" cedar post in fence,
2. N 28° 13' 39" W 308.73 feet to a 2" cedar post in fence,
3. N 24° 34' 29" W 244.73 feet to a 4" cedar post in fence,
4. N 27° 27' 18" W 217.18 feet to a dead 10" live oak tree in fence,
5. N 42° 08' 02" W 53.65 feet to a 6" cedar corner post,
6. N 25° 35' 04" E 267.73 feet to a 13" cedar tree in fence,
7. N 45° 13' 35" E 277.83 feet to a 27" cedar tree in fence, pass at 176.5 feet the common occupied northerly east corner of the Wills tract and the south corner of Lot 1, San Marcos Ranch, Section 2, as recorded in Volume 6, Page 19 of the Hays County Plat Records;

THENCE with the common occupied northwest line of the Snellings called 85.34 acre tract and the southeast line of Lot 1, San Marcos Ranch, Section 2, the following fifteen courses:

1. N 44° 52' 10" E 120.39 feet to a 16" cedar tree,
2. N 43° 05' 10" E 153.17 feet to a 24" cedar tree,
3. N 44° 27' 32" E 376.68 feet to a 10" live oak tree,
4. N 45° 12' 12" E 205.10 feet to a 10" cedar tree,
5. N 50° 08' 43" E 9.82 feet to a 14" live oak tree,
6. S 82° 51' 55" E 73.03 feet to a 15" live oak tree,
7. S 83° 33' 23" E 48.92 feet to a 14" live oak tree,
8. S 84° 22' 39" E 171.21 feet to a 3" cedar post,
9. S 84° 30' 54" E 108.00 feet to a 7" cedar tree,
10. S 84° 25' 56" E 97.05 feet to a 26" live oak tree,

11. S 89° 43' 49" E 32.20 feet to a 2 1/2" pipe post,
12. N 89° 12' 21" E 143.94 feet to a dead 18" live oak tree,
13. S 77° 21' 56" E 85.83 feet to a double 8" & 10" cedar tree,
14. S 78° 01' 36" E 258.23 feet to a 8" cedar tree,
15. S 77° 53' 08" E 125.42 feet to a 1/2" iron rod found for the common southeast corner of Lot 1, San Marcos Ranch, Section 2, and the southwest corner of that tract described as 13.58 acres in a deed from Jerry D. Fields & Linda Fields to Texas State University, dated January 15, 2016 and recorded in Hays County Document Number 16001669 of the Hays County Official Public records;

THENCE leaving Lot 1, San Marcos Ranch, Section 2, with the common occupied north line of the Snellings called 85.34 acre tract and the south line of the Texas State University 13.58 acre tract, the following five courses:

1. S 77° 22' 32" E 135.88 feet to a 36" live oak tree,
2. S 74° 31' 47" E 164.28 feet to a 20" elm tree,
3. S 72° 36' 35" E 121.66 feet to a 28" live oak tree,
4. N 53° 47' 59" E 94.49 feet to a 18" live oak tree,
5. N 50° 29' 37" E 188.69 feet to a 15" live oak tree found for an angle point in the southeast line of the Texas State University 13.58 acre tract and the west corner of that tract described as 8.36 acres in a deed from Marla Sams et al to Texas State University, date March 3, 2016 and recorded in Hays County Document Number 16006824 of the Hays County Official Public records;

THENCE leaving the Texas State University 13.58 acre tract, with the occupied southeast line of the Texas State University 8.36 acre tract, the following eight courses:

1. S 35° 26' 09" E 156.70 feet to a 6" treated post,
2. N 80° 43' 39" E 326.81 feet to a 17" live oak tree,
3. Entering the Snellings called 85.34 acre tract, N 46° 35' 10" E 225.25 feet to a 8" cedar post,
4. N 23° 06' 29" W 50.27 feet to a 6" cedar post in the north-west line of the Snellings called 85.34 acre tract,
5. N 30° 03' 56" E 132.89 feet to a 36" live oak tree,
6. N 58° 48' 09" E 64.74 feet to a 6" cedar post,

7. N 78° 56' 40" E 313.27 feet to a 6" cedar post, and

8. N 37° 14' 06" E 94.43 feet to a calculated point in the southwest line of the previously mentioned State of Texas tract and Ranch Road 12, pass at 94.23 feet a 1/2" iron rod found;

THENCE leaving the Texas State University 8.36 acre tract, with the southwest line of the State of Texas tract and Ranch Road 12, with a left breaking curve having the following characteristics: central angle = 05° 34' 23", radius = 3869.72 feet, arc length = 376.41 feet, and a chord which bears S 70° 12' 17" E 376.26 feet to the PLACE OF BEGINNING.

There are contained within these metes and bounds 102.81 acres, more or less, of land area as prepared from public records and a survey made on the ground on February 16, 2017 by Bym & Associates, Inc. of San Marcos, Texas. All 1/2" iron rods set are capped with a plastic cap stamped "Bym Survey". The BEARING BASIS for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone.


Kyle Smith, R.P.L.S. #5307



Client: Elsik, Curtis

Date: February 16, 2017

Survey: Forsith, Thomas W, A-173, White, Benjamin J, A-469, Williams, John, A-471

County: Hays

Job No: 27363-17

RND102.81

EXHIBIT B
STATUTORY NOTICES & DISCLOSURES

1. Notice Regarding Possible Liability for Additional Taxes.

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

If for the current ad valorem tax year the taxable value of the land that is the subject of this Purchase Agreement is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

2. Statutory Notices.

Utility District Notice: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49 of the Texas Water Code requires a seller to deliver and buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this Purchase Agreement. The parties agree to execute the statutory notice prior to the Closing.

Notice Regarding Possible Annexation: If the Property is located outside the limits of a municipality, OWNER notifies COUNTY under Section 5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

Unimproved Property Located in a Certified Service Area of a Utility Service Provider: Notice required by Section 13.257 of the Water Code - the Property may be located in a certified water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certified area. If the Property is located in a certified area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to the Property. You are advised to determine if the Property is in a certified area and contact

the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to the Property.

Public Improvement Districts: If the Property is in a public improvement district, Section 5.014 of the Texas Property Code requires a seller to notify the buyer as follows: As a buyer of the Property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Buyer's failure to pay the assessments could result in a lien on and the foreclosure of the Property.

Groundwater Conservation Districts: The Property is located within the Hays Trinity Groundwater Conservation District and/or the Barton Springs Edwards Aquifer Conservation District.

3. **Lead Paint Warning.**

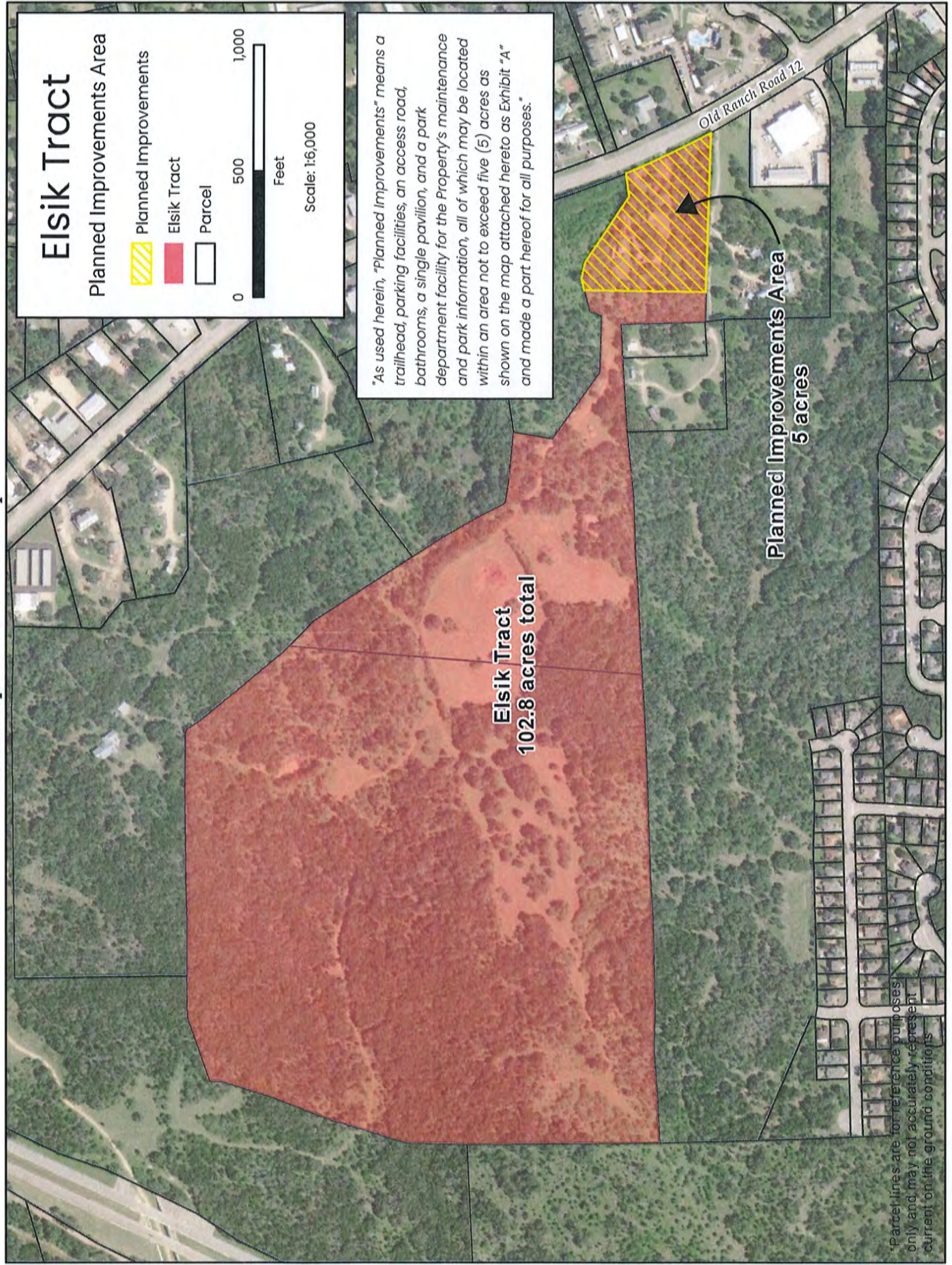
Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. By its execution of this Purchase Agreement, COUNTY acknowledges that (a) it has read and understands the foregoing lead warning statement, (b) COUNTY has obtained, or shall obtain, a lead hazard information pamphlet in the form prescribed by the Environmental Protection Agency under Section 406 of the Toxic Substances Control Act, and (c) COUNTY will conduct such studies and tests for lead-based paint as COUNTY deems appropriate.

4. **Additional Disclosures.**

- a. COUNTY hereby acknowledges that there have been reports in the local media and community of unexplained noises and sightings of apparitions on the Property, and COUNTY waives any rights or claims against OWNER as a result of the foregoing, including, without limitation, any right or claim for rescission of the sale of the Property to COUNTY.

- b. COUNTY hereby acknowledges that dump sites may be located on certain portions of the Property, that COUNTY is responsible for locating and evaluating the impact on COUNTY's use of the Property as a result of any dump sites being located on the Property and that COUNTY will have no claim against OWNER as a result of any dump sites being located on the Property, including, without limitation, any claim for contribution for any required remediation of such dump sites.**

EXHIBIT C
Planned Improvements Area Map





Hays County Commissioners Court

Date: 11/07/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the execution of an annual renewal agreement between Hays County and Samsara in the amount of \$11,700.00 for continued access to the GPS tracking system used for vehicles under Countywide Operations.

INGALSBE/T.CRUMLEY

Summary:

The Samsara software has been used by Countywide Operations since 2020 for the GPS tracking of pool vehicles and vehicles in Parks, Recycling, Building Maintenance, and Health Department. It is time for the annual renewal in the amount of \$11,700. Funding for this was approved in the FY24 approved budget.

Fiscal Impact:

Amount Requested: \$11,700

Line Item Number: 001-712-00.5429

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: Original Contract execution 10.29.2019, early renewal

Auditor's Office:

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Samsara Quote



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-1074488

Issued 10-31-2023

Expires 11-29-2023

Prepared For:

Hays County
101 Thermon Drive
Hays County, Texas
78666

Prepared By:

Austin Smith
austin.smith@samsara.com

Quote Summary

Subtotal

Hardware and Accessories

\$0.00

Licenses

License Term – 36
Months

Shipping and Handling

\$0.00

Upfront Hardware Sales Tax

\$0.00

Annual License Sales Tax

\$0.00

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)
*Sales tax subject to change

First Year Payment

\$11,700.00

**Payments Beginning Year
Two**

\$11,700.00

SHIP TO			
Hardware and Accessories	Quantity	Net Unit Price	Total Price
		Hardware Due	0

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways LIC-VG-ENT	20	\$396.00	\$7,920.00
License for Dual-Facing Camera LIC-CM2-ENT	7	\$540.00	\$3,780.00
		Annual License Due	\$11,700.00

Thank you for considering Samsara

The Samsara platform provides real-time visibility, AI safety programs, and powerful analytics that enable customers to increase the safety, sustainability, and efficiency of their operations. A solution for your business is proposed below.

What is included?

Samsara's connected operations solution may include cellular gateways and/or other hardware devices, hardware accessories, and a per-device license. Licenses provide all applicable ongoing elements of the service, including:

- Real-time sensor data
- Cellular data connectivity for cellular gateways
- Access to the Samsara Hosted Software dashboard and mobile Apps
- Over-the-air software updates and Firmware upgrades
- API access for integration with 3rd party systems as they relate to your licenses
- Support and maintenance for Samsara Products
- Access to training resources

Wifi Data Usage

The Enterprise Vehicle Gateway License (LIC-VG-ENT) includes up to 500MB per month of WiFi data. No other Vehicle Gateway license includes WiFi data, unless identified otherwise in this Order Form together with the magnitude of data included. Connectivity between the Vehicle Gateway and Samsara Software does not count towards the monthly WiFi data provision. Samsara reserves the right to limit access to personal entertainment streaming services. Data usage above the monthly threshold may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of HOS Logs and the Samsara Software. Customer may track data usage from the Gateways page within the Settings section of the Samsara Hosted Software dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date (Net-30). The annual fees are payable by recurring transfer. All transfers made by credit card are subject to a 3% processing fee. Late payments are subject to 1.5% per month late fee. If license payments are delinquent by 60 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

Support and Warranty

Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced pursuant to our Hardware Warranty & RMA policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at <https://www.samsara.com/terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the 'Terms



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

of Service'). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

The continuation of this Agreement on an annual basis after the Effective Date is contingent upon the appropriation of sufficient funds. If sufficient funds fail to be appropriated to provide for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the subsequent fiscal year for which funds have not been appropriated. Samsara shall be entitled to payment for deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Agreement close-out costs.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

Customer confirms that it does not require a separate purchase order (Purchase Order) for the purchase made under this Order Form.

If the above is not checked, Customer represents and warrants that it will ensure the Purchase Order corresponding to this Order Form matches the items, pricing, and other terms and conditions of this Order Form.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature:

Print Name:

Date:

Title:



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Villarreal-Alonzo

Sponsor:

Agenda Item

Accept delivery of the Auditor's Office Quarterly Internal Examination Reports. **VILLARREAL-ALONZO**

Summary

Quarterly Internal Examination Reports attached include the following Offices:

October 2022 to December 2022: Constable Pct. 4 Office and Constable Pct. 2 Office

January 2023 to March 2023: Constable Pct. 2 Office, Justice of the Peace Pct. 5 Office, Constable Pct. 4 Office, Justice of the Peace Pct. 1, 1 Office, Transportation Department, Development Services Office, and County Clerk - Records

April 2023 to June 2023: Justice of the Peace Pct. 1, 1 Office, Sheriff's Fees of Office, Constable Pct. 1 Office, Constable Pct. 3 Office

July 2023 to September 2023: Sheriff's Fees of Office and Constable Pct. 1 Office

Attachments

Quarterly Internal Examination Reports



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 17, 2023

Honorable Ron Hood
Hays County Constable Precinct 4
195 Roger Hanks Parkway #3
Dripping Springs, Texas 78620

Constable Ron Hood:

The Hays County Auditor's Office has examined the monthly reports of Constable 4 for the months of October 2022 through December 2022. The scope of the examination was limited to reviewing the records submitted to this office by Constable Precinct 4. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

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

The following exceptions were noted during the Auditor's Office review for the period October 2022 through December 2022:

#1 One Monthly Revenue Reports and three Off-Duty Reports were submitted to the Hays County Auditor's Office untimely.

The Hays County Auditor's Office noted that the December 2022 Monthly Revenue Reports and all Off-Duty Reports were submitted to the Hays County Auditor's Office after the five-day timeframe per Texas Local Government Code §114.001.

Recommendation

The Hays County Auditor's Office recommends that the Constable Precinct 4 Office review their procedures to ensure that monthly reports are submitted to the Hays County Auditor's Office per Texas Local Government Code §114.001:

LGC §114.001 GENERAL REQUIREMENTS APPLICABLE TO REPORTS:

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

Management Response

Note: per instruction from Constable Precinct 4, response was adapted from prior report.
The Constable Pct. 4 Office has corrected this error.

#2 One Monthly Revenue Reports submitted to the Auditor's Office was overstated by \$75.00.

The October 2022 Monthly Revenue Report included a receipt from the prior month, overstating the revenue collected by \$75.00. All funds were receipted and deposited with the Treasurer's Office.

Recommendation

The Hays County Auditor's Office recommends that the Constable Precinct 4 Office review their procedures to ensure that monthly reports are accurately submitted to the Hays County Auditor's Office per Texas Local Government Code §115.002:

LGC §115.002 EXAMINATION OF BOOKS AND REPORTS:

(b) At least once each quarter, the county auditor shall check the books and shall examine in detail the reports of the county tax assessor-collector, the county treasurer, and all other officers. The auditor shall verify the footings and the correctness of those books and reports. The auditor shall verify the footings and correctness of those books and reports. The auditor shall either stamp the books and reports approved or shall note any differences, errors, or discrepancies.

Management Response

Note: per instruction from Constable Precinct 4, response was adapted from prior report.

Currently, funds receipted Monday – Friday of a given week are deposited by the Constable's Office (Pct. 4) the following Monday with the Treasurer's Office. This is due to the distance and time between the Pct. 4 Office and the Hays County Government Center and is not an efficient use of the Deputy Constable's duties (i.e., law enforcement), to drive to the Government Center more than once per week.

Again, the issues shown would be resolved should the county implement a Countywide policy directing all precepts to be directed to the Treasurer's Office. This would eliminate the delay regarding the untimely deposits and the tills being left open without a deposit for more than five (5) business days.

Should the County not implement a policy change, an alternate solution would be to have the Treasurer's Office contact the Constable, Pct. 4 Office daily to verify if a precept has been received. If so, a courier or personnel from the Treasurer's Office could then retrieve the funds from the Constable, Pct. 4 Office.

#3 Four cash receipts were deposited with the Treasurer's Office untimely.

The Hays County Auditor's Office noted that four (4) cash receipts were deposited to the Treasurer after the fifth business day of allotted time per Texas Local Government Code, §113.022.

Recommendation

The Auditor's office recommends that the Constable Precinct 4 Office review their procedures to consistently ensure funds are deposited with the Treasurer within the time required by Texas Local Government Code §113.022.

LGC §113.022. TIME FOR MAKING DEPOSITS:

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

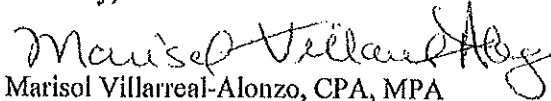
Management Response

Note: per instruction from Constable Precinct 4, response was adapted from prior report.

Same response in "Management Response" issues #2.

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

Sincerely,



Marisol Villarreal-Alonzo, CPA, MPA
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 17, 2023

Honorable Michael Torres
Hays County Constable Precinct 2
5458 FM 2770
Kyle, Texas 78640

Constable Michael Torres:

The Hays County Auditor's Office has examined the monthly reports of Constable Precinct 2 for the months of October 2022 through December 2022. The scope of the examination was limited to reviewing the records submitted to this office by Constable Precinct 2. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

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

The following exceptions were noted during the Auditor's Office review for the period October 2022 through December 2022:

#1 Two Monthly Revenue Reports and three Off-Duty Reports were submitted to the Hays County Auditor's Office untimely.

The Hays County Auditor's Office noted that two (2) of three (3) Monthly Revenue Reports and three (3) of three (3) Off-Duty Reports were submitted to the Hays County Auditor's Office untimely after the five-day timeframe per Texas Local Government Code §114.001.

Recommendation

The Hays County Auditor's Office recommends that the Constable Precinct 2 Office review their procedures to ensure that Monthly Revenue Reports are submitted to the Hays County Auditor's Office per Texas Local Government Code §114.001:

LGC §114.001 GENERAL REQUIREMENTS APPLICABLE TO REPORTS:

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

Management Response

There have been multiple personnel changes at the Auditor's Office. With each change, the new person requested something different. There was also a miss understanding about having all the fees collected prior to submitting the report. Due to a recent meeting with the Auditor's Office, there is a better understanding of what is needed. We expect this to be much improved in the future.

#2 One Monthly Revenue Report provided to the Auditor's Office was not accurate.

The October 2022 Monthly Revenue Report included two receipts from the prior month, overstating the revenue collected by \$255.00. All funds were receipted and deposited with the Treasurer's Office.

Recommendation

The Hays County Auditor's Office recommends that the Constable Precinct 2 Office review their procedures to ensure that monthly reports are accurately submitted to the Hays County Auditor's Office per Texas Local Government Code §115.002:

LGC §115.002 EXAMINATION OF BOOKS AND REPORTS:

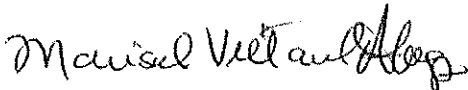
(b) At least once each quarter, the county auditor shall check the books and shall examine in detail the reports of the county tax assessor-collector, the county treasurer, and all other officers. The auditor shall verify the footings and the correctness of those books and reports. The auditor shall either stamp the books and reports approved or shall note any differences, errors, or discrepancies.

Management Response

This issue has been addressed with our Office Manager. The Office Manager has been advised that even though money may be deposited in another month, it must be reported for the month the actual receipt was generated.

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

Sincerely,



Marisol Villarreal-Alonzo, CPA, MPA
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 17, 2023

Constable Michael Torres

Constable Precinct 2

5458 FM 2770

Kyle, Texas 78640

Constable Torres:

The Hays County Auditor's Office has examined the monthly reports of Constable Precinct 2 for the months of January 2023 through March 2023. The scope of the examination was limited to reviewing the records submitted to this office by Constable Precinct 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 report was submitted in a timely manner.

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

The following exceptions were noted during the period from January 2023 through March 2023:

#1 One Monthly Revenue Report and One Off-Duty Report were submitted to the Hays County Auditor's Office untimely.

The Hays County Auditor's Office noted that the Constable Precinct 2 Monthly Revenue Reports and Off-Duty revenue report for February 2023 were submitted untimely to the Hays County Auditor's Office after the five-day timeframe per Local Government Code §114.001.

Recommendation

The Hays County Auditor's Office recommends that the Constable Precinct 2 Office review their procedures to ensure that monthly reports are submitted to the Hays County Auditor's Office per Local Government Code §114.001:

LGC 114.001 General Requirements Applicable to Reports:

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

Management Response

Response is the same as on the first report.

#2 Monthly Report not provided to Hays County Auditor's Office.

The Hays County Auditor's Office noted that the Constable Precinct 2 Off-Duty revenue report for March 2023 was not submitted to the Hays County Auditor's Office per Local Government Code §114.001.

Recommendation

The Hays County Auditor's Office recommends that the Constable Precinct 2 Office review their procedures to ensure that monthly reports are submitted to the Hays County Auditor's Office per Local Government Code §114.001:

LGC 114.001 General Requirements Applicable to Reports:

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

Management Response

Same response as on the first report.

#3 The February Off-Duty monthly revenue reported to the County Auditor was understated by \$60.00.

The Auditor's Office noted that the February 2023 Off-Duty monthly report omitted four (4) Off-Duty Vehicle Use receipts totaling \$60.00. All funds were receipted and deposited with the Treasurer's Office.

Recommendation

The Auditor's Office recommends that the Constable Precinct 2 Office review their procedures to ensure all Off-Duty jobs are recorded on the Off-Duty monthly report, and the monthly report agrees to the revenue deposited.

Management Response

The mistake was addressed with Office Manager. Figures were accidentally placed in wrong spot.

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

Sincerely,



Marisol Villarreal-Alonzo, CPA, MPA
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 27, 2023

Honorable Sandra Bryant
Justice of the Peace, Precinct 5
500 Jack C. Hays Trail
Buda, Texas 78610

Dear Judge Bryant:

The Hays County Auditor's Office has examined the collections and monthly reports submitted by the Justice of the Peace, Precinct 5 Office for the months January 2023 through March 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Justice of the Peace, Precinct 5 Office. 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 Auditor's Office.

Sincerely,

A handwritten signature in cursive script, reading "Marisol Villarreal-Alonzo".

Marisol Villarreal-Alonzo CPA, MPA
Hays 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 17, 2023

Honorable Ron Hood
Hays County Constable Precinct 4
195 Roger Hanks Parkway #3
Dripping Springs, Texas 78620

Constable Ron Hood:

The Hays County Auditor's Office has examined the monthly reports of Constable 4 for the months of January 2023 through March 2023. The scope of the examination was limited to reviewing the records submitted to this office by Constable Precinct 4. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

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

The following exceptions were noted during the Auditor's Office review for the period January 2023 through March 2023:

#1 Two Monthly Revenue Reports were submitted to the Hays County Auditor's Office untimely, and three Off-Duty Reports have not been submitted.

The Hays County Auditor's Office noted that two (2) of three (3) Monthly Revenue Reports were submitted to the Hays County Auditor's Office after the five-day timeframe per Texas Local Government Code §114.001. Additionally, three (3) of three (3) Off-Duty Reports have not been submitted as of the date of this letter.

Recommendation

The Hays County Auditor's Office recommends that the Precinct 4 Office review their procedures to ensure that monthly reports are submitted to the Hays County Auditor's Office per Texas Local Government Code §114.001:

LGC §114.001 GENERAL REQUIREMENTS APPLICABLE TO REPORTS:

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

Management Response

Note: per instruction from Constable Precinct 4, response was adapted from prior report.

The Constable Pct. 4 Office has corrected this error.

#2 Five cash receipts were deposited to the Treasurer's Office untimely.

The Hays County Auditor's Office noted that five (5) cash receipts were deposited to the Treasurer after the fifth business day of allotted time per Texas Local Government Code, §113.022.

Recommendation

The Auditor's office recommends that the Constable Precinct 4 Office adopt procedures to consistently ensure funds are deposited with the Treasurer within the time required by Texas Local Government Code §113.022.

LGC §113.022, TIME FOR MAKING DEPOSITS:

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

Management Response

Note: per instruction from Constable Precinct 4, response was adapted from prior report.

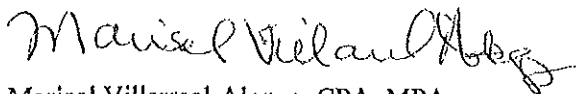
Currently, funds receipted Monday – Friday of a given week are deposited by the Constable's Office (Pct. 4) the following Monday with the Treasurer's Office. This is due to the distance and time between the Pct. 4 Office and the Hays County Government Center and is not an efficient use of the Deputy Constable's duties (i.e., law enforcement), to drive to the Government Center more than once per week.

Again, the issues shown would be resolved should the county implement a Countywide policy directing all precepts to be directed to the Treasurer's Office. This would eliminate the delay regarding the untimely deposits and the tills being left open without a deposit for more than five (5) business days.

Should the County not implement a policy change, an alternate solution would be to have the Treasurer's Office contact the Constable, Pct. 4 Office daily to verify if a precept has been received. If so, a courier or personnel from the Treasurer's Office could then retrieve the funds from the Constable, Pct. 4 Office.

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

Sincerely,



Marisol Villarreal-Alonzo, CPA, MPA
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 18, 2023

Honorable Jo Anne Prado

Justice of the Peace, Precinct 1-1

712 South Stagecoach Trail, Suite 2235

San Marcos, Texas 78666

Judge Prado:

The Hays County Auditor's Office has examined the collections and monthly reports submitted by Justice of the Peace, Precinct 1-1 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 1-1. 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.

The following exceptions were noted during the Auditor's Office review for the period January 2023 through March 2023:

#1 One ACH payment and three credit card payments were receipted in the Odyssey Courts System untimely.

In January 2023, one (1) ACH; and in March 2023, three (3) credit card payments, were receipted untimely. See dates below:

Payment ID	Payment Date	Date Entered to Odyssey	Days Between Payment and Entry to Odyssey
ACH 01.20.2023	1/20/2023	2/16/2023	27 days
TX #15266	3/21/2023	4/25/2023	35 days
TX #15286	3/27/2023	4/25/2023	29 days
TX #15293	3/28/2023	4/21/2023	24 days

Recommendation

The Hays County Auditor's Office recommends that the Justice of the Peace Precinct 1, Place 1 Office review their procedures to consistently ensure ACH and credit card payment funds are receipted timely, and reconcile all credit card payments to the Odyssey Court System daily to ensure compliance with Texas Local Government Code §114.043.

Management Response

With credit card payments we have now started a tracking system-spreadsheet in order to ensure that all transactions are processed in a timely manner and not missed. I believe Luis that we have shown you a copy of this spreadsheet and you approved that this would be a great way to keep up with these credit card payments. —JP 1-1

#2 Three Monthly Revenue Reports submitted to the Hays County Auditor's office were inaccurate. The Hays County Auditor's Office noted that the revenue reported was not accurate in three (3) of the three (3) monthly revenue reports examined. The discrepancies in the monthly revenue reports were due to the untimely receipt of payments in finding #1 noted above. Revenue was understated by \$280.80 in January 2023, overstated by \$280.80 in February 2023, and understated by \$681.00 in March 2023. However, all receipts were deposited with the County Treasurer.

Recommendation

The Auditor's Office recommends that the Justice of the Peace Precinct 1, Place 1 Office review their procedures to ensure that all monies received are processed in the Odyssey Courts System daily; and that reports about the collection of money for the County are accurate per Texas Local Government Code §115.002.

Management Response

Basically on this response it's the same as the answer for Number 1. The spreadsheet tracking system will ensure that all payments with credit cards are timely processed and accounted for.—JP 1-1

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

Sincerely,



Marisol Villarreal-Alonzo CPA, MPA
County Auditor
lp



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

November 1, 2023

Jerry Borcharding, P.E.
Director of Transportation
2171 Yarrington Road
Kyle, Texas 78640

Mr. Borcharding:

The Hays County Auditor's Office has examined the Transportation Department collections and monthly report submitted by the Transportation Department for the months January 2023 through March 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Transportation 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 (LGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with Texas Local Government Code §113.022 Time for Making Deposits.
- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

The following exceptions were noted during the period from January 2023 through March 2023:

#1 One monthly revenue report was submitted to the Hays County Auditor's Office untimely.

The Hays County Auditor's Office noted that the January 2023 Monthly Revenue Report was submitted to the Hays County Auditor's Office after the five-day timeframe per Local Government Code §114.001.

Recommendation

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

Management Response

The following actions will be taken to avoid said errors in the future:

1. *Monthly reports will be created and double-checked within 5 days after the end of each month.*
2. *A Standard Operating Procedure has been created and will be followed daily.*

#2 Thirty-Eight (38) credit card payments were entered into MyPermit Now receipting system untimely.

The Hays County Auditor's Office noted that thirty-eight (38) certified payments were not entered into the Transportation's Department MyPermit Now receipting system within the month received:

- January 2023: five (5) current month payments were not receipted, one (1) was receipted in February 2023, two (2) were receipted in March 2023, one (1) was receipted in August 2023, and one (1) was refunded in August 2023.
- February 2023: twenty-three (23) current month payments were not receipted, three (3) were receipted in March 2023, sixteen (16) were receipted in April 2023, and four (4) remain unreceipted.
- March 2023: ten (10) current month payments were not receipted, five (5) were refunded in August 2023, and five (5) remain unreceipted.

In addition, the Department does not maintain a list of unreceipted certified payments that are waiting on the required documents to enter into the MyPermit Now system.

Recommendation

The Hays County Auditor's Office recommends that the Transportation Department receipt all payments into the MyPermit Now system as payments are received. Payments for which a permit application has not been received should be tracked so that the County liability balance is known and reported properly.

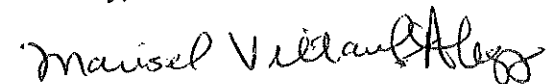
Management Response

The following actions will be taken to avoid said errors in the future:

1. *The permits division will check Certified Payments at the beginning and end of each working day to ensure all payments have been processed in a timely manner.*

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

Sincerely,



Marisol Villarreal-Alonzo CPA, MPA

County Auditor

lp



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

November 1, 2023

Marcus Pacheco
Director of Development Services
2171 Yarrington Road
Kyle, Texas 78640

Director Pacheco:

The Hays County Auditor's Office has examined the Development Services Office collections and monthly report submitted by the Development Services Office for the months January 2023 through March 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Development Services Office. The objectives of the examination were to verify all funds collected were accounted for and deposited with the County Treasurer and the required monthly report was submitted in a timely manner.

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

The following exceptions were noted during the period from January 2023 through March 2023:

#1 One Monthly revenue report was submitted to the Hays County Auditor's Office untimely.

The Auditor's Office noted that the Development Services February 2023 revenue report was submitted to the Auditor's Office, after the five-day timeframe per Texas Local Government Code §114.00.

Recommendation

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

TLGC §114.001 GENERAL REQUIREMENTS APPLICABLE TO REPORTS

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

Management Response

The Development Services Department will ensure that all monthly reports will be filed within the five day time requirement.

#2 Three Monthly revenue reports submitted to the Hays County Auditor's Office were not signed by the Director of Development Services or their designee.

The Auditor's Office noted that the Development Services January 2023 through March 2023 revenue reports were not signed by the department head or their designee as required by Texas Local Government Code §114.001.

Recommendation

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

TLGC §114.001 GENERAL REQUIREMENTS APPLICABLE TO REPORTS

(a) Each report required under this subtitle must be made in writing and must be sworn to before an officer authorized to administer oaths by the officer making the report or by a person designated by the officer to receive fees, commissions, or costs...

Management Response

The Development Services Department has since implemented a process that requires the signature of the person responsible for creating the monthly revenue report in addition to the signature of the Director of the Development Services Department. This requirement will ensure signatures are obtained on the report documents.

#3 One voided receipt was not processed timely.

The Auditor's Office noted that a March 2023 payment receipted twice in the MyPermit Now system was voided on May 12, 2023.

Recommendation

The Auditor's Office recommends that Development Services review their processes for voids to ensure they are accounted for accurately and timely.

Management Response

The Development Services Department has implemented a Checks and Balances process for written requests relating to overpayments and voids. This process includes a quick turnaround time for processing requests, as well as new tracking log for those refunds. This process will assist staff in keeping track of timeframes as well.

#4 Two overpayments were not processed timely.

The Auditor's Office noted that two March 2023 overpayments of \$10.00 each have not been refunded, and a January permit receipt of \$100.00 was voided on May 12, 2023.

Recommendation

The Auditor's Office recommends that Development Services review their processes for overpayments to ensure they are accounted for accurately and timely.

Management Response

The Development Services Department has implemented a Checks and Balances process for written requests relating to overpayments and voids. This process includes a quick turnaround time for processing requests, as well as new tracking log for those refunds. This process will assist staff in keeping track of timeframes as well.

#5 Two Monthly revenue reports submitted to the County Auditor did not reconcile to deposits made.
The Auditor's Office noted that the January 2023 report did not reconcile to deposits made due to a void not processed timely on a payment receipted twice in the MyPermit Now system. The March 2023 report did not reconcile to deposits made due to retaining a portion of two permit overpayments not refunded timely.

Recommendation

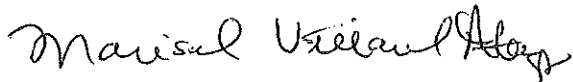
The Auditor's Office recommends that the Development Services Office ensure that all monies received are processed in the MyPermit Now system daily. Overpayment amounts should be receipted in the MyPermit Now system to account for the overpayment until a refund is issued. MyPermit Now credit card receipts should be cross-checked to the Certified Payment report to avoid duplicate receipts on payments and ensure revenue retained is accounted for accurately.

Management Response

The Development Services Department is working on implementing a new process for intake of applications. Our payments are tied to an application and processed simultaneously. Creating and implementing a new process will allow for a quicker intake & payment process. This will also assist in notification of overpayments and issuing refunds in a timely manner.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Marisol Villarreal-Alonzo".

Marisol Villarreal-Alonzo, CPA, MPA
County Auditor
lp



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

November 1, 2023

Dr. Elaine Cardenas
County Clerk
712 S. Stagecoach Trail, Suite 2008
San Marcos, Texas 78666

Dr. Cardenas:

The Hays County Auditor's Office has examined the monthly reports of the Hays County Clerk – Records for the months of January 2023 through March 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Hays County Clerk. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Marisol Villarreal-Alonzo".

Marisol Villarreal-Alonzo, CPA, MPA

County Auditor

lp



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 27, 2023

Honorable Jo Anne Prado
Justice of the Peace, Precinct 1-1
712 South Stagecoach Trail, Suite 2235
San Marcos, Texas 78666

Dear Judge Prado:

The Hays County Auditor's Office has examined the collections and monthly reports submitted by the Justice of the Peace, Precinct 1-1 Office for the months April 2023 through June 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Justice of the Peace, Precinct 1-1 Office. 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 Auditor's Office.

Sincerely,

A handwritten signature in black ink, reading "Marisol Villarreal-Alonzo".

Marisol Villarreal-Alonzo CPA, MPA
Hays 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

November 1, 2023

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

Sheriff Cutler:

The Hays County Auditor's Office has examined the Fees of Office collections and monthly reports submitted by the Hays County Sheriff's Office for the months April 2023 through June 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Hays County Sheriff's Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

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

The following exceptions were noted during the period from April 2023 through June 2023:

#1 One Monthly Revenue Report was submitted to the Hays County Auditor's Office untimely.

The Hays County Auditor's Office noted that the Hays County Sheriff's Office April 2023 Monthly Revenue Report was submitted on June 1, 2023.

Recommendation

The Hays County Auditor's Office recommends that the Hays County Sheriff's Office review their procedures to ensure that Monthly Revenue Reports are submitted to the Hays County Auditor's Office per Texas Local Government Code §114.01:

TLGC §114.001 GENERAL REQUIREMENTS APPLICABLE TO REPORTS

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

Management Response

Sheriff's Office staff has reviewed LGC 114.001 and has implemented a process allowing the report to be submitted within five days after the last day of the month.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Marisol Villarreal-Alonzo". The signature is fluid and cursive, with a large initial "M" and a stylized "A" at the end.

Marisol Villarreal-Alonzo CPA, MPA

County Auditor

lp



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

November 1, 2023

Honorable David Peterson
Hays County Constable Precinct 1
712 South Stagecoach Trail, Ste. 2210
San Marcos, Texas 78666

Constable Peterson:

The Hays County Auditor's Office has examined the Hays County Constable, Precinct 1 monthly reports for the months April 2023 through June 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Constable, Precinct 1 Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

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

The following exceptions were noted during the period April 2023 through June 2023:

#1 One Monthly Revenue Report was submitted to the Hays County Auditor's Office untimely.

The Hays County Auditor's Office noted that the Hays County Constable, Precinct 1 Office April 2023

revenue report was submitted untimely on June 1, 2023, after the five-day timeframe per Texas Local Government Code §114.00.

Recommendation

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

TLGC §114.001 GENERAL REQUIREMENTS APPLICABLE TO REPORTS

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

Management Response

Thank you for your recommendation, after the Audit review we have implemented changes, you will start to see that the reports are submitted in a timely manner.

#2 Two Off-Duty Revenue Reports provided to the Hays County Auditor's Office were not signed by the Constable of Precinct 1 or their designee.

The Hays County Auditor's Office noted that the Hays County Constable, Precinct 1 Off-Duty April 2023 and May 2023 Off-Duty Revenue reports were not signed by the elected official, or their designee as required by Texas Local Government Code §114.001.

Recommendation

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

TLGC §114.001 GENERAL REQUIREMENTS APPLICABLE TO REPORTS

(a) Each report required under this subtitle must be made in writing and must be sworn to before an officer authorized to administer oaths by the officer making the report or by a person designated by the officer to receive fees, commissions, or costs...

Management Response

The off-duty Reports have been signed by the Constable and submitted to your office.

#3 One Off-Duty Revenue Report submitted to the County Auditor was understated by \$15.00.

The June 2023 Constable 1 Off-Duty Revenue Report was understated by \$15.00, due to one (1) off-duty job, that occurred on June 30th, 2023, not being included in the report. However, all funds were receipted and deposited with the Hays County Treasurer's Office.

Recommendation

The Hays County Auditor's Office recommends that the Hays County Constable, Precinct 1 Office review their procedures to ensure that Monthly Reports agree to the revenue deposited and that jobs are reported in the proper month.

Management Response

The (1) off-duty job was submitted by the Deputy in July; the report and the money are all accounted for.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Marisol Villarreal-Alonzo". The signature is fluid and cursive, with the last name being particularly prominent.

Marisol Villarreal-Alonzo, CPA, MPA
County Auditor



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San Marcos, Texas 78666

marisol.alonzo@co.hays.tx.us

512-393-2283

Fax: 512-393-2248

November 1, 2023

Honorable Don Montague
Hays County Constable Precinct 3
200 Stillwater Road
Wimberley, Texas 78676

Dear Constable Montague:

The Hays County Auditor's Office has examined the monthly reports of Constable Precinct 3 Office 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 Constable Precinct 3 Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

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

The following exceptions were noted during the Auditor's Office review for the period April 2023 through June 2023:

#1 One Monthly Report and one Off-Duty Report were submitted to the Hays County Auditor's Office untimely.

The Hays County Auditor's Office noted that the Constable Precinct 3 Monthly Revenue Report for April 2023 and the June 2023 Off-Duty Report were submitted untimely to the Hays County Auditor's Office after the five-day timeframe per Local Government Code §114.001.

Recommendation

The Hays County Auditor's Office recommends that the Constable Precinct 3 Office review their procedures to ensure that monthly reports are submitted to the Hays County Auditor's Office per Local Government Code §114.001:

LGC 114.001 General Requirements Applicable to Reports:

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

Management Response

The April report was submitted late due to our Justice Administrator leaving to have baby. The June off-duty report was not submitted because no one worked off-duty in June. Do you need a report even with no one working off-duty in each month?

Auditor's Office Response

The Constable Precinct 3 Office was subsequently informed that a report must be submitted for months with no activity to confirm the status of revenue collections for the month.

#2 Two receipts were deposited to the Treasurer's Office untimely.

The Hays County Auditor's Office noted that two (2) receipts (Receipts #72 and #73) were deposited to the Treasurer after the fifth business day of allotted time per Texas Local Government Code, §113.022.

Recommendation

The Auditor's office recommends that the Constable Precinct 3 Office adopt procedures to consistently ensure funds are deposited with the Treasurer within the time required by Texas Local Government Code §113.022.

LGC §113.022. TIME FOR MAKING DEPOSITS:

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

Management Response

The receipts were submitted late due to our Justice Administrator leaving to have baby.

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

Sincerely,



Marisol Villarreal-Alonzo, CPA, MPA
Hays 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

November 1, 2023

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

Sheriff Cutler:

The Hays County Auditor's Office has examined the Fees of Office collections and monthly reports submitted by the Hays County Sheriff's Office for the months July 2023 through September 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Hays County Sheriff's Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

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

The following exceptions were noted during the period from July 2023 through September 2023:

#1 Three cash receipts were deposited with the Hays County Treasurer's Office untimely.

The Hays County Auditor's Office noted that three (3) of ninety-two (92) receipts collected were not deposited timely.

Receipt #	Receipt Date	Date Deposited with Treasurer	Business Days Between Receipt and Deposit
389559	7/6/2023	7/14/2023	6 business days
389560	7/6/2023	7/14/2023	6 business days
389701	7/5/2023	7/14/2023	7 business days

Recommendation

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

TLGC §113.022. TIME FOR MAKING DEPOSITS:

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

Management Response

Sheriff's Office staff has reviewed LGC 113.002 and has implemented a process allowing the report to be submitted within five days after the last day of the month.

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

Sincerely,



Marisol Villarreal-Alonzo CPA
County Auditor
lp



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Hays County Auditor

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512-393-2283

November 1, 2023

Honorable David Peterson
Hays County Constable Precinct 1
712 South Stagecoach Trail, Ste. 2210
San Marcos, Texas 78666

Constable Peterson:

The Hays County Auditor's Office has examined the Hays County Constable, Precinct 1 monthly reports for the months July 2023 through September 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Constable, Precinct 1 Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.
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- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

The following exceptions were noted during the period July 2023 through September 2023:

#1 Two Off-Duty Revenue Reports provided to the Hays County Auditor's Office were not signed by the Constable of Precinct 1 or their designee.

The Hays County Auditor's Office noted that the Hays County Constable, Precinct 1 Office Off-Duty July 2023 and August 2023 Off-Duty Revenue reports were not signed by the elected official, or their designee as required by Texas Local Government Code §114.001.

Recommendation

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

TLGC §114.001 GENERAL REQUIREMENTS APPLICABLE TO REPORTS

(a) Each report required under this subtitle must be made in writing and must be sworn to before an officer authorized to administer oaths by the officer making the report or by a person designated by the officer to receive fees, commissions, or costs...

Management Response

The off-duty reports have been signed and sent to your office.

#2 Two deposits were marked as deposited in Civil Serve, five or more days after cash was deposited with the Hays County Treasurer.

The Hays County Auditor's Office noted that for two dates, the Civil Serve system deposit was entered after making the deposit with the Treasurer.

Civil Serve Deposit Date	Deposit with Treasurer Date	Difference
8/15/2023	8/3/2023	12 days after
8/15/2023	8/10/2023	5 days after

Recommendation

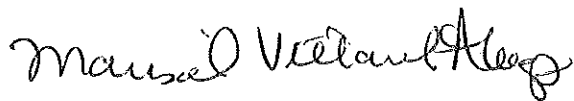
The Hays County Auditor's Office recommends that the Hays County Constable Precinct 1 Office enter the deposit of cash in Civil Serve prior to taking their cash to the Hays County Treasurer for deposit. Failure to timely enter deposits to Civil Serve increases the risk of improper revenue reporting; timing differences, lost revenue, or misappropriated revenue.

Management Response

The money has been taken to the Treasurers office and all deposits have been accounted for. Thank you for your recommendation.

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

Sincerely,



Marisol Villarreal-Alonzo, CPA, MPA
County Auditor



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to execute a proposal from Security One Inc. for the purchase and installation of two additional security cameras for the Elections IT Building in the amount of \$4,524.18 and amend the budget accordingly.

SHELL/T.CRUMLEY

Summary:

Security One Inc. is our current security monitoring company for the Elections IT Building. It has been requested to add additional security cameras to the exterior of the building. The new cameras will be programmed to the existing recorder and set to record same as other cameras already on the property.

A purchasing wavier of obtaining two additional quotes is being requested as Security One is the current contractor who installed the cameras and the monitoring system.

Fiscal Impact:

Amount Requested: \$4,524.18

Line Item Number: 001-655-00.5719_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Possible funding source, County-wide contingencies.

\$4,525 - Increase Misc. Equipment_Operating 001-655-00.5719_400

(\$4,525) - Decrease County Wide Contingencies 001-645-00.5399

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Authorize 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

Security One Proposal

SECURITY ONE INC.

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

**PROPOSAL**NAME Hays County Elections Building PHONE _____ADDRESS 120 Stagecoach TrailCITY San Marcos TEXAS 78666ACCT #: Camera System CSID: _____ ☒ Tax Exempt?DATE: Oct. 24, 2023 ☒ CHARGEABLE ☐ NON-CHARGEABLE

This proposal is valid for 60 days from above date.

DESCRIPTION OF WORK

Installation of 2 New Exterior Camera at rear of Building next to Overhead Doors, Cameras will criss cross each other to view entire rear drive through. We will program them into existing recorder and set them for recording same as others.

Upon accepting this quote a 50% deposit will be due and balance when the job is complete

We will disconnect and remove any exterior cameras around the building

QTY	MATERIAL	UNIT PRICE	EXTENDED
1	Scissor Lift Rental	\$4,524.18	\$4,524.18
2	5 MP - HD Cameras		\$0.00
2	Camera Back Box		\$0.00
1	Wire & Hardware		\$0.00
2	2 Techs / 1 Day		\$0.00
			\$0.00
			\$0.00
			\$0.00
I am aware that there are details on the reverse side. I also acknowledge that unless I select a back up form of communication (such as a GSM) a phone line is required for this system at all times. I accept this proposal as written above. List exceptions, if any:		TOTAL MATERIALS	\$4,524.18
		TAX	
		TOTAL	\$4,524.18

Customer Acceptance

Security One, Inc

This company is licensed and regulated by The TEXAS DEPARTMENT OF PUBLIC SAFETY PRIVATE SECURITY BUREAU.
Any complaints may be addressed to that agency at P.O. Box 15999, Austin Texas 78761-5999.

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

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

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

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

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

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

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

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

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

10. GENERAL PROVISIONS:

Attorney's Fees: Limitation of Actions. In the event it shall become necessary for The Company to institute or defend legal proceedings to enforce its rights under this agreement, The Customer shall pay to The Company reasonable attorney fees. In the event that The Company shall refer this agreement to an attorney for collection, The Customer shall pay to The Company reasonable attorney's fees, even if a lawsuit has not been filed. Both parties agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence, or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore.

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

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

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

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

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

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

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

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

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

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

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

(a) Security License No B-03192 issued by the Texas Department of Public Safety Private Security Bureau. P.O. Box 15999, Austin, TX. 78761. Phone (512) 424-7710, and

(b) Fire Alarm License No. ARC1165 issued by the State Fire Marshall's Office, Mail Code 112-FM, P.O. Box 149221, Austin, TX 78714-9221. Phone (512) 305-7900.

**Hays County Commissioners Court**

Date: 11/07/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Shell

Agenda Item

Approve Utility Permits. SHELL/SMITH/BORCHERDING

Summary

TRN-2023-7057-UTL	Spectrum is proposing to install approximately 3,900' of fiber cable via pull through method. No boring has been proposed. The work will take place on Fairview Rd, Soapstone Pass, Feldspar Wy, and Agate Cliff Dr.
TRN-2023-7068-UTL	Spectrum proposes to install a total of 715 LF of 2-4" HDPE conduit for fiber optic cable use along Lime Kiln Rd.
TRN-2023-7086-UTL	Centerpoint Energy proposes to install gas service to 802 Pine Siskin Dr.by crossing Pine Siskin with a low pressure gas main under 60 psig by directional boring
TRN-2023-6924-UTL	WTCPUA proposes to bore approxmally 40'.under Bear Creek Pass for a 2" water service line tap.

Attachments

Permit
Site Plan
Permit
Site Plan
Permit
Site Plan
Permit
Site Plan
Permit
Site Plan



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 11/6/2023 .

Utility Company Information:

Name:
Address: TX
Phone:
Contact Name:

Engineer / Contractor Information:

Name: SLP Cable
Address: TX
Phone: 5127715400
Contact Name: Cindy Reynolds

Hays County Information:

Utility Permit Number: TRN-2023-7057-UTL
Type of Utility Service: Fiber Cable
Project Description:
Road Name(s): Fariview Rd, Soapstone Pass, Agate Cliff Dr, Feldspar Wy, , , ,
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

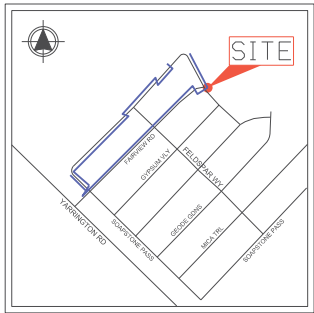
A handwritten signature in black ink, appearing to read "Mark Bell".

11/02/2023

Signature

Title

Date



LOCATION MAP
NTS

MATCH LINE SEE PAGE 2



NOTE:

THE INFORMATION AND GRAPHICS DEPICTED ON THIS SHEET HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE EXCAVATOR'S RESPONSIBILITY TO VERIFY AND FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO EXCAVATION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE EXCAVATOR.

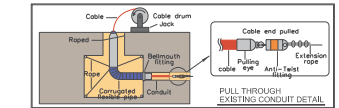
PULL THROUGH NEW 3" CONDUIT
155 LF & INSTALL:
(1) FIBER CABLE

PULL THROUGH NEW 3" CONDUIT
83 LF & INSTALL:
(1) FIBER CABLE

STAGE AREA
PULL THROUGH NEW 3" CONDUIT
40 LF & INSTALL:
(1) FIBER CABLE

PULL THROUGH NEW 3" CONDUIT
255 LF & INSTALL:
(1) FIBER CABLE

PULL THROUGH NEW 3" CONDUIT
39 LF & INSTALL:
(1) FIBER CABLE



NO FACILITIES OF SOAPSTONE PASS & FAIRVIEW RD
WERE MARKED IN FIELD, LOCATES WERE NOT MARKED.



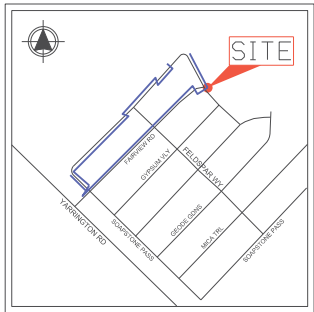
PROJECT		BF SUNSET OAKS 4-2B	
LOCATION		343 GABBRO GDNS	
DRAWN	DATE	SCALE	APPLICATION
TXUE	10-3-2023	NTS	UG DESIGN
PRJ#	CITY	PAGE	APPROVED BY:
4648739	MAXWELL	1 OF 6	RUSTY DICKSON

LEGEND			
●	NEW POLE	— W —	WATER UTILITY
⊙	METER PEDASTAL	— G —	NATURAL GAS UTILITY
⊖	CONCRETE POLE	— GR —	GRANITE UTILITY
⊕	STEEL POLE	— T —	TELEPHONE UTILITY
⊗	TRANSFORMER POLE	— E —	ELECTRIC UTILITY
⊙	POWER POLE	— SS —	SANITARY SEWER UTIL.
		— STO —	STORMSEWER LINE
		— UG —	UNDERGROUND
		— ROW —	RIGHT OF WAY LINE
		— EOP —	EDGE OF PAVEMENT
		— — —	EXISTING CURB
		— P —	PROPERTY LINE
		— — —	LIMITS OF CONSTRUCTION
		— — —	2" CONDUIT
		— — —	3" CONDUIT
		— — —	NEW UG TRENCH
		— — —	NEW UG BORE

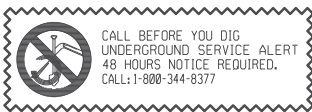
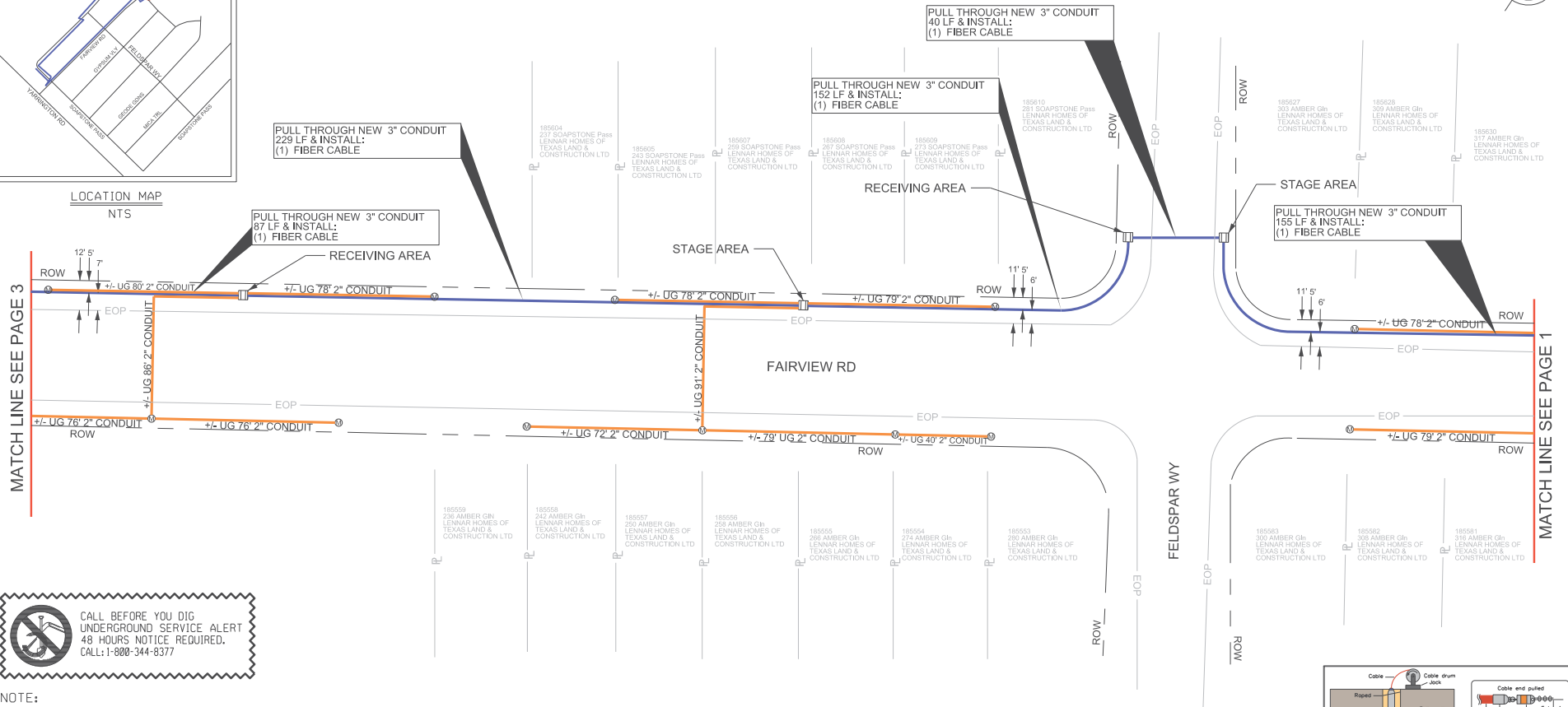
REVISIONS	
DATE	COMMENTS
	RRR

PREPARED BY:

An EN Engineering Company

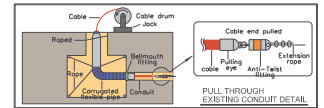


LOCATION MAP
NTS



NOTE:


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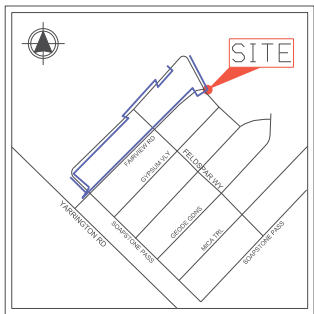


NO FACILITIES OF FAIRVIEW RD WERE MARKED
IN FIELD, LOCATES WERE NOT MARKED.



PROJECT BF SUNSET OAKS 4-2B			
LOCATION 343 GABBRO GDNS			
DRAWN TXUE	DATE 10-3-2023	SCALE NTS	APPLICATION UG DESIGN
PRIN 4648739	CITY MAXWELL	PAGE 2 OF 6	APPROVED BY: RUSTY DICKSON

LEGEND				REVISIONS		PREPARED BY:
				DATE	COMMENTS	
● NEW POLE	— W — WATER UTILITY	— SS — SANITARY SEWER UTIL	▨ PROPERTY LINE			 An EN Engineering Company
⊙ METER PEDASTAL	— G — NATURAL GAS UTILITY	— STO — STORMSEWER LINE	▨ LIMITS OF CONSTRUCTION			
⊙ CONCRETE POLE	— GR — GRANDE UTILITY	— UG — UNDERGROUND	▨ 2" CONDUIT			
⊙ STEEL POLE	— T — TELEPHONE UTILITY	— ROW — RIGHT OF WAY LINE	▨ 3" CONDUIT			
⊙ TRANSFORMER POLE	— E — ELECTRIC UTILITY	— EOP — EDGE OF PAVEMENT	▨ NEW UG TRENCH			
⊙ POWER POLE		— — — EXISTING CURB	▨ NEW UG BORE			

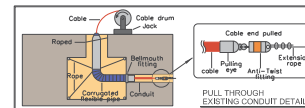
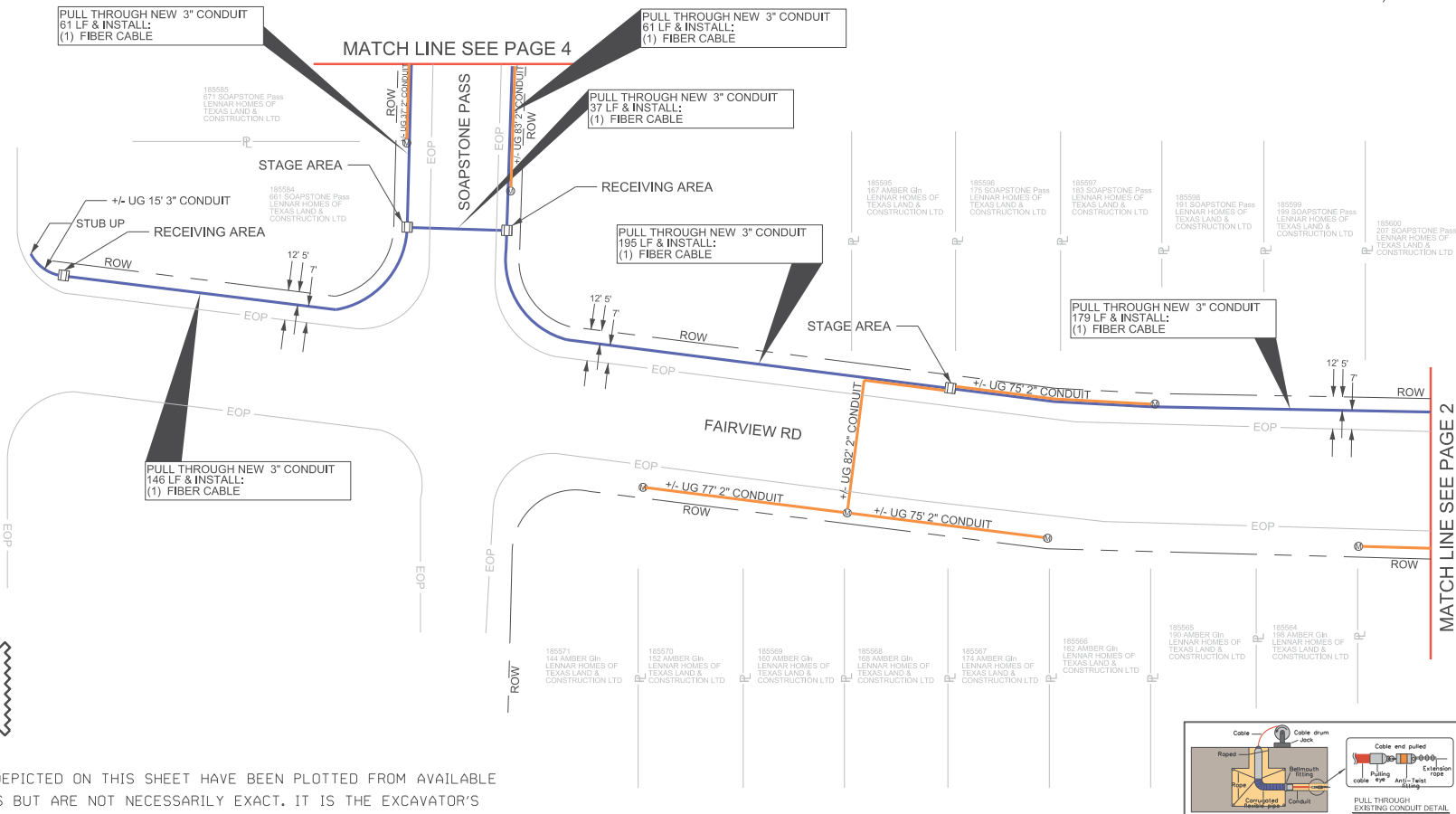


LOCATION MAP
NTS



NOTE:

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NO FACILITIES OF SOAPSTONE PASS & FAIRVIEW RD
WERE MARKED IN FIELD, LOCATES WERE NOT MARKED.



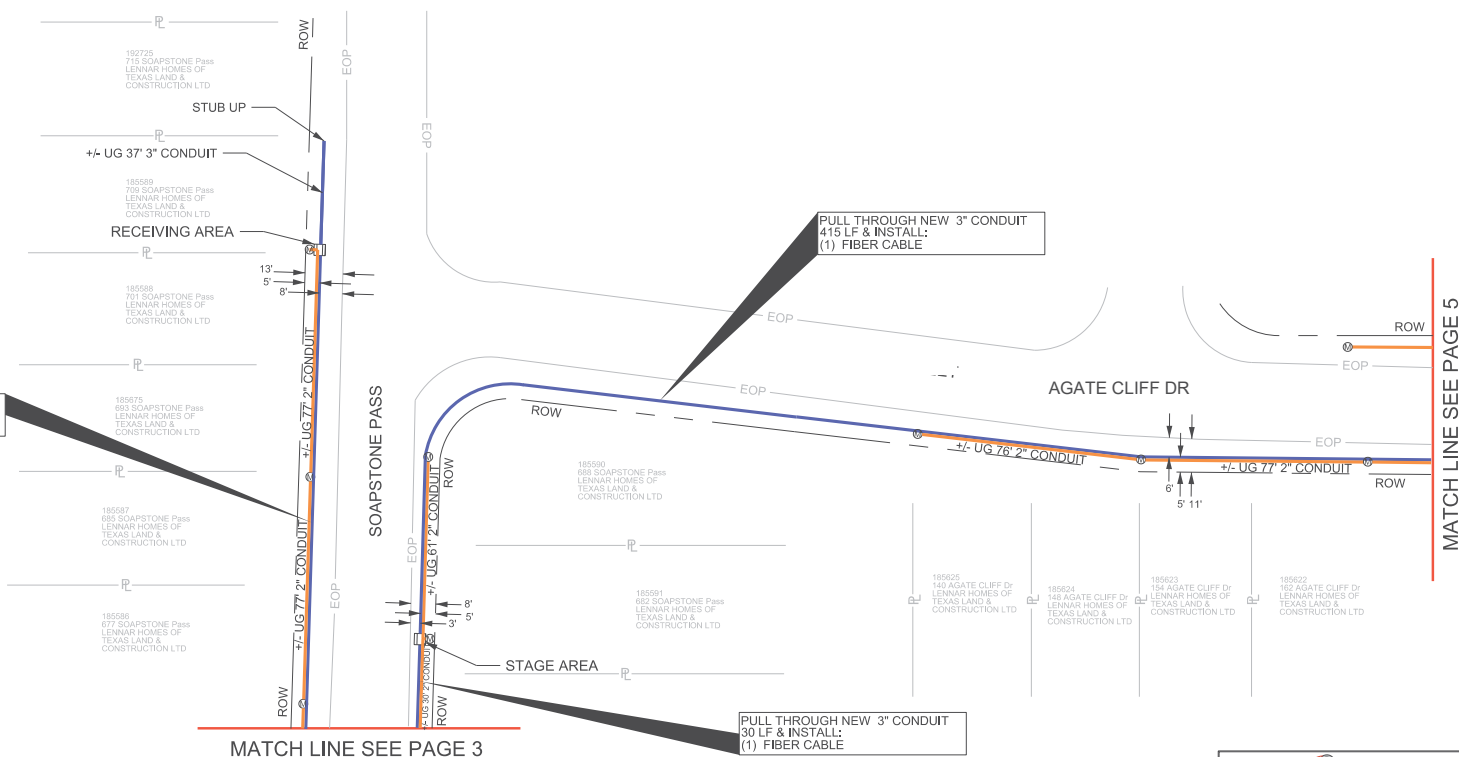
PROJECT BF SUNSET OAKS 4-2B			
LOCATION 343 GABBRO GDNS			
DRAWN TX UE	DATE 10-3-2023	SCALE NTS	APPLICATION UG DESIGN
PRJ# 4648739	CITY MAXWELL	PAGE 3 OF 6	APPROVED BY: RUSTY DICKSON

LEGEND			
● NEW POLE	— W — WATER UTILITY	— SS — SANITARY SEWER UTIL.	⌘ PROPERTY LINE
○ METER PEDASTAL	— G — NATURAL GAS UTILITY	— STO — STORMSEWER LINE	▨ LIMITS OF CONSTRUCTION
⊙ CONCRETE POLE	— GR — GRANDE UTILITY	— UG — UNDERGROUND	▬ 2" CONDUIT
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⊙ TRANSFORMER POLE	— E — ELECTRIC UTILITY	— EOP — EDGE OF PAVEMENT	▬ NEW UG TRENCH
⊙ POWER POLE		— — — EXISTING CURB	▬ NEW UG BORE

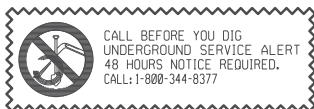
REVISIONS	
DATE	COMMENTS
	RRR

PREPARED BY:

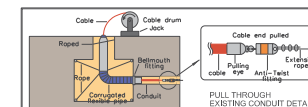
An EN Engineering Company



MATCH LINE SEE PAGE 5









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NO FACILITIES OF SOAPSTONE PASS & UNKNOWN STREET
WERE MARKED IN FIELD, LOCATES WERE NOT MARKED.



PROJECT		BF SUNSET OAKS 4-2B	
LOCATION		343 GABBRO GDNS	
DRAWN	DATE	SCALE	APPLICATION
TXUE	10-3-2023	NTS	UG DESIGN
PRISM *	CITY	PAGE	APPROVED BY:
4648739	MAXWELL	4 OF 6	RUSTY DICKSON

LEGEND							
●	NEW POLE	— W —	WATER UTILITY	— SS —	SANITARY SEWER UTIL.		PROPERTY LINE
⊙	METER PEDASTAL	— G —	NATURAL GAS UTILITY	— STO —	STORMSEWER LINE		LIMITS OF CONSTRUCTION
⊙	CONCRETE POLE	— GR —	GRANDE UTILITY	— UG —	UNDERGROUND		2" CONDUIT
⊙	STEEL POLE	— T —	TELEPHONE UTILITY	— ROW —	RIGHT OF WAY LINE		3" CONDUIT
⊗	TRANSFORMER POLE	— E —	ELECTRIC UTILITY	— EOP —	EDGE OF PAVEMENT		NEW UG TRENCH
⊗	POWER POLE			— — — — —	EXISTING CURB		NEW UG BORE

REVISIONS	
DATE	COMMENTS
	RRA



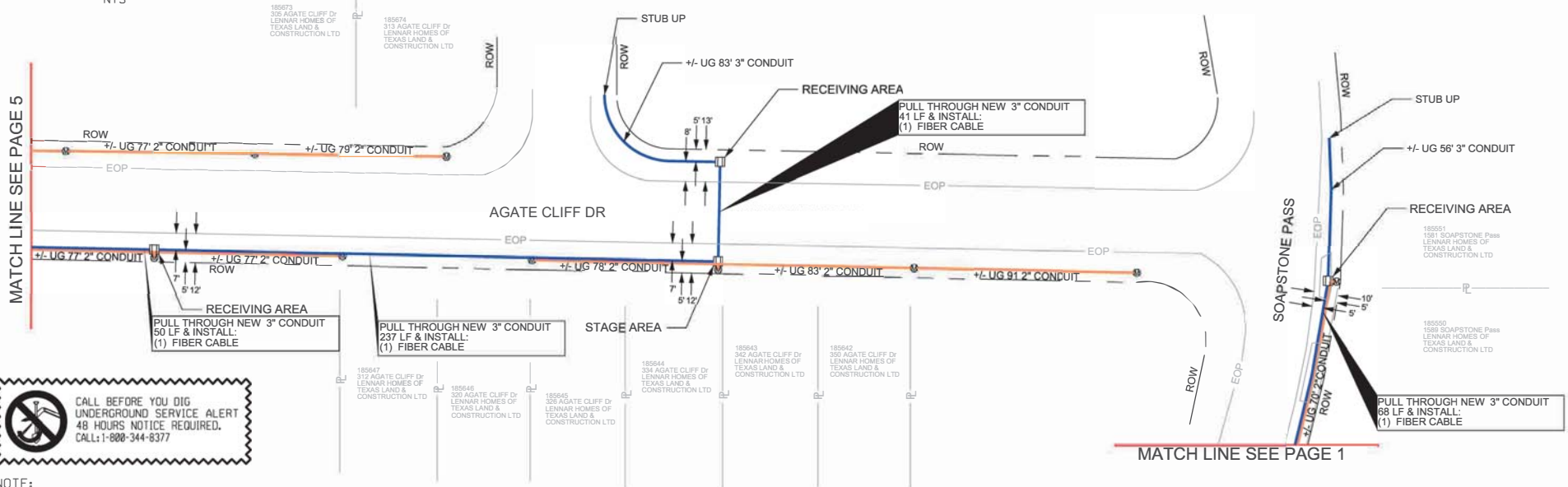
TEXAS
UTILITY ENGINEERING
An EN Engineering Company



NO FACILITIES OF UNKNOWN STREET WERE MARKED
IN FIELD, LOCATES WERE NOT MARKED.

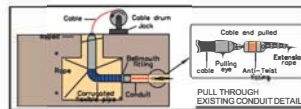


LOCATION MAP
NTS



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LOCATION		343 GABBRO GDNS	
DRAWN	DATE	SCALE	APPLICATION
TXUE	10-3-2023	NTS	UG DESIGN
PRISM	CITY	PAGE	APPROVED BY:
4648739	MAXWELL	6 OF 6	RUSTY DICKSON

●	NEW POLE	— W —	WATER UTILITY	— SS —	SANITARY SEWER UTIL
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⊙	POWER POLE			—	EXISTING CURB

LEGEND

—	PROPERTY LINE
—	LIMITS OF CONSTRUCTION
—	2" CONDUIT
—	3" CONDUIT
—	NEW UG TRENCH
—	NEW UG BORE

REVISIONS	
DATE	COMMENTS
	RRR

PREPARED BY:





Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 10/30/2023 .

Utility Company Information:

Name: Spectrum
Address: 810 Howard Ln Austin TX
Phone: 5122027166
Contact Name: Julian Diaz

Engineer / Contractor Information:

Name: Serna Communications, LLC.
Address: 5500 Navarro Creek Del Valle TX 78617
Phone: 5129148199
Contact Name: Francisco Serna Garcia

Hays County Information:

Utility Permit Number: TRN-2023-7068-UTL
Type of Utility Service:
Project Description:
Road Name(s): Lime Kiln Rd, Hillard Rd, , , , ,
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

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

10/31/2023

Signature

Title

Date

SHEET INDEX:

- 1. COVER
- 2. GENERAL NOTES
- 3. UTILITY PLAN VIEW STA 1+00 – END
- 4. TYPICAL DETAILS
- 5. TRENCH DETAILS
- 6. PROPOSED HANDHOLE DETAILS
- 7. TRAFFIC CONTROL DETAILS

Spectrum
SPECTRUM
4658737
BLANCO RIVER RANCH
BURIED IMPROVEMENTS

PROJECT INFORMATION:

STREET ADDRESS:
1167 LIME KILN RD
SAN MARCOS, TX 78666

OWNER:
JULIAN DIAZ
CHARTER COMMUNICATIONS
810 W HOWARD LN
AUSTIN, TX 78753
JULIAN.DIAZ1@CHARTER.COM
512-539-1815

CONTACT:
BRENT GURLEY, SR. PROJECT MANAGER
LJA ENGINEERING, INC
2700 LA FRONTERA, SUITE 150
ROUND ROCK, TX 78681
UTILITIES@LJA.COM
512-439-4700

SUBMITTAL PREPARED BY:

LJA Engineering, Inc. 
FRN - F-1386

2700 LA FRONTERA BLVD, STE 150
ROUND ROCK, TX 78681
512-767-7300
TBPE FIRM REGISTRATION: F-1386

CONTACT:
STUART COWELL, P.E.
PHONE:
(512) 439-4717

SUBMITTED FOR APPROVAL BY:


ENGINEER OF RECORD

10/11/2023
DATE

127 LF OF DIRECTIONAL BORE
588 LF OF OPEN TRENCH



LOCATION OF EXISTING
UNDERGROUND AND OVERHEAD
UTILITIES ARE APPROXIMATE
LOCATIONS ONLY. THE
CONTRACTOR SHALL DETERMINE
THE EXACT LOCATION OF ALL
EXISTING UTILITIES PRIOR TO
BEGINNING WORK AND SHALL BE
FULLY RESPONSIBLE FOR ANY AND
ALL DAMAGES WHICH MIGHT OCCUR.



GENERAL NOTES

1. ALL EXISTING FACILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE, UNLESS OTHERWISE NOTED IN THE DRAWINGS.
2. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING WORK.
3. ALL EFFORTS HAVE BEEN MADE TO INDICATE ALL EXISTING UTILITIES ON PLANS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE AND PROTECT ALL SAID UTILITIES AS WELL AS SERVICE CONNECTIONS (WHETHER OR NOT INDICATED ON PLANS). PRIOR TO CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO VERIFY LOCATION OF EXISTING UTILITIES.
4. CALL UTILITY COORDINATING COMMITTEE 48 HRS. PRIOR TO CONSTRUCTION AT 1-800-344-8377 (1-800-DIG-TESS).
5. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH GAS, OIL, ELECTRIC, TELEPHONE, FIBER OPTIC, CABLE TV, SEWER AND WATER UTILITIES OWNERS, ETC. FOR ANY RELOCATION AND/OR PROTECTION OF EXISTING LINES OR CABLES AS REQUIRED, DUE TO CONSTRUCTION ACTIVITIES.
6. CONTRACTOR TO PROVIDE A MINIMUM OF 2' OF CLEARANCE AT ALL CROSSINGS OF SANITARY SEWERS, STORM SEWERS, ELECTRIC, WATER LINES AND LEADS.
7. CONTRACTOR MUST COMPLY WITH OSHA SPECIFICATIONS, TxDOT STD. SPEC (DIVISION IV, STRUCTURES) AND UTILITY OWNER STANDARDS FOR TRENCHING, BACKFILLING, EXCAVATION AND SHORING REQUIREMENTS.
8. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, SEQUENCE, PROCEDURES, TECHNIQUES OR SCHEDULING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR SAFETY IN OR ABOUT THE JOB SITE IN ACCORDANCE WITH ANY HEALTH OR SAFETY PRECAUTIONS, REGULATIONS, STANDARDS OR CODES REQUIRED BY O.S.H.A. OR ANY OTHER REGULATORY AGENCY.
9. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 8" LIFTS AT THE END OF EACH WORK PERIOD; NO TRENCH LEFT OPEN OVERNIGHT UNLESS COVERED BY METAL PLATES.
10. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT ROOT SYSTEMS OF SHRUBS, PLANTS AND TREES ALONG THE AREA OF EXCAVATION.
11. EXISTING PAVEMENT, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED BY BONDED CONTRACTOR IN CONFORMANCE WITH LOCAL STANDARDS. WHEELCHAIR RAMPS SHALL BE CONSTRUCTED AT ALL PEDESTRIAN CROSSINGS WHERE CURB REMOVAL IS REQUIRED FOR INSTALLATION OF THE UNDERGROUND CONDUIT SYSTEM.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING BORE PIT LOCATIONS AND DIMENSIONS, INFORMATION SHOWN ON PLANS ARE FOR REFERENCE PURPOSE ONLY.
13. IF IT BECOMES NECESSARY TO OPERATE MACHINERY ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
14. CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2014 EDITION) AND TxDOT STANDARDS DURING CONSTRUCTION TO PROVIDE COMPLETE SAFETY TO THE GENERAL PUBLIC.
15. BORE PITS CLOSER THAN 15' FROM THE EDGE OF PAVEMENT MUST BE PROTECTED BY TYPE III BARRICADES. OPEN PITS MUST BE SEALED OFF BY ORANGE PLASTIC MESH FENCING AND CONES OR DRUMS.
16. CONSTRUCTION EQUIPMENT LEFT OVERNIGHT IN TxDOT RIGHT-OF-WAY SHALL BE SECTIONED OFF WITH ORANGE PLASTIC MESH FENCING AND BE PLACED AT LEAST 30' FROM THE EDGE OF PAVEMENT, EQUIPMENT LOCATED CLOSER THAN 30' MUST BE PROTECTED BY CONCRETE TRAFFIC BARRIERS (CTB'S).
17. CONTRACTOR WILL BE RESPONSIBLE FOR REPLACING AND MAINTAINING TRAFFIC SIGNS

- AND PAVEMENT MARKINGS, INCLUDING CENTERLINES, BARRIER LINES, LANE LINES, RAISED PAVEMENT MARKING, ECT.
18. CONTRACTOR IS REQUIRED TO PREPARE AND IMPLEMENT AN APPROVED STORM WATER POLLUTION PREVENTION (SWPP) PLAN IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS AND CONTRACT DOCUMENTS. CONTRACTOR SHALL KEEP ALL DEBRIS & SPOIL OUT OF DRAINS, CULVERTS, AND DROP INLETS AND ENSURE THAT THEY DO NOT BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
19. ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
20. THE CONDUIT, FITTINGS, CONDUIT BODIES AND ACCESSORIES SHALL BE INSPECTED UPON DELIVERY AND DURING THE PROGRESS OF THE WORK. ANY MATERIAL FOUND TO BE DEFECTIVE WILL BE REJECTED BY THE OWNERS REPRESENTATIVE AND THE CONTRACTOR SHALL REMOVE SUCH DEFECTIVE MATERIAL FROM THE SITE OF THE WORK.
21. CONTRACTOR SHALL COORDINATE AND VERIFY ANY UTILITY ABANDONMENT WITH THE UTILITY COMPANY. NO FACILITY MAY BE CONSIDERED ABANDONED WITHOUT WRITTEN CONSENT FROM UTILITY OWNER.
22. CONTRACTOR IS TO PLUG ALL INSTALLED DUCTS.
23. THE CONSTRUCTION CONTRACTOR SHALL PLACE UTILITY LOCATION TAPE OVER ALL EXPOSED CONDUIT.
24. ALL PROPOSED BENDS SHALL BE GRADUAL SWEEPS WITH A MINIMUM 20-FOOT RADIUS, UNLESS NOTED ON THE PLANS.
25. CONTRACTOR SHALL CONSTRUCT HORIZONTAL DIRECTIONAL DRILL IN ACCORDANCE WITH ASTM F 1962 "STANDARD GUIDE FOR USE OF MAXI-HORIZONTAL DIRECTIONAL DRILLING FOR PLACEMENT OF POLYETHYLENE PIPE OR CONDUIT UNDER OBSTACLES INCLUDING RIVER CROSSINGS"
26. CONTRACTOR TO PROVIDE AND PLACE 2500LB MULE TAPE IN EACH INSTALLED DUCT.
27. ALL PROPOSED TELECOM FACILITIES SHOULD BE INSTALLED AT A MINIMUM OF 42 INCHES BELOW FINISHED GRADE ELEVATION WITHIN TxDOT ROW AND 36 INCHES AT ALL OTHER LOCATIONS.
28. USE OF WATER AND OTHER FLUIDS IN CONNECTION WITH BORING OPERATIONS WILL BE PERMITTED ONLY IN SUFFICIENT QUANTITY TO LUBRICATE BORING BIT AND PROVIDE A SMOOTH FLOW OF CUTTINGS. JETTING WILL NOT BE PERMITTED.
29. OPERATIONS ON THE ROADWAY SHALL BE PERFORMED IN SUCH A MANNER THAT OPERATING EQUIPMENT AND EXCAVATED MATERIAL ARE KEPT OFF THE PAVEMENT AT ALL TIMES.
30. BARRICADES AND WARNING SIGNS, AND FLAGMEN WHEN NECESSARY, SHALL BE PROVIDED BY THE CONTRACTOR OR OWNER. ONE- HALF THE TRAVELED PORTION OF THE ROADWAY MUST BE OPEN TO TRAFFIC AT ALL TIMES. CONTRACTOR TO REFER TO COMPLY WITH TEXAS MUTCD BARRICADE AND CONSTRUCTION STANDARDS.
31. WORK PERFORMED ON RAILROAD RIGHT-OF-WAY IS SUBJECT TO THE CONCURRENCE OF THE RAILROAD COMPANY. WORK PERFORMED WITHIN WATERWAYS, SUCH AS RIVERS, CREEKS, BAYOUS, AND DRAINAGE DITCHES IS SUBJECT TO THE RULES & REQUIREMENTS OF THAT APPROPRIATE GOVERNMENTAL AGENCY.
32. APPROPRIATE EASEMENT/APPROVAL MUST BE SECURED FOR PROJECT AREAS OUTSIDE THE RIGHT-OF-WAY. NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY UNTIL RIGHT OF ENTRY AND EASEMENT HAS BEEN OBTAINED.
33. CONTRACTOR TO CONTACT TELECOM OWNER A MINIMUM OF 2-WEEKS PRIOR TO CONSTRUCTION.

34. ALL FIBER OPTIC CABLE AND COOPER BASED FACILITIES WILL BE SPLICED BY THE UTILITY OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.
35. UTILITY CONTRACTOR TO CONTACT UTILITY OWNER OF 48 HOURS PRIOR TO CONNECTION TO EXISTING MANHOLE OR DUCTS TO COORDINATE ON-SITE INSPECTION BY UTILITY PERSONNEL.
36. CONTRACTOR TO PROVIDE OVERHEAD POLE SUPPORT WHENEVER CONSTRUCTION EXCAVATION IS WITHIN 5' OF AN OVERHEAD POLE.
37. CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNER FROM ANY CONSTRUCTION RELATED ACTIVITIES THAT MAY ENCROACH ON ADJACENT PRIVATE PROPERTY.
38. CONTRACTOR SHALL NOTIFY CAPITAL METRO 48 HOURS IN ADVANCE OF CONSTRUCTION.
39. CONTACT LAURIE SHAW WITH CAPITAL METRO AT 512-474-1200OR LAURIE.SHAW@CAPMETRO.ORG PRIOR TO RELOCATING ANY BUS STOP OR SETTING ANY TRAFFIC CONTROL DEVICES AFFECTING ANY BUS STOP OR SERVICES.
40. AUSTIN ENERGY FACILITIES – GFT INSTALLED VAULTS, MANHOLES, AND BEHIND THE CURB SERVICE TRENCHES TO HOMES AND BUSINESSES SHALL MAINTAIN 2' HORIZ SEPARATION FROM EXISTING AUSTIN ENERGY FACILITIES UNLESS OTHERWISE AGREED UPON WITH THE DESIGNATED AUSTIN ENERGY FIELD PERSONNEL.
41. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.
42. ONLY 1 STUB RISER CONDUIT FOR EACH TELECOMMUNICATION PROVIDER AT ALL POLE LOCATIONS SHOWN ON PLANS.
43. ALL VAULTS, MANHOLES, AND HANDHOLES TO BE PLACED AT FINAL GRADES. TEMPORARY FILLS OR CUTS NEED TO BE USED AT EACH SITE SO THAT THE MINIMUM OF 2" WIDE LEVELING WORKING SPACE EXISTS AROUND THE PERIMETER OF EACH OPENING.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



LJA Engineering, Inc. **LJA**
FRN - F-1386

SPECTRUM
4658737
BLANCO RIVER RANCH

BURIED IMPROVEMENTS
GENERAL NOTES

DESIGN BY: MB	SCALE:
DRAWN BY: MB	HORIZONTAL: N/A
CHECKED BY: RS	VERTICAL: N/A
APPROVED BY: SC	SHEET: 1 OF 1
PROJECT NO: 2605-23-C178	PAGE: 2
DATE: 9/10/2023	



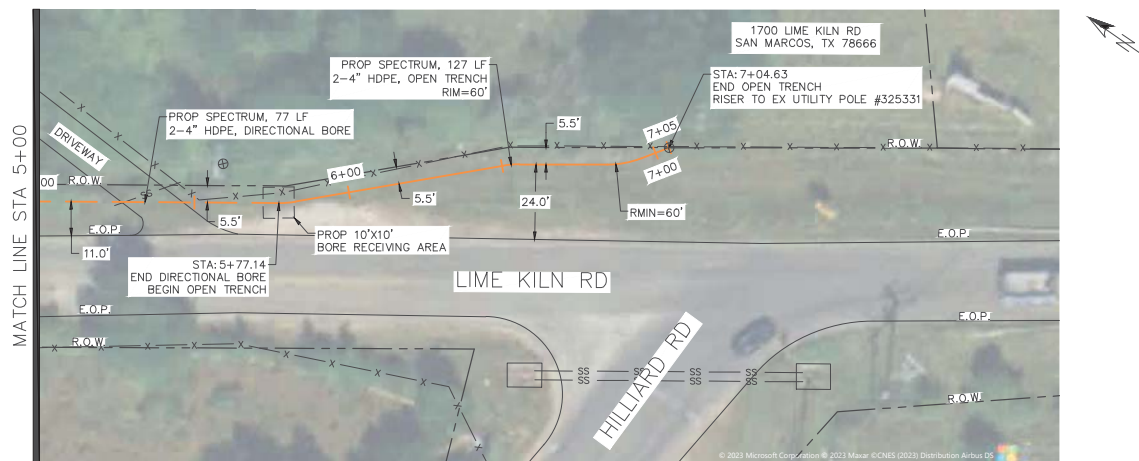
20 10 0 20 40
HORIZONTAL SCALE: 1" = 40'

LEGEND

- PROP BORE
- PROP TRENCH
- W — EX WATER LINE
- WW — EX WASTEWATER LINE
- SD — EX STORM SEWER
- UGE — EX ELECTRIC
- GAS — EX GAS
- UGT — EX TELECOM
- EX ROADWAY
- X — EX WIRE FENCE
- R.O.W.
- ⊗ EX UTILITY POLE

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. CONTRACTOR SHALL POTHOLE ANY EXISTING UTILITY TO VERIFY DEPTH IS NOT IN CONFLICT WITH PROPOSED ALIGNMENT.
3. MAINTAIN A MINIMUM DUCT COVER OF 48" UNDER DITCHES AND 60" MINIMUM UNDER PAVEMENT. ALL ELSE 36" MINIMUM COVER. MAINTAIN 24" OF VERTICAL AND HORIZONTAL CLEARANCE FROM ALL EXISTING UTILITIES. CONTRACTOR TO MAINTAIN 5' HORIZONTAL CLEARANCE FROM ALL WATER INFRASTRUCTURE.
4. MANHOLE UDS TO BE INSTALLED AT EXISTING GROUND ELEVATION.
5. EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



Spectrum

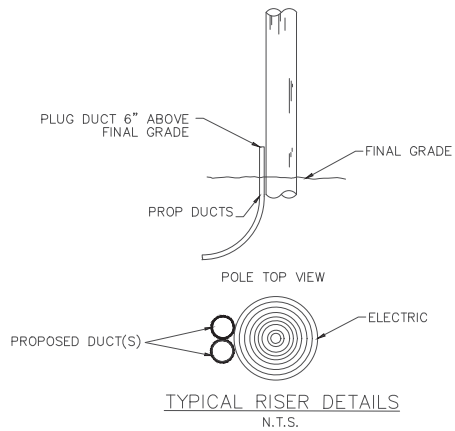
LJA Engineering, Inc. **LJA**
FRN - F-1386

SPECTRUM
4658737
BLANCO RIVER RANCH

BURIED IMPROVEMENTS
UTILITY PLAN VIEW STA: 1+00 TO END

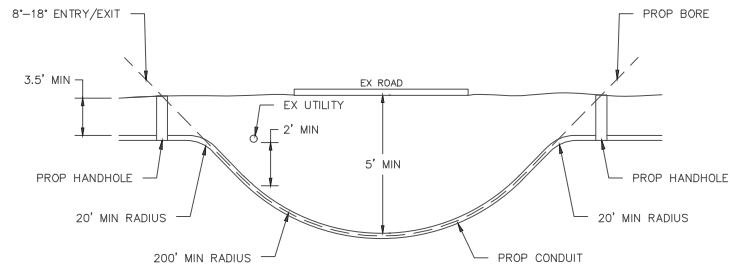
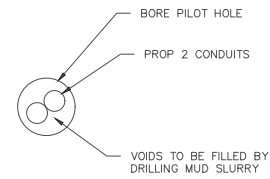
DESIGN BY: MB
DRAWN BY: MB
CHECKED BY: RS
APPROVED BY: SC
PROJECT NO: 2605-23-C178
DATE: 9/10/2023

SCALE:
HORIZONTAL: 1"=40'
VERTICAL: N/A
SHEET: 1 OF 1
PAGE: 3



RISER GENERAL NOTES

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



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



Spectrum

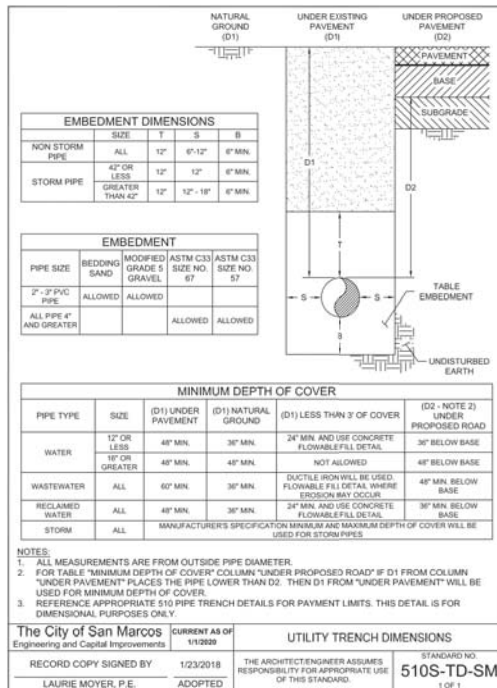
LJA Engineering, Inc. **LJA**
FRN - F-1386

SPECTRUM
4658737
BLANCO RIVER RANCH

BURIED IMPROVEMENTS
TYPICAL DETAILS

DESIGN BY: MB
DRAWN BY: MB
CHECKED BY: RS
APPROVED BY: SC
PROJECT NO: 2605-23-C178
DATE: 9/10/2023

SCALE:
HORIZONTAL: N/A
VERTICAL: N/A
SHEET: 1 OF 1
PAGE: 4



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

811
Know what's below.
Call before you dig.

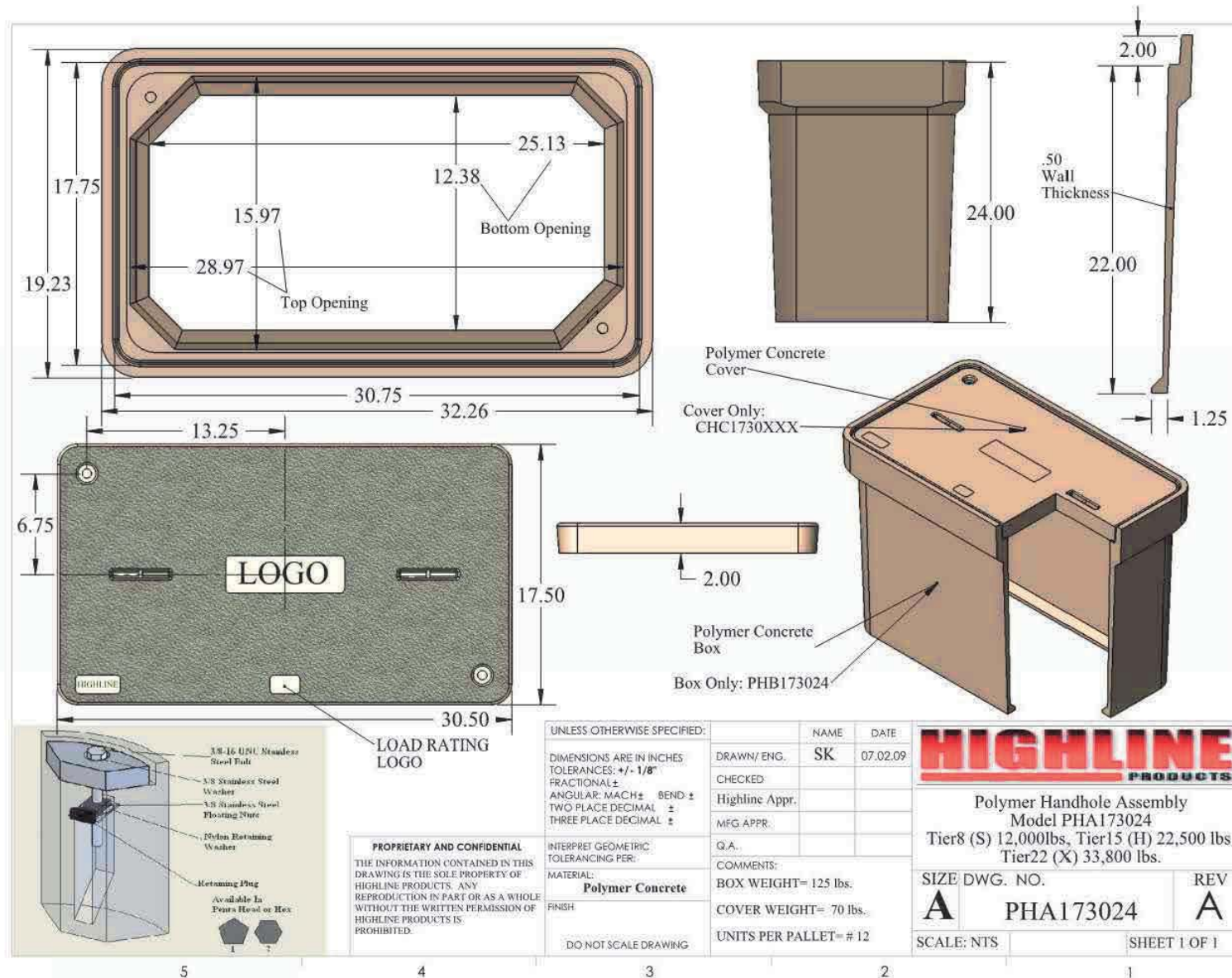


LJA Engineering, Inc. **LJA**
FRN - F-1386

SPECTRUM
4658737
BLANCO RIVER RANCH

BURIED IMPROVEMENTS
TRENCH DETAILS

DESIGN BY:	MB	SCALE:	
DRAWN BY:	MB	HORIZONTAL:	N/A
CHECKED BY:	RS	VERTICAL:	N/A
APPROVED BY:	SC	SHEET:	1 OF 1
PROJECT NO:	2605-23-C178	PAGE:	5
DATE:	9/10/2023		



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



Spectrum

LJA Engineering, Inc. **LJA**
 FRN: F-1386

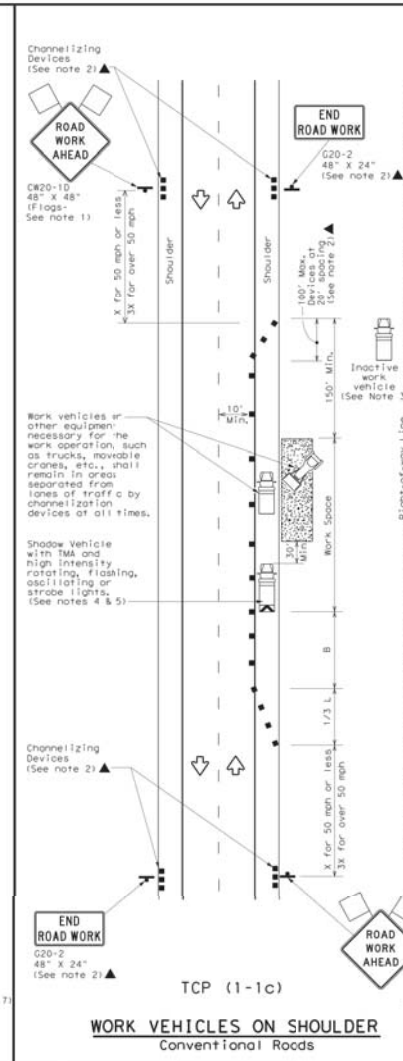
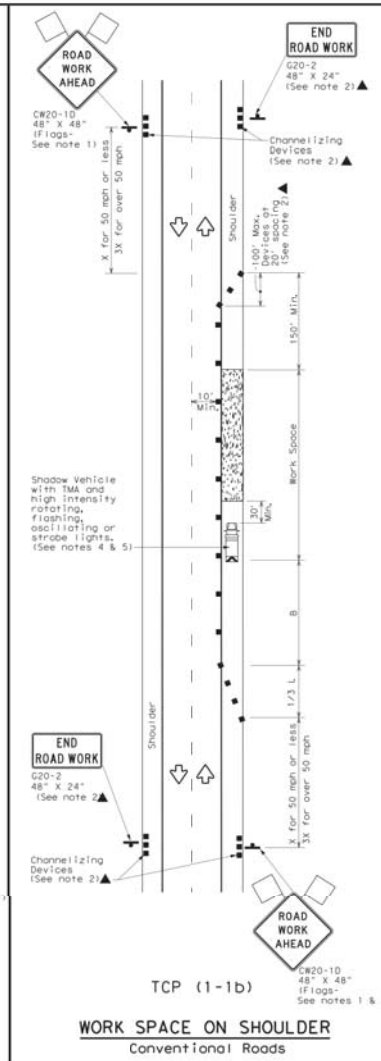
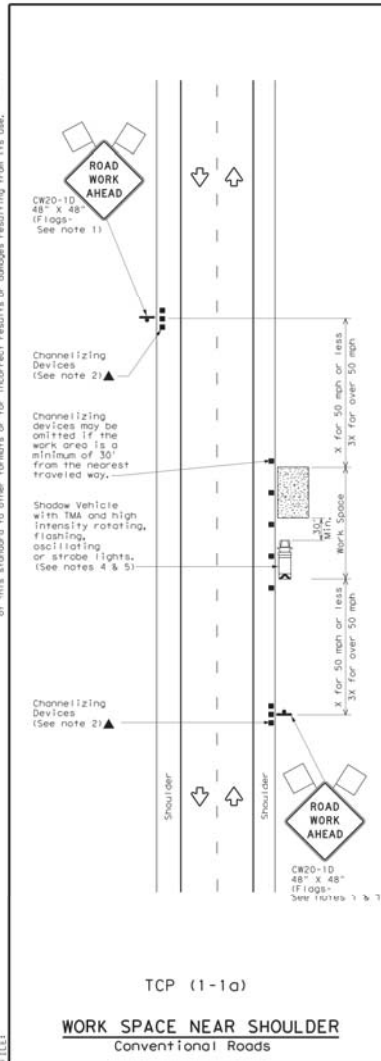
SPECTRUM
 4658737
 BLANCO RIVER RANCH

BURIED IMPROVEMENTS
 PROPOSED HANDHOLE DETAILS

DESIGN BY: MB	SCALE: HORIZONTAL: N/A
DRAWN BY: MB	VERTICAL: N/A
CHECKED BY: RS	SHEET: 1 OF 1
APPROVED BY: SC	PAGE: 6
PROJECT NO: 2605-23-C178	
DATE: 9/10/2023	

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the Texas Department of Transportation for the accuracy or completeness of the information or of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: FILE:



LEGEND

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

Posted Speed "M"	Formula L = WS	Minimum Desirable Taper Lengths "ft"	Suggested Maximum Spacing of Channelizing Devices "ft"	Minimum Sign Spacing "ft"	Suggested Longitudinal Buffer Space "ft"
30	L = WS	10' 11' 12'	30' 40' 45'	60' 70' 80'	90' 120' 155'
35		150' 165' 180'	35' 45' 50'	70' 80' 90'	120' 155' 195'
40		205' 225' 245'	40' 50' 55'	80' 90' 100'	155' 195' 240'
45		265' 295' 320'	45' 55' 60'	90' 100' 110'	195' 240' 295'
50		325' 365' 400'	50' 60' 65'	100' 110' 120'	240' 295' 350'
55	L = WS	385' 435' 480'	55' 65' 70'	110' 120' 130'	295' 350' 410'
60		445' 505' 560'	60' 70' 75'	120' 130' 140'	350' 410' 475'
65		505' 575' 640'	65' 75' 80'	130' 140' 150'	410' 475' 540'
70		565' 645' 720'	70' 80' 85'	140' 150' 160'	475' 540' 615'
75		625' 715' 800'	75' 85' 90'	150' 160' 170'	540' 615' 690'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper (ft) W=Width of Offset (ft) S=Posted Speed (MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓	✓	✓	✓	✓

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- See TCP15-11 for shoulder work on divided highways, expressways and freeways.
- CR21-5 "SHOULDER WORK" signs may be used in place of CR20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP (1-1)-18

File: tcp1-1-18.dgn Date: December 1985 User: JLB Job: 180000

2-94 4-98 2-95 2-12 1-97 2-18

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE. LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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LJA Engineering, Inc. **LJA**
FRN - F-1386

SPECTRUM
4658737
BLANCO RIVER RANCH

BURIED IMPROVEMENTS
TRAFFIC CONTROL DETAILS

DESIGN BY: MB	SCALE: HORIZONTAL: N/A
DRAWN BY: MB	VERTICAL: N/A
CHECKED BY: RS	SHEET: 1 OF 1
APPROVED BY: SC	DATE: 9/10/2023
PROJECT NO: 2605-23-C178	PAGE: 7



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

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

Utility Company Information:

Name: CenterPoint Energy
Address: 2730 IH 35 New Braunfels TX
Phone:
Contact Name: Jenerica robinson

Engineer / Contractor Information:

Name: Centerpoint Energy
Address:
Phone: 8306436925
Contact Name: jenerica robinson

Hays County Information:

Utility Permit Number: TRN-2023-7086-UTL
Type of Utility Service: 2" natural gas line
Project Description:
Road Name(s): Pine Siskin, , , , , ,
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

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

10/31/2023

Signature

Title

Date

10/25/2023 10:20:06 PM C:\USERS\J02242497\ONE DRIVE - CENTERPOINT ENERGY\AUTOCAD - CNP PROJECTS\CA802 PINE SISKIN DR BUDA, TX\EC3-2302774.DWG



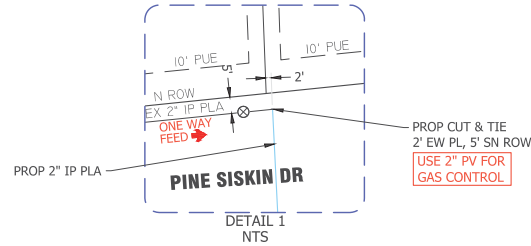
GAS STAKING		
JOB NO.:	BY:	DATE:
ESMTS. DED. BY:	ESMT. DOCUMENTS:	
MONUMENTATION FND.:	PLAT DIST. CHK.=D:	
ESMTS. NEEDED AT:		
NON-STD. STAKING: REASON:		

PERMITS REQUIRED FOR CONSTRUCTION	
<input checked="" type="checkbox"/>	NO PERMITS REQUIRED
<input type="checkbox"/>	TXDOT
<input type="checkbox"/>	CITY:
<input type="checkbox"/>	COUNTY:
<input type="checkbox"/>	FLOOD CONTROL/DRAINAGE:
<input type="checkbox"/>	RAILROAD:

REVISED
10/19/23



VICINITY MAP



#	REVISION	DATE	INITIALS
1	RELOCATION DUE TO CONFLICT WITH TREES	10/19/23	

GENERAL NOTES:

- FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.
- MAINTAIN A MINIMUM DEPTH OF 3' UNLESS OTHERWISE NOTED.
- USE GAUGES TO MONITOR & MAINTAIN FEEDS & PRESSURE.
- CONTACT DESIGNER (JENERICA ROBINSON AT 830-643-6925) WITH ANY NECESSARY FIELD CHANGES.
- THIS PROJECT IS SUBJECT TO SEWER LATERAL INSPECTION TO VERIFY CLEARANCE, PER THE OPTIONS STATED IN THE CONSTRUCTION AND SERVICE MANUAL. ENGINEERING WAS UNABLE TO VERIFY THE CLEARANCE WITH MAPS AND RECORDS.
- TAKE NECESSARY PRECAUTIONS WHEN CUT, CAP & REMOVING STEEL MATERIAL. ASSUME ALL TAR WRAP PIPE CONTAINS ASBESTOS AND FOLLOW CONSTRUCTION AND SERVICE MANUAL PROCEDURES (SECTION: CS-B-1-.330) FOR REMOVAL OF PIPE AND GASKETS WITH ASBESTOS CONTAINING MATERIAL OR PRESUMED ASBESTOS CONTAINING MATERIAL.
- FOR IP PIPE TEST PRESSURE AT 100 PSIG IN ACCORDANCE WITH SECTION CS-B-1.220 OF THE CONSTRUCTION & SERVICE MANUAL. HP LINE TEST PRESSURE AND DURATION ARE AS NOTED.
- ALL SERVICE LINES MUST HAVE AN EPV OR CURB VALVE INSTALLED IN ACCORDANCE WITH SECTION CS-FORM 1.150 OF THE CONSTRUCTION AND SERVICE MANUAL AND EPV SIZING CHART. CONTACT ENGINEERING FOR ADDITIONAL SIZING RECOMMENDATIONS.
- COORDINATE CATHODIC PROTECTION WITH THE CORROSION DEPARTMENT (JOE FELLMAN AT 713-967-7311) AND ENSURE CP DEPARTMENT IS ON SITE DURING CONSTRUCTION TO MAKE BONDS.
- DIMENSION ALL TIE-IN LOCATIONS FROM ESTABLISHED RIGHT OF WAYS.
- CRITERIA TO BE USED FOR TRACER WIRE SELECTION WHEN INSTALLING PLASTIC GAS LINES:
 - USE #14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES.
 - USE #14 TRACER WIRE FOR SHORT BORES UP TO 300' AND ALL OTHER NON-BORE INSTALLATIONS.
 - USE #10 TRACER WIRE WITH ALL BORES LONGER THAN 300'.
 - USE #8 TRACER WIRE AS NEEDED FOR LARGE BAYOU CROSSINGS AND OTHER EXTRAORDINARY SITUATIONS AND COMPLEX BORES.INSPECTOR APPROVAL REQUIRED PRIOR TO WORK.

LEGEND

EXISTING MAIN

PROP 2" IP PLA, SDR 11.0

PE 2406/2708

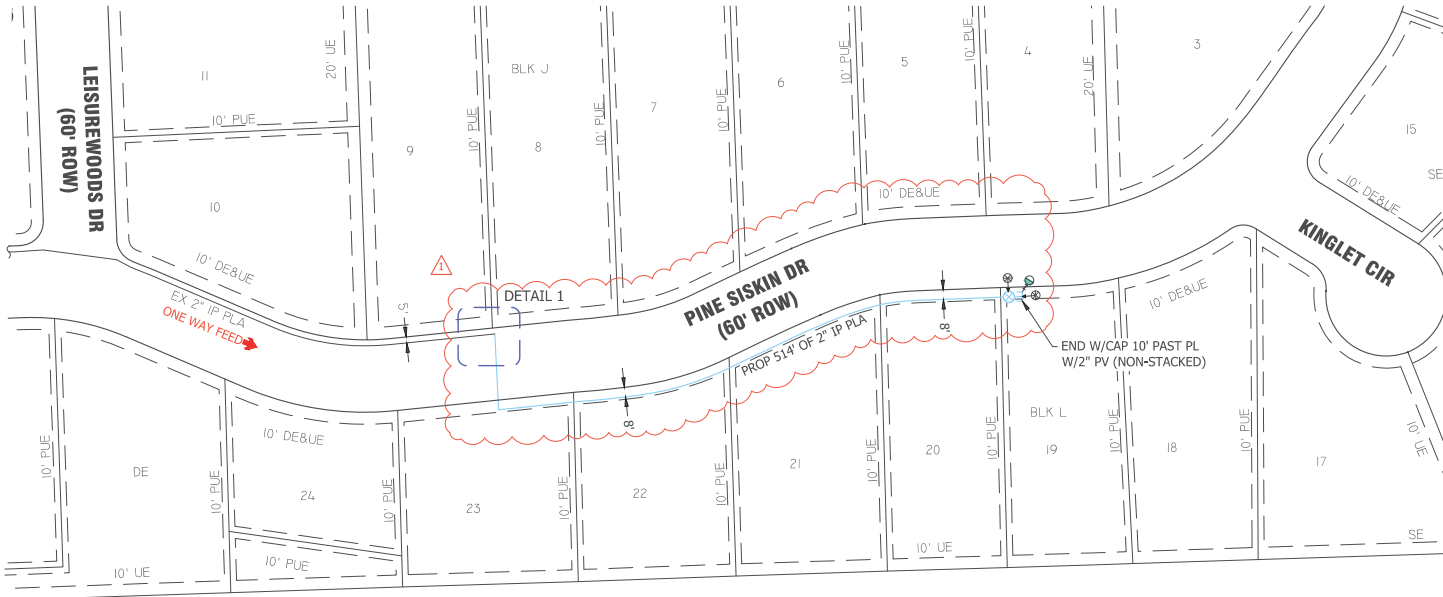
WO#: 107649853

PROP 5# ZINC ANODE

PROP MARKER BALL

GCO#: 51089

STAKING REQUEST#: 107649853



TXRRC CONSTRUCTION NOTIFICATION REQUIRED:

CONTRACTOR TO NOTIFY CNP OF CONSTRUCTION START DATE 30 DAYS PRIOR TO CONSTRUCTION. PLEASE SEND CONSTRUCTION NOTIFICATION TO TXRRCNOTIFICATION@CENTERPOINTENERGY.COM

DRAFTER: SB 10/25/23
CKR: HE 10/25/23
ENGR:

DESIGNED BY: JENERICA ROBINSON 830-643-6925	RECOMMENDED BY:	DATE:	DRAWN BY: HUGO M.
ESTIMATED COST: \$	CONTRIBUTOR:	DATE:	DATE: 06/06/2023
NEED DATE:	COMPLETION DATE:	SCALE: D80	SHEET: 1 OF 1
PURPOSE AND NECESSITY: TO SERVE ONE RESIDENTIAL CUSTOMER	APPROVED BY:	DATE:	
	ABEL ARISPE	06/08/2023	

F:232513950 O:231613944

802 PINE SISKIN DR
BUDA, TEXAS





Hays County Transportation Department

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

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General Special Provisions:

1. Construction of this line will begin on or after 10/10/2023 .

Utility Company Information:

Name: wtcpua
Address: TX
Phone:
Contact Name: john camarillo

Engineer / Contractor Information:

Name: WTCPUA
Address:
Phone: 5125018089
Contact Name: john camarillo

Hays County Information:

Utility Permit Number: TRN-2023-6924-UTL
Type of Utility Service: water
Project Description:
Road Name(s): Bear Creek Pass, , , , , ,
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

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

11/01/2023

Signature

Title

Date



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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General Special Provisions:

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

Utility Company Information:

Name:
Address: TX
Phone:
Contact Name:

Engineer / Contractor Information:

Name: Lightspeed
Address: 14480 62nd St N Ste A clearwater FL 33760
Phone: 8159700237
Contact Name: chris Weeden

Hays County Information:

Utility Permit Number: TRN-2023-7070-UTL
Type of Utility Service:
Project Description:
Road Name(s): , , , , , ,
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

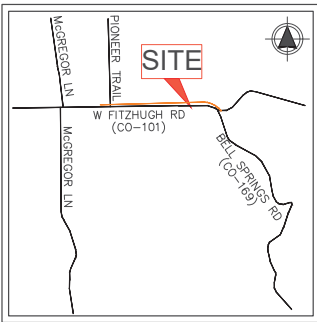
A handwritten signature in cursive script, appearing to read "Roland Chan".

11/01/2023

Signature

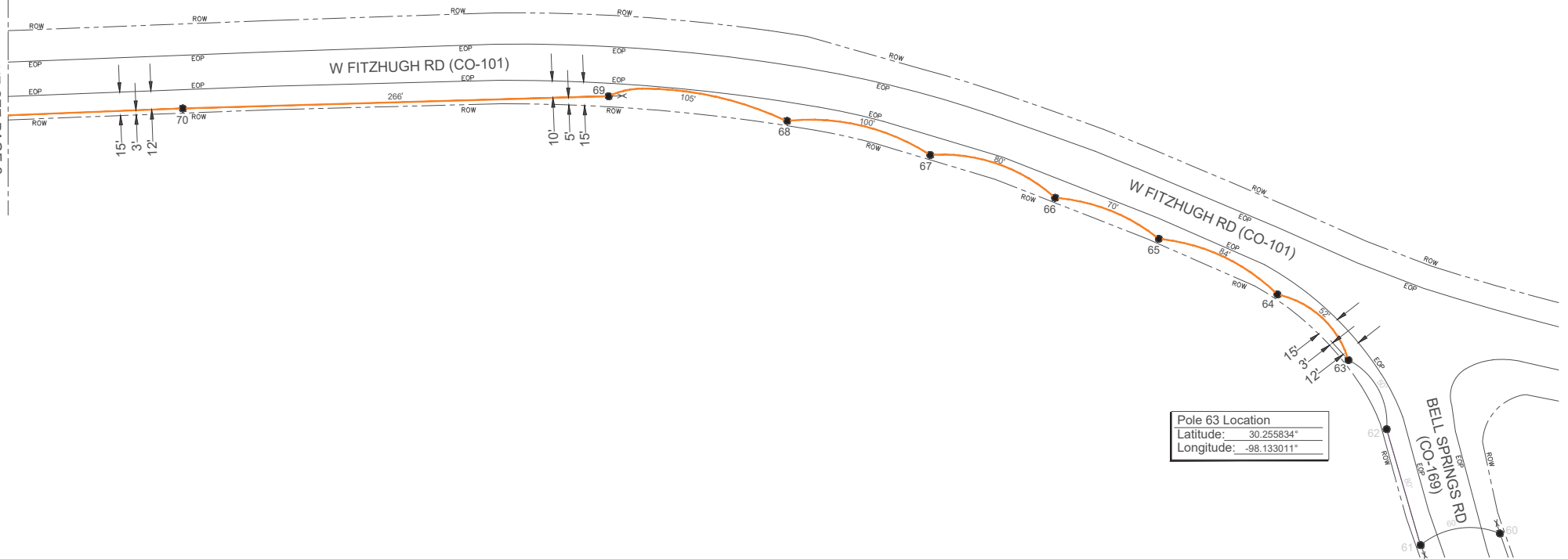
Title

Date



LOCATION MAP
NTS

MATCH LINE SEE PAGE-2



Pole 63 Location
Latitude: 30.255834°
Longitude: -98.133011°



PROJECT		GF FTTH MESA VERDE			
LOCATION		MESA VERDE BLVD/FITZHUGH RD			
DRAWN	DATE	SCALE		APPLICATION	
TXUE	09-12-23	NTS		COUNTY PERMIT	
PROJECT #	CITY	PAGE	APPROVED BY:		
3440313	DRIPPING SPRINGS, TX	1 OF 2	AJ LOPEZ		

LEGEND

- | | | | |
|----------------------|---------------------------|-----------------------------|-----------------------|
| ● NEW POLE | — W — WATER UTILITY | — SS — SANITARY SEWER UTIL. | ⌵ DOWN GUY & ANCHOR |
| ○ PROPOSED CATV POLE | — G — NATURAL GAS UTILITY | — SC — EX. SPECTRUM CONDUIT | ⌵ SIDEWALK GUY & ANC. |
| ⊙ STEEL POLE | — GR — GRANDE UTILITY | — UG — UNDERGROUND | — NEW BUILD |
| ⊠ TRANSFORMER POLE | — T — TELEPHONE UTILITY | — ROW — RIGHT OF WAY LINE | — OVERLASH |
| ⊗ POWER POLE | — E — ELECTRIC UTILITY | — EXC — EXISTING CURB | — NEW UG TRENCH |
| | | — EOP — EDGE OF PAVEMENT | — NEW UG BORE |

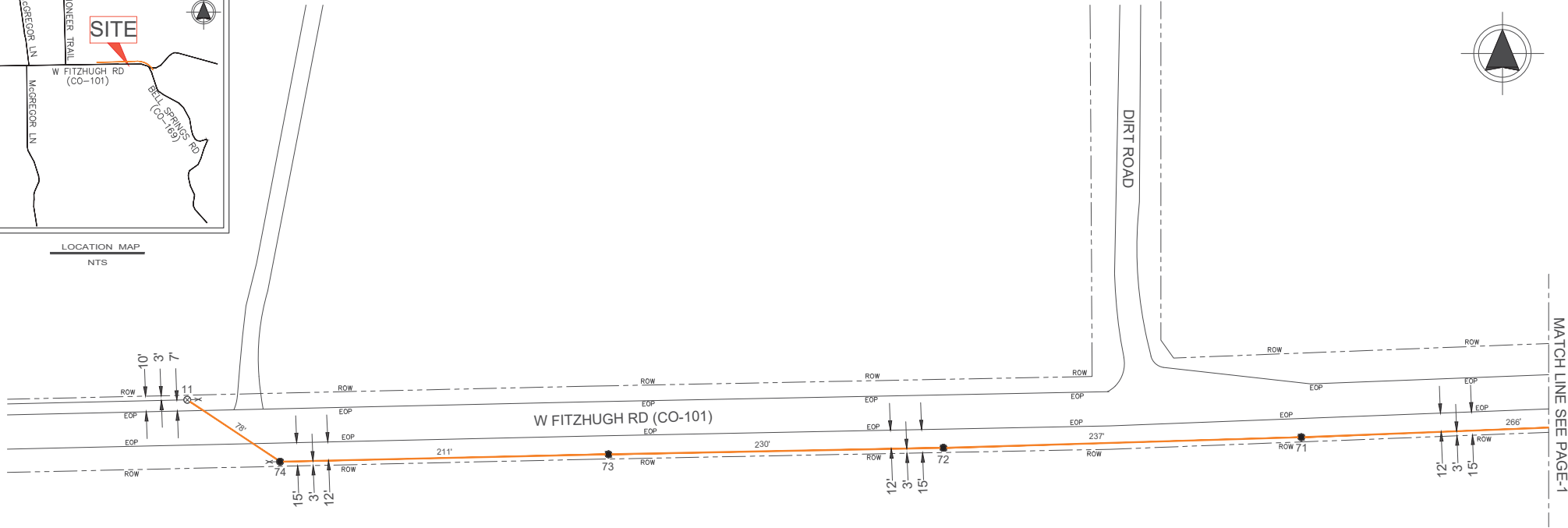
REVISIONS	
DATE	COMMENTS
	SM

PREPARED BY:

ENTRUST
SOLUTION GROUP



LOCATION MAP
NTS



Pole 74 Location
Latitude: 30.256162°
Longitude: -98.138322°



PROJECT GF FTTH MESA VERDE			
LOCATION MESA VERDE BLVD/FITZHUGH RD			
DRAWN TXUE	DATE 09-12-23	SCALE NTS	APPLICATION COUNTY PERMIT
PROJECT # 3440313	CITY DRIPPING SPRINGS, TX	PAGE 2 OF 2	APPROVED BY: AJ LOPEZ

LEGEND

● NEW POLE	— W — WATER UTILITY	— SS — SANITARY SEWER UTIL.	⌵ DOWN GUY & ANCHOR
○ PROPOSED CATV POLE	— G — NATURAL GAS UTILITY	— SC — EX. SPECTRUM CONDUIT	⌵ SIDEWALK GUY & ANC.
⊗ STEEL POLE	— GR — GRANDE UTILITY	— UG — UNDERGROUND	— NEW BUILD
⊗ TRANSFORMER POLE	— T — TELEPHONE UTILITY	— ROW — RIGHT OF WAY LINE	— OVERLASH
⊗ POWER POLE	— E — ELECTRIC UTILITY	— EXISTING CURB	— NEW UG TRENCH
		— EOP — EDGE OF PAVEMENT	— NEW UG BORE

REVISIONS	
DATE	COMMENTS
	SM

PREPARED BY:



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the County Judge to execute a contract renewal with TransUnion for investigative purposes for the Sheriff's Office, with a proposed price increase of \$168.00 monthly. **INGALSBE/CUTLER**

Summary:

The contract for TransUnion expired on 10/1/2023 and the Sheriff is requesting to renew the contract. The Sheriff's Office utilizes this contract for investigative services and TransUnion is requesting a price increase of \$168.00 per month, total of \$503 per month, effective 11/01/2023. Funding for the increase is supported by the Sheriff's Office Criminal Investigation general ledger.

Fiscal Impact:

Amount Requested: \$1,848

Line Item Number: 001-618-00.5362 Criminal Investigation

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: Annual Renewal, price increase \$168.00 per month.

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

TransUnion



PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the below-identified Agency ("Agency"). The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Thereafter, this Supplement shall automatically renew for successive periods equal to the Supplement Term, unless either party provides the other party with written notice of termination at least sixty (60) days prior to the expiration of the then-current Supplement Term. Upon termination of this Supplement, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.
2. **Fees and Charges.** Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect to the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings given to them in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank. Signature page follow on the attached Pricing Sheet]



PRICING SHEET to Pricing Supplement

"Agency": Hays County Sheriff's Office - TX

Agency ID: 38661

TRADS Services: TLOxp® Online – Non-Batch Flat Rate – Monthly.

Effective Date: 10/01/2023

Supplement Term: 12 month(s) with auto-renewal.

"Monthly Fee": USD 503.00

"Number of Monthly Transactions": 1,500

The Monthly Fee includes the Number of Monthly Transactions, subject to the Excluded Items and Transactional Overage Pricing. Should Agency not submit the Number of Monthly Transactions, Agency shall not receive a refund of the Monthly Fees paid. Unused Number of Monthly Transactions do not rollover into a subsequent month.

INCLUDED SEARCHES AND REPORTS:

The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, with the exception of the searches and reports listed below ("Excluded Items"), unless checked, in which case, the checked items are included in the Monthly Fee.

<input type="checkbox"/>	TruLookup Social Media Comprehensive Report	<input checked="" type="checkbox"/>	TruLookup Comprehensive Report – Person
<input type="checkbox"/>	TruLookup Super Reverse Phone Lookup	<input checked="" type="checkbox"/>	TruLookup Comprehensive Report – Business
<input checked="" type="checkbox"/>	TruLookup Relationship Mapping	<input checked="" type="checkbox"/>	TruLookup Address Report
<input type="checkbox"/>	TruLookup Real-Time Phone Carrier Search	<input checked="" type="checkbox"/>	TruLookup Locate with Assets Report
<input type="checkbox"/>	TruLookup Real-Time Incarcerations & Arrests Search	<input checked="" type="checkbox"/>	TruLookup Phone Report
<input type="checkbox"/>	TruLookup Household Search		TruLookup Predictive Attributes Suite

The Excluded Items are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Items are in addition to the Monthly Fee. TRADS reserves the right to exclude (as Excluded Items) future released searches and/or reports from the Monthly Fee.

TRANSACTIONAL OVERAGE PRICING:

Transactions exceeding the Number of Monthly Transactions are subject to overage pricing ("Transactional Overage Pricing") at TRADS' then-current fees and charges on a per Transaction basis, unless specified otherwise below and subject to Agency's data access rights. Transactional Overage Pricing is in addition to the Monthly Fee.

"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or a report).

Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Acknowledged and agreed to by:

Hays County Sheriff's Office - TX ("Agency")

By: _____
Representative

Full Name _____

Title _____

Date Signed _____



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

T. CRUMLEY/HIGGINS

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a resolution and the submission of a grant application to the Capital Area Council of Governments, FY24 Solid Waste Grant Program in the amount of \$18,298.00. **INGALSBE/T.CRUMLEY/HIGGINS**

Summary:

The Capital Area Council of Government's (CAPCOG) Solid Waste Grant program supports efforts in the CAPCOG region to manage illegal dumping, host community collection events, and provide education. Hays County is submitting an application to host a community tire collection event in spring of 2024. There is a required 10% match for this grant which will be made up of salary costs for employees working the event. Applications are due November 13th.

Fiscal Impact:

Amount Requested: \$3,371.20 (15% required cash match)

Line Item Number: TBD

Budget Office:

Source of Funds: CAPCOG Grant Funds & General Fund for cash match

Budget Amendment Required Y/N?: No

Comments: Will need to identify cash match if grant is awarded.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: TBD

New Revenue Y/N?: TBD

Comments:

Attachments

CAPCOG SW Grant Application
Resolution

CAPCOG SOLID WASTE PROGRAM FY 2024-2025 GRANT APPLICATION FORM

Organization, Project Contact, and Project Name

Entity Name: Hays County
Project Name: Hays County Tire Collection
Entity Type: ☐ Municipality ☒ County ☐ School District ☐ Other
Entity Address : 712 S. Stagecoach Trail, San Marcos, TX 78666
Contact Name: Simone Corprew
Contact Title: Grant Coordinator
Contact E-mail: simone.corprew@co.hays.tx.us
Contact Phone: 512 749 1161

Project Category (select one)

Priority 1 Projects for FY 2024-2025

- ☒ Litter and Illegal Dumping Cleanup or Community Collection Event (Including Scrap Tire Events)
☐ Source Reduction and Recycling (not including facilities)
☐ Household Hazardous Waste Management Collection Events (including events and permanent HHW facilities)

Priority 2 Projects for FY 2024-2025

- ☐ Local Enforcement
☐ Municipal Solid Waste (MSW) Facility (including transfer stations and recycling facilities).
☐ Educational and Training Project

Priority 3 Projects for FY 2024-2025

- ☐ Technical Study
☐ Local Municipal Solid Waste Management Plan
☐ Other Type of Project (describe):_Click or tap here to enter text.

- ☐ Project Involves Construction ☒ Project Does Not Involve Construction

Funding Request

Indicate total project cost, amount requested, and minimum amount acceptable below. Please note that amount requested cannot exceed 90% of total project cost.

A: Total Project Cost:	\$21,669.20
B: Amount Requested (\$10,000 - \$30,000):	\$18,298.00
C: Proposed Match (A - B):	\$3,371.20
D: % Proposed Match (C / A; at least 10%):	15%
E: Minimum Amount Acceptable (min: \$10,000):	\$15,098.00

Project Description

Provide description of the project, including an explanation of how the applicant will ensure it meets all requirements explained in the request for applications.

- If applying for funding for an MSW facility funding, indicate which of the allowable facility types you are proposing as identified in TCEQ's Administrative Procedures document.
- If applying for HHW management funding, indicate whether the project involves construction of or at a permanent HHW facility or not.
- If applying for funding for equipment, explain what the equipment is, how it will be used to support municipal solid waste management, and what the basis for the cost estimate is.
- If applying for a collection event, explain where and when the collection event will take place, and what the basis for the cost estimate is.
- Include details regarding how a reduction in the amount of funding down to the minimum amount acceptable from what was requested would affect the project.

Hays County is seeking funding to host a scrap tire collection event in April of 2024. The event will take place at the Hays County Transportation office located on Yarrington Rd., east of I-35. The county will rent 5 tire collection trailers that the vendor will drop off and collect after the event. Quotes are being obtained from 3 vendors in order to create the budget. The collection event will be scheduled for eight hours. The event will be run by staff members from the Environmental Taskforce of the Hays County District Attorney's Office.

The event will be advertised in the local newspaper for two weeks prior to the event as well as on social media.

Project Timeline

Provide a detailed project timeline including important milestones for the project, including procurement, event dates, anticipated construction completion dates, and billing dates. If necessary, attach additional pages.

Table 1. Project Timeline

Milestone	Days from Receipt of Notice to Proceed
Schedule advertisements in local paper and schedule social media posts advertising the event	Within 30 days

CAPCOG FY 2024-2025 SOLID WASTE GRANT REQUEST FOR APPLICATIONS

Milestone	Days from Receipt of Notice to Proceed
Order printed educational material about illegal dumping and the taskforce	Within 30 days
Secure vendor for tire collection trailers	Within 60 days
Confirm all staff and volunteers for the event	Within 60 days
Prepare sign-in logs for residents dropping off tires	Within 60 days
Secure final donations for event	Within 60 days
Host event	Within 90 days
Prepare all paperwork documenting number of tires collected, etc. for CAPCOG	Within 120 days
Pay any outstanding invoices	Within 120 days
Click or tap here to enter text.	Click or tap here to enter text.
Final Request for Reimbursement Submitted to CAPCOG	Within 150 days

Project Budget Summary

Provide details of the project cost below. Each project category is described in detail in the RFA.

Table 2. Budget Expense Category Summary

Budget Category	Total Project Cost
Personnel (salaries + fringe)	\$3,371.20
Travel	0
Supplies	\$208
Equipment (per-unit acquisition cost of \$5,000 or more)	0
Construction	0
Contractual	\$16,000
Other	\$2,090
Indirect (must attach current indirect cost plan)	0
TOTAL (most match total project cost on page 2)	\$21,669.20

Project Budget Details

Provide further detail on the overall project budget and the components of each budget category listed above in the total project cost. Procurement must follow all state laws, and must conform to entity's procurement policy.

Overview

Provide an overall explanation for the project cost and the proposed match. Also include any details on how much money may have already been budgeted for this project for FY 2024 or FY 2025.

The matching funds will be made up entirely of personnel costs as outlined in the personnel section. Hays County will provide a minimum of 11 staff members to work the 8 hour tire collection event. Staff costs are broken down per position.

Personnel

Provide detail on any wages and salaries proposed to be paid, as well as any fringe benefits that would be charged to this grant.

Hays County will provide a minimum of 11 staff members for the eight hour event. Staff will be made of 1 grant writer (paid at \$23.14/hour) and at least 10 staff members from the District Attorneys office. Staff members working the event are still being determined, but are conservatively estimated at the base salary of Attorney II position, which is \$40.04/hour. This totals \$3,371.20 for the eight hour event including both staff from the DA's Office and the Grant Writer.

Travel

Provide detail on travel associated with this application.

N/A

Supplies

Provide detail on supplies necessary for carrying out the project. This includes non-construction goods and materials having a per-unit acquisition cost of less than \$5,000 or with a useful life of 1 year or less.

Supplies charged to the grant are items that will be used for the event. This includes work gloves (\$166 for pack of 60 leather palm work gloves) and neck gaiters (\$42). These items will be used by staff members who are collecting and loading tires in order to protect their hands from injury and prevent workers from inhaling dust.

Equipment

Provide detail on equipment necessary for carrying out the project. This includes non-construction goods and materials having a per-unit acquisition cost \$5,000 or more with a useful life of over 1 year. Include details on the percentage of time that the equipment will be used for solid waste activities. Equipment may only be funded using this grant proportionate to the amount of time the equipment will be used for solid waste activities. CAPCOG will also only fund 90% of the associated cost calculated for solid waste activities. Note that special conditions and requirements apply regarding title and management of equipment as specified in the RFA).

N/A

Construction

Provide detail on costs associated with the enhancement or building of permanent facilities. This includes the costs of planning the project, the costs of material and labor connected to the construction project, the costs of equipment attached to a permanent structure, and any subcontracts, including contracts for services, performed as part of the construction.

N/A

Contractual Expenses

Provide detail on contractual expenses (not otherwise classified as construction) below. If contractor is already procured, indicate which contractor. If not already procured, provide detail on planned procurement process and criteria.

Currently a contractor has not been procured, but quotes are being obtained. Hays County will rent trailers from a tire recycling company. Based on quotes that have been received, we are budgeting \$3,200 per trailer. The county will rent 5 trailers for a total cost of \$16,000. The vendor will drop off the trailers prior to the event and pick them up when the event is complete.

Other Expenses

Provide detail on other direct expenses budgeted not otherwise accounted for in the categories above.

Included in other costs is newspaper advertising, printing costs for educational materials to be handed out, and printing of a table covering with official logo to be used for this event and future outreach events. Two ads will be run in the local paper, both half page. Each will cost \$645 for a total of \$1,290. \$550 is budgeted for the printing of educational materials about illegal dumping and clean-up. Finally, \$250 is budget for a table covering with the taskforce logo that will be used at this event and future outreach events.

Indirect Expenses

If proposing direct expenses for this project, provide requested detail below and attach a copy of the organization's current approved indirect cost plan or agreement.

Indirect cost rate (%): [Click or tap here to enter text.](#)

Indirect cost base (total salaries, salaries + fringe, modified total direct costs): [Click or tap here to enter text.](#)

Indirect rate type (fixed carry-forward, provisional, or predetermined): [Click or tap here to enter text.](#)

Effective dates for current rate [Click or tap here to enter text.](#)

Resolution Requirement

Does your entity's governing body require that a resolution in support of a grant application be adopted before it can be submitted?

☐ Yes ☒ No

If Yes, please include a copy of the attachment in the application.

If, due to timing, a resolution cannot be adopted in time for the application deadline, please indicate the date that a resolution will be considered by the governing body (no later than Thursday, 11/30/2023):
11/7/2023

Certifications and Assurances

By submitting this application, the person listed on page 1 represents to CAPCOG that it is acting on behalf of the applicant and makes the certifications below:

Authority to Submit Application

Applicant certifies that they have the authority to submit this application on behalf of the organization listed on page 1 of this form.

Private Industry Notification (if applicable)

As required in the RFA for project types other than law enforcement, applicant certifies that it has notified private sector providers of the details of the application and the private industry notification and review process.

Solid Waste Fee Payments

Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed the State of Texas.

Debarment from State Contracts

Applicant certifies that it is not barred from participating in state contracts by the State of Texas Comptroller of Public Accounts under the provisions of §2155.077, Government Code.

Certification by Law Enforcement Programs

If the Applicant is a law enforcement entity regulated by Chapter 1701 of the Texas Occupations Code, the Applicant certifies that it is in compliance with all rules developed by the Commission on Law Enforcement (TCOLE) pursuant to Chapter 1701, Texas Occupations Code; or that it is in the process of achieving compliance with such rules. If compliance is pending, a certification from TCOLE must be attached to indicate that the Applicant is in the process of achieving compliance with the rules. If the application includes salaries for local enforcement officers, the applicant certifies that at least one of the officers has attended or will attend within the term of the funding agreement the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.

Compliance with Standard Pertaining to Real Property and Equipment

Applicant provides assurances that, if funded, the Applicant will comply with the State of Texas Grant Management Standards and the contract provisions pertaining to title to and management of real property and equipment. The contract will contain obligations and conditions regarding the use of the equipment acquired under the agreement.

Participation in TCEQ Recycling Surveys and Reporting

Applicant provides assurances that, if funded, the Applicant will respond to annual recycling program surveys and/or other requests from the COG or the TCEQ for information on municipal solid waste management activities.

Compliance with Progress and Results Reporting Requirements

Applicant provides assurances that, if funded, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to the COG on a schedule established by the COG, and additionally, to continue to document the results of the project activities for the life of the project; and to provide the COG with a follow-up results report approximately one year after the end of the grant term.

Compliance with Americans with Disabilities Act

Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 2013.

Compliance with the Single Audit Act

Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit Provisions of the State of Texas Grant Management Standards prepared by the Governor's Office under §§783.001 et. seq, Texas Government Code, and 1 TAC §§5.141 through 5.167, Governor's Office Regulations. Provisions of the Single Audit Circular in Part IV of the State of Texas Grant Management Standards apply to all recipients of funding under this grant.

Compliance with Program and Fiscal Monitoring

Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.



San Marcos, Texas

Resolution

STATE OF TEXAS §
 §
COUNTY OF HAYS §

Whereas, the Capital Area Council of Governments (CAPCOG) is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the COG's adopted regional solid waste management plan; and

Whereas, Hays County in the State of Texas is qualified to apply for grant funds under the Request for Applications.

NOW THEREFORE, BE IT RESOLVED

1. That Ruben Becerra, County Judge is authorized to request grant funding under the Capital Area of Government Request for Applications of the Regional Solid Waste Grants Program and act on behalf of Hays County in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. That if the project is funded, Hays County will comply with the grant requirements of the Capital Area Council of Governments, Texas Commission on Environmental Quality and the State of Texas.
3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. Activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

ADOPTED THIS THE DAY of NOVEMBER 7, 2023

Ruben Becerra
Hays County Judge

ATTEST:

Elaine Cardenas
Hays County Clerk



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

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 Redwood Apartments, Hays County, Texas. **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

Letter from CAHFC
General and No Litigation Certificate



November 1, 2023

Janice L. Jones
Hays County Criminal District Attorney's
Office – Civil Division
Hays County Courthouse
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Re: Capital Area Housing Finance Corporation
Tax-Exempt Indebtedness
(Redwood Apartments)

Dear Ms. Jones:

The Capital Area Housing Finance Corporation (the "*Corporation*") will issue its tax-exempt indebtedness in an aggregate principal amount not to exceed \$10,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The development will be located in the City of San Marcos, a political subdivision of the Corporation (the "*Development*"). The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are two (2) copies of the General and No Litigation Certificate (the "*General Certificate*") for execution by Judge Ruben Becerra as the County Judge of the County of Hays. I have included below for your convenience a description of the legal requirements behind the General Certificate.

Although the Development will be constructed in the City of San Marcos, Texas, 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) requires a General Certificate from each sponsoring political subdivision of the Corporation to be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate.**

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please both signature pages for the General Certificate executed and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, December 1, 2023.

CAPITAL AREA HOUSING FINANCE
CORPORATION

By 

M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

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 tax-exempt indebtedness for the Redwood Apartments project 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 Commissioner Dr. Michelle Gutierrez Cohen 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 _____
Assistant Criminal District Attorney -
Civil Division
Hays County Criminal District
Attorney's Office

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



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Jennifer Doinoff & Jeff McGill

Sponsor:

Commissioner Shell

Agenda Item:

Approve the IT & Elections Department to purchase a refrigerator and microwave for the new IT-Elections Building, total not to exceed \$950.00. **SHELL/DOINOFF/MCGILL**

Summary:

Authorize the IT-Elections to purchase a refrigerator and microwave for the new IT-Elections Building, for a total price not to exceed \$950.00. The refrigerator is on sale for \$699.00 and the microwave is on sale for \$199.00, see attached quote..

Fiscal Impact:

Amount Requested: \$950 NTE

Line Item Number: 001-655-00]

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Possible funding source, County-Wide contingencies.

\$225 - Increase General Supplies 001-680-00.5201 (microwave)

\$725 - Increase Misc. Equipment_Ops 001-655-00.5719_400 (refrigerator)

(\$950) - Decrease Co-Wide Contingencies 001-645-00.5399

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Omnia Partners #R192006

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Appliance Quote - Lowes

Delivery · 2 Items



GE - 2-cu ft 1200-Watt Sensor Cooking Controls Countertop...

Item #297375
Model #JES2051DNBB

- 1 +

[Details](#)

[Save For Later](#)

FREE Pickup

- ☐ Ready **Today**
At San Marcos Lowe's

Delivery to 78666

- ☐ Ship to Jobsite Unavailable
- ☐ Get it **Today**
Same-Day Delivery ⓘ
Order by 2 p.m.
- ☒ Get it by **Fri, Nov 3**
FREE Scheduled Delivery ⓘ

\$199.00

Was \$249.00

✓ You Saved **\$50.00**
Ends Nov 8



What We Offer



Haul Away \$50.00

ⓘ FREE for Pros - savings automatically applied at checkout

[How it Works](#)

• New Lower Price



Whirlpool - 20.5-cu ft Top-Freezer Refrigerator (Black)

Item #623783
Model #WRT311FZDB

- 1 +

[Details](#)

[Save For Later](#)

FREE Pickup

- ☐ Ready by **Thu, Nov 9 (Est.)**
At San Marcos Lowe's

Delivery to 78666

- ☐ Ship to Jobsite Unavailable
- ☒ Get it by **Fri, Nov 3**
FREE Scheduled Delivery ⓘ

\$699.00

Was \$1,099.00

✓ You Saved **\$400.00**
Ends Nov 8



What We Offer



Haul Away \$50.00

ⓘ FREE for Pros - savings automatically applied at checkout

[How it Works](#)

Order Summary

Item Subtotal (2) \$898.00

✓ Delivery **FREE**
5% Lowe's Cardholder **-\$44.90**

Discount

Estimated Tax Calculated in Checkout

[Add Promo Code](#)



✓ You're saving **\$494.90** today on this order!

Estimated Total **\$853.10**

[Start Secure Checkout](#)



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Judge JR Mendoza

Sponsor:

Commissioner Cohen

Agenda Item

Approve and accept the official oath and set the required bond amount for the newly appointed Justice of the Peace, Pct. 2-2. **COHEN/MENDOZA**

Summary

Official bond amount of \$5,000 payable to the Hays County Judge.

Attachments

JP2-2 Official Bond

Clerk's Note: At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon of photocopy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed.

23037003 BOND Total Pages: 5
Filed and Recorded: 10/06/2023 02:46:41 PM

INSURORS
FILED

2023 SEP 29 AL 3
Phone: 877 816 2800 PO Box 32577
Waco, Texas 76703-4200

PUBLIC OFFICIAL BOND

THE STATE OF TEXAS

Bond Number CMB-25584-00

COUNTY OF HAYS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Celedonio Mendoza Jr., as Principal, and INSURORS INDEMNITY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Judge Rube Becerra, Hays County Judge, his/her successors in office in the sum of Five Thousand Dollars and Zero Cents, (\$ 5,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 1st Day of October, 2023

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above bounded Principal was on the 1st day of October, 2023 duly Appointed to the office of Hays Co. Justice of the Peace Pct 2 Place 2 for a term of 2 year(s) beginning the 1st day of October, 2023 and ending the 31st day of December, 2024 in and for Judge Rube Becerra, Hays County Judge in the State of Texas.

NOW, THEREFORE, If the said principal shall faithfully perform and discharge all the duties required of him/her by law aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Celedonio Mendoza Jr.

By: 

INSURORS INDEMNITY COMPANY

By: 

Nicole McGee, Attorney-in-Fact

Countersigned

By: 

OATH OF OFFICE

"I Celedonio Mendoza Jr. do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Hays Co Justice of the Peace of this State, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the getting or withholding a vote at the election at which I was elected. So help me God."

Sworn to and subscribed before me, at _____ this _____ day of _____ A.D. _____

_____, Principal

(Seal)

_____, Notary Public



**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CMB-25584-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Nicole McGee of the City of Waco, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest:

Tammy Tieperman
Tammy Tieperman, Secretary

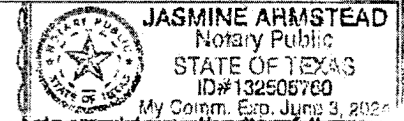
By:

Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

[Signature]
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 1st day of October, 2023



Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P.O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDPT@INSURORSINDEMNITY.COM



Phone: 877 816 2800

PO Box 32577

Waco, Texas 76703-4200

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200

Or
225 South Fifth Street
Waco, TX 76701

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

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O

225 South Fifth Street
Waco, TX 76701

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:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania 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.

23037003 BOND
10/06/2023 02:46:41 PM Total Fees: \$0.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

A handwritten signature in cursive script that reads "Elaine H. Cárdenas".



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize a discretionary exemption per Texas Local Government Code 262.024 (a)(7)(D) captive replacement parts or components for equipment, for the Sheriff's Office, Jail Division to purchase software for employee entry access at the Public Safety Building and Jail Facility. **INGALSBE/CUTLER**

Summary:

In the FY 2024 budget, the jail was approved to purchase software for the door access security system located at the Public Safety Building and Jail. The Symmetry Enterprise Client Software integrates employee door access and management functionality. The Door Card Access Software enterprise service software to be installed is proprietary. It cannot be freely modified, redistributed, or accessed like open-source software. The current systems installed for the PSB and the Jail were installed as stand-alone software and will allow them to be interlinked. This is a one-time software purchase with no associated renewal fees. Funding is available for this purchase in Jail operating budget.

Fiscal Impact:

Amount Requested: \$5,724

Line Item Number: 001-618-03.5201 (\$650 - key fobs)

001-618-03.5718_700 (\$5,074 - software)

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: Discretionary Exemption 262.024 (a)(7)(D) captive replacement parts or components for equipment.

Auditor's Office

G/L Account Validated Y/N?: Yes, General Supplies Expense and Software Capital Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Cornerstone Quote



Quote

Cornerstone Detention Service & Supply
2391 NE Loop 410 Suite 208
San Antonio, TX 78217
Direct (256) 560-4432
bburleson@cornerstoneinc.com

DATE: October 24, 2023
Quote # BB01-10242023
FOR: Symmetry Software
Facility Hays County Jail
erica.hernandez@co.hays.tx.us
1307 Uhland Rd.
San Marcos, TX
512-393-7800

DESCRIPTION	QTY.	COST EA.	AMOUNT
Cornerstone Service is to provide Symmetry Enterprise Client Software	1	\$5,074.00	\$ 5,074.00
Part Number ENT-CLIENT-V9.1			\$ -
Cornerstone will download software on to HR existing CPU in Sandra's Office			\$ -
Price includes labor and programming			\$ -
The above scope of work will allow Hays County assign cards to access			\$ -
both the PSB Building and Jail area as requested.			\$ -
			\$ -
Key Fob Part#NPB1			\$ -
ICLASS KEYFOB 2K/2	100	\$6.50	\$ 650.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
		160.00	\$ -
Subtotal			\$ 5,724.00
Tax Rate			8.25%
Sales Tax			\$ -
Other			-
Total			\$ 5,724.00

Please include purchase order number upon approval.
Include tax exempt certificate otherwise taxes will apply.
Notice of Disclaimer: The information contained in this quote and any attachment thereto is included for the sole use of Claborn Holding Inc., its subsidiaries, its employees and its clients (or the individuals and/or entities listed above). If you are not the intended recipient, you are hereby notified that any use, disclosure, dissemination, distribution or copying of this email and any attachment(s) is strictly prohibited. Please reply to the sender that you received this transmission in error and then delete it.

THANK YOU FOR YOUR BUSINESS!

QUOTE ACCEPTANCE INFORMATION	
<hr/>	
PRINT NAME	
<hr/>	
SIGNATURE	
<hr/>	
TITLE	
<hr/>	
PURCHASE ORDER NUMBER	
<hr/>	
DATE OF ACCEPTANCE	
<hr/>	



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item:

Authorize reimbursement to Terri Van Ackeren for venue rental fees at Dripping Springs Ranch Park related to a Community Forum held on October 2, 2023. **BECERRA**

Summary:

On October 2, a Community Forum was held in Dripping Springs for residents who wanted to voice their opinions of a proposed music venue in their neighborhood. Judge Becerra organized the event with all pertinent departments, however a county resident paid the initial deposit and rental fees and is seeking reimbursement.

Fiscal Impact:

Amount Requested: \$275

Line Item Number: 001-600-00.5353

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, Community Program Expenses

New Revenue Y/N?: N/A

Comments:

Attachments

DSRP Invoice

DRIPPING SPRINGS RANCH PARK

From
Dripping Springs Ranch Park
Mailing: 511 W Mercer
Physical: 1042 Event Center Drive
Dripping Springs, TX 78620

To
Terri Van Ackeren
10017 Crumley Ranch Rd
Austin, Tx 78738

Invoice 261
Issued September 18, 2023
Due Date September 25, 2023

ITEM	QUANTITY	PRICE	TOTAL
Civic Meeting Rental	3	\$50.00	\$150.00
Public or Civic Organization meetings. Special rate \$50/hr. Applies only Monday - Thursday, minimum 2 hours, maximum 4 hours.			
Civic Meeting Custodial	1	\$25.00	\$25.00
Facility custodial for small meetings: trash bags, bath tissues, soaps, floors, etc.			
Hourly Staff Charge	4	\$25.00	\$100.00
per hour per staff member. This is for any set up that is asked of outside of normal Maintenance staff duties i.e. table and chair set up, running electrical cords, breaking down tables. etc.			
Damage Deposit (Refundable)	1	\$500.00	\$500.00
This deposit ensures against damages to the Dripping Springs Ranch Park and Event Center. The deposit is fully refundable as long as no portion of the facility, grounds, or equipment are damaged during an event.			

10/19/2023 Deposit ? Return with Receipt

Subtotal: \$775.00
Tax: \$0.00
Total: **\$775.00**

Payment received September 19, 2023 (send receipt - remove) \$500.00

Paid by: Check, CR: 60914415

Balance Due: \$275.00



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

CUTLER

Sponsor:

Commissioner Smith

Agenda Item

Adopt a resolution supporting a Multiple Use Agreement (MUA) with the Texas Department of Transportation (TxDOT) allowing the installation and operation of automated license plate recognition cameras in the TxDOT right-of-way and authorizing the Civil Division of the Hays County Criminal District Attorney's Office to execute such MUA.

SMITH/CUTLER

Summary

Attachments

ALPR Resolution for TxDOT



**A RESOLUTION OF THE COMMISSIONERS COURT OF HAYS
COUNTY, TEXAS SUPPORTING A MULTIPLE USE AGREEMENT
WITH THE TEXAS DEPARTMENT OF TRANSPORTATION
ALLOWING THE INSTALLATION AND OPERATION OF
AUTOMATED LICENSE PLATE RECOGNITION CAMERAS IN THE
TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY
AND AUTHORIZING THE CIVIL DIVISION OF THE
HAYS COUNTY CRIMINAL DISTRICT ATTORNEY’S OFFICE TO
EXECUTE SUCH MUA**

WHEREAS, the Hays County Commissioners Court (the “County”) previously determined the addition of automatic license plate recognition (“ALPR”) cameras would increase public safety and aid the Hays County Sheriff’s Office in its crime prevention efforts and strategies; and

WHEREAS, the County previously entered into an agreement with Flock Safety for the installation and operation of such ALPR cameras; and

WHEREAS, the County previously approved the installation and operation of such equipment within Hays County owned rights-of-way; and

WHEREAS, the County and Flock are now ready to install and operate equipment within rights-of-way owned by the State of Texas and operated by the Texas Department of Transportation (“TxDOT”); and

WHEREAS, the County desires to engage with TxDOT and permit Flock Safety to install ALPR cameras in TxDOT rights-of-way in concert with the Hays County Sheriff’s Office; and

WHEREAS, TxDOT will soon execute and deliver a Multiple Use Agreement to the County in order to effectuate such TxDOT right-of-way installation permission; and

WHEREAS, the County finds it to be in the public interest to authorize the Civil Division of the Hays County Criminal District Attorney’s Office to execute said Multiple Use Agreement with TxDOT.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS COURT OF HAYS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, THAT:

The County hereby authorizes the Civil Division of the Hays County Criminal District Attorney’s Office to execute a Multiple Use Agreement with TxDOT for the installation and operation of ALPR cameras in TxDOT right-of-way.

PASSED AND APPROVED this the 7th day of November 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
Hays County Clerk



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Professional Service Agreement with Lockwood, Andrews and Newnam, Inc. to provide engineering services for improvements at the intersection of Old Stagecoach and Post Road in Precinct 3. **SHELL/BORCHARDING**

Summary:

The Old Stagecoach at Post Road Intersection project will be moving forward with project development services. Lockwood, Andrews and Newnam, Inc. (LAN) was selected for the Old Stagecoach at Post Road Intersection Study project through RFQ 2021-Q01 on September 5, 2023. The Professional Services Agreement includes a compensation cap of \$141,346.00 to complete these services.

Fiscal Impact:

Amount Requested:\$141,346.00

Line Item Number: 020-710-00.5448_008

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Qualifications 2021-Q01 Professional Engineering Services Pool

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

OldStagecoachPostRd-LAN-Contract

CodeOfEthics-LAN

ConflictOfInterest-LAN

HB89Verification-LAN

RelatedPartyDisclosureForm-LAN

Form1295-LAN

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Hays County Design Criteria & Project Development Manual, latest edition
- I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Hays County Protocol for Sustainable Roadsides, latest edition
- K. TxDOT Bridge Design Manual - LRFD, latest edition
- L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. 1”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is One hundred forty one thousand three hundred forty six **Dollars (\$ 141,346)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A.** There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B.** The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C.** There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D.** The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Lockwood, Andrews & Newnam, Inc.
Attn: Travis Michel, P.E.
8911 N. Capital of Texas Highway
Building 2, Suite 2300
Austin, Texas 78759

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be affected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14

CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20

TERMINATION

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24

ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Hays County Auditor
c/o: Vickie G. Dorsett
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

With copy to: HNTB Corporation
Attn: Carlos A. Lopez, P.E.
701 Brazos, Suite 450
Austin, Texas 78701

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
 111 E. San Antonio Street, Suite 300
 San Marcos, Texas 78666

With copy to: HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Office of General Counsel
Hays County
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Engineer: Lockwood, Andrews & Newnam, Inc.
8911 N. Capital of Texas Hwy.
Building 2, Suite 2300
Austin, Texas 78759
Attn: Travis Michel, P.E.

ARTICLE 32

GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33 **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject

matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____, 20____

Carlos A. Lopez, P.E.

11/01/2023

ENGINEER

LOCKWOOD, ANDREWS & NEWNAM, INC.

By Travis Michel
Travis Michel, P.E.

Title: Senior Associate _____

Date: 10/25, 20 23

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---------------------------|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Certificates of Insurance |

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS

§

COUNTY OF HAYS

§

§

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* 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* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Lockwood, Andrews & Newnam, Inc.

Name of Firm

Travis Michel

Signature of Certifying Official

Travis Michel

Printed Name of Certifying Official

Senior Associate

Title of Certifying Official

October 9th, 2023

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by TRAVIS MICHEL
the 9th of October, 2023, on behalf of
said firm.



Dalen Harris Keith
Notary Public in and for the
State of Texas

My commission expires: 9/19/2025

EXHIBIT B

ENGINEERING SERVICES

Intersection study – Old Stagecoach Road and Post Road Intersection:

- Develop two (2) alternatives for the intersection to improve safety
 - Roundabout alternative
 - T-intersection alternative
- Obtain new traffic counts and projections
- Analyze crash data
- Traffic modeling for two (2) alternatives
- Preliminary drainage assessment
- Identify right-of-way impacts
- Determine utility relocation requirements
- Prepare and submit a Draft Preliminary Engineering Report (PER) documenting findings
- Provide comment responses to Draft PER submittal comments
- Prepare and submit a Final PER
- Excludes Final Design, Bidding & Construction Phase Services

EXHIBIT D

Fee/Rate Schedule

**FEE SCHEDULE SHALL BE INSERTED AT THE
TIME OF AGREEMENT/CONTRACT EXECUTION**

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE



CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY)

10/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000
kcasu@lockton.com

CONTACT NAME:
PHONE (A/C No. Ext):
E-MAIL ADDRESS:

FAX (A/C No):

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A:** Zurich American Insurance Company

16535

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:**

INSURED 1349712 LOCKWOOD, ANDREWS & NEWNAM, INC.
2925 BRIARPARK DRIVE
HOUSTON, TX 77042

COVERAGES**CERTIFICATE NUMBER:** 19955930**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 7463242	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 7463243	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTIONS			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 7463244	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PROJECT: OLD STAGECOACH ROAD/POST ROAD INTERSECTION STUDY. HAYS COUNTY AUDITOR, ITS DIRECTORS, OFFICERS, AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSUREDS APPLIES AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

19955930
HAYS COUNTY AUDITOR
C/O VICKIE G. DORSETT
712 S. STAGECOACH TRAIL, SUITE 1071
SAN MARCOS, TX 78666

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

**Name Of Additional Insured Person(s)
Or Organization(s):**

Any person or organization, other than an architect, engineer or surveyor, whom you are require to add as an additional insured under this policy under a written contract or written agreement executed prior to a loss

Any location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 7463242

Effective Date: 01/01/2023

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS. LOCATION	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 7463242	01/01/2023	01/01/2024		37385000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

POLICY NUMBER: BAP 7463243

COMMERCIAL AUTO

CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: LOCKWOOD, ANDREWS & NEWNAM, INC.

Endorsement Effective Date: 01/01/2023

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization you are required to add as an additional insured, including on a primary & non-contributory basis, under a written contract, written agreement or permit.

Information required to complete this schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section I — Covered

Autos Liability Coverage in the Business Auto and Moto Carrier Coverage Forms and Paragraph D.2. of Section I — Covered Autos Coverages of the Auto Dealers Coverage Form

CA 20 48 10 13

Page 1 of 1

COMMERCIAL AUTO

CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: LOCKWOOD, ANDREWS & NEWNAM, INC.

Endorsement Effective Date: 01/01/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

All persons and/or organizations that are required by written contract or agreement with the insured, executed prior to the accident or loss, that waiver of subrogation be provided under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 7463242	01/01/2023	01/01/2024		37385000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and**
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.**

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 7463242-01	01/01/2023	01/01/2024		37385000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
	30

POLICY NUMBER: CUP-0T356982

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED PERSON OR ORGANIZATION - NOTICE
OF CANCELLATION OR NONRENEWAL PROVIDED
BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THE POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

PROVISIONS

- A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.



CERTIFICATE OF LIABILITY INSURANCE

7/1/2024

DATE (MM/DD/YYYY)

10/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000
kcasu@lockton.com

CONTACT NAME:
PHONE (A/C, No, Ext):
E-MAIL ADDRESS:

FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A:** Lloyds of London**INSURER B:****INSURER C:****INSURER D:****INSURER E:****INSURER F:**

INSURED 1055303 LOCKWOOD, ANDREWS & NEWNAM, INC.
2925 BRIARPARK DRIVE
HOUSTON, TX 77042

COVERAGES**CERTIFICATE NUMBER:** 19955990**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	LDUSA2304566	7/1/2023	7/1/2024	\$2,000,000 EACH CLAIM AND IN THE ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT: OLD STAGECOACH ROAD/POST ROAD INTERSECTION STUDY.

CERTIFICATE HOLDER**CANCELLATION**

19955990
HAYS COUNTY AUDITOR
C/O VICKIE G. DORSETT
712 S. STAGECOACH TRAIL, SUITE 1071
SAN MARCOS, TX 78666

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Amello

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CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: Travis Michel

PRINT NAME & TITLE: Travis Michel, PE, LGPP | Infrastructure Manager

COMPANY NAME: Lockwood, Andrews & Newnam, Inc.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center; margin-top: 10px;"> <u>Lockwood, Andrews & Newnam, Inc.</u> </div>	2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; margin-top: 10px;"> <u>None</u> <small>Name of Officer</small> </div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. 		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="text-align: center;"> Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;"> <u>1/28/2021</u> Date </div> </div>		

Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

Travis Michel

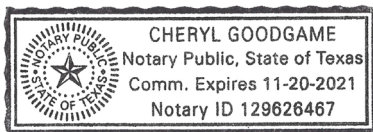
Signature of Company Representative

1/28/2021

Date

On this 28th day of January, 20 21, personally appeared Travis Michel, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Cheryl Goodgame
Notary Public in and for the State of Texas

1/28/2021

Date

Related Party Disclosure Form



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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

N/A

Employee Name	Title

Section B: Former Hays County Employee

N/A

Employee Name	Title	Date of Separation from County

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

N/A

Hays Employee/Former Hays Employee Name	Title

N/A

Name of Person Related	Title	Relationship

Section D: No Known Relationships

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

LAN has no known relationships with current or former Hays County employees.

Attach additional pages if necessary.

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

Lockwood, Andrews & Newnam, Inc.

Name of Vendor

Travis Michel

Signature of Certifying Official

Infrastructure Manager

Title of Certifying Official

Travis Michel, PE

Printed Name of Certifying Official

1/28/2021

Date

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Lockwood, Andrews & Newnam, Inc.
Houston, TX United States

Certificate Number:
2023-1081002

Date Filed:
10/09/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

79296
Old Stagecoach Rd/Post Rd Intersection Study

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Daly, III, Leo A.	Washington, DC United States	X	
	Benes, Edward G.	Houston, TX United States	X	
	Swafford, C. Wayne	Houston, TX United States	X	
	Brader, James B.	Omaha, NE United States	X	
	Gilbreath, Stephen A.	Houston, TX United States	X	
	Curry, W. Derrell	Houston, TX United States	X	
	Vajdani, Sima	Los Angeles, CA United States	X	

5 Check only if there is NO Interested Party.

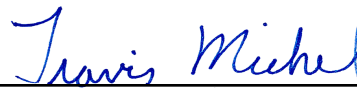
☐**6 UNSWORN DECLARATION**

My name is Travis Michel, and my date of birth is 8/23/1976.

My address is 8911 N. Capital of Tx Hwy B2 #2300, Austin, TX, 78759, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 25 day of October, 20 23.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the execution of Change Order #1 to the Professional Services Agreement between Hays County and WSB Inc., dated February 1, 2022, to add an additional \$38,503.75 to account for design changes related to local input regarding dark sky lighting and the addition of construction phase services, and extend the contract by an additional year. **SHELL/BORCHERDING**

Summary:

This change order would raise the compensation under the contract from \$56,084 to \$94,587.75, an increase of \$38,503.75. This change order is due to design changes made to accommodate input from the Wimberley Dark Sky Committee, and to add construction phase services for this locally let project. TXDOT is funding 100% of the construction cost.

Fiscal Impact:

Amount Requested: \$38,503.75

Line Item Number: 020-710-00.5448_008

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Qualifications 2018-P08 Professional Engineering Services Pool, (69% increase)

Auditor's Office:

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

New Revenue Y/N?: N/A

Comments:

Attachments

CO #1



Hays County Transportation Department Change Order Request Form

Date: October 20, 2023

Contract Performance Date: February 1, 2022

Project Name: Winters Mill Parkway Illumination

Contract number: _____

Contractor/Consultant: WSB & Associates

Change Order Number: 1

Change in Scope Necessitating Change-Order:

Revised TxDOT requirements for design approval, revised scope of work to allow for minimalized Safety illumination instead of continuous illumination, and addition of Construction Phase serv.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount: \$ 56,084

Net Amount of Previously Authorized Change Order: \$ 0

Net Amount for this requested change order: \$ 38,503.75

Total Contract Amount with all change orders: \$ 94,587.75

Original Contract Performance Length: 365 Days

Net previous schedule change orders: 0 Days

Net Schedule adjustment requested this change order: 365 Days

Total performance days with change orders: 730 Days

Contractor: WSB & Associates Sign:  Date: 10/20/2023

Hays County: _____ Sign: _____ Date: _____

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)

EXHIBIT A-1

SERVICES TO BE PROVIDED BY THE ENGINEER FOR

WINTERS MILL PARKWAY

PROJECT DESCRIPTION

Project Limits

The project limits are on Winters Mill Parkway from RM 12 to RM 3237 in Wimberly, TX.

Summary of Services

Services will include development of PS&E documents for the construction of dark sky compliant continuous roadway illumination and raised profile pavement markers on approximately 2.1-mile segment of Winters Mill Parkway between RM 12 and RM 3237. Winters Mill Parkway is currently a two-lane undivided roadway within the project limits without any roadway lighting.

Design Criteria

The proposed design criteria for the project will be developed from Hays County, TxDOT, and NEC design criteria.

1. PROJECT MANAGEMENT

a. Communication:

- Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

b. Monthly Progress Report, Invoices, and Billings (4 months assumed initially, 15 months will be duration for an increase of 11 months):

- Submit monthly progress status reports to the Hays County. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report.
- Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

Deliverables:

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Files

2. REVISED ILLUMINATION DESIGN

a. PS&E Design:

- Revise design details as needed to achieve consensus of illumination placement with stakeholders.

b. **Deliverables:**

- Provide electronic files of the design and PS&E Package.

3. **BIDDING PHASE SERVICES**

a. Develop PS&E documents as needed for Hays County letting in compliance with TxDOT requirements:

- Develop and submit for 4 reviews: TxDOT Cost Estimate form, Certifications, Form 2699, LG checklist, Form 2299, Construction Duration Schedule, Form 1002, General Notes, Project Manual (IFB Package)

b. **Deliverables:**

- Provide TxDOT 4 submissions of the PS&E Package at 60%, 90%, and 100% submittal schedules including all forms and documents noted.
- Provide electronic files of the Final design and PS&E Package.

4. **CONSTRUCTION PHASE SERVICES**

a. **Project Kick-off Meeting**

- Prepare for pre-construction meeting, attend meeting, take meeting minutes

b. **Contractor Coordination**

- Meet with the Contractor weekly for duration of the project (2 months duration assumed)

c. **Project Inspection:**

- Provide inspection technicians as needed to confirm contract compliance
- Compile daily work reports including: date/time of activities, weather conditions, identify labor force quantities and duration, identify equipment quantities and duration, any relevant discussions with Contractor
- Review monthly Payment Estimates and confirm accuracy of submission
- Maintain record of compliance with Traffic Control activities
- Coordinate with Hays County and TxDOT staff
- Attend weekly project status meeting with Contractor

d. **Construction Management:**

- PM to conduct site visits at project initiation, interim site visits as needed (2 assumed) and final walk through
- Review shop drawings and material test result submissions as needed
- Coordinate material testing (2 concrete tests assumed)
- Confirm and document Contractor compliance with EPIC commitments
- Review and monitor Contractor schedule
- Develop final “As-Built” plans and documentation

e. **Close-out Phase Services**

- Develop Final Punch List
- Perform Final Walk Through site visit
- Assemble and transmit all documentation to Hays County

f. **Deliverables:**

- Inspection Reports
- Reviewed Pay Estimates
- Traffic Control Plan review forms
- Reviewed Shop Drawings and Material tests
- Final “As-Built” plans

5. **EXCLUSIONS:**

No additional exclusions

Exhibit B

WINTERS MILL PARKWAY PS&E	Principal	Sr. Project Manager	Sr. Project Engineer	Project Engineer II	Graduate Engineer II	Construction Inspector I	Construction Inspector IV	Total Labor Hours	Task Cost
	\$230.00	\$210.00	\$190.00	\$155.00	\$115.00	\$100.00	\$145.00		
1. Project Management									
a. Communication								0	
b. Develop monthly progress reports, Invoices, and billing	2	16						18	
TASK HOURS SUB-TOTALS	2	16	0	0	0	0	0	18	
TASK TOTALS	\$460.00	\$3,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,820.00
2. Revised Roadway Illumination Design									
a. PS&E Design		1	2	2	4				
TASK HOURS SUB-TOTALS	0	1	2	2	4	0	0	9	
TASK TOTALS	\$0.00	\$210.00	\$380.00	\$310.00	\$460.00	\$0.00	\$0.00		\$1,360.00
3. Bidding Phase Services									
a. Develop TxDOT compliant Bid Docs		40	12	12					
TASK HOURS SUB-TOTALS	0	40	12	12	0	0	0	64	
TASK TOTALS	\$0.00	\$8,400.00	\$2,280.00	\$1,860.00	\$0.00	\$0.00	\$0.00		\$12,540.00
4. Construction Phase Services									
a. Project Kick Off meeting		2				2	2		
b. Contractor Coordination		16				16	4		
c. Project Inspection		2				48	12		
d. Construction Management		10	2	2		18	4		
TASK HOURS SUB-TOTALS	0	30	2	2	0	84	22	140	
TASK TOTALS	\$0.00	\$6,300.00	\$380.00	\$310.00	\$0.00	\$8,400.00	\$3,190.00		\$18,580.00
TOTAL WSB LABOR HOURS	2	87	16	16	4	84	22	231	
TOTAL WSB LABOR COSTS	\$460.00	\$18,270.00	\$3,040.00	\$2,480.00	\$460.00	\$8,400.00	\$3,190.00		\$36,300.00

OTHER DIRECT EXPENSES	QUANTITY	UNIT	Rate	TOTAL
WSB Direct Expenses:				
Construction Inspection Vehicle Expense (per day of inspection)	8	days	\$ 75.00	\$600.00
Mileage (PM and Engineers site visits)	250	mi	\$ 0.655	\$163.75
Subcontract material testing	2	tests	\$ 720.000	\$1,440.00
SUBTOTAL DIRECT EXPENSES				\$2,203.75

SUMMARY		
Subtotal Labor	\$36,300.00	
Subtotal Direct Expenses	\$2,203.75	
TOTAL FEE	\$38,503.75	



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to approve a resolution requesting the Texas Department of Transportation (TxDOT) add a segment of Yarrington Road to the State Highway System for ownership and maintenance of the right-of-way as part of the FM 110 North project. **INGALSBE/BORCHERDING**

Summary

Hays County and the Texas Department of Transportation (TxDOT) entered into an Advance Funding Agreement (AFA), executed on July 9, 2014 and amended on April 11, 2019, for FM 110 roadway improvements between SH 123 and I-35 at Yarrington Road. The AFA outlined funding, roles and responsibilities for the development and construction of several FM 110 roadway improvements. As outlined in the AFA, the County would be responsible for project development and TxDOT would let and manage the construction projects, including the FM 110 North improvements from SH 80 to I-35 at Yarrington Road. The FM 110 North project is currently under construction and is nearing completion. As a part of the FM 110 North design and construction, a portion of existing Yarrington Road between the I-35 northbound frontage road and CR 159 has been utilized as part of the FM 110 North alignment. TxDOT has requested that the County request that this portion of Yarrington Road be added to the State Highway System.

Attachments

Request to Add Yarrington Road Segment to State Hwy System Resolution



A Resolution of the Hays County Commissioners Court Requesting that the Texas Department of Transportation add existing Yarrington Road from the intersection with I-35 to 0.38 miles east of the intersection with I-35 to the State Highway System for State future ownership of the right-of-way and maintenance.

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, Hays County and the Texas Department of Transportation (TxDOT) entered into an Advance Funding Agreement executed on July 9, 2014 and amended on April 11, 2019 for FM 110 roadway improvements between SH 123 and I-35 at Yarrington Road, which outlined funding, roles and responsibilities for the development and construction of the several FM 110 roadway improvements; and

WHEREAS, as part of the FM 110 improvements. Hays County provided the project development for the several FM 110 improvements and TxDOT has let and managed the several FM 110 construction projects, including the FM 110 North improvements from SH 80 to I-35 at Yarrington Road; and

WHEREAS, as part of the FM 110 North design and construction, a portion of existing Yarrington Road was utilized as part of the FM 110 North alignment; and

WHEREAS, as this portion of Yarrington Road is a County Road and will now be used as part of the on State Highway System FM 110 North project;

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

- (a) That the Commissioners Court of Hays County does hereby request that TxDOT add Yarrington Road from the intersection with I-35 to 0.38 miles east of the intersection with I-35 (as shown on the accompanying exhibit) to the State Highway System for State future ownership of the right-of-way and maintenance.

RESOLVED, ORDERED, AND DECLARED this ____day of _____, 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
Hays County Clerk



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to approve an Advance Funding Agreement Amendment #1 for the District Safety Program On-System for the RM 3237 Intersection Improvements and authorize the County Judge to execute the Advance Funding Agreement Amendment #1 on behalf of Hays County. **SHELL/BORCHERDING**

Summary:

On September 15, 2020, the Texas Department of Transportation (TxDOT) and Hays County entered into an Advance Funding Agreement (AFA) for the RM 3237 intersection improvements project at various intersection locations between RM 12 and RM 150, including a new intersection roundabout at RM 150, which identified the roles and responsibilities of TxDOT and the County with regard to funding, development and construction of the proposed improvements. At the time, construction funding for the RM 3237 intersection improvements was identified as a Hays County responsibility; however, since that time TxDOT identified \$5,859,126.00 in construction funding for several of the intersection improvements, including those at Smith Creek Road, Rogers Road, and Flite Acres Road. The AFA now needs to be amended to reflect the change in construction funding responsibility for the identified intersection improvements from Hays County to TxDOT.

Fiscal Impact:

Amount Requested: (\$5,859,126.00)

Line Item Number: Road Bonds (035)

Budget Office:

Source of Funds: TxDot Funding

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?: TxDot Funding

New Revenue Y/N?:

Comments:

Attachments

RM 3237 Intersection Improvements AFA Amendment #1

RM 3237 Intersection Improvements AFA Amendment #1 Resolution

TxDOT:				Federal Highway Administration:	
CCSJ #	0805-04-033	AFA ID	Z00001540	CFDA No.	20.205
AFA CSJs	0805-04-033, 0805-04-034			CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50106		
Project Name	RM 3237 from RM 150 to RM 12			AFA Not Used For Research & Development	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT

For

District Safety Program On-System

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the **Texas Department of Transportation**, called the "State", and the **County of Hays**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **09/15/2020** to effectuate their agreement to **design and construct left and right turn lanes on RM 3237 from RM 150 to RM 12 at various intersections, roundabout on RM 3237 at RM 150 in Hays County, Texas;** and,

WHEREAS, the State has accepted the completion of intersection roundabout project under CSJ#0805-04-034 which was funded by Local Government and managed by Local Government.

WHEREAS, it has become necessary to amend that contract in order to **remove the Local Government participation for construction of the project under 0805-04-033, due to approved State/Federal funding;** and,

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

AGREEMENT

1. The parties agree that the Agreement is amended as follows:

- A. The State waived all Direct State Costs as reflected on the Attachment C-1
- B. The parties have agreed to remove Local Government participation for construction of CSJ#0805-04-033

2. **Article 1**, Responsible Parties, is deleted in its entirety and replaced with:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

TxDOT:				Federal Highway Administration:	
CCSJ #	0805-04-033	AFA ID	Z00001540	CFDA No.	20.205
AFA CSJs	0805-04-033, 0805-04-034			CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50106		
Project Name	RM 3237 from RM 150 to RM 12			AFA Not Used For Research & Development	

1.	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	N/A	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

3. **Article 3, Scope of Work**, is deleted in its entirety and replaced with:
The scope of work of CSJ#0805-04-033 for the Project consists of **design left and right turn lanes on RM 3237 from RM 150 to RM 12 at various intersections, including shoulder enhancements, in Hays County, Texas.**
4. Attachment C Project Budget is deleted in its entirety and replaced with Attachment C-1 which is attached to and made a part of this Amendment. The total estimated cost of the Project **decreased** by \$ **5,859,126**, from \$ **8,972,215** to \$ **3,113,089**, due to the **Local Government shall not contribute funding for CSJ#0805-04-033, and the Project will be a Statewide Letting** ,

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

Signatory Warranty

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

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Ruben Becerra

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

County Judge

Typed or Printed Title

Typed or Printed Title

Date

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0805-04-033	AFA ID	Z00001540	CFDA No.	20.205
AFA CSJs	0805-04-033, 0805-04-034			CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50106		
Project Name	RM 3237 from RM 150 to RM 12			AFA Not Used For Research & Development	

ATTACHMENT C-1 PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding, the Local Government will be responsible for the costs overruns.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government)	\$866,000	0%	\$0	100%	\$866,000
Environmental (by Local Government)	\$103,400	0%	\$0	100%	\$103,400
Utilities (by Local Government)	\$400,000	0%	\$0	100%	\$400,000
Construction 0805-04-033 (by Local Government)	\$0	0%	\$0	0%	\$0
Construction 0805-04-034 (by Local Government)	\$1,500,000	0%	\$0	100%	\$1,500,000
Subtotal	\$2,869,400		\$0		\$2,869,400
Environmental Direct State Costs	\$37,998	0%	\$37,998	100%	\$0
Right of Way Direct State Costs	\$9,499	0%	\$9,499	100%	\$0
Engineering Direct State Costs	\$56,996	0%	\$56,996	100%	\$0
Utility Direct State Costs	\$9,499	0%	\$9,499	100%	\$0
Construction Direct State Costs	\$0	0%	\$0	100%	\$0
Indirect State Costs (4.52%)	\$129,697	100%	\$129,697	0%	\$0
TOTAL	\$3,113,089		\$243,689		\$2,869,400

Initial payment by the Local Government to the State: \$0.

Payment by the Local Government to the State before construction: \$0

Estimated total payment by the Local Government to the State \$0

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



A Resolution of the Hays County Commissioners Court
Approving an Advance Funding Agreement for District Safety Program On-System
Amendment #1 for the RM 3237 Intersection Improvements and Authorizing the
County Judge to Execute the Amendment on behalf of Hays County

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, on September 15, 2020, the Texas Department of Transportation (TxDOT) and Hays County entered into an Advance Funding Agreement (AFA) for the RM 3237 intersection improvements project at various intersection locations between RM 12 and RM 150 including a new intersection roundabout at RM 150; and:

WHEREAS, the AFA identified the roles and responsibilities of TxDOT and the County with regard to funding, development and construction of the proposed improvements; and

WHEREAS, at the time of the AFA, construction funding for the RM 3237 intersection improvements was identified as a Hays County responsibility; and

WHEREAS, since that time, TxDOT has identified \$5,859,126.00 in construction funding for several of the intersection improvements, including those at Smith Creek Road, Rogers Road, and Flite Acres Road; and

WHEREAS, the AFA now needs to be amended to reflect the change in construction funding responsibility for the identified intersection improvements from Hays County to TxDOT;

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

- (a) That the Commissioners Court of Hays County does hereby approve the Advance Funding Agreement for District Safety Program On-System Amendment #1 for the RM 3237 Intersection Improvements and authorizes the County Judge to execute the Agreement on behalf of Hays County.

RESOLVED, ORDERED, AND DECLARED this ____ day of _____, 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
Hays County Clerk



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to approve the selection of Cobb, Fendley & Associates, Inc. to provide utility coordination services for RM 2325 Sidewalks project in Precinct 3; and authorize staff and counsel to negotiate a contract.

SHELL/BORCHERDING

Summary

The 2325 Sidewalks project [25-158-020] is currently in design by Burgess & Niple, Inc. and requires utility coordination services.

Cobb, Fendley & Associates, Inc. (CFA) has been pre-qualified by Hays County for the requested services through RFQ 2018-P16 on December 11, 2018, Item 13. The process to initially select an engineer consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to consider the release of the subdivision bond #ES00012802 in the amount of \$2,174,384.25 for Headwaters at Barton Creek, Phase 3. **SMITH/BORCHERDING**

Summary

After the construction of the roads and surface drainage improvements for this phase was accepted recently, it was later revealed that a subdivision bond was still being held for the project. This action will release the subdivision bond for the developer, which was not included at the time.

Attachments

Headwaters Ph. 3 Subd. Bond

Bond No. ES00012802

Premium: \$16,308.00/Annual

SUBDIVISION/SITE IMPROVEMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, WFC Headwaters Owner VII, L.P. as Principal and, Everest Reinsurance Company, as Surety, are held and firmly bound unto the Hays County Judge as Oblige, in the sum of Two Million, One Hundred and Seventy-Four Thousand, Three Hundred and Eighty-Four and 25/100 (\$2,174,384.25) Dollars for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our executors, administrators, successors, and assigns, firmly by these presents.

WHEREAS, the Principal has agreed to perform the various improvements as detailed by either the plan(s)/specification(s)/agreement, prepared by Malone Wheeler Inc, pertaining to drainage, street & erosion control improvements to the subdivision known as Headwaters at Barton Creek Subdivision-Phase 3.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal shall perform and complete said improvements to said development in accordance with either the plan(s)/specification(s)/agreement, then this obligation shall be void, otherwise to be and remain in full force and effect.

THIS BOND WILL TERMINATE upon written acceptance of the improvements by the Oblige to the Principal and/or Surety.

Sealed with our seals and dated this 10th day of January, 2023.

Principal: WFC Headwaters Owner VII, L.P.

By: See Attached Signature Page

By: _____

Surety: Everest Reinsurance Company

By: Cathy S. Kennedy
Cathy S. Kennedy, Attorney-in-Fact



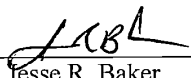
Attached Signature Page to - Bond No. ES00012802

WFC Headwaters Owner VII, L.P.,
a Delaware limited partnership

By: WFC Headwaters GP VII, L.L.C.,
a Delaware limited liability company,
its General Partner

By: WFC Headwaters Holdings JV VII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: FCA Austin, LLC,
a Delaware limited liability company,
its Administrative Member

By: 
Name: Jesse R. Baker
Title: Authorized Signatory

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On January 10, 2023 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

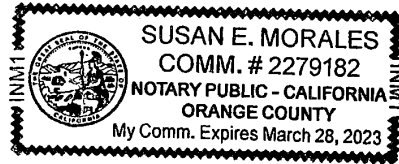
personally appeared Cheryl L. Thomas,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by
his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of
which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #ES00012802

(Title or description of attached document)

Everest Reinsurance Company

(Title or description of attached document continued)

Number of Pages 2 Document Date 1/10/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Everest Reinsurance Company
461 5th Avenue – 4th Floor
New York, N.Y. 10017



EVEREST.

SURETY BOND SEAL ADDENDUM EVEREST REINSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Everest Reinsurance Company ("Everest") has authorized its Attorney-in-Fact to affix Everest's corporate seal to any bond executed on behalf of Everest by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this addendum is attached to a bond that is executed on behalf of Everest by its Attorney-in-Fact, Everest hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 7th day of April 2020.

EVEREST REINSURANCE COMPANY

By: _____
Anthony Romano – Vice President & Global Head of Surety





**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Everest Reinsurance Company

Nicole Chase
Attest: Nicole Chase, Assistant Secretary

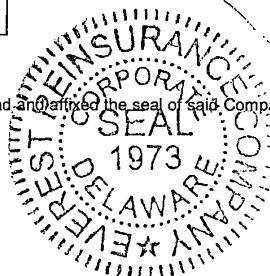
Anthony Romano
By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins
Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 10th day of January 2023.



**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.

23002694 BOND

01/26/2023 08:39:18 AM Total Fees: \$0.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas





Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to accept fiscal surety for street and drainage improvements in the amount of \$272,576.87 for the Caliterra Subdivision, Phase 5, Section 13 (Site Improvement Performance Bond No. 800166069). **SMITH/BORCHERDING**

Summary

The final plat for Caliterra, Phase 5, Section 13 has been reviewed under the interlocal cooperation agreement with the City of Dripping Springs and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

Attachments

Plat

Location Map

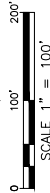
Bond

CALITERRA PHASE 5, SECTION 13 FINAL PLAT

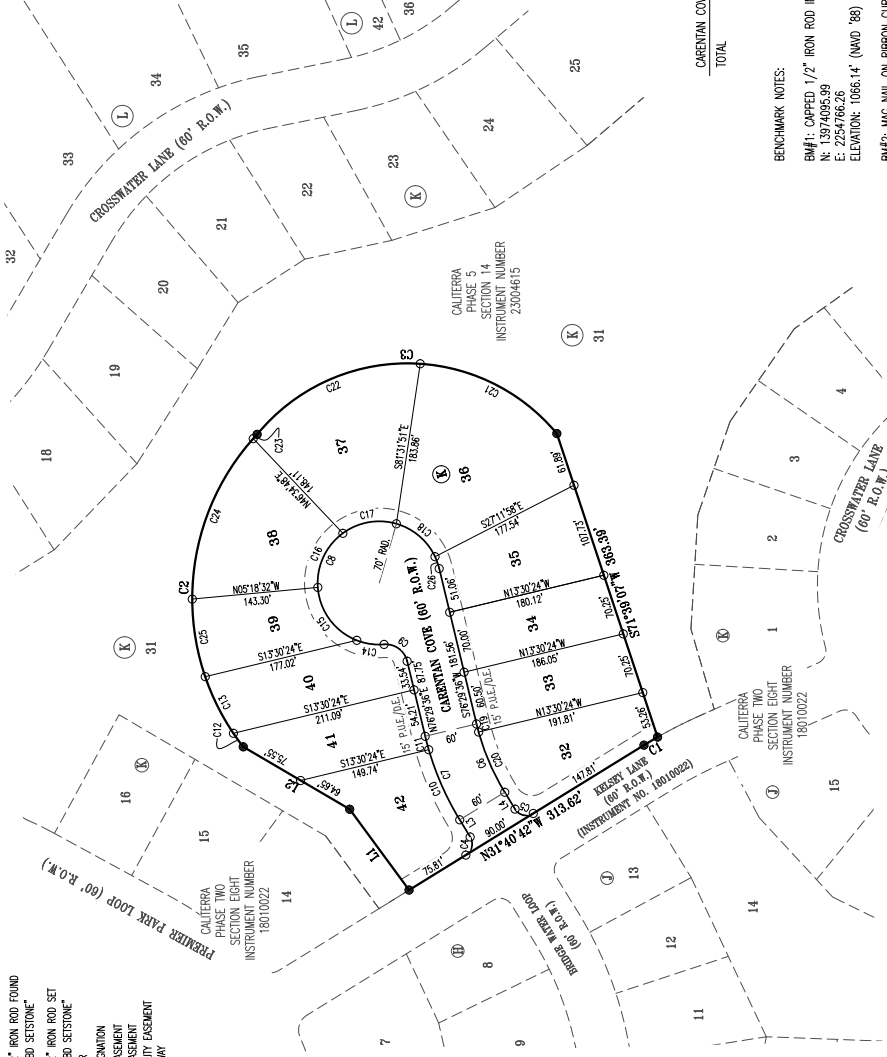


LEGEND

- CAPED 1/2" IRON ROD FOUND
- STAMPED "200 SECTION"
- CAPED 1/2" IRON ROD SET
- STAMPED "200 SECTION"
- 17 LOT NUMBER
- ① BLOCK DESIGNATION
- DRAINAGE EASEMENT
- SEWER EASEMENT
- E.O.W. RIGHT-OF-WAY
- R.O.W. RIGHT-OF-WAY



VICINITY MAP
(N.T.S.)



LINEAR FOOTAGE OF RIGHT-OF-WAY

CARENTAN COVE	(LOCAL STREET)	60' R.O.W.	353'
TOTAL			353'

BENCHMARK NOTES:

- BM#1: CAPED 1/2" IRON ROD IN LOT 42, BLOCK L, CALITERRA PHASE 5 SECTION 14
N: 13974095.39
E: 2254766.26
ELEVATION: 1066.14' (NAD '88)
- BM#2: MAG NAIL ON REBORN CURB ON THE SOUTH SIDE OF CALITERRA PARKWAY APPROXIMATELY 578 FEET EAST OF PREMIER PARK LOOP
N: 13974095.35
E: 2254766.31
ELEVATION: 1128.76' (NAD '88)
- BASIS OF BEARINGS - TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83
ELEVATION DATUM - NORTH AMERICAN VERTICAL DATUM OF 1988 (NAD '88) (GEOID 128)

Line Table	
Line #	Direction
L1	N63°42'16"E
L2	N30°23'22"E
L3	N68°45'31"E
L4	S68°45'31"W

Curve Table				
Curve #	Length	Radius	Chord Direction	Delta
C14	31.65	70.00	N63°42'16"E	16.10
C15	78.65	70.00	N63°40'19"E	44.06
C16	70.66	70.00	S65°13'27"E	38.67
C17	64.00	70.00	S10°06'46"E	61.80
C18	59.45	70.00	S40°24'53"W	57.68
C19	6.51	270.00	S75°29'05"W	9.51
C20	74.85	270.00	S66°32'02"W	74.61
C21	179.25	220.71	N67°04'04"E	174.36
C22	206.79	220.71	N63°25'41"W	201.96
C23	6.51	273.50	N47°57'50"W	6.51
C24	169.40	273.50	N68°11'58"W	165.02
C25	89.79	273.50	S80°30'31"W	89.39
C26	14.36	70.00	N07°35'50"E	14.34

Curve Table				
Curve #	Length	Radius	Chord Direction	Delta
C1	17.92	530.00	N39°42'22"W	17.92
C2	386.81	273.50	S87°27'55"E	355.37
C3	386.04	220.71	S07°09'45"E	346.59
C4	23.49	15.00	S76°32'40"E	21.16
C5	23.63	15.00	S12°27'25"W	21.26
C6	84.36	270.00	S87°32'33"W	84.02
C7	103.10	330.00	N67°32'33"E	102.69
C8	318.77	70.00	S53°57'51"E	106.52
C9	35.31	25.00	N36°02'08"E	32.44
C10	87.31	330.00	N66°10'18"E	87.06
C11	15.79	330.00	N70°07'20"E	15.79
C12	19.07	273.50	S54°00'56"W	19.07
C13	72.03	273.50	S63°33'30"W	71.82

A SUBDIVISION OF 4.899 ACRES BEING CALITERRA PHASE 5, SECTION 13, OUT OF THE PHILIP A. SMITH LEAGUE, SURVEY NUMBER 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS

SHEET NO. 1 OF 3

Carlson, Brigrance & Doering, Inc.
FIRM ID #F3791 REG. # 10024900
Surveying
5504 Valley View Lane
Austin, TX 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

CALITERRA PHASE 5, SECTION 13 FINAL PLAT

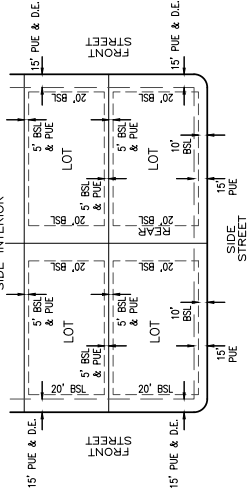
GENERAL NOTES:

1. THIS FINAL PLAT IS WITHIN THE EXTRA TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF DRIPPING SPRINGS.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER ZONE.
4. THIS PLAT IS LOCATED WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
5. NO PORTION OF THE SUBJECT PLAT PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN AS DELINEATED ON FIRM PANEL NO. 48290C0115F, DATED SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. ORGANIZED WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT FROM THE DRIPPING SPRINGS WATER SUPPLY CORPORATION.
7. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
8. TELEPHONE SERVICE WILL BE PROVIDED BY VERIZON.
9. IF GAS LINES ARE NOT INCLUDED IN THE CONSTRUCTION PLANS, THERE WILL BE SEPARATE SITE DEVELOPMENT PLAN, APPLICATION, AND FEES REQUIRED.
10. MINIMUM FRONT SETBACK SHALL BE 20'.
11. MINIMUM REAR SETBACK SHALL BE 20'.
12. MINIMUM SIDE AND INTERIOR SIDE YARD SETBACKS SHALL BE 5'.
13. MINIMUM SIDE YARD SETBACKS ADJACENT TO A PUBLIC STREET SHALL BE 10'.
14. UTILITY EASEMENTS OF 15' SHALL BE LOCATED ALONG EACH SIDE OF DEDICATED R.O.W.
15. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE CITY OF DRIPPING SPRINGS AND HAYS COUNTY DEVELOPMENT REGULATIONS.
16. NO STRUCTURE SHALL BE OCCUPIED UNTIL A CERTIFICATE OF OCCUPANCY IS ISSUED BY THE CITY OF DRIPPING SPRINGS.
17. NO STRUCTURE IN THIS SUBDIVISION SHALL BE CONNECTED TO A STATE APPROVED COMMUNITY WATER SYSTEM.
18. NO STRUCTURE IN THIS SUBDIVISION SHALL BE CONNECTED TO A STATE APPROVED ORGANIZED WASTE WATER SYSTEM.
19. IN ORDER TO PROMOTE SAFE USE OF ROADS AND TO PRESERVE THE CONDITIONS OF PUBLIC ROADS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE CITY RIGHT-OF-WAY HAS BEEN ISSUED, IF ANY CITY RIGHT OF WAY EXISTS (B) AND THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS AS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS AS THOSE REGULATIONS EXISTED ON JANUARY 14, 2014.
20. DEVELOPMENT AND RESTRICTIONS WITHIN THE CITY OF DRIPPING SPRINGS AND TCEQ WATER QUALITY BUFFER ZONES ARE LIMITED TO THOSE LISTED IN THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY'S (TCEQ) OPTIONAL ENHANCED MEASURES FOR THE PROTECTION OF WATER QUALITY IN THE EDWARDS AQUIFER (REVISED) OR AS PERMITTED BY THE TCEQ.
21. ALL LOTS ARE REQUIRED TO COMPLY WITH THE THEN CURRENT ADOPTED BUILDING CODE AS ADOPTED BY THE CITY OF DRIPPING SPRINGS, AND THE FIRE CODE ADOPTED BY ESD #6. THIS IS TO INCLUDE THE PULLING OF BUILDING PERMITS THROUGH THE CITY OF DRIPPING SPRINGS FOR ALL APPLICABLE CONSTRUCTION.
22. PER THE DEVELOPMENT AGREEMENT BETWEEN CITY OF DRIPPING SPRINGS AND DEVELOPMENT SOLUTIONS CAT, LLC, THE CALITERRA DEVELOPMENT PROJECT IS SUBJECT TO AN INTEGRATED PEST MANAGEMENT (IPM) PLAN.
23. ALL SIDEWALKS ARE TO BE MAINTAINED BY THE HAYS COUNTY DEVELOPMENT DISTRICT #1.
24. POST-DEVELOPMENT CONDITIONS RUNOFF RATE OFF SHALL BE AS DESCRIBED AND DEFINED IN THE DEVELOPMENT AGREEMENT DATED JANUARY 14, 2014, AS AMENDED.
25. ALL ROADWAYS IN THIS DEVELOPMENT ARE TO BE DEDICATED TO THE PUBLIC AND MAINTAINED BY HAYS COUNTY.
26. THIS DEVELOPMENT IS SUBJECT TO THE CALITERRA DEVELOPMENT AGREEMENT DATED JANUARY 14, 2014 BETWEEN THE CITY OF DRIPPING SPRINGS AND DEVELOPMENT SOLUTIONS CAT, LLC., RECORDED IN VOLUME 4978, PAGE 215, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
27. PEC EASEMENT OF FIVE (5) FEET SHALL BE LOCATED ALONG EACH SIDE LOT LINE, A/C PADS AND A/C UNITS SHALL BE ALLOWED TO ENCROACH WITHIN THE PEC EASEMENT PER PREVIOUS CONSULTATION WITH PEC.
28. THIS SUBDIVISION IS LOCATED IN THE HAYS-HINITY GROUNDWATER CONSERVATION DISTRICT.
29. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN.
30. THE MAINTENANCE PLAN SHALL BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS.
31. THE MAINTENANCE PLAN SHALL BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS.
32. 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.
33. THE FINAL PLAT FALLS IN EMERGENCY SERVICES DISTRICTS 1 & 6.

AREA TABLE			
AREA	4.899 ACRES	(213,377 sq. ft.)	
WITHIN SUBDIVISION			
AREA OF SINGLE FAMILY LOTS	4,269 ACRES	(185,940 sq. ft.)	
AREA WITHIN PUBLIC STREETS	0.630 ACRE	(27,437 sq. ft.)	
LOT NO.	ACREAGE	SQ. FT.	
32	0.354 ACRE	15,402 SQ. FT.	
33	0.304 ACRE	13,232 SQ. FT.	
34	0.294 ACRE	12,816 SQ. FT.	
35	0.351 ACRE	15,291 SQ. FT.	
36	0.646 ACRE	28,142 SQ. FT.	
37	0.533 ACRE	23,225 SQ. FT.	
38	0.440 ACRE	19,156 SQ. FT.	
39	0.279 ACRE	12,148 SQ. FT.	
40	0.341 ACRE	14,668 SQ. FT.	
41	0.296 ACRE	12,908 SQ. FT.	
42	0.343 ACRE	14,958 SQ. FT.	

LOT SIZE	NO.
< 1 ACRE	11
1-2 ACRE	0
2-5 ACRE	0
5-10 ACRE	0
> 10 ACRE	0
MINIMUM LOT SIZE: 0.294 AC (12,816 sq. ft.)	
AVERAGE LOT SIZE: 0.380 AC (16,559 sq. ft.)	

TYPICAL LOT, BUILDING SETBACK LINE
AND EASEMENT LOCATION DETAIL
(1" = 100')



A SUBDIVISION OF 4.899 ACRES BEING CALITERRA PHASE 5, SECTION 13, OUT OF THE PHILIP A. SMITH LEAGUE, SURVEY NUMBER 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS

SHEET NO. 2 OF 3

Carlson, Brigrance & Doering, Inc.

FIRM ID #E3791 REG. # 10024900

Surveying
5504 Valley View
Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

CALITERRA PHASE 5, SECTION 13 FINAL PLAT

STATE OF TEXAS }
COUNTY OF HAYS }

KNOW ALL MEN BY THESE PRESENTS:
THAT OF CSJK CALITERRA, LLC, ACTING BY AND THROUGH ITS MANAGER, GREGORY L. RICH, BEING THE OWNER OF A CALLED 4.899 ACRE TRACT OF LAND OUT OF THE PHILIP A. SMITH LEAGUE, SURVEY NUMBER 26, ABSTRACT NUMBER 415, SITUATED IN HAYS COUNTY, TEXAS, AS CONVEYED BY DEED RECORDED IN INSTRUMENT NUMBER 22010148, OFFICIAL PUBLIC RECORDS OF THIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 4.899 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS:

"CALITERRA PHASE 5, SECTION 13"

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETO GRANTED AND NOT RELEASED, AND DO HEREBY DEDICATED TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS THE _____ DAY OF _____, 20____ A.D.

BY: _____
GREGORY L. RICH, MANAGER AND ATTORNEY IN FACT
OF CSJK CALITERRA, LLC.
12222 MERT DRIVE, SUITE 1020
DALLAS, TEXAS 75251

STATE OF TEXAS }
COUNTY OF HAYS }

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NOTARY NAME _____
MY COMMISSION EXPIRES: _____

STATE OF TEXAS }
COUNTY OF TRAVIS }

I, BRETT R. PASQUARELLA, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT. I CERTIFY TO THE COMPLETENESS, ACCURACY AND COMPLIANCE TO THE CITY OF DRIPPING SPRINGS SUBDIVISION ORDINANCES.

FLOOD PLAIN NOTE: NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL INSURANCE RATE MAP PANEL NO. 48209C0115F, DATED SEPTEMBER 02, 2005.

ENGINEERING BY: _____
BRETT R. PASQUARELLA, P.E., No. 84769
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749



THIS FLOOD STATEMENT, AS DETERMINED BY A HUD-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE ON RARE OCCASIONS, GREATER FOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS }
COUNTY OF TRAVIS }

I, JOHN DAVID KIPP, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF THE CITY OF DRIPPING SPRINGS, TEXAS, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

SURVEYED BY: _____
DATE _____
JOHN DAVID KIPP, R.E.L.S. NO. 5844
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749



SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLY 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 REMAINABLE 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 IN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

ERIC VAN GANSBEEK, R.S., C.E.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

CHAD GULPIN, P.E., CITY ENGINEER

A.J. GRAY
OPERATIONS GENERAL MANAGER
DRIPPING SPRINGS WATER SUPPLY CORP.
WATER UTILITY PROVIDER

AARON REED
PUBLIC WORKS DIRECTOR
CITY OF DRIPPING SPRINGS
WASTEWATER UTILITY PROVIDER

THIS PLAT, CALITERRA, PHASE 5, SECTION 13, HAS BEEN SUBMITTED AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AND IS HEREBY APPROVED THIS THE _____ DAY OF _____, 20____.

WM JAMES, PLANNING & ZONING COMMISSION CHAIR

ANDREA CUNNINGHAM, CITY SECRETARY

STATE OF TEXAS }
COUNTY OF HAYS }

I, THE UNDERSIGNED, DIRECTOR OF HAYS COUNTY DEVELOPMENT SERVICES, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF DRIPPING SPRINGS FOR SUBDIVISION REGULATION WITHIN THE EXTRAJURISDICTIONAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.

NO STRUCTURE OR OTHER DEVELOPMENT IN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE: _____

I, ELAINE HANSON CARDEMS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK ____M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, AS INSTRUMENT NO. _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____ A.D.

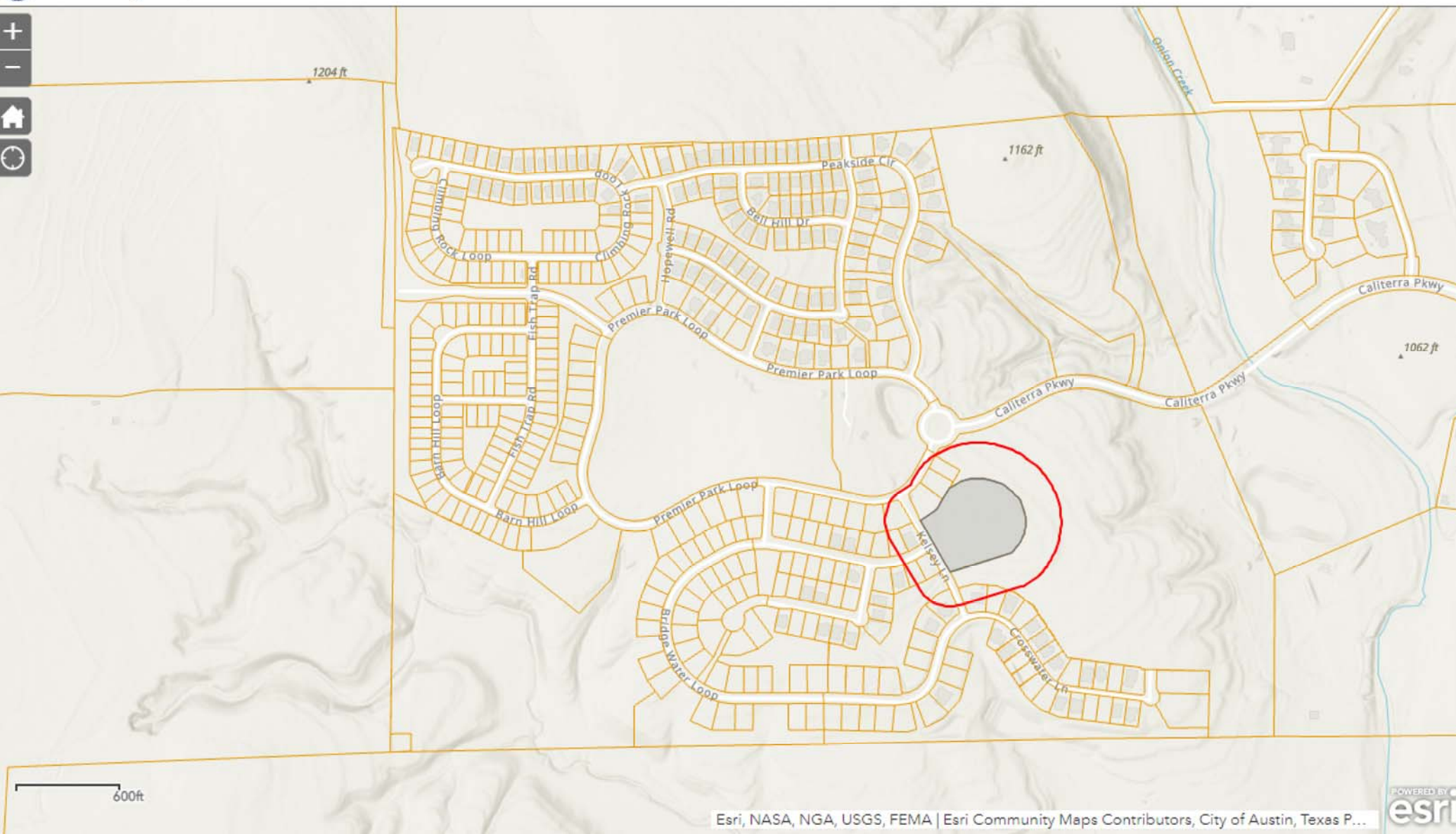
ELAINE HANSON CARDEMS BY: _____
COUNTY CLERK
HAYS COUNTY, TEXAS

SHEET NO. 3 OF 3



Carlson, Brigance & Doering, Inc.
FIRM ID #E3791 REG. # 10024900
Civil Engineering Surveying
5501 West William Cannon Drive
Austin, TX 78749
Phone No. (512) 286-5160 Fax No. (512) 286-5165

A SUBDIVISION OF 4.899 ACRES BEING CALITERRA PHASE 5, SECTION 13, OUT OF THE PHILIP A. SMITH LEAGUE, SURVEY NUMBER 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS



SITE IMPROVEMENT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that CF CSLK CALITERRA LLC, as Principal, and Atlantic Specialty Insurance Company, 605 Highway 169 North, Suite 800, Plymouth, MN 55441, a corporation organized and existing under the laws of the state of New York and authorized to transact business in the Texas, as Surety, are held and firmly bound unto the County of Hays, Texas, with an address of Hays County Judge, 111 East San Antonio Street, Suite 300, San Marcos, TX 78666, as Obligee, in the penal sum of Two Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 87/100 (\$272,576.87) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal has agreed to construct in the County of Hays, Texas the following improvements: Caliterra Phase 5, Section 13 – Street Items, Drainage Items, Water Items, Wastewater Items, and Erosion Control Items.

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall well and truly perform said work in accordance with agreement (s) between Principal and Obligee during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise to remain in full force and effect.

Signed, sealed and dated this 31st day of October, 2023.


CF CSLK CALITERRA LLC

Principal

By: _____
(Title)

Atlantic Specialty Insurance Company

Surety

By: 

Brook T. Smith, Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brook T. Smith, James T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Deborah S. Neichter, Michele D. Lacrosse**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

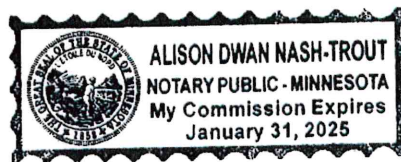


By

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 31st day of October, 2023



Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to consider the release of the Letter of Credit #20234030 in the amount of \$48,344.00 for 6 Creeks, Phase 1, Section 12. **SHELL/BORCHERDING**

Summary

After the construction of the roads and surface drainage improvements for this phase was accepted recently, it was later revealed that the letter of credit was still being held for the project. This action will release the letter of credit for the developer, which was not included at the time.

Attachments

6 Creeks Ph.1, Sec. 12 LOC

IRREVOCABLE LETTER OF CREDIT

Borrower: HM 6 Creeks Development, Inc.
2901 Bee Caves Rd Ste. F
Austin, TX 78746

Lender: American Bank of Commerce
Austin Downtown Banking Center
610 West 5th
Austin, TX 78701

Beneficiary: Hays County
111 E San Antonio
San Marcus , TX 78666

NO.: 20234030

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 03-08-2024 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Forty-eight Thousand Three Hundred Forty-four & 00/100 Dollars (\$48,344.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER American Bank of Commerce IRREVOCABLE LETTER OF CREDIT NO. 20234030 DATED 03-08-2023," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Texas.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

IRREVOCABLE LETTER OF CREDIT
(Continued)

Loan No: 20234030

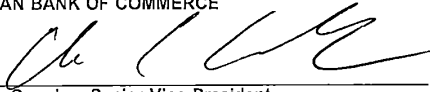
Page 2

Dated: March 8, 2023

LENDER:

AMERICAN BANK OF COMMERCE

By:


Chris Crowley, Senior Vice President

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
------	---------------	--------------------	----------------------

**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.

23010350 LETTEROFCREDIT
03/29/2023 02:41:37 PM Total Fees: \$0.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas





Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Marcus Pacheco, Director

Sponsor:

Commissioner Shell

Agenda Item

PLN-2247-PC; Hold a Public Hearing, 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

Application Disapproved Letter



Hays County Commissioners Court Agenda Request

Meeting Date: November 7th, 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, 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, followed by discussion and possible action on the final determination for the Replat.

The application has no variances requested.

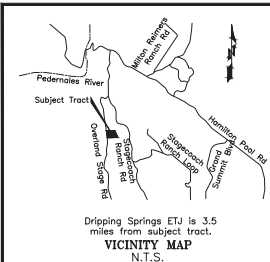
Staff recommends Disapproval for Stagecoach Ranch, Sec 2, Lot 19E, Replat based on the deficiencies as outlined in the backup.

ATTACHMENTS/EXHIBITS:

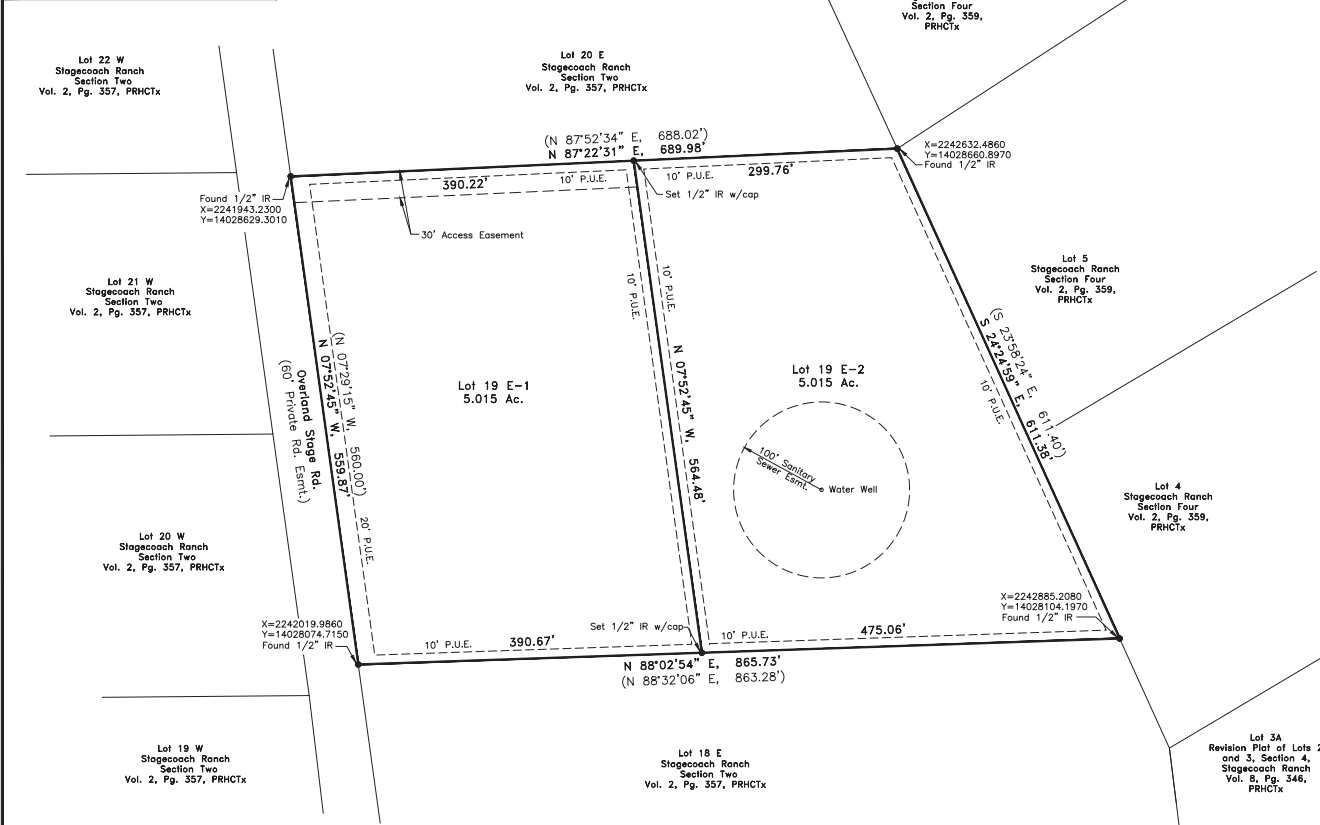
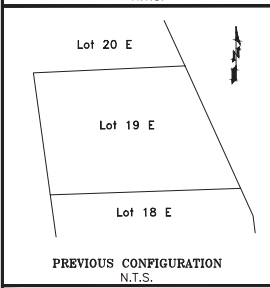
Plat

Location Map

Application Disapproved Letter



Dripping Springs ETJ is 3.5 miles from subject tract.
VICINITY MAP
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 4820C002P, 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 replot 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 _____, 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
TPELS Firm # 10194053

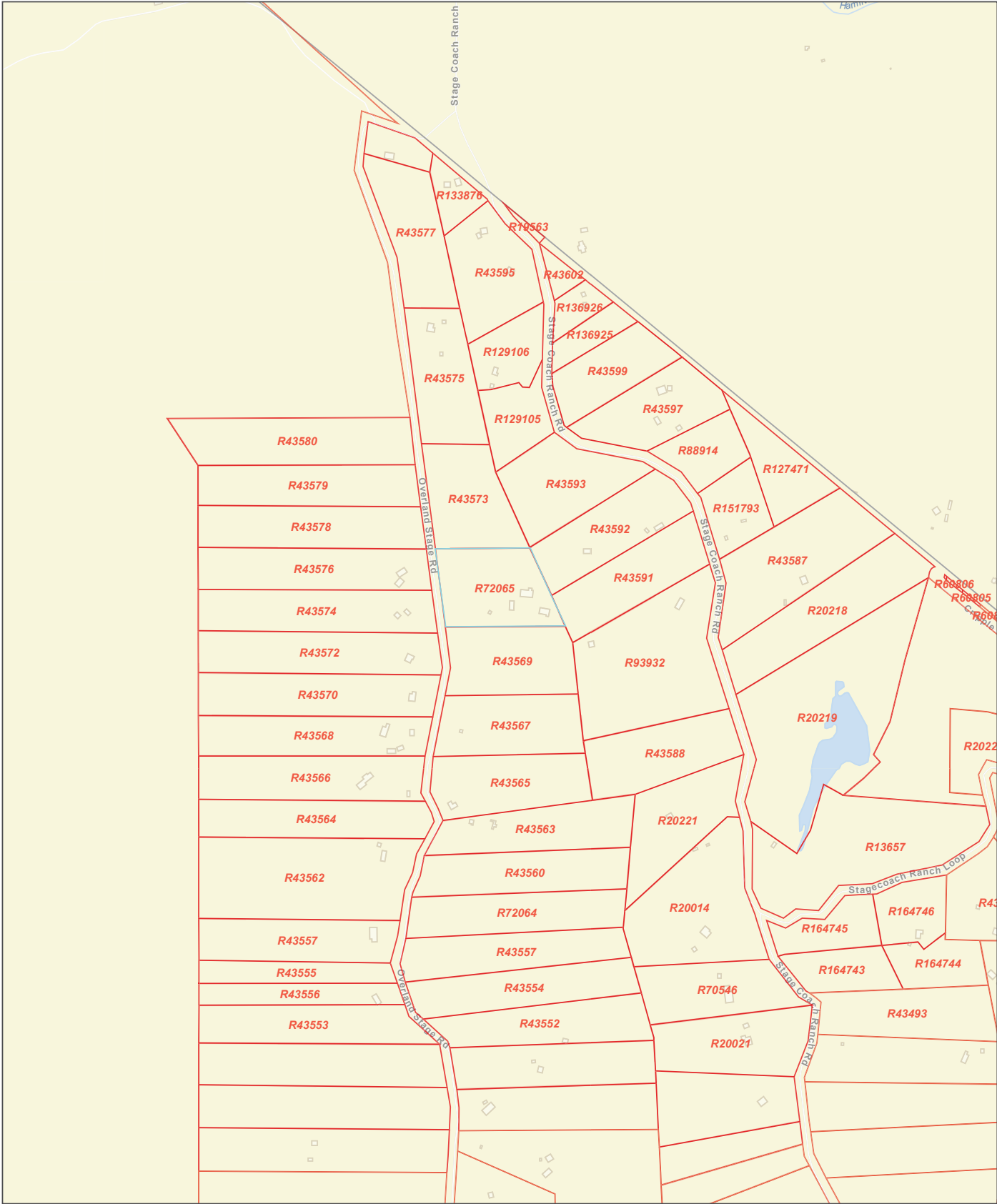
REPLAT OF
Lot 19 E
STAGECOACH RANCH SECTION TWO
Establishing Lot 19 E-1 & Lot 19 E-2
HAYS COUNTY, TEXAS

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.

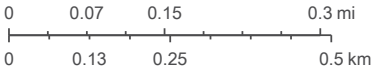
Hays CAD Web Map



10/18/2023, 6:22:53 PM

 Parcels

1:9,028



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METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Application Disapproved

Owner Information:

Weaver Surveying, LLC (Kristen Weaver)
P. O. Box 1129, Dripping Springs TX 78620
kristen@weaversurveying.com

Date: 11/2/2023

Project ID: PLN-2247-PC

Application Type: Replat/Revision

Application Status: Application Disapproved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. In accordance with Texas Local Government Code, Chapter 232, the Application has been Disapproved. Below are the remaining deficiencies listed with the Application. A written response to each comment below is required. In addition to the written response, any updated documents, files, or information must be uploaded to the MyGovernmentOnline Customer Portal.

Digital Data Review

1. The digital data is denied due to the following:

The "Overland Stage" annotation does not match what's shown on the plat PDF ("Overland Stage Rd."). Please revise so the annotation in the digital data file shows "Overland Stage Rd.". Per Section 4.2 of the Hays County Digital Data Submission Standards, the roadway annotation shall reflect the correct/approved road name.

The 30' access easement is in a layer named "PUE-Drainage Esmt". Move this access easement to a layer with a name related to "access easement". Per Section 4.0 of the Hays County Digital Data Submission Standards, the digital data shall be submitted in separate and relevantly named layers.

You can find the most up-to-date Hays County Digital Data Submission Standards here:
<https://hays-county-haysgis.hub.arcgis.com/pages/development-services>

Floodplain Review

1. Plat note regarding the Edwards Aquifer is incorrect:
"No portion of this subdivision lies within the Edwards Aquifer Recharge Zone or the Edwards Aquifer Contributing Zone."

Planning Review

1. **Per Hays County Development Regulations Chapter 715 § 3.01 (C) Applicability:** Please include the following water availability note: *"Under department regulations, this subdivision is exempt from the requirements to demonstrate the availability of water service. Further subdivision is prohibited for a duration of five (5) years, following the filing of the plat."*
2. **Per Hays County Development Regulations Chapter 721 § 5.07 (B) Shared Access Driveways:** Each of the Lots sharing the use of the Shared Access Driveway shall hold equal, indivisible, and unrestricted rights in the Shared Access Driveway, which rights shall be established by recorded easement and the easement shall run with the land of each of the benefited Lots. The easement instrument shall clearly state each Lot's pro rata responsibility with respect to future maintenance or repairs of the Shared Access Driveway.
Please include the above statement as a plat note.



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

3. Per Hays County Development Regulations Chapter 701 § 9.04 and 705 § 12.03: Conduct and provide proof of Posted Notice.

Per Hays County Development Regulations Chapter 701 § 9.09 and 705 § 12.05: Conduct and provide proof of Published Notice.

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



AGENDA ITEM REQUEST FORM: J. 2.

Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Marcus Pacheco, Director

Sponsor:

Commissioner Ingalsbe

Agenda Item

PLN-2272-PC; Hold a Public Hearing, 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

Application Disapproved Letter



Hays County Commissioners Court Agenda Request

Meeting Date: November 7th, 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; Hold a Public Hearing, 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, followed by discussion and possible action on the final determination for the Replat.

The application has no variances requested.

Staff recommends Disapproval for 3-G Ranch, Sec 1, Lot 1-A, Vacate and Replat based on the deficiencies as outline in the backup.

ATTACHMENTS/EXHIBITS:

Plat

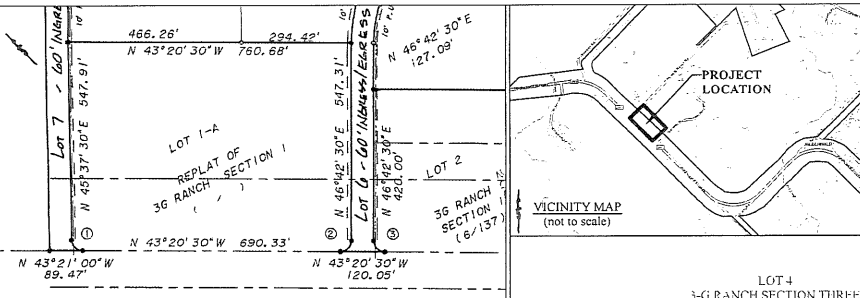
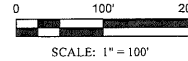
Location Map

Application Disapproved Letter

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.

CURVE	STATION	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
1	100.00	100.00	100.00	N 45°38'25" W	90.00°
2	100.00	100.00	100.00	N 45°38'25" W	90.00°



ORIGINAL LAYOUT - REPLAT OF LOT 1-A, 3G SECTION 1 VOLUME 6, PAGE 239, PLAT RECORDS OF HAYS COUNTY, TEXAS

LEGEND:

- P.O.B. = POINT OF BEGINNING
- B.S.L. = BUILDING SETBACK LINE
- P.U.E. = PUBLIC UTILITY EASEMENT
- R.O.W. = RIGHT OF WAY
- = IRON ROD FOUND

BENCHMARK:

POINT 100 BEGINNING (1" iron rod found)
Observed GPS coordinates listed on the NAD83 State Plane
Coordinate System, Texas South Central Zone No. 4204:
N = 1952406.75
E = 239944.41

TRACT INFORMATION:

TOTAL ACRES = 10.00 ACRES
TOTAL LOTS = 2
BLOCKS = 1

NOTES:

- The bearings and distances recited herein are grid values derived from GPS observations based on the NAD83(2011) State Plane Coordinate System, Texas South Central Zone No. 4204. The Combined Correction Factor (CCF) = +0.0099116.
- This tract is shown to be within Zone "X" (Area of Minimal Flood Hazard), per FEMA's Flood Insurance Rate Map (FIRM) panel for Hays County, Texas, panel number 82090C029F, effective September 2, 2005. This does not imply that this tract will, or will not flood, nor does it create any liability in such event on the part of this surveyor.
- This tract will be serviced by the following: Electricity - Pedernales Electric Cooperative, Inc.; Water - Golieth Water - On-site septic.
- Driveway satisfies the minimum spacing requirements for driveways set forth in Chapter 721.02 of Hays County Development Regulations.
- No structure in this subdivision shall be occupied until connected to an individual water supply or state-approved community water system. Due to declining water supply, prospective property owners are cautioned by Hays County to encourage the seller concerning ground water availability. Rain water collection is questioned and, in some areas, may offer the best renewable water resource.
- No structure in this subdivision shall be occupied until connected to a permitted sewer system or to an on-site wastewater system that has been approved and permitted by Hays County.
- Pedernales Electric Cooperative (PEC) is hereby dedicated a fifteen foot (15') wide utility easement along all lot lines adjoining a public right of way and a ten foot (10') wide utility easement along all other front, side, and rear lot lines.
- Private property within public and private roadway easements, access easements and right of way reservations shall be designated as a utility easement. A 15' utility easement is hereby granted along all right of way reservations, roadway easements and access easements.
- All existing overhead lines shall possess a twenty foot (20') utility easement centered 10' each side of line. All existing underground lines shall possess a fifteen foot (15') wide utility easement centered 7.5' each side of line.
- Each lot is subject to a floating ten foot (10') wide by thirty foot (30') long way easement as required by PEC.
- All utility easements are for the purpose of construction, reconstruction, upgrading, maintenance (including but not limited to removal of vegetation, trees, and other obstructions), inspecting, removal, reading of meters, and repair of all overhead and underground line.
- No buildings or any other obstructions shall be placed within utility easements. Where access is obstructed within easement PEC shall have the right of ingress and egress over the grantor's adjacent land to and from said utility easement.

FIELD NOTES:

BEING 10.00 acres of land out of the OTIS G. EELS SURVEY, Abstract No. 167, Hays County, Texas, and being all of a called 10.00 acre tract of land described as LOT ONE-A (1-A), REPLAT OF 3-G RANCH ADDITION, SECTION 1, according to the map or plat thereof recorded in Volume 6, Page 239, Plat Records of Hays County, Texas, and being conveyed to GILBERT HERNANDEZ and wife, MARIA O. HERNANDEZ, recorded in Volume 149, Page 647, Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found bent over at the base of a 6-inch steel square fence post in the southeast right-of-way line of Three G Road, for the north corner of said Lot 1-A and at the west corner of Lot 4 of 3-G Ranch Section 3, recorded in said Volume 6, Page 239 of said Plat Records, for the north corner of this tract:

THENCE S 45°38'55" E (plat S 45°20'30" W, 760.68'), with the northeast boundary line of said Lot 1-A and with the southwest boundary line of said Lot 4, at 467.08 feet passing a fence post marking the south corner of said Lot 4 and the west corner of Lot 3 of said 3-G Ranch Section 3, continuing the same course with the common boundary line of said Lot 1-A and said Lot 3 for a total distance of 760.68 feet, to an iron rod found in the northwest right-of-way line of Gardner Road, for the east corner of this tract:

THENCE S 44°24'13" W, 547.47 feet (plat S 46°42'30" W, 547.31'), with the southeast boundary line of said Lot 1-A and with the northeast right-of-way line of said Gardner Road, to an iron rod found at the beginning of a curve to the right:

THENCE with said curve to right, having a radius of 30.00 feet (plat 30.00'), an arc length of 46.59 feet, and a long chord bearing S 89°00'26" W, 42.05 feet (plat N 88°19'00" W, 42.41'), to an iron rod found in the northeast right-of-way line of F.M. Highway 2001:

THENCE N 45°38'25" W, 690.76 feet (plat N 45°20'30" W, 690.33'), with the southwest boundary line of said Lot 1-A and with the northeast right-of-way line of said F.M. Highway 2001, to an iron rod set at the beginning of a curve to the right:

THENCE with said curve to right, having a radius of 30.00 feet (plat 30.00'), an arc length of 46.58 feet, and a long chord bearing S 01°09'50" W, 42.04 feet (plat N 01°08'35" E, 42.04'), to an iron rod set in the southeast right-of-way line of said Three G Road:

THENCE N 43°19'05" E, 547.91 feet (plat N 45°37'39" E, 547.91'), with the northeast boundary line of said Lot 1-A and with the southeast right-of-way line of said Three G Road, to the POINT OF BEGINNING and containing 10.00 acres of land, more or less.

THE STATE OF TEXAS
COUNTY OF HAYS

We, the undersigned, owners of and shown on this plat, and designated herein as the HERNANDEZ ADDITION, subdivision in the City of Niedervald, Texas, and whose name is subscribed herein, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

Gilbert Hernandez, Owner

Maria O. Hernandez, Owner

THE STATE OF TEXAS
COUNTY OF HAYS

Before me, the undersigned authority, on this day personally appeared Gilbert Hernandez and Maria O. Hernandez, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office on this ____ day of _____, 20____.

Notary Public in and for the State of Texas

NO CONSTRUCTION OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

Hays County Director

Hays County Development Services Department

Hays County Floodplain Administrator

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.

Gilbert Hernandez, Owner

Maria O. Hernandez, Owner

THE STATE OF TEXAS
COUNTY OF HAYS

Before me, the undersigned authority, on this day personally appeared Gilbert Hernandez and Maria O. Hernandez, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office on this ____ day of _____, 20____.

Notary Public in and for the State of Texas

THE STATE OF TEXAS
CITY OF NIEDERWALD

This plat has been submitted to and considered by the City Council of the City of Niedervald, Texas, and is hereby approved by such Council.

Mayor

City Secretary

THE STATE OF TEXAS
COUNTY OF HAYS

Golieth 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
Golieth 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 this 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 Friesse, P.E.
No. 127376
State of Texas

SURVEYOR'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF HAYS

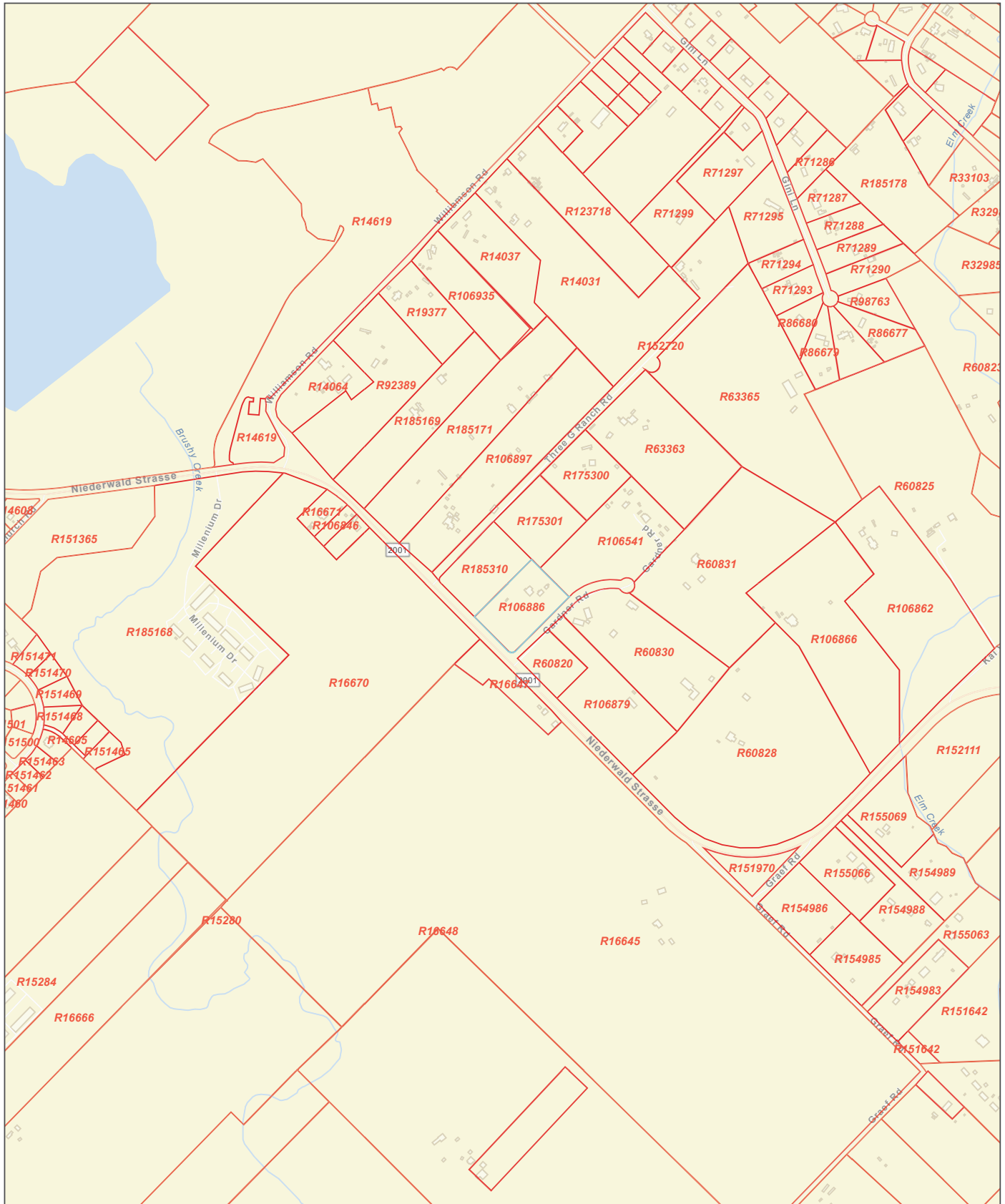
I, the undersigned, a public surveyor in the State of Texas, hereby certify this plat is true and correct to the best of my knowledge and ability and that it was prepared from an actual survey of the property made on the ground with my direct supervision.

Luther E. Frobish 08/21/2023
Luther E. Frobish, R.L.S.
No. 6200
State of Texas

FILED FOR RECORD this ____ day of _____, 20____, in Cabinet _____, Slide _____. Plat Records of Hays County, Texas.



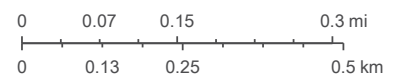
Hays CAD Web Map



10/19/2023, 11:47:35 AM

 Parcels

1:9,028



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Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Application Disapproved

Owner Information:

Alex Hernandez

6311 Niederwald Strasse, Niederwald TX 78640

alexh_1988@yahoo.com

Date: 11/2/2023

Project ID: PLN-2272-PC

Application Type: Replat/Revision

Application Status: Application Disapproved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. In accordance with Texas Local Government Code, Chapter 232, the Application has been Disapproved. Below are the remaining deficiencies listed with the Application. A written response to each comment below is required. In addition to the written response, any updated documents, files, or information must be uploaded to the [MyGovernmentOnline](#) Customer Portal.

9-1-1 Street Name Review

1. 911 Technical review denied. Please fix street name on plat to Three G Ranch Rd.

Digital Data Review

1. The digital data is denied due to the following:

Per Section 4.1 of the Hays County Digital Data Submission Standards, add northing/easting coordinate annotation for at least two widely separated corners of the overall replatted lots.

Per Section 4.1 of the Hays County Digital Data Submission Standards, please add a minimum of two ground control points (GCPs) tied to at least two exterior corners of the overall subdivision boundary. The GCPs shall be from a published source (Hays County, LCRA, NGS) with appropriate annotation of the benchmark identification. GCPs can be viewed and downloaded from the Hays County GIS Open Data Portal: <https://hays-county-haysgis.hub.arcgis.com/>.

The "LOT 1-A-1," "LOT 1-A-2," and "BLOCK 1" annotation all need to be in plain text and not grouped together, grouped with other text, or grouped with other lines. (The annotation should *not* be a "MULTILEADER" object, but a "MTEXT" object.). Per the Hays County Digital Data Submission Standards, each lot and block shall be identified/annotated according to the plat PDF.

The "THREE G ROAD," "F.M. HIGHWAY2001," and "GARDNER ROAD" annotation all need to be in plain text and not grouped together, grouped with other text, or grouped with other lines. (The annotation should *not* be a "MULTILEADER" object, but a "MTEXT" object.). Per Section 4.2 of the Hays County Digital Data Submission Standards, the roadway annotation shall reflect the correct/approved road name.

Per the 9-1-1 Street Name Review comment, please fix the street name in digital data to say "Three G Ranch Road".

Pending approval of 9-1-1 Street Name Review.

You can find the most up-to-date Hays County Digital Data Submission Standards here:

<https://hays-county-haysgis.hub.arcgis.com/pages/development-services>



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Floodplain Review

1. 705.5.04(H) General depiction of the boundary lines of the Edwards Aquifer Recharge Zone, or the Contributing Zone of the Edwards Aquifer, if affecting the property, and a statement certified by the Texas licensed professional surveyor or Texas licensed professional Engineer under his or her professional seal that, to the best of his or her knowledge, the plat accurately reflects the general location (or absence) of the Edwards Aquifer Recharge Zone or the Contributing Zone of the Edwards Aquifer.

Ex: No portion of this subdivision lies within the Recharge Zone or the Contributing Zone of the Edwards Aquifer.

Planning Review

1. **Per Hays County Development Regulations Chapter 705 § 5.01 (C) General Information:**

Include a note stating the total number of Lots within the proposed subdivision, the average size of Lots, and the total number of Lots within the following size categories: 10 acres or larger, larger than 5.0 acres and smaller than 10 acres, 2.00 acres or larger up to 5.00 acres, larger than 1.00 acre and smaller than 2.0 acres and smaller than 1.00 acre.

For categories that do not apply please use a zero (0).

2. **Per Hays County Development Regulations Chapter 705 § 5.01 (I) General Information:**

Name and address of the Owner(s) of the Subject Property, and Applicant if not the Owner.

Please include the address of the property owner(s) within their signature block.

3. **Per Hays County Development Regulations Chapter 705 § 5.01 (M) General Information:**

The location of Political Subdivision (e.g. school districts, municipal utility districts, groundwater conservation districts, emergency services districts, etc.) boundaries and/or a statement clearly indicating in which Political Subdivision(s) the Subdivision is located. In the event any Lot lies within more than one Political Subdivision then the plat shall clearly state the number of acres within the Lot that lies within each Political Subdivision.

1. Please include a plat note stating that this property lies within the Plum Creek Conservation District.

2. Please include a plat note stating that this property lies within Hays County Emergency Service Districts 1 & 9.

4. General: Please revise the Hays County signature block to appear as the example below:

MARCUS PACHECO
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

ERIC VAN GAASBEEK, R.S., C.F.M.
FLOODPLAIN ADMINISTRATOR
HAYS COUNTY DEVELOPMENT SERVICES



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

5. General: Please include the following signature block.

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, A.D.20_____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 20____.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

Transportation Review

1. Please remove note #4. A TxDOT permit will be required for approaches to 2001.

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: 11/07/2023

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Commissioner Shell

Agenda Item

PLN-2295-NP; Discussion and possible action regarding the ratification of the Jacobs Well Landing subdivision. **SHELL/PACHECO**

Summary

Jacobs Well Landing is a proposed subdivision plat consisting of 2 lots across 10.00 acres located along FM 2325 in Wimberley and Precinct 3.

Water utility will be provided by Aqua Texas, Inc.

Wastewater utility will be provided by Aqua Texas, Inc.

Attachments

Cover Letter

Plat

Location Map

Approval Letter



Hays County Commissioners Court Agenda Request

Meeting Date: November 7th, 2023

Requested By: Marcus Pacheco, Director

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2295-NP; Discussion and possible action regarding the ratification of the Jacobs Well Landing subdivision.

BACKGROUND/SUMMARY OF REQUEST:

- A) Jacobs Well Landing is a proposed subdivision plat consisting of 2 lots across 10.00 acres located along FM 2325 in Wimberley and Precinct 3.
- B) Water utility will be provided by Aqua Texas, Inc.
- C) Wastewater utility will be provided by Aqua Texas, Inc.
- D) The City of Wimberley has deferred review and approval authority to Hays County.

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.

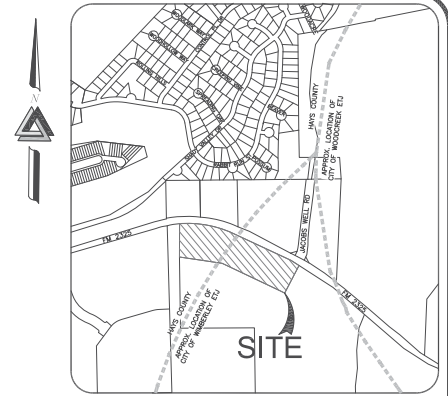
ATTACHMENTS/EXHIBITS:

Plat

Location Map

Application Approved Letter

JACOBS WELL LANDING
BEING 10.00 ACRES OUT OF THE R. B. GREGORY SURVEY ABSTRACT NO. 217
CITY OF WIMBERLEY ETJ
HAYS COUNTY, TEXAS



VICINITY MAP
ZIP CODE: 78676

PLAT NOTES

- No portion of this subdivision lies within the Edwards Aquifer Recharge Zone.
- This subdivision lies within the boundaries of the Edwards Aquifer Contributing Zone.
- This subdivision does not lie within the boundaries of the 100 year flood plain as delineated on Hays County F.I.R.M. Panel #48209C 0219 F, dated September 2, 2005.
- This subdivision contains 2 lots for a total of 10.00 acres.
Lots less than 1.00 acres: 0
Lots 1.00 to 2.00 acres: 0
Lots 2.00 to 5.00 acres: 1
Lots 5.00 to 10.00 acres: 1
Lots larger than 10.00 acres: 0
- This subdivision lies within the following jurisdictions:
Emergency Services District #4 & #7
Wimberley Independent School District
Hays Trinity Groundwater Conservation District #5
- Water supply for this subdivision is provided by Aqua Texas, Inc.
- Wastewater treatment for this subdivision is provided by Aqua Texas, Inc.
- Rainwater collection is encouraged and in some areas may offer the best renewable water resource.
- Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
- A portion of this subdivision lies within the Extraterritorial Jurisdiction of The City of Wimberley and is subject to its ordinances.
- All culverts, when required shall comply with the current Hays County standard.
- No lots are to be occupied until OSSF Permitted or public sewer, water and electricity and roads have been provided and construction is completed and approved.
- Post-development conditions runoff rate shall be no greater than the pre-developed condition for 2, 5, 10, 25, and 100 year storm events, per Hays County Development regulations, chapter 725, subchapter 3.02. Pre and post development runoff calculations shall be included with the construction drawings for this subdivision.
- Post-Construction Stormwater control measures shall have a maintenance plan. The maintenance plan must be filed in the real property records of Hays County. The owner operator of any new development or redevelopment site shall develop and implement a maintenance plan addressing maintenance requirements for any structural control measures installed on site. Operation and maintenance performed shall be documented and retained and made available for review upon request.
- All roadways shall be designed and constructed in accordance with applicable Hays County standards, per Hays County Development regulations, chapter 721, subchapter 5.
- No object, including buildings, fencing or landscaping which would interfere with conveyance of stormwater, shall be placed or erected within a Drainage Easement. The owner(s) of any lot(s) upon which drainage facilities are located, including detention, shall be responsible for maintenance and upkeep of such facilities.
- Driveway access to RM 2325 requires a permit from the Texas Department of Transportation.
- Bearing Basis: Texas State Plane Coordinate System—South Central Zone.
- All bearings and distances shown hereon are based upon the Texas Coordinate System, South Central Zone (4204), North American Datum 1983, Grid.

STATE OF TEXAS*

COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

That I, Westac, LLC, by and through Russell Gwynes, representative, owner of a certain tract of land shown hereon and described in a deed recorded in Instrument No. 16029636, do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the public right-of-way, easements, and public places shown hereon for such public purposes as the City of Wimberley may deem appropriate. This subdivision is to be known as the JACOBS WELL LANDING, BEING 10.00 ACRES OUT OF THE R. B. GREGORY SURVEY ABSTRACT NO. 217, CITY OF WIMBERLEY ETJ, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this ____ day of _____, A.D. 20____

By: _____
Russell Gwynes, Representative
Westac, LLC,
13501 Ranch Road 12, Suite 203
Wimberley, Texas 78676

STATE OF TEXAS*

COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Westac, LLC, by and through Russell Gwynes, representative, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, A.D. 20____

NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS*

COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. 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 entered into the minutes of said court in Resolution Number _____

WITNESS my hand and seal of office this ____ day of _____, A.D. 20____

Ruben Becerra
County Judge
Hays County, Texas

Elaine H. Cardenas
County Clerk
Hays County, Texas

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

Eric Van Goozswick, R.S., C.F.M.
Hays County Floodplain Administrator

Date

Marcus Pacheco, Director
Hays County Development Services

Date

STATE OF TEXAS*

COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the ____ day of _____, A.D. 20____, at _____ o'clock _____m., in the plat records of Hays County, Texas, in Instrument Number _____

WITNESS my hand and seal of office this ____ day of _____, A.D. 20____

Elaine H. Cardenas
County Clerk
Hays County, Texas

STATE OF TEXAS*

COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Arthur Vasquez Torres, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown hereon were properly placed or located under my supervision in accordance with the Subdivision Regulations of the Hays County Subdivision Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal this ____ day of _____, A.D. 20____

Arthur Vasquez Torres
Registered Professional Land Surveyor # 5737
State of Texas

Date

STATE OF TEXAS*

COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Al Carroll, Licensed Professional Engineer in the State of Texas, do hereby certify that this subdivision is not in the Edwards Aquifer Recharge Zone, nor is it in the Barton Springs Segment of the Edwards Aquifer Recharge Zone; it is however in the Contributing Zone of the Edwards Aquifer and is located within Zone X flood areas, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 48209C 0219 F effective date September 2, 2005, and that each lot conforms to the Hays County Subdivision Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal at this ____ day of _____, A.D. 20____

Al Carroll
Licensed Professional Engineer, No. 119251
State of Texas

Date

STATE OF TEXAS*

COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

Aqua Texas Inc., CON# 13254, an approved water supply system, has adequate quantity to supply this subdivision in accordance with the policies of the water supply system.

TFT, General Manager
Aqua Texas Inc.

Date

The City of Wimberley has deferred review of this subdivision to Hays County.

Tim Potek
City Administrator
City of Wimberley, Texas

FEDERNALES ELECTRIC COOPERATIVE NOTES

- Federnales Electric Cooperative (PEC) is hereby dedicated a fifteen foot (15') wide utility easement along all lot lines adjoining a public right-of-way and a ten foot (10') wide utility easement along all other front, side, or rear lot lines.
- Private property within public and private roadway easements, access easements and right-of-way reservations shall be designated as a utility easement. A 15' utility easement is hereby granted along all right of way reservations, roadway easements and access easements.
- All existing overhead lines shall possess a twenty foot (20') wide utility easement centered 10' each side of the line. All existing underground lines shall possess a fifteen foot (15') wide utility easement centered 7.5' each side of the line.
- Each lot is subject to a floating ten foot (10') wide by thirty foot (30') long guy wire easement as required by PEC.
- All utility easements are for the purpose of construction, reconstruction, upgrading, maintenance (including but not limited to removal of vegetation, trees and other obstructions), inspecting, removing, reading of meters, and repair of all overhead and underground lines.
- No buildings or any other obstructions shall be placed within utility easements. Where access is obstructed within easement PEC shall have the right to ingress and egress over grantors adjacent land to and from said utility easement.

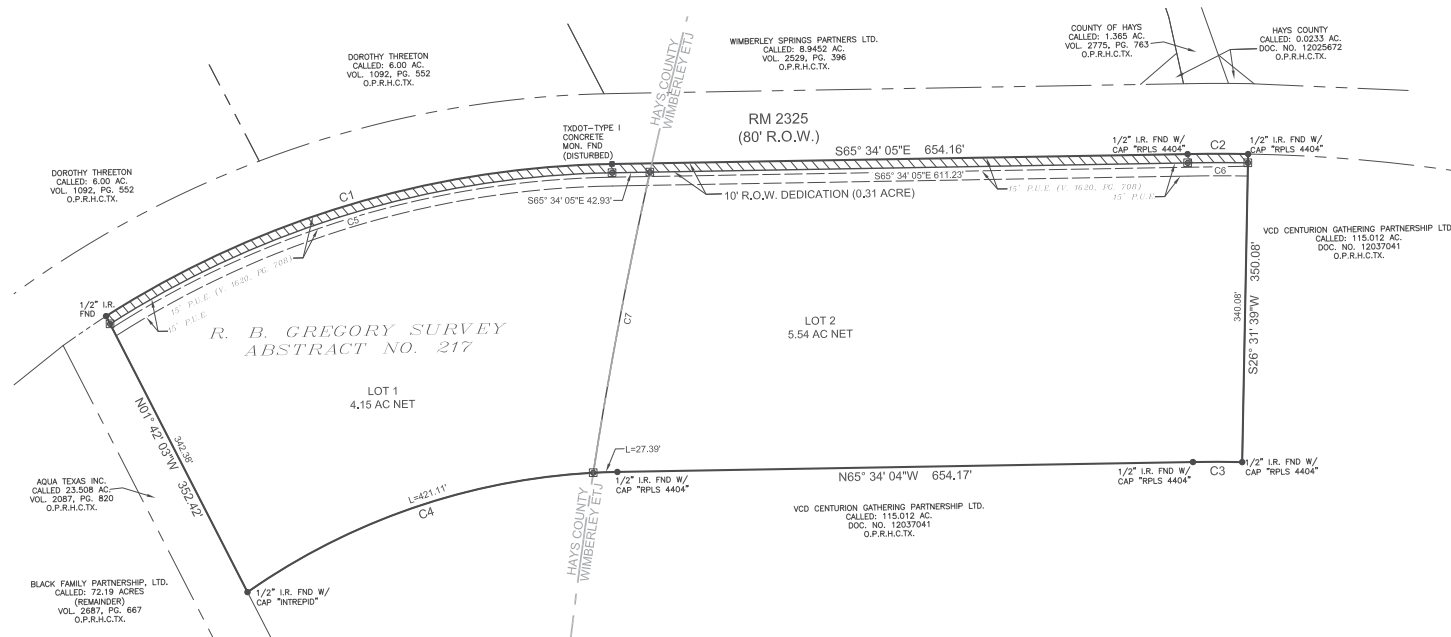
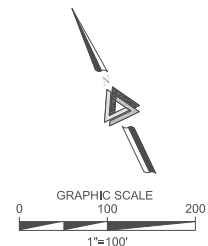
PLAN 57XX
SM-23-1117000
SMS-MC182-19

ENGINEER: _____ OCTOBER 11, 2023 SURVEYOR: _____



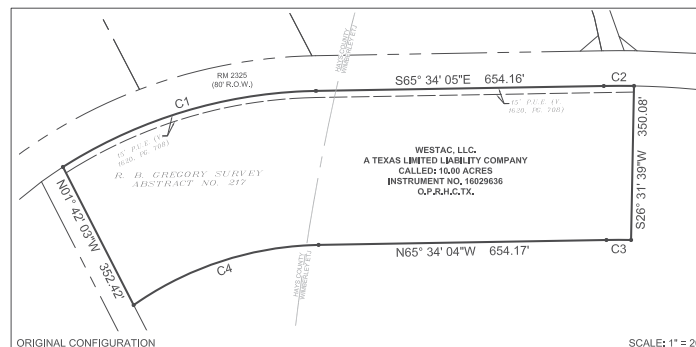
www.tritechit.com TRPLS REGIS. #10193729 TRPLS REGIS. #1016093
SHEET 1 of 2

JACOBS WELL LANDING
BEING 10.00 ACRES OUT OF THE R. B. GREGORY SURVEY ABSTRACT NO. 217
CITY OF WIMBERLEY ETJ
HAYS COUNTY, TEXAS



Curve Table				
Curve #	Length	Radius	Delta	Chord Bearing
C1	607.92	1106.15	031°29'20"	S81° 18' 50"E
C2	68.77	1870.00	002°06'30"	S64° 37' 11"E
C3	55.90	1520.00	002°06'30"	N64° 29' 50"W
C4	448.50	756.15	033°59'00"	N82° 35' 15"W
C5	603.36	1096.15	031°32'20"	N81° 20' 18"W
C6	68.39	1860.00	002°06'20"	N64° 37' 12"W
C7	347.68	5280.00	003°46'20"	S36° 05' 32"W

PLAN 57XX
 SM-23-1117000
 SMS-MC182-19



LEGEND	
	IRON ROD W/ TRI-TECH CAP SET
	IRON ROD FOUND
	TXDOT MONUMENT
	IRON ROD
	FOUND
	P.A.E. PUBLIC UTILITY EASEMENT
	ROW RIGHT OF WAY
	OPRHCTX OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

ENGINEER: **TRI-TECH** SURVEYOR:
 OCTOBER 11, 2023
 135 RIVERWALK DRIVE
 SAN MARCOS, TEXAS 78666
 PH: 512-440-0222
 TRPLS REGIS. #10193729
 TRPLS REGIS. #10193729
 www.tritechtx.com
SHEET 2 of 2





Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Application Approved

Owner Information:

Date: 10/27/2023

Project ID: PLN-2295-NP

Application Type: New Subdivision (1445)

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.

9-1-1 Street Name Review

1. 911 Technical street name review approved 9/13/2023

Digital Data Review

1. The digital data technical review is approved as of 10/24/2023.

Floodplain Review

1. Tech review complete.

On-Site Sewage Facility (OSSF) Review

1. Tech review complete.

Planning Review

1. Technical Review Complete.
2. Hays County Development Services has determined this application as Approved. Formal ratification in the minutes of Commissioners Court will be required and is scheduled for November 7th, 2023.
3. Please prepare and deliver the Signature Plat (Record Plat) to Hays County Development Services. Once the necessary Hays County signatures are obtained on the Signature Plat, notification will be provided for pick-up and recording. A current Tax Certificate showing taxes paid will be required when recording the plat. Addressing will not take place until a full-size, to-scale, paper copy and PDF version of the Fully Signed and Recorded Plat have been provided to Hays County GIS & Addressing.

Transportation Review

1. Technical review is complete.

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,



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Colby Machacek

Planning Division

Hays County Development Services



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Commissioner Cohen

Agenda Item

PLN-1900-NP; Discussion and possible action regarding the ratification of Prairie Lakes Subdivision, Phase 2, Section 1, Final Plat. **COHEN/PACHECO**

Summary

Prairie Lakes Subdivision, Phase 2, Section 1, Final is a proposed subdivision plat consisting of 132 lots across 25.312 acres in Buda, located in the Niederwald extraterritorial jurisdiction, and in Commissioner Precinct 2.

Water utility will be provided by Goforth Special Utility District.

Wastewater utility will be provided by East Hays County MUD No. 1.

Attachments

Cover Letter

Plat

Location Map

Approval Letter



Hays County Commissioners Court Agenda Request

Meeting Date: November 7th, 2023

Requested By: Marcus Pacheco, Director

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Michelle Cohen, Precinct 2

AGENDA ITEM LANGUAGE:

PLN-1900-NP; Ratify the Approval of Prairie Lakes Subd., Phase 2, Section 1, Final

BACKGROUND/SUMMARY OF REQUEST:

- A) Prairie Lakes Subdivision, Phase 2, Section 1, Final is a proposed subdivision plat consisting of 132 lots across 25.312 acres in Buda, located in the Niederwald extraterritorial jurisdiction, and in Commissioner Precinct 2.
- B) Water utility will be provided by Goforth Special Utility District.
- C) Wastewater utility will be provided by East Hays County MUD No. 1.

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 in the Commissioners Court minutes based on staff recommendation.

Staff recommends Approval for the Prairie Lakes Subd., Phase 2, Section 1, Final.

ATTACHMENTS/EXHIBITS:

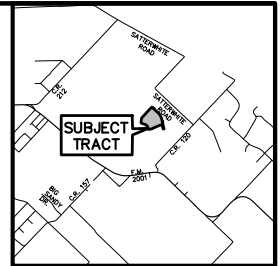
Plat

Location Map

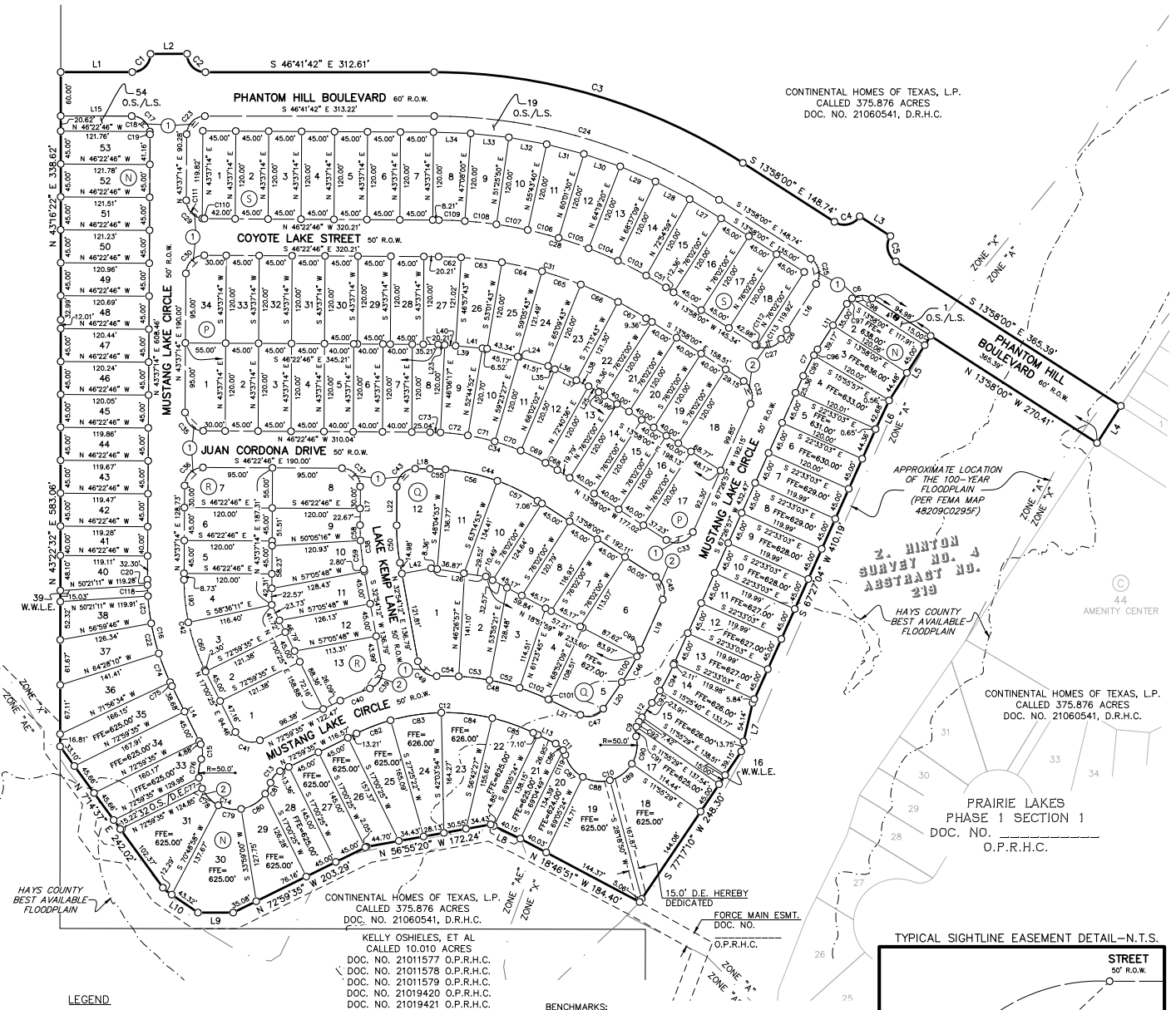
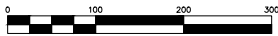
Application Approved Letter

BEARING BASIS:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE
COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD83. COMBINED
SCALE FACTOR = 1.00008676



VICINITY MAP
NOT TO SCALE



- LEGEND**
- D.E. DRAINAGE EASEMENT
 - DOC. DOCUMENT
 - D.R.H.C. DEED RECORDS OF HAYS COUNTY
 - NO. NUMBER
 - O.P.R.H.C. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY
 - O.S. OPEN SPACE
 - PG. PAGE
 - P.R.H.C. PLAT RECORDS OF HAYS COUNTY
 - R.O.W. RIGHT-OF-WAY
 - VOL. VOLUME
 - W.W.L.E. WASTEWATER LINE EASEMENT
 - [] RECORD INFORMATION, VOL. 247, PG. 512 D.R.H.C.
 - [] RECORD INFORMATION, TEXAS STATE HIGHWAY DEPARTMENT
 - [] FOUND 1/2" IRON ROD
 - [] (UNLESS OTHERWISE NOTED)
 - [] SET 1/2" IRON ROD W/ "BGE INC." CAP
 - [] SET 1/2" IRON ROD W/ "BGE INC. CONTROL" CAP SET IN CONCRETE
 - [] MINIMUM FINISHED FLOOR ELEVATION
 - ① TYPICAL SIGHTLINE EASEMENT (SEE TYPICAL DETAIL)
 - ② SIGHTLINE EASEMENT (SEE INDIVIDUAL DETAIL SHEET 2)

BENCHMARKS:

BENCHMARK #41 1/2" IRON ROD W/ "BGE INC. CONTROL" CAP
SET IN CONCRETE IN LOT 1, BLOCK N.
GRID NORTHING: 13,928,276.99
GRID EASTING: 2,358,235.81
ELEVATION: 634.84 FEET
NAVD-88

OWNERS: CONTINENTAL HOMES OF TEXAS, LP
ADDRESS: 10700 PECAN PARK BLVD, SUITE 400
AUSTIN, TEXAS 78750
PHONE:

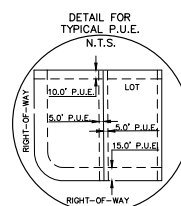
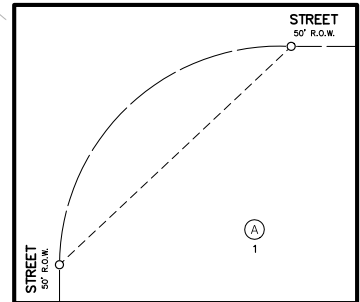
ACREAGE: 25.312 ACRES
SURVEY: Z. HINTON SURVEY, ABSTRACT NO. 219

NUMBER AND ACREAGE
BY LOT TYPE: RESIDENTIAL: 126 LOTS/17.531 ACRES
RIGHT-OF-WAY: 7.001 ACRES
OPEN SPACE/LANDSCAPE LOT: 3 LOTS/0.647 ACRES
OPEN SPACE/W.W.L.E.: 2 LOT/0.089 ACRE
OPEN SPACE/D.E.: 1 LOT/0.044 ACRE

PLAT PREPARED: 12/14/2021

SURVEYOR: BGE, INC. - JONATHAN O. NOBLES, RPLS
PHONE: (512) 879-0441
ENGINEER: BGE, INC. - RICHARD RYCHLIK, PE
PHONE: (512) 879-0460

TYPICAL SIGHTLINE EASEMENT DETAIL-N.T.S.



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

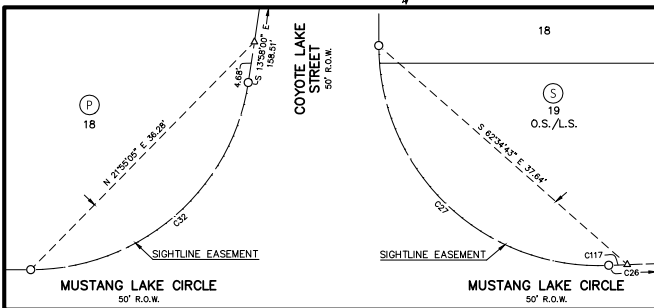
FINAL PLAT
PRAIRIE LAKES
PHASE 2, SECTION 1
A SUBDIVISION OF 25.312 ACRES OF LAND
LOCATED IN THE
Z. HINTON SURVEY, ABSTRACT NO. 219
HAYS COUNTY, TEXAS

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	25.00'	89°41'03"	39.13'	N 88°27'46" E	35.26'
C2	25.00'	90°18'57"	39.41'	S 1°32'14" E	35.45'
C3	780.00'	32°43'42"	445.55'	N 30°19'51" W	439.52'
C4	25.00'	90°00'00"	39.27'	S 58°58'00" E	35.36'
C5	25.00'	90°00'00"	39.27'	S 31°02'00" W	35.36'
C6	25.00'	90°00'00"	39.27'	N 58°58'00" W	35.36'
C7	275.00'	8°35'03"	41.20'	S 71°44'28" W	41.16'
C8	325.00'	10°37'34"	60.27'	N 72°45'44" E	60.19'
C9	25.00'	48°11'23"	21.03'	S 53°58'49" W	20.41'
C10	50.00'	17°23'39"	154.81'	S 61°25'02" E	99.97'
C11	25.00'	48°11'23"	21.03'	N 31°10'06" E	20.41'
C12	275.00'	52°04'59"	249.98'	N 46°57'05" W	241.46'
C13	25.00'	48°11'23"	21.03'	S 82°54'44" W	20.41'
C14	50.00'	186°22'46"	162.65'	S 27°59'35" E	99.85'
C15	25.00'	48°11'23"	21.03'	N 41°06'07" E	20.41'
C16	325.00'	26°36'49"	150.96'	S 30°18'50" W	149.61'
C17	25.00'	90°18'57"	39.41'	N 1°32'14" W	35.45'
C18	25.00'	81°28'10"	35.55'	N 5°57'37" W	32.63'
C19	25.00'	8°50'46"	3.86'	N 39°11'51" E	3.86'
C20	325.00'	1°19'42"	7.54'	S 42°57'23" W	7.53'
C21	325.00'	6°38'35"	37.68'	S 36°19'31" W	37.66'
C22	325.00'	7°28'24"	42.39'	S 29°16'02" W	42.36'
C23	25.00'	89°41'03"	39.13'	S 88°27'46" W	35.26'
C24	720.00'	32°43'42"	411.28'	N 30°19'51" W	405.71'
C25	25.00'	90°00'00"	39.27'	N 31°02'00" E	35.36'
C26	325.00'	2°35'34"	14.71'	S 74°44'13" W	14.71'
C27	25.00'	92°35'34"	40.40'	S 60°15'47" E	36.15'
C28	580.00'	32°24'46"	328.11'	N 30°10'23" W	323.75'
C29	25.00'	90°00'00"	39.27'	S 1°22'46" E	35.36'
C30	25.00'	90°00'00"	39.27'	S 88°37'14" W	35.36'
C31	530.00'	32°24'46"	299.83'	N 30°10'23" W	295.84'
C32	25.00'	81°24'57"	35.52'	N 26°44'28" E	32.61'
C33	25.00'	98°35'03"	43.02'	S 63°15'32" E	37.90'
C34	325.00'	32°24'46"	183.86'	N 30°10'23" W	181.41'
C35	25.00'	90°00'00"	39.27'	S 1°22'46" E	35.36'
C36	25.00'	90°00'00"	39.27'	S 88°37'14" W	35.36'
C37	25.00'	90°00'00"	39.27'	N 1°22'46" W	35.36'
C38	325.00'	10°43'02"	60.79'	S 38°15'43" W	60.70'
C39	25.00'	81°47'12"	35.69'	N 73°47'48" E	32.73'
C40	325.00'	7°40'59"	43.58'	N 69°09'05" W	43.55'
C41	25.00'	90°00'00"	39.27'	S 27°59'35" E	35.36'
C42	275.00'	26°36'49"	127.74'	S 30°18'50" W	126.59'
C43	25.00'	90°00'00"	39.27'	S 88°37'14" W	35.36'
C44	275.00'	32°24'46"	155.57'	N 30°10'23" W	153.50'
C45	25.00'	81°24'57"	35.52'	N 26°44'28" E	32.61'
C46	275.00'	10°37'34"	51.00'	N 72°45'44" E	50.93'
C47	25.00'	81°00'54"	35.35'	S 61°25'02" E	32.48'
C48	325.00'	27°58'25"	158.68'	N 34°53'48" W	157.10'
C49	25.00'	81°47'12"	35.69'	S 7°59'24" E	32.73'
C50	275.00'	10°43'02"	51.44'	S 38°15'43" W	51.36'
C51	580.00'	3°07'01"	31.55'	N 15°31'30" W	31.55'
C52	325.00'	7°28'24"	42.39'	N 32°20'27" W	42.36'
C53	325.00'	7°28'24"	42.39'	N 39°48'51" W	42.36'
C54	325.00'	51°19'57"	30.25'	N 48°13'02" W	30.24'
C55	275.00'	4°27'39"	21.41'	N 44°08'56" W	21.40'
C56	275.00'	15°10'00"	72.79'	N 34°20'07" W	72.58'
C57	275.00'	12°47'07"	61.37'	N 20°21'34" W	61.24'
C58	325.00'	3°42'30"	21.03'	S 41°45'59" W	21.03'
C59	325.00'	7°00'32"	39.76'	S 36°24'28" W	39.73'
C60	275.00'	14°23'24"	69.07'	S 24°12'07" W	68.89'

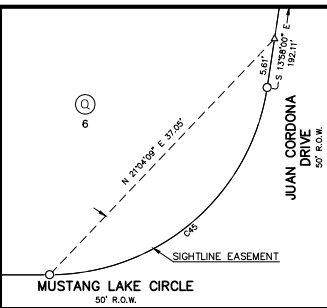
CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C61	275.00'	12°13'25"	58.67'	S 37°30'32" W	58.56'
C62	530.00'	3°20'29"	30.91'	N 44°42'31" W	30.90'
C63	530.00'	6°04'00"	56.12'	N 40°00'17" W	56.09'
C64	530.00'	6°04'00"	56.12'	N 33°56'17" W	56.09'
C65	530.00'	6°04'00"	56.12'	N 27°52'17" W	56.09'
C66	530.00'	6°04'00"	56.12'	N 21°48'17" W	56.09'
C67	530.00'	4°48'18"	44.45'	N 16°22'09" W	44.43'
C68	325.00'	3°21'24"	19.04'	N 15°38'42" W	19.04'
C69	325.00'	6°38'35"	37.68'	N 20°38'41" W	37.66'
C70	325.00'	6°38'35"	37.68'	N 27°17'16" W	37.66'
C71	325.00'	6°38'35"	37.68'	N 33°55'51" W	37.66'
C72	325.00'	6°38'35"	37.68'	N 40°34'25" W	37.66'
C73	325.00'	2°29'03"	14.09'	N 45°08'14" W	14.09'
C74	325.00'	7°28'24"	42.39'	S 21°47'38" W	42.36'
C75	325.00'	1°03'01"	5.96'	S 17°31'55" W	5.96'
C76	50.00'	29°47'13"	25.99'	S 50°18'11" W	25.70'
C77	50.00'	17°30'13"	15.27'	S 26°39'28" W	15.22'
C78	50.00'	37°05'24"	32.37'	S 0°38'20" E	31.80'
C79	50.00'	36°49'59"	32.14'	S 37°36'01" E	31.59'
C80	50.00'	46°00'05"	40.14'	S 79°01'03" E	39.07'
C81	50.00'	19°09'53"	16.72'	N 68°23'59" E	16.65'
C82	275.00'	10°24'57"	49.99'	N 67°47'06" W	49.92'
C83	275.00'	14°38'32"	70.28'	N 55°15'22" W	70.09'
C84	275.00'	14°38'32"	70.28'	N 40°36'49" W	70.09'
C85	275.00'	12°22'58"	59.43'	N 27°06'05" W	59.32'
C86	25.00'	31°48'55"	13.88'	N 5°00'08" W	13.70'
C87	50.00'	45°05'42"	39.35'	S 4°43'56" W	38.34'
C88	50.00'	43°52'16"	38.28'	S 39°45'02" E	37.36'
C89	50.00'	44°02'55"	38.44'	S 83°42'38" E	37.50'
C90	50.00'	44°22'46"	38.73'	N 52°04'31" E	37.77'
C91	25.00'	30°32'30"	13.33'	S 45°09'23" W	13.17'
C92	25.00'	17°38'53"	7.70'	S 69°15'04" W	7.67'
C93	325.00'	3°30'11"	19.87'	N 76°19'25" E	19.87'
C94	325.00'	7°07'23"	40.40'	N 71°00'38" E	40.38'
C95	275.00'	6°37'06"	31.77'	S 70°45'30" W	31.75'
C96	275.00'	1°57'58"	9.44'	S 75°03'01" W	9.44'
C97	25.00'	23°34'41"	10.29'	S 87°49'21" W	10.22'
C98	25.00'	66°25'19"	28.98'	N 47°10'39" W	27.39'
C99	275.00'	2°09'39"	10.37'	N 68°31'46" E	10.37'
C100	275.00'	8°27'55"	40.63'	N 73°50'33" E	40.59'
C101	325.00'	0°13'15"	1.25'	N 21°01'13" W	1.25'
C102	325.00'	7°28'24"	42.39'	N 24°52'03" W	42.36'
C103	580.00'	41°7'50"	43.50'	N 19°13'56" W	43.49'
C104	580.00'	41°7'50"	43.50'	N 23°31'45" W	43.49'
C105	580.00'	41°7'50"	43.50'	N 27°49'35" W	43.49'
C106	580.00'	41°7'50"	43.50'	N 32°07'25" W	43.49'
C107	580.00'	41°7'50"	43.50'	N 36°25'15" W	43.49'
C108	580.00'	41°7'50"	43.50'	N 40°43'05" W	43.49'
C109	580.00'	3°30'46"	35.56'	N 44°37'23" W	35.55'
C110	25.00'	6°53'32"	3.01'	S 42°56'00" E	3.01'
C111	25.00'	83°06'28"	36.26'	S 2°04'00" W	33.17'
C112	25.00'	4°37'28"	2.02'	S 16°16'44" W	2.02'
C113	25.00'	87°58'06"	38.38'	S 62°34'31" E	34.72'
C114	50.00'	30°15'35"	26.41'	N 2°46'35" E	26.10'
C115	50.00'	6°49'49"	5.96'	S 15°46'07" E	5.96'
C116	325.00'	1°56'30"	11.01'	N 66°16'51" W	11.01'
C117	325.00'	0°22'19"	2.11'	S 73°37'36" W	2.11'
C118	325.00'	2°38'34"	15.01'	S 40°58'10" W	15.00'
C119	25.00'	16°22'28"	7.14'	N 19°05'33" E	7.12'

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	S46°41'42"E	97.68'
L2	S47°00'39"E	50.00'
L3	S13°58'00"E	50.00'
L4	S76°02'00"W	60.00'
L5	S75°57'43"W	105.05'
L6	S68°43'50"W	43.32'
L7	S56°32'09"W	67.89'
L8	N20°54'36"W	45.00'
L9	S46°37'28"E	48.25'
L10	N12°21'43"W	55.61'
L11	S76°02'00"W	74.17'
L12	S78°04'31"W	31.33'
L13	N20°54'36"W	34.05'
L14	N17°00'25"E	88.56'
L15	N46°41'42"W	97.04'
L16	S76°02'00"W	74.17'
L17	S43°37'14"W	52.67'
L18	S46°22'46"E	20.04'
L19	S67°26'57"W	74.88'
L20	S78°04'31"W	44.51'
L21	N20°54'36"W	47.24'
L22	N43°37'14"E	52.67'
L23	N43°45'09"W	9.12'
L24	S31°58'35"E	1.83'
L25	N16°43'07"W	15.90'
L26	S37°58'54"E	75.59'
L27	N15°08'35"W	50.43'
L28	N19°13'56"W	52.49'
L29	N23°31'45"W	52.49'
L30	N27°49'35"W	52.49'
L31	N32°07'25"W	52.49'
L32	N36°25'15"W	52.49'
L33	N40°43'05"W	52.49'
L34	N44°54'19"W	51.12'
L35	N20°05'34"W	10.20'
L36	N20°05'34"W	43.34'
L37	S20°05'34"E	51.60'
L38	N20°05'34"W	18.46'
L39	S41°20'58"E	51.61'
L40	N41°20'58"W	14.78'
L41	N41°20'58"W	43.35'
L42	S57°05'48"E	40.65'

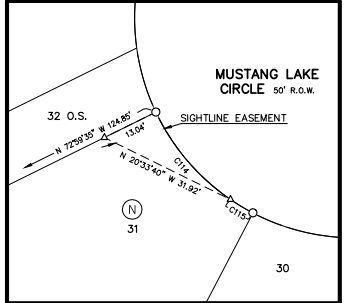
SIGHTLINE EASEMENT
DETAIL SCALE 1"=10'



SIGHTLINE EASEMENT
DETAIL SCALE 1"=10'



SIGHTLINE EASEMENT
DETAIL SCALE 1"=20'



FINAL PLAT
PRAIRIE LAKES
PHASE 2, SECTION 1
A SUBDIVISION OF 25.312 ACRES OF LAND
LOCATED IN THE
Z. HINTON SURVEY, ABSTRACT NO. 219
HAYS COUNTY, TEXAS

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	N	1,673
2	N	5,394
3	N	5,589
4	N	6,039
5	N	5,400
6	N	5,400
7	N	5,400
8	N	5,400
9	N	5,400
10	N	5,400
11	N	5,399
12	N	5,399
13	N	5,399
14	N	6,326
15	N	6,607
16	N	2,076
17	N	5,553
18	N	11,069
19	N	11,497
20	N	4,852
21	N	5,530
22	N	7,424
23	N	7,992
24	N	8,125
25	N	7,848
26	N	6,791
27	N	6,525
28	N	6,294
29	N	7,001
30	N	10,822
31	N	9,198
32	N	1,905
33	N	6,626
34	N	7,382
35	N	7,873

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
36	N	8,009
37	N	6,801
38	N	5,492
40	N	5,234
41	N	4,768
42	N	5,372
43	N	5,381
44	N	5,389
45	N	5,398
46	N	5,407
47	N	5,415
48	N	5,425
49	N	5,437
50	N	5,449
51	N	5,462
52	N	5,474
53	N	5,486
54	N	2,424

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	Q	9,878
2	Q	7,015
3	Q	6,073
4	Q	5,502
5	Q	8,264
6	Q	8,629
7	Q	5,175
8	Q	5,349
9	Q	5,522
10	Q	6,974
11	Q	7,467
12	Q	8,221

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	R	8,624
2	R	5,462
3	R	6,749
4	R	6,512
5	R	5,400
6	R	5,400
7	R	6,466
8	R	6,466
9	R	5,720
10	R	6,220
11	R	5,847
12	R	5,387
13	R	7,515

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	S	5,400
2	S	5,400
3	S	5,400
4	S	5,400
5	S	5,400
6	S	5,400
7	S	5,400
8	S	5,679
9	S	5,743
10	S	5,743
11	S	5,743
12	S	5,743
13	S	5,743
14	S	5,743
15	S	5,648
16	S	5,400
17	S	5,400
18	S	5,400
19	S	24,095

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	P	6,466
2	P	5,400
3	P	5,400
4	P	5,400
5	P	4,800
6	P	4,800
7	P	4,800
8	P	5,009
9	P	5,349
10	P	5,373
11	P	5,379
12	P	5,344
13	P	5,082
14	P	4,800
15	P	4,800
16	P	4,800
17	P	6,678
18	P	7,072
19	P	4,800
20	P	4,800
21	P	4,800
22	P	5,875
23	P	6,016
24	P	6,019
25	P	6,021
26	P	6,010
27	P	5,727
28	P	5,400
29	P	5,400
30	P	5,400
31	P	5,400
32	P	5,400
33	P	5,400
34	P	6,466

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	126	17.531 AC.
RIGHT-OF-WAY	—	7.001 AC.
OPEN SPACE/LANDSCAPE LOT	3	0.647 AC.
OPEN SPACE/W.W.L.E.	2	0.089 AC.
OPEN SPACE/DRAINAGE ESMT.	1	0.044AC.
TOTAL	132	25.312 AC.

STREET NAMES			
STREET	R.O.W. WIDTH	CENTERLINE LENGTH	CLASSIFICATION
MUSTANG LAKE CIRCLE	50 FT.	2,342 FT.	LOCAL
LAKE KEMP LANE	50 FT.	341 FT.	LOCAL
JUAN CORDONA DRIVE	50 FT.	765 FT.	LOCAL
COYOTE LAKE STREET	50 FT.	886 FT.	LOCAL
PHANTOM HILL BOULEVARD	60 FT.	1,550 FT.	MINOR COLLECTOR
TOTAL LINEAR FEET		8,075 FT.	

FINAL PLAT
PRAIRIE LAKES
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 TBPELS Licensed Surveying Firm No. 10106502

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT CONTINENTAL HOMES OF TEXAS, LP, ACTING HEREIN BY AND THROUGH JOHN SPARROW, ASSISTANT SECRETARY, BEING THE OWNER OF A CALLED 793.3 ACRE TRACT OF LAND AS CONVEYED TO THEM BY DEED RECORDED IN VOLUME 185, PAGE 391, AS DESCRIBED IN VOLUME 144, PAGE 27 AND A CALLED 201.80 ACRE TRACT OF LAND AS CONVEYED TO THEM IN VOLUME 263, PAGE 545, AND DESCRIBED IN VOLUME 247, PAGE 512, ALL OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 25.312 ACRES OF LAND OUT OF THE Z. HINTON SURVEY NO. 4, ABSTRACT NO. 219, AND THE J. ARMENDARIS SURVEY, ABSTRACT NO. 541, BOTH SITUATED IN HAYS COUNTY, TEXAS, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

PRAIRIE LAKES PHASE 2, SECTION 1

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE _____ DAY OF _____, 20____, A.D.

CONTINENTAL HOMES OF TEXAS, LP
10700 PECAN PARK BLVD. SUITE 400
AUSTIN, TEXAS 78750

BY: _____

NAME: JOHN SPARROW

TITLE: ASSISTANT SECRETARY

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOHN SPARROW, ASSISTANT SECRETARY, 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 EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

PRINT NOTARY'S NAME

MY COMMISSION EXPIRES _____

STATE OF TEXAS §
COUNTY OF HAYS §

I, RICHARD L. RYCHLIK, JR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

**PRELIMINARY PENDING
FINAL REVIEW**

RICHARD L. RYCHLIK, JR, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 123927
BSE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

DATE _____

I, JONATHAN O. NOBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

**PRELIMINARY. THIS DOCUMENT SHALL NOT
BE RECORDED FOR ANY PURPOSE AND
SHALL NOT BE USED OR VIEWED OR RELIED
UPON AS A FINAL SURVEY DOCUMENT**

JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BSE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

DATE _____

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

ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

PRAIRIE LAKES PHASE 2, SECTION 1 IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF GOFORTH SPECIAL UTILITY DISTRICT AND THE EAST HAYS COUNTY M.U.D. NO. 1. WATER AND WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE DISTRICT'S PUBLIC WATER AND WASTEWATER SYSTEM.

MARIO TOBIAS, GENERAL MANAGER
GOFORTH SPECIAL UTILITY DISTRICT

DATE _____

EAST HAYS COUNTY M.U.D. NO. 1

DATE _____

CITY OF NIEDERWALD

THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION.

APPROVED BY THE CITY OF NIEDERWALD FOR FILING AT THE OFFICE OF THE COUNTY CLERK OF HAYS COUNTY, TEXAS.

APPROVED BY: CITY COUNCIL, CITY OF NIEDERWALD, TEXAS

REYNELL SMITH
MAYOR, CITY OF NIEDERWALD

DATE _____

**FINAL PLAT
PRAIRIE LAKES
PHASE 2, SECTION 1**

A SUBDIVISION OF 25.312 ACRES OF LAND
LOCATED IN THE
Z. HINTON SURVEY, ABSTRACT NO. 219
HAYS COUNTY, TEXAS

GENERAL NOTES:

- THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF NIEDERWALD AND HAYS COUNTY.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE RECHARGE ZONE OR THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- THIS SUBDIVISION IS WITHIN UNSHADED ZONE "X" AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48209C0295F, REVISED SEPTEMBER 2, 2005.
- ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
- NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
- GREENBELT/DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- GAS IS PROVIDED BY _____.
- TELEPHONE/CABLE PROVIDED BY _____.
- ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
- WASTEWATER SERVICES ARE PROVIDED BY EAST HAYS COUNTY MUD #1.
- WATER IS PROVIDED BY GOFORTH SPECIAL UTILITY DISTRICT.
- ALL MAINTENANCE WITHIN THIS SUBDIVISION, OF EASEMENTS, DETENTION PONDS AND RIGHTS OF WAY TO THE PAVEMENT TO BE THE RESPONSIBILITY OF EAST HAYS COUNTY MUD #1.
- POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.
- POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPMENT CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
- THIS SUBDIVISION IS LOCATED IN HAYS COUNTY ESD 2 & 8.
- A FIFTEEN (15) FOOT P.U.E. IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW. A FIVE (5) FOOT P.U.E. IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE AND A TEN (10) FOOT P.U.E. IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES ON ALL LOTS.
- NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC OR PRIVATE ROADWAY UNLESS: (1) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751; AND, (2) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721.
- FRONT BUILDING SETBACK LINES SHALL BE TWENTY (20) FEET.
SIDE STREET BUILDING SETBACK LINES SHALL BE FIFTEEN (15) FEET.
SIDE BUILDING SETBACK LINES SHALL BE FIVE (5) FEET.
REAR BUILDING SETBACK LINES SHALL BE TEN (10) FEET.
- THIS PROPERTY IS LOCATED WITHIN THE PLUM CREEK GROUNDWATER CONSERVATION DISTRICT
- HAYS COUNTY IS NOT RESPONSIBLE FOR SIDEWALK MAINTENANCE. A FULLY EXECUTED LICENSE AGREEMENT MUST BE IN-PLACE PRIOR TO CONSTRUCTION OF SIDEWALKS WITHIN HAYS COUNTY ROW.

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 CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, A.D. 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER

AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____, WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 20____.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK ____M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN

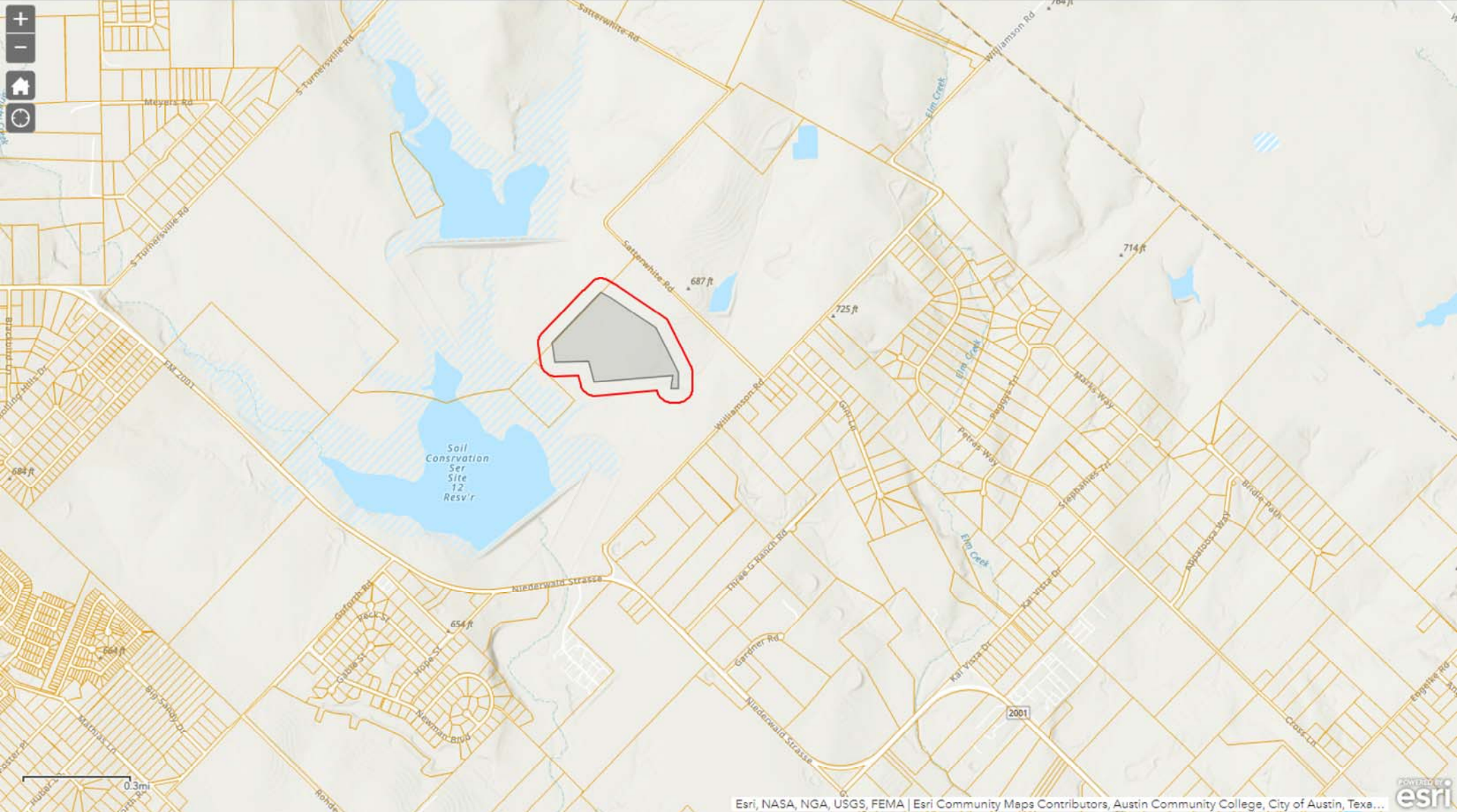
INSTRUMENT NUMBER _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____, A.D.

ELAINE H. CARDENAS, MBA, PhD
COUNTY CLERK
HAYS COUNTY, TEXAS



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502





Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Application Approved

Owner Information:

Continental Homes of Texas, L.P. ()

10700 Pecan Park Blvd., Suite 400, Austin TX 78750

Date: 10/30/2023

Project ID: PLN-1900-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.

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,

Colby Machacek

Planning Division

Hays County Development Services



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Commissioner Cohen

Agenda Item

PLN-2062-NP; Discussion and possible action regarding the ratification of Prairie Lakes Subdivision, Phase 2, Section 2, Final Plat. **COHEN/PACHECO**

Summary

Prairie Lakes Subdivision, Phase 2, Section 2, Final is a proposed subdivision plat consisting of 216 lots across 25.320 acres in Buda, located in the Niederwald extraterritorial jurisdiction, and in Commissioner Precinct 2.

Water utility will be provided by Goforth Special Utility District.

Wastewater utility will be provided by East Hays County MUD No. 1.

Attachments

Cover Letter

Plat

Location Map

Approval Letter



Hays County Commissioners Court Agenda Request

Meeting Date: November 7th, 2023

Requested By: Marcus Pacheco, Director

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Michelle Cohen, Precinct 2

AGENDA ITEM LANGUAGE:

PLN-2062-NP; Ratify the Approval of Prairie Lakes Subd., Phase 2, Section 2, Final

BACKGROUND/SUMMARY OF REQUEST:

- A) Prairie Lakes Subdivision, Phase 2, Section 2, Final is a proposed subdivision plat consisting of 216 lots across 25.320 acres in Buda, located in the Niederwald extraterritorial jurisdiction, and in Commissioner Precinct 2.
- B) Water utility will be provided by Goforth Special Utility District.
- C) Wastewater utility will be provided by East Hays County MUD No. 1.

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 in the Commissioners Court minutes based on staff recommendation.

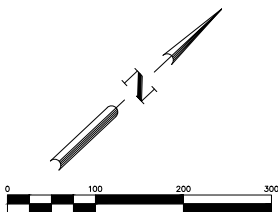
Staff recommends Approval for the Prairie Lakes Subd., Phase 2, Section 2, Final.

ATTACHMENTS/EXHIBITS:

Plat

Location Map

Application Approved Letter



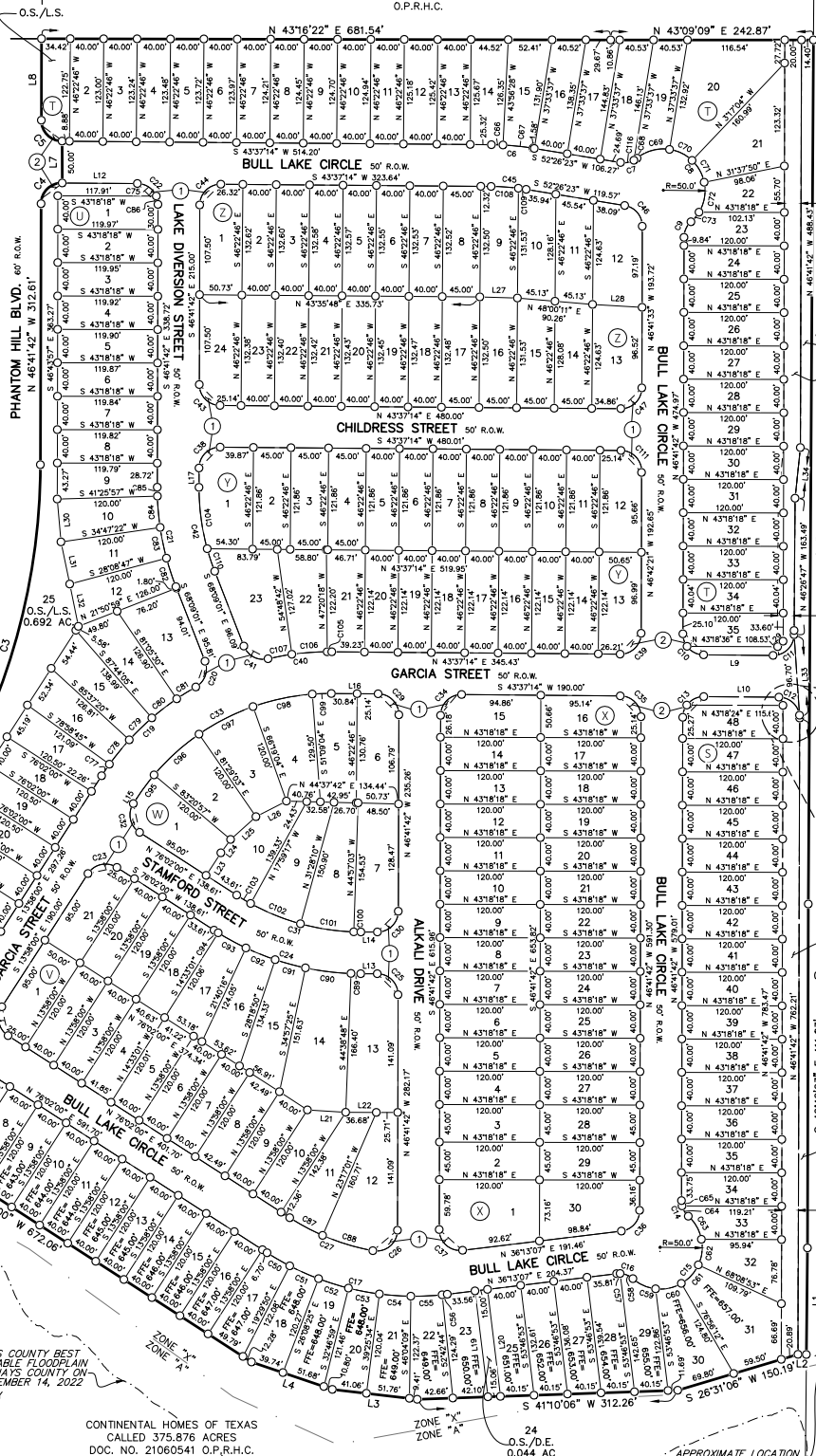
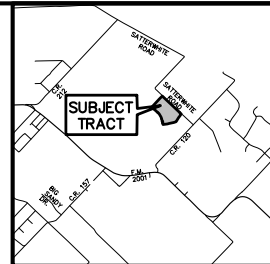
BEARING BASIS:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD83. COMBINED SCALE FACTOR = 1.00008676

PRAIRIE LAKES
PHASE 2 SECTION 1
DOC. NO. 21060541 O.P.R.H.C.

CONTINENTAL HOMES OF TEXAS
CALLED 375.876 ACRES
DOC. NO. 21060541 O.P.R.H.C.

DICIESEIS, LLC
CALLED 611.759 AC.
DOC. NO. 21060531
O.P.R.H.C.



20.0' P.E.C. ESMT. HEREBY DEDICATED

R.O.W. DEDICATION 0.473 AC

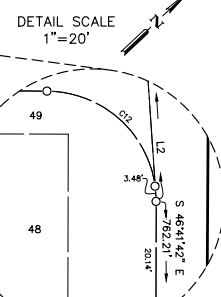
O.S./L.S. 0.329 AC

20.0' P.E.C. ESMT. HEREBY DEDICATED

O.S./L.S. 0.385 AC

R.O.W. DEDICATION 0.473 AC

20.0' P.E.C. ESMT. HEREBY DEDICATED



APPROXIMATE LOCATION OF THE 100-YEAR FLOODPLAIN (PER FEMA MAP 48209C0295F)

Z. HINTON SURVEY NO. 4 ABSTRACT NO. 219

- LEGEND**
- D.E. DRAINAGE EASEMENT
 - DOC. DOCUMENT
 - D.R.H.C. DEED RECORDS OF HAYS COUNTY
 - F.F.E. MINIMUM FINISHED FLOOR ELEVATION
 - L.S. LANDSCAPE
 - NO. NUMBER
 - O.P.R.H.C. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY
 - O.S. OPEN SPACE
 - PG. PAGE
 - P.R.H.C. PLAT RECORDS OF HAYS COUNTY
 - R.O.W. RIGHT-OF-WAY
 - VOL. VOLUME
 - [] RECORD INFORMATION, VOL. 247, PG. 512 D.R.H.C.
 - RECORD INFORMATION, TEXAS STATE HIGHWAY DEPARTMENT
 - FOUND 1/2" IRON ROD
 - (UNLESS OTHERWISE NOTED)
 - SET 1/2" IRON ROD W/ "BGE, INC." CAP
 - MINIMUM FINISHED FLOOR ELEVATION
 - ① SIGHTLINE EASEMENT HEREBY DEDICATED (SEE TYPICAL SIGHTLINE EASEMENT DETAIL)
 - ② SIGHTLINE EASEMENT HEREBY DEDICATED (SEE DETAILS SHEET 2)

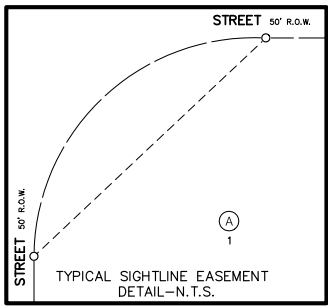
CONTINENTAL HOMES OF TEXAS
CALLED 375.876 ACRES
DOC. NO. 21060541 O.P.R.H.C.

OWNER: CONTINENTAL HOMES OF TEXAS, LP
ADDRESS: 10700 PECAN PARK BLVD, SUITE 400
AUSTIN, TEXAS 78750
PHONE:

ACREAGE: 35.961 ACRES
SURVEY: Z. HINTON SURVEY, ABSTRACT NO. 219

NUMBER AND ACREAGE BY LOT TYPE:
RESIDENTIAL: 212 LOTS/26.418 ACRES
RIGHT-OF-WAY: 7.502 ACRES
RIGHT-OF-WAY DEDICATION: 0.473 ACRES
OPEN SPACE/LANDSCAPE LOT: 5 LOTS/1.524 ACRES
OPEN SPACE/DRAINAGE EASEMENT: 1 LOT/0.044 ACRES

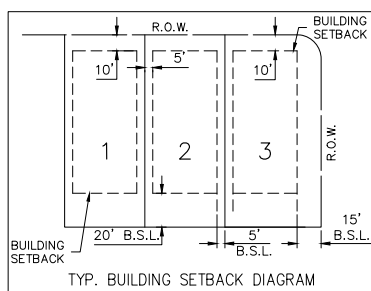
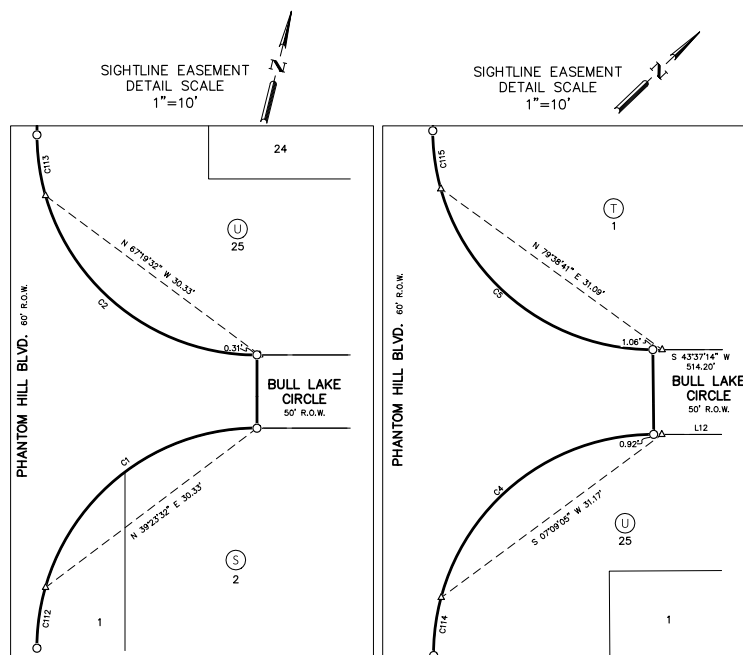
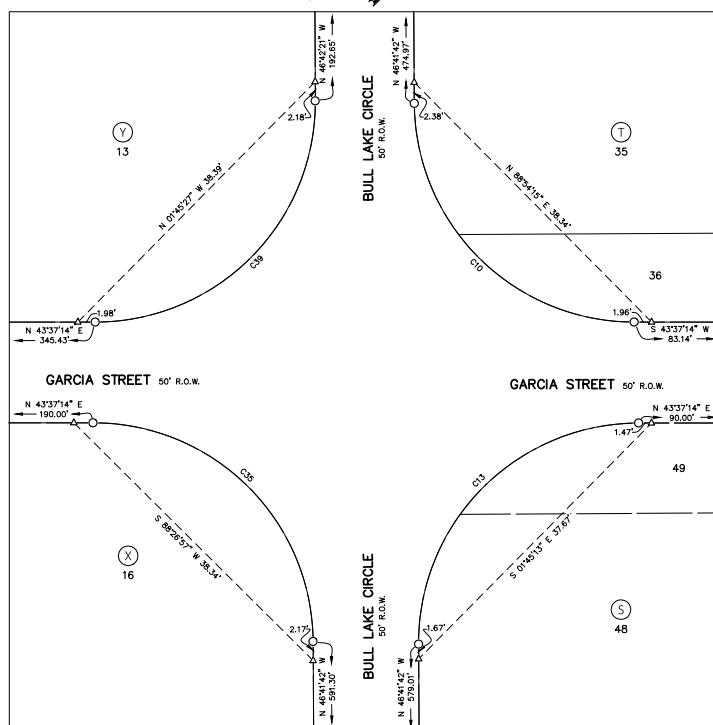
PLAT PREPARED: 10/18/2022
SURVEYOR: BGE, INC. - JONATHAN O. NOBLES, RPLS
PHONE: (512) 879-0441
ENGINEER: BGE, INC. - RICHARD RYCHLIK, PE
PHONE: (512) 879-0460



FINAL PLAT
PRAIRIE LAKES
PHASE 2, SECTION 2
A SUBDIVISION OF 35.961 ACRES OF LAND
LOCATED IN THE
Z. HINTON SURVEY, ABSTRACT NO. 219
HAYS COUNTY, TEXAS



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TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 101060502



A SUBDIVISION OF 35.961 ACRES OF LAND
LOCATED IN THE
Z. HINTON SURVEY, ABSTRACT NO. 219
HAYS COUNTY, TEXAS

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	S	1,090
2	S	4,776
3	S	4,800
4	S	4,800
5	S	4,800
6	S	4,800
7	S	4,800
8	S	4,800
9	S	4,800
10	S	4,800
11	S	4,800
12	S	4,800
13	S	4,800
14	S	4,800
15	S	4,800
16	S	4,800
17	S	5,293
18	S	5,451
19	S	5,375
20	S	5,416
21	S	5,393
22	S	5,533
23	S	5,143
24	S	1,927
25	S	5,235
26	S	5,374
27	S	5,512
28	S	5,650
29	S	5,289
30	S	6,856
31	S	9,131
32	S	5,245
33	S	4,251
34	S	4,798
35	S	4,800
36	S	4,800
37	S	4,800
38	S	4,800
39	S	4,800
40	S	4,800
41	S	4,800
42	S	4,800
43	S	4,800
44	S	4,800
45	S	4,800
46	S	4,800
47	S	4,800
48	S	4,777
49	S	16,766

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEE
1	T	4,048
2	T	4,915
3	T	4,925
4	T	4,934
5	T	4,944
6	T	4,954
7	T	4,964
8	T	4,973
9	T	4,983
10	T	4,993
11	T	5,002
12	T	5,012
13	T	5,022
14	T	5,264
15	T	5,779
16	T	5,405
17	T	5,663
18	T	5,899
19	T	5,437
20	T	11,811
21	T	8,179
22	T	4,422
23	T	4,596
24	T	4,800
25	T	4,800
26	T	4,800
27	T	4,800
28	T	4,800
29	T	4,800
30	T	4,800
31	T	4,800
32	T	4,800
33	T	4,800
34	T	4,805
35	T	4,761
36	T	14,311

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEE
1	Y	7,501
2	Y	5,484
3	Y	5,484
4	Y	5,484
5	Y	4,874
6	Y	4,874
7	Y	4,874
8	Y	4,874
9	Y	4,874
10	Y	4,874

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	U	4,793
2	U	4,798
3	U	4,797
4	U	4,796
5	U	4,795
6	U	4,794
7	U	4,793
8	U	4,792
9	U	4,948
10	U	5,331
11	U	5,331
12	U	5,456
13	U	7,363
14	U	6,086
15	U	6,002
16	U	5,535
17	U	5,074
18	U	4,820
19	U	4,820
20	U	4,820
21	U	4,820
22	U	4,820
23	U	4,820
24	U	4,819
25	U	30,156

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	Z	6,641
2	Z	5,304
3	Z	5,304
4	Z	5,303
5	Z	5,302
6	Z	5,302
7	Z	5,301
8	Z	5,963
9	Z	5,963
10	Z	5,846
11	Z	5,688
12	Z	7,080
13	Z	7,211
14	Z	5,686
15	Z	5,841
16	Z	5,941
17	Z	5,962
18	Z	5,299
19	Z	5,298
20	Z	5,298
21	Z	5,297

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	V	5,866
2	V	4,800
3	V	4,800
4	V	4,949
5	V	4,873
6	V	4,800
7	V	4,800
8	V	5,099
9	V	4,800
10	V	5,248
11	V	6,804
12	V	9,535
13	V	9,735
14	V	11,227
15	V	6,540
16	V	5,807
17	V	5,524
18	V	4,803
19	V	4,800
20	V	4,800
21	V	5,866

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	X	9,496
2	X	5,400
3	X	5,400
4	X	4,800
5	X	4,800
6	X	4,800
7	X	4,800
8	X	4,800
9	X	4,800
10	X	4,800
11	X	4,800
12	X	4,800
13	X	4,800
14	X	4,800
15	X	5,983
16	X	5,907
17	X	4,800
18	X	4,800
19	X	4,800
20	X	4,800
21	X	4,800
22	X	4,800
23	X	4,800
24	X	4,800
25	X	4,800

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	W	7,036
2	W	6,866
3	W	6,866
4	W	7,059
5	W	6,298
6	W	6,475
7	W	7,698
8	W	7,154
9	W	6,935
10	W	6,507

12	Y	5,999
13	Y	6,093
14	Y	4,886
15	Y	4,886
16	Y	4,886
17	Y	4,886
18	Y	4,886
19	Y	4,886
20	Y	4,886
21	Y	5,580
22	Y	6,257
23	Y	8,901

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	212	26.418 AC.
RIGHT-OF-WAY	-	7.502 AC.
RIGHT-OF-WAY DEDICATION	1	0.473 AC.
OPEN SPACE/LANDSCAPE LOT	5	1.524 AC.
OPEN SPACE/D.E.	1	0.044 AC.
TOTAL	218	35.961 AC.

STREET NAMES			
STREET	R.O.W. WIDTH	CENTERLINE LENGTH	CLASSIFICATION
ALKALI DRIVE	50 FT.	721 FT.	LOCAL
BULL LAKE CIRCLE	50 FT.	3049 FT.	LOCAL
CHILDRESS STREET	50 FT.	580 FT.	LOCAL
GARCIA STREET	50 FT.	1,206 FT.	LOCAL
LAKE DIVERSION STREET	50 FT.	643 FT.	LOCAL
STAMFORD STREET	50 FT.	430 FT.	LOCAL
TOTAL LINEAR FEET		6,629 FT.	



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CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	25.00'	90°00'00"	39.27'	S 31°02'00" W	35.36'
C2	25.00'	90°00'00"	39.27'	S 58°58'00" E	35.36'
C3	780.00'	32°43'42"	445.55'	N 30°19'51" W	439.52'
C4	25.00'	90°18'57"	39.41'	S 1°32'14" E	35.45'
C5	25.00'	89°41'03"	39.13'	N 88°27'46" E	35.26'
C6	325.00'	8°49'08"	50.02'	S 48°01'48" W	49.97'
C7	25.00'	48°11'23"	21.03'	N 28°20'41" E	20.41'
C8	50.00'	177°14'41"	154.68'	N 87°07'40" W	99.97'
C9	25.00'	48°11'23"	21.03'	S 22°36'01" E	20.41'
C10	25.00'	89°41'03"	39.13'	N 88°27'46" E	35.26'
C11	24.95'	90°04'11"	39.22'	N 1°32'14" W	35.30'
C12	25.00'	81°42'42"	35.65'	S 84°28'35" W	32.71'
C13	25.00'	90°18'57"	39.41'	S 1°32'14" E	35.45'
C14	25.00'	48°11'23"	21.03'	S 70°47'24" E	20.41'
C15	50.00'	179°17'35"	156.46'	N 51°41'18" W	100.00'
C16	25.00'	48°11'23"	21.03'	S 60°18'48" W	20.41'
C17	325.00'	39°48'53"	225.84'	N 56°07'34" E	221.33'
C18	25.00'	90°00'00"	39.27'	N 31°02'00" E	35.36'
C19	325.00'	27°36'11"	156.57'	S 0°09'54" E	155.06'
C20	25.00'	81°47'12"	35.69'	N 27°15'25" W	32.73'
C21	325.00'	21°30'16"	121.98'	S 57°26'50" E	121.27'
C22	25.00'	89°41'03"	39.13'	S 88°27'46" W	35.26'
C23	25.00'	90°00'00"	39.27'	S 31°02'00" W	35.36'
C24	325.00'	32°43'42"	185.65'	N 59°40'09" E	183.13'
C25	25.00'	90°00'00"	39.27'	S 88°18'18" W	35.36'
C26	25.00'	100°18'05"	43.76'	N 3°27'20" E	38.39'
C27	275.00'	22°25'37"	107.64'	N 64°49'11" E	106.96'
C28	25.00'	90°00'00"	39.27'	S 58°58'00" E	35.36'
C29	25.00'	89°41'03"	39.13'	S 88°27'46" W	35.26'
C30	25.00'	90°00'00"	39.27'	N 1°41'42" W	35.36'
C31	275.00'	32°43'42"	157.09'	N 59°40'09" E	154.96'
C32	25.00'	90°00'00"	39.27'	S 58°58'00" E	35.36'
C33	275.00'	57°35'14"	276.40'	S 14°49'37" W	264.91'
C34	25.00'	90°18'57"	39.41'	S 1°32'14" E	35.45'
C35	25.00'	89°41'03"	39.13'	S 88°27'46" W	35.26'
C36	25.00'	82°54'49"	36.18'	N 51°41'18" W	33.10'
C37	25.00'	97°05'11"	42.36'	N 84°45'42" E	37.47'
C38	25.00'	90°18'57"	39.41'	S 1°32'14" E	35.45'
C39	25.00'	90°20'14"	39.42'	N 1°32'53" W	35.46'
C40	325.00'	13°33'28"	76.90'	S 36°50'30" W	76.72'
C41	25.00'	81°47'12"	35.69'	N 70°57'23" E	32.73'
C42	275.00'	21°27'19"	102.98'	S 57°25'22" E	102.38'
C43	25.00'	89°41'03"	39.13'	N 88°27'46" E	35.26'
C44	25.00'	90°18'57"	39.41'	S 1°32'14" E	35.45'
C45	275.00'	8°49'08"	42.33'	S 48°01'48" W	42.29'
C46	25.00'	80°52'05"	35.29'	N 87°07'35" W	32.43'
C47	25.00'	90°18'47"	39.41'	N 1°32'09" W	35.45'
C48	25.00'	53°07'48"	23.18'	S 12°35'54" W	22.36'
C49	25.00'	36°52'12"	16.09'	S 57°35'54" W	15.81'
C50	325.00'	5°31'50"	31.37'	N 73°16'05" E	31.36'
C51	325.00'	6°38'35"	37.68'	N 67°10'53" E	37.66'
C52	325.00'	6°38'35"	37.68'	N 60°32'18" E	37.66'
C53	325.00'	6°38'35"	37.68'	N 53°53'43" E	37.66'
C54	325.00'	6°38'35"	37.68'	N 47°15'08" E	37.66'
C55	325.00'	6°38'35"	37.68'	N 40°36'34" E	37.66'
C56	325.00'	1°04'09"	6.06'	N 36°45'12" E	6.06'
C57	25.00'	9°39'04"	4.21'	S 41°02'39" W	4.21'
C58	25.00'	38°32'19"	16.82'	S 65°08'20" W	16.50'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C59	50.00'	34°38'41"	30.23'	N 67°05'10" E	29.77'
C60	50.00'	36°42'01"	32.03'	N 31°24'49" E	31.48'
C61	50.00'	34°54'55"	30.47'	N 4°23'39" W	30.00'
C62	50.00'	35°58'09"	31.39'	N 39°50'11" W	30.88'
C63	50.00'	37°03'50"	32.34'	N 76°21'10" W	31.78'
C64	25.00'	33°42'15"	14.71'	S 78°01'58" E	14.50'
C65	25.00'	14°29'08"	6.32'	S 53°56'17" E	6.30'
C66	325.00'	2°26'18"	13.83'	S 44°50'23" W	13.83'
C67	325.00'	6°22'50"	36.19'	S 49°14'57" W	36.17'
C68	25.00'	10°25'04"	4.55'	N 9°27'32" E	4.54'
C69	50.00'	47°30'54"	41.46'	S 28°00'27" W	40.29'
C70	50.00'	34°57'02"	30.50'	S 69°14'25" W	30.03'
C71	50.00'	34°54'55"	30.47'	N 75°49'37" W	30.00'
C72	50.00'	42°39'17"	37.22'	N 37°02'31" W	36.37'
C73	50.00'	17°12'34"	15.02'	N 7°06'36" W	14.96'
C74	25.00'	78°27'47"	34.24'	N 36°48'07" E	31.62'
C75	25.00'	66°06'22"	28.84'	S 76°40'25" W	27.27'
C76	25.00'	11°32'13"	5.03'	N 8°11'53" W	5.03'
C77	325.00'	2°56'45"	16.71'	S 12°29'37" E	16.71'
C78	325.00'	6°38'35"	37.68'	S 7°41'57" E	37.66'
C79	325.00'	6°38'35"	37.68'	S 1°03'22" E	37.66'
C80	325.00'	6°38'35"	37.68'	S 5°35'12" W	37.66'
C81	325.00'	4°43'42"	26.82'	S 11°16'21" W	26.81'
C82	325.00'	6°20'46"	36.00'	S 65°01'35" E	35.98'
C83	325.00'	6°38'34"	37.68'	S 58°31'55" E	37.66'
C84	325.00'	6°38'35"	37.68'	S 51°53'21" E	37.66'
C85	325.00'	1°52'21"	10.62'	S 47°37'53" E	10.62'
C86	25.00'	23°34'41"	10.29'	N 58°29'03" W	10.22'
C87	275.00'	9°19'01"	44.72'	N 71°22'29" E	44.67'
C88	275.00'	13°06'36"	62.92'	N 60°09'41" E	62.79'
C89	325.00'	2°02'54"	11.62'	N 44°19'45" E	11.62'
C90	325.00'	9°41'23"	54.96'	N 50°11'53" E	54.90'
C91	325.00'	6°38'35"	37.68'	N 58°21'52" E	37.66'
C92	325.00'	6°38'35"	37.68'	N 65°00'27" E	37.66'
C93	325.00'	6°40'55"	37.90'	N 71°40'12" E	37.88'
C94	325.00'	1°01'21"	5.80'	N 75°31'20" E	5.80'
C95	275.00'	7°18'57"	35.11'	S 10°18'31" E	35.09'
C96	275.00'	15°10'00"	72.79'	S 0°55'57" W	72.58'
C97	275.00'	15°10'00"	72.79'	S 16°05'57" W	72.58'
C98	275.00'	15°10'00"	72.79'	S 31°15'56" W	72.58'
C99	275.00'	4°46'18"	22.90'	S 41°14'05" W	22.90'
C100	275.00'	1°44'40"	8.37'	N 44°10'37" E	8.37'
C101	275.00'	13°28'53"	64.71'	N 51°47'24" E	64.56'
C102	275.00'	13°28'53"	64.71'	N 65°16'17" E	64.56'
C103	275.00'	4°01'17"	19.30'	N 74°01'22" E	19.30'
C104	275.00'	15°31'34"	74.52'	S 54°27'30" E	74.29'
C105	325.00'	0°57'32"	5.44'	S 43°08'28" W	5.44'
C106	325.00'	7°28'24"	42.39'	S 38°55'30" W	42.36'
C107	325.00'	5°07'32"	29.07'	S 32°37'32" W	29.06'
C108	275.00'	6°49'28"	32.76'	S 47°01'58" W	32.74'
C109	275.00'	1°59'40"	9.57'	S 51°26'33" W	9.57'
C110	275.00'	5°55'44"	28.46'	S 65°11'09" E	28.44'
C111	25.00'	92°45'31"	40.47'	N 90°00'00" W	36.20'
C112	25.00'	16°01'12"	6.99'	S 5°57'24" E	6.97'
C113	25.00'	16°01'12"	6.99'	S 21°58'36" E	6.97'
C114	25.00'	15°19'30"	6.69'	S 39°01'57" E	6.67'
C115	25.00'	15°16'05"	6.66'	S 54°19'45" E	6.64'
C116	25.00'	37°46'19"	16.48'	N 33°33'13" E	16.18'

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	S46°16'51"E	127.65'
L2	S43°43'09"W	10.11'
L3	S49°49'36"W	102.22'
L4	S61°50'57"W	102.22'
L5	N13°58'00"W	95.00'
L6	N13°58'00"W	50.00'
L7	N47°00'39"W	50.00'
L8	N46°41'42"W	97.68'
L9	S43°37'14"W	83.14'
L10	N43°37'14"E	90.00'
L11	S76°02'00"W	90.00'
L12	N43°37'14"E	90.00'
L13	S43°18'18"W	19.82'
L14	N43°18'18"E	19.82'
L15	S13°58'00"E	7.26'
L16	S43°37'14"W	55.98'
L17	S46°41'42"E	23.17'
L18	N13°58'00"W	115.00'
L19	N53°46'53"W	127.85'
L20	S53°46'53"E	129.15'
L21	S46°48'18"W	45.84'
L22	N43°18'18"E	62.39'
L23	S13°58'00"E	32.26'
L24	S10°18'31"E	19.78'
L25	S0°55'57"W	40.91'
L26	S16°05'57"W	40.91'
L27	N44°51'49"E	45.01'
L28	N46°29'14"E	59.41'
L29	S1°24'42"E	9.16'
L30	S51°53'31"E	51.57'
L31	S58°31'45"E	51.57'
L32	S58°27'56"E	51.63'
L33	N50°40'53"W	96.70'
L34	N40°48'01"W	60.90'

FINAL PLAT
PRAIRIE LAKES
PHASE 2, SECTION 2
 A SUBDIVISION OF 35.961 ACRES OF LAND
 LOCATED IN THE
 Z. HINTON SURVEY, ABSTRACT NO. 219
 HAYS COUNTY, TEXAS



BGE, Inc.
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 TBPELS Registration No. F-1046
 TBPELS Licensed Surveying Firm No. 10106502

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	S	1,090
2	S	4,776
3	S	4,800
4	S	4,800
5	S	4,800
6	S	4,800
7	S	4,800
8	S	4,800
9	S	4,800
10	S	4,800
11	S	4,800
12	S	4,800
13	S	4,800
14	S	4,800
15	S	4,800
16	S	4,800
17	S	5,293
18	S	5,451
19	S	5,375
20	S	5,416
21	S	5,393
22	S	5,533
23	S	5,143
24	S	1,927
25	S	5,235
26	S	5,374
27	S	5,512
28	S	5,650
29	S	5,289
30	S	6,856
31	S	9,131
32	S	5,245
33	S	4,251
34	S	4,798
35	S	4,800
36	S	4,800
37	S	4,800
38	S	4,800
39	S	4,800
40	S	4,800
41	S	4,800
42	S	4,800
43	S	4,800
44	S	4,800
45	S	4,800
46	S	4,800
47	S	4,800
48	S	4,777
49	S	16,766

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	W	7,036
2	W	6,866
3	W	6,866
4	W	7,059
5	W	6,298
6	W	6,475
7	W	7,698
8	W	7,154
9	W	6,935
10	W	6,507

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	T	4,048
2	T	4,915
3	T	4,925
4	T	4,934
5	T	4,944
6	T	4,954
7	T	4,964
8	T	4,973
9	T	4,983
10	T	4,993
11	T	5,002
12	T	5,012
13	T	5,022
14	T	5,264
15	T	5,779
16	T	5,405
17	T	5,663
18	T	5,899
19	T	5,437
20	T	11,811
21	T	8,179
22	T	4,422
23	T	4,596
24	T	4,800
25	T	4,800
26	T	4,800
27	T	4,800
28	T	4,800
29	T	4,800
30	T	4,800
31	T	4,800
32	T	4,800
33	T	4,800
34	T	4,805
35	T	4,761
36	T	14,311

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	Y	7,501
2	Y	5,484
3	Y	5,484
4	Y	5,484
5	Y	4,874
6	Y	4,874
7	Y	4,874
8	Y	4,874
9	Y	4,874
10	Y	4,874
11	Y	4,874
12	Y	5,999
13	Y	6,093
14	Y	4,886
15	Y	4,886
16	Y	4,886
17	Y	4,886
18	Y	4,886
19	Y	4,886
20	Y	4,886
21	Y	5,580
22	Y	6,257
23	Y	8,901

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	U	4,793
2	U	4,798
3	U	4,797
4	U	4,796
5	U	4,795
6	U	4,794
7	U	4,793
8	U	4,792
9	U	4,948
10	U	5,331
11	U	5,331
12	U	5,456
13	U	7,363
14	U	6,086
15	U	6,002
16	U	5,535
17	U	5,074
18	U	4,820
19	U	4,820
20	U	4,820
21	U	4,820
22	U	4,820
23	U	4,820
24	U	4,819
25	U	30,156

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	Z	6,641
2	Z	5,304
3	Z	5,304
4	Z	5,303
5	Z	5,302
6	Z	5,302
7	Z	5,301
8	Z	5,963
9	Z	5,963
10	Z	5,846
11	Z	5,688
12	Z	7,080
13	Z	7,211
14	Z	5,686
15	Z	5,841
16	Z	5,941
17	Z	5,962
18	Z	5,299
19	Z	5,298
20	Z	5,298
21	Z	5,297
22	Z	5,296
23	Z	5,296
24	Z	6,535

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	V	5,866
2	V	4,800
3	V	4,800
4	V	4,949
5	V	4,873
6	V	4,800
7	V	4,800
8	V	5,099
9	V	4,800
10	V	5,248
11	V	6,804
12	V	9,535
13	V	9,735
14	V	11,227
15	V	6,540
16	V	5,807
17	V	5,524
18	V	4,803
19	V	4,800
20	V	4,800
21	V	5,866

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	X	9,496
2	X	5,400
3	X	5,400
4	X	4,800
5	X	4,800
6	X	4,800
7	X	4,800
8	X	4,800
9	X	4,800
10	X	4,800
11	X	4,800
12	X	4,800
13	X	4,800
14	X	4,800
15	X	5,983
16	X	5,907
17	X	4,800
18	X	4,800
19	X	4,800
20	X	4,800
21	X	4,800
22	X	4,800
23	X	4,800
24	X	4,800
25	X	4,800
26	X	4,800
27	X	4,800
28	X	5,400
29	X	5,400
30	X	7,784

FINAL PLAT
PRAIRIE LAKES
PHASE 2, SECTION 2
 A SUBDIVISION OF 35.961 ACRES OF LAND
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STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT CONTINENTAL HOMES OF TEXAS, LP, ACTING HEREIN BY AND THROUGH JOHN SPARROW, PRESIDENT, BEING THE OWNER OF A CALLED 375.876 ACRE TRACT OF LAND AS CONVEYED TO THEM BY DEED RECORDED IN DOCUMENT NUMBER 21060541 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 35.961 ACRES OF LAND OUT OF THE Z. HINTON SURVEY NO. 4, ABSTRACT NO. 219, SITUATED IN HAYS COUNTY, TEXAS, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

PRAIRIE LAKES PHASE 2, SECTION 2

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE _____ DAY OF _____, 20____, A.D.

CONTINENTAL HOMES OF TEXAS, LP
10700 PECAN PARK BLVD. SUITE 400
AUSTIN, TEXAS 78750

BY: _____

NAME: JOHN SPARROW

TITLE: PRESIDENT

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOHN SPARROW, PRESIDENT, 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 EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

PRINT NOTARY'S NAME
MY COMMISSION EXPIRES _____

STATE OF TEXAS §
COUNTY OF HAYS §

I, RICHARD L. RYCHLIK, JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

**PRELIMINARY PENDING
FINAL REVIEW**

RICHARD L. RYCHLIK, JR., P.E.
LICENSED PROFESSIONAL ENGINEER NO. 123927
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

DATE _____

I, JONATHAN O. NOBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

**PRELIMINARY. THIS DOCUMENT SHALL NOT
BE RECORDED FOR ANY PURPOSE AND
SHALL NOT BE USED OR VIEWED OR RELIED
UPON AS A FINAL SURVEY DOCUMENT**

JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

DATE _____

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

ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

PRAIRIE LAKES PHASE 2, SECTION 2 IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF GOFORTH SPECIAL UTILITY DISTRICT AND THE EAST HAYS COUNTY M.U.D. NO. 1. WATER AND WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE DISTRICT'S PUBLIC WATER AND WASTEWATER SYSTEM.

MARIO TOBIAS, GENERAL MANAGER
GOFORTH SPECIAL UTILITY DISTRICT

DATE _____

EAST HAYS COUNTY M.U.D. NO. 1

DATE _____

CITY OF NIEDERWALD

THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION.

APPROVED BY THE CITY OF NIEDERWALD FOR FILING AT THE OFFICE OF THE COUNTY CLERK OF HAYS COUNTY, TEXAS.

APPROVED BY: CITY COUNCIL, CITY OF NIEDERWALD, TEXAS

REYNELL SMITH
MAYOR, CITY OF NIEDERWALD

DATE _____

FINAL PLAT PRAIRIE LAKES PHASE 2, SECTION 2

A SUBDIVISION OF 35.961 ACRES OF LAND
LOCATED IN THE
Z. HINTON SURVEY, ABSTRACT NO. 219
HAYS COUNTY, TEXAS

GENERAL NOTES:

- THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF NIEDERWALD AND HAYS COUNTY.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE RECHARGE ZONE OR THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- THIS SUBDIVISION IS WITHIN UNSHADED ZONE "X" AS DELINEATED ON THE FEMA EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48209C0295F, REVISED SEPTEMBER 2, 2005.
- ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
- NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
- GREENBELT/DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- GAS IS PROVIDED BY _____.
- TELEPHONE/CABLE PROVIDED BY _____.
- ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
- WASTEWATER SERVICES ARE PROVIDED BY EAST HAYS COUNTY MUD #1.
- WATER IS PROVIDED BY GOFORTH SPECIAL UTILITY DISTRICT.
- ALL MAINTENANCE WITHIN THIS SUBDIVISION, OF EASEMENTS, DETENTION PONDS AND RIGHTS OF WAY TO THE PAVEMENT TO BE THE RESPONSIBILITY OF EAST HAYS COUNTY MUD #1.
- POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.
- POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPMENT CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
- THIS SUBDIVISION IS LOCATED IN HAYS COUNTY ESD 2 & 8.
- A FIFTEEN (15) FOOT P.U.E. IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW, A FIVE (5) FOOT P.U.E. IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE AND A TEN (10) FOOT P.U.E. IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES ON ALL LOTS.
- NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC OR PRIVATE ROADWAY UNLESS: (1) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751; AND, (2) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721.
- ANY BUILDING SETBACKS NOT SHOWN SHALL CONFORM TO THE DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NUMBER _____.
- FRONT BUILDING SETBACK LINES SHALL BE TWENTY (20) FEET.
SIDE STREET BUILDING SETBACK LINES SHALL BE FIFTEEN (15) FEET.
SIDE BUILDING SETBACK LINES SHALL BE FIVE (5) FEET.
REAL BUILDING SETBACK LINES SHALL BE TEN (10) FEET.
- THIS PROPERTY IS LOCATED WITHIN THE PLUM CREEK GROUNDWATER CONSERVATION DISTRICT
- HAYS COUNTY IS NOT RESPONSIBLE FOR SIDEWALK MAINTENANCE. A FULLY EXECUTED LICENSE AGREEMENT MUST BE IN-PLACE PRIOR TO CONSTRUCTION OF SIDEWALKS WITHIN HAYS COUNTY ROW.

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 CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, A.D. 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER

AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____. WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 20____.

RUBEN BECERRA
COUNTY CLERK
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF

_____, 20____, A.D., AT _____ O'CLOCK ____M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN

INSTRUMENT NUMBER _____

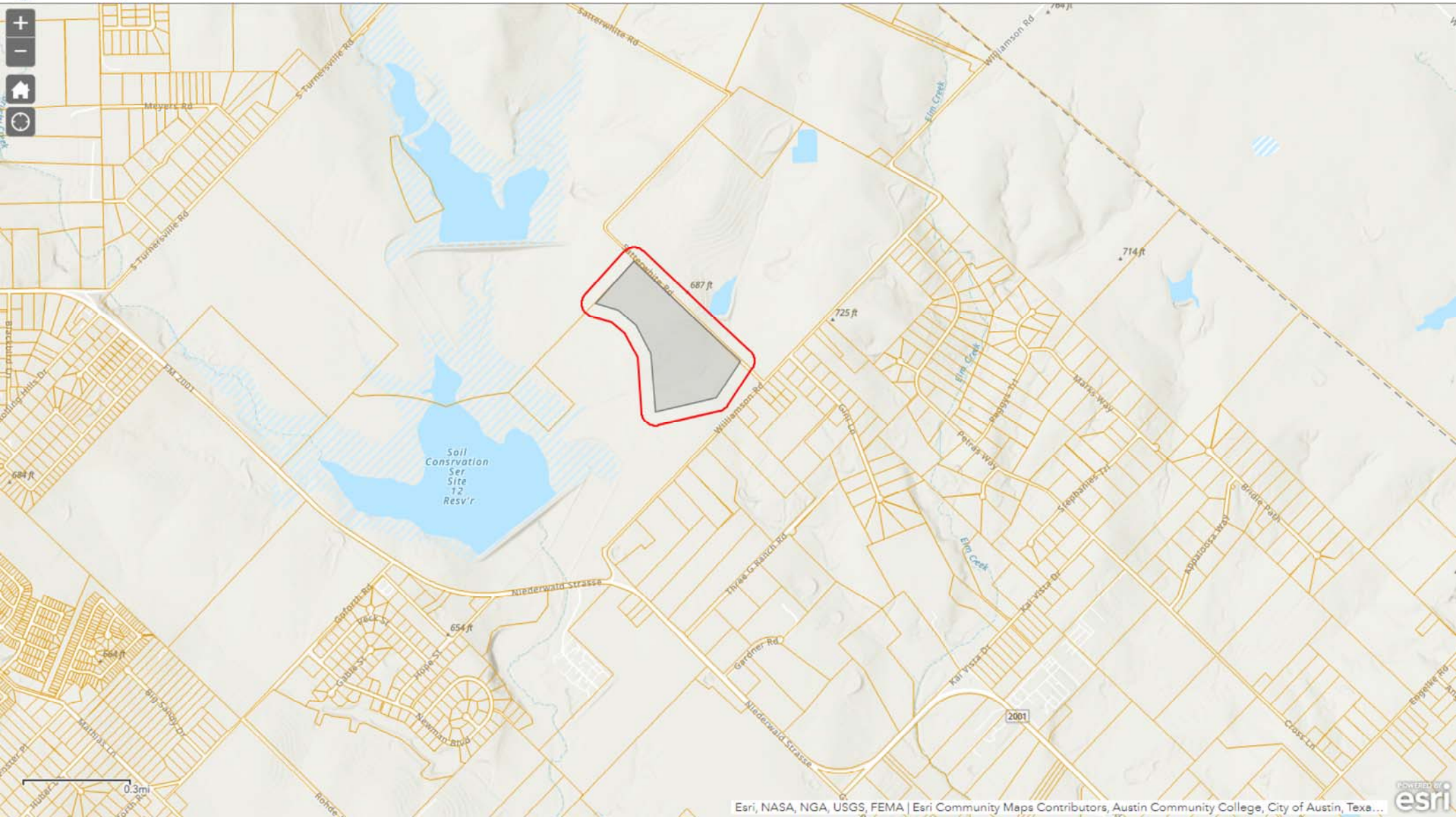
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF

_____, 20____, A.D.

ELAINE H. CARDENAS, MBA, PhD
COUNTY CLERK
HAYS COUNTY, TEXAS



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502





Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Application Approved

Owner Information:

Continental Homes of Texas, L.P. ()

10700 Pecan Park Blvd., Suite 400, Austin TX 78750

Date: 10/30/2023

Project ID: PLN-2062-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.

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,

Colby Machacek

Planning Division

Hays County Development Services



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the execution of Work Authorization #4 in the amount of \$136,930.73 between Hays County and Halff Associates, Inc. related to the 2020 Parks and Open Space Bond Program Master Services Agreement and amend the budget accordingly. **INGALSBE/T.CRUMLEY**

Summary:

Work Authorization #4 under RFQ 2021-Q04 would allow Halff Associates, Inc. and its project team to provide professional planning and design services for Hays County by preparing a conceptual master plan for Cape's Pond Park, located on Cape Street in San Marcos, Texas.

Fiscal Impact:

Amount Requested: \$136,930.73

Line Item Number:

Budget Office:

Source of Funds: Voter Approved Park Bond Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$136,931 - Increase Contract Services 154-800-97.5448

(\$136,931) - Decrease Project Contributions 154-800-97.5600

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Qualifications 2021-Q04, General Consultant for Program Management - Park Bond (8% increase)

Auditor's Office:

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Halff WA #4 - Cape's Park



October 30, 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 #4 (Cape's Park Pond planning and design services to prepare a master plan)

Dear Ms. Crumley,

Halff Associates Inc. is pleased to submit this proposal for Work Authorization #4 for support services for the Cape's Park Pond project for the above referenced project.

Per our understanding of the requirements, we propose the attached Scope of Services (Exhibit 'A'). The estimate is on an hourly not to exceed 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 read "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 4

This Work Authorization is made as of this 7th day of November, 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 planning and design services for the County by preparing a conceptual master plan for the Cape's Pond 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 November 8th, 2023 and continue until August 30th, 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 \$136,930.73, 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: October 30, 2023

EXHIBIT “A”
Scope of Professional Services
WORK AUTHORIZATION NO. 4 – CAPE’S POND PARK MASTER PLAN (43105.004)
Hays County, Texas

PURPOSE

The purpose of the services proposed herein is for Halff Associates, Inc. (HALFF) and its project team to provide professional planning and design services for Hays County (COUNTY) by preparing a conceptual master plan for Cape’s Pond Park, located on Cape Street, in San Marcos, Texas (property ID R11711).

PROJECT UNDERSTANDING

The site is 28.97 acres of undeveloped parkland located south of Cape’s Road, east of Luciano Flores Blvd, and north of the Texas Parks and Wildlife (TPWD) AE Wood State Fish Hatchery. The COUNTY approached HALFF to prepare a conceptual master plan for a park on the property. The final deliverables (digital) for this project will consist of a conceptual plan, accompanied by illustrations and a Budgetary Opinion of Probable Construction Costs. These materials, along with brief summaries of activities and feedback will be added to the Park Bond website (www.HaysParksBond.com). No report will be prepared with this Scope of Services.

The COUNTY currently has a budget of approximately \$5M for design and construction of the park.

A previous study was conducted by BGE, Inc. which analyzes flooding in the adjacent neighborhood (Wallace Addition) and proposes offsite drainage improvements within the limits of Cape’s Pond Park, including channels, wetlands, weirs, step pools, and an underground conduit to convey storm runoff. The conceptual master plan developed in this scope of work is to keep these proposed drainage improvements in mind and work around them. Proposed improvements in the conceptual master plan *may* include, but not be limited to: trails throughout and encompassing the entire property boundary, pedestrian bridges (including a connection to Stokes Park), amenities like fishing piers and/or boardwalks that cater to TPWD’s *Neighborhood Fishin’ Program*, an activity center that accommodates park staff and houses restrooms and vending opportunities (such as a bait shop), a playground, amenities that support swimming activities, and associated parking, driveways and sidewalks.

HALFF understands that groundwater and seep springs may be present on site. While HALFF will conduct a site visit within this scope of work to observe conditions and potential constraints on the development of the site, no environmental analysis nor study is provided by this scope of work and as such, HALFF cannot guarantee that final site design will not be affected by environmental discoveries from thorough environmental investigations. These investigations can be provided as an additional service to this scope of work.

PROJECT ASSUMPTIONS

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation. The COUNTY will supply existing and proposed available data related to the project site to HALFF, as available. Existing data to be provided shall consist of the following at a minimum:

1. **Existing Property Information** – boundary surveys, plats, deeds, easement information or any other existing or proposed property/right-of-way information related to the project area.

2. **Existing Utility Information** – as-built plans for all existing utilities located within the limits of the project site. Plans shall show all utilities including, but not limited to, water, sanitary sewer, storm sewer, water quality/detention facilities, or any utilities related to or associated with the project. The COUNTY will also provide any dry utility information (Bluebonnet Electric Cooperative, Center Point Energy, CenturyLink, Grande Communications, Pedernales Electric Cooperative, Spectrum/Time Warner Cable) for the project site.
3. **Other Applicable Information** – such as hydraulic/drainage reports, environmental reports, etc. that would be beneficial to the project.

Given the above stated purpose, understanding, and assumptions, HALFF will provide the following basic services per project phases listed once the COUNTY has issued an executed agreement and notice-to-proceed (NTP).

BASIC SERVICES

PHASE 1: PROJECT ADMINISTRATION

This phase will provide the following throughout the project duration:

- 1.1 HALFF team members working specifically on this work authorization will conduct administrative activities that may include but are not limited to: virtual meetings and/or phone calls with the COUNTY not accounted for below, internal quality assurance/quality control (QA/QC protocol), contract administration, invoicing, and progress reporting. The tasks in this phase will occur throughout the life of the project. These tasks do not include work being completed by Program Management team members working under Work Authorization #2 and no fee has been added for that.

PHASE 2: GENERAL PUBLIC ENGAGEMENT (CD&P)

In this phase, CD&P, working as a subconsultant to HALFF, will provide the following scope to support outreach for the Cape's Pond Park Master Plan. The goal of this outreach is to inform the community and adjacent property owners of the plan and benefits of the improvements and to gather feedback on the concepts produced by HALFF. The tasks in this phase will occur throughout the life of the project.

- 2.1 CD&P team members will conduct administrative activities that may include but are not limited to: invoicing and reporting (*up to 12 months*), coordination with HALFF, COUNTY, and project team (*up to 12*), participation in coordination meetings throughout the project to allow the Public Information (PI) team to keep current on project status and identify opportunities to engage or inform stakeholders of upcoming activities, milestones, or project status, attendance in team meetings (*up to 20*), and website management.

Website Management to include assistance with development of website content to share information on project progress and how to stay involved. Task and deliverables include:

- Public meeting materials and virtual participation (*up to 2*);
- General updates specific to this project (*up to 3*);

- Updates to graphics that may include maps, conceptual drawings, etc.

2.2 Public Meeting Promotion (*up to 2*). CD&P will work with the COUNTY Public Information Officer (PIO) to develop social media content and graphics to share on Hays County platforms. Tasks and deliverables include:

- Develop media releases (*up to 2*);
- Media coordination and responses ;
- Social media content and graphics;
- Email and mail notifications.

2.3 Public Meeting Planning & Facilitation (*up to 2*)

- CD&P will plan, develop materials for, and conduct 2 public meetings to share project information with the community and provide additional opportunities for sharing input.

2.4 Public Meeting Report

- CD&P will develop a public engagement report that will present the feedback received from this process. All feedback will be documented, vetted and incorporated into the final conceptual plan by HALFF.

2.5 Materials, Surveys & Exhibits (*up to 2 rounds*). CD&P will develop materials and utilize various tools to engage stakeholders and the community. Tasks and deliverables:

Media coordination and responses

- Handouts, flyers, fact sheet;
- Postcard or mailer (*up to 2*);
- Yard signs;
- Surveys for input on public meeting.

2.6 Stakeholder & Property Owner Communications (*up to 8 meetings and 20 correspondences*). CD&P will conduct up to 5 meetings with key stakeholders and property owners. Efforts will be made to reduce meeting redundancies and group stakeholders, when appropriate. Tasks and deliverables:

- Develop and maintain stakeholder database;
- Email updates (*up to 6*);
- Stakeholder outreach and responses to inquiries and calls;
- Stakeholder interviews (*up to 3, 2 hours each*);
- Neighborhood or community meetings (*up to 5*).

2.7 Presentation to Commissioners Court and COUNTY. The conceptual plan report and images will be presented to the Commissioners Court for feedback.

PHASE 3: SITE INVENTORY & ANALYSIS

This phase will include collecting all pertinent data applicable to the master planning process, including previous studies and relevant GIS data. A comprehensive site visit and photographic inventory will be performed as a precursor to any public input. This phase includes the following tasks.

- 3.1 Kick-off meeting.** HALFF will convene a virtual project kick-off meeting with COUNTY to discuss project goals, establish communications protocol, and discuss data and documentation needs for the project. *One, one-hour virtual meeting.*
- 3.2 Compile information.** HALFF will assemble a list of requested files and information and submit the list to the COUNTY's project administrator.
- 3.3 Prepare base map.** HALFF will prepare a preliminary base map of available site data. HALFF will use data provided by the COUNTY and current available LIDAR imagery and topography for base map. Existing tree canopy limits and critical site features will be located using high resolution aerial imagery on the base map. Design survey with tree canopy, topography and surface utilities are not included in this scope of services.
- 3.4 Analysis.** HALFF will research and assess surrounding land uses and transportation plans/studies (including bicycle and pedestrian connectivity opportunities).
- 3.5 Site visit.** HALFF will conduct a site visit with COUNTY staff to determine surrounding influences, establish site conditions critical to the project's development, and photograph existing conditions. *One, two-hour meeting at the project site.*
- 3.6 Photo inventory.** HALFF will prepare a photo inventory map and refine the base map to include critical site conditions, and opportunities and constraints identified during the site visit.

Phase 3 Deliverables: Digital PDF of base map and photo inventory.

PHASE 4: UNCOVERING THE COMMUNITY VISION

This phase includes public outreach to identify the community's vision for the future park development. Key person/stakeholder interviews, adjacent neighborhood outreach, and other public engagement to identify preferences and potential program elements (subject to site constraints) are included in this process. This phase includes the following tasks:

- 4.1 Outreach plan.** HALFF and CD&P will develop a public outreach plan with the COUNTY's project manager and communications department. Outreach plan to determine schedule, how the public will be reached, and what the public will be asked. *One, one-hour virtual meeting.*
- 4.2 Key person/stakeholder interviews.** In order to identify issues in advance of public engagement events, HALFF and CD&P will conduct key person/stakeholder interviews with persons/groups identified by the COUNTY, including, but not limited to, area homeowner associations, preservation groups, and COUNTY staff members. *Three, two-hour in-person meetings over the course of a single day.*

- 4.3 Online Survey ONE.** HALFF and CD&P will prepare a draft survey with questions designed to gain an understanding of how the community wants to use the park, what the community values, how those values may affect the programming and design of the park, and what programmatic park elements the community desires to see constructed. HALFF and CD&P will review the draft survey with the COUNTY and revise the survey based on feedback received. The survey is to be live at the time of the first public meeting and will close after an amount of time specified by the COUNTY before preliminary concepts are prepared. *One, one-hour virtual meeting.*
- 4.4 Prepare Public Meeting ONE materials.** HALFF and CD&P will develop up to twelve (12), 30"x42" draft meeting boards to be printed and displayed at Public Meeting ONE to explain the anticipated results of this scope of work, illustrate the schedule of work to be completed, and prompt meeting attendees with questions designed to determine values and programmatic elements the community desires to be included in the park plan. HALFF and CD&P will review the draft boards with COUNTY staff and revise the boards based on feedback received. *One, one-hour virtual meeting.*
- 4.5 Public Meeting ONE.** The purpose of Public Meeting ONE is to develop a community vision. HALFF and CD&P will print the revised boards and attend the meeting. The meeting is to be an open house style public meeting in which meeting attendees may come and go at their leisure within the specified meeting time. No formal presentation is to be conducted. HALFF will provide three (3) staff members to help set up the meeting, communicate with attendees, and explain the process. HALFF will also provide sign-in sheets, instructions to access the online survey, and two (2) electronic tablets with which attendees may complete the online survey. *One, three-hour in-person meeting.*

Phase 4 Deliverables: *Digital PDF of survey and boards, as well as one (1) copy of each board to be displayed at Public Meeting One (12 boards maximum).*

PHASE 5: PARK MASTER PLANNING & CONSENSUS BUILDING

This phase includes preparation of potential alternatives for the future layout and programmatic configuration of Cape's Pond Park. The alternatives will be presented to the public for comment and feedback. Community preferences will be compiled to determine the preferred vision for the park. This phase includes the following tasks:

- 5.1 Preliminary conceptual master plans.** Based on public feedback received in Phase 4, HALFF will develop two (2) preliminary conceptual master plans delineating overall character and image of the park based on the community vision for the park. HALFF will review the preliminary concepts with COUNTY staff, and revise the concepts based on feedback received. *One, one-hour virtual meeting.*
- 5.2 Online Survey TWO.** HALFF and CD&P will prepare a draft survey with questions designed to gain an understanding of which of the two preliminary conceptual master plans the community prefers, and if any programmatic elements are missing which need to be included in the final conceptual master plan. HALFF and CD&P will review the draft survey with the COUNTY and revise the survey based on feedback received. *One, one-hour virtual meeting.*
- 5.3 Prepare Public Meeting TWO materials.** HALFF and CD&P will develop up to eight (8), 30"x42" draft meeting boards to be printed and displayed at Public Meeting TWO to explain the anticipated results of this scope of work, illustrate the schedule of work completed and remaining work to be completed, recap findings from Public Meeting ONE, and prompt meeting attendees with questions designed to

determine which of the two conceptual master plans the public prefers. HALFF and CD&P will review the draft boards with COUNTY staff and revise the boards based on feedback received. *One, one-hour virtual meeting.*

- 5.4 Public Meeting TWO.** The purpose of Public Meeting TWO is to determine which of the two preliminary conceptual plans the public prefers. HALFF and CD&P will print the revised boards and attend the meeting. The meeting is to be an open house style public meeting in which meeting attendees may come and go at their leisure within the specified meeting time. HALFF will provide three (3) staff members to help set up the meeting, communicate with attendees, and explain the process. HALFF will also provide sign-in sheets, instructions to access the online survey, and two (2) electronic tablets with which attendees may complete the online survey. *One, three-hour in-person meeting.*

Phase 5 Deliverables: *Digital PDF of survey and boards, as well as one (1) copy of each board to be displayed at Public Meeting TWO (8 boards maximum).*

PHASE 6: FINAL CONCEPTUAL MASTER PLAN & ADOPTION

This phase includes the development of a final conceptual master plan that will be presented to the public at a third public meeting for final comment and feedback. Final revisions to the conceptual master plan will be completed and presented to COUNTY Commissioners Court after review by COUNTY staff. This phase includes the following tasks:

- 6.1 Final conceptual master plan.** Based on public feedback received in Phase 5, HALFF will develop one (1) rendered final conceptual master plan delineating overall character and image of the park based on the community vision for the park, four (4) perspective renderings (2 birds eye, 2 ground level) to help illustrate the vision, and an opinion of probable construction costs (OPCC). HALFF will review the final concept, renderings, and OPCC with COUNTY staff, and revise the concept and renderings based on feedback received. *Two, one-hour virtual meetings.*
- 6.4 Commissioners Court.** HALFF and CD&P will attend one Commissioners Court Meeting and deliver a presentation summarizing the public engagement process by which the final conceptual master plan was developed, and present the final conceptual master plan and renderings for review and adoption/approval. *One, in-person meeting.*

SCHEDULE

Upon receipt of a fully executed contract, HALFF shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the COUNTY is to be regularly and routinely consulted in connection with the performance hereunder.

ADDITIONAL SERVICES

The following services are not included in the proposed basic services. HALFF can provide services list at the request of the COUNTY. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate, as needed. Items that are considered additional services include:

1. Graphic products and marketing material other than indicated in basic services.
2. Booklets or reports.
3. Soil testing/Geo-technical services.
4. Any survey or utility locating related tasks.
5. Bidding assistance or construction phase services.
6. Permit or filing fees.
7. Waivers from local municipality.
8. Design or rendering of areas outside the limits of the project site.
9. Revisions to the concepts beyond any revisions listed above.
10. Any redesign due to changes required in the event additional laws, regulations, or policies are promulgated by governmental agencies subsequent to the date of this agreement.
11. Printing of renderings.
12. Any additional work not specifically included in the basic services of this proposal.

EXHIBIT "B"
Basis of Compensation
WORK AUTHORIZATION NO. 4 – CAPE'S POND PARK MASTER PLAN (43105.004)
Hays County, Texas

Basic Services as described in Attachment 'A' will be provided for a total lump sum fee of \$136,930.73. The overall fee total shown will not be exceeded without prior written authorization by the COUNTY.

Reimbursable Expenses of \$5,675.00 shall include expenses for supplies, equipment, transportation and travel, printing of plans, presentation boards, graphic boards and similar incidentals. Proof of reimbursable expenses shall be provided to the COUNTY with the respective invoice.

Payment for total services as described in Attachment 'A' will be invoiced to the COUNTY on a monthly basis, based upon a percentage of completed tasks. Below is a cost breakdown of the Basic Services:

PHASE FEE		
Phase 1: PROJECT ADMINISTRATION	\$	5,964.30
Phase 2: GENERAL PUBLIC ENGAGEMENT	\$	68,601.83
Phase 3: SITE INVENTORY & ANALYSIS	\$	8,067.45
Phase 4: UNCOVERING THE COMMUNITY VISION	\$	12,947.06
Phase 5: PARK MASTER PLANNING & CONSENSUS BUILDING	\$	14,000.50
Phase 6: FINAL CONCEPTUAL MASTER PLAN & ADOPTION	\$	21,674.59
Subtotal Professional Services	\$	135,190.82
Reimbursable Expenses (Allowance)	\$	5,675.00
Total	\$	136,930.73



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

T. Crumley

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Cohen

Agenda Item

Discussion and possible action to change the name of the Hays County Local Health Department to Hays County Health Department. **INGALSBIE/COHEN/T.CRUMLEY**

Summary

The Director of the Hays County Local Health Department/Countywide Operations requesting to change the department name to Hays County Health Department. Throughout the last several decades the department has been associated with different names, including City of San Marcos-Hays County Health Department, Hays County Personal Health Department, Hays Public Health and most recently Hays County Local Health Department. Removing the word "Local" would simplify the department title and make it easier to brand, market and communicate to the public. This nomenclature also follows other county health department titles across the state. The health equity and community outreach team is ready to communicate the updated name with partners and the public.



AGENDA ITEM REQUEST FORM: K. 3.

Hays County Commissioners Court

Date: 11/07/2023

Requested By:

CUTLER

Sponsor:

Commissioner Cohen

Agenda Item

Discussion and possible action to adopt a resolution supporting the initiative of Hays Consolidated Independent School District in providing an armed security officer at each district campus. **COHEN/CUTLER**

Summary

New legislation, including HB 3, has required school districts to reevaluate the number of armed security officers for each campus, requiring a minimum of at least one such officer at each district campus.

Attachments

HCISD SRO Resolution



**A RESOLUTION OF THE COMMISSIONERS COURT OF HAYS
COUNTY, TEXAS SUPPORTING THE INITIATIVE OF HAYS
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT IN
PROVIDING AN ARMED SECURITY OFFICER AT
EACH DISTRICT CAMPUS**

WHEREAS, the Hays County Commissioners Court (the “County”), through an Interlocal Cooperation Agreement with the Hays Consolidated Independent School District (the “HCISD”) and in cooperation with the Hays County Sheriff’s Office (the “HCSO”), provide school resource officers (“SROs”) for law enforcement services for HCISD; and

WHEREAS, the mission of the SRO program is to place community law enforcement officers in the HCISD campuses to build working relationships with schools, students, and parents; to address on-site security; to maintain safe schools; to serve as positive role-models for students; and to provide a direct link with the HCSO; and

WHEREAS, new legislation, including HB 3 (codified in Chapter 37 of the Texas Education Code), has required school districts to reevaluate the number of armed security officers for each campus, requiring a minimum of at least one such officer at each district campus; and

WHEREAS, the County, the HCSO, and the HCISD are working on adequate funding mechanisms and a corresponding implementation plan for approximately fifteen (15) additional SROs for the HCISD campuses; and

WHEREAS, the HCISD and the HCSO envision implementing a phase-in approach to providing such additional SROs as funding is allocated for the positions; and

WHEREAS, the County and the HCSO remain fully committed to assisting the HCISD with their safety and security of each district campus.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS COURT OF HAYS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, THAT:

Hays County supports the safety and security of students and staff and HCISD district campuses and remains committed to assist the HCSO in funding and providing additional SROs to carry out such security measures.

PASSED AND APPROVED this the 7th day of November, 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
Hays County Clerk



AGENDA ITEM REQUEST FORM: K. 4.

Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Miller

Sponsor:

Commissioner Cohen

Agenda Item

Discussion and possible action to implement the proposed Hays County Intern Program guidelines. COHEN/MILLER

Summary

Establish guidelines for the Hays County Intern Program.

Attachments

Intern Program Guidelines



HAYS COUNTY INTERN PROGRAM

Statement of Purpose

The Hays County Intern Program began in FY2017 and has included the development of professional relationships with academic departments at Texas State University and other higher level educational entities. The intern placement program assists Department Heads in identifying intern placements that fulfill the following goals: **1)** provide a “real world” learning opportunity for the intern, **2)** provide assistance with “real work” and special projects, **3)** align work experiences with educational goals, and **4)** assists in the identification of individuals who are qualified candidates to transition into full-time employment with Hays County.

Interns can be paid or unpaid. There is a limited county budget managed by Human Resources for intern wages. Requests for intern funding shall be made from the Department Head to the Human Resources Director and include a developed job description and needs statement for the intern(s).

Qualifications

The Human Resources Department will process placement requests using the following criteria:

- 1) Interns may not be paid from any other source for their work with Hays County;
- 2) Interns may receive class credit or receive pay from Hays County
- 3) Interns must be enrolled in a school of higher education or recently graduated;
- 4) Interns must pass a background check and must be qualified through the Hays County Human Resources Department prior to starting employment;
- 5) Interns shall work up to 20 hours per week, unless specifically arranged with the higher education administrator or faculty member and Hays County Human Resources Director to fulfill educational requirements;
- 6) Department Heads must provide the Human Resources Department, prior to the commencement of work performed by an intern, with a specific needs request and a description of the work to be performed in the form of a job description, and the length of internship requested (usually per semester);
- 7) Pay will be up to \$14.00 per hour, as established by the available budgeted funds and Human Resources, and as approved by Commissioners Court;
- 8) Hays County is committed to an inclusive work environment that provides equal opportunity and access to all qualified persons. To the extent not in conflict with federal or state law, this internship program prohibits discrimination or harassment based on race, color, national origin, age, sex, religion, disability, veterans’ status, sexual orientation, gender identity, or gender expression.

Adopted November 7, 2023



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to approve the creation, bylaws, and structure for the Hays County Judicial Services Board, restructure the Pretrial Services Department as the Judicial Services Department, and appoint Commissioner Cohen to replace Commissioner Shell as a non-voting member on the Hays County Judicial Services Board. **SHELL**

Summary:

The pretrial services subcommittee was initially formed by the Hays County Criminal Justice Coordinating Commission in 2019. The subcommittee worked on the creation of a pretrial services department, which would transfer pretrial supervision responsibilities previously handled by Adult Probation (Community Supervision and Corrections Department). Recommendations were made to the Commissioners Court resulting in the creation of the Pretrial Services Department and hiring of a Director and staff. Representatives of the Courts, District Attorney's office, Commissioners Court, Sheriff's office, Community Supervision and Corrections Department (Adult Probation) and the Pretrial Services Department have recommended a structure for the pretrial services department, including a name change to the Judicial Services Department, and the formal creation of the Hays County Judicial Services Board. The recommended bylaws for the proposed Board are attached.

Fiscal Impact:

Amount Requested: N/A

Line Item Number: N/A

Budget Office:

Source of Funds: N/A

Budget Amendment Required Y/N?: N/A

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?: N/A

Comments:

Attachments

Judicial Services Bylaws

Bylaws for the Hays County Judicial Services Governing Board

Article I: Authority and Name

The name of this body is the Hays County Judicial Services Governing Board which was established by the Hays County Commissioner's Court and shall be referred to hereinafter as "the Board."

Article II: Purpose

The Board is committed to serving as the planning and advisory body for the Judicial Services Department system in Hays County. Using resources and expertise from the criminal justice field to identify issues in public safety and then promptly advise Hays County Judicial Services on Board approved measures and what is deemed best practices that align with the Judicial Services' goal of best serving the community.

Mission

To assist the Judicial Services Department with its administration of justice and to promote community safety by working collaboratively, ensuring fairness and equality in the court and pretrial process, providing options on how to handle a variety of situations that may arise, and empowering defendants with the resources necessary to successfully comply with court requirements.

The Objectives of the Board are:

Provide policy and advice for operational objectives, approve programs and services, and creates and set budget recommendations to Judicial Services and the Commissioner's Court:

1. To recommend ideas for improving the efficiency of our public safety partners.
2. To promote fairness, accountability, and the rule of law.
3. To assess local criminal justice data and collaborate with agencies, experts, and community service providers.
4. To pursue efforts that reduce recidivism through improved programs and services.
5. To look for opportunities for justice reinvestment (recapturing dollars).
6. To direct Judicial Services resources to address Mental Health issues in the Criminal Justice community.

Article III: Members

Voting Members

Voting Members of the Board are members based on the position they hold within the County. For those members representing a governing body judicial branch, the body or group they represent determines who will serve on the Board and for what term.

Members may designate one staff person from their office to represent them and vote at Board meetings. Any member wishing to appoint a designee is to identify the designee in written

correspondence addressed to the Chair of the Board. Designees can only be changed by notifying the Chair in writing.

The business and affairs of the Board shall be managed by the voting members of the Board of Directors who shall be active members of the Board. All policy-making powers of the Board shall be vested in the voting members of the Board, including, but not limited to, the adoption of resolutions, obligating the Board to perform any services or pay for any services including, but not limited to, contracting for support services for the Board.

The Executive Board Voting Members shall consist of:

- District Court Administrative Judge
- County Court at Law Administrative Judge
- Director of Judicial Services
- Chief Magistrate Judge
- Director of CSCD Hays County

Non-Voting Members

Each office represented by a non-voting member may select additional member(s) to represent their office at Board meetings. These non-voting members may participate in board discussions and initiatives; however, they will not be allowed to vote.

- District Attorney
- Sheriff
- Commissioners Court Representative
- Commissioners Court Representative

Article IV: Meetings

Regular Meetings

The group shall meet a minimum of one meeting, each calendar year.

Special Meetings

The Chair of the Board may convene a special meeting and prepare an agenda for the special meeting. Written notice must be served at least 48 hours in advance.

Quorum

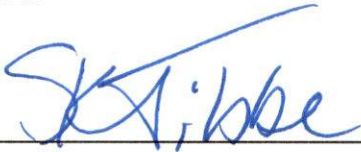
A quorum is 3 or more voting members of the Board. Action may be taken by a majority of the quorum present at a meeting.

Article V: Committees

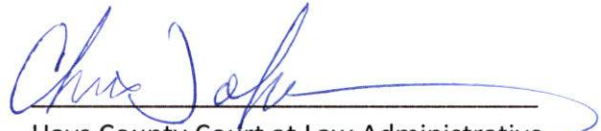
To expedite and facilitate the business of the Board and the orderly and efficient consideration of matters coming before it, the Board may establish standing and special committees. Each committee will have its mission and committee membership.

Article VI: Amendment of Bylaws

The bylaws of the Board may only be amended by action of a majority of voting members of the Board.



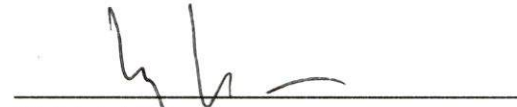
Hays County District Courts Administrative
Judge Sherri Tibbe



Hays County Court at Law Administrative
Judge Chris Johnson



Director of Judicial Services
Randy Focken



District Attorney
Kelly Higgins



Sheriff Gary Cutler



Commissioner Debbie Ingalsbe
Precinct 1



Commissioner Lon Shell
Precinct 3



Chief Magistrate Judge
Ben Moore



Director of CSCD Hays County
Eric Aguirre

**Hays County Commissioners Court**

Date: 11/07/2023

Requested By:

Ingalsbe, Cohen, Shell

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement with Blanco River Regional Recovery Team (BR3T) regarding a Rental/Utility Assistance Program for Hays County Citizens; including Project and Case Management as well as establishing a part-time temporary position for the Auditor's Office and amend the budget accordingly, and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(A)(4) Personnel or professional services. **INGALSBE/COHEN/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.

Hays County will contract with BR3T to administer the Rental/Utility Assistance Program as well as provide case management to ensure the qualification process meets the standards set forth in the federal guidelines. A part-time temporary position will be created for the Auditor's Office (grade 115) not to exceed 20 hours per week at an hourly rate of \$20.22 through 9/30/2024. This position will assist with review of all applications and supporting documents that are submitted for the program prior to releasing payments to BR3T.

Budget Category	Total	Pct. 1	Pct. 2	Pct. 3
Rent/Utility Assistance	800,000.00	660,000.00	120,000.00	20,000.00
Project Delivery (BR3T)	100,000.00	82,500.00	15,000.00	2,500.00
8% Admin (BR3T)	80,000.00	66,000.00	12,000.00	2,000.00
2% Admin (County)	20,000.00	16,500.00	3,000.00	500.00
Total Funding	1,000,000.00	825,000.00	150,000.00	25,000.00

Fiscal Impact:

Amount Requested: \$980,000 (BR3T contract)
\$20,000 (PTE-County Administration)
Line Item Number: 011-763-99-208]

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund
Budget Amendment Required Y/N?: Yes
Comments: Sub-recipient agreement will be funded from the Precinct 1, 2 & 3 allocations.
(\$1,000,000) - Increase Intergovernmental Revenue 011-763-99-208.4301
\$800,000 - Increase Citizens Covid-19 Assistance 011-763-99-208.5804
\$100,000 - Increase Contract Services 011-763-99-208.5448
\$80,000 - Increase Professional Admin Fees 011-763-99-208.5303
\$18,577 - Increase Staff Salaries (temp) 011-763-99-208.5021
\$1,153 - Increase FICA 011-763-99-208.5101_100
\$270 - Increase Medicare 011-763-99-208.5101_200

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: discretionary exemption pursuant to Texas Local Government Code 262.024(A)(4) Personnel or professional services.

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$1,000,000 in Intergovernmental Revenues from ARPA 2nd tranche

Comments:

Attachments

BR3T PW1

BR3T Grant Agreement

BR3T Exhibit A

BR3T Exhibit B

BR3T Exhibit C



HCTX120_Rental Assistance

HAYS COUNTY ARPA SLFRF PROJECT

HCTX120_Rental Assistance

1	Rental Assistance Overview	2
1.1	Designating a Public Health Impact	2
1.2	Designing a Response to a Pandemic Harm.....	2
1.3	Program Summary	7
2	Comparative Analysis.....	7
2.1	Reasonableness & Proportionality.....	7
3	Eligibility.....	8
3.1	Final Rule.....	8
4	Sample Application	10
4.1	Housing Stability Services Application	10

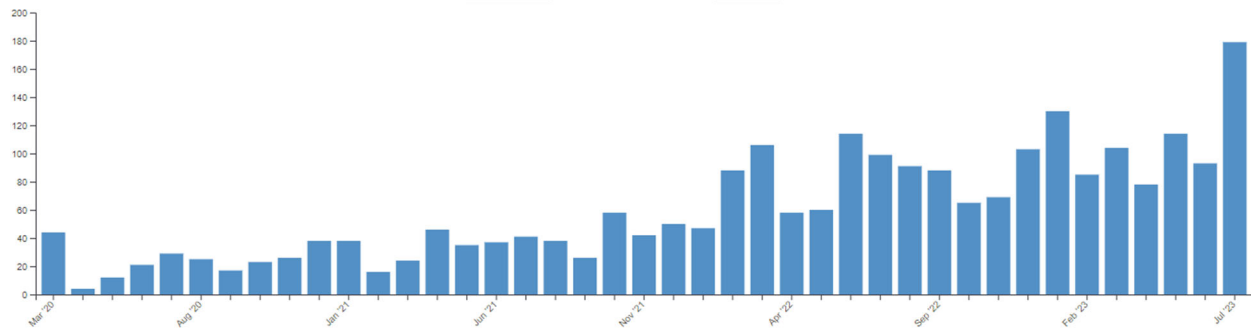
1 RENTAL ASSISTANCE OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Blanco River Regional Recovery Team (BR3T) is a 501(c)(3) nonprofit normally receiving a substantial part of its support from a governmental unit or from the general public. The goal of BR3T is to strengthen area-wide disaster coordination, mitigation, and recovery in Blanco, Caldwell, Hays, and Guadalupe counties by sharing information, supporting preparation and education, simplifying resident access to resources, and assisting affected residents with unmet needs.

In the early months of the pandemic, the United States experienced the sharpest economic downturn on record, with unemployment spiking to 14.8 percent in April 2020. While a strong economic recovery is underway, long-standing disparities in health and economic outcomes in underserved communities, that amplified and exacerbated the impacts of the pandemic, also present continued barriers to full and equitable recovery.¹ 59.1% of Hays County are rent burdened residents², compared to 45.83% nationally, and since the lifting of a state-wide moratorium on evictions on May 28, 2020 there has been a steady rise in eviction filings as shown in Table 1.³

Table 1: Eviction Filings in Hays, Texas



As eviction filings increase in numbers, funding for rental assistance is declining. The Texas Rent Relief Program (TRR) and the Texas Eviction Diversion Program (TEDP) were the first statewide rental and utility assistance and eviction diversion programs in Texas. By providing rent and utility assistance, TRR and TEDP helped low- and moderate-income Texas renters remain stably housed during the COVID-19 pandemic. The programs launched in February 2021 and closed in the summer of 2023.⁴

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

Emergency housing assistance is recognized as an enumerated eligible use under the Coronavirus State & Local Fiscal Recovery Fund (SLFRF). This can include rental assistance, utility assistance, counseling and

¹ Coronavirus State and Local Fiscal Recovery Fund Final Rule | 31 CFR Part 35

² HUD defines cost-burdened families as those “who pay more than 30 percent of their income for housing”

³ Legal Services Corporation Civil Court Data Initiative

⁴ Texas Department of Housing and Community Affairs (TDHCA)

legal aid to prevent eviction and homelessness and emergency programs or services for homeless individuals.⁵

BR3T's Housing Stability Services (HSS) is a community-based program that helps eligible households to maintain or obtain stable, affordable housing. For Individuals/families who live in Hays, Caldwell, Blanco, or Guadalupe County and are homeless or at risk of homelessness or housing instability due to or during the COVID-19 pandemic. Hays County will use \$20,000 of SLRF funds to support auditing of rental assistance payments.

1.2.1 Eligibility Requirements

Households must be experiencing homelessness or be at risk of experiencing homelessness or housing instability and have an income no more than 65% of area median income (AMI) OR 300% of the Federal Poverty Guidelines (FPG), whichever is higher, AND one or more members of the household must attest in writing that they have:

- During the pandemic:
 - Experienced a reduction in income,
 - Incurred significant costs, or
 - Experienced other financial hardship,
- AND one or more individuals within the household must attest that:
 - That they are at risk of experiencing homelessness or housing instability, which may include a past due utility or rent notice or eviction notice, OR
 - That unless they receive assistance, they would have to move to an unsafe/unhealthy environment like a shared living situation or emergency shelter.

In addition, households must demonstrate that they have the means to pay the rent for the month following assistance. Applicants will work with BR3T case managers to show their need for rental assistance and their ability to pay future rent.

For Persons Receiving Assistance from these other programs, no other income documentation is needed:

- For households with six or fewer members:
 - Head Start,
 - LIHEAP/CEAP,
 - SNAP,
 - SSI,
 - TANF, or
 - Tribal TANF for head or co-head of household
- Veterans Affairs Disability Pension, Survivor Pension, Enhanced Survivor Benefits, or Section 306 disability pension (not standard VA pension)
- WIC for households with three or fewer members, OR

⁵ Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

- If you are living in a rent-restricted property or public housing unit or you are receiving tenant-based or Section 8 rental assistance, you or your landlord can provide evidence of your most recent income certification no older than one year from when you apply for assistance.

1.2.2 Eligible Expenses

- Applicants may be eligible for up to six nonconsecutive months of rent and/or utility payments. For rent payments, one (and only one) month must be current or future. Eligible rental assistance payments can include:

For households facing eviction, in order to keep them stably housed:

- Up to two months of past due rent and one month of current or future rent for households facing eviction in order to keep them housed
- Late fees (outlined on lease and on rental ledger or late/eviction notice)
- Utility bill payments when the payment of prior utility bills is a requirement for establishing or re-establishing utility service
- Utility bill payments necessary for the prevention of utility disconnection
- Utilities paid to landlord will be counted as rent
- For households moving to a new rental unit for housing stability purposes:
 - One month of current or future rent
 - Past due utilities required to be paid in order to establish service at new rental unit
- Payments are made directly to the provider – landlord, utility company
- Assistance is for applicant's primary residence only.

1.2.3 Income Determination

Applicants can use either their most recent total annual income or their most recent 30 days of income. Income provided for the 30 days is annualized, based upon the frequency of pay (hourly, weekly, bi-weekly, or monthly) for those 30 days.

Some households receiving certain types of federal benefits are automatically (categorically) income eligible.

Income for all household members 18 years of age or older will be considered when calculating annual household income.

A household is defined as all persons occupying the same housing unit, regardless of their relationship to each other. The occupants could consist of a single family, two or more families living together, or any other group of related or unrelated people who share living arrangements.

Household income will be calculated based on the adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes. Forms from the latest applicable tax year should be used. Income reported for 30 days will be annualized based upon the provided 30-day documentation. When determining the number of household members and annual household income:

- Minor children are considered household members. Earned income of minor children is not considered as part of total annual household income.
- Minor children who are subject to shared custody agreements may be counted as household members if the minor child lives in the residence at least 50% of the time.
- Temporarily absent family members are considered household members and their income is considered in calculation of household income, regardless of how much the temporarily absent family member contributes to the household.
- Paid, non-related, live-in aides, whether paid by the family or through a social service program, are not considered household members. Income of live-in aides is not considered in the calculation of household income. Related persons do not qualify as live-in aides.
- Permanently absent family members, such as a spouse who resides permanently in a nursing home, may be considered a household member, at the discretion of the head of household/program applicant. If the head of household opts to include a permanently absent family member in the household, the income of the permanently absent household member will be counted in the calculation of annual household income. If the head of household chooses not to include the permanently absent family member as part of the household, the income of the permanently absent family member will not be considered in the calculation of annual household income.

To determine whether a household qualifies for the program they must have gross annual income at or below 65% of area median income (AMI) OR 300% of the Federal Poverty Guidelines (FPG), whichever is higher (Table 2).

Table 2: Hays County SLFRF Income Threshold

Size of household	Moderate income		
	65% AMI	300% FPG	Threshold
1	53,170	54,630	54,630
2	60,775	73,920	73,920
3	68,380	93,210	93,210
4	75,920	112,500	112,500
5	82,030	131,790	131,790
6	88,075	151,080	151,080
7	94,185	170,370	170,370
8	100,230	189,660	189,660

Households, who are not otherwise exempt from providing income documentation, can provide a written attestation to their income and income eligibility if the household has insufficient income documentation or no income documentation available. A caseworker, housing navigator, or other housing stability service professional may then certify, in writing, that they reasonably believe that the household meets the applicable income requirements.

Verbal attestations of eligibility delivered in person, over the phone, or internet voice/video services counts as proof of eligibility IF a caseworker, housing navigator, or other housing stability service professional certifies, in writing, that they reasonably believe that the household meets the applicable income requirements. Verbal attestations may be made through a qualified sign-language or language

interpreter. A case manager must witness, approve, and retain documentation on the verbal attestation and record why the household is eligible for verbal attestation.

1.2.4 Rent Ceiling

Monthly rent over 150% Fair Market Rent (FMR) may or may not be paid (at case manager discretion) based on HUD FMR Documentation System. FY 2023 FMR Effective Date: October 1, 2022. HUD derives FMRs for units with more than four bedrooms by adding 15 percent to the four-bedroom FMR for each extra bedroom.

Table 3: FY 2023 Austin-Round Rock, TX MSA FMRs

Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2023 FMR	\$1,253	\$1,386	\$1,626	\$2,088	\$2,416
FY 2022 FMR	\$1,092	\$1,236	\$1,451	\$1,867	\$2,194

Table 4: 150% of FY 2023 Austin-Rock, TX MSA

Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
150% FY 2023 FMR	\$1,880	\$2,079	\$2,439	\$3,132	\$3,624
150% FY 2022 FMR	\$1,638	\$1,854	\$2,177	\$2,801	\$3,291

1.2.5 Duplication of Benefits

Assistance provided to an eligible household should not be duplicative of any other federally funded rental assistance provided to such household.

- For past due rent, Current Rental Ledger will be required. These will show current unpaid balances.
- Applicants will attest to no duplication of benefits.

1.2.6 Application Process

Applications will be submitted to BR3T using Form for ERA2 HSS program.

Threshold Eligibility Check:

- Maintain a checklist of all applications received.
- Ensure that a completed ERA2 HSS program application with appropriate income documentation has been received. The applicant does not have to be accepted into the ERA2 HSS program in order to qualify for this Rent and Utilities Relief Program, but the same application will be used for both programs.
- Verify that each application to be considered for grant funding meets the following threshold standards of eligibility, and follow up to obtain any missing information:

- i. Housing is located within Hays County, Texas.
 - ii. Household meets income qualifications.
 - iii. The Acknowledgment of Being Financially Impacted by the Pandemic section of the application has been completed.
 - iv. Payment will not create a duplication of benefits.
- d. Indicate on a checklist for each application that it has been verified to have met these standards.

1.2.7 Documentation

Documentation will be stored in a secured database with cloud access for Hays County. Leases must qualify as a standard Texas lease with some exceptions for a written agreement like in the case of a room in a unit being rented. In general, a screenshot of the Hays County Appraisal District will be included to show the owner is in fact the owner. In the case of a unit under sale or other unique circumstances alternative documentation may be accepted.

Landlords will be required to submit a W9 in order for BR3T to issue payment. Applicants will require any government issued identification (ID). The residency requirement is based on the lease information and not the ID.

1.3 PROGRAM SUMMARY

Through a subrecipient agreement for the amount of \$980,000, BR3T will be able to supplement their Housing Stability Services (HSS) program in Hays County. Approximately \$80,000 will be for BR3T Administrative & Overhead, \$143,114 for Case Workers, and \$756,886 for housing stability payments. An additional \$20,000 will be for Hays County Administrative & Overhead bringing the total Rental Assistance program to \$1,000,000.

As the subrecipient, BR3T, will be responsible for collecting and managing all required documentation. The subrecipient agreement ensures access to BR3T's records pertaining to this program. Audits will be performed by the Hays County Auditor to determine compliance with program requirements. Oversight of spending and program progress will be monitored through submission of BR3T's reporting.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

2.1.1 Salaries

The wages for the staff time dedicated to the Rental Assistance program are presented at a range of range from \$22-\$25 with a 30% fringe rate. The Austin–Round Rock–San Marcos metropolitan statistical area demonstrates in Table 5 that a full-time employee would average \$50,877 for similar positions. That works out to about \$24.50 per hour in line with BR3T's estimates. Fringe costs of 30% are in line

with Bureau of Labor Statistics evaluation that the employer cost for a civilian worker averages benefits account for 31 percent of total compensation.⁶ The cost for Salaries and Fringe is reasonable.

Table 6: Bureau of Labor Statistics Mean Salaries, Austin MSA

Occupation	Mean Salary
Child, Family, and School Social Workers	\$52,310
Community and Social Service Occupations	\$53,750
Community and Social Service Specialists, All Other	\$49,820
Financial Clerks, All Other	\$50,880
Office and Administrative Support Occupations	\$45,610
Substance Abuse, Behavioral Disorder, and Mental Health Counselors	\$52,890
Average	\$50,877

2.1.2 Contractual Services

A 1099 worker is an independent contractor. Generally, businesses hire these workers to complete a specific task or work on a specific project as defined in a written contract. These workers are considered “self-employed,” so they pay their own taxes and provide their own benefits. Typically, companies hire independent contractors for a specific project or amount of time. They can focus on a project without increasing employee head count or compensation budget. When the contractor completes the project, they move on.

This is a cost-effective way for managing labor on a project. As long as the contractor is producing more output at a lower or equivalent cost to a salaried worker the Contractual Services will be reasonable.

3 ELIGIBILITY

3.1 FINAL RULE⁷

Responding to the negative economic impacts of the public health emergency for purposes including assistance to households and individuals. This includes:

- Assistance for Emergency Housing Needs

3.1.1 Emergency housing assistance

The interim final rule included an enumerated eligible use for rent, mortgage, or utility assistance and counseling and legal aid to prevent eviction or homelessness. Several commenters supported the inclusion of eviction prevention activities as an eligible use given the high number of households behind on rent and potentially at risk of eviction. Following release of the interim final rule, Treasury had also received requests for elaboration on the types of eligible services in this category. Some commenters

⁶ Employer Costs for Employee Compensation - December 2022 | BLS

⁷ [31 CFR 35.6\(b\)\(3\)\(ii\)\(A\)\(1\)](#)

also recommended including assistance to households for delinquent property taxes, for example to prevent tax foreclosures on homes, as an enumerated eligible use.

In the final rule, Treasury is maintaining these enumerated eligible uses, including those described in the interim final rule and later guidance, in line with commenters' recommendations. To enhance clarity, Treasury is also elaborating on some types of services included under this eligible use category; this remains a non-exhaustive list of eligible services. For example, eligible services under this use category include: rent, rental arrears, utility costs or arrears (e.g., electricity, gas, water and sewer, trash removal, and energy costs, such as fuel oil), reasonable accrued late fees (if not included in rental or utility arrears), mortgage payment assistance, financial assistance to allow a homeowner to reinstate a mortgage or to pay other housing-related costs related to a period of forbearance, delinquency, or default, mortgage principal reduction, facilitating mortgage interest rate reductions, counseling to prevent foreclosure or displacement, relocation expenses following eviction or foreclosure (e.g., rental security deposits, application or screening fees).

4 SAMPLE APPLICATION

4.1 HOUSING STABILITY SERVICES APPLICATION

Submission Date:

Case Number:

Program:

Household Name:

Address Data:

Language:

Case Manager Approver Email:

Case Management Required:

This application is for Housing Stability Services including:

- Rental Security deposits
- Utility deposits Case Management
- Temporary Housing/Short Term Hotel stays for homeless households that are actively searching for housing and participating in Case Management

This application is only for residents of:

- Hays County

To qualify for assistance, Applicants must:

- Be financially impacted by or during the COVID-19 pandemic
- Have income below 65% Area Median Income (AMI is listed on page 3 of this application)
- Acknowledge your Housing Instability by one of the following:
 - At risk of experiencing homelessness or housing instability
 - Will need to move to an unsafe environment if you do not receive housing stability assistance
 - Currently experiencing homelessness
 - A survivor of domestic violence fleeing from abuse

4.1.1 Applicant Information

Applicant Name

Preferred Name (if different from above)

Where are you currently living and how long have you been there? Please be specific.

Required

Which Zip Code do you currently live in?

Which county do you currently live in?

Which city do you live in?

Do you live within the City Limits of San Marcos, TX?

4.1.2 Contact Information

You must provide a phone number and email address where we can contact you.

Phone Number:

Can we text you at this phone number?

Is this your phone number?

Whose phone number is this, and what is their relationship to you?

Email Address:

Is this your email address?

Whose email address is this, and what is their relationship to you?

Personal Email:

Alternate Email:

Preferred Method of Contact:

Applicant Birthday:

Applicant Age:

Applicant Gender:

Household Race:

Household Ethnicity:

Are you a student?

Are you a dependent?

Either Upload (or Take a picture from your mobile device of) government- issued photo IDs for all adult household members (age 18 and over). The ID must be for an adult who will be on the lease.

Required

Is the address on your ID in Hays County?

You must provide evidence you have lived in Hays County more than 30 days. Please upload a lease, utility bill, paystub or employer letter with Hays County address, or other evidence.

4.1.3 Household Members Information

Household is defined as all persons living in the home. You must enter information for all additional household members living in the same address, including all adults and children.

Total Number in Household (including applicant):

Household Member #2:

Household Member #2 Date of Birth:

Household Member #2 Age:

Household Member #2 Relation to Applicant:

Is Household Member #2 a full time student over the age of 18?

Are there Children in the Household under age 18?

Are there Adult(s) in the Household over age 62?

Is anyone in the household a Veteran?

Important Information for Former Military Services Members: Women and men who served in any branch of the United States Armed Forces, including Army, Navy, Marines, Coast Guard, Reserves or National Guard, may be eligible for additional benefits and services. For more information, please visit the Texas Veterans Portal at <https://veterans.portal.texas.gov/>

Is anyone in the household a person with a disability?

4.1.4 Acknowledgement of Housing Instability

Please choose one: I certify I (and my household) am/are currently experiencing homelessness.

Please tell us more about your Housing Instability/Homelessness. When did your Housing Instability begin?

Required

Has your household received a late rent notice, late utility notice, or eviction notice after March 13, 2020?

If yes, upload (or take a photo from your mobile device) the late rent notice, late utility notice, or eviction notice.

4.1.5 Acknowledgment of Being Financially Impacted by the Pandemic

I certify I (and my household) have been impacted financially due to or during the pandemic, and one or more household members have: (Check all that apply)

Please tell us more about your financial hardship and when it began. How were you financially impacted during or due to the pandemic?

Required

Upload (or take a photo from your mobile device) documentation of your financial hardship; for example unemployment benefit letter, furlough letter, paystubs showing decrease in pay, bills for debt accrued during pandemic, etc.

4.1.6 Non-Duplication of benefits Certification

A Duplication of Benefits occurs if you receive assistance from multiple sources for the same purpose. Duplication of Benefits is not allowed in this program.

Please note that receiving rental assistance or receiving different stability services is allowable.

Yes, I certify I (or any household member) have NOT received funds or services from any other source for the same purpose and the same time period as this application.

WARNING: If you answer NO to the above question, you may NOT qualify for assistance with this program.

4.1.7 Income Eligibility Information

Household Income is the gross income of all individuals in the household. It is the Adjusted Gross Income on the IRS tax form 1040. Household income includes wages, salaries, investment income, pensions, retirement income, business income, alimony, unemployment compensation, and other income.

A Household is defined as all persons occupying the same housing unit, regardless of their relationship to each other.

Enter Household Annual Income:

This is the Adjusted Gross Income on the IRS tax form 1040.

65% AMI

I certify my household of ___ person(s) living in Hays County has an annual income below the program limit \$.

WARNING. If you answer no to the above question, you may NOT qualify for assistance from this program. To be eligible for this program, your income must below 65% Are Median Income (AMI).

4.1.8 Household Income Verification

You have 3 options for reporting/entering your household income.

For all household members 18 years of age or above, provide income documentation using one of the three options below.

Option 1: Eligibility through Another Program

One of the following can be used to verify your household income:

- If your household has 6 or fewer members and is receiving assistance through Head Start, SNAP, LIHEAP/CEAP, TANF, Tribal TANF, or Supplemental Security Income (for the applicant or co-applicant), provide a letter or documentation of that program eligibility.
- Veterans Affairs Disability Pension, Survivor Pension, Enhanced Survivor Benefits, or Section 306 disability pension (not standard VA pension)
- WIC for households with three or fewer members

- If you are living in a rent-restricted property or public housing unit or you are receiving tenant-based or Section 8 rental assistance, you or your landlord can provide evidence of your most recent income certification no older than one year from when you apply for assistance.

Option 2: Upload Annual income documentation for each adult household member

Annual Income Option

- Upload most recent filed IRS Tax Return Form 1040 (2022) or an IRS Tax Return Transcript; or
- Source documents evidencing annual income (e.g. wage statement, W2s, interest statement, unemployment compensation statement).

Option 3: upload Monthly income documentation for each adult household member

Monthly Income Option:

Submit all applicable income documentation for past 30 days for each household member:

- Alimony
- Cash Income (certification)
- Gross Pay at time of application: Pay stubs covering the most recent thirty (30) day-period or current letter from employer verifying gross wages (pay rate, hours/week, pay date)
- Current Pension/Retirement Benefit letter (if applicable) Investment income
- No Income (certification) Pension
- Retirement
- Self-Employment (certification) Social Security
- Unemployment compensation

HOUSEHOLD INCOME CERTIFICATION METHOD.

Choose 1 method: I will certify my monthly household income by documenting each household member's income source(s) for the last 30 days.

Please choose which program qualifies your household and upload the Benefits letter.

Upload or take photos of your qualifying program Benefits Letter or program income certification.

Required

Upload or take photos from your mobile device of your 2022 tax return.

Required

Upload or take photos from your mobile device of all household income for the last 30 days - wages, pay stubs, bank statements, benefits, retirement income, etc. as listed in above instructions for each member in household over age 18.

Required

4.1.9 Household Income

How many household members including applicant are age 18 or older?

Does Applicant have income? No. By selecting "No" you hereby certify that you do not receive income from any sources.

Does Household Member #2 have income? No. By selecting "No" you hereby certify that you do not receive income from any sources.

4.1.10 Case Management related to Housing Stability

The goal of Case Management related to Housing Stability is to help participants create and achieve their own goals to strive towards permanent housing.

Are you currently working with a Case Manager on housing stability services?

Which organization is your Case Manager with?

Who is your Case Manager?

Case Manager's Phone Number:

Case Manager's Email address:

If you have an income certification from your Case Manager, upload it or take a photo from your mobile device.

Do you need Case Management Housing Stability services as described above from a partner agency? (By selecting Yes, I authorize partner agencies to use the information I provide to screen me for any additional services.)

4.1.11 Temporary Housing

Are you homeless or about to be homeless (due to an eviction or other reason)?

Do you need assistance with temporary housing such as a short-term hotel stay while you work on permanent housing? NOTE: There is a waitlist for a short-term hotel stay.

Short term hotel stays require actively working with a Case Manager on a plan to achieve Housing Stability.

Are you willing to work with a Case Manager on a plan to achieve Housing Stability?

Do you have pets that would be with you in the short-term hotel stay?

How many pets?

Does your household have children under age 5?

How long has it been since you lived in stable, permanent housing?

Please choose all that apply to your household:

Are you currently staying in a hotel? Name and location of hotel:

Hotel Room Number:

4.1.12 Additional Comments

Is there anything else you would like us to know about your situation?

4.1.13 Consent to Share Information

BR3T respects your privacy and wants to honor your preferences about how your information is used. BR3T can better serve you if we may share your information with other organizations that may be able to provide services to support your housing goals.

There are two levels of information-sharing options:

General: BR3T may share your information with any person or organization that may be able to support your housing goals. This includes community agencies and landlords, but it does not include government.

Government: BR3T may share your information with local, state and/or federal agencies and the programs they administer in order to support your housing goals.

General: Do you give your consent for BR3T to share your information with any person or organization that may be able to support my housing goals? This includes community agencies and landlords, but it does not include government.

Government: Do you give your consent for BR3T to share your information with local, state and/or federal agencies and the programs they administer in order to support your housing goals?

4.1.14 Certification, Authorizations, and Release of Information

By submitting this Application), I/we, above named Applicant(s) hereby certify that:

1. I authorize BR3T to solicit/verify information including employment verification needed to provide housing stability services.
2. I am an applicant of BR3T. I hereby give my permission to release and verify all information requested and understand that it will be kept in strict confidence to be used for program purposes only. I understand that photocopy of this release is as valid as the original and may be used to obtain employment information, rental information, or verify other data.
3. If I qualified for the program by evidencing my eligibility for unemployment benefits, I authorize
4. BR3T and its partners to provide my information to the Texas Workforce Commission in order to verify my documentation.
5. I will inform BR3T within ten calendar days if evicted from the Unit, if disconnected from Utility services, or if I no longer occupy the Unit as my principal residence within 6 months of start of lease.
6. I understand and attest that if I qualified for this program by providing evidence that I qualify under another eligible program such as SNAP, LIHEAP or SSI (only allowed to be qualified for adults in the household) that my household size is comprised of 6 or fewer members and that my household income does not exceed the applicable limit.
7. I acknowledge that all information collected, assembled, or maintained by BR3T pertaining to my application, except records made confidential by law or court order, are subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and BR3T must provide citizens, public agencies, and other interested parties with reasonable access to all

- records pertaining to this application subject to and in accordance with the Texas Public Information Act.
8. I understand that I will be provided the opportunity to save a copy of this certification.
 9. The information I have provided is true, accurate, and complete, and if requested, I am able to provide documentation to prove my household's loss of income or additional expenses. I understand that providing false, incomplete, or inaccurate information on application forms, may result in termination of participation in the Program, up to 5 years of imprisonment and for each occurrence a fine of up to
 10. \$10,000.

Please acknowledge: I acknowledge that all information presented in this application is true.

Signature:

Name of Signer:

If signer is not primary applicant, please describe relationship to primary applicant.

If this online application is not signed by the applicant, upload a copy of application that is signed by applicant.

When the application has successfully submitted after hitting the submit button below, you will be taken to a page with a big green checkmark. Be patient, it may take time to process and submit.

When the form has been submitted, you will receive a confirmation email to the email address you provided.

**HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT
WITH BLANCO RIVER REGIONAL RECOVERY TEAM**

This Social Service Funding Agreement ("the Agreement"), is made by and between **Hays County, Texas** (the "County") located at 712 S. Stagecoach Trail, Suite 1071, Texas 78666, and the **Blanco River Regional Recovery Team** (the "Agency"), a non-profit corporation, located at PO Box 685, San Marcos, Texas 78667.

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to provide emergency housing assistance that can include rental assistance, utility assistance, counseling and legal aid to prevent eviction and homelessness and emergency programs or services for homeless individuals; and

WHEREAS, the Agency would like to request funding from the County made available under Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act ("ARPA Act");

WHEREAS, the County seeks to implement funding derived from the ARPA Act after March 2, 2021 in order to maximize benefits for Hays County residents; and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the ARPA Act funds.

NOW, THEREFORE, WITNESSETH:

Recitals. The recitals to this Agreement are hereby incorporated for all purposes.

1. **Effective Date.** The effective date of this Agreement ("Effective Date") is the date this Agreement has been finally approved by the County. Agency understands that this Agreement is dependent upon the approval of the County.
2. **Term.** The initial term of this Agreement is from the Effective Date to provide ARPA Act funding through December 31, 2024. Unless terminated by either party pursuant to paragraph 4.6, the Agreement will automatically renew for purposes of administering ARPA Act Funds, until December 31, 2024. After 2024, the contract must be revisited by County's governing body.

I.

GENERAL OVERVIEW

- 1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to meet the additional needs and services of the community, specifically staffing costs, unemployment insurance costs, professional fees, additional contract services, supplies and related equipment and additional financial assistance, all incurred due to the impact of COVID-19 or in the delivery of public health and safety operations for Hays County residents.
- 1.2 Use of Funds. The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures").
- 1.3 Distribution of ARPA Act Funds. The County will pay ARPA Act funds during the period that begins on the Effective Date and ends on December 31, 2024. All funding will comply with ARPA program guidelines and services described in Exhibit A as attached.

The Agency agrees to accept the not to exceed amount of \$980,000.00 that will be disbursed from ARPA Act Funds.

II.

AGENCY PERFORMANCE REQUIREMENTS

- 2.1 Subrecipient Status. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the ARPA Act funds (SLFRF Assistance Listing Number – Hays County ALN 21.027 awarded by United States Department of the Treasury) consistent with the terms and conditions of this Agreement and the Act. As a Subrecipient, the Agency will be responsible for, among other things, determining eligibility for distribution of Federal funds, making programmatic decisions, and taking responsibility for compliance with the ARPA Act and other federal laws.
- 2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.
- 2.3 Allowable Expenditures. The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The Agency shall submit to the County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein. The agency may elect to take the 10% de minimis indirect cost rate allowed

by 2 C.F.R. Part 200. Despite this agreed upon payment, Agency agrees to return to the County the amount representing the prorated amount of the funds unearned if Agency's project progress is insufficient or this agreement is terminated for any reason or if Agency fails in any other respect under this agreement.

- 2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

III.

COUNTY PERFORMANCE REQUIREMENTS

- 3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over \$980,000.00 from ARPA Act Funds.

IV.

ADDITIONAL REQUIREMENTS RELATED TOTHE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)

- 4.1 Use of Funds
- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 4.2 Scope of Activities; Budget.
- a. Activities. The Agency shall provide and administer the ARPA Act activities with the provisions of this Agreement (hereinafter "Activities").
 - i. Such Activities shall include those activities included in the ARPA Act funds budget attached to this Agreement as Exhibit A.
 - ii. The Agency shall make no unauthorized changes in the ARPA Act Activities as approved by the County; however, amounts allocated to line items within the total amount of the Budget may be transferred without formal amendment among items upon written request by the Agency and approval by the County. All other changes must be amended in accordance with Section V of this Agreement.
 - b. Budget. The Agency has submitted for approval to the County a detailed ARPA Act funds budget; which, in its approved form, is attached hereto as Exhibit A (hereinafter "Budget"). The County

and the Agency may mutually agree to revise said budget from time to time in accordance with existing County policies. The County will pay to Agency ARPA Act funds consistent with Agency's Budget and in accordance with applicable County procedures, if any.

Except for lump sum advance payments authorized by the federal regulations and approved by the County, all payments made by Agency will be made for eligible expenses actually incurred and shall not exceed actual cash requirements.

- 4.3 Period of Performance The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on the Effective Date, and ends on December 31, 2026.
- 4.4 Reporting Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
- 4.5 Payment
- a. Amount of Grant. The amount to be paid to the Agency for the provision and administration of Activities under this Agreement shall be the total budget amount included in the ARPA funds budget attached to this contract as Exhibit A, payable as follows: drawdowns for the payment of eligible expenses shall be made upon Exhibit C, reviewed and approved by Hays County Program Manager for eligibility under the ARPA and for compliance with the terms of this Agreement.
 - b. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Agency as a reimbursement and shall be expressly contingent upon (i) the Agency submitting a request on Exhibit C, that (a) states Salaries and Fringe Benefits for entity staff, and certain costs for delivering Emergency Housing Assistance, (b) certifies that the activities performed and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, copy of Payroll Reports that show Salary and Fringe Benefits for entity staff contracts, completed assistance applications, and canceled checks for Emergency Housing Assistance paid by the Agency during the preceding month, and (ii) review, approval and audit of the Exhibit C by the County Program Manager and/or the County Auditor or his or her duly designated representative (the "Auditor"). Drawdowns for the payment of eligible expenses shall be made against the activities specified herein and in accordance with applicable performance requirements.
- 4.6 Insurance Payments Funds may be used to pay for Insurance Premiums for Hays County Residents who are uninsured.
- 4.7 Maintenance of and Access to Records
- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

- 4.8 Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 4.9 Administrative Costs Recipient may use funds provided under this award to cover both direct and indirect costs.
- 4.10 Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
- 4.11 Conflicts of Interest Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- 4.12 Compliance with Applicable Law and Regulations
- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-

4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

4.13 Remedial Actions In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

4.14 Hatch Act Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

4.15 False Statements Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

4.16 Publications Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

4.17 Debts Owed the Federal Government

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

4.18 Disclaimer

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

4.19 Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

4.20 Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

- 4.21 Reducing Text Messaging While Driving Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

V

GENERAL CONDITIONS

- 5.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.
- 5.2. Relationship of Parties. In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.
- 5.3. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.
- 5.4. Venue and Law. Venue for any legal action related to this Agreement is in Hays County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.
- 5.5. Sole Agreement. This Agreement constitutes the sole Agreement between County and Agency. Any prior agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.
- 5.6. Termination: This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.
- 5.7. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.
- 5.8. Public Information Act Requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.
- 5.9. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested

Parties" as part of this Agreement if required by said statute.

5.10 Notices. Notices required by this Agreement are as follows:

County;

County Judge
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

and

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

Agency:

Blanco River Regional Recovery Team
PO Box 685
San Marcos, Texas 78667
Attention: Elizabeth Wills

5.11 Procurement. The Parties recognize that Agency's status as a Subrecipient satisfies procurement requirements under 2 C.F.R. Part 200. However, should the laws of the State of Texas also or instead be applied to this Agreement, then the Parties agree that the Hays County Commissioners Court, by way of approving this Agreement, has granted an exemption to competitive procurement pursuant to Texas Local Government Code §262.024(a)(4) and §262.024(a)(2).

(SIGNATURE PAGE FOLLOWS)

HAYS COUNTY, TEXAS.

By: _____
Ruben Becerra
Hays County Judge

_____ Date

ATTEST:

By: _____
Elaine H. Cardenas MBA PhD

_____ Date

Blanco River Regional Recovery Team

By: _____
Elizabeth Wills
Executive Director

Date _____

Exhibit A

Budget		
Line	Item	Approved Budget
	PERSONNEL	
1	Salaries	\$37,657.00
2	Fringe Benefits	\$11,297.00
3	<i>SUBTOTAL PERSONNEL</i>	\$48,954.00
	OPERATIONS	
4	Rent/Utilities Assistance	\$800,000.00
5	Equipment	\$0.00
6	Supplies	\$0.00
7	Contractual Services – 1099s	\$51,046.00
8	Rent/Utilities	\$0.00
9	Department Specific Costs	\$0.00
10	Outreach	\$0.00
11		\$0.00
12		\$0.00
13		\$0.00
14		\$0.00
15		\$0.00
16		\$0.00
17		\$0.00
18		\$0.00
19		\$0.00
20	<i>SUBTOTAL OPERATIONS</i>	\$851,046.00
21	<i>Personnel and Operations Subtotal</i>	\$900,000.00
	INDIRECT COST	
22	Administration - 10% de minimus	\$80,000.00
23	<i>SUBTOTAL Indirect Cost</i>	\$80,000.00
	TOTALS	\$980,000.00

**SUPPLEMENT OF FEDERALLY REQUIRED CONTRACT PROVISIONS PURSUANT
TO THE AMERICAN RESCUE PLAN ACT**

EXHIBIT B

The County of Hays (the “County”) is the recipient of American Rescue Plan Act (“ARPA”) funds from the United States Department of the Treasury (the “U.S. Treasury”). The County will be utilizing ARPA funds to pay for eligible expenses incurred under an agreement dated as of August 22, 2023, by and between the Agency and the County (the “Agreement”). Since the County will be utilizing ARPA funds to pay for expenses incurred under the Agreement, the Subrecipient shall comply with the following federally required supplementary conditions (the “Supplementary Conditions”) which are hereby incorporated into the Agreement.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of these Supplementary Conditions.

SUPPLEMENTARY CONDITIONS

The following terms and conditions apply to the Agreement.

GENERAL CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement and/or Supplementary Conditions shall forthwith be supplemented to make such insertion or correction.
2. **STATUTORY AND REGULATORY COMPLIANCE.** Subrecipient shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of ARPA funds and/or set forth certain cost principles, including the allowability of certain expenses.
3. **BREACH OF CONTRACT TERMS.** The County reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Subrecipient or any of its subcontractors violate or breach any Agreement term. If the Subrecipient or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
4. **ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS.** The Subrecipient must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow County to comply with the applicable regulations governing use of the ARPA funds, including, but not limited to, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit. The Subrecipient, and, if applicable, subcontractors, shall only use ARPA funds for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, Section 35(b) of the ARPA Interim Final Rule (and final rule when effective), and all other applicable laws and regulations governing the use of ARPA funds.

5. RECORDS AND REPORTING REQUIREMENTS. The Subrecipient shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the County under the Agreement (the “Records”) consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records in accordance with Section 16 below. The County and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Subrecipient within the County of Hays or, if no such office is available, at a mutually agreeable and reasonable venue within the County of Hays, for the term specified above for the purposes of inspection, auditing and copying. Nothing contained herein shall diminish, or in any way adversely affect, the County’s right to discovery in any pending or future litigation. The Subrecipient shall complete and submit all reports, in such form and according to such schedule, as may be required by the County. The Subrecipient shall cooperate with all County efforts to comply with ARPA related requirements and regulations pertaining to recordkeeping and reporting.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the U.S. Treasury.

7. DEBARMENT AND SUSPENSION. The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Subrecipient is required to verify that the Subrecipient and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Subrecipient must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. CONFLICTS OF INTEREST. The Subrecipient shall notify the County as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that the County is able to assess such actual or potential conflict. The Subrecipient shall provide the County any additional information necessary for the County to fully assess and address such actual or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by the County, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by

the County, Subrecipient shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

9. SUBCONTRACTING. The Subrecipient represents to the County that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under the Agreement. The Subrecipient will include these Supplementary Conditions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. ASSIGNABILITY. The Subrecipient shall not assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the County.

11. INDEMNIFICATION. The Subrecipient shall indemnify, defend, and hold harmless the County and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Subrecipient in the performance of the services called for in the Agreement.

12. TERMINATION. If the Agreement does not include termination provisions elsewhere, the following termination provisions apply:

- A. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner his obligations under the Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Subrecipient under the Agreement shall, at the option of the County, become the County's property and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the County from the Subrecipient is determined.
- B. **TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).** The County may terminate the Agreement at any time by giving at least ten (10) days' notice in writing to the Subrecipient. If the Agreement is terminated by the County as provided herein, the Subrecipient will be paid for the time provided and expenses incurred up to the termination date.

13. LOBBYING (Applicable to Agreements exceeding \$100,000). The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

15. AUDIT / ACCESS TO RECORDS. The County, U.S. Treasury, the Comptroller General of the United States, the Office of the Hays County Auditor, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subrecipient which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Subrecipient's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and County guidelines. The Subrecipient agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the County's right to audit and/or access Subrecipient records that may be provided under the Agreement.

16. MAINTENANCE/RETENTION OF RECORDS. Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of ARPA funds to the

County that are applicable to the Agreement or for the period provided in other applicable laws and program requirements, such as 2 C.F.R. Part 200, (ii) for six (6) years after the closeout of the Agreement, (iii) for the minimum retention period that may be provided under the Agreement, or (iv) as long as required by state law, whichever may be longer.

17. COPYRIGHT. Any creative or literary work developed or commissioned by the Subrecipient with ARPA funding provided by the County under the Agreement shall become the property of the County, entitling the County to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them or if the ARPA funding provisions provide otherwise.

A. If the County shares its right to copyright such work with the Subrecipient, the County and U.S. Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed using ARPA funding provided by the County under the Agreement; and (b) any rights of copyright to which the Subrecipient, sub-Subrecipient, or a Subrecipient purchases ownership with ARPA funding support provided by the County under the Agreement.

B. The Subrecipient shall submit one copy of all reports and publications resulting from the Agreement to the County within thirty (30) calendar days of completion. Any document generated pursuant to the ARPA funding must contain the following language:

“This project was supported by ARPA funding administered by the County of Hays, Texas and the U.S. Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the County of Hays, New York or the U.S. Department of the Treasury.”

18. COUNTY SEAL, LOGO, AND FLAGS. The Subrecipient shall not use the County seal(s), logos, crests, or reproductions of flags or likenesses of County agency officials without specific County pre-approval.

19. NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to the Agreement or these Supplementary Conditions and is not subject to any obligations or liabilities to the County, Subrecipient, or any other party pertaining to any matter resulting from the Agreement.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient’s actions pertaining to the Agreement.

21. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- A. The Subrecipient and/or applicable subcontractor is prohibited from obligating or expending loan or grant funds to:
1. procure or obtain;
 2. extend or renew a contract to procure or obtain; or
 3. enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - II. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- B. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C. The Subrecipient and/or applicable subcontractor’s attention is directed to Public Law 115–232, section 889 for additional information.

- D. The Subrecipient and/or applicable subcontractor's attention is directed to 2 CFR § 200.471.

22. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. As appropriate and to the extent consistent with law, the Subrecipient and applicable subcontractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

23. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Subrecipient will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200. Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in these Supplementary Conditions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The County may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Subrecipient will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

24. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Subrecipient shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate.

25. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Subrecipient agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.

26. AGE DISCRIMINATION ACT OF 1975. The Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

27. NONDISCRIMINATION. The Subrecipient shall comply with all federal, state, and local statutory, regulatory and constitutional non-discrimination provisions. Except as otherwise provided under 41 CFR Part 60, if the Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Subrecipient shall comply with and must include in each non-exempt subcontract the following equal opportunity clause provided under 41 CFR

§ 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor":

- A. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.
- D. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of

Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- G. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of these Supplementary Conditions or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Subrecipient will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; *provided*, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director (as such term is defined below) pursuant to and as referenced in 41 C.F.R. 60-4.6 and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive Order 11246. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

29. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Subrecipient shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

- A. The Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
1. Recruitment, advertising, and job application procedures;
 2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 3. Rates of pay or any other form of compensation and changes in compensation;
 4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 5. Leaves of absence, sick leave, or any other leave;
 6. Fringe benefits available by virtue of employment, whether or not administered by the Subrecipient;
 7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 8. Activities sponsored by the Subrecipient including social or recreational programs; and
 9. Any other term, condition, or privilege of employment.
- B. The Subrecipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
- C. In the event of the Subrecipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
- D. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subrecipient's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subrecipient must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subrecipient may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Subrecipient will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subrecipient is bound by the terms of section 503 of the Rehabilitation Act of 1973, as

amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

- F. The Subrecipient will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act of 1973, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

HAYS COUNTY CONTRACT EXPENDITURE REPORT

Report Period: **JANUARY 2024**

Invoice Number: **01**

Agency: **BR3T**

Program:

Agency contact: Elizabeth Wills

512-665-6413

Current contract term:

E-mail: elizabeth.wills@br3t.org

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Programmatic Expenditures	Cumulative Expenditures	Budget Balance
	PERSONNEL				
1	Salaries	\$37,657.00	\$0.00	\$0.00	\$37,657.00
2	Finge Benefits	\$11,297.00	\$0.00	\$0.00	\$11,297.00
3	SUBTOTAL PERSONNEL	\$48,954.00	\$0.00	\$0.00	\$48,954.00
	OPERATIONS				
4	Rent/Utilities Assistance	\$800,000.00	\$0.00	\$0.00	\$800,000.00
5	Equipment	\$0.00	\$0.00	\$0.00	\$0.00
6	Supplies	\$0.00	\$0.00	\$0.00	\$0.00
7	Contractual Services	\$51,046.00	\$0.00	\$0.00	\$51,046.00
8	Rent/Utilities	\$0.00	\$0.00	\$0.00	\$0.00
9	Department Specific Costs	\$0.00	\$0.00	\$0.00	\$0.00
10	Outreach	\$0.00	\$0.00	\$0.00	\$0.00
11		\$0.00	\$0.00	\$0.00	\$0.00
12		\$0.00	\$0.00	\$0.00	\$0.00
13		\$0.00	\$0.00	\$0.00	\$0.00
14		\$0.00	\$0.00	\$0.00	\$0.00
15		\$0.00	\$0.00	\$0.00	\$0.00
16		\$0.00	\$0.00	\$0.00	\$0.00
17		\$0.00	\$0.00	\$0.00	\$0.00
18		\$0.00	\$0.00	\$0.00	\$0.00
19		\$0.00	\$0.00	\$0.00	\$0.00
20	SUBTOTAL OPERATIONS	\$851,046.00	\$0.00	\$0.00	\$851,046.00
21	Personnel and Operations Subtotal	\$900,000.00	\$0.00	\$0.00	\$900,000.00
	INDIRECT COST				
22	Administration - 10% de minimus	\$80,000.00	\$0.00	\$0.00	\$80,000.00
23	SUBTOTAL Indirect Cost	\$80,000.00	\$0.00	\$0.00	\$80,000.00
24	PAYMENT REQUEST				
25	TOTALS	\$980,000.00	\$0.00	\$0.00	\$980,000.00

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

APH USE ONLY:

Reviewed & approved by: _____

Date: _____



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Andrew Cable

Sponsor:

Judge Becerra

Agenda Item

Discussion and/or action regarding the authorization to approve specifications for RFP 2024-P01 Delinquent Justice, County and District Court Fees and Fines Collection Services and direct purchasing to solicit for proposals, advertise, and conduct in-person presentations from selected applicants. **BECERRA**

Summary

Hays County (County) is seeking well-qualified law firm with experience with a verifiable history of delinquent Justice, county and district Court Fees and Fines collections programs in Texas. The awarded Firm will assist the County in delinquent collections as authorized under Section 103.0031 of the Texas Code of Criminal Procedure. Other services may be requested of the firm related to delinquent Justice, County and District Court fees and fines matters.

The following have been identified as the evaluation committee:

A member of the Hays County Criminal District Attorneys Office - Civil Division
Two Justices of the Peace
District Judge Sherri Tibbe
County Judge Ruben Becerra

Attachments

RFP 2024-P01 Solicitation



SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666

Solicitation No.:
RFP 2024-P01 Delinquent Justice Court Fines and Fees
Collection Services

Date Issued: November 9, 2023

SOLICITATION

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

11:00 a.m. local time November 30, 2023.

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

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

Questions concerning this RFP must be
received in writing no later than 5:00
on November 16, 2023.

Phone No.: (512) 393-2267

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent

Entity Name:
Mailing Address:

Respondent's Authorized Representative

Name:
Title:
Email Address:
Phone No.:

Signature:

Date:

Name, Email Address and Phone No. of
person authorized to conduct
negotiations on behalf of Respondent:

NOTICE OF AWARD (To be completed by County)

Funding Source:

Awarded as to item(s):

Contract Amount:

Vendor:

Term of Contract:

This contract issued pursuant to award
made by Commissioners Court on:

Date:

Agenda Item:

**Important: Award
notice may be made
on this form or by
other Authorized
official written notice.**

Hays County Judge

Date

Hays County Clerk

Date

Table of Contents

Solicitation, Offer and Award.....	1
I. RFP Submittal Checklist	3
II. Summary	4
III. Specifications	6
A. Introduction.....	6
B. Scope of Work	6
C. Qualifications.....	6
D. Proposal Requirements	7
E. Evaluation Criteria	9
F. Submittal Requirements.....	9
G. Award of Contract	10
H. Warranty of Performance	12
IV. General Terms and Conditions for Solicitations	13
V. Vendor Reference Form.....	22
VI. Certificate of Interested Parties.....	23
VII. Conflict of Interest Questionnaire	24
VIII. Code of Ethics	26
IX. HUB Practices.....	27
X. House Bill 89 Verification.....	29
XI. Senate Bill 252 Certification.....	30
XII. Debarment and Licensing Certification	31
XIII. Vendor/Bidder's Affirmation	32
XIV. Federal Affirmation and Solicitation Acceptance	33
XV. Related Party Disclosure Form.....	37

I. RFP Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

- ___ 1. Solicitation, Offer and Award Form completed and signed
- ___ 2. Proposal
- ___ 3. Vendor Reference Form

Required Forms by Hays County:

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

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

- ___ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666
OR
- ___ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666

II. Summary

- 1. Type of Solicitation:** Request for Proposal (RFP)
- 2. Solicitation Number:** RFP 2024-P01
Delinquent Justice Court Fines and Fees Collection Services
- 3. Issuing Office:** Hays County Purchasing Office
712 S. Stagecoach Trail, Suite 1012
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope
Manual: One (1) Original and one (1) digital copy on a thumb drive, or
Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of proposal due date.
- 5. Deadline to Demo Software** All demos must be scheduled by **5:00 pm November 21, 2023:**
Contact the Purchasing Office to schedule.
- 6. Deadline for Responses:** In issuing office no later than:
November 30, 2023; 11:00 a.m. Central Time (CT)
- 7. Initial Contract Term:** January 2024 – December 2024
- 8. Optional Contract Terms:** Four (4), one (1) year renewal options
- 9. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 10. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than November 16, 2023; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

11. Addenda

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

12. Contact with County Staff:

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

Anticipated Schedule of Events

November 9, 2023	Issuance of RFP
November 16, 2023	Deadline for Submission of Questions (5:00 PM CT)
November 21, 2023	Deadline to demo Odyssey Software (5:00 PM CT)
November 30, 2023	Deadline for Submission of Proposals (11:00 AM CT) Late proposals will not be accepted.
January 2024	Anticipated contract award date

III. Specifications

A. Introduction

Hays County (County) is seeking well-qualified law firm with experience and a verifiable history of delinquent Justice Court Fines and Fees pursuant to Article 103.0031 of the Texas Code of Criminal Procedure. The awarded Firm will have adequate personnel and data processing capabilities to properly process and collect Hays County's delinquent Justice Court Fines and Fees.

B. Scope of Work

The successful respondent shall be well versed not only with Article 301.0031 mentioned above but should also be familiar with Consumer Credit Protection Act, Texas Debt Collection Act, Federal Fair Debt Collection Practices Act, and all other laws applicable to this type of activity. The successful respondent shall be cognizant of the contractual restriction inherent in these collections and shall hold Hays County harmless for any collection errors due to the service's activity.

The successful respondent shall be responsible for the following duties and services:

1. Preparing delinquent costs, fines, and fees reports and updates based on date provided by the Hays County Justice of the Peace Courts.
2. Preparing and sending such notices to delinquent defendants as may be required by law or as may be advisable for the purpose of expediting collections.
3. Advising Hays County Justice of the Peace Courts, County Attorney(s) and Purchasing on legal issues that arise in the process of delinquent fines and fees collection.
4. Must have experience in the collection of delinquent fines and fees and must have the personnel with the education and knowledge of the appropriate laws on issues such as bankruptcy, sales tax, personal property seizures, and traffic case issues.
5. Providing such additional services as the County Attorney(s) may deem advisable to expedite the collection of delinquent costs, fines, and fees.
6. The respondent **MUST** have software that can integrate with Tyler Odyssey Courts and Justice System. NOTE: Software is to be provided at the firm's sole expense and must be compatible with Tyler Odyssey Courts and Justice Software used by the County. Respondent's who wish to inspect Hays County's Justice of the Peace Court's software must do so prior to November 21, 2023, by scheduling an appointment with the Purchasing Office. Any conversions must be provided by the firm at its sole expense.
7. Provide monthly reports to the Justice of the Peace Courts and details of collections with dollar amounts and quantities. A summary of delinquencies and collections by month, and an aging report of accounts receivable shall also be provided.

C. Qualifications

The following minimum requirements must be demonstrated in order for the submission to be considered responsive to Hays County.

- Contractor shall have at least five (5) years' experience in collection fines and fees for governmental entities.
- Licensed by the State Bar of Texas as a licensed attorney to perform legal services and possess a satisfactory record of integrity and ethics.
- The responding individual or business must be registered in the State of Texas to provide the products or services required in the solicitation, and the individual or business must have all licensure required by the State to provide any services required under this contract.
- Possess the resources and personnel necessary to provide an efficient and successful solution.
- Provide the most economical solution to completely satisfy the objectives laid out in the Scope of Work.

- Be familiar with the local conditions and requirements under which these services must be provided.
- State, if any, conflicts of interest that exist in representing the County.

REFERENCES: Hays County requires respondent to supply with the statement of qualifications, a list of at least three (3) references where like services have been supplied by their company for municipalities of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

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

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

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

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

D. Proposal Requirements

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and the understanding of the County's Needs.

Proposals shall not exceed twenty (30) pages (15 sheets front and back) in length, but not including:

- **Front and Rear Covers**
- **Solicitation Offer and Award Form**
- **Table of Contents**
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**

Items that count towards the 30-page limit

- **Profile/Experience of the Company**
 - Company information shall include: Company legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.
 - Experience of the Company and prior work performance on three (3) projects of similar size and scope that have been completed in the last five (5) years.
 - List of any criminal charges, civil lawsuits, or dispute resolutions to which the Company is a part in the past five (5) years and the nature of the issue. Indicating if and how it was resolved.
 - Collection History: Submit the firm's experience by providing the collection data percentage of outstanding debts collect by your firm.

- Identify whether or not your firm has had any contracts terminated due to non-performance within the last five (5) years.
 - Identify whether or not your firm has had any adverse actions sanctioned by any regulatory authorities within the last five (5) years.
 - Identify whether or not your firm has had any cybersecurity incidents involving your firm within the last three (3) years.
- **Key Personnel**
 - Provide resumes of all employees who may be assigned to provide services if your company is selected.
 - Provide an organizational chart containing the names, telephone numbers and email address of the prime providers and any sub-providers that would be proposed for the team and their contract responsibilities by work category.
- **Capacity to Perform**
 - Provide an overview of services provided and describe the capacity to perform the Scope of Work activities.
 - Provide a description of your proposed approach/strategy to provide and perform the objectives, specific elements, and tasks associated with services. At a minimum include the following:
 - Summary of proposed collection activities such as: collection letters, telephone contacts, skip trace techniques, daytime and evening collection staff, payment options, etc.
 - Detailed payment processing services.
 - Proposed methodology for: Addressing customers' questions and issues, and non-English speaking customer.
 - Proposed method of communication between firm and County Staff.
 - How your firm proposes to establish and manage information flow.
 - A statement identifying who is liable for mistakes and lawsuits that may ensure.
 - Monthly Reports provided to the County.
 - Implementation Schedule: description of your firm's implementation plan and schedule for integrating the proposed collection program into current procedures.
 - Clearly define the County's participation and responsibilities required to support the collections services.
 - Describe the proposed software application your firm will use and how it will interface with the existing County software, as described in the Scope of Work.
 - Provide evidence of ability to maintain records of placements, collections, recovery and producing reports, and billing for an unlimited number of clients and debtors and describe backup capabilities.
 - Provide examples of forms, invoices, billing statements, monthly reports and other documentation used or required in the collection process.
 - Provide supplemental information or materials that would be beneficial to the decision process.
- **Proposed Collection Fee**
 - Proposed collection fee not to exceed 30%, when allowed per Code of Criminal Procedures Article 103.0031 (b)
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The organizational chart is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted and should not exceed thirty (30) pages, fifteen (15) pages front and back, not including the appendix materials.

E. Evaluation Criteria

The Evaluating Committee will evaluate each respondent’s proposal based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by the County according to the following criteria: **(Maximum Point Total 100)**

- 1. Experience of the Company** **45 points**
Background and experience in providing fines and fees collection services to other government entities and success ratio in performing services. Key personnel’s professional background and experience in providing the services required. The firm’s competence and knowledge of federal, state, and local regulations, policies and procedures applicable to this type of services.
- 2. Capacity to Perform** **45 points**
Local capability of the firm in the areas collection process, fines and fees collection experience, the spectrum of services to be offered to prospective clients and data processing capabilities. Demonstrated ability to handle complex fines and fees collections, as well as the manner in which the data will be transferred from Hays County to the collection agency.
- 3. Proposed Collection Fee** **10 points**
Proposed collection fee not to exceed 30%, when allowed per Code of Criminal Procedures Article 103.0031 (b).

Interview (optional)

Ranking

At the County’s discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award.

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

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

Hays County reserves the right to award to multiple contractors and to designate contractors in terms of primary service providers and standby service providers.

F. Submittal Requirements

The Company must deliver their proposal to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

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

Electronic Proposals:

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

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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

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

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

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

G. Award of Contract

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

COMPANY AGREES, if this proposal is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the proposal will be one hundred twenty (120) calendar days.

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

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

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

Respondent's Obligation Regarding Evaluation

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

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

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

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

13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

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

H. Warranty of Performance

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

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

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

IV. General Terms and Conditions for Solicitations

Applicable To: Request for Proposals (RFP)

1. GENERAL DEFINITIONS:

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

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

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

4. INVOICING/PAYMENTS:

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

712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

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

12. CHANGES:

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
- b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
- c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:

- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
- b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. **TERMINATION FOR DEFAULT:** Failure by either County or 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.
21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay 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.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which

reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

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

26. CONTRACTOR CLAIMS NOTIFICATION:

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

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

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

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.

- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

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

31. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - i. The Schedule of Items/Services
 - ii. Terms and Conditions of Request for Proposals;
 - iii. General Provisions;
 - iv. Other provisions, whether incorporated by reference or otherwise; and
 - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.

- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

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

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

- 34. INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
 - b. Provide County a waiver of subrogation.
 - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
 - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
 - e. Submit an original certificate of insurance reflecting coverage as follows:

Business Automobile Liability:

Bodily Injury (Each person) | \$250,000.00

Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$ 100,000.00
Medical Expenses	\$ 10,000.00
Personal & Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$2,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	\$1,000,000.00
Employers Liability – Each Employee	\$1,000,000.00
Employers Liability – Policy Limit	\$1,000,000.00

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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

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

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

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

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

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

Signature of Company Representative

Date

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

NOTARY SEAL

Notary Public in and for the State of Texas

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

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

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

Company Name

Print Name of Company Representative

Signature of Company Representative

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

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

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

Date

IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

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

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

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

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

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

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

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

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

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

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

Name of Contracting Company

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

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

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

1. Debarment and Suspension (2 CFR 180.220)

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

2. Americans with Disabilities Act

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

3. Discrimination

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

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

4. Equal Employment Opportunity

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

Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

5. Wages

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

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

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

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

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

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

9. Lobbying

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

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Minority and Women’s Businesses

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

12. Environmental Standards

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

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

13. Historic Properties

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

14. All Other Federal Laws

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

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

YES _____ NO _____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____ Telephone: _____

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

XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

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

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

Section D: No Known Relationships

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

Attach additional pages if necessary.

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

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

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

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

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

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

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

**Hays County Commissioners Court**

Date: 11/07/2023

Requested By:

CCL Judges

Sponsor:

Judge Becerra

Co-Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to consider salary increases for the County Court at Law Court Reporters and amend the budget accordingly. **BECERRA/SMITH/JOHNSON/BROWN/HALL**

Summary:

Court Reporter Position	Slot #	Judges' Desired Grade	Judges' Desired Step	Judges' Desired Salary	Years @ County
CCL 1	0765-001	131	11	\$ 123,405	4
CCL 2	0765-004	131	12	\$ 127,107	0
CCL 3	0765-002	131	11	\$ 123,405	0

Fiscal Impact:

Amount Requested: \$109,145 (annualized)

\$97,776 (FY24 fiscal impact)

Line Item Number: 001-612-00]

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: If approved, funding will need to be identified. As a reminder, all county employees salary increases were deferred to 2/1/24 and the general fund impact was already short over \$200k to be covered by attrition.

Court Reporter Position	Slot #	Hire Date	Current Salary	Requested Salary	Difference
CCL 1	0765-001	11/26/2018	\$ 91,825	\$ 123,405	\$ 31,580
CCL 2	0765-004	1/9/2023	\$ 91,825	\$ 127,107	\$ 35,282
CCL 3	0765-002	10/2/2023	\$100,340	\$ 123,405	\$ 23,065
Total Salary Increases					\$ 89,928
Fringe Benefits					\$ 19,218
Total Annualized Request					\$ 109,145
Total F 2024 Fiscal Impact					\$ 97,776

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: TBD

New Revenue Y/N?: N/A

Comments:

Attachments

CCL Letter

CCL Salary Data

CCL CR Green Letter

CCL CR Lobello Letter

CCL CR Escamilla Resume

Hays County has three County Courts at Law. The Hays County Courts at Law are courts of record. Therefore, to function, each court must have a certified court reporter.

Without a full complement of three court reporters cases won't be heard, cases won't be tried. Justice delayed is justice denied.

Texas has a shortage of court reporters. Thus, it is a "seller's market" for court reporters in Texas.

The salaries of Hays County Court at Law court reporters is significantly under market. In such a market, it is common sense, much less financial sense, for Hays County's underpaid court reporters to seek higher pay elsewhere.

The local surrounding markets offer from \$98,000 to \$129,000. Two of our court reporters have applied for positions in Bexar County for salaries at \$125,000.

Our courts lost two court reporters on 01/01/23 and another in September to higher paying central Texas counties. Therefore, on two occasions this year we have had to request for an exception to minimum starting pay to attract qualified applicants. Balancing three court dockets with one or two court reporters is not practical nor does it serve justice.

2023 COURT REPORTING SALARIES – TEXAS

HAYS COUNTY SALARY COMPARISON

<u>COUNTY</u>	<u>POPULATION</u>	<u>SALARY</u>
Hays	266,000	District: \$99,000/\$103,303/\$126,656/\$137,738 County: \$91,000 * Recent County hires: \$106,000 and \$100,339.92
Travis	1,356,100	\$129,000
Bexar	2,070,655	\$125,000
Comal	129,100	\$121,073
Guadalupe	55,993	\$100,000
Atascosa	48,139	\$105,000
Bastrop	88,723	\$98,000
Williamson	662,815	\$140,000
Kendall	47,431	\$100,000
Caldwell	40,544	\$ 98,898
*Federal Court		\$107k– 112k

September 21, 2023

Judge Jimmy Alan Hall,

The purpose of this letter is to inform you of my decision to seek out other employment opportunities and to let you know why. The most important being the low pay of the CCL reporters. I have nearly 30 years of experience as a Texas Certified Shorthand Reporter. Five of those years have been with Hays County. The CCL reporters have been severely underpaid and it has proven to be extremely difficult for the court reporters to receive fair increases in salary. Apart from this most recent increase in salary to the entirety of Hays County employees, I had not received much in the way of an increase in pay over the past five years.

My co-reporter, Kim Lobello, and I watched the commissioners' court hearing of January 31, 2023, (Item K4) in shock and disbelief as we heard the approval of the newly certified Texas CSR, Karen Palis, who was to come from Wisconsin earning \$30,000 more than the two of us, even though we all had comparable work experience of 30, 32, and 38 years. We could not understand how we had been excluded from the pay increase while we had been working hard to cover all three dockets. Kim and I waited for our salaries to increase from approx. 77,000 to be made equal to Karen's approved level of 106,000. Our increases never came. This was a devastating blow to me and Kim on both a professional and personal level. It seemed to be the slap heard all around Hays County. Even after the recent increase for all the Hays County employees, Kim and I were still earning \$15,000 less than Karen. Karen worked here approximately five months, all the while earning a substantial amount more than myself and Kim. We would like to believe the commissioners would agree that we should receive fair and equal compensation retroactive to Karen's date of hire with Hays County, considering we have the same level of reporting experience, or more, such in Kim's case with nearly 40 years. We were not "new" reporters.

At the time that I was the only remaining CCL reporter, I would cover all court dockets while we tried to find new reporters. I have also shown each newly hired reporter, including Karen, how the courts run in HC, as each county does things differently, all without having the benefit of properly functioning courtroom equipment for our profession.

Eventually Karen decided to move on from Hays due to the low HOURLY pay to CSRs in Hays County, the equipment in our county courtrooms still not functioning, and the punching of a time clock for a professional court reporter. Karen left for a higher-paying SALARIED position in Travis County.

Court Reporters take down the court proceedings. We work in the courtroom or in our offices on requested court records. It was the opinion of the AG that court reporters should not be bound by a 40-hour work week and that we are entitled to six paid weeks off per year as needed to work on our court records. Hays County requires the CCL reporters to punch a time clock and receive hourly compensation rather than a set salary. This seems very degrading to us as professionals. Every court reporter who has left Hays is no longer required to punch a time clock at their new places of employment. Even the district court reporters in Hays County do not punch a time clock. We would appreciate having the same exemption status as other court

reporting professionals. We simply should not be required to sit in our offices while our judges are on vacation, at annual conferences, or just out for the day. Currently, we are required to be here or take away from our much-needed sick leave or vacation time. I was just informed of an error in my time punches from two months ago and am having to go back now and try to figure it out. It is extremely confusing and frustrating.

I have now watched and waited as Hays County CCL has lost eight or nine court reporters over the last six years, including Karen, who was at the \$106,000 salary. I have tried reaching out to other court reporters, even past Hays County court reporters, to encourage them to come back to work in Hays. It hurt to lose one of our most valuable reporters, Gina May, who spent eight years with Hays County. They have informed me they are not willing to return due to the low salary, the nonworking courtroom equipment, and the requirement of punching a time clock. They also believe if they were to come back, they would not receive adequate increases in pay and would remain stuck at entry-level pay. I am currently at the entry-level pay, even with 30 years of experience as a Texas CSR, five of which years have been with Hays County. Kim Lobello is also at the same entry-level pay with 40 years of experience as a Texas CSR. Experienced court reporters know that when someone is hired as an official, their intent is to be there for the long-term. The constant revolving door in Hays has caused more qualified reporters to be leery of applying and has harmed our CCL reputation among CSR professionals. If Hays were to hire a new court reporter without courtroom experience, we would be required to fully train that new reporter and that new reporter would be earning the same income as the two of us. This is just unacceptable.

Commissioner Walt Smith stated in the January 31, 2023, commissioners' hearing that the CCL reporters should be made equal to the district reporters, but we still have not been made equal. (Please refer to the attached link, Item K.4 of that hearing.) Hays County states they focus on retention over replacement, but that has not proven to be the case with the CCL reporters, even taking into consideration that there is a national shortage of court reporters. We have lost too many highly qualified and experienced reporters. Hays County is faced with paying a sub reporter the going rate of \$600 per day rather than increase the salaries of their loyal and dedicated employees.

I want you to know how difficult this letter has been to write and even more so the decision-making process which prompted this letter. I joined Hays County Court at Law in 2018 and it has always been my full intention to retire from Hays County. I have made several friendships that will remain with me. I would appreciate your recommendation when a potential new employer should call to inquire about my work performance as a CCL reporter for Hays.

Lastly, I would like it known that it would be my sincere desire to stay employed with Hays County if an appropriate comparable salary to our surrounding counties can be attained.

Hays County Commissioners' Court Hearing from January 31, 2023, Item K4.

Jan 31, 2023 Regular - Hays County, TX (swagit.com)



Susan Green, CSR

Susan M. Green, CSR

1850 Burr Oak Ln.

Adkins, Texas 78101

susangreencsr@gmail.com

Mobile: 210-325-9808

AVAILABILITY

I am available to work a regular schedule as needed upon completion of a two-week notice to my current employer.

OBJECTIVE

After having spent the first 23 years of my career in the busy and hectic freelance field of court reporting, I began seeking employment as a full-time official court reporter. I have now worked five years as an official reporter in the County Court at Law for Hays County, Texas at the Government Center in San Marcos, Texas.

I have discovered I prefer working in an office setting as opposed to the freelance work and it is my desire to continue working in a courtroom environment as an official reporter, preferably in a County Court at Law.

RELATED WORK EXPERIENCE

FREELANCE CERTIFIED SHORTHAND REPORTER 1995 – 2018

- Depositions, subbed in court, reported grand jury proceedings, as well as public meetings and jail depositions

OFFICIAL COURT REPORTER 2018 - CURRENT

- Hays County Court at Law No. 1 with Judge Robert E. Updegrove, San Marcos, Texas
- Criminal, civil, probate, jail, hearings, and juvenile detention hearings and certification hearings
- Responsible for establishing the Hays County CCL1 Zoom and YouTube accounts
- Act as host for all Zoom hearings, including breakout rooms, etc., including providing my own personal laptops to better assist the in-person attorneys
- Troubleshoot courtroom technology issues for all three County Courts at Law

CERTIFICATION & EDUCATION

- Southwest School of Court Reporting – Graduated 1995
- Continuing Education Seminars
- Member of TCRA, Texas Court Reporters Associations

FUTURE CAREER OBJECTIVES

While I still maintain my position with Hays County currently, I am actively seeking to work closer to home since my previous judge has now retired.

REFERENCES

- Judge Robert E. Updegrove, former judge of Hays County CCL1 – 512.757.2248
robertupdegrove@centurylink.net
- Judge Jimmy Alan Hall, judge of Hays County CCL1 – 512.393.7629
- Judge Christopher Johnson, judge of Hays County CCL2 – 512.393.7628
- Judge Tacie Zelhart, former judge of CCL3 – 512.878.7337
- Kelly Higgins, DA of Hays County – 512.839.3343
- Gina May, Court Reporter – 210.473.9484
- Landon Campbell, Chief of Misdemeanor Prosecutors – 713.259.2562
- Jeff Weatherford, Magistrate Judge, former Chief of Misdemeanor Prosecutors, 210.793.6971
- Alexandra Williamson, former juvenile prosecutor, Hays County – 210.269.6176

September 20, 2023

Dear Judge Johnson and Hays County Commissioners,

I am currently searching and applying for a better paying position in the surrounding counties for the following reasons: The salary for an Official Reporter in Bexar County and in Travis County is upwards of **\$125,000**. This is starting salary, regardless of years of experience or if you are working in a County or District Court.

The \$35,000 difference in pay we are currently at is unsustainable. "We" are two reporters doing the work of three at the present time. The County has lost nine reporters in six years. Three reporters have left in less than ten months for better paying positions. Being underpaid, understaffed, with a high turnover rate and a heavy workload is unsustainable. The Court Reporter opening position in Hays County is now posted as paying \$91,000 to \$137,000 approximately. My salary and my co-worker's salary are at the minimum \$91,000. We are both highly experienced Reporters. *Please see attached resume.*

I will also state in my entire career of 38 years I have never punched a time clock. The District Reporters do not punch a time clock. I would greatly appreciate the same exempt status.

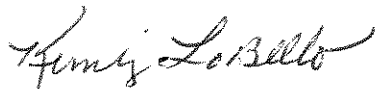
Further, the security is faulty. The secured doors are unsecured. Badges routinely do not work. These conditions pose a serious security risk. As well as guns are allowed to enter the building where criminal proceedings are held as well as disputed family matters.

The technology in the courtroom is also outdated and does not work.

I would truly appreciate the opportunity to remain here in Hays County on the basis of a substantial salary increase. I would also like to see the security doors fixed and working technology.

Please provide a favorable recommendation from potential employers.

Very truly yours,



Kimberly LoBello

Official Reporter

Hays County Court at Law No. 2

712 S. Stagecoach Trail, Suite 2292

San Marcos, Texas 78666

email: kimberly.lobello@co.hays.tx.us

KIMBERLY RICE LOBELLO, CSR

(956)251-3162 - kjlcsr@yahoo.com

SUMMARY

I am a Licensed Court Reporter licensed by the Supreme Court of Texas since October 1986. I have been previously licensed in the State of Nevada and previously licensed as an RPR by the National Court Reporters Association. I have spent the vast majority of my career as an Official Court Reporter, solely by stenographic means.

OFFICIAL REPORTING EXPERIENCE

HAYS COUNTY COURT AT LAW NO. 2 – January 9, 2023 – to the present

I work under the direct supervision of the Honorable Chris Johnson. This court handles civil and criminal county cases, as well as juvenile case.

BEXAR COUNTY COURT AT LAW NO. 10 – January 2019 – December 2022

I work under the direct supervision of the Honorable J. Frank Davis. This is a civil county court. We hear a heavy load of eviction appeals from the justice of the peace, as well as personal injury automobile accident cases, and other such cases under the court's jurisdiction. Pertaining to the eviction appeals, many of the litigants are pro se and handle their own case before the court. This required much time and effort in ensuring a proper record and decorum was maintained.

BEXAR COUNTY COURT AT LAW NO. 14 – January 2013 – December 2018.

I worked under the direct supervision of the Honorable Bill White from January 2013 through December 2014 and thereafter from January 2015 through December 2018 with the Honorable Susan Skinner. I provided RealTime translation in all jury trials heard by Judge Skinner. County Court at Law No. 14 is a criminal misdemeanor court. Judge Susan Skinner implemented an Animal Cruelty docket specializing in animal cruelty cases, such as dog fighting and animal hoarding cases.

WEBB COUNTY 111TH DISTRICT COURT – May 2005 – December 2010

I worked under the direct supervision of the Honorable Raul Vasquez. The 111th District Court was assigned all Level 3 district court civil litigation matters. I provided RealTime in all proceedings before the Honorable Raul Vasquez. Medical malpractice, oil and gas, personal injury cases, contract disputes were among the types of cases assigned to this court.

BEXAR COUNTY COURT AT LAW NO. 7 – January 2000 – December 2003

I worked under the direct supervision of the Honorable Bill White hearing misdemeanor family violence matters. This court was dedicated to keeping family violence victims safe before, during and after an alleged assault.

BEXAR COUNTY DEPUTY REPORTER – January 1996 – December 1999

I was assigned to various courts, including all civil and criminal district and county courts. I was assigned to my first murder trial during this time, as well as many high-profile divorce cases on the civil side.

BEXAR COUNTY COURT AT LAW NO. 8 – January 1992 – December 1995

I worked under the direct supervision of the Honorable Miguel Rodriguez hearing criminal misdemeanor cases.

THE CITY OF SAN ANTONIO MUNICIPAL COURTS – 1988 through 1992

I worked under the direct supervision of Court Administration. I worked with four sitting judges and covered bench trials and jury trials at the Class C misdemeanor level.

FREELANCE REPORTER – 1986 through 1988

As I was just beginning my career, I took deposition work and court assignments, where I began to seek out a career that focused on working in an official capacity, as that was where I felt most fulfilled and experienced the most growth.

References:

Judge J. Frank Davis – (210) 286-8858 and/or j.frankdavis@bexar.org

Former Judge Susan Skinner – (210) 621-3620 and/or susanskinnerlawyer@gmail.com

Retired District Court Judge Raul Vasquez – (956) 337-7342 and/or royvsqz2004@yahoo.com

Leticia Murillo Escamilla
1903 Harness Lane
San Antonio, Texas 78227-2551
(210) 452-3516; e-mail: Lme827@yahoo.com

WORK HISTORY:

September 2019 to Present

Deputy Court Reporter

Currently freelancing in Bexar County, Laredo and surrounding counties.

January 2015 to August 2019

Official Court Reporter

Official Court Reporter for the 218th District Court, Judge Russell Wilson, (830) 769-3750. We covered five counties: Wilson, Karnes, Atascosa, Frio and La Salle.

June 1998 to December 2014

Deputy Court Reporter

Freelanced District and County Courts of Bexar County, including Comal, Val Verde, most of South Texas.

June 1996 to June 1998

Official Court Reporter

Official Court Reporter for the 314th District Court, Judge Mary Craft, (713) 755-6475.

January 1996 to June 1996

Deputy Court Reporter

Freelanced doing depositions and worked as a deputy court reporter for the district courts in Harris County.

January 1994 to January 1996

Freelance Court Reporter

Houston Reporting & Video Service - Owner: Shirley Houston, (713) 739-1400. Freelanced taking depositions in Houston and surrounding counties.

QUALIFICATIONS:

Licensed Certified Shorthand Reporter since 1993.
A seasoned court reporter with 30 years experience.
I have worked in both civil, criminal district and
county courts. I have worked in federal courts as
well.

EDUCATION:

Obtained a two-year certificate in court reporting
from San Antonio College.

Continuing education courses taken as required by
the State Board to keep license current.

28 years experience of reporting in courtrooms.



Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Constable Peterson, Sheriff Cutler

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the Constable Pct. 1 Office and Sheriff's Office to procure vehicle repairs for 2023 leased vehicles and amend the budget accordingly. **INGALSBE/SHELL/PETERSON/CUTLER**

Summary:

The Constable Pct. 1 Office received a leased Tahoe and the Sheriff's Office received a leased Dodge Charger as part of the FY 2023 budget which was delivered to Dana Safety for the police equipment upfit. The vehicles 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 for repairs will need to be identified. Each office received three quotes for needed repairs with Big Boys Collision providing the lowest cost.

Fiscal Impact:

Amount Requested: \$16,827.21 - Constable 1 repairs
\$13,143.05 - Sheriff repairs
Line Item Number: 001-635/618-00.5413

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: N/A
\$16,828 - Increase Constable Pct. 1 Vehicle Maintenance 001-635-00.5413
\$13,144 - Increase Sheriff's Office Vehicle Maintenance 001-618-00.5413
(\$29,972) - Decrease County-Wide Self Insurance 001-645-00.5342

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: 3 quotes received

Auditor's Office

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

Attachments

Constable Pct. 1 Quote
Sheriff Quote



BIG BOYS COLLISION - SAN MARCOS

chuy.bigboys@yahoo.com
5040 SH123 BLDG 400, BLDG 400, San Marcos,
TX 78666
Phone: (512) 878-6798

Workfile ID: 88555182
PartsShare: 7Cjh54

Preliminary Estimate

Customer: Hays Co Constable Pct1

Job Number:

Written By: Cody Smith

Insured: Hays Co Constable Pct1
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Hays Co Constable Pct1
(512) 393-7730 Business

Inspection Location:
BIG BOYS COLLISION - SAN MARCOS
5040 SH123 BLDG 400
BLDG 400
San Marcos, TX 78666
Repair Facility
(512) 878-6798 Business

Insurance Company:

VEHICLE

2023 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

VIN: 1GNSCLED3PR330127
License:
State: TX

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

Power Driver Seat

Power Passenger Seat

DECOR

Dual Mirrors

Privacy Glass

Console/Storage

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Dual Air Condition

Backup Camera

Parking Sensors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Communications System

Hands Free Device

Xenon or L.E.D. Headlamps

Positraction

Lane Departure Warning

ROOF

Luggage/Roof Rack

SEATS

Cloth Seats

3rd Row Seat

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

TRUCK

Trailer Hitch

Trailer Package

Running Boards/Side Steps

Preliminary Estimate

Customer: Hays Co Constable Pct1

Job Number:

2023 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER & GRILLE					
2	R&I	R&I bumper cover				1.7	
3		FRONT LAMPS					
4	R&I	RT Headlamp assy				0.5	
5	R&I	LT Headlamp assy				0.5	
6		HOOD					
7	Repl	Hood	85112715	1	1,151.27	1.5	3.2
8		Add for Clear Coat					1.3
9		Add for Underside(Complete)					1.6
10		FENDER					
11	Blnd	LT Fender					1.1
12	**	Repl A/M CAPA RT Fender	84384211	1	676.00	2.4	2.2
13		Overlap Major Adj. Panel					-0.4
14		Add for Clear Coat					0.4
15		Add for Edging					0.5
16	*	PDR LT Fender		1	<u>150.00</u> X		
		Note: PDR 11 quarter					
17		WINDSHIELD					
18	Repl	Windshield GM, w/o head-up display w/o video display mirror	84734332	1	602.15	Incl.	
19		Aim lane assist camera				m 0.5 M	
20		RESTRAINT SYSTEMS					
21	R&I	RT Head air bag				m 0.6 M	
22	R&I	LT Head air bag				m 0.6 M	
23		ROOF					
24	Repl	Roof panel w/luggage rails	84607741	1	985.93	22.0	5.4
25		Overlap Major Non-Adj. Panel					-0.2
26	*	Add for Clear Coat					1.0
27	Repl	RT Roof molding w/luggage rack	84827996	1	24.60	Incl.	
28	Repl	LT Roof molding w/luggage rack	84827995	1	25.32	Incl.	
29	R&I	R&I headliner				Incl.	
30		PILLARS, ROCKER & FLOOR					
31	*	Rpr RT Uniside assy				s <u>20.0</u>	<u>5.5</u>
32		Overlap Major Adj. Panel					-0.4
33	*	Add for Clear Coat					1.0
34	*	Rpr LT Uniside assy				s <u>15.0</u>	<u>5.5</u>
35		Overlap Major Adj. Panel					-0.4
36	*	Add for Clear Coat					1.0
37		FRONT DOOR					
38	*	PDR RT Door shell w/o body side moldings		1	<u>150.00</u> X		
		Note: PDR 15 quarter					
39	#	Add for Oversize		5	200.00 X		

Preliminary Estimate

Customer: Hays Co Constable Pct1

Job Number:

2023 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

40		Repl	RT Belt molding chrome	84844388	1	59.65	0.3
41		Repl	RT Upper molding black	84988667	1	134.35	0.2
42		Repl	RT Rear applique	84988282	1	70.85	0.2
43		R&I	RT R&I mirror				0.4
44		R&I	RT Door glass GM Tahoe				0.5
45		R&I	RT R&I trim panel				0.4
46	*	PDR	LT Door shell w/o body side moldings		1	<u>150.00</u>	X
			Note: PDR 8 quarter				
47	#		Add for Oversize		1	40.00	X
48		Repl	LT Belt molding chrome	84844387	1	59.65	0.3
49		Repl	LT Upper molding black	84988666	1	134.35	0.2
50	REAR DOOR						
51	*	PDR	RT Door shell w/o body side moldings		1	<u>225.00</u>	X
			Note: PDR 17 quarter				
52	#		Add for Oversize		3	120.00	X
53		Repl	RT Belt molding chrome	84914983	1	63.77	0.3
54		Repl	RT Upper molding black	84988671	1	77.07	0.2
55		Repl	RT Front applique	84988284	1	71.53	0.2
56		Repl	RT Rear applique	84988286	1	71.15	0.2
57		R&I	RT Door glass GM w/o privacy tint				0.5
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 2 quarter				
60		Repl	LT Belt molding chrome	84914982	1	63.77	0.3
61		Repl	LT Upper molding black	84988670	1	77.07	0.2
62	QUARTER PANEL						
63	#	Refn	RT Quarter panel				2.8
64	#		Add for Clear coat		1		1.2
65	*	PDR	RT Quarter panel +25%		1	<u>781.25</u>	X
			Note: PDR 80 quarter				
66	#		Add for Oversize		6	240.00	X
67	*	PDR	LT Quarter panel +25%		1	<u>343.75</u>	X
			Note: PDR 38 quarter				
68	#		Add for Oversize		3	120.00	X
69		Repl	RT Upper molding black	84864987	1	200.15	0.2
70		Repl	LT Upper molding black	84864986	1	200.15	0.2
71		Repl	RT Front molding chrome	85136433	1	126.15	0.2
72		Repl	LT Front molding chrome	85136432	1	129.93	0.2
73	REAR LAMPS						
74		R&I	RT Tail lamp				0.4
75		R&I	LT Tail lamp				0.4
76	LIFT GATE						

Preliminary Estimate

Customer: Hays Co Constable Pct1

Job Number:

2023 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

77		R&I	R&I liftgate assy				1.4	
78	REAR BUMPER							
79		R&I	R&I bumper cover				1.1	
80	#	Repl	Hazardous waste removal	1	10.00	X		
81	#	Repl	Cover car	1		X		0.3
82	#	Repl	Corrosion protection	1	30.00	T	0.3	
83	#	Repl	Seam sealer	1	8.50	T	0.3	
84	#	Repl	Panel bond adhesive	1	26.50	T	0.3	
85	#	Repl	Self leveling sealer	1	21.50	T	0.5	
86	#	Refn	Prime and block					2.0
87	#	Refn	Color Tint/ Color Match					0.5
88	#	Repl	Urethane kit	1	29.95	T		
89	#		Pre Scan	1			0.5	M
90	#		Post Scan	1			0.5	M
SUBTOTALS					7,751.31		76.6	35.1

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					5,004.86
Body Labor	73.9 hrs	@		\$ 66.00 /hr	4,877.40
Paint Labor	35.1 hrs	@		\$ 66.00 /hr	2,316.60
Mechanical Labor	2.7 hrs	@		\$ 125.00 /hr	337.50
Paint Supplies	35.1 hrs	@		\$ 44.00 /hr	1,544.40
Miscellaneous					846.45
PDR					1,900.00
Subtotal					16,827.21
Grand Total					16,827.21
Deductible					0.00
CUSTOMER PAY					0.00
INSURANCE PAY					16,827.21

MyPriceLink Estimate ID / Quote ID:

1145743344400343040 / 130637917

Customer: Hays Co Constable Pct1

Job Number:

2023 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

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 10/17/2023, 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.

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Preliminary Estimate

Customer: Hays Co Constable Pct1

Job Number:

2023 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
12	Keystone, Inc	#GM1241418C	\$ 676.00
	2500 SCARBROUGH DR UNIT #100	A/M CAPA RT Fender	
	AUSTIN TX 78728	Quote: 2231640176	
	(512) 339-3001	Expires: 12/07/23	



BIG BOYS COLLISION - SAN MARCOS

chuy.bigboys@yahoo.com
5040 SH123 BLDG 400, BLDG 400, San Marcos,
TX 78666
Phone: (512) 878-6798

Workfile ID:
PartsShare:

7bd66bd1
7Czt3j

Preliminary Estimate

Customer: HaysCo Sheriff Fleet Vehcile Maintenance

Job Number:

Written By: Cody Smith

Insured: HaysCo Sheriff Fleet Vehcile Maintenance

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

HaysCo Sheriff Fleet Vehcile Maintenance
1307 ULAND ROAD
SAN MARCOS, TX 78666
(512) 757-7416 Cell
(512) 749-1181 Business

Inspection Location:

BIG BOYS COLLISION - SAN MARCOS
5040 SH123 BLDG 400
BLDG 400
San Marcos, TX 78666
Repair Facility
(512) 878-6798 Business

Insurance Company:

VEHICLE

2023 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI

VIN: 2C3CDXAT0PH588771

Interior Color:

Mileage In:

Vehicle Out:

License:

Exterior Color:

Mileage Out:

State: TX

Production Date:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Power Driver Seat

DECOR

Dual Mirrors

Tinted Glass

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

Climate Control

Backup Camera

Parking Sensors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control

Stability Control

Xenon or L.E.D. Headlamps

California Emissions

Power Trunk/Liftgate

Preliminary Estimate

Customer: HaysCo Sheriff Fleet Vehcile Maintenance

Job Number:

2023 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER & GRILLE					
2	R&I	R&I bumper cover				1.9	
3		FRONT LAMPS					
4	*	R&I RT Headlamp assy HID				<u>0.4</u>	
5	*	R&I LT Headlamp assy HID				<u>0.4</u>	
6		HOOD					
7	**	Repl A/M CAPA Hood (ALU)	68265445AB	1	1,113.00	1.5	3.0
8		Add for Clear Coat					1.2
9		Add for Underside(Complete)					1.5
10		FENDER					
11	*	PDR RT Fender w/o wide body		1	<u>225.00</u> X		
		Note: PDR 19 quarter					
12	#	Add for Oversize		3	120.00 X		
13	*	PDR LT Fender w/o wide body		1	<u>225.00</u> X		
		Note: PDR 22 quarter					
14	#	Add for Oversize		4	160.00 X		
15		WINDSHIELD					
16	*	Repl Windshield Dodge w/o rain sensor, w/o humidity sensor	68269895AA	1	<u>400.00</u>	Incl.	
17		COWL					
18	Repl	Cowl grille	57010314AI	1	146.00	Incl.	
19		ROOF					
20	Repl	Roof panel w/o sunroof	68250100AA	1	1,175.00	21.0	3.0
21		Overlap Major Non-Adj. Panel					-0.2
22		Add for Clear Coat					0.6
23		PILLARS, ROCKER & FLOOR					
24	*	Rpr RT Aperture panel w/o wide body				<u>12.0</u>	<u>2.7</u>
25		Overlap Major Adj. Panel					-0.4
26		Add for Clear Coat					0.5
27	*	Rpr LT Aperture panel w/o wide body				<u>12.0</u>	<u>2.7</u>
28		Overlap Major Adj. Panel					-0.4
29	*	Add for Clear Coat					0.5
30		FRONT DOOR					
31	*	PDR RT Door shell (HSS)		1	<u>225.00</u> X		
		Note: PDR 16 quarter					
32	Repl	RT Belt w'strip	57010348AC	1	146.00	0.3	
33	*	PDR LT Door shell (HSS)		1	<u>150.00</u> X		
		Note: PDR 7 quarter					
34		REAR DOOR					
35	*	PDR RT Door shell w/o wide body (HSS)		1	<u>225.00</u> X		
		Note: PDR 24 quarter					
36	*	PDR LT Door shell w/o wide body		1	<u>150.00</u> X		

Preliminary Estimate

Customer: HaysCo Sheriff Fleet Vehcile Maintenance

Job Number:

2023 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI

(HSS)

Note: PDR 9 quarter

37	BACK GLASS							
38		Repl	Back glass Dodge	68230048AD	1	805.00	Incl.	
39	QUARTER PANEL							
40		R&I	RT Wheelhouse liner w/o vented bumper				0.4	
41		R&I	LT Wheelhouse liner w/o vented bumper				0.4	
42	#	PDR	RT Quarter panel		1	275.00	X	
43	#		Add for Oversize		3	120.00	X	
44	#	PDR	LT Quarter panel		1	275.00	X	
45	#		Add for Over size		5	200.00	X	
46	TRUNK LID							
47		Repl	Trunk lid all	68265451AG	1	1,040.00	2.0	2.3
48			Overlap Major Non-Adj. Panel					-0.2
49	*		Add for Clear Coat					0.4
50			Add for Underside(Complete)					1.2
51	REAR LAMPS							
52		R&I	RT Tail lamp assy				0.3	
53		R&I	LT Tail lamp assy				0.3	
54	REAR BUMPER							
55		R&I	R&I bumper cover				1.2	
56	#	Repl	Hazardous waste removal		1	10.00	X	
57	#	Repl	Cover car		1		X	0.3
58	#	Repl	Corrosion protection		1	30.00	T	0.3
59	#	Repl	Panel bond adhesive		1	26.50	T	0.3
60	#	Repl	Seam sealer		1	8.50	T	0.3
61	#	Repl	Self leveling sealer		1	21.50	T	0.5
62	#	Refn	Prime and block					2.0
63	#	Refn	Color Tint/ Color Match					0.5
64	#	Repl	Urethane kit		1	29.95	T	
SUBTOTALS						7,301.45	55.5	21.2

Preliminary Estimate

Customer: HaysCo Sheriff Fleet Vehcile Maintenance

Job Number:

2023 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					4,825.00
Body Labor	55.5 hrs	@		\$ 64.00 /hr	3,552.00
Paint Labor	21.2 hrs	@		\$ 64.00 /hr	1,356.80
Paint Supplies	21.2 hrs	@		\$ 44.00 /hr	932.80
Miscellaneous					726.45
PDR					1,750.00
Subtotal					13,143.05
Grand Total					13,143.05
Deductible					0.00
CUSTOMER PAY					0.00
INSURANCE PAY					13,143.05

Customer: HaysCo Sheriff Fleet Vehicle Maintenance

Job Number:

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Preliminary Estimate

Customer: HaysCo Sheriff Fleet Vehcile Maintenance

Job Number:

2023 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
7	Keystone, Inc 2500 SCARBROUGH DR UNIT #100 AUSTIN TX 78728 (512) 339-3001	#CH1230305PP A/M CAPA Hood (ALU) Quote: 2244202271 Expires: 12/16/23	\$ 1,113.00



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

Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

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

BECERRA

Summary

Additional information will be provided during Executive Session.



AGENDA ITEM REQUEST FORM: **L. 2.**

Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Marisol Villarreal-Alonzo, Auditor

Sponsor:

Commissioner Ingalsbe

Agenda Item

Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project Munch, Project Midnight Blue, Project Hot Pursuit, and Project Lion King. Possible discussion and/or action may follow in open court. **INGALSBE**

Summary



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

Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Sponsor:

Commissioner Cohen

Agenda Item

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

Summary

To be provided in Executive Session.



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

Hays County Commissioners Court

Date: 11/07/2023

Requested By:

Tammy Crumley, Director of Countywide Services

Sponsor:

Judge Becerra

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the employment and duties of the position of the Hays County Local Health Authority. Possible discussion and/or action may follow in open court. **BECERRA**

Summary
