

**Commissioners Court -- NOVEMBER 21, 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 21, 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
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1. Presentation of Hays County Employee Service and Retirement Awards. **BECERRA/MILLER**

G.

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

1. Approve payments of County invoices. **VILLARREAL-ALONZO**

2. Approve the payment of Juror checks. **TENORIO**

3. Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**

4. Approve Commissioners Court Minutes of November 7, 2023 and November 14, 2023.
BECERRA/CARDENAS

5. Approve the payment of the November 30, 2023 payroll disbursements in an amount not to exceed \$5,200,000.00 effective November 30, 2023 and post totals for wages, with-holdings, deductions and benefits on the Hays County website once finalized. **BECERRA/DORSETT**

6. Approve the reappointment of Marilyn Miller and Steve Janda to the Board of Emergency Services District #6 for a two-year term ending December 31, 2025. **SMITH**

7. Authorize Building Maintenance to replace a broken section of the main sewer line at the Broadway location in the amount of \$15,851.00 and amend the budget accordingly. **INGALSBE/T.CRUMLEY**

8. Authorize Building Maintenance to issue final payment to Total Security Solutions in the amount of \$8,972.00 in advance of delivery for the installation of bulletproof glass at Precinct 5 and authorize payment to be disbursed with the county utility checks on November 28, 2023. **COHEN/T.CRUMLEY**

9. Authorize the Recycling and Solid Waste Department to purchase one additional Self Dumping Hopper in the amount of \$1,190.00 and amend the budget accordingly. **SMITH/T.CRUMLEY**
10. Authorize the execution of the 2024 CEO/Law Enforcement Certifications and Assurances Form associated with funding from the Office of the Governor. **BECERRA/T.CRUMLEY/CUTLER**
11. Authorize a waiver to the purchasing policy for the Constable Pct. 4 Office to purchase one (1) Super Seer Corporation Officer Motorcycle Helmet valued at \$604.80 from Super Seer Corporation and amend the budget accordingly. **SMITH/HOOD**
12. Authorize payment to Longhorn Harley-Davidson for installation of a PVP radar display and communication switch to a 2022 Harley-Davidson for \$1,097.55 for the Hays County Constable, Pct. 4 Office, in which a purchase order was not obtained as required per the Purchasing Policy and amend the budget accordingly. **SMITH/HOOD**
13. Authorize Building Maintenance to replace the failed HVAC R-22 Unit #1 at the AM VETs Building located at 401 Veterans Dr. in the amount of \$5,785.01 and amend the budget accordingly. **SHELL/T.CRUMLEY**
14. Authorize Building Maintenance to purchase and replace the hot water heater on the third floor of the Courthouse in the amount of \$2,053.02 and amend the budget accordingly. **INGALSBE/T.CRUMLEY**
15. Authorize the submission of a grant application to the Texas Veterans Commission, Veterans Treatment Court program in the amount of \$350,000.00. **INGALSBE/T.CRUMLEY**
16. Approve the appointment of Erin Abel to the Emergency Services District (ESD) No. 9 Board of Emergency Services Commissioners, to fill the vacancy of the position previously held by Roger Boyd, for the remainder of the term ending December 31, 2024. **SHELL**
17. Approve the reappointment of Paul Terry to the Emergency Services District (ESD) No. 5 Board of Emergency Services Commissioners, a two-year term ending December 31, 2025. **COHEN**
18. Accept donations totaling \$3,000.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE**
19. Authorize the County Judge to execute a service agreement between Hays County and Tetra Vertical Solutions for the maintenance, inspections, and repairs to the Skyfold Wall located at the Public Safety Building, and authorize a purchasing waiver to obtain three quotes. **SHELL/T.CRUMLEY**
20. Authorize the County Judge to execute a no-cost, time extension to the Half Associates, Inc. Work Authorization #3 Agreement, related to the 2020 Parks and Open Space Bond Program Master Services Agreement. **SHELL/T.CRUMLEY**
21. Authorize the submission of a grant application to the Texas Veterans Commission, General Assistance program in the amount of \$250,000.00. **BECERRA/T.CRUMLEY/PRATHER**
22. Approve renewal of IFB 2022-B19 Metal Beam Guard Fence (MBFG) Materials with Texas Corrugators. **BECERRA/BORCHERDING**
23. Authorize payment to SHI Government Solutions in the amount of \$24,585.00 for the Transportation Department related to the annual subscription renewal of the Cartegraph OMS Plus software package where no purchase order was issued as required per the Hays County purchasing policy. **SMITH/BORCHERDING**
24. Accept delivery of Internal Examination Reports for the Justice of the Peace Precinct 1, Place 2 Office, Justice of the Peace Precinct 1, Place 1 Office, and Treasurer's Office. **VILLARREAL-ALONZO**
25. Approve and execute the Sheriff's Office Equitable Sharing Agreement and Certification in accordance with the statutes and guidelines that govern the Federal Equitable Sharing Program. **INGALSBE/CUTLER**
26. Authorize a discretionary exemption per Texas Local Government Code 262.024 (a)(4) for the renewal of Advanced Hosting Services with Collective Data utilized by the Sheriff's Office for inventory purposes. **INGALSBE/CUTLER**

27. Ratify the purchase of a replacement transformer valued at \$4,807.50 for the Jail and amend the budget accordingly. **INGALSBE/CUTLER**
28. Approve Utility Permits. **SHELL/SMITH/BORCHERDING**
29. Approve extension of the Public Improvement District (PID) Bond Underwriting Services pool related to RFQ 2019-P04 Bond Underwriting Services for six (6) months, November 30, 2023 - May 31, 2024. **INGALSBE/HUNT**
30. Authorize the County Judge to execute a contract Amendment between Hays County and Blair Wildlife Consulting, LLC. related to the Professional Services Agreement for environmental support services for the Regional Habitat Conservation Plan. **SHELL/T.CRUMLEY**
31. Authorize payment to Fire Technical Services, LLC. In the amount of \$5,280.00 for the Office of Emergency Services related to permit and inspection management software, in which no purchase order was issued as required per the Hays County Purchasing Policy and amend the budget accordingly. **BECERRA/MIKE JONES**
32. Authorize additional funding for the Constable Pct. 5 Office LCRA Hand-held Radios as approved in the FY24 budget and amend the budget accordingly. **COHEN/ELLEN**
33. Authorize the execution of a resolution and the submission of a grant application to the Texas Indigent Defense Commission, FY24 Formula Grant program. **SHELL/T.CRUMLEY**

H.

ACTION ITEMS

I.

ROADS

1. Discussion and possible action to authorize the Court to execute a Professional Service Agreement between Hays County and Doucet & Associates, Inc. to provide engineering services on the RM 12 from Golds Road to RM 150 project in Precinct 3. **SHELL/BORCHERDING**
2. Discussion and possible action to authorize the Court to execute Contract Amendment No. 5 to increase the contract compensation cap by \$4,000.00 and amend the Exhibit D - Rate Schedule in the Professional Service Agreement with American Structurepoint, Inc. for the RM 3237 Safety Improvements Project from RM 150 to RM 12 in Precinct 3. **SHELL/BORCHERDING**
3. Discussion and possible action to authorize the execution of Change Order No. 1 in the amount of (\$72,064.71) to the Construction Contract with Hunter Industries, Ltd. for Robert S. Light (IFB 2023-B03) project in Precinct 4. **SMITH/BORCHERDING**
4. Discussion and possible action to call for a public hearing on December 5, 2023 to establish a No Dumping zone on Marsh Lane. **COHEN/BORCHERDING**
5. 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**
6. Discussion and possible action to accept the maintenance bond rider extensions from DNT Construction until April 25, 2024 for: Sunfield subdivision: Phase 2, Section 8 - bond #1060750 in the amount of \$188,961.00, Phase 2, Section 11 - bond #1060751 in the amount of \$231,755.60, Phase 3, Section 2 - bond #PB03016800273M in the amount of \$32,600.00, Phase 3, Section 4 - bond #PB03016800240M in the amount of \$22,000.00, and Phase 3 "Roadway Extension" - bond #PB03016800210 in the amount of \$30,350.00. **COHEN/BORCHERDING**
7. Discussion and possible action to consider the release of the Performance Bond #016239056 in the amount of \$2,847,514.67 for Prairie Lakes Phase 1, Section 1. **COHEN/BORCHERDING**
8. Discussion and possible action to consider the release of the Performance Bond #016239057 in the amount of \$1,354,884.61 for Prairie Lakes Phase 1, Section 2. **COHEN/BORCHERDING**

9. Discussion and possible action to consider the acceptance of vegetative coverage and release of the revegetation bond #PB03016800925 in the amount of \$16,695.34 for 6 Creeks subdivision, Phase 1, Section 13A. **SHELL/BORCHERDING**

J.

SUBDIVISIONS

1. PLN-2325-PC; Call for a Public Hearing on December 5, 2023, followed by discussion and possible action regarding the Studio Estates Subdivision, Section 2B, Block D, Lot 38, Replat. **INGALSBE / PACHECO**

K.

MISCELLANEOUS

1. Discussion and possible action to authorize the Hays County Mental Health Court to purchase consumables, decor and personalized coins for the Mental Health Court participants' Commencement Ceremony to be held December 11, 2023. **COHEN/BROWN**
2. Discussion and possible action to authorize consumable purchases for monthly Behavioral Advisory Team (BAT) meetings and Opioid Crisis Prevention meetings for Fiscal Year 2024. **SMITH/INGALSBE/BROWN**
3. Discussion and possible action to authorize the County Judge to execute a contract between GT Site Services & Land Clearing, LLC and Hays County for the Cape's Pond Project, not to exceed \$11,800.00 **INGALSBE/BORCHERDING**
4. 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 Council for the Indigenous and Tejano Community regarding recovery assistance for direct and indirect impacts of COVID-19. **INGALSBE/COHEN**
5. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Pet Prevent A Litter (PALS) regarding recovery assistance for direct and indirect impacts of COVID-19. **SHELL/INGALSBE/COHEN**
6. Discussion and possible action to authorize the execution of a contract between Hays County and Texas Association of Counties pursuant to RFP 2023-P11 Property & Liability Insurance. **BECERRA/MILLER**
7. Discussion and possible action to authorize the Judge to execute a contract with Lexipol and Hays County for the CordicoShield Law Enforcement Wellness App to be utilized by the Sheriff's Office. **INGALSBE/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 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding duties of all individual positions within the office of the Hays County Auditor's Office. Possible discussion and/or action may follow in open court. **SHELL**
3. 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 Snap Dragon and Project Lights Out. Possible discussion and/or action may follow in open court. **BECERRA**
4. 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**
5. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the 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 Judicial Services to include the areas of staffing, equipment, training, operations and policy, by Director of Judicial Services Randy Focken. **BECERRA**

N. **ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 17th 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: 11/21/2023

Requested By:

Miller

Sponsor:

Judge Becerra

Agenda Item

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

Summary

Attachments

November 2023 Retirement and Service Awards

November 2023 Service and Retirement Awards

NAME	DEPARTMENT	POSITION	YEARS
MCGILL, JEFFREY D.	Information Technology	Computer Services Director	30
MARTINEZ, LENNY	Sheriff's Office	Deputy Inspector	30
VILLARREAL-ALONZO, MARISOL	Auditor's Office	Auditor	20
AGEE, VALERIE	Juvenile Probation	Juvenile Probation Office	15
SANCHEZ, PATRICIA	Maintenance Department	Custodian	15
TOMLIN, JOHN	Sheriff's Office	Corrections Srgt	15
FOLLIS, SHANNON	District Attorney's Office	Legal Assistant	10
GREEN, SUSAN	County Court at Law 2	Court Reporter	5
DEICHMANN, CHRISTOPHER C.	Maintenance Department	Facility Maintenance Mgr	5
IBARRA, CHELSEA	Sheriff's Office	Corrections Officer	5
GILLESPIE, LILLIAN	County Clerk's Office	Deputy Clerk	1
CANTALUPO, LEANNE	Development Services	GIS Analyst	1
VANDENBROEK, NICHOLAS P	Development Services	Environmental Health Specialist	1
BREWER-HALL, ANNALISE	District Attorney's Office	Victims Assistance Coordinator	1
YOUNG, CHASE	District Attorney's Office	Attorney	1
PIERCE, NAOMI	District Clerk's Office	Chief Deputy Clerk	1
DELGADO, FERNANDO	Juvenile Detention Center	Juvenile Supervision Officer	1
PHILLIPS, KELLY	Sheriff's Office	Corrections Specialist	1
ABAD, FELIPE Jr.	Sheriff's Office	Corrections Officer	1
SNELL, GEORGE	Sheriff's Office	Corrections Officer	1
CAMPBELL, CALEB	Sheriff's Office	Corrections Officer	1
RETIREE			
DUGGIN, DELTON	CONSTABLE PCT 4	Deputy Constable	
REYNA, PABLO	TRANSPORTATION	Road Supervisor	
STONE, KAREN	TAX ASSESSOR-COLLECTOR	Lead Customer Service Representative	
STRAIN, RONNIE	LIEUTENANT	Sheriff's Office	



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

Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of November 7, 2023 and November 14, 2023. **BECERRA/CARDENAS**

Summary

Attachments

11/7/2023 Minutes

11/14/2023 Minutes

HAYS COUNTY COMMISSIONERS' COURT MINUTES



NOVEMBER 7, 2023

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 7th DAY OF NOVEMBER A.D., 2023, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MICHELLE COHEN	COMMISSIONER, PCT. 2
LON A. SHELL	COMMISSIONER, PCT. 3
WALT SMITH	COMMISSIONER, PCT. 4
BRIANA RAMIREZ-VARGAS	DEPUTY COUNTY CLERK

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

PUBLIC COMMENTS

William L. Wagner Jr. made a public comment concerning unfulfilled Public Information Requests regarding the Mission Oaks Condominiums development. Dan Lyon made a public comment concerning county disbursements and debt. Lauren Foye made a public comment thanking the court for their monetary support of Pet Prevent a Litter of Central Texas (PALS).

39622 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.

The court thanked Lt. Col. Carruthers for his service. Judge Becerra spoke about the importance of unity. Rob Carruthers thanked the court for honoring his father and encouraged the public to attend the Veterans Day Parade on November 11th.

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

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

5 - 0 Passed - Unanimously

39623 Adopt a Proclamation declaring November 5 - 11, 2023 as Dr. Elvin Holt Week in Hays County.

The court recognized Dr. Holt for his accomplishments and service. Ramika Adams, President of the Calaboose African American History Museum, thanked the court for the Proclamation and spoke about Dr. Holt's life and friendship.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation declaring November 5 - 11, 2023 as Dr. Elvin Holt Week in Hays County.

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

5 - 0 Passed - Unanimously



39624 Adopt a Proclamation declaring November 2023 as Turkeys Tackling Hunger Month.

The court thanked the Hays County Food Bank for their service. Iris Tate, Development/Communications Manager, Mae Watts-Parrish, Director, and Mark Jones, Vice President of the Hays County Food Bank, thanked the court for the Proclamation and spoke about the increase in food insecurity in the community and the growing need for donations and volunteers.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation declaring November 2023 as Turkeys Tackling Hunger Month.

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

5 - 0 Passed - Unanimously

39625 Adopt a Proclamation declaring November 13-19, 2023 as Global Entrepreneurship Week 2023, a week of inclusion through international collaboration and mentorship.

The court spoke about the importance of entrepreneurship in the community and thanked the organizations involved. Carina Boston Pinales, Founder of Splash Coworking, spoke about Global Entrepreneurship Week and local startups in the community.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation declaring November 13-19, 2023 as Global Entrepreneurship Week 2023, a week of inclusion through international collaboration and mentorship.

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #F-5 RE: Presentation by Uber representative, Rick Koch, regarding potential transportation options for the County. - WAS PULLED.

39626 Approve payments of County invoices.

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

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

5 - 0 Passed - Unanimously

39627 Approve the payment of Juror checks.

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

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

5 - 0 Passed - Unanimously

39628 Approve the payment of United Healthcare claims.

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

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

5 - 0 Passed - Unanimously

39629 Approve Commissioners Court Minutes of October 24, 2023.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve Commissioners Court Minutes of October 24, 2023.

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

5 - 0 Passed - Unanimously



39630 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.

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

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

5 - 0 Passed - Unanimously

39631 Authorize Building Maintenance to purchase a new Carpet Extractor in the amount of \$3,588.39 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize Building Maintenance to purchase a new Carpet Extractor in the amount of \$3,588.39 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39632 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.

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

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

5 - 0 Passed - Unanimously

39633 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.

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

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

5 - 0 Passed - Unanimously

39634 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.

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

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

5 - 0 Passed - Unanimously

39635 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.

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



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

5 - 0 Passed - Unanimously

39636 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.

Commissioner Smith stated these appointments represent several Hays County communities.

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

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

5 - 0 Passed - Unanimously

39637 Authorize Building Maintenance to purchase a new Tornado Floor Scrubber in the amount of \$1,478.13 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize Building Maintenance to purchase a new Tornado Floor Scrubber in the amount of \$1,478.13 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39638 Approve the resolution amending authorized representatives for the Tax Office Texpool account.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the resolution amending authorized representatives for the Tax Office Texpool account.

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

5 - 0 Passed - Unanimously

39639 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.

Dan Lyon made a public comment against the item and changes made to the contract. Commissioner Shell spoke about how the cost for inmate outsourcing is calculated and stated he believes this is a fair price.

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

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

5 - 0 Passed - Unanimously

39640 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.

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

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

5 - 0 Passed - Unanimously



39641 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.

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

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

5 - 0 Passed - Unanimously

39642 Accept delivery of the Auditor's Office Quarterly Internal Examination Reports.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to accept delivery of the Auditor's Office Quarterly Internal Examination Reports.

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

5 - 0 Passed - Unanimously

Clerk's Note: Item G-18 was opened in Executive Session.

39643 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.

Those present in Executive Session were the Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Marisol Villarreal-Alonzo, Hays County Auditor, Vickie Dorsett, Hays County Budget Officer, Stephanie Hunt, Hays County Purchasing Agent, Tammy Crumley, Director of Countywide Operations, Shari Miller, Director of Human Resources, and Matthew Gonzales, Hays County Health Department Manager.

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

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

5 - 0 Passed - Unanimously

39644 Approve Utility Permits.

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

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

5 - 0 Passed - Unanimously

39645 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.

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

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #G-21 RE: *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. - WAS PULLED.*



39646 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.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith 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 Redwood Apartments, Hays County, Texas.

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

5 - 0 Passed - Unanimously

39647 Approve the IT & Elections Department to purchase a refrigerator and microwave for the new IT-Elections Building, total not to exceed \$950.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to approve the IT & Elections Department to purchase a refrigerator and microwave for the new IT-Elections Building, total not to exceed \$950.00.

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

5 - 0 Passed - Unanimously

39648 Approve and accept the official oath and set the required bond amount for the newly appointed Justice of the Peace, Pct. 2-2.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to approve and accept the official oath and set the required bond amount for the newly appointed Justice of the Peace, Pct. 2-2.

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

5 - 0 Passed - Unanimously

39649 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.

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

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

5 - 0 Passed - Unanimously

39650 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.

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

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

5 - 0 Passed - Unanimously

39651 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.

Dan Lyon made a public comment against the item and expressed concerns over privacy. Commissioner Smith explained the county has an existing contract for these devices on county roads, and this would allow for installation on state roads as well.



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

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

5 - 0 Passed - Unanimously

39652 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.

Commissioner Shell spoke about the changes and modernization needed at the intersection.

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

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

5 - 0 Passed - Unanimously

39653 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.

Commissioner Shell stated this is for lighting improvements that align with dark sky lighting, and the Texas Department of Transportation will fund the installation and construction of the project.

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

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

5 - 0 Passed - Unanimously

39654 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.

Commissioner Ingalsbe explained this portion of Yarrington Road is now considered FM 110 and the state requested this action so they may take over road maintenance.

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

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

5 - 0 Passed - Unanimously

39655 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.

Commissioner Shell explained the county is responsible for the design of the improvements and the state will cover construction costs that have been identified at just under \$6 million.



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

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

5 - 0 Passed - Unanimously

39656 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.

Commissioner Shell stated this area has been identified for sidewalk improvements for students and visitors, and the county is responsible for utility coordination work.

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

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

5 - 0 Passed - Unanimously

39657 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.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to release the subdivision bond #ES00012802 in the amount of \$2,174,384.25 for Headwaters at Barton Creek, Phase 3.

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #I-7 RE: *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).* - **WAS PULLED.**

39658 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.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to release the Letter of Credit #20234030 in the amount of \$48,344.00 for 6 Creeks, Phase 1, Section 12.

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

5 - 0 Passed - Unanimously

39659 PLN-2247-PC; Hold a Public Hearing, followed by discussion and possible action regarding Stagecoach Ranch, Sec 2, Lot 19E, Replat.

Judge Becerra opened the Public Hearing at 12:03 p.m. No comments were made. Judge Becerra closed the Public Hearing at 12:04 p.m. Marcus Pacheco, Director of Development Services, provided background on the property. He stated staff recommends disapproval due to deficiencies included in the backup and requested the authority to approve the plat once the deficiencies are addressed.

A motion was made by Commissioner Shell, seconded by Judge Becerra to disapprove Stagecoach Ranch, Sec 2, Lot 19E, Replat (PLN-2247-PC) until corrections can be made to their submittal, and authorize the Development Services Department to approve once all conditions have been met.

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

5 - 0 Passed - Unanimously



39660 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.

Judge Becerra opened the Public Hearing at 12:05 p.m. No comments were made. Judge Becerra closed the Public Hearing at 12:05 p.m. Marcus Pacheco, Director of Development Services, provided background on the property. He stated staff recommends disapproval due to deficiencies included in the backup and requested the authority to approve the plat once the deficiencies are addressed.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to disapprove 3-G Ranch, Sec 1, Lot 1-A, Vacate and Replat (PLN-2272-PC) until corrections can be made, and authorize the Development Services Department to approve once all conditions have been met.

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

5 - 0 Passed - Unanimously

39661 PLN-2295-NP; Discussion and possible action regarding the ratification of the Jacobs Well Landing subdivision.

Commissioner Shell stated this item is an example of the new process in which Development Services may approve a plat once deficiencies are addressed and bring it back to Commissioners Court for ratification. Marcus Pacheco, Director of Development Services, provided background on the property and stated staff approved the application and are requesting ratification.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to ratify the Jacobs Well Landing subdivision (PLN-2295-NP).

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

5 - 0 Passed - Unanimously

39662 PLN-1900-NP; Discussion and possible action regarding the ratification of Prairie Lakes Subdivision, Phase 2, Section 1, Final Plat.

Marcus Pacheco, Director of Development Services, provided background on the property and stated staff approved the application and are requesting ratification.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to ratify Prairie Lakes Subdivision, Phase 2, Section 1, Final Plat (PLN-1900-NP).

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

5 - 0 Passed - Unanimously

39663 PLN-2062-NP; Discussion and possible action regarding the ratification of Prairie Lakes Subdivision, Phase 2, Section 2, Final Plat.

Marcus Pacheco, Director of Development Services, provided background on the property and stated staff approved the application and are requesting ratification.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to ratify Prairie Lakes Subdivision, Phase 2, Section 2, Final Plat (PLN-2062-NP).

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

5 - 0 Passed - Unanimously

39664 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.

Dan Lyon made a public comment against the item and its cost. Commissioner Ingalsbe spoke about the possibilities for this park, including trails, fishing areas, and playgrounds, and stated meetings will be held to gather input from the community. Commissioner Shell spoke about the value of this project and how it will improve the area.



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

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

5 - 0 Passed - Unanimously

39665 Discussion and possible action to change the name of the Hays County Local Health Department to Hays County Health Department.

Tammy Crumley, Director of Countywide Operations, spoke about the benefits of this name change.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to change the name of the Hays County Local Health Department to Hays County Health Department.

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

5 - 0 Passed - Unanimously

39666 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.

Commissioner Cohen explained more school resource officers are required to be on campuses due to recent legislation passed. Commissioner Smith spoke about difficulties in filling these positions.

A motion was made by Commissioner Cohen, seconded by Commissioner Smith to adopt a resolution supporting the initiative of Hays Consolidated Independent School District in providing an armed security officer at each district campus.

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

5 - 0 Passed - Unanimously

39667 Discussion and possible action to implement the proposed Hays County Intern Program guidelines.

Shari Miller, Director of Human Resources, spoke about the new intern program guidelines and explained that interns should be assigned work that will enhance their education. She asked that departments request interns through Human Resources, and noted interns should be unpaid if they are able to receive course credit for their work.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to implement the proposed Hays County Intern Program guidelines.

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

5 - 0 Passed - Unanimously

39668 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.

Commissioner Shell spoke about the history of the Pre-trial Services Department and its transition into the Judicial Services Department. Judge Becerra spoke about how this restructuring will increase efficiencies and noted the board will still report to the Commissioners Court. Commissioner Shell spoke about the court's non-voting positions on the board and the efforts of all involved in this new department. Commissioner Ingalsbe thanked all involved and spoke about the importance of pre-trial and judicial services. Commissioner Cohen thanked Commissioner Shell for the nomination to the board. Commissioner Smith thanked Commissioner Shell and Commissioner Ingalsbe for their years of work on this. Commissioner Shell recognized Judge Gary Steel, 274th Judicial District, for his work on this.



Judge Sherri Tibbe, 453rd Judicial District, and Judge Elaine Brown, County Court at Law 3, thanked the court for their commitment to this. Vickie Dorsett, Hays County Budget Officer, stated this item is currently fully funded by the American Rescue Plan Act (ARPA) and in the future it will be moved to the General Fund.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the creation and bylaws for the new structure of the Hays County Judicial Services Board, previously called the Pretrial Services Department; to place the new Judicial Services Department underneath the Courts to be supervised by the Courts along with the Hays County Judicial Services Board and the newly approved bylaws; and to appoint Commissioner Cohen to replace Commissioner Shell as a non-voting member on the Hays County Judicial Services Board with the other member being Commissioner Ingalsbe.

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

5 - 0 Passed - Unanimously

39669 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.

Eric Boehning, Ardurra Project Manager, praised the court for their effective use of American Rescue Plan Act (ARPA) funds. Commissioner Ingalsbe spoke about this partnership with BR3T and preventing homelessness. The court thanked Ardurra for their project management. Commissioner Smith stated he will contribute \$25,000 from his ARPA allocation to this. Vickie Dorsett, Hays County Budget Officer, clarified the contract will not change, but the Precinct 1 contribution will decrease from \$825,000 to \$800,000. Commissioner Smith asked for more outreach for this program in Precinct 4.

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

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

5 - 0 Passed - Unanimously

39670 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.

Commissioner Shell asked for clarification on which courts are included in this item. Stephanie Hunt, Hays County Purchasing Agent, explained the Justice Courts have asked for a contract separate from the County Courts at Law and District Courts. Judge Andrew Cable, Justice of the Peace Precinct 3, further explained why the Justice Courts are requesting their own contract for collection services. The court discussed the selection committee and concluded it should be comprised of 3 Justices of the Peace, a member of the Commissioners Court, and an individual from the Civil Division of the District Attorney's Office.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve specifications for RFP 2024-P01 Delinquent Justice Court Fees and Fines Collection Services and direct purchasing to solicit for proposals, advertise, and conduct in-person presentations from selected applicants; and to create a selection committee comprised of Justices of the Peace John Burns, Maggie Moreno, and Andrew Cable, County Judge Ruben Becerra, and an appointee from the District Attorney's Civil Division.

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

5 - 0 Passed - Unanimously



Discussion and possible action to consider salary increases for the County Court at Law Court Reporters and amend the budget accordingly.

Briana Ramirez-Vargas, Deputy County Clerk, read an emailed public comment from Rosa Luera against the item. Judge Jimmy Alan Hall, County Court at Law 1, spoke about the urgent need to increase the pay for and retain court reporters. Judge Becerra and Commissioner Smith spoke in support of the item. Judge Sherri Tibbe, 453rd Judicial District, spoke in support of the item, as well as revisiting court reporter salaries for the Districts Courts. Commissioner Smith suggested looking into temporary solutions until positions can be filled. Judge Elaine Brown, County Court at Law 3, spoke in favor of the item and of the importance of having a reporter physically present to do the job. Shari Miller, Director of Human Resources, spoke about the positions and the increases they have received throughout the salary study. Commissioner Cohen and Commissioner Ingalsbe expressed hesitancy over raising salaries before the increases expected in February 2024. Vickie Dorsett, Hays County Budget Officer, clarified the step plan placement that will happen in February and noted the new salary plan does not account for outside experience. Judge Hall requested that the court compromise and raise the salaries of two court reporters to match the highest paid. Commissioner Shell spoke about the issues the county has had with salaries and suggested bringing this request to the Compensation Committee. The court had a lengthy discussion regarding the implementation of salary increases.

A motion was made by Commissioner Smith, seconded by Commissioner Cohen to implement salary increases for the County Court at Law Court Reporters and amend the budget accordingly.

AYE: Commissioner Smith, Judge Becerra

NAY: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell

2 - 3 Failed

Clerk's Note: Judge Becerra called for a recess that began at 11:19 a.m. and resumed back into open court at 11:29 a.m.

39671 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.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Constable Pct. 1 Office and Sheriff's Office to procure vehicle repairs for 2023 leased vehicles and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

Clerk's Note: Executive Session began at 12:23 p.m. and resumed back into open court at 1:42 p.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 the Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Marisol Villarreal-Alonzo, Hays County Auditor, and Vickie Dorsett, Hays County Budget Officer. No action taken.

39672 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.

Those present in Executive Session were the Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Marisol Villarreal-Alonzo, Hays County Auditor, Vickie Dorsett, Hays County Budget Officer, Jessica Inacio, Greater San Marcos Partnership, and Victoria Vargas, Director of Economic Development at the City of Kyle.



A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Hays County Auditor and the Hays County Treasurer to process and disburse a payment of \$58,323.03 payable to H.E.B. Grocery Company, L.P., in recognition of H.E.B.'s partial performance under the Ch. 381 Economic Development Agreement between Hays County and H.E.B.

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

5 - 0 Passed - Unanimously

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.

Those present in Executive Session were The Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Marisol Villarreal-Alonzo, Hays County Auditor, Winton Porterfield, Assistant Director of the Hays County Transportation Department, Shari Miller, Director of Human Resources, Vickie Dorsett, Hays County Budget Officer, and David Baylor, LJA Engineering Director of Right of Way. No action taken.

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.

Those present in Executive Session were the Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Shari Miller, Director of Human Resources, Matthew Gonzales, Hays County Health Department Manager, Tammy Crumley, Director of Countywide Operations, and Vickie Dorsett, Hays County Budget Officer. No action taken.

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

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

Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average was 548 for the week of October 29, 2023, with a peak of 554 inmates on November 1, 2023. The estimated cost for outsourcing inmates this week was \$177,320. The average number of outsourced males is 274 and females is 5. This week's inmates were housed in the following counties: Comal, Haskell, and Maverick.

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.*




November 7, 2023

ADJOURNMENT

A motion was made by Commissioner Shell, seconded by Judge Becerra to adjourn court at 1:43 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on NOVEMBER 7, 2023.





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



HAYS COUNTY COMMISSIONERS' COURT MINUTES



NOVEMBER 14, 2023

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 14th DAY OF NOVEMBER A.D., 2023, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	COUNTY JUDGE
MICHELLE COHEN	COMMISSIONER, PCT. 2
LON A. SHELL	COMMISSIONER, PCT. 3
LILLIAN GILLESPIE	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 COMMISSIONER INGALSBE AND COMMISSIONER SMITH BEING ABSENT, THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Harvey Jenkins made a public comment concerning county debt. Dan Lyon made a public comment concerning jail staffing, county disbursements, and the Cape's Park project.

39673 Canvass the totals of the November 7, 2023 Constitutional Amendment Election.

Jennifer Doinoff, Hays County Elections Administrator, stated voter turnout was about 16%. Judge Becerra thanked Doinoff and her employees and volunteers for their work to maintain election integrity. Doinoff spoke about having a successful first election in the new Hays County Elections facility.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to canvass the totals of the November 7, 2023 Constitutional Amendment Election.


AYE: Commissioner Cohen, Commissioner Shell, Judge Becerra
3 - 0 Passed - Unanimously

ADJOURNMENT

A motion was made by Commissioner Shell, seconded by Judge Becerra to adjourn court at 10:10 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 NOVEMBER 14, 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: 11/21/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item

Approve the payment of the November 30, 2023 payroll disbursements in an amount not to exceed \$5,200,000.00 effective November 30, 2023 and post totals for wages, with-holdings, deductions and benefits on the Hays County website once finalized. **BECERRA/DORSETT**

Summary



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

Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Sponsor:

Commissioner Smith

Agenda Item

Approve the reappointment of Marilyn Miller and Steve Janda to the Board of Emergency Services District #6 for a two-year term ending December 31, 2025. **SMITH**

Summary



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize Building Maintenance to replace a broken section of the main sewer line at the Broadway location in the amount of \$15,851.00 and amend the budget accordingly. **INGALSBE/T.CRUMLEY**

Summary:

A large section of the outdoor main sewer line that leads to the Broadway location needs to be replaced. SI Mechanical has submitted an estimate for the work under RFP 2023-P03 in the amount of \$15,581. This will include the removal of the concrete/sidewalk, excavating a 25ft long x 4ft deep trench, replacing the broken sewer line, following all checks and City plumbing inspections, and back filling trench and replacing concrete/sidewalk.

Fiscal Impact:

Amount Requested: \$15,851

Line Item Number: 001-695-00.5741

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$15,851 - Increase Misc. Capital Improvements 001-695-00.5741

(\$15,851) - Decrease Building Maintenance & Repair 001-695-00.5451

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Proposal 2023-P03 Countywide Plumbing

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

SI Mechanical Estimate



PO Box 1589 • Buda, Texas • 78610
Office (512) 593-6001

Estimate

November 3, 2023

TACLA00045892C
M-40866

To: Hays County
Attn: Chris D.

Re: Replace out door section of main sewer line

We propose to install the follow **PLUMBING** work as outlined below per our RFP 2023-P03 Countywide Plumbing Contract.

Labor	Hours	Rate	Materials & Tools	Rentals	Subcontractors			
Tech(s)....	32	\$105.00	Materials.....	\$1,402.08	Rental(s).....	\$2,016.00	Subcontractor(s)...	\$5,000.00
Hepler(s)...	32	\$75.00	Markup @ 25%..	\$350.52	Markup @ 15%...	\$302.40	Markup @ 15%....	\$750.00
Total.....		\$5,760.00	Total.....	\$1,752.60	Total.....	\$2,318.40	Total.....	\$5,750.00

Plumbing Work: \$ 15,581.00
Tax 8.25% \$ -
Total Price \$ 15,581.00

Scope of Work:

1. Furnish and install: (~20ft) 4"Ø SCH40 PVC and Misc. Fittings & Plumbing Supplies.
2. Lock-out, Tag-out & Deenergize energy source (shut water off to Bldg.).
3. Scan, saw cut and remove existng concrete side walk to access sewer line (via. Subcontactor).
4. Excavate ~25ft long x 4ft deep trench to expose existng sewer line (via backhoe).
5. Replace existing broken sewer line with new PVC pipe.
5. Rebed line, turn on water, check for leaks, verify operations, and call in for plumbing rought City inspection.
6. After inspection, backfill trench and call in for plumbing final inspection.
7. After inspection, re-dow and our back concrete.
8. Clean up work area.

Note: This is an estimate only, additional parts and labor may be required. Project will be invoiced as Time & Materials.

Bid Clarifications:

1. No Payment or Performance Bonds
2. Sales tax included.
3. All work performed during normal hours.
4. No electrical of any kind.
5. No landscaping, dewatering, re-seeding, grass repair, or pressure washing clean up.
6. **No Arborist (tree will need to be removed for repair).**
7. No temporary facilities or temporary air.
8. No rock excavation.
9. Concrete scanning, cutting, and pour back via subcontractor.
10. No abatement of hazardous materials.
11. Spoil haul off inculed.
12. **811 will be called before breaking ground.**
13. Professional Engineering, Design Intent and Delegated Design is strictly excluded.
14. **Customer to locate and mark all existing private utilities. SI Mechanical LLC is not liable for damages to unmarked utilties or trees. The cost of these repairs shall be burden of the customer.**

This proposal is based on acceptance of a mutually agreed upon subcontract agreement and may be withdrawn if not accepted with in 30 days.

Sincerely,

SI MECHANICAL, LLC

JoshA bbott
Email# JoshA@simechanical.com
Cell# 512-423-2970



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Cohen

Agenda Item:

Authorize Building Maintenance to issue final payment to Total Security Solutions in the amount of \$8,972.00 in advance of delivery for the installation of bulletproof glass at Precinct 5 and authorize payment to be disbursed with the county utility checks on November 28, 2023. **COHEN/T.CRUMLEY**

Summary:

On May 23, 2023, Commissioners Court approved the purchase and installation of bulletproof glass at the PCT 5 building. Per the original proposal, final payment is due prior to the shipping of the glass. Building Maintenance would like to request approval to issue final payment to Total Security Solutions in the amount of \$8,972, and would also like to request permission to have the payment disbursed with the county utility checks on November 28, 2023.

Fiscal Impact:

Amount Requested: \$8,972

Line Item Number: 110-630-00.5741

Budget Office:

Source of Funds: Justice Court Building Security Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Purchasing Wavier obtained for 3 quotes and approved on 5.23.23

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

Total Security Final Invoice

935 Garden Lane
Fowlerville, MI 48836
Phone: (888) 893.6140
Fax: (517) 223-0805

INVOICE

Invoice No: 1024577

Date: 07/31/2023

Bill To:

Hays County Constable's Office, Precinct 5
712 S Stagecoach Trail Suite 1071
San Marcos, TX 78666

Ship To:

Hays County Constable's Office, Precinct 5
712 S Stagecoach Trail Suite 1071
San Marcos, TX 78666

Job Number	P.O. Number	Payment Terms	Project
26748	2023-00001319	50% Down/Bal. due prior to ship	Hays County Constable Level 3 Transaction Windows

Description	Qty	Rate (\$)	Amount (\$)
Balance	0.5	\$17,944.00	\$8,972.00

Furnish and install Two Speak Hole and Backer Transaction Window Furnish
UL 752 tested & rated Level 3 LP 1250 BR (laminated polycarbonate/acrylic
1-1/4" thick) transaction window fabricated a clear satin anodized
TSS-BL1.75 frame.

Thank you for your business.

Sub-Total: **\$8,972.00**

Sales Tax: **\$0.00**

Total: **\$8,972.00**

Payments/Credits: **\$0.00**

Balance Due: **\$8,972.00**



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Smith

Agenda Item:

Authorize the Recycling and Solid Waste Department to purchase one additional Self Dumping Hopper in the amount of \$1,190.00 and amend the budget accordingly. **SMITH/T.CRUMLEY**

Summary:

The Recycling and Solid Waste Department was awarded \$6,300 under the FY24 adopted budget to purchase three (3) self dumping hoppers. In receiving a quote from Global Industrial under BuyBoard contract 657-21, we see that we are able to purchase four (4) hoppers for \$6,290 (including shipping) and stay within the \$6,300 budget. Recycling and Solid Waste is requesting approval to purchase that additional fourth hopper.

Fiscal Impact:

Amount Requested: \$1,190

Line Item Number: 001-716-00.5719_400

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: BuyBoard contract 657-21

Auditor's Office

G/L Account Validated Y/N?: Yes, Misc. Equipment Operating Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Hopper Quote

FY24 Adopted Budget



2505 MILL CENTER PARKWAY SUITE 100
BUFORD, GA 30518

Sales Quote

Account #:503644	Quote #:7182794	Quote Issued:10/25/2023
HAYS COUNTY	BILLY.GEPHART@CO.HAYS.TX.US	*Pricing valid for 30 days from quote issue date. subject to change based on product availability and/or extraordinary market conditions
BILLY GEPHART	Phone: (512) 964-2960	
20290 FM 150	Fax:	
DRIFTWOOD, Texas 78619		
CLICK HERE TO LOGIN AND PLACE THIS ORDER ONLINE.		

Part#	Description	Shipping	Quantity	Price	Extended
989014	Global Industrial™ Medium Duty Self Dumping Forklift Hopper, 2 Cu. Yd., 4000 Lb. Cap., Gray	TRUCK	4	\$1,190.00	\$4,760.00
Item Total:					\$4,760.00
Shipping and Handling:					\$1,530.00
PLEASE BE SURE TO REVIEW OUR TERMS AND CONDITIONS				*Total:	\$6,290.00

Notes BUYBOARD 657-21 VENDOR NO. 8745	Thank you for the opportunity to help with your needs. To place your order or for further assistance please contact me. Name: DANIEL HIMELICK Email: DHIMELICK@GLOBALINDUSTRIAL.COM Phone: (678) 969-6676 x122676 Fax: (888) 820-4562
--	---

*Applicable taxes and shipping charges will be added to invoice.



11 Harbor Park Drive, Port Washington, N.Y. 11050
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Help | Contact Us

This order is subject to [Global Industrial's Terms & Conditions of Sale](#). Global Industrial objects to any other additional or different terms in your purchase order or acceptance.

Fund/Dept REQUESTED	Qty	Cost Per Unit	2024 Requested	Qty	2024 Recommended	Qty	2024 Adopted	
Department 657 - Development Services - continued								
5719_400 Miscellaneous Equipment Operating Expense								
Front Counter Area - Office Space	1	4,090	4,090	1	4,090	1	4,090	
Vehicle Accessories for Vehicle - Truck Tool Boxes	4	558	2,232	4	2,232	4	2,232	
			6,322		6,322		6,322	
5741 Misc Capital Improvements								
File Room Conversion - Office Space	1	13,396	13,396	1	13,396	1	13,396	reserves
			13,396		13,396		13,396	
Department 657 - Development Services Totals			22,718		22,718		22,718	
Department 676 - Historical Commission								
5719_400 Miscellaneous Equipment Operating Expense								
2 Display Cabinets for the Courthouse Museum	2	4,000	8,000	2	8,000	2	8,000	reserves
			8,000		8,000		8,000	
Department 695 - Building Maintenance								
5719_700 Miscellaneous Equipment Capital Outlay								
Tiger Cat II 52" W. 28HPVANGEFI	1	9,749	9,749	1	9,749	0	purchased FY23	
PSB UPS Replacement Batteries						2	69,588	reserves
Replace drive on 5 GC Elevators						5	135,000	reserves
			9,749		9,749		204,588	
Department 700 - Parks Administration								
5719_700 Miscellaneous Equipment Capital Outlay								
2032 Polaris	1	15,547	15,547	1	15,547	1	15,547	reserves
			15,547		15,547		15,547	
Department 716 - Recycling and Solid Waste								
5719_400 Miscellaneous Equipment Operating Expense								
Self Dumping Hoppers- 2 Yard Capacity	3	2,100	6,300	3	6,300	3	6,300	reserves
Skid Steer Grappling Claw Attachments	2	6,000	12,000	2	12,000	2	12,000	reserves
			18,300		18,300		18,300	
5719_700 Miscellaneous Equipment Capital Outlay								
Vertical Cardboard Baler	2	25,000	50,000	2	50,000	2	50,000	reserves
Total Recycling and Solid Waste			68,300		68,300		68,300	
Cost Center 716-99-190 - CAPCOG Solid Waste Implementation Grant								
Baler						1	12,304	rollover
Cost Center 618-99-156 - DOJ Patrick Leahy BVP Grant								
5717_400 Law Enforcement Equipment Operating			20,000		20,000		20,000	
Bulletproof Vests								
Fund 001 - General Fund Totals			3,758,681		10,974,226		13,852,506	
Fund 006 - Public Safety Construction								
5711_400 Office Equipment Operating								
Furniture for PSB (2023-1657)							1,197	rollover
Fund 006 - Public Safety Construction Totals			-		-		1,197	
Fund 011 - American Rescue Plan Fund								
Cost Center 151 - St. David's Foundation/Covid								
5713_700 Vehicles Capital								
Vaccine Van	1	180,827	180,827	1	180,827	1	180,827	



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

T. CRUMLEY/CUTLER

Sponsor:

Judge Becerra

Agenda Item

Authorize the execution of the 2024 CEO/Law Enforcement Certifications and Assurances Form associated with funding from the Office of the Governor. **BECERRA/T.CRUMLEY/CUTLER**

Summary

Each year the Chief Executive Officer (County Judge) and the Head of the Law Enforcement Agency (Sheriff) must sign the CEO/Law Enforcement Certifications and Assurances in order to receive funding for all law enforcement or criminal justice related grants from the Office of the Governor. Grant funds cannot be reimbursed until the certifications have been signed.

Attachments

CEO/LE Certifications



Office of the Governor

Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: Hays County	Date: 11/21/2023
Agency/Department Name: Hays County Sheriff's Office	
Name of Chief Executive Officer: Ruben Becerra, County Judge	
Name of Head of Law Enforcement Agency: Gary Cutler, Sheriff	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of Hays County (“Grantee”) and as head of Hays County Sheriff's Office (“Agency”), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2024 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2024 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency’s receipt or DHS’s issuance of detainer requests, or in any way limits or restricts Grantee’s and Agency’s full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Ron Hood

Sponsor:

Commissioner Smith

Agenda Item:

Authorize a waiver to the purchasing policy for the Constable Pct. 4 Office to purchase one (1) Super Seer Corporation Officer Motorcycle Helmet valued at \$604.80 from Super Seer Corporation and amend the budget accordingly.

SMITH/HOOD

Summary:

The Constable's Office needs to purchase the Super Seer Motorcycle Helmet for a motor officer, and is asking for a wavier to the purchasing policy of obtaining three quotes. Super Seer has the correct-sized helmet, which is compatible with the current system for sending and receiving communications compatible with the LCRA radio systems.

Attached: Super Seer Invoice

Fiscal Impact:

Amount Requested: \$604.80

Line Item Number: 001-638-00.5717_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$605.00 - Increase Law Enforcement Equipment_Ops 001-638-00.5717_400

(\$605.00) - Decrease Law Enforcement Supplies 001-638-00.5206

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Purchasing Wavier for obtaining 3 quotes

Auditor's Office

G/L Account Validated Y/N?: Yes, Communication Equipment Operating Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Quote - Super Seer Corp.



® CORPORATION

PRICE QUOTE

P.O. BOX 700 • EVERGREEN, COLORADO 80437-0700

PHONE (303) 674-6663 • FAX (303) 674-8540

Visit us at: www.superseer.com • E-Mail: sales@superseer.com

Date: 10/25/2023

To: Hays County Constable Pct. 4
Attn: John Pozuc
195 Roger Hanks Pkwy 3
Dripping Springs, TX 78620
Phone: 512-858-7605
Email: john.pozuc@co.hays.tx.us

Terms: NET 30 DAYS
Delivery: 4-6 WEEKS ARO
FOB: EVERGREEN
Freight: PRE-PAID & ADDED
TO INVOICE
Valid: 60 DAYS

QTY	MODEL #	DESCRIPTION	UNIT PRICE	TOTAL
1	S2108V-66-481	New Lightweight Carbon Fiber Composite Shell – White w/ Midnight Blue High Trim - Adjustable air intake vents with air channeled interior Size: 1 Large – Elongated	\$520.00	\$520.00
1	S-9090	Special Helmet Harness with Double Pull-The-Dot Snaps and Velcro for PVP	\$38.00	\$38.00
1	.4 ST	Cushion Padded Interior – ¼" & 3/8" Pads Treated with SoftTouch (Moisture-Wicking, Anti-Bacterial, Anti-Microbial)	included	
1	S-1154-2S	Visor, Black Patent Silver Rank Band and "S" buttons	included	
1	S-7007	Nape Strap & Sleeve, Sewn In, Factory Installed	included	
1	S-7105-M	Quick Release Buckle – Micro-Metric Stainless Steel	\$15.00	\$15.00
1	S-1092	Helmet Carrying Bag, 50th Anniversary	included	
		Estimated freight charges		\$31.80
		TOTAL		\$604.80

CERTIFIED TO FMVSS 218 (DOT)

Andrew Coukos, Sales / Support



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Ron Hood

Sponsor:

Commissioner Smith

Agenda Item:

Authorize payment to Longhorn Harley-Davidson for installation of a PVP radar display and communication switch to a 2022 Harley-Davidson for \$1,097.55 for the Hays County Constable, Pct. 4 Office, in which a purchase order was not obtained as required per the Purchasing Policy and amend the budget accordingly. **SMITH/HOOD**

Summary:

Hays Co. Constable, Pct. 4 motorcycle unit required the installation of a PVP radar display controller to allow the radar unit to display the speed while the motorcycle is in operation and a "push-to-talk" communication switch, which allows the motor officer to communicate while the motorcycle is in operation to a 2022 Harley-Davidson motorcycle unit. These devices are for the officer's safety to enable the motor officer to monitor traffic while in operation.

Attached: Longhorn Harley-Davidson invoice/work order #169673.

Fiscal Impact:

Amount Requested: \$1,097.55

Line Item Number: 001-638-00.5713_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$1,098 - Increase Vehicles_Operating 001-638-00.5713_400

(\$1,098) - Decrease Uniforms 001-638-00.5474

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No

Comments: No PO Obtained prior to purchase.

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Invoice - PVP Communication

10/23/23
11:26AM

WORK ORDER BILLING

Page:1

LONGHORN HARLEY-DAVIDSON
2830 W. INTERSTATE 20
GRAND PRAIRIE, TX 75052
(972) 988-1903



Customer: 169511

HAYS COUNTY CONSTABLE PCT 4
195 ROGER HANKS PKWY

DRIPPING SPRINGS, TX 78620

Phone:

Work:

Ext:

Fax:

*Mobile: (512)858-7605

P.O. No:

Tax No:

Tax Exempt: Yes

Comments: INSTALL PVP, AND RADAR

W.O. Number: 169673

Appointment: 10/26/2023 9:00AM

Mileage In: 8258

Offered Back: 10/23/23 11:25AM

Mileage Out: 8258

Year: 2022

Shop Tag: 8040

Mfg: HD

Plate No:

Model: FLHP

Service Advisor: LUC

VIN: 1HD1FHP1XNB670441

Sold By: LUC

Color: DKPO/B WHT SLV W/ PINS

Invoice No: 1277130

Ref. No.:

Dlr. Lic #: P54122

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

Event Number: 1 Type: R

Description: INSTALL PVP, AND RADAR

65723-85	BRACKET,MFLR MNT	1.00	13.95	1.40	12.55
LABOR	Job Code: 0 Tech: BRB, MTB	10.00	115.00	115.00	1,035.00

Work Description: INSTALL PVP, AND RADAR

Work Resolution: PVP AND RADAR WERE INSTALLED CUSTOMER SUPPLIED PARTS

Sub-total For Event (without Tax):

1,047.55

Charged On Account: 1,097.55

SO/Layaway Deposit: 0.00

Work Order Deposit: 0.00

Discount: 116.40

Item Total: 12.55

Labor Total: 1,035.00

Sublet Total: 0.00

Shop Supplies: 50.00

Total Deductible(s): 0.00

Storage Fee: 0.00

Tax/Fee Charges: 0.00

Total Amount: 1,097.55

Total Received: 0.00

Change Tendered: 0.00



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize Building Maintenance to replace the failed HVAC R-22 Unit #1 at the AM VETs Building located at 401 Veterans Dr. in the amount of \$5,785.01 and amend the budget accordingly. **SHELL/T.CRUMLEY**

Summary:

HVAC unit R-22 Unit #1 at the AM VETs Building has failed and needs to be replaced. Building Maintenance received a quote from JM Engineering under RFP 2020-P01 to replace the unit in the amount of \$13,424.20. Since the quote was over \$10k, Building Maintenance decided to get another quote from SI Mechanical under BuyBoard contract #638-21. SI Mechanical's quote is for \$5,785.01, which is \$7,639.19 less than the quote from JME. Building Maintenance would like to move forward with the quote from SI Mechanical to replace the unit.

Fiscal Impact:

Amount Requested: \$5,785.01

Line Item Number: 001-695-00.5719_700

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$5,786 - Increase Misc. Equipment_Capital 001-695-00.5719_700

(\$5,786) - Decrease Building Maintenance & Repair 001-695-00.5451

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: BuyBoard contract #638-21, Trip Charge not covered under Buyboard Contract.

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

SI Mechanical Quote

JME Quote



TACLA00045892C
M-40866
BuyBoard# 638-21

Proposal Date:
November 3, 2023

Proposal

To: Hays County - Venteran's Center
Attn: Chirs Deichmann & Lisa Griffin
Re: Split System Replacement

We propose to install the HVAC WORK as outlined in the scope of work below:

Item	Description	List Price	Discount	Net Price	Quantily	Total
1	2-Ton Split System	\$4,331.69	25%	\$3,248.76	1	\$3,248.76
2	Ductwork - Canvas Connection	\$127.50	25%	\$95.63	1	\$95.63
3	Ductwork - Transition	\$127.50	25%	\$95.63	1	\$95.63
4	Freight	\$150.00	0%	\$150.00	1	\$150.00
5	Miscellaneous	\$80.00	0%	\$80.00	1	\$80.00
Total Parts.....						\$3,670.01

Item	Description	Std. Hourly Rate	Non-Std. Hourly Rate	Std. Hours	Non-Std. Hours	Total
1	Trip Charge	\$75.00	\$95.00	1		\$75.00
2	Journeyman Labor	\$95.00	\$142.50	12		\$1,140.00
3	Helper Labor	\$75.00	\$95.00	12		\$900.00
Total Labor.....						\$2,115.00

HVAC/Plumbing Work: \$5,785.01

Tax 8.25% \$0.00

Total Price \$5,785.01

Scope of Work:

1. Furnish and install: (1) 2-Ton Split System, (1) Canvas Connection, (1) Transition & Misc. Supplies.
2. Lock-out, Tag-out & Deenergize energy source.
3. Disassemble unit and remove existing split system
4. Install new 2-Ton spsplit system.
5. Pressure test and leak search system.
6. Evacuate to 500 microns and re-charge unit.
7. Startup unit and verify all operations.
8. Clean up work area.

Note: Exisitng line set to be reused.

Bid Clarifications:

1. Sales tax included.
2. All work performed during normal hours.
3. No electrical of any kind.
4. No dumpsters or haul off.
5. No fire alarm or smoke detectors.
6. No coring, scanning, cutting, patching or concrete work.
7. No removal of walls or ceiling to access "the work".
8. No structural steel framing or roofing.
9. No painting of duct or anything else.

Note: No other repairs are in this proposal other then listed above.

Please authorize this repair; no parts have not been ordered. Parts will be ordered once the repairs are authorized. After receiving parts the repair can be scheduled.

Sincerely,

Kevin Feeney
Service Department

Office# 512-593-6001 ext. 103

Cell# 512-547-0504

Regulated by the Texas Department of Licensing and Regulation, PO Box 12157, Austin, Texas 78711, (800) 803-9202
<http://www.license.state.tx.us/>



This proposal is conditional upon the following terms and conditions:

1. Customer agrees to pay S I Mechanical, LLC all sums due with respect to this proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by S I Mechanical, LLC by the tenth day of the month following billing, such payment shall be considered past due. If default is made in payment of any sums due hereunder and it becomes necessary that this Agreement be placed in the hands of an attorney for collection, customer agrees to pay to S I Mechanical, LLC all costs of collection, including reasonable attorney's fee. S I Mechanical, LLC shall have the right to cancel this Agreement at any time, upon (5) day's written notice, if payments are called for herein are not made.
2. Cancellation Clause: This agreement can only be cancelled by customer upon a 30-day written notice. If in the event the customer cancels this agreement S I Mechanical, LLC will be due the balance of the annual contract for the current contract year or the cost plus profit incurred year to date, which ever is lesser of the two.
3. Customer waives any and every claim which arises in its favor and against S I Mechanical, LLC during the term of this Agreement for any all loss of, or damage to, any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, general liability policies, and workmen's compensation policies, to the extent that such loss or damage is recoverable under said insurance policies and such loss is not the result of the gross negligence or willful misconduct of S I Mechanical, LLC or failure of S I Mechanical, LLC to comply with the terms of this agreement.
4. It is agreed that S I Mechanical, LLC shall have no liability to customer or to customer's agents, servants, or employees or to any third parties for injuries to persons, or damage to property directly or indirectly resulting from the failure of any equipment or due to any other cause whatsoever, other than the gross negligence or willful misconduct of S I Mechanical, LLC, and customer agrees to indemnify S I Mechanical, LLC and hold it harmless from any loss, claim, damage, or expense, including attorney's fees, arising out of any such damage or injury. S I Mechanical, LLC shall not be liable for any lost rents, income, or profits nor any indirect, remote, special, or consequential damages from whatever cause and howsoever the same may arise, nor for any delay, loss damage, or injury caused by acts of God, labor disturbances, non-delivery, or unavailability of manpower or material, or any other event beyond S I Mechanical, LLC's control. S I Mechanical, LLC agrees to indemnify customer and hold it harmless from any loss, claim, damage or injury caused by the gross negligence or willful misconduct of S I Mechanical, LLC.
The entire liability of S I Mechanical, LLC and client's exclusive remedy for damages from any cause in connection with the work, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Agreement fee of the current year.
5. This contract constitutes the entire agreement and is not assignable by either party. This Agreement may be modified or amended only by written agreement of both parties. S I Mechanical, LLC is inclusive of it's affiliated companies.
6. S I Mechanical, LLC and it's affiliated companies shall not be responsible to customer or anyone else for the system design or its performance in maintaining design conditions.
7. The Heating, Ventilation, and Air-Conditioning equipment and systems installed, repaired or serviced as a part of this agreement may, under certain conditions, become conducive to or incidentally support microbiological growth. S I Mechanical, LLC makes no claim nor warrants its work to protect against, eliminate or inhibit any type of microbiological growth, including but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas adjacent to or in proximity of such systems and equipment.
8. Customer agrees to indemnify, defend, and hold harmless, S I Mechanical, LLC, its officers, directors, agents, assigns, successors and employees from any against any and all claims of damages or injury, of any kind or nature whatsoever, including claims of property damage or personal injury, due to any such microbiological growth in or emanating from any of the customer's HVAC equipment or HVAC systems.
9. Some projects require the use of heavy commercial hoisting or rigging equipment. While all precautions will be exercised to protect the customer's property. S I Mechanical, LLC will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, excluding negligence or accidents.
10. Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00am to 4:30 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, the customer agrees to pay the difference between the regular and overtime charge.
11. If S I Mechanical, LLC encounters asbestos or polychlorinated biphenyl (PCB) on the site, S I Mechanical, LLC will stop work and report the evidence of such to the customer. S I Mechanical, LLC will not resume work in the affected area until the asbestos or PCB has been removed or determined harmless by a qualified laboratory.
12. S I Mechanical, LLC shall comply with it's affirmative action, environmental and safety policies as mandated by the government.
13. SI Mechanical, LLC will make every effort to locate and avoid building utilities. It shall be the responsibility of the Customer to provide reference drawings and locate all hidden utilities in and around the work site. SI Mechanical relies on this information to execute the work. Damages to unmarked and unforeseen building utilities is the responsibility of the Customer.
14. SI Mechanical, LLC does not accept consequential damages or liquidated damages unless agreed to in writing.



JM Engineering, LLC
1314 Hillridge Drive
Round Rock, Texas 78665

Date: October 24, 2023
Quote No: 020121
Quote Expiration: 30 days after above date

To: **Chris Deichmann**
Hays County - County Wide Operations
Office: 512-393-7659
Email: chris.deichmann@co.hays.tx.us

Project: HVAC Maint & Repair Services
Contract No: RFP 2020-P01
Location: 111 E San Antonio St # 200, San Marcos, TX 78666

Scope of Services:

JM Engineering will replace existing R-22 Unit #1 with a new two ton Goodman 14 SEER Heatpump system with new filter rack, air handler with heat kit, condensate pump, thermostat, line set, condenser unit, outdoor pad, and copper cover at Veterans Building. Work will include installation of the units, startup and commissioning of the new units, final job site cleanup and complete service ticket on job site.

All work will be completed during normal business hours. Quote includes material and labor costs up to the amount listed below. Quote does not include obtaining City permits. Quote does not include any unknown issues found while performing these scope of services. If any unknown issues are discovered, JM Engineering will contact Hays County representative to determine next steps and/or solutions.

Pricing - Labor				
Task	Labor Hours		Extended Price	
	Reg Time	Over Time		
Licensed Air Conditioning & Heating Tech, Monday - Friday - Regular Hours (\$90.76 per hour)	70.0		\$	6,353.20
Tech Helper, Monday - Friday - Regular Hours (\$70.86 per hour)			\$	-
Subtotal	70.0	0	\$	6,353.20
Pricing - Material				
Task	Quantity	Unit	Unit Price	Extended Price
Trip Charge for Repair, On Call/Emergency Calls and New Installation	1	EA	\$ 75.00	\$ 75.00
One 2-Ton Goodman 14 SEER Heatpump, HVAC Supplies and Misc.	1.20	EA	\$ 5,830.00	\$ 6,996.00
Subtotal			\$	7,071.00
GRAND TOTAL			\$	13,424.20

Thank you for this opportunity to be of service. If you have any questions or need additional information, please feel free to give me a call.

Sincerely,
Chad Liesman
JM Engineering, LLC
Office: 512-874-9245
Mobile: 512-966-3959
chad.liesman@jm-engineer.com



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize Building Maintenance to purchase and replace the hot water heater on the third floor of the Courthouse in the amount of \$2,053.02 and amend the budget accordingly. **INGALSBE/T.CRUMLEY**

Summary:

The hot water heater on the third floor of the Courthouse has failed and needs to be replaced. SI Mechanical has submitted a proposal to replace the water heater under RFP 2023-P03. They will replace the current water heater with a new 19-gallon, 120v water heater. Funding for this has been identified in the Building Maintenance FY24 operating budget.

Fiscal Impact:

Amount Requested: \$2,053.02

Line Item Number: 001-695-00.5719_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$2,054 - Increase Misc. Equipment_Operating 001-695-00.5719_400

(\$2,054) - Decrease Building Maintenance & Repair 001-695-00.5451

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Proposal 2023-P03 Countywide Plumbing

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

SI Mechanical Quote



Estimate

November 2, 2023

TACLA00045892C

M-40867

BuyBoard# 638-21

To: Hays Co - Historical Courthouse

Attn: Chris D.

Re: Replace Water Heater on 3rd FL

We propose to install the follow **PLUMBING** work as outlined below per our RFP 2023-P03 Countywide Plumbing Contract.

Labor	Hours	Rate	Materials & Tools	Rentals / Subcontractors	Incured Cost
Tech(s).....	6	\$105.00	Materials.....	Sub/Rental(s).....	Hours.... \$ -
Hepler(s).....	6	\$75.00	Markup @ 25%..	Markup @ 15%...	Rate..... \$ -
Total.....		\$1,080.00	Total.....	Total.....	Total..... \$ -

Plumbing Work: \$2,053.02

Tax 8.25% \$0.00

Total Price \$2,053.02

Scope of Work:

1. Furnish and install: (1) 19gal. 120v Water Heater, (1) Brass Ball Vlv, and Misc. Fittings & Supplies.
2. Lock-out, Tag-out & Deenergize energy source.
3. Drain, disconnect, and remove existing water heater.
4. Install new water heater and repipe to existing main valves (install valve on cold supply line).
5. Turn on water and check for leaks.
6. Verify operations.
7. Clean up work area.

Note: This is an estimate only, additional parts and labor may be required. Project will be invoiced as Time & Materials.

Bid Clarifications:

1. Sales tax included.
2. All work performed during normal hours.
3. No electrical of any kind.
4. No dumpsters or haul off.
5. No fire alarm or smoke detectors.
6. No coring, scanning, cutting, patching or concrete work.
7. No removal of walls or ceiling to access "the work".
8. No structural steel framing or roofing.
9. No painting of duct or anything else.

Note: No other repairs are in this proposal other then listed above.

This proposal is based on acceptance of a mutually agreed upon subcontract agreement and may be withdrawn if not accepted with in 30 days.

Sincerely,

Josh Abbott

Service Department Manager

Office# 512-593-6001 ext. 103

Cell# 512-423-2970

Email# Josh@siemechanical.com

Signed:

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.



This proposal is conditional upon the following terms and conditions:

1. Customer agrees to pay S I Mechanical, LLC all sums due with respect to this proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by S I Mechanical, LLC by the tenth day of the month following billing, such payment shall be considered past due. If default is made in payment of any sums due hereunder and it becomes necessary that this Agreement be placed in the hands of an attorney for collection, customer agrees to pay to S I Mechanical, LLC all costs of collection, including reasonable attorney's fee. S I Mechanical, LLC shall have the right to cancel this Agreement at any time, upon (5) day's written notice, if payments are called for herein are not made.

2. Cancellation Clause: This agreement can only be cancelled by customer upon a 30-day written notice. If in the event the customer cancels this agreement S I Mechanical, LLC will be due the balance of the annual contract for the current contract year or the cost plus profit incurred year to date, which ever is lesser of the two.

3. Customer waives any and every claim which arises in its favor and against S I Mechanical, LLC during the term of this Agreement for any all loss of, or damage to, any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, general liability policies, and workmen's compensation policies, to the extent that such loss or damage is recoverable under said insurance policies and such loss is not the result of the gross negligence or willful misconduct of S I Mechanical, LLC or failure of S I Mechanical, LLC to comply with the terms of this agreement.

4. It is agreed that S I Mechanical, LLC shall have no liability to customer or to customer's agents, servants, or employees or to any third parties for injuries to persons, or damage to property directly or indirectly resulting from the failure of any equipment or due to any other cause whatsoever, other than the gross negligence or willful misconduct of S I Mechanical, LLC, and customer agrees to indemnify S I Mechanical, LLC and hold it harmless from any loss, claim, damage, or expense, including attorney's fees, arising out of any such damage or injury. S I Mechanical, LLC shall not be liable for any lost rents, income, or profits nor any indirect, remote, special, or consequential damages from whatever cause and howsoever the same may arise, nor for any delay, loss damage, or injury caused by acts of God, labor disturbances, non-delivery, or unavailability of manpower or material, or any other event beyond S I Mechanical, LLC's control. S I Mechanical, LLC agrees to indemnify customer and hold it harmless from any loss, claim, damage or injury caused by the gross negligence or willful misconduct of S I Mechanical, LLC.

The entire liability of S I Mechanical, LLC and client's exclusive remedy for damages from any cause in connection with the work, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Agreement fee of the current year.

5. This contract constitutes the entire agreement and is not assignable by either party. This Agreement may be modified or amended only by written agreement of both parties. S I Mechanical, LLC is inclusive of it's affiliated companies.

6. S I Mechanical, LLC and it's affiliated companies shall not be responsible to customer or anyone else for the system design or its performance in maintaining design conditions.

7. The Heating, Ventilation, and Air-Conditioning equipment and systems installed, repaired or serviced as a part of this agreement may, under certain conditions, become conducive to or incidentally support microbiological growth. S I Mechanical, LLC makes no claim nor warrants its work to protect against, eliminate or inhibit any type of microbiological growth, including but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas adjacent to or in proximity of such systems and equipment.

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14. SI Mechanical, LLC does not accept consequential damages or liquidated damages unless agreed to in writing.



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Authorize the submission of a grant application to the Texas Veterans Commission, Veterans Treatment Court program in the amount of \$350,000.00. **INGALSBE/T.CRUMLEY**

Summary


This is a yearly application with funds supporting client services for the Veterans Treatment Court as well as salary and benefits for two staff members. There is no match required for this grant. Funding begins July 1, 2024, and runs for one year. Hays County first received this grant through the Texas Veterans Commission in 2016.

Grant period: 7/1/2024 - 6/30/2025

Attachments

VTC Application

Hays County



ID: R-2023-2018004470

VCSO: No

Veteran Treatment Court Program

Budgeted Amount: \$350,000.00

Grant Officer:

Start Date: 2024-07-01

End Date: 2025-06-30

Submission Deadline: 2023-12-04

TVC ID:

Award Type:

Request Status

Full Application

Review

Negotiation

Active

Closed

Status

Full Application

▼ Table of Contents

Additional Organization Information

Full Application

Summary of Services

Marketing and Outreach

Financial Information

Budget Tables

Documents

Additional Organization Information

How many organizational employees working on the grant funded project are veterans? *

2

On average, how many veterans does the organization serve annually? *

45

On average, how many clients does the organization serve annually? *

50

Percentage of clients served by the organization who are veterans:

90%

Principal Participants

Executive Director *

Ruben Becerra

Chief Financial Officer *

Marisol Alonzo

Chief Operations Officer:

Scot Woodland

Project Manager / Coordinator *

Gerald Ramcharan

Project Accountant *

Carmen Glover

Media / Communications Coordinator *

Simone Corprew

PRR Reporter 1:

Carmen Glover

PRR Reporter 2:

Gerald Ramcharan

Returning Grant

Does your organization currently have an active FVA Grant? *

Yes

Active Grant ID:

G-2022-6379

Active Grant Amount:

\$300,000.00

Does your organization have a second active FVA grant? *

Yes

Second Active Grant ID:

G-2022-21928

Second Active Grant Amount:

\$100,000.00

▼ Full Application

▼ Summary of Services

Geographic Service Area(s)*

Hays, Caldwell

https://tvc.fluxx.io/grant_requests/22361454?printable=1

1/5

What types of services does the organization currently provide to the community in the proposed service area?*

Bailiff, Licensed Mental Health providers, Marriage/Family/Relationship Concerns, Other VTC related client services, Probation Officers, Program/Court Coordinator, Substance Abuse Detection, Substance Abuse Treatment, Substance Use Disorders

What types of services does the organization currently provide to veterans in the proposed geographic service area?*

Bailiff, Licensed Mental Health providers, Marriage/Family/Relationship Concerns, Other VTC related client services, Probation Officers, Program/Court Coordinator, Substance Abuse Detection, Substance Abuse Treatment, Substance Use Disorders, Trauma and Stress Related Disorders

Who will the organization provide direct services to under the proposed project? Check boxes below.*

Veterans: Yes

Number of Veterans* 45

Total Number of Clients to be Served: 45

Will your organization ensure that the beneficiaries served, reported monthly to FVA are unduplicated? * Yes

Describe how your organization will ensure that beneficiaries reported to FVA are unduplicated. *

Each client and their information is identified by its own unique case number. Program Manager is responsible for ensuring non-duplication by excluding previous counts from reporting updates.

Will your organization collect and verify authorized beneficiary eligibility documents as prescribed by the RFA?* Yes

Describe how the eligibility verification documents are securely maintained (example: in locked filing cabinet or electronically on your organization's server).*

The eligibility verification documents will be retained in client case files stored in files cabinets that will be in a secured office.

How long does your agency retain grant documentation?*

3 years

Describe the services that your project will provide with this funding, and the specific veteran beneficiaries who will receive the services*

Client services will include mental health assessments for 26 unduplicated clients, 374 sessions of individual and family counseling, alternative treatment - yoga for 2 unduplicated individuals and equestrian therapy for 2 unduplicated individuals - for mental health, substance abuse monitoring for 20 unduplicated individuals, a probation officer hired on a yearly contractual basis, and inpatient care treatment for 5 unduplicated individuals. Majority are listed as Other VTC Services in budget

What types of eligible beneficiaries from the United States military components will your organization serve with TVC grant funding? (select all that apply)*

Active Duty , National Guard, Reserves , Veteran

Choose the veteran discharge status(es) (Characterization of Service) that your organization will serve with TVC grant funding? (select all that apply)*

Honorable, General Under Honorable Conditions, Other Than Honorable Conditions

Describe any other restrictions on eligibility, if applicable (example: income level, VA disability rating, etc).

Initial Eligibility is determined by the County District Attorney's office based on their assessment of individual's crime, criminal history, and impact on public safety. Sex Offenses are restricted with the exception of "soliciting Prostitution" dependent on case circumstances. Acceptance is based on the following:

Nature and circumstance(s) of the offense(s)
Mental health and Substance use history
Participant motivation
Participant ability to meet requirements
Treatment Services Available

At what location(s) will beneficiary intake occur?*

Organization Office, Other Location

At what location(s) will beneficiaries receive services?*

Organization Office, Other Location

Can beneficiaries request services over the phone?*

Yes

If yes, provide phone number for beneficiaries' to contact for application and/or client intake?*

512-618-4520

Must be formatted as XXX-XXX-XXXX

Can beneficiaries request services or make an appointment online?*

No

Can beneficiaries apply for services via walk-in? *

No

Are services provided by appointment only?*

Yes

How will beneficiaries be evaluated to determine priority of service?*

Demonstrated Need

Once eligibility is determined, how many days will it take for requested services to be provided?*

14

Will your organization be providing mental health services as a component of your grant project?*

Yes

If Yes, select the conditions served :

Mental Health Crisis, Peer support services, Trauma and Stress Related Disorders, Anxiety Disorders, Mood Disorders, Suicide Ideation and Behaviors, Substance Use Disorders, Concerns Related to Identity, Adjustment Disorders, Marriage/Family/Relationship Concerns , Other Mental Health Concerns Related to Veterans, Dependents, and Surviving Spouses

Which individual, manualized trauma-focused Evidence-Based Practices(EBP) modalities does your organization use to treat mental health conditions? *

CBT, EMRD

List all EBP certifications held by the organization staff that will be utilized for the scope of this grant.*

EMDR
CBT-Trauma
CPT
ACT
CDT
Gottman Method
Motivational Interviewing
Solution Focused Behavioral Therapy

EBP CERTIFICATIONS - ACCOMPANYING DOCUMENTS

EBP Certification Document

Note : These EBP documents are required before grant services begin.

▼ Marketing and Outreach

Will your organization conduct outreach events/ interactions to promote grant-funded services? *

Yes

Describe the organization's outreach plan.*

Direct linkage with the Hays County Jail with specific info provided in orientation packets to new inmates. Literature given to local Bail Bondsman. Presentations to various veterans' organizations

How many hours a week, on average, will you conduct outreach with grant funding?*

5

Will your organization conduct marketing to mass audiences promoting grant-funded services?*

Yes

Describe the organization's marketing plan.*

Online marketing will be updated by the Program Manager and reviewed as needed. The marketing plan extends to advertising on social media such as Facebook, and presentations to various organizations

What marketing techniques will your organization be using to promote grant funded services ?

Social Media , Flyers and Brochures, Other

Will beneficiary satisfaction of grant-funded services be measured? *

Yes

Will this include a satisfaction survey after all services have been provided? *

Yes

▼ Financial Information

Does your organization have a maximum allowable amount per client? *

No

Does your organization have the ability to sustain this project without FVA funding?*

No

Does your organization use software to record accounting transactions and manage financial book keeping?*

Yes

What is the name, type, and version of the software?*

New World Systems – Logos by Tyler Technologies

Note: The values entered for Total Assets, Total Liabilities, Net Assets should be based on the attached financial documents.

Total Assets* \$345,406,695.00

Total Liabilities* \$111,030,282.00

Net Assets at the end of the Year* \$234,376,413.00

Budget Tables

Salary & Fringe Group

Name	Job Title	Annual Salary	% Time to TVC Grant	Total Grant Funded Salary
Gerald Ramcharan	Program manager	\$64,659.70	100%	\$64,659.70
Total Fringe: \$25,489.00		Total Grant Funded Fringe: \$25,489.00		
Social Security: \$3,976.00 Medicare: \$930.00 FICA: \$4,906.00	Health: \$11,333.00 Dental: \$405.00 Vision:	Life: \$63.00 Disability: Worker's Comp:	Unemployment: Retirement: \$8,782.00	Parking: Phone:
Total Salary + Fringe: \$90,148.70		Fringe % of Salary: 39.42%		
Shaun Mosqueda	Court Coordinator	\$44,213.50	100%	\$44,213.50
Total Fringe: \$21,185.00		Total Grant Funded Fringe: \$21,185.00		
Social Security: \$2,739.00 Medicare: \$641.00 FICA: \$3,380.00	Health: \$11,333.00 Dental: \$405.00 Vision:	Life: \$64.00 Disability: Worker's Comp:	Unemployment: Retirement: \$6,003.00	Parking: Phone:
Total Salary + Fringe: \$65,398.50		Fringe % of Salary: 47.92%		
Total Salary				\$155,547.20

Travel Group

Category	Unit Cost	# Units	# Staff	Amount Requested
Local Mileage & Fees	\$0.55	3636	1	\$1,999.80
Conferences	\$2,620.00	1	4	\$10,480.00
Total				\$12,479.80

Supplies Group

Category	Unit Cost	Quantity	Amount Requested
Office Supplies	\$250.00	8	\$2,000.00
Total			\$2,000.00

Direct Client Services Group

Category	Unit Cost	Quantity	Amount Requested
Contracted Staff Probation Officer	\$4,155.00	12	\$49,860.00
Substance Abuse Detection	\$720.00	20	\$14,400.00

Contracted Staff <i>Mental Health Providers/Counselors</i>	\$300.00	26	\$7,800.00
Contracted Staff <i>Mental Health Providers/Counselors</i>	\$180.00	374	\$67,320.00
Other VTC Related Client Services	\$257.00	2	\$514.00
Other VTC Related Client Services	\$368.00	2	\$736.00
Substance Abuse Treatment	\$7,523.00	5	\$37,615.00
Total			\$178,245.00

Other Direct Cost Group


Category	Unit Cost	Quantity	Amount Requested
Phone Service	\$100.00	12	\$1,200.00
Phone Service	\$44.00	12	\$528.00
Total			\$1,728.00




Total Budget: \$350,000.00

▼ Documents

Select the financial document that applies to your organization as per the RFA:

ORGANIZATIONAL DOCUMENTS

 Commissioners Court 2024.pdf



Governing Body Members
Added by Simone Corprew at 8:51 PM on November 7, 2023

Liability Insurance

POLICY/PROCEDURE DOCUMENTS

- Capitalization and Equipment
- Cash Management
- Payroll
- Procurement
- Travel
- Vendor Payments



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Sponsor:

Commissioner Shell

Agenda Item

Approve the appointment of Erin Abel to the Emergency Services District (ESD) No. 9 Board of Emergency Services Commissioners, to fill the vacancy of the position previously held by Roger Boyd, for the remainder of the term ending December 31, 2024. **SHELL**

Summary

Erin is currently the business owner of Texas Rock House located at 3207 Hunter Rd. San Marcos, TX 78666 as well as the land (11.365 acres) that the business is located on. In addition, Erin owns the residence and land (12.326 acres) located at 3226 Hunter Rd. San Marcos, TX 78666. Both of these properties were originally her grandparents -- that they bought in the 1940's.

Erin was raised in San Marcos and looks forward to serving Hays County.



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

Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Sponsor: Commissioner Cohen

Agenda Item

Approve the reappointment of Paul Terry to the Emergency Services District (ESD) No. 5 Board of Emergency Services Commissioners, a two-year term ending December 31, 2025. **COHEN**

Summary



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Accept donations totaling \$3,000.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE**

Summary:

The Hays County Child Protective Board has received \$3,000 from the Tomblin Family Foundation utilizing the county federal tax identification number as authorized.

HCCPB will deposit these funds with the county as their pass-through agency. The funds will be allocated back to the agency to be utilized for operational expenses:

- >Basic Clothing
- >Participation in extracurricular school activities and scholastic achievements
- >Equipment and services to encourage and assist academic success and improve graduation rates
- >Recognition of significant milestones
- >Provide for physical and mental health services not covered by government programs
- >Provide support for CPS caseworkers' participation in professional training
- >Increase public awareness of child abuse

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-895-98-354.4610/5600

Budget Office:

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$3,000) - Increase Contributions 001-895-98-354.4610

\$3,000 - Increase Project Expense 001-895-98-354.5600

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, \$3,000 in Contributions

Comments:



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to execute a service agreement between Hays County and Tetra Vertical Solutions for the maintenance, inspections, and repairs to the Skyfold Wall located at the Public Safety Building, and authorize a purchasing waiver to obtain three quotes. **SHELL/T.CRUMLEY**

Summary:

As part of the original construction and design of the Public Safety Building (PSB), a Skyfold Wall was installed. A Skyfold Wall is an acoustic wall that folds vertically into a ceiling storage pocket. Our initial two-year limited warranty for parts and labor on this wall has expired, and we will now need to enter into an annual maintenance and inspection agreement with the installer, Tetra Vertical Solutions, at the cost of \$2,000 a year. They will inspect the wall panels, digital operation keypad, safety obstruction sensor, tracks and hinges, etc. Funding for this annual agreement has been identified in the FY24 Building Maintenance operating budget.

Building Maintenance is requesting a purchasing waiver to obtain three quotes since Tetra Vertical Solutions has to be the vendor to provide the service and maintenance on the Skyfold wall.

Fiscal Impact:

Amount Requested: \$2,000

Line Item Number: 001-695-00.5448

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Purchasing Wavier to obtain 3 quotes

Auditor's Office:

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

New Revenue Y/N?: N/A

Comments:

Attachments

Tetra Agreement



Skyfold Warranty Assurance Program
Includes Annual Maintenance and Inspection
10-Year Program

Project: Hays County Jail Public Safety Bldg.

Date: 11/15/23

Contact Info: Chris Deichmann chris.deichmann@co.hays.tx.us

Address: 810 S. Stagecoach Trail San Marcos, Texas 78666

Skyfold Information: (1) Classic with a 51 STC and a split finish of Carnegie fabric and Lampre white marker steel.

SKY#: 24987

Ship Date: June 2020

As your Skyfold Authorized Distributor, TetraVS can help ensure your Skyfold wall remains fully functional and protected by the original manufacturer's 10-year parts warranty. Your wall came with a two-year limited warranty for parts and labor, plus the optional 10-year warranty from date of install for parts. The optional 10-year warranty remains in effect if annual inspections and/or needed maintenance is performed annually. This portion of the warranty only covers parts. Labor is not covered under the original warranty beyond the first two years.

Skyfold is a high performance product designed for longevity. Like most high performance products, it should be maintained to prevent issues that might lead to costly repairs. While Skyfold covers the cost for parts during the first ten years, the greatest cost is labor, and even minor repairs can be significant.

Your risk/benefit analysis would likely expose the substantial cost of labor should your wall need repair, adjustment or the resetting of limits in the case of a building power failure.

In an effort to help building and facility managers extend the performance of their Skyfold wall and manage any costs or repairs, we have developed the Skyfold Warranty Assurance Program based on the needs of our clients.

This program can be canceled by TetraVS or the service recipient at any time, as long as a 30-day written notice has been received prior to the scheduled appointment. Service recipients are billed after each annual inspection.

Ship Date: June 2020
Year 1: June 2021 N/A
Year 2: June 2022 N/A
Year 3: June 2023 N/A
Year 4: June 2024 \$2,000.00 plus tax
Year 5: June 2025 \$2,000.00 plus tax
Year 6: June 2026 \$2,000.00 plus tax
Year 7: June 2027 \$2,000.00 plus tax
Year 8: June 2028 \$2,000.00 plus tax
Year 9: June 2029 \$2,000.00 plus tax
Year 10: June 2030 \$2,000.00 plus tax

Sales tax is not included. Sales tax will be added unless an exemption certificate is provided.



The annual deductible for unexpected service repair is \$700.00, not to exceed the sum of \$1,300.00 for any given year. (Note: Exception 3A).

Years three, four, and six thru nine will include the inspection checklist items required to maintain the manufacturer's warranty (refer to page 3). Years five and ten will include the inspection and maintenance checklist items required to maintain the manufacturer warranty (refer to page 4). A summary report will be provided upon completion of each annual inspection.

This Agreement includes:

1. Annual maintenance and inspection of your Skyfold products. During this inspection, TetraVS will document all regular maintenance completed and note any findings that may have an impact on the performance of your system. A summary report will be provided.
2. TetraVS will provide all standard labor and parts to complete the annual agreement.
 - TetraVS will complete any required repairs to the Skyfold wall due to defects in materials or workmanship, and
 - TetraVS will complete any required repairs that have occurred under normal use AS LONG AS the following have been met:
 - i. The Skyfold wall was operated according to manufacturer's specifications and/or operating instructions.
 - ii. The Skyfold wall was always operated by two people, one per each side of the wall, each activating a switch wired in series with the other.
 - iii. All services and inspections have been performed by Tetra Vertical Solutions according to the maintenance schedule included in the manual.
3. TetraVS will cover unexpected service to the Skyfold wall during the coverage period necessary to maintain functionality of the system. Service will need to be scheduled through TetraVS. Your deductible for an unexpected service call will be per incident, not to exceed the total sum per given year as defined at "A - Total cost".
 - A - For any unexpected service call during the coverage of this agreement, parts and labor will be covered by TetraVS with a \$700.00 deductible per incident. For multiple incidents within a given year, the sum of deductibles will not exceed \$1,300.00. In the very rare event of a complete motor failure, due to the significant cost and complexity of the motor system, TetraVS will quote the retail cost of the motor replacement and then provide under this agreement a fifty percent (50%) discount for a replacement motor and the typical aforementioned deductible would still apply towards labor. Any construction demo or rebuild necessary to remove/replace the motor system would be the responsibility of the system owner or signee of this agreement.

Owners should plan a minimum two-hour window of time (per wall) for the annual inspection. If TetraVS cannot complete the work in a timely manner due to owner issues on site, TetraVS reserves the right to charge the owner for the extra time needed to complete the work.

While most inspection and repair work may be performed using a ladder, TetraVS's safety precautions will require the use of a man-lift for walls greater than 12'-0" to the bottom of the Skyfold pocket. Owner agrees to provide TetraVS with proper access for equipment necessary to complete the inspection & repairs. If owner provided equipment is not available for TetraVS's use, equipment rental fees will apply.

During the initial 10-year warranty period, if the wall malfunctions or damage occurs:

- TetraVS will inspect the wall and repair it under warranty or
- TetraVS will determine that the malfunction or damage is due to negligence/abuse and provide a proposal for the additional repairs.



This Agreement does not cover damages incurred from improper use or mistreatment beyond normal daily operation, negligence, or natural disaster.

Note: Should an appointment be canceled by the owner without a 24-hour notice, the owner will be billed a \$500 cancellation charge. If additional work is required that is NOT covered by this program, all charges for required non-warranty materials and labor will be brought to the owner for approval prior to any work being performed.

Insurance: TetraVS's pricing includes our standard certificate of insurance (COI) issued to the owner as the certificate holder (sample available upon request). If additional policy coverages or additional insureds are required by the owner, those requirements would need to be agreed upon and approved prior to the inspection. TetraVS reserves the right to pass on any cost increases associated with those specific requirements.

Payment: Payment terms are net 30 from completion of services. For owners who are interested in paying via ACH, please email TetraVS at acct@tetravs.com for information. For questions: Please contact acct@tetravs.com or call 512-994-4360. We do not accept credit cards or purchasing cards. Checks should be made payable to:

Tetra Vertical Solutions LLC
Administrative Offices
748 N 109th Ct.
Omaha, NE 68154

Authorized Signature

Printed Name

Date



SKYFOLD INSPECTION CHECKLIST – ALL YEARS

Operational verification

- o Check for smooth operation of both key switches
- o Listen for any abnormal noises when raising or lowering the wall
- o Verify that all end seals deploy properly when the wall is in the down position
- o Verify that all end seals retract properly prior to the wall raising
- o Inspect all end seals for tears, proper seating and alignment
- o Check for panel flatness
- o Check wall location within the pocket

Levelness of the wall in the pocket

- o Raise the wall 1" below the pocket, measure the distance between the bottom panels and the pocket detail.

Upper and Lower limits

- o Verify upper and lower limits

Control Box

- o Record the cycle counter's value
- o Verify that all timers, relays and delays are firmly positioned in their bases
- o Install a new tamper-resistant tag

Safety Motor

- o Check for any signs of leakage on the fittings
- o Verify the down cycle pressure of 200 psi, plus the pre-charge value

Overall Appearance

- o Verify that all vertical seal joints lineup
- o Inspect surface finish on all panels for tears or rips
- o Verify all panel retaining screws are tight
- o Document any damaged panels

Pneumatic Obstruction Sensor

- o Verify the sensor's operation



SKYFOLD MAINTENANCE CHECKLIST – YEARS 5 & 10 ONLY

Lifting cable inspection

- o Verify the ferrules on the yoyo drum
- o Check the cable paths from the motor to the ceiling hangers, and then through the pantographs
- o Inspect the condition of each cable for any fraying or kinks
- o Verify that the nickel press fittings on each tie off bracket are secure and crimped properly
- o Check the bearing condition and seating of all sheave and pantograph pulleys
- o Ensure all four (4) nuts are tight on each hanger assembly
- o Verify that all electrical wires within the acoustical barrier clear the lifting cables

Leveling of the wall in the pocket

- o Raise the wall 1" below the pocket, measure the distance between the bottom panels and the pocket detail. Lower the wall to approximately 1" from the floor and adjust the eyebolts as needed.

Upper and Lower limits

- o Lower the wall. Motor must stop the moment the wall flattens out
- o Verify that there is lubrication present on the threaded rod and apply a small amount of bearing grease as needed

Motor Assembly

- o Check for any signs of leakage around the gearbox
- o Verify bevel gears are properly positioned and spring pins are in place
- o Check that the limit switch box is secured tightly to the motor assembly
- o Check the chain deflection on the safety motor (1/8" to 1/4")
- o Verify that the set screws on both sprockets are tight and apply serviceable Loctite as needed
- o Verify that the safety motor is secured properly to the motor assembly
- o Lubricate both pillow blocks using general wheel bearing grease
- o Check manual brake release and adjust brake gap to .008" to .12" if necessary
- o Check electromagnetic brake release
- o Check over torque position with the wall in the pocket (fully loaded)
- o Verify that the over torque will shut-down the power to the motor when activated
- o With the wall completely in the pocket, verify that the over torque spring nut is snug to prevent rattling when wall is in motion

Every 1,000 Cycles

- o Change motor gearbox oil using 220 grade mineral oil
- o Change the hydraulic safety motor oil using H32 grade hydraulic fluid



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to execute a no-cost, time extension to the Half Associates, Inc. Work Authorization #3 Agreement, related to the 2020 Parks and Open Space Bond Program Master Services Agreement. **SHELL/T.CRUMLEY**

Summary:

Half Associates, Inc. Work Authorization #3 was approved by Commissioners Court on January 17, 2023, pursuant to RFQ 2021-Q04 General Consultant for Program Management - Parkl Bond. The first no-cost extension was approved by the court on May 2, 2023, and this will be a second no-cost, time extension. This extension will extend the current contract date to December 13, 2023, and the additional time is needed to allow for final invoices to be submitted and processed. All work has been completed and deliverables have been received by Hays County.

Fiscal Impact:

Amount Requested: None

Line Item Number: N/A

Budget Office:

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

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Qualifications 2021-Q04 General Consultant for Program Management - Park Bond

Auditor's Office:

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

New Revenue Y/N?: N/A

Comments:

Attachments

Half - 2nd Contract Extension



November 16, 2023

Lisa Griffin
Budget and Operations Manager
Countywide Operations, Hays County
101 Thermon Drive
San Marcos, TX 78666

Re: 3rd Amendment to Current Agreement – Request for CONTRACT TIME EXTENSION for the Hays County 2020 Parks & Open Space Bond Program, Work Authorization #3 for Sentinel Peak

Dear Ms. Griffin:

Halff would like to request a contract time extension for Work Authorization #3 for Sentinel Peak from the current contract end date of August 25, 2023, to the new date of December 13, 2023. Additional time is needed to allow for final invoices to be submitted and processed. All work has been completed and deliverables have been received by Hays County.

Thank you for your favorable action on this request.

Sincerely

A handwritten signature in black ink that reads "Kari Biddix".

Kari Biddix
Program Manager

Hays County, Texas(County)

By: _____

Name: _____

Title: _____

Date: _____, 20__



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

T. CRUMLEY

Sponsor:

Judge Becerra

Agenda Item

Authorize the submission of a grant application to the Texas Veterans Commission, General Assistance program in the amount of \$250,000.00. **BECERRA/T.CRUMLEY/PRATHER**

Summary

If awarded, this funding would support client services as well as salary and fringe for one employee in the Veterans County Service Office. This is a yearly application. The first year of funding through this program was 2019. Funding begins July 1, 2024 and runs for one year. There is no match required.

Grant period: 7/1/2024 - 6/30/2025

Attachments

VSO Application

Hays County



ID: R-2023-2018004472
VCSO: Yes

Start Date: 2024-07-01
End Date: 2025-06-30

General Assistance Program
Financial Assistance

Submission Deadline: 2023-12-04

Budgeted Amount: \$250,000.00

TVC ID:

Grant Officer:

Award Type:

Request Status

Full Application	Review	Negotiation	Active	Closed
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Status

Full Application

▼ Table of Contents

- Additional Organization Information
- Full Application
- Summary of Services
- Marketing and Outreach
- Financial Information
- Budget Tables
- Documents

Additional Organization Information

How many organizational employees working on the grant funded project are veterans? *	4
On average, how many veterans does the organization serve annually? *	48
On average, how many clients does the organization serve annually? *	71
Percentage of clients served by the organization who are veterans:	68%

Principal Participants

Executive Director *	Ruben Becerra
Chief Financial Officer *	Marisol Alonzo
Chief Operations Officer:	Scot Woodland
Project Manager / Coordinator *	Jude Prather
Project Accountant *	Carmen Glover
Media / Communications Coordinator *	Simone Corprew
PRR Reporter 1:	Carmen Glover

PRR Reporter 2:

Amanda Gomes Torres

Returning Grant

Does your organization currently have an active FVA Grant? * Yes

Active Grant ID: G-2022-21928

Active Grant Amount: \$100,000.00

Does your organization have a second active FVA grant? * Yes

Second Active Grant ID: G-2022-6379

Second Active Grant Amount: \$300,000.00

▼ Full Application

▼ Summary of Services

Geographic Service Area(s)* Hays

What types of services does the organization currently provide to the community in the proposed service area?* Transportation Assistance, Assistive Technology, Child/Adult Care, Food and Hygeine Pantry, Food Voucher, Fuel, Mortgage, Rent, Restorative Dental, Transportation Beneficiary Vehicle, Transportation Rides, Utilities

What types of services does the organization currently provide to veterans in the proposed geographic service area?* Transportation Assistance, Food and Hygeine Pantry, Food Voucher, Fuel, Mortgage, Rent, Restorative Dental, Transportation Beneficiary Vehicle, Transportation Rides, Utilities

Who will the organization provide direct services to under the proposed project? Check boxes below.*

Veterans: Yes

Dependents: Yes

Surviving Spouses: Yes

Number of Veterans* 89

Number of Dependents* 27

Number of Surviving Spouses* 24

Total Number of Clients to be Served: 140

Will your organization ensure that the beneficiaries served, reported monthly to FVA are unduplicated? * Yes

Describe how your organization will ensure that beneficiaries reported to FVA are unduplicated. *

Each case is reviewed by a case manager to determine eligibility. The same case manager is in charge of monthly reports and will ensure beneficiaries are unduplicated.

**Will your organization collect and verify Yes
authorized beneficiary eligibility
documents as prescribed by the RFA?*****Describe how the eligibility verification documents are securely maintained (example: in locked filing cabinet or electronically on your organization's server).***

Eligibility verification physical documents will be stored in locked filing cabinet with electronic records being transferred to county server for storage.

How long does your agency retain grant documentation?*

Three years

Describe the services that your project will provide with this funding, and the specific veteran beneficiaries who will receive the services*

The Hays County VSO will provide multiple services. These include mortgage and rent assistance for 20 individuals per category, utility payments for 20 individuals, food vouchers for 15 individuals, car loan payments for 18 individuals, bus passes for 5 individuals, ride shares for 5 individuals, fuel for 15 individuals, car repairs for 6 individuals, car insurance for 6 individuals, assistive technology for 6 individuals, and restorative dental care for 4 individuals.

What types of eligible beneficiaries from the United States military components will your organization serve with TVC grant funding? (select all that apply)* Veteran

Choose the veteran discharge status(es) (Characterization of Service) that your organization will serve with TVC grant funding? (select all that apply)* Honorable, General Under Honorable Conditions, Other Than Honorable Conditions

Describe any other restrictions on eligibility, if applicable (example: income level, VA disability rating, etc).

At what location(s) will beneficiary intake occur?* Organization Office, Via Phone

At what location(s) will beneficiaries receive services?* Organization Office

Can beneficiaries request services over the phone?* Yes

If yes, provide phone number for beneficiaries' to contact for application and/or client intake?* 512-393-8387

Must be formatted as XXX-XXX-XXXX

Can beneficiaries request services or make an appointment online?* Yes

If beneficiaries can make an appointment online, please provide the application link for beneficiaries' to utilize for application and/ or client intake. If awarded a grant, this contact information will be included in FVA's Grantee Directory. *

Beneficiaries may email veteranservices@co.hays.tx.us to request an appointment

Can beneficiaries apply for services via walk-in? * Yes

Are services provided by appointment only?* Yes

How will beneficiaries be evaluated to determine priority of service?* Demonstrated Need

Once eligibility is determined, how many days will it take for requested services to be provided?* 18

▼ Marketing and Outreach

Will your organization conduct outreach events/ interactions to promote grant-funded services? * Yes

Describe the organization's outreach plan.*

A variety of strategies will be used. Contact other veteran orgs such as the VFW etc., to explain the program. Also advertise through the Hays County website, Facebook, and providers of assistance.

How many hours a week, on average, will you conduct outreach with grant funding?* 5

Will your organization conduct marketing to mass audiences promoting grant-funded services?* Yes

Describe the organization's marketing plan.*

A variety of strategies will be used. Contact other veteran orgs such as the VFW etc., to explain the program. Also advertise through the Hays County website, Facebook, and providers of assistance.

What marketing techniques will your organization be using to promote grant funded services ? Social Media , Flyers and Brochures, Other

Will beneficiary satisfaction of grant-funded services be measured? * Yes

Will this include a satisfaction survey after all services have been provided? * Yes

▼ Financial Information

Does your organization have a maximum allowable amount per client? * No

Does your organization have the ability to sustain this project without FVA funding?*

No

Does your organization use software to record accounting transactions and manage financial book keeping?*

Yes

What is the name, type, and version of the software?*

Tyler Tecnology

Note: The values entered for Total Assets, Total Liabilities, Net Assets should be based on the attached financial documents.

Total Assets* \$345,406,695.00

Total Liabilities* \$111,030,282.00

Net Assets at the end of the Year* \$234,376,413.00

Budget Tables

Salary & Fringe Group

Name	Job Title	Annual Salary	% Time to TVC Grant	Total Grant Funded Salary
Amanda Gomes Torres	Case Manager	\$41,698.52	100%	\$41,698.52
Total Fringe: \$20,657.83		Total Grant Funded Fringe: \$20,657.83		
Social Security: \$2,585.22 Medicare: \$604.61 FICA: \$3,189.83	Health: \$11,333.00 Dental: \$404.88 Vision:	Life: \$63.12 Disability: Worker's Comp:	Unemployment: Retirement: \$5,667.00	Parking: Phone:
Total Salary + Fringe: \$62,356.35		Fringe % of Salary: 49.54%		
Total Salary				\$62,356.35

Travel Group

Category	Unit Cost	# Units	# Staff	Amount Requested
Local Mileage & Fees	\$0.55	443	1	\$243.65
Total				\$243.65

Direct Client Services Group

Category	Unit Cost	Quantity	Amount Requested
Mortgage	\$2,880.00	20	\$57,600.00

Rent	\$2,885.00	20	\$57,700.00
Utilities	\$500.00	20	\$10,000.00
Food Voucher	\$100.00	15	\$1,500.00
Transportation Beneficiary Vehicle	\$1,800.00	18	\$32,400.00
Transportation Rides	\$120.00	5	\$600.00
Transportation Rides	\$120.00	5	\$600.00
Transportation Beneficiary Vehicle	\$80.00	15	\$1,200.00
Transportation Beneficiary Vehicle	\$2,200.00	6	\$13,200.00
Transportation Beneficiary Vehicle	\$600.00	6	\$3,600.00
Assistive Technologies	\$500.00	6	\$3,000.00
Restorative Dental	\$1,500.00	4	\$6,000.00
Total			\$187,400.00

Total Budget: \$250,000.00

▼ Documents

Select the financial document that applies to your organization as per the RFA:

ORGANIZATIONAL DOCUMENTS

Governing Body Members

Liability Insurance

POLICY/PROCEDURE DOCUMENTS

Capitalization and Equipment

Cash Management

Payroll

Procurement

Travel

Vendor Payments



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Jerry Borcharding

Sponsor:

Judge Becerra

Agenda Item:

Approve renewal of IFB 2022-B19 Metal Beam Guard Fence (MBFG) Materials with Texas Corrugators.
BECERRA/BORCHERDING

Summary:

IFB 2022-B19 Metal Beam Guard Fence (MBFG) Materials was scheduled for expiration on November 15, 2023. Texas Corrugators would like to renew their contract for one additional year with an effective date of November 15, 2023, to ensure no lapse in contract.

Fiscal Impact:

Amount Requested: Per bid tab
Line Item Number: 020-710-00.5351

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: Invitation for Bid (IFB) 2022-B19 Metal Beam Guard Fence (MBGF) Materials

Auditor's Office

G/L Account Validated Y/N?: Yes, Road Material and Supplies Expense
New Revenue Y/N?: N/A
Comments:

Attachments

(PE) Renewal 1 for IFB 2022-B19



HAYS COUNTY PURCHASING OFFICE

Stephanie Hunt, Purchasing Agent

712 S. Stagecoach Trail, Ste. 1012

San Marcos, Texas 78666

512-393-2267 • purchasing@co.hays.tx.us

November 13, 2023

Texas Corrugators
105 Tradesmans Park Dr.
Hutto, TX 78634

RE: Annual contract renewal

The annual contract for Metal Beam Guard Fence (MBGF) Materials, IFB 2022-B19 is scheduled to expire on November 15, 2023. This letter will serve as official notice that Hays County would like to exercise its first (1st) option to renew the existing contract for one (1) additional year effective November 16, 2023 – November 15, 2024, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email purchasing@co.hays.tx.us if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,

Stephanie Hunt

Stephanie Hunt
Hays County Purchasing Agent

[Signature]
Signature

Texas Corrugators
Company

Chad Smith
Printed Name

11-15-2023
Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item:

Authorize payment to SHI Government Solutions in the amount of \$24,585.00 for the Transportation Department related to the annual subscription renewal of the Cartegraph OMS Plus software package where no purchase order was issued as required per the Hays County purchasing policy. **SMITH/BORCHERDING**

Summary:

The Transportation Department is requesting payment to SHI Government Solutions for the annual renewal of the Cartegraph OMS Plus software package totaling \$24,585.00 for which a purchase order was not obtained. Cartegraph is utilized to track the county roads works orders and projects. The contract renewal was approved in the FY24 budget for the Transportation Department.

Fiscal Impact:

Amount Requested: \$24,585.00

Line Item Number: 020-710-00.5429

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?: No

Comments: No PO obtained prior to invoice

Auditor's Office

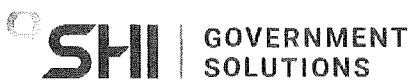
G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense

New Revenue Y/N?: N/A

Comments:

Attachments

SHI invoice



Federal tax ID: 22-3695478
3828 Pecana Trail
Austin, TX 78749
Phone: 800-845-6801
Fax: 512-732-0232

Please remit payment to:
SHI Government Solutions Inc.
P.O. Box 847434
Dallas, TX 75284-7434
ACH/Wire information:
Bank of America
Acct# 004795846371
ACH ABA# 111000025
Wire ABA# 026009593
Remittance Email:
GSremittance@shi.com

Invoice No. GB00507509

Invoice date 10/31/2023
Customer number 3001307
Sales order GS00695212

Finance charge of 1.5% per month will be charged on
past due accounts-18% per year.
All returns require an RMA number supplied by your
SHI GS sales team.

RECEIVED

Bill To

HAYS COUNTY AUDITOR
712 S. Stagecoach Trail
Suite 1071 - ATTN: A/P
San Marcos, TX 78666
USA



NOV 06 2023

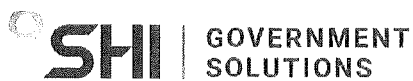
Hays County
Transportation Department

Ship To

Hays County
2171 Yarrington Rd
San Marcos, TX 78666
USA
2022-00000018 / Stephanie Hunt

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
10/31/2023	TX - SLG - Central TX/San Antonio	2022-00000018	LICENSE ONLY	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
43539114 OMSPLS Optl upd via downld Cartegraph	OMS Plus Multiple platforms English Optl upd via downld Software Contract number: 2018011-02 Maintenance From date: 11/2/2023 Maintenance To date: 11/1/2024	1	1	6207.00	6207.00
43873563 OMSAMM Optl upd via downld Cartegraph	Advanced Material Management (option) Multiple platforms English Optl upd via downld Software Contract number: 2018011-02 Maintenance From date: 11/2/2023 Maintenance To date: 11/1/2024	1	1	0.00	0.00
43539130 DOM008 Optl upd via downld Cartegraph	Transportation Domain Multiple platforms English Optl upd via downld Software Contract number: 2018011-02 Maintenance From date: 11/2/2023 Maintenance To date: 11/1/2024	1	1	7275.00	7275.00
43873566 AST999 Optl upd via downld Cartegraph	Custom Asset Driveway Multiple platforms English Optl upd via downld Software Contract number: 2018011-02 Maintenance From date: 11/2/2023 Maintenance To date: 11/1/2024	1	1	1617.00	1617.00
43539134 OMSUSR Optl upd via downld Cartegraph	OMS User MS DOS English Optl upd via downld Software Contract number: 2018011-02 Maintenance From date: 11/2/2023 Maintenance To date: 11/1/2024	10	10	593.00	5930.00
43788235 SYITSU Optl upd via downld Cartegraph	Systems Integration Support Tyler Financial System Multiple platforms English Optl upd via downld Software Contract number: 2018011-02 Maintenance From date: 11/2/2023 Maintenance To date: 11/1/2024	1	1	3556.00	3556.00



Federal tax ID: 22-3695478
3828 Pecana Trail
Austin, TX 78749
Phone: 800-845-6801
Fax: 512-732-0232

Please remit payment to:
SHI Government Solutions Inc.
P.O. Box 847434
Dallas, TX 75284-7434
ACH/Wire information:
Bank of America
Acct# 004795846371
ACH ABA# 111000025
Wire ABA# 026009593
Remittance Email:
GSremittance@shi.com

Invoice No.**GB00507509**

Invoice date
Customer number
Sales order

10/31/2023
3001307
GS00695212

Finance charge of 1.5% per month will be charged on
past due accounts-18% per year.
All returns require an RMA number supplied by your
SHI GS sales team.

Bill To

HAYS COUNTY AUDITOR
712 S. Stagecoach Trail
Suite 1071 - ATTN: A/P
San Marcos, TX 78666
USA

Ship To

Hays County
2171 Yarrington Rd
San Marcos, TX 78666
USA
2022-00000018 / Stephanie Hunt

Quote: 20460948

Sales Balance	24585.00
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	24585.00
Currency	USD



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Villarreal-Alonzo

Sponsor:

Agenda Item

Accept delivery of Internal Examination Reports for the Justice of the Peace Precinct 1, Place 2 Office, Justice of the Peace Precinct 1, Place 1 Office, and Treasurer's Office. **VILLARREAL-ALONZO**

Summary

Internal Examination Reports are attached.

Attachments

Justice of the Peace Pct. 1, Plc. 2 Internal Examination Report
Justice of the Peace Pct. 1, Plc. 1 Internal Examination Report
Treasurer Internal Examination Report



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 2, 2023

Honorable Judge Maggie H. Moreno
Hays County Justice of the Peace Precinct 1, Place 2
712 South Stagecoach Trail, Ste. 2235
San Marcos, Texas 78666

Dear Judge Moreno:

In accordance with the Texas Local Government Code §115.002, the Auditor's Office performed an internal examination of the Hays County Justice of the Peace Precinct 1, Place 2 financial records for the period of August 1, 2021, to January 31, 2023. The internal examination consisted of reviewing disbursements, receipts, deposits, and other supporting documentation.

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

#1 Insufficient Segregation of Duties on occasions when not all clerks are available.

The Justice of the Peace Precinct 1, Place 2 Office does not maintain sufficient segregation of duties for personnel when not all clerks are available. The same individual is responsible for bookkeeping, authorizing transactions, recording transactions, preparing deposits, and preparing monthly financial reports. The Justice of the Peace Precinct 1, Place 2 Office maintains a mail log, but there is no evidence of regular review of the log. The Justice Court Administrator opens the mail and receipts payments into the Odyssey Courts System.

Recommendation

Although the Justice of the Peach Precinct 1, Place 2 office has personnel resource constraints that prohibit a comprehensive implementation of segregation of duties, the office should implement process changes that will encompass internal controls to the greatest extent possible. The Hays County Auditor's Office recommends the person opening the mail should not enter receipts into the Odyssey Courts System. If not possible, then supervisory review and signoff should be conducted on the mail log. Payments received by mail should be entered onto the mail log as they are opened, listing the case, amount, signature of the person who opened the mail, and signature of the person that entered the receipt into the Odyssey Courts System. A monthly review of the mail log should be performed to ensure that all cases entered to the mail logbook have been properly entered into the Odyssey Courts System, and all mail payments have been deposited.

Management Response

All efforts to ensure that there is sufficient segregation of duties are attempted by our office. As of the beginning of FY 24 our office was given a full-time employee to replace our part time employee, and this will

help our office meet these recommendations. At the suggestion of the Auditor's Office there is now a mail log with a signature of the employee who opens the mail, a signature of a different employee who will post the payment to the Odyssey Court System, and a signature of a different employee who verifies that payment was entered into the system correctly.

#2 Two cash receipts were deposited to the Treasurer's office in an untimely manner.

The Hays County Auditor's Office noted that two (2) of thirty-six (36) mail log receipts examined 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 Justice of the Peace Precinct 1, Place 2 Office review their procedures to consistently ensure funds are deposited with the 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

All future deposits will be made within the 5th business day as required by the Texas Local Government Code.

#3 Two Monthly Revenue Reports were submitted to the Hays County Auditor's office in an untimely.

The Hays County Auditor's Office noted that two (2) of eighteen (18) Monthly Revenue 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 Justice of the Peace Precinct 1, Place 2 Office adopt procedures to ensure the monthly 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 with in five days after the last day of each month.

Management Response

Our office has made an agreement with the office of the Justice of the Peace 1-1 that in the event the court administrator for our office is out and unable to complete these reports, the court administrator for JP 1-1 will assist us to get these reports submitted in time.

#4 Two credit card payments were not included in the Monthly Financial Reports.

The Hays County Auditor's Office noted that the revenue reported was not accurate in two (2) of the eighteen (18) monthly revenue reports examined. A credit card payment received December 16, 2022, was not entered into the Odyssey Courts System until January 25, 2023. A credit card payment received January 27, 2023, was not entered into the Odyssey Courts System until February 28, 2023.

Recommendation

The Auditor's Office recommends that GovPay online payments be reconciled to the Odyssey Courts System receipt journal daily to ensure that all payments have been receipted into the Odyssey Courts System. Failure to enter online credit card payments daily can increase the risk factors for lost, unreported, or misappropriated revenue.

Management Response

All efforts to post payments as they are received are done by our office. One of these payments was submitted to the wrong Justice of the Peace office and once it was discovered by their office and send back to us for posting into the Odyssey Court System, it had been over 30 days.

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



Sincerely,
Marisol Villarreal-Alonzo, CPA, MPA
Hays 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 11, 2023

Honorable Judge Jo Anne Prado
Hays County Justice of the Peace Precinct 1, Place 1
712 South Stagecoach Trail, Ste. 2235
San Marco, Texas 78666

Honorable Judge Prado:

In accordance with the Texas Local Government Code (TLGC) §115.002, the Hays County Auditor's Office performed an internal examination of the Hays County Justice of the Peace Precinct 1, Place 1 financial records for the period of August 1, 2021, to January 31, 2023. The internal examination consisted of reviewing disbursements, receipts, deposits, and other supporting documentation.

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

#1 Insufficient Segregation of Duties on occasions when not all clerks are available.

The Justice of the Peace Precinct 1, Place 1 Office does not maintain sufficient segregation of duties for personnel when not all clerks are available. The same individual is responsible for bookkeeping, authorizing transactions, recording transactions, preparing deposits, and preparing monthly financial reports. The Justice of the Peace Precinct 1, Place 1 Office maintains a mail log, but there is no evidence of regular review of the log. The Justice Court staff opens the mail and receipts payments into the Odyssey Courts System.

Recommendation

Although the Justice of the Peach Precinct 1, Place 1 office has personnel resource constraints that prohibit a comprehensive implementation of segregation of duties, the office should implement process changes that will encompass internal controls to the greatest extent possible. The Hays County Auditor's Office recommends the person opening the mail should not enter receipts into the Odyssey Courts System. If not possible, then supervisory review and signoff should be conducted on a mail log. Payments received by mail should be entered onto the mail log as they are opened, listing the case, amount, signature of the person who opened the mail, and signature of the person that entered the receipt into the Odyssey Courts System. A monthly review of the mail log should be performed to ensure that all cases entered to the mail logbook have been properly entered into the Odyssey Courts System, and all mail payments have been deposited.

Management Response

We now have a third person verifying mail and all entries into odyssey and this should solve this issue.

#2 Three cash receipt voids were not properly supported.

The Hays County Auditor's Office noted that three voided cash receipts totaling \$626.00 did not include support for the reason the receipts were voided.

Recommendation

The Hays County Auditor's Office recommends that all voided transactions be well documented, adequately reviewed, and approved to help ensure the validity of the voided transaction. Voided transactions without proper documentation and authorization increase the risk factor for lost or misappropriated revenue.

Management Response

These were credit card payments and with our new system (merchant edge) this will allow this office to keep up with daily transactions.

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

The Hays County Auditor's Office noted that one (1) of eighteen (18) Monthly Revenue Reports was 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 Justice of the Peace Precinct 1, Place 1 Office review their procedures to ensure the monthly 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 with in five days after the last day of each month.

Management Response

We will keep up with the deadline of 5 business days to get report in on time.

#4 Twelve credit card payments and two ACH payments were not receipted into the Odyssey Courts System.

The Hays County Auditor's Office noted that the revenue reported was not accurate in thirteen (13) of the eighteen (18) monthly revenue reports examined. Credit card payments were made using the online payment system, and the payments were not entered into the Odyssey Courts System when the payments were received. ACH payments were received at the bank, and the payments were not entered into the Odyssey Courts System when notified by the Treasurer. The payments were entered during the following month causing reconciliation differences between several monthly revenue reports.

Recommendation

The credit card online payment system and emails from the Treasurer should be reviewed daily to determine if payments were made. Credit card payments made through the online system ACH deposits made at the bank, should be entered into the Odyssey Courts System daily. Failure to enter online credit card payments daily and enter ACH deposits when notified by the Treasurer can increase the risk factors for lost or misappropriated revenue.

Management Response

We are now on the new system (merchant edge) and this will allow us to keep daily track of all transactions also we now receive emails when credit card payments are made.

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

Sincerely,



Marisol Villarreal-Alonzo, CPA, MPA

Hays County Auditor

sh/lp



OFFICE OF THE COUNTY AUDITOR

Marisol Villarreal-Alonzo, CPA, MPA

Hays County Auditor

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San Marcos, Texas 78666

marisol.alonzo@co.hays.tx.us

512-393-2283

November 16, 2023

Ms. Britney Bolton-Richey
Retired Hays County Treasurer
712 South Stagecoach Trail Suite 1094
San Marcos, Texas 78666

Dear Ms. Bolton-Richey:

In accordance with Texas Local Government Code 115.002 and 115.004, the Auditor's Office performed an internal examination of the records of the Hays County Treasurer's Office financial records for the period of May 1, 2019 to September 30, 2021 and the exit period of September 1, 2022 to December 31, 2022. The internal examination consisted of reviewing disbursements, receipts, deposits, and other supporting documentation under the administration of the Hays County Treasurer, Britney Richey for compliance with Texas Local Government Code 112.002 and 112.003

Based on the internal examination, the Auditor's Office identified several areas for improvement. The Treasurer's Office final December 31, 2022 balances, adjusted for transactions posted on January 3, 2023, are attached to this report.

Bank Account Reconciliations

#1 Bank Account Reconciliations contained reconciling items that were cleared or deposited untimely at the bank.

Some reconciling items were erroneously included in the bank account reconciliations as outstanding items or adjustments even though the deposit or withdrawal had not been initiated at the bank. These reconciling items created differences with the monthly general ledger balances. The following reconciling items were noted when reviewing bank reconciliations:

- General Fund – A \$15.00 withdrawal relating to a stale check from fiscal year 2010 has not cleared the bank in a timely manner. There is a difference of \$32.04 between the General Fund bank account reconciliation and General Ledger that is unaccounted for at 12/31/2022.
- Interest and Sinking Fund – Deposit Warrant 2021-00007191 for \$1,512,551 was received on 7/19/2021 and erroneously deposited in the General Fund bank when the funds were due to the Interest and Sinking (I&S) Fund for pass thru road reimbursements. The Treasurer's Office increased the Interest and Sinking cash on the general ledger when recording the deposit warrant, despite the cash being deposited erroneously into the General Fund bank account. The Auditor's Office subsequently corrected the deposit warrant posting with a journal entry; however, the transfer of funds from the General Fund to the I&S Fund was not made in a timely manner and the Treasurer bank reconciliation showed the reimbursement as a deposit in transit, resulting in the

over statement of cash. Per review of cash transactions, a transfer from the General Fund to the I&S Fund for \$1,512,551 cleared the bank on 1/3/2023.

- Local Provider Participation Fund (LPPF) - The 12/31/22 LPPF bank account reconciliation lists a reconciling item of \$10.00 that has carried on the monthly reconciliations since August 2020. The reconciling item relates to a fee charged by Sage Capital Bank for accepting an incoming wire on 8/28/2020. This reconciling item was cleared with a bank account deposit on 1/3/2023.
- Help America Vote Act Fund - The 9/30/2021 Help America Vote Act Fund bank account reconciliation overstates cash by \$319.60. This is an error that originates from the 9/30/2020 bank account reconciliation. The reconciling item of \$319.60 cleared in October 2020 and should have been deleted from the following bank reconciliation. This error was carried forward until August 2022 and deleted from the bank account reconciliation in September 2022.
- District Court Juror Fund – The 7/31/2021 district court juror fund reconciliation lists several reconciling adjustments, totaling \$185.66, that have carried forward for several years, dating back to 2017. Deposits in transit lists several reconciling items beginning in October of 2020 carrying forward to July 2021 totaling \$12,894.00. Some of the deposits in transit relate to stale checks clearing from the “district court juror fund”. The “district court juror fund” acts as a clearing fund that keeps a target balance of \$1.00. When a check becomes stale, cash is transferred from the “district court juror fund” to the “general fund pooled cash” bank account and a liability is recorded for uncashed checks. If a stale check clears the district court juror bank account, the “general fund pooled cash” bank account then transfers money back to the “district court juror fund” for the stale checks that cleared to maintain the target balance of \$1.00. The deposits in transit listed on the bank account reconciliation of \$12,894.00 had not been initiated and should not be identified as deposits in transit on the bank account reconciliation. A deposit in transit, by definition, is a transfer that has been initiated but has not cleared as of the end of the month and will typically clear within the first five days of the following month. It is not proper to show the transfers listed as deposits in transit if they have not been initiated. Omitting the deposits in transfer from the bank reconciliation would show that the reconciled bank balance is a negative number, meaning that the district court juror fund bank account does not have enough cash to cover outstanding checks as of 7/31/2021. The 12/31/2022 bank reconciliation included deposits in transit totaling \$30 that had not been initiated as of 12/31/2022.
- County Court Juror Fund – The 7/31/2021 county court juror fund reconciliation lists two reconciling adjustments, totaling to a net amount of \$1.00, that have carried forward since 2019. Deposits in transit lists several reconciling items beginning in October of 2020 carrying forward to July 2021 totaling \$992.00. The “county court juror fund” bank account acts as a clearing fund that keeps a target balance of \$1.00. The deposits in transit amount of \$992.00 had not been initiated and should not be recorded as deposits in transit on the bank account reconciliation. A deposit in transit, by definition, is a transfer that has been initiated but has not cleared as of the end of the month and will typically clear within the first five days of the following month. It is not proper to show the transfers listed as deposits in transit if they have not been initiated. Omitting the deposits in transfer from the bank account reconciliation would show that the reconciled bank balance is a negative number, meaning that the “county court juror fund” bank account did not have enough cash to cover outstanding checks as of 7/31/2021. The 12/31/2022 bank reconciliation did not identify any deposits in transit.
- Accounts Payable Clearing Bank Account – The 12/31/2022 accounts payable clearing bank account reconciliation includes several adjustments that have carried forward for several years with a net total of \$1,145.01. The adjustments were bank encoding errors that were not resolved in a timely manner resulting in the outgoing Treasurer reimbursing the County \$1,145.01. Per examination of deposits in transit, \$48,677.36 represent transfers for stale checks that cleared the bank. However, the transfers for these stale checks were not initiated as of 12/31/2022 and remain listed as deposits in transit in the following month’s bank account reconciliation. A deposit in transit, by definition, is a transfer that has been initiated but has not cleared as of the end of the month and will typically clear within the first five days of the following month. It is not proper to show the transfers listed as deposits in transit if they have not been initiated. An outstanding transfer

of \$10,000 for stale checks is listed as an outstanding item on the bank account reconciliation even though the transfer was not initiated as of 12/31/2022 and remains listed as an outstanding item in the following month's reconciliation. The negative reconciled bank balance of \$(2,284,787.33) represents that the accounts payable clearing bank account at 12/31/2022 did not have enough cash to cover all the outstanding checks. The 12/31/2022 bank account balance is understated by 35 cents.

- Payroll Account Reconciliation – The 12/31/2022 payroll fund reconciliation included adjustments that date back to 2017 totaling \$387.69. Of this amount \$372.69 was for banking errors that were not resolved in a timely manner resulting in the outgoing Treasurer reimbursing the County \$372.69. A \$15.00 adjustment relating to a stale check from fiscal year 2010 has not cleared the bank in a timely manner. The negative reconciled bank balance of \$(1,206,554.32) represents that the payroll account at 12/31/2022, did not have enough cash to cover all the outstanding checks. The 12/31/22 balance is overstated by 17 cents.

Recommendation

The Treasurer's Office should ensure that the reconciled bank balance agrees to the general ledger balance when preparing bank account reconciliations. Pursuant to Texas Local Government Code subsection 113.008(d) the county treasurer must reconcile all balances and transactions for each treasury account. In connection with the reconciliation, Texas Local Government Code subsection 113.008(f)(2), states that all financial adjustments resulting from reconciliations are to be reported to the county auditor for entry in the general ledger. The adjustment for \$15.00 should have been investigated and transfers should have been made several years ago and not continued to be listed on the bank account reconciliation. The Treasurer's Office should ensure that reconciling items listed as transfers have been initiated by the end of the month for which the reconciliation was prepared and clear within the first few days of the following month. The Treasurer's Office should provide reasonable assurance that reconciling items are valid initiated deposits or withdrawals that do not carry forward for excessive periods of time. The Treasurer's Office should ensure that the reconciled bank balance agrees to the general ledger balance when preparing reconciliations with differences investigated, properly documented, and reported to the County Auditor for recording in the general ledger in a timely manner. The Treasurer's Office should ensure that disputes with the bank over fees or encoding errors should be reported and resolved within a timely manner. The Treasurer's Office should ensure that reconciling items are valid and remove them from the bank reconciliation when they have cleared the bank. The Treasurer's Office should be aware of the cash flow requirements to have the required cash balances on hand to cover all outstanding checks written against the account. To avoid excessive outstanding check balances, long outstanding checks should be voided, the bank should be notified to not cash any checks aged 90 days or more, and a listing of the liabilities should be maintained.

#2 Bank account with fraudulent activity was not closed for several months after fraudulent activity was identified.

The Justice of the Peace, Precinct 5 bank account had fraudulent electronic disbursements continue for a period of several months. The fraudulent activity carried on from September 2019 to December 2021 for a total of \$14,150.11. The Treasurer's Office was able to recover funds totaling \$12,537.71 from the bank and the outgoing Treasurer reimbursed the County the remaining funds totaling \$1,612.40.

Recommendation

The Auditor's Office recommends closing bank accounts with fraudulent activity. A key control to identify fraud is the reconciliation of bank accounts within several days of the following month and action to immediately close accounts with fraudulent activity.

Cash/Monies Receipts

#1 Received date stamp was not present on cash/monies receipt support.

For 62 of 122 receipts tested, a date stamp was not present on the receipt support. The received date stamp is used to determine the number of days that have passed between the Treasurer's Office receiving money and depositing the money at the bank. If a received date stamp is not present, the Auditor's Office is unable to determine if the Treasurer's Office is in compliance with LGC 113.022 (b), which states, "the treasurer shall deposit money on or before the seventh business day after the date the treasurer receives the money."

Recommendation

The Auditor's Office recommends the Treasurer's Office stamp "Date Received xx/xx/xxxx" on supporting documentation for receipts to provide reasonable assurance that money is deposited within seven business days after the Treasurer receives the money as required by Texas Local Government Code Subsection 113.022 (b).

Disbursements

#1 Some stop payments for uncashed checks were not processed at the bank in a timely manner.

The Auditor's Office was notified by some vendors that payment was not received for services provided to the County. In each case, a check had been sent to the vendor but not cashed. Prior to reissuing a check, vendors must submit a form to have a stop payment placed on their original check and a replacement reissued. The Treasurer's Office requires the stop payment form to place the stop payment at the County's bank depository to prevent the vendor from being paid twice for the same service. The Auditor's Office noted that some vendors submitted their stop payment/replacement check form to the Treasurer's Office and one or more months passed without the Treasurer's Office placing a stop payment at the bank depository as noted below:

- Inmate Services Corp vendor stop payment form was submitted on 3/17/2020; Treasurer's Office placed a stop payment at the bank depository on 5/29/2020.
- City of Austin vendor stop payment form was submitted on 2/5/2020; Treasurer's Office placed a stop payment at the bank depository on 5/29/2020.
- Sharp Compliance vendor stop payment form was submitted on 9/25/2020; Treasurer's Office placed a stop payment at the bank depository on 12/16/2020.
- Alternative Resource Recyclers vendor stop payment form was submitted on 11/17/2020; Treasurer's Office placed a stop payment at the bank depository on 12/16/2020.
- JJ's Towing vendor stop payment form was submitted on 11/4/2020; Treasurer's Office placed a stop payment at the bank depository on 12/16/2020.
- Tractor Supply vendor stop payment form was submitted on 7/10/2020; Treasurer's Office placed a stop payment at the bank depository on 1/5/2021.

Recommendation

The Auditor's Office recommends that stop payment/replacement check requests be processed in a timely manner to help ensure that County's vendors are paid for services provided and lost checks are resolved promptly.

#2 Some vendor payments made via Electronic Fund Transfers were not disbursed in a timely manner.

- The Auditor's Office was notified by a local business with which the County has an economic incentive agreement that their incentive payment had not been received in several quarters. The Auditor's Office sent the request to disburse funds for Commissioner's Court approved invoices on 9/8/2020 and 11/24/2020; however, the Treasurer's Office did not initiate the payment transfer until 12/23/2020.
- While preparing the invoice for a reimbursement-based grant, the Auditor's Office noted that an approved electronic fund transfer to Grande Communications requested on 4/20/2020 had not been

disbursed by the Treasurer's Office. The Treasurer's Office did not initiate the transfer until 6/3/2020.

- The Auditor's Office was notified by Turner Construction on 5/4/2021 of several payments via electronic fund transfer not being received. The payments were approved by Commissioner's Court on 4/13/2021 and 4/27/2021. The Treasurer's Office did not initiate the transfer until 5/6/2021.

Recommendation

The Treasurer's Office should initiate transfers for properly approved disbursements in a timely manner so that vendors receive payment for services provided to the County promptly.

#3 Some payment of recoveries, commission, and excess funds were not made timely for Tax Sales that had been collected.

Per reconciliation of the "Accounts Payable - Other Tax/Writs/Trustee Sale Proceeds" account by the Auditor's Office, it was noted that disbursements of the proceeds of Writs of Execution and Tax Sales, did not occur in a timely manner as noted below:

- Funds totaling \$38,700.00 received on 10/18/2021 for a tax sale were disbursed on 2/1/2022.
- Funds totaling \$38,145.89 received on 10/18/2021 for a tax sale were disbursed on 2/1/2022.
- Funds totaling \$57,765.49 received on 12/7/2021 for a tax sale were disbursed on 2/1/2022.
- Funds totaling \$9,234.51 received on 12/7/2021 for a tax sale were disbursed on 2/1/2022.
- Funds totaling \$32,000.00 received on 12/7/2021 for a tax sale were disbursed on 2/1/2022.
- Two August 2022 tax sales totaling \$111,831.17 received on 8/3/2022 were disbursed on 12/30/2022.

Recommendation

The Auditor's Office recommends that the Treasurer's Office submit Tax Sale recoveries and commission to the Auditor's Office for accounts payable processing in a timely manner after the Treasurer's Office has receipted the proceeds and received the payout instructions.

#4 Some healthcare claims were processed and disbursed in an untimely manner.

The Treasurer's Office submits weekly healthcare claim payment requests to the Auditor's Office for review and inclusion in the weekly disbursement claims report for Commissioner's Court approval. The Auditor's Office noted that the following healthcare claims were processed and disbursed by the Treasurer's Office untimely:

Claim Transaction Dates	Commissioner's Court Approval Date	Treasurer Disbursement Date	Amount Disbursed
3/7/2022 to 4/4/2022	5/10/2022	5/17/2022	\$841,221.12
8/22/2022 to 9/2/2022	9/13/2022	9/21/2022	\$530,140.40
9/6/2022 to 9/19/2022	9/27/2022	10/14/2022	\$430,038.57
9/20/2022 to 10/17/2022	10/25/2022	11/2/2022	\$648,192.74

Recommendation

Healthcare claim notifications should be reviewed, submitted for approval, and disbursed in a timely manner. The disbursement should be made promptly after Commissioner's Court approval to avoid the County's healthcare claims being sent to collections by our healthcare provider.

#5 Some Accounts Payable Interfund Transfers were completed in an untimely manner.

The Accounts Payable Clearing bank account is a clearing account for the accounts payable vendor checks. When accounts payable vendor payments are processed from the Accounts Payable Clearing bank account, an interfund transfer from the fund where the expense was budgeted and recorded must be made to fund the checks processed. The Auditor's Office noted that the Treasurer temporarily transferred funds from the General Fund to fund the accounts payable checks dated back to 10/5/2021. A final reconciliation of accounts payable interfund payables was performed by the Treasurer in December 2022 and transfers

totaling \$59,147,853.74 were processed and recorded in the general ledger to clear out the interfund payables.

Recommendation

The Auditor's Office recommends that the Treasurer perform interfund transfers from the appropriate funds to the accounts payable clearing bank account in a timely manner to ensure that funds are transferred within one day for the accounts payable disbursements that are approved by the Commissioner's Court and prior to disbursement of the checks by the Treasurer's Office. Although interfund liabilities and receivables are recorded in the general ledger when accounts payable disbursements are processed, these interfund payables should be cleared with timely interfund transfers.

#6 Funds received in the credit card clearing account were not reconciled and transferred to the General Fund in a timely manner.

The Auditor's Office noted that reconciliations for electronic payments related to fees and fines and the related transfers of funds from the credit card clearing account were completed untimely as noted below:

Month Credit Card Payment Received	Date Funds Were Transferred to the General Fund	Credit Card Payment Amount Transferred
July 2022 – County Clerk Fees	12/28/2022	\$289,482.78
July 2022 – District Clerk Civil Fees	12/28/2022	\$300,224.77
August 2022 – County Clerk Fees	12/28/2022	\$295,526.62
August 2022 – District Clerk Fees	12/28/2022	\$89,330.18
September 2022 – County Clerk Fees	12/28/2022	\$115,121.60
September 2022 – District Clerk Fees	12/28/2022	\$115,542.76
August 2022 – Fire Marshall Fees	12/30/2022	\$4,203.00
September 2022 – Fire Marshall Fees	12/30/2022	\$3,666.65
August 2022 – General Counsel Fees	12/30/2022	\$186.50
September 2022 – General Counsel Fees	12/30/2022	\$343.50
August 2022- Juvenile Probation Fees	12/30/2022	\$220.00
September 2022 – Juvenile Probation Fees	12/30/2022	\$425.00

Recommendation

The Auditor's Office recommends that credit card payments be reconciled and transferred to the proper fund in a timely manner. In order to properly record all revenues in the general ledger in a timely manner, the credit card clearing bank account deposits should be reconciled and transferred to the appropriate funds monthly.

Payroll

#1 One employee's salary was expensed to the wrong department.

For 1 of 36 employees tested, the employee salary expense was coded to the wrong department. An employee of Justice of the Peace, Precinct 1-2 was coded to Justice of the Peace, Precinct 1-1 salary expense line item.

Recommendation

The Payroll Office should review all payroll change notices to ensure employee salaries are expensed to the proper department. The individual department salaries should be posted to the accurate department's general ledger expense account to reflect proper expenses by department and not create over-budget situations.

#2 Election Worker timesheet compensation hours did not agree to compensation hours paid in the payroll system.

The Auditor's Office reviewed the manual timesheets submitted for the November 2022 Election and noted the following errors:

- One (1) election worker was paid \$196.00, but a timesheet was not located to verify the amount paid;
- Twenty (20) election workers were underpaid a total of \$408.37 due to payroll calculation errors;
- Forty-two (42) election workers have not been paid, some due to no submission of payroll documents;
- Fifty-nine (59) election workers were overpaid, with the overpayments totaling \$8,107.00 (\$6,886.50 is related to the 11/16/2022 payroll being duplicated). The duplicate payments resulted when timesheets were submitted both electronically and manually to the Treasurer's Office.

Recommendation

The Payroll Office should review the errors listed above and should obtain the necessary documentation needed to process payroll for the 42 election workers that have not been paid. The Payroll division should consult with the Commissioner's Court on how to resolve the overpayments made to election workers.

#3 Payroll processing errors resulted in overpayments.

The Auditor's Office reviewed the Treasurer's Payroll Overpayments Report/Folder and the related payroll change notices, noting that \$38,010.39 has been overpaid to employees during the years 2012 to 2022. Overpayments to employees date back to 2012 and most overpayments resulted when payroll change notices were not submitted in a timely manner by the departments. A total of \$2,050.81 in overpayments were the result of the Treasurer's Office not processing payroll change notices in a timely manner. The Treasurer's Office did notify every employee of the overpayment owed back to the County and has attempted collections. The Treasurer's Office has also made collection notations in the employee personnel file in the event of re-hire.

Recommendation

The Auditor's Office recommends that the Payroll Office review the payroll change notice process to ensure all payroll change notices received are processed in a timely manner and have the required documentation from the departments. The Auditor's Office recommends that the Payroll Office send a reminder email to all departments each month of when payroll change notices should be received to ensure employees are being paid accurately. In addition, the Payroll Office should send out a secondary letter to the overpaid employees requesting payment, and if payment is not received then obtain direction from the Commissioner Court on how they would like to proceed with collection efforts for the money owed to the County by prior employees.

Investments and Treasurer's Reports

#1 The Investment Policy and Quarterly Investment Reports were not submitted to Commissioner's Court for review and approval as required by the Public Funds Investment Act for the fiscal year ending 9/30/2020.

The Treasurer's Office did not obtain approval of the County Investment Policy and Investment Reports per the Commissioner's Court minutes for the fiscal year ending 9/30/2020, as required by the Public Funds Investment Act (Texas Government Code Chapter 2256). The untimely presentation of the Investment Policy and Reports to the Commissioner's Court resulted in a finding from the County's external auditors for fiscal year ending 9/30/2020.

Recommendation

The Treasurer's Office should submit the County's Investment Policy to the Commissioner's Court annually as required per Texas Government Code Chapter 2256.005 (e). In addition, the Treasurer's Office

should present the County's Investment Report to the Commissioner's Court quarterly as required per Texas Government Code 2256.023 (c).

#2 Unable to determine if cash accounts are properly collateralized for Fiscal Year 2021.

The Treasurer's Office did not provide requested collateralization statements for Fiscal Year 2021; therefore, the Auditor's Office was unable to determine if cash is properly collateralized, as required by the Public Funds Investment Act and the County Investment Policy.

Recommendation

The Treasurer's Office should provide completed collateralization statements and records to the County Auditor monthly for review.

#3 Some investments account general ledger balances did not agree to the Treasurer's Monthly Investment Report.

Some investments account general ledger balances did not agree to the Treasurer's Monthly Investment Report due to bank reconciliations and investment reports not being submitted timely to the Auditor's Office. See below for differences by Fund:

- The General Fund investments general ledger balance did not agree to the Treasurer's Monthly Investment Report for 4 of 18 months tested.
- The Pass-Through Bond 2015 investments general ledger balance did not agree to the Treasurer's Monthly Investment Report for 4 of 4 months tested (less months tested due to closure of account).
- The Road Bond Series 2016 investments general ledger balance did not agree to the Treasurer's Monthly Investment Report for 3 of 18 months tested.
- The Interest & Sinking Fund investments general ledger balance did not agree to the Treasurer's Monthly Investment Report for 1 of 18 months tested.

Recommendation

The Treasurer's Office should prepare an Investment Report that is reconciled and balanced to the general ledger and investment statements in a timely manner. This reconciliation is a control to ensure that all activity has been recorded. The differences noted above are due to interest and/or transactions not being recorded in the proper period as a result of supporting documentation not submitted to the Auditor's Office timely before the month-end close.

Unclaimed Funds – General

#1 Unable to determine if the account balance of unclaimed funds liability accounts are properly stated.

The Auditor's Office requested a detailed reconciled listing for each liability account used to track unclaimed funds as of 9/30/2021, 9/30/2022, and 12/31/2022. A reconciled listing was not provided, and the Auditor's Office was unable to determine if the balance of these accounts were fairly stated. Due to the age of the liability, it was likely that all restitution and any unclaimed balance greater than \$100.00 were abandoned per Texas Property Code, Title 6, Chapter 72 and should have been escheated to the Texas Comptroller.

Recommendation

The Treasurer's Office should maintain a detailed listing of unclaimed funds that balances to the funds held in the liability account. The Treasurer's Office should ensure that unclaimed property is escheated to the State when considered abandoned, and in the time frame (all property considered abandoned as of March 30th each year is due to the Texas Comptroller by the following July 1st) required by Texas Property Code, Title 6, Chapter 74 and 77. The Treasurer's Office should reconcile liability accounts regularly and be able to provide a detailed listing of the items making up the balance.

#2 No evidence of proper notification to the presumed owner of unclaimed property, prior to remittance to the Texas Comptroller.

The Auditor's Office tested 15 department property reports for unclaimed property greater than \$100 and tested 9 property reports for unclaimed restitution. Prior to escheatment, a notice should be mailed to the last owner of record notifying them that their property will be escheated to the Texas Comptroller. The Auditor's Office did not receive support of this notice being sent to the owners of unclaimed property and were unable to determine if the Treasurer's Office complied.

Recommendation

The Treasurer's Office should ensure that owners of unclaimed property are notified of their property being escheated to the Texas Comptroller as required by Texas Property Code, Title 6, Chapter 74 and 77.

#3 Unclaimed property greater than \$100 was not escheated to the Texas Comptroller in 2022.

The Auditor's Office tested 15 property reports submitted to the Treasurer's Office from May 1, 2019, to July 31, 2021, and found that 6 reports with unclaimed property considered abandoned per Property Code, Title 6, Chapter 72 were not escheated to the Texas Comptroller as required by Texas Property Code, Title 6, Chapter 74. The approximate amount of funds tested during the period under audit that were due to the Texas Comptroller at 7/31/2022, totaled \$70,440.88. The Auditor's Office noted that one Tax department check for unclaimed funds dated 11/24/2020 was not deposited by the Treasurer's Office until one year later on 11/15/2021.

Recommendation

The Auditor's Office recommends reviewing unclaimed property reports to ensure that the Treasurer's Office escheats unclaimed property to the State when considered abandoned, and in the proper time frame (all property considered abandoned as of March 30th each year is due to the Texas Comptroller by the following July 1st) required by Texas Property Code, Title 6, Chapter 74.

#4 Unclaimed property listing not published in 2019, 2020, 2021, or 2022.

Through inquiry of the Treasurer's Office and a search of the County website, the Auditor's Office was not able to obtain an unclaimed property listing. It appears that the last unclaimed property listing was published to the County website in 2015.

Recommendation

The Auditor's Office recommends implementing internal controls to ensure that an unclaimed property listing is published each year in accordance with the Texas Property Code, Title 6, Chapter 76.

We appreciate the cooperation and assistance provided to my Office during the internal examination. Your response to this report is attached.

Sincerely,



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

R
Britney Bolton Richey

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

Dear Mrs. Villarreal-Alonzo,

November 14, 2023

Thank you for the diligent work performed by the Hays County Auditor's Office and for performing and completing this internal examination. I sincerely appreciate the opportunity to respond to the areas noted for improvement. Your recommendations are well received and noted.

At the time of my retirement, the Hays County Treasurer's Office had a history of producing an extremely high-quality work product for decades. Our history of excellence has been documented in annual external audits along with a multitude of extensive reviews of our work including internal, federal, state and department of labor audits. This outstanding record is the consistent result of many skilled, dedicated, and exceptional employees. These hard-working public servants excelled with speed and accuracy in the extremely overwhelming, voluminous, and work-intensive environment of the Hays County Treasurer's Office.

During my tenure, mistakes were anticipated, located, documented, reported, and successfully controlled by an intensive quality review. Our very effective management team conducted in-depth oversight. Extensive internal controls were always in place and used by every staff member. Thousands of complex and time-consuming transactions were completed perfectly without error. While we strived for complete perfection, our fast pace, our limited staff, and our many process design constrictions resulted in a few occasional but unavoidable errors. While each notation in your report is deeply regrettable, the list of items to improve represents an extremely small percentage of our enormous overall work product for the time period examined. The vast majority of our work was produced with excellent quality and precision.

Almost every item listed within this audit report is the direct result of too few staff members. This is related to both allotted budget constraints and then the further depletion of staff for the duration of the pandemic. Our employees exhibited exceptional performance in unprecedented circumstances. We were able to accomplish an enormous amount of excellent work with very few staff, while most of the world was shut down. During this time, other governmental agencies, financial institutions, and the entire business community were all suffering and often unresponsive. The shutdown totally crippled our processes. One major factor was that the chain of workflow from sources outside of our office came to a screeching halt. Our small staff was already at maximum capacity and became overwhelmed with the enormous degree of additional complications that were brought on by the pandemic. We were faced with extremely limited resources and many unavoidable and unrealistic restrictions. These conditions lingered beyond any reasonable time frame and the impact of the increased workload upon so few people was devastating. Despite all challenges, our staff successfully paid county employees timely and accurately, distributed vendor payments timely and accurately, performed mail services daily, receipted funds daily, managed the county investments daily, successfully filed mandatory state and federal reports timely and accurately, and by all accounts, performed exceptionally well. We also maintained all internal controls despite our challenges. Disappointingly, some important but less essential tasks suffered greatly due to the lack of time, staff, and resources. This resulted in a multitude of transactions occurring together during the catch-up period. We made every attempt to successfully complete or to resolve lingering items by the end of December of 2022.

Our Treasury management team made giant strides in 2022. After previously denying my requests, the Hays County Commissioners' Court graciously attempted to resolve some of our constraints by authorizing one more staff member along with funding for new software. With the new position filled towards the end of 2022, we moved forward with funding for new software, streamlined process designs, a proposal to change payroll dates and many other internal improvement advancement goals. Unfortunately, I did not anticipate retiring on December 31, 2022, therefore, it is no longer possible for me to directly impact or to provide any authoritative oversight of these plans. Regrettably, I am also not able to personally provide more detailed explanations for each specific transaction contained in this review because I, appropriately, no longer have access to the county financial systems.

The recommendations provided in your examination are plausible solutions and appropriate responses to the areas recognized as needed improvement. My wish is that the future financial staff of Hays County will continue our past efforts to further improve the processes and maintain our ethical heartfelt drive for excellent performance. I hope that they will learn not only from these items noted, but more importantly from our vast history of successes. My job is done. For 32 years, I dedicated my life to serving the citizens of my beloved Hays County. May God bless the work of all the Hays County employees who continue to serve of our wonderful community.

Sincerely,


Britney Bolton Richey
Retired Hays County Treasurer

Hays County Treasurer's Report:
Sage Capital Bank Funds Summary - December 2022

OPERATING FUNDS - Checking Accounts	Beginning Balance	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	Ending Balance	Total Investments	TOTAL FUND
General Fund	\$ 275,463.59	\$ -	\$ 6,184,588.40	\$ 8,100,000.00	\$ 14,099,290.57	\$ -	\$ 460,761.42	\$ 56,367,107.53	\$ 56,827,868.95
Distribution Clearing Account	\$ (3,638,711.00)		\$ 7,702,276.24	\$ 1,000,000.00	\$ 7,348,352.57	\$ -	\$ (2,284,787.33)	\$ 32,580,724.06	\$ 30,295,936.73
Payroll Clearing Account	\$ (1,260,243.10)		\$ 7,866,559.47	\$ -	\$ 7,812,870.69	\$ -	\$ (1,206,554.32)	\$ 9,413,092.29	\$ 8,206,537.97
Credit Card Fee Fund	\$ 2,441,954.05		\$ 427,363.09	\$ -	\$ 1,963,554.42	\$ -	\$ 905,762.72	\$ -	\$ 905,762.72
Road and Bridge General Fund	\$ 35,631.06	\$ -	\$ 371,023.56	\$ -	\$ 290,847.47	\$ -	\$ 115,807.15	\$ 13,599,442.54	\$ 13,715,249.69
Medical and Dental Fund	\$ 1,618.68	\$ -	\$ 1,337,479.94	\$ -	\$ 1,335,881.81	\$ -	\$ 3,216.81	\$ 8,429,634.73	\$ 8,432,851.54
Sheriff's Drug Forfeiture Fund	\$ 48,547.53	\$ -	\$ -	\$ -	\$ 23,820.91	\$ -	\$ 24,726.62	\$ 152,087.65	\$ 176,814.27
Sheriff's Federal Discretionary Fund	\$ 124,593.07	\$ -	\$ -	\$ -	\$ 169.65	\$ -	\$ 124,423.42	\$ -	\$ 124,423.42
District Attorney Drug Forfeiture Fund	\$ 215,062.45	\$ -	\$ 97.00		\$ 5,363.98	\$ -	\$ 209,795.47	\$ 67,485.02	\$ 277,280.49
District Attorney Hot Check Fee Fund	\$ 48,559.08	\$ -	\$ 1,176.58	\$ -	\$ 4,157.42	\$ -	\$ 45,578.24	\$ -	\$ 45,578.24
Family Health Services Fund	\$ 810,267.43	\$ -	\$ 117,241.52	\$ -	\$ 292,504.77	\$ -	\$ 635,004.18	\$ 1,039,546.04	\$ 1,674,550.22
Juvenile Detention Center Fund	\$ 78,775.47	\$ -	\$ 147,490.85	\$ 100,000.00	\$ 321,483.69	\$ -	\$ 4,782.63	\$ 1,033,980.27	\$ 1,038,762.90
Tobacco Settlement Fund	\$ 77,866.31	\$ -	\$ -	\$ -	\$ 1,362.69	\$ -	\$ 76,503.62	\$ 177,704.73	\$ 254,208.35
HC Local Provider Participation Fund	\$ 13,109.85	\$ -	\$ 582,152.75	\$ -	\$ -	\$ -	\$ 595,262.60	\$ 4,321,152.26	\$ 4,916,414.86
Energy Efficiency Project Fund	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 73,230.00	\$ 73,231.00
School Safety Zone	\$ 2,364.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,364.25	\$ -	\$ 2,364.25
Help America Vote Fund	\$ 308,808.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 308,808.33	\$ -	\$ 308,808.33
Corona Virus Relief Fund	\$ 9,916.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,916.58	\$ 539,135.77	\$ 549,052.35
Emergency Rental Assistance Fund	\$ -	\$ -	\$ 9.00	\$ -	\$ -	\$ -	\$ 9.00	\$ 47,319.33	\$ 47,328.33
American Recovery Plan Fund	\$ 6,481.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,481.14	\$ 25,000,320.73	\$ 25,006,801.87
Local Assistance & Tribal Consistency ARPA Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Historical Commission Trust Fund	\$ 992.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 992.57	\$ 131,899.63	\$ 132,892.20
CONSTRUCTION FUNDS - Checking Accounts	Beginning Balance	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	Ending Balance	Total Investments	TOTAL FUND
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 619,283.17	\$ 619,284.17
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Through Revenue Bond 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 36,150.86	\$ -	\$ -	\$ -	\$ 7,448.78	\$ -	\$ 28,702.08	\$ 403,220.75	\$ 431,922.83
Pass Through 2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Priority Road Bond Series 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 5,153,099.46	\$ 5,153,100.46
Pass Thru Road Bond Series 2016	\$ 8,085.44	\$ -	\$ -	\$ -	\$ 7,101.53	\$ -	\$ 983.91	\$ 3,341,465.72	\$ 3,342,449.63
Limited Tax Bond Series 2017	\$ 7,189.82	\$ -	\$ -	\$ -	\$ 6,599.19	\$ -	\$ 590.63	\$ 7,911,607.61	\$ 7,912,198.24
Road Construction Bond 2019	\$ 122,187.25	\$ -	\$ 100,122.94	\$ -	\$ 59,100.01	\$ -	\$ 163,210.18	\$ 57,465,832.72	\$ 57,629,042.90
Parks Bond 2021	\$ 669,169.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 669,169.31	\$ 29,485,174.16	\$ 30,154,343.47
Limited Tax Bond Series 2022 (PB 22)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,005,721.20	\$ 25,005,721.20
Texas Water Development Board Escrow	\$ 215,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,000.00	\$ -	\$ 215,000.00
FM 110 Trans Reinvestment Zone No. 1 Fund	\$ 73,878.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,878.00	\$ 11,822,509.98	\$ 11,896,387.98
La Cima NBHD Improvement Area No. 1	\$ 3,324,235.72	\$ -	\$ -	\$ -	\$ 3,198,798.29	\$ -	\$ 125,437.43	\$ -	\$ 125,437.43
CDBG Disaster Recovery Program Fund	\$ 21.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21.36	\$ -	\$ 21.36
LCRA Service Fee Fund	\$ 27,238.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,238.07	\$ 1,266.47	\$ 28,504.54
ORCA Cedar Oaks Mesa Fund	\$ 24,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,350.00	\$ -	\$ 24,350.00
INTEREST AND SINKING FUNDS									
Hays County Interest & Sinking Fund	\$ 12,757.57	\$ -	\$ 500,000.00	\$ 500,000.00	\$ 799,454.99	\$ -	\$ 213,302.58	\$ 17,418,202.87	\$ 17,631,505.45
GRAND TOTALS	\$ 4,121,323.74	\$ -	\$ 25,337,581.34	\$ 9,700,000.00	\$ 37,578,163.43	\$ -	\$ 1,580,741.65	\$ 311,601,246.69	\$ 313,181,988.34

Hays County Treasurer's Report:

Investments Summary

For The Month of December 2022

All Sage Capital Funds (see Treasurer's Report: Grand Totals
Page 1)

	Bal. 11/30/22	Interest	Deposits	Debits	Bal. 12/31/22
	\$ 4,121,323.74	\$ -	\$ 35,037,581.34	\$ 37,578,163.43	\$ 1,580,741.65
TEXPOOL	Average Monthly Rate	3.9800%	Net Asset Value	\$ 0.99972	
Description	Bal. 11/30/22	Interest	Deposits	Debits	Bal. 12/31/22
General Fund	\$ 28,986,700.35	\$ 95,991.05	\$ 26,678,116.67	\$ 21,573,202.70	\$ 34,187,605.37
Distribution Clearing Account	\$ 367,197.67	\$ 14,254.74	\$ 45,199,271.65	\$ 13,000,000.00	\$ 32,580,724.06
Payroll Clearing Account	\$ 9,831.41	\$ 3,260.88	\$ 9,400,000.00	\$ -	\$ 9,413,092.29
Road and Bridge General Fund	\$ 23,565,470.11	\$ 76,891.07	\$ 1,272,930.81	\$ 11,833,037.37	\$ 13,082,254.62
Medical and Dental Fund	\$ 5,200,790.40	\$ 17,001.69	\$ -	\$ 1,387,794.61	\$ 3,829,997.48
Sheriff's Drug Forfeiture Fund	\$ 151,575.31	\$ 512.34	\$ -	\$ -	\$ 152,087.65
District Attorney Drug Forfeiture Fund	\$ 67,192.33	\$ 227.16	\$ -	\$ -	\$ 67,419.49
Health Services Grants Fund	\$ 3,046,952.61	\$ 9,606.44	\$ -	\$ 2,017,513.16	\$ 1,039,045.89
Juvenile Detention Center Fund	\$ 4,493,511.82	\$ 13,964.35	\$ -	\$ 3,473,495.90	\$ 1,033,980.27
Tobacco Settlement Fund	\$ 177,106.06	\$ 598.67	\$ -	\$ -	\$ 177,704.73
HC Local Provider Participation Fund	\$ 4,306,595.31	\$ 14,556.95	\$ -	\$ -	\$ 4,321,152.26
Energy Efficiency Project Fund	\$ 72,983.27	\$ 246.73	\$ -	\$ -	\$ 73,230.00
Coronavirus Relief Fund	\$ 537,319.55	\$ 1,816.22	\$ -	\$ -	\$ 539,135.77
Emergency Rental Assistance Fund	\$ 103,867.20	\$ 325.01		\$ 56,872.88	\$ 47,319.33
American Recovery Plan Fund	\$ 33,390,246.37	\$ 109,945.80	\$ -	\$ 8,499,871.44	\$ 25,000,320.73
Local Assistance & Tribal Consistency ARPA Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Historical Commission Trust	\$ 134,491.11	\$ 453.25	\$ -	\$ 3,053.59	\$ 131,890.77
Road Construction Bond 2006	\$ 617,196.96	\$ 2,086.21	\$ -	\$ -	\$ 619,283.17
Parks Bond 2011	\$ 618,160.38	\$ 1,999.69	\$ -	\$ 216,947.82	\$ 403,212.25
Priority Road Bond Series 2011	\$ 486,487.09	\$ 1,643.96	\$ -	\$ 950.00	\$ 487,181.05
Pass Thru Road Bond Series 2016	\$ 147,494.65	\$ 2,516.50	\$ 8,267,956.01	\$ 5,077,530.63	\$ 3,340,436.53
Limited Tax Bonds Series 2017	\$ 9,867,194.92	\$ 32,646.65	\$ -	\$ 1,988,233.96	\$ 7,911,607.61
Road Construction Bond 2019	\$ 75,853,623.01	\$ 249,761.14	\$ -	\$ 18,637,551.43	\$ 57,465,832.72
Parks Bond 2021	\$ 29,466,040.37	\$ 162,852.40	\$ 25,000,000.00	\$ 25,143,718.61	\$ 29,485,174.16
Limited Tax Bond Series 2022 (PB 22)	\$ -	\$ 5,721.20	\$ 25,000,000.00	\$ -	\$ 25,005,721.20
FM 110 Trans Reinvestment Zone No 1 Fund	\$ 11,782,682.64	\$ 39,827.34	\$ -	\$ -	\$ 11,822,509.98
LCRA Service Fee Fund	\$ 1,262.27	\$ 4.20	\$ -	\$ -	\$ 1,266.47
Hays County Interest & Sinking Fund	\$ 6,696,601.72	\$ 29,822.09	\$ 9,377,958.01	\$ 500,000.00	\$ 15,604,381.82
All TexPool Funds	\$ 240,148,574.89	\$ 888,533.73	\$ 150,196,233.15	\$ 113,409,774.10	\$ 277,823,567.67

Investments Summary

For The Month of December 2022

CLASS - MBIA**Average Monthly Rate** 4.3170%**Net Asset Value** \$ 0.99995

Description	Bal. 11/30/22	Interest	Deposits	Debits	Bal. 12/31/22
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Through Revenue Bond 2009	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 8.50				\$ 8.50
Pass Through 2011	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2011	\$ 4,648,844.29	\$ 17,074.12	\$ -	\$ -	\$ 4,665,918.41
All Class Funds	\$ 4,648,852.79	\$ 17,074.12	\$ -	\$ -	\$ 4,665,926.91

LOGIC**Average Monthly Rate** 4.3336%**Net Asset Value** \$ 0.99990

Description	Bal. 11/30/22	Interest	Deposits	Debits	Bal. 12/31/22
General Fund	\$ 11,739,215.91	\$ 43,206.90	\$ -	\$ -	\$ 11,782,422.81
Road and Bridge General Fund	\$ 515,291.35	\$ 1,896.57	\$ -	\$ -	\$ 517,187.92
Medical and Dental Fund	\$ 4,582,770.05	\$ 16,867.20	\$ -	\$ -	\$ 4,599,637.25
District Attorney Drug Forfeiture Fund	\$ 65.26	\$ 0.27	\$ -	\$ -	\$ 65.53
Health Services Grants Fund	\$ 38.03	\$ 0.06	\$ -	\$ -	\$ 38.09
Family Health Services Fund	\$ 460.36	\$ 1.70	\$ -	\$ -	\$ 462.06
Historical Commission Trust Fund	\$ 8.86	\$ -	\$ -	\$ -	\$ 8.86
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -
Hays County Interest & Sinking Fund	\$ 1,807,169.63	\$ 6,651.42		\$ -	\$ 1,813,821.05
All Logic Funds	\$ 18,645,019.45	\$ 68,624.12	\$ -	\$ -	\$ 18,713,643.57

Hays County Treasurer's Report:
Investments Summary
For The Month of December 2022

CERTIFICATES OF DEPOSITS

Description	Fund	Yield/ Maturity	Bal. 11/30/22		Transactions		Bal. 12/31/22	
			Par Value	Book Value	Purchases	Maturities	Par Value	Book Value
Broadway Bank	PTRB 16	.0500% 04/01/23	\$ 4,106,410.75	\$ 4,106,410.75	\$ -	\$ -	\$ 1,029.19	\$ 1,029.19
Broadway Bank	General Fund	.0500% 04/01/23	\$ -	\$ -	\$ -	\$ -	\$ 4,105,381.56	\$ 4,105,381.56
Sunflower Bank	General Fund	.1998 % 12/18/22	\$ 2,124,871.38	\$ 2,124,871.38	\$ -	\$ 2,124,871.38	\$ -	\$ -
Sunflower Bank	General Fund	.2000% 12/18/23	\$ -	\$ -	\$ 2,129,123.34	\$ -	\$ 2,129,123.34	\$ 2,129,123.34
Sunflower Bank	PTRB 16	.1500% 02/12/23	\$ 4,162,574.45	\$ 4,162,574.45	\$ -	\$ -	\$ -	\$ -
Sunflower Bank	General Fund	n/a	\$ -	\$ -	\$ -	\$ -	\$ 4,162,574.45	\$ 4,162,574.45
TOTALS			\$ 10,393,856.58	\$ 10,393,856.58	\$ 2,129,123.34	\$ 2,124,871.38	\$ 10,398,108.54	\$ 10,398,108.54
BENCHMARK CURRENT 90 DAY TREASURY BILL YIELDING RATE 4.3000%								

Summarization	11/30/2022	12/31/2022	Difference
Sage Capital Bank	\$ 4,121,323.74	1,580,741.65	\$ (2,540,582.09)
TexPool	\$ 240,148,574.89	277,823,567.67	\$ 37,674,992.78
CLASS - MBIA	\$ 4,648,852.79	4,665,926.91	\$ 17,074.12
LOGIC	\$ 18,645,019.45	18,713,643.57	\$ 68,624.12
Certificate of Deposits	\$ 10,393,856.58	10,398,108.54	\$ 4,251.96
Total Fund Balances	\$ 277,957,627.45	\$ 313,181,988.34	



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item

Approve and execute the Sheriff's Office Equitable Sharing Agreement and Certification in accordance with the statutes and guidelines that govern the Federal Equitable Sharing Program. **INGALSBE/CUTLER**

Summary

FY 2023 Equitable Sharing Agreement and Certification is attached.

Attachments

FY 2023 Equitable Sharing Agreement & Certification



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: TX1050000
Agency Name: Hays County Sheriff's Office
Mailing Address: 810 South Stagecoach Trail
San Marcos, TX 78666

Type: Sheriff's Office

Agency Finance Contact

Name: Faulkner, Yvette

Phone: 512-393-7890

Email: yvette.faulkner@co.hays.tx.us

Jurisdiction Finance Contact

Name: Villarreal-Alonzo, Marisol

Phone: 512-393-2283

Email: marisol.alonzo@co.hays.tx.us

ESAC Preparer

Name: Faulkner, Yvette

Phone: 512-393-7890

Email: yvette.faulkner@co.hays.tx.us

FY End Date: 09/30/2023

Agency FY 2024 Budget: \$66,178,770.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$104,347.11	\$17,411.26
2	Equitable Sharing Funds Received	\$43,143.12	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$2,664.75	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$45,807.87	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$32,278.32	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$117,876.66	\$17,411.26

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$32,278.32	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$32,278.32	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds
Sale Proceeds	\$2,664.75	

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Michael Del Toro**Company:** ABIP, CPA**Phone:** 210-341-2581**Email:** mdeltoro@abipcpa.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☒ NO ☐ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 984667

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Cutler, Gary

Title: Sheriff

Email: gary.cutler@co.hays.tx.us

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Becerra, Ruben

Title: County Judge

Email: judge.becerra@co.hays.tx.us

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize a discretionary exemption per Texas Local Government Code 262.024 (a)(4) for the renewal of Advanced Hosting Services with Collective Data utilized by the Sheriff's Office for inventory purposes. **INGALSBE/CUTLER**

Summary:

In fiscal year 2018, the court authorized an exemption to the purchasing policy for the Sheriff's Office to purchase a web-based fleet and asset management system. Due to the amount of funds spent with Collective Data, pursuant to Texas Local Government Code 262.024 (a)(4) a discretionary exemption is required for the yearly renewal of cloud hosting services. Funding for the renewal services is budgeted in the Sheriff's Office Software Maintenance & Licensing general ledger.

Fiscal Impact:

Amount Requested: \$9,060

Line Item Number: 001-618-00.5429

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Discretionary Exemption per Texas Local Government Code 262.024 (a)(4) a personal or professional service

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

Collective Data



We have prepared a quote for you

Hays County Sheriff's Department Support Renewal Coverage Dates: 10/25/2023 - 10/24/2024

Quote # 000411

Version 1

Prepared for:

Hays County Sheriff's Department

Ruben Becerra
judge.becerra@co.hays.tx.us

Prepared by:
Collective Data

Jamie Harris
jharris@collectivedata.com

Annual Fee's

Product Details	Recurring List Price	Discount Amount	Recurring Price	Qty	Ext. Price
User Licenses: Fleet 6.2 Billed annually per user	\$0.00	\$0.00	\$972.00	5	\$4,860.00
Advanced Hosting Services Collective Data offers cloud hosting services to provide you the simplicity of not having to manage your own server or database. This will provide up to 20 GB. Anything more will be quoted case by case. The software is installed and maintained by Collective Data in our secure, state-of-the-art data center. Pricing is per user per year	\$0.00	\$0.00	\$840.00	5	\$4,200.00
Manual Fuel Import The manual Fuelman fuel import is a valuable add-on that allows you to import your Fuelman transaction data into your Collective Data software. This ensures fuel log records are accurate and eliminates extra data entry. To be billed Annually	\$0.00	\$0.00	\$0.00	1	\$0.00

Annual Subtotal: \$9,060.00

Subtotal: \$9,060.00

Disclaimers

Collective Data SaaS solutions are billed annually in advance. Payment must be received in full for the twelve (12) month initial service period prior to any software being made available including one time set up fees and costs of training and configurations / customizations. Any additional users purchased within the first year will be prorated to the next renewal point.

If you add any new module or licenses after this initial quote - additional charges will apply. Configuration or training services throughout your subscription are one-time charges and will be invoiced at the time of work.

Your annual service contract includes:

Technical support staff available from 8 AM - 6 PM (Central), Monday through Friday (excluding holidays)

Support via: phone, email and Online Support Center

Software hosting and system backups

Free online training webinars

Software maintenance updates/bug fixes as well as general improvements as released

Free core version updates

* By signing this document, the signer is committing to purchase the products / services listed in this quote. The signer acknowledges the authority to sign this document on behalf of the organization listed. Client will be invoiced 100% of year 1 upon quote acceptance and invoiced annually, year 2 and beyond 30 days prior to subscription date.

* Standard Payment Terms: 100% of the total price listed on the quote is invoiced once the quote and the End User License Agreement (EULA) are signed by the client, due Net 30. Services will be scheduled to begin, and hardware will be ordered and shipped after payment is received. A one-and-a half (1½) percent monthly late payment penalty (18% annum) will be charged on all past due balances, effective the last business day of the following month. In the event Collective Data, Inc. retains an attorney to enforce any of the obligations here under of the client, the client indicated on this agreement agrees to reimbursement Collective Data, Inc. for reasonable attorneys fees.

* The contract term begins upon final delivery of the software. This date, going forward, will be the annual subscription date. Invoicing will take place 30 days prior to annual subscription date.

* The pricing listed in this quote is based on the products and services as described. Any additions, alterations, reconfigurations, or changes of any nature made to the products and services quoted herein may require a recalculation of price.

* All training requires advanced payment prior to scheduling the date. Price quoted reflects training fees only. On-site training must be scheduled a minimum of (three) 3 weeks in advance and four (4) weeks for out of the country. Additional fees may apply to travel outside of the continental United States and Canada.

* The information in this document is confidential to the company to whom it is addressed and should not be disclosed to any other person or organization.

Hays County Sheriff's Department Support Renewal Coverage Dates: 10/25/2023 - 10/24/2024

Quote Information:
Quote #: 000411

Version: 1

Delivery Date: 10/30/2023

Expiration Date: 11/23/2023

Prepared for:
Hays County Sheriff's Department

Austin, TX

Ruben Becerra

judge.becerra@co.hays.tx.us

Prepared by:

Collective Data

Jamie Harris

319-297-2117

jharris@collectivedata.com

Quote Summary


Description	Amount
Annual Fee's	\$9,060.00
Total:	\$9,060.00

Annual Recurring Summary

Description	Amount
Annual Fee's	\$9,060.00
Annual Total:	\$9,060.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Collective Data

Signature: 

Name: Jamie Harris

Title: Client Success Coordinator

Date: 10/30/2023

Hays County Sheriff's Department

Signature: _____

Name: Ruben Becerra

Date: _____



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Ratify the purchase of a replacement transformer valued at \$4,807.50 for the Jail and amend the budget accordingly.
INGALSBE/CUTLER

Summary:

The Jail recently made an emergency purchase to replace a failing transformer. CT Electric currently provides electrical services to the Jail under RFP 2023-P04 and recommended an immediate replacement. This agenda item is to ratify the purchase of capital equipment and to amend the budget. Funding of \$4,807.50 is identified in the Jail's Building Maintenance Supply general ledger.

Fiscal Impact:

Amount Requested: \$4,807.50

Line Item Number: 001-618-03.5719_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$4,808 - Increase Misc. Equipment_Operating 001-618-03.5719_400

(\$4,808) - Decrease Building Maintenance Supplies 001-618-03.5207

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Proposal 2023-P04 Countywide Electrical

Auditor's Office

G/L Account Validated Y/N?: Yes, Misc. Equipment Operating Expense

New Revenue Y/N?: N/A

Comments:

Attachments

CT Electric

Johnny Homann
DBA CT. ELECTRIC
PO BOX 1185
LOCKHART, TX 78644

Invoice

Date	Invoice #
10/30/2023	2074

Bill To
Hays County 712 S. Stagecoach Trail Suite 1071 San Marcos, Tx 78666

shipper #2024-211

P.O. No.	Terms	Project
2024-0361		jail

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
Journey...	SOW for Hays County Jail: - the existing transformer is very loud and on the verge of going out	1,760.00			32	55.00	100.00%	100.00%	1,760.00
Materials	- the transformer is going out and needs to be replaced Transformer	3,047.50			1	3,047.50	100.00%	100.00%	3,047.50

2023-P04	Total	\$4,807.50
	Payments/Credits	\$0.00
	Balance Due	\$4,807.50

**Hays County Commissioners Court**

Date: 11/21/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Co-Sponsor:

Commissioner Smith

Agenda ItemApprove Utility Permits. **SHELL/SMITH/BORCHERDING****Summary**

TRN-2023-6980-UTL	SPECTRUM/BTS proposes to install 234 LF of overlash fiber optic cable on existing poles & 183 LF of 1-3 HDPE conduit by way of 70 LF directional bore and 113 LF of open trench 1-2' X 4' SPECTRUM hand hole proposed within the R.O.W. of Darden Hil Rd. 1-10' X 20' staging area proposed on private property to be coordinated with the property owner. No traffic interruption required.
TRN-2023-7094-UTL	FUTURE INFRASTRUCTURE proposes to bore 2731', INSTALL (6)2'X3' HH, (1)17"30" HH, 207' OF (1)-1.25" DUCT, 2524' OF (2)-1.5" duct off Co. Rd. 158.
TRN-2023-7113-UTL	Centric Fiber/Hooks Gas Pipeline proposes to Install 8" HDPE natural gas line with MAOP not to exceed 60 psi with 1.25" fiber conduit utility line in the same trench. Line will run approximately 5,447 feet along Fitzhugh Road at approximately: LAT: 30.249389; LONG: -98.058049 (Fitzhugh Rd/CR 12 intersection). The utility line will run no more than 3 feet off the Fitzhugh Rd right-of-way line. The utility will end at approximately: LAT: 30.246478; LONG: -98.041585. Boring will be done to cross under existing roads and driveways. Where boring is not required, the proposed utility will be placed in an open trench.

Attachments

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: spectrum

Address: 810 W Howard Ln Austin TX

Phone:

Contact Name: christian chase

Engineer / Contractor Information:

Name: BTS

Address: 18930 marbach Ln San Antonio TX 78266

Phone:

Contact Name: Francisco Medina

Hays County Information:

Utility Permit Number: TRN-2023-6980-UTL

Type of Utility Service: FIBER OPTIC

Project Description:

Road Name(s): DARDEN HILL 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 that reads "Roland Chanin".

11/14/2023

Signature

Title

Date

SHEET INDEX:

1. COVER SHEET
2. AERIAL UTILITY PLAN



SPECTRUM 4830217 10222 DARDEN HILL RD AERIAL IMPROVEMENTS

PROJECT INFORMATION:

STREET ADDRESS:
10222 DARDEN HILLS RD
AUSTIN, TEXAS

OWNER:
BRYAN GALPIN
SPECTRUM
810 W HOWARD LN
AUSTIN, TX 78753
BRYAN.GALPIN@CHARTER.COM
512-539-1839

CONTACT:
BRENT GURLEY
LJA ENGINEERING, INC
2700 LA FRONTERA, SUITE 150
ROUND ROCK, TX 78681
BGURLEY@LJA.COM
512-439-4758

SUBMITTAL PREPARED BY:

LJA Engineering, Inc. 

7500 RIALTO BLVD, STE 150
AUSTIN, TEXAS 78735
(512) 439-4700
TBPE FIRM REGISTRATION: F-1386

CONTACT:
STUART COWELL, PE
PHONE:
(512) 439-4717

234 LF OVERLASH FOC



09/09/2023 12:47:27 PM S:\Sectors\Telecom\UNDEVELOPED PROJECTS\CHARTER-SPECTRUM\CENTRAL TEXAS\2023\2605-23-C270 Adriana Alvar - Austin (4830217)\CAD\AERIAL DESIGN\adriana.dwg ddrmons



50 25 0 50 100
HORIZONTAL SCALE : 1" = 100'

LEGEND	
---	EXISTING ROW
---	PROP OVERHEAD
---	PROP OVERLASH
---	PROP ANCHOR
SS	PROP SLACK SPAN
SS	PROP SLACK LOOPS
SS	FIBER OPTIC SPLICE
S	COAXIAL CABLE SPLICE
⊗	EXISTING POLE
⊗	POLE W/ RISER
⊗	FOREIGN POLE
⊗	CONCRETE POLE
⊗	STEEL POLE

NOTES	
1.	POLE LINE MAY BE LOCATED IN POSSIBLE EASEMENT.
2.	EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.



LJA Engineering, Inc. 
FRN - F-1386

SPECTRUM
4830217
10222 DARDEN HILL RD
AERIAL IMPROVEMENTS

DESIGN BY:	DS	SCALE:	
DRAWN BY:	DS	HORIZONTAL:	1"=100'
CHECKED BY:	JB	VERTICAL:	N/A
APPROVED BY:	JB	SHEET:	1 OF 1
PROJECT NO:	2605-23-C270	PAGE:	2
DATE:	9/9/2023		



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 1/23/2023 .

Utility Company Information:

Name: FRONTIER COMMUNICATIONS

Address: TX

Phone:

Contact Name: DARRIN ALBRECHT

Engineer / Contractor Information:

Name: FUTURE INFRASTRUCTURE

Address: 555 S TOWN EAST BLVD Mesquite TX 75149

Phone:

Contact Name: TIM KNOLL

Hays County Information:

Utility Permit Number: TRN-2023-7094-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 that reads "Roland Chanin".

11/14/2023

Signature

Title

Date

FRONTIER COMMUNICATION
CONSTRUCTION SPECIFICATIONS

1. Contact Frontier Engineer CORY RIGGS at (310) 210-9882 sixty (60) days prior to need of service in order to confirm compliance, order materials, and schedule work forces. NOTE; FRONTIER COMMUNICATIONS, INCORPORATED, RESERVES THE RIGHT TO REFUSE ANY CONDUIT, PULL BOXES, MANHOLES, OR UTILITY BOXES THAT DEVIATE FROM PLANS AND SPECIFICATIONS.
2. All conduit riser bends to have a minimum thirty-six (36) inch radius.
3. All horizontal ninety (90) degree bends shall have a minimum radius of 12.5 feet and all vertical ninety (90) degree bends shall have a minimum radius of three feet. No more than two ninety (90) degree horizontal bends shall be placed in any single run unless otherwise specified. Contact the Frontier engineer concerning any required deviations.
4. All conduit must be proven using a mandrel no less than a 1/2" smaller than the conduit placed. Wall to wall measurements must be taken with a measured tape and a 3/8" polypropylene pull rope in each duct. An accurate wall to wall measurement of conduit placed must be As-built on an approved Frontier construction plan. A copy of the As-built conduit work order must be provided to the Frontier inspector assigned to your project.
5. Place weatherproof caps on all terminated conduits.
6. Approved plastic conduit (PVC Sch. 40, TYPE-C or HDPE (2") is to be used in underground construction unless otherwise specified.
7. Conduit terminated on a pole must be PVC Sch. 80. Location of riser on pole will be called out by engineering on the construction plan.
8. Conduit placed in same trench with primary power conduit must be separated by a minimum of twelve (12) inches of well-packed sand or three inches of concrete, and have a minimum of thirty-six (36) inches of cover when placed behind curb face. All street crossings and conduits placed in the driven portion of the roadway must have a minimum of forty-eight (48) inches of cover to top of pipe. CONTACT THE FRONTIER INSPECTOR 48 HOURS BEFORE TRENCHING AND UPON COMPLETION OF YOUR SUBSTRUCTURES TO SCHEDULE THE FINAL INSPECTION.

PERMITTING AGENCY:
HAYS COUNTY

PICK UP POINT:
NEW HH

PATH FOOTAGE:
BORE = 681'

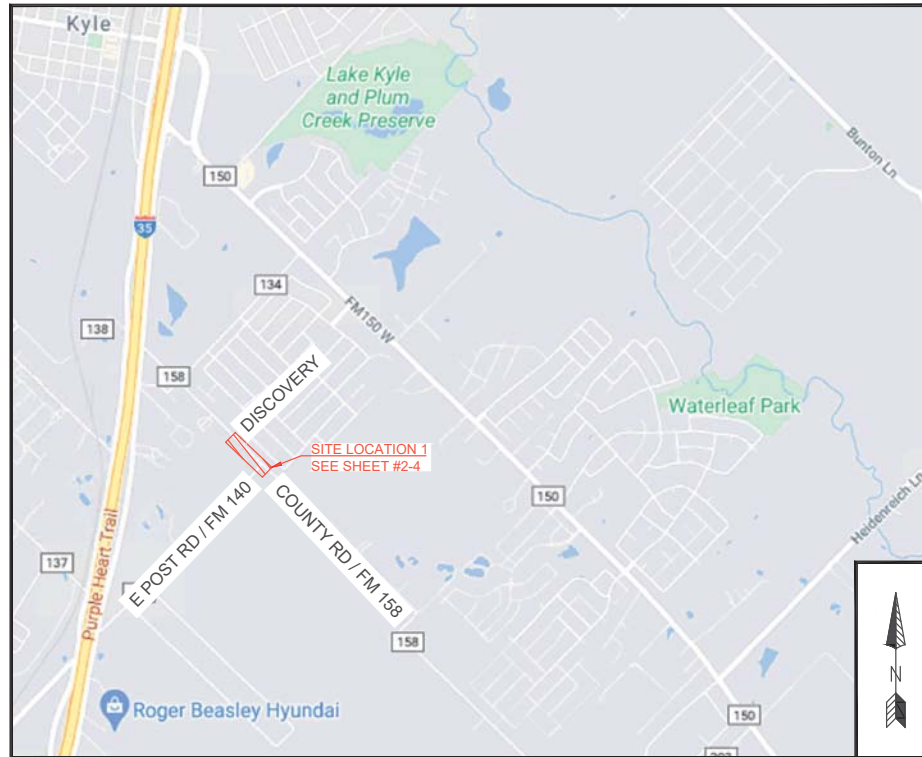
MATERIALS:
(3) NEW 2"x3" HH
681' OF (2)-1.5" DUCTS



Know what's below.
Call before you dig.

CONSTRUCTION PACKAGE

FDH - 310 W CENTER ST
N NANCE ST & FM 150 W
KYLE, TX 78640



VICINITY MAP
NTS

- HDPE AND PVC FOOTAGES DO NOT INCLUDE SWEEPS
- ACTUAL FOOTAGES OF HDPE AND PVC WILL BE NEEDED TO ORDER MATERIALS. PLEASE INCLUDE MEASURED TAPE IN ALL PVCS.
- FRONTIER INSPECTOR SHALL BE PRESENT ON SITE WHEN CONTRACTOR NEEDS TO ACCESS ANY EXISTING FRONTIER FACILITY.

ABBREVIATIONS

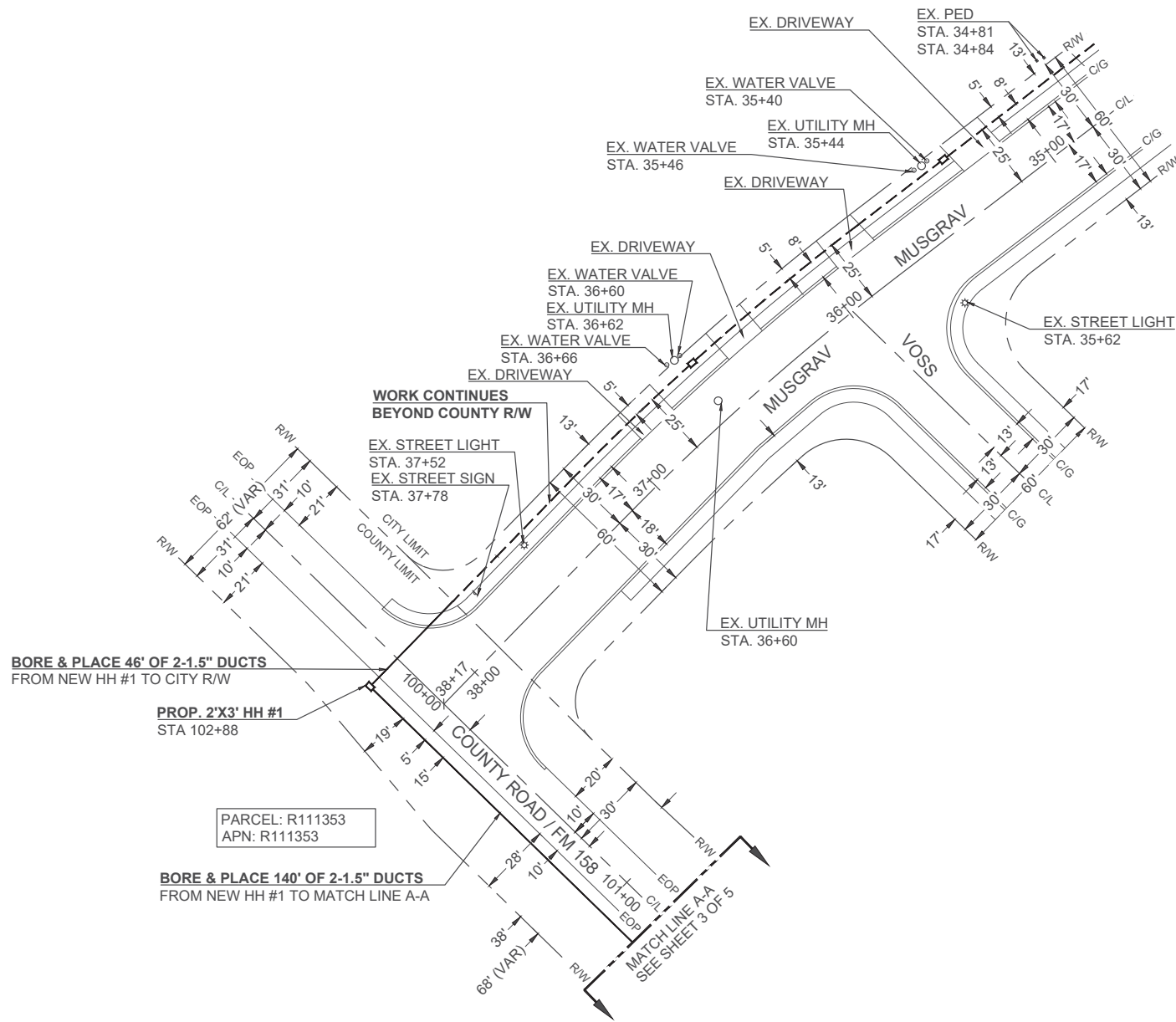
BLDG	BUILDING	PED	PEDESTAL (UTILITY)
C/L	CENTER LINE	PVC	POLYVINYL CHLORIDE
CONC	CONCRETE	P/L	PROPERTY LINE
CSW	CONCRETE SIDEWALK	RR	RAILROAD
DWY	DRIVEWAY	R/W	RIGHT OF WAY
EOC	EDGE OF CURB	SL	STREET LIGHT
EOP	EDGE OF PAVEMENT	W-BLDG	WALL TO BUILDING
ETW	ETW LINE	W-P	WALL TO POLE
HH	HANDHOLE	W-W	WALL TO WALL
MH	MANHOLE	P.U.E.	PUBLIC UTILITY EASEMENT
NTS	NOT TO SCALE	C/G	CURB AND GUTTER

LEGEND

	New Trench
	New Bore
	Existing Gas
	Existing Water
	Existing Telephone
	Existing Sewer
	Existing Storm Drain
	Existing Electric
	Existing Manhole
	Existing Handhole (2'x3' or 17"x30")
	DSLAM
	X-CONNECT
	POWER PEDESTAL
	TELCO PEDESTAL
	3' X 5' PULL BOX
	POLE



JOB ID: 5285582	DATE: 11/01/2021
TITLE: FDH - 310 W CENTER ST	
STREET ADDRESS: 310 W CENTER ST	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET#: 1 OF 5



Know what's below.
Call before you dig.

SCALE: 1"=40'



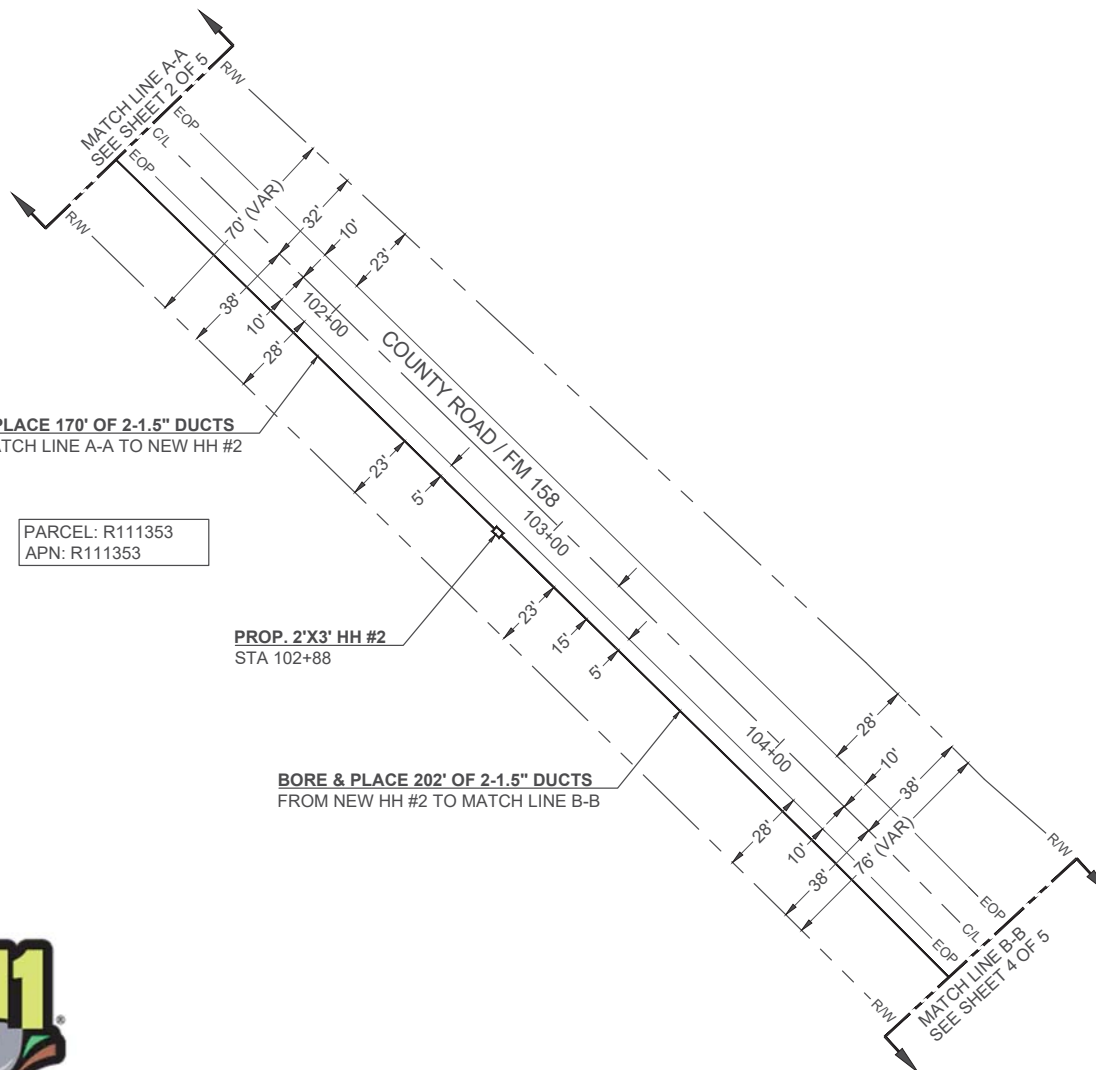
Frontier
COMMUNICATIONS

JOB ID: 5285582 DATE: 11/01/2021
TITLE: FDH - 310 W CENTER ST
STREET ADDRESS: 310 W CENTER ST
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
FTR ENGINEER: CORY RIGGS (310) 210-9882
FTR INSPECTOR: JAMES WEST (972) 578-3224

CHC CONSULTING
ENGINEERED BY:
CHC CONSULTING, LLC
9095 RIO SAN DIEGO DR, STE 400
SAN DIEGO, CA 92108

DRAWN BY:
CHC CONSULTING
EST. #:

SHEET#:
2 OF 5



BORE & PLACE 170' OF 2-1.5" DUCTS
FROM MATCH LINE A-A TO NEW HH #2

PARCEL: R111353
APN: R111353

PROP. 2'X3' HH #2
STA 102+88


BORE & PLACE 202' OF 2-1.5" DUCTS
FROM NEW HH #2 TO MATCH LINE B-B

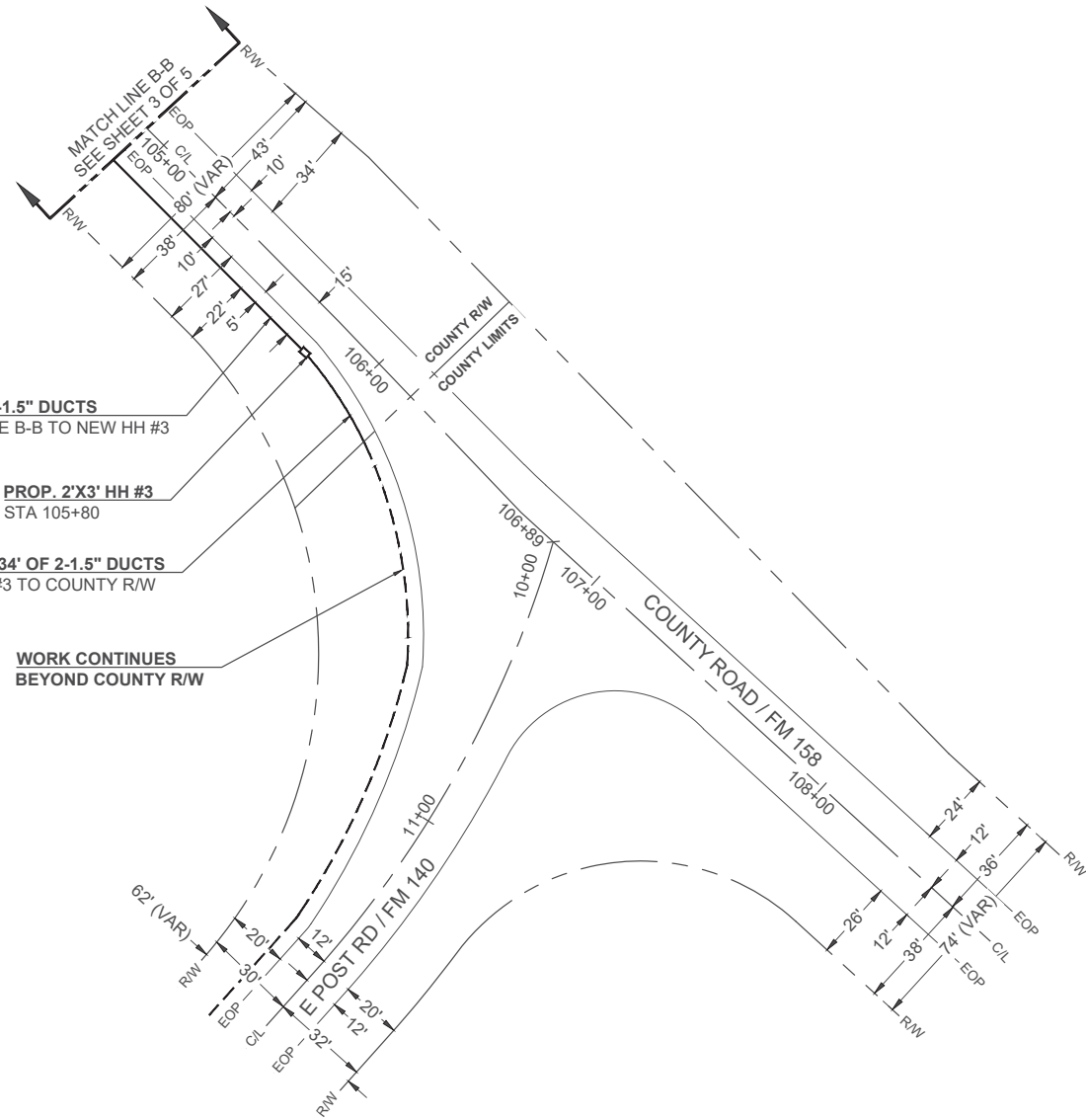


SCALE: 1"=40'



Know what's below.
Call before you dig.

Frontier COMMUNICATIONS	
JOB ID: 5285582	DATE: 11/01/2021
TITLE: FDH - 310 W CENTER ST	
STREET ADDRESS: 310 W CENTER ST	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
 CHC CONSULTING <small>ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108</small>	DRAWN BY: CHC CONSULTING EST. #: SHEET#: 3 OF 5



BORE & PLACE 89' OF 2-1.5" DUCTS
FROM FROM MATCH LINE B-B TO NEW HH #3

PARCEL: R111353
APN: R111353

PROP. 2'X3' HH #3
STA 105+80

BORE & PLACE 34' OF 2-1.5" DUCTS
FROM NEW HH #3 TO COUNTY R/W


WORK CONTINUES
BEYOND COUNTY R/W



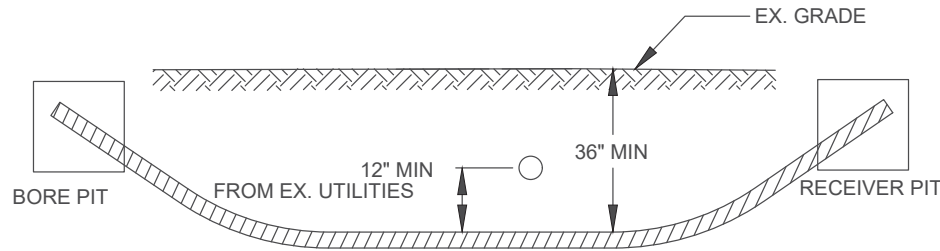
Know what's below.
Call before you dig.



SCALE: 1"=40'

Frontier COMMUNICATIONS	
JOB ID: 5285582	DATE: 11/01/2021
TITLE: FDH - 310 W CENTER ST	
STREET ADDRESS: 310 W CENTER ST	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
Prepared by:  CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET#:
	4 OF 5

MINIMUM STANDARDS FOR DIRECTIONAL BORING

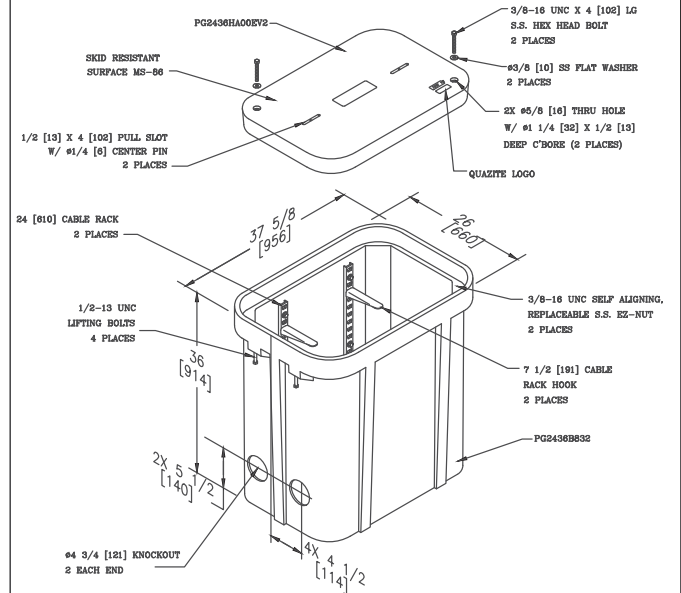


- PLACE END MARKER WITH UTILITY OWNER'S NAME DESCRIBING CONDUIT
- BORE PIT TO BE BACKFILLED AND COMPACTED IN 12" LIFTS WITH MATERIAL REMOVED
- FLOW OF DITCH MUST BE MAINTAINED AT ALL TIMES
- PROTECT ROOTS AT ALL TREE LOCATIONS, SHIFT BORE TRENCH IF NECESSARY

TYPICAL BORE DETAIL

SCALE
N.T.S.

1



2' X 3' HAND HOLE

SCALE
N.T.S.

2

Frontier
COMMUNICATIONS

JOB ID: 5285582	DATE: 11/01/2021
TITLE: FDH - 310 W CENTER ST	
STREET ADDRESS: 310 W CENTER ST	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
<p>CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108</p>	<p>DRAWN BY: CHC CONSULTING</p>
EST. #:	SHEET#:
	5 OF 5



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 12/12/2023 .

Utility Company Information:

Name: Centric Fiber/Hooks Gas Pipeline

Address: PO Box 133127 Spring TX

Phone: 5049094983

Contact Name: Colin Burgess

Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

Hays County Information:

Utility Permit Number: TRN-2023-7113-UTL

Type of Utility Service: 8" natural gas and 1.25" fiber conduit

Project Description:

Road Name(s): Fitzhugh 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 that reads "Roland Chanin".

11/16/2023

Signature

Title

Date

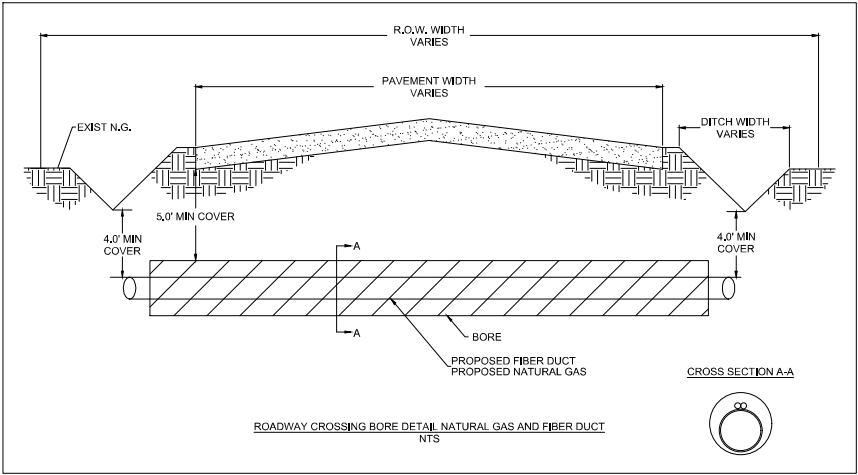
ORIGINAL PLOT SIZE: 22 X 34
Layout: GENERAL NOTES & DETAILS
P:\ACTIVE Projects\Double L Development (AUS)\03 Offsite\FITZHUGH RD\DOUBLE L RANCH OFFSITE - FITZHUGH RD.dwg
Plotted: 11/6/2023 2:22:45 PM

UTILITY INSTALLATION NOTES:

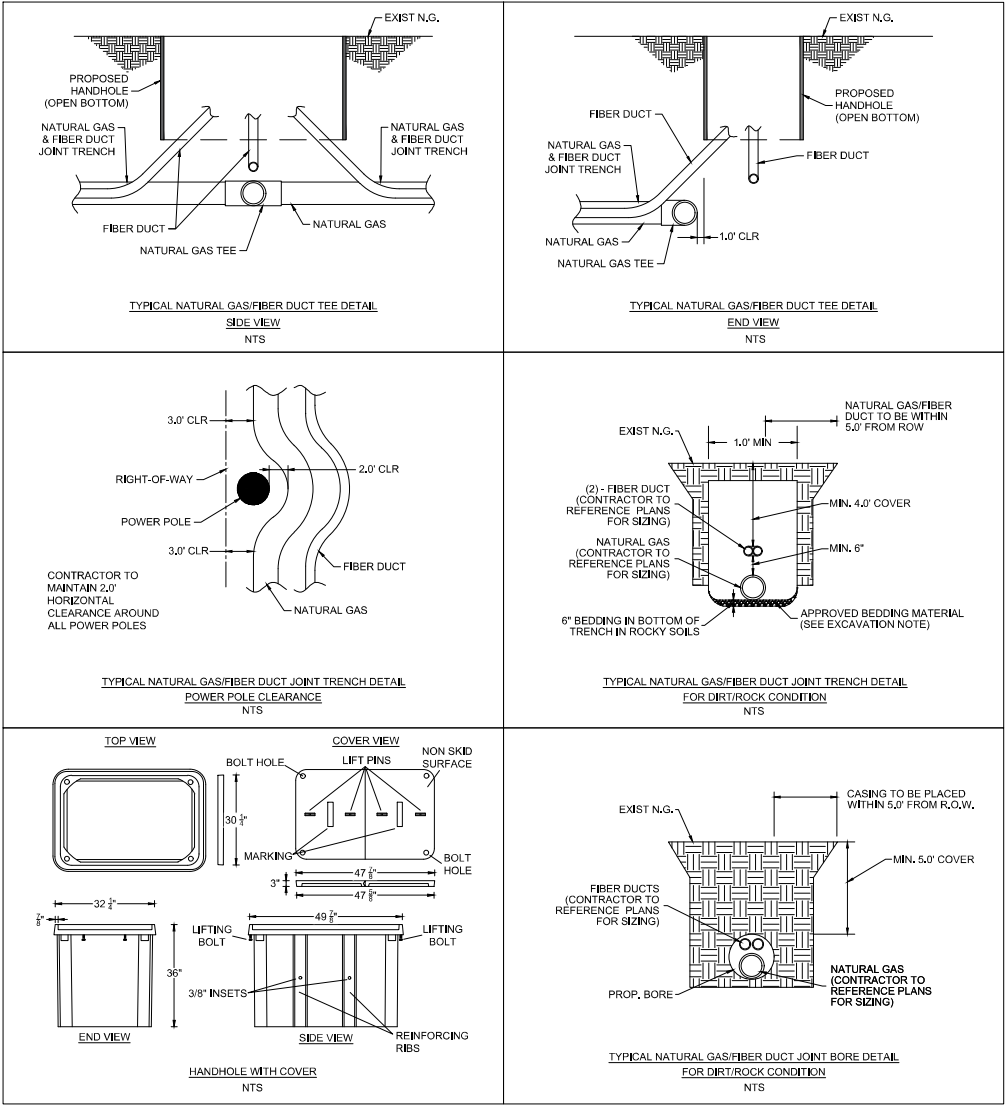
- TOTAL DISTANCE = 5,447 L.F.
- MAOP = 80 PSI
- ALL UTILITY WORK WITHIN THE HAYS COUNTY RIGHT OF WAY SHALL BE CONSTRUCTED PER SPECIFICATIONS AND REQUIREMENTS OF HAYS COUNTY.
- ALL UTILITY SYMBOLS SHOWN REPRESENT APPROXIMATE LOCATIONS UNLESS OTHERWISE NOTED, CONTRACTOR SHALL REFER TO THE APPROPRIATE AGENCY'S STANDARD SPECIFICATIONS AND INSTALLATION DETAILS FOR ACTUAL LOCATIONS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- GAS MAINS/SERVICES SHALL HAVE A MINIMUM 2-FOOT VERTICAL CLEARANCE FROM ANY OTHER UTILITY AT ALL CROSSINGS.
- ALL GAS DISTRIBUTION MAINS SHALL BE INSTALLED PER THE STANDARDS AND SPECIFICATIONS OF THE UTILITY PROVIDER.
- GAS MAINS SHALL BE CAPPED AT ALL DEAD END LOCATIONS WITH END CAPS PER UTILITY PROVIDER STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSTALL ALL TEES, BENDS, AND OTHER FITTINGS USING BUTTFUSION OR ELECTROFUSION PER THE INTENT OF THE PLANS.
- ELEVATION AND PARCEL DATA SHOWN ARE DOWNLOADED FROM AVAILABLE GIS DATA AT THE TIME FROM HAYS COUNTY RECORDS, AND MAY NOT REPRESENT ACTUAL CONDITIONS, CONTRACTOR SHALL NOTIFY ENGINEER AND OWNER WITH ANY DISCREPANCIES.
- CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM LAND OWNERS TO OPEN CUT DRIVEWAYS AND SHALL MAINTAIN ACCESS ACROSS THE DRIVEWAYS THROUGHOUT CONSTRUCTION.
- BORE PIT SHALL BE APPROXIMATELY 8'X16'X16' IN DEPTH, CONTRACTOR MAY VARY THE SIZE AND DEPTH AS NECESSARY FOR CONSTRUCTION, SPOILS FROM THE PIT SHALL REMAIN ADJACENT TO THE PIT IT WAS EXCAVATED FROM AND PLACED IN SUCH A MANNER THAT DOES NOT IMPACT THE ROADWAY OR ADJACENT PRIVATE LAND.
- CONTRACTOR SHALL ADHERE TO TEXAS ADMINISTRATIVE CODE FOR UNDERGROUND UTILITIES, INCLUDING BUT NOT LIMITED TO OBJECT MARKERS.
- CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDER FOR OBJECT MARKERS TYPE AND MATERIALS TO BE INSTALLED AT POINTS OF ENTRY TO THE RIGHT OF WAY, AT EVERY CROSSING, AND EVERY 500 L.F. ALONG THE PIPELINE ALIGNMENT PER TAC 21.40.
- CONTRACTOR SHALL ADHERE TO STANDARDS AND SPECIFICATIONS FOR THE INSTALLATION OF THE GAS MAIN WITH THE RAILROAD COMMISSION, TEXAS ADMINISTRATIVE CODE, AND THE UTILITY PROVIDER.
- THE UTILITY PROVIDER WILL PLACE CONSTRUCTION STAKING SHOWING THE CONTRACTOR THE LOCATION OF THE EXISTING RIGHT-OF-WAY.
- CONTRACTOR SHALL CONTACT TEXAS-811 A MINIMUM OF TWO BUSINESS DAYS PRIOR TO BEGINNING WORK, CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL EXISTING UTILITIES.
- WHEN BORING UNDER EXISTING DRIVEWAYS OR ROADS, CONTRACTOR TO BORE GAS AND FIBER UTILITIES SEPARATELY TO ENSURE 12" SEPARATION.
- HANDHOLE TO BE INSTALLED APPROXIMATELY EVERY 1,000 FEET.
- OPEN TRENCHES WITHIN 10' OF THE TRAVEL LANE REQUIRE RATED BARRIERS.
- NO OPEN TRENCHES ALLOWED DURING NON-WORKING HOURS.
- CONTRACTOR IS RESPONSIBLE FOR THE DESIGN OF THE PROPOSED HORIZONTAL DIRECTIONAL DRILLING (HDD) CONSTRUCTION METHOD SHOWN IN THE DRAWING, THE PROFILE VIEW OF THE PROPOSED HDD IS INTENDED ONLY TO SHOW AN EXAMPLE BORE PATH FOR PERMITTING PURPOSES.

EXCAVATION NOTE:

ALL EXCAVATIONS SHALL BE OPEN CUT, WITH BANKS KEPT AS NEARLY VERTICAL AS POSSIBLE, THE TRENCH FLOOR SHALL PROVIDE A UNIFORM BEARING FOR EACH FULL LENGTH OF PIPE SECTION, PERFORM ALL EXCAVATIONS OF WHATEVER SUBSTANCE ENCOUNTERED TO THE DEPTHS SHOWN OR INDICATED ON THE DRAWINGS. PIPE SHALL BE BEDDED WITH A MINIMUM OF 6" OF APPROVED MATERIAL ABOVE AND BELOW PIPE. CONTRACTORS ARE RESPONSIBLE FOR ALL SAFETY REQUIREMENTS (OSHA AND ANY OTHER AGENCIES THAT APPLY) ASSOCIATED WITH TRENCH CONSTRUCTION AND SHALL BE REQUIRED TO HAVE A TRENCH SAFETY PLAN PREPARED BY AN APPROVED PROFESSIONAL.



LEGEND	
	G/F/O
	PROPOSED 4" STEEL PIPELINE & (2) 1.25" FIBER DUCT - 5,447 L.F.
	RIGHT-OF-WAY / PROPERTY LINE
	PROPOSED BORE
	HANDHOLE
	EXISTING HANDHOLE



DATE	DESCRIPTION	REV	DESIGNED BY	REVIEWED BY	DRAWN BY
			JCM	RB	JCM

HOOKS GAS PIPELINE CENTRIC FIBER

DOUBLE L RANCH OFFSITE - FITZHUGH RD

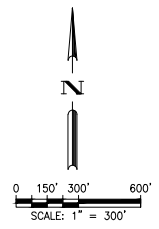
GENERAL NOTES & DETAILS

THIS SET OF PLAN WAS PREPARED UNDER THE DIRECTION OF RICHARD W. BARD JR. P.E., SEAL No.116819 ON November 6, 2023. THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW ONLY.

DATE: November 6, 2023

SHEET 2 OF 6

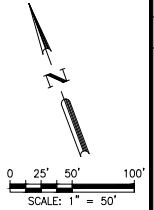
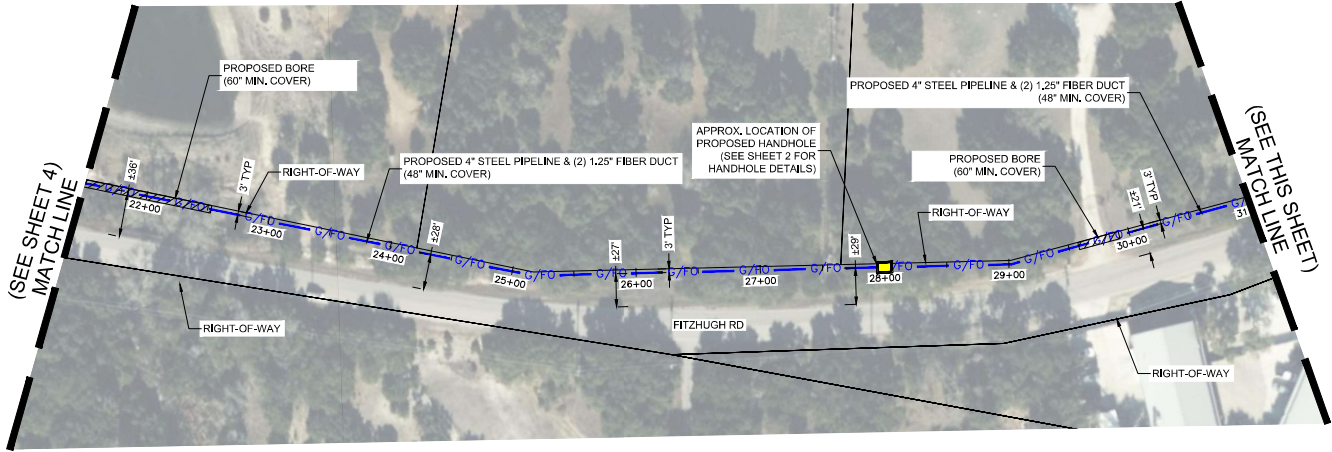
P:\ACTIVE Projects\Double L Development (AUS)\03 Offsite\FITZHUGH RD\DOUBLE L RANCH OFFSITE - FITZHUGH RD.dwg Layout: OVERALL MAP Plotset: 11/6/2023 2:22:46 PM ORIGINAL PLOT SIZE: 22 X 34



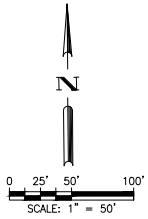
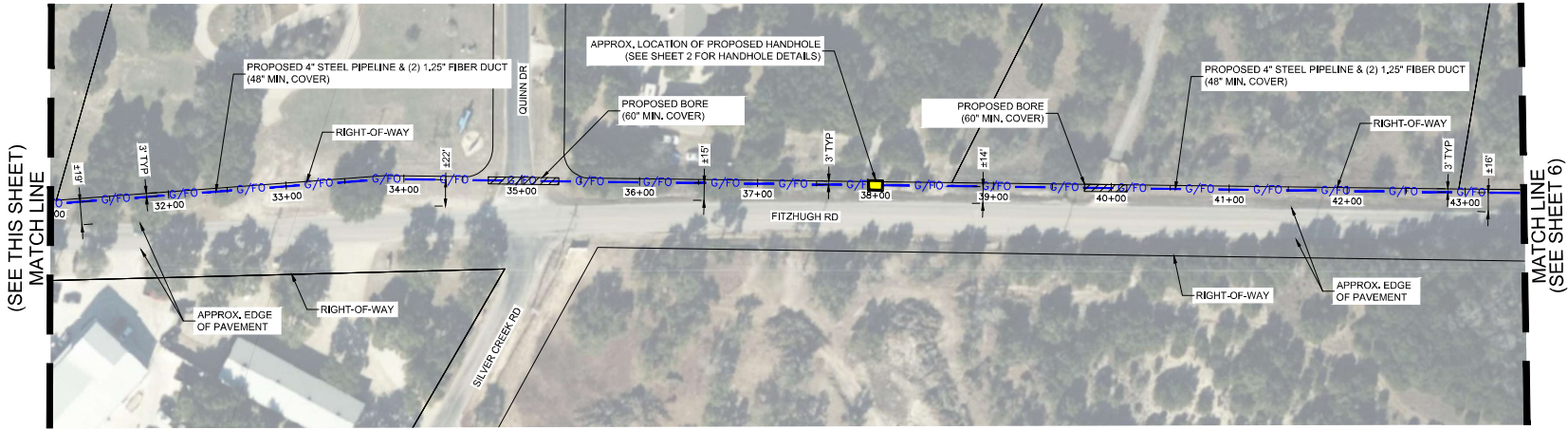
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SHEET 4 OF 6

P:\ACTIVE Projects\Double L Development (AUS)\03 Offsite\FITZHUGH RD\DOUBLE L RANCH OFFSITE - FITZHUGH RD.dwg Layout: STA - 21+50 - 43+50 Plotted: 11/16/2023 2:22:48 PM ORIGINAL PLOT SIZE: 22 X 34



PLAN VIEW - STA:21+50 TO 31+00
SCALE: 1" = 50'

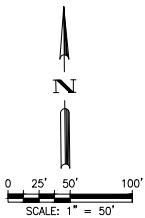
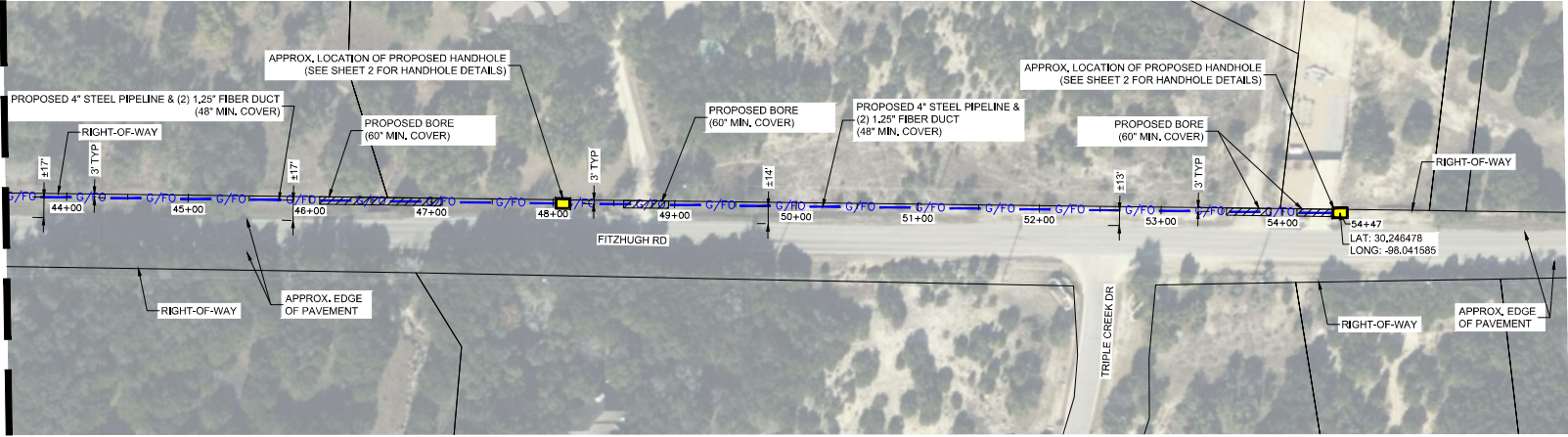


PLAN VIEW - STA:31+00 TO 43+50
SCALE: 1" = 50'

HOOKS GAS PIPELINE CENTRIC FIBER	
DESIGNED BY: JCM	REVIEWED BY: RB
DRAWN BY: JCM	DATE: APR
DOUBLE L RANCH OFFSITE - FITZHUGH RD	
STA - 21+50 - 43+50	
THIS SET OF PLAN WAS PREPARED UNDER THE DIRECTION OF RICHARD W. BARD JR. P.E., SEAL No. 116819 ON November 6, 2023. THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW ONLY.	
SHEET 5 OF 6	

P:\ACTIVE Projects\Double L Development (AUS)\03 Offsite\FITZHUGH RD\DOUBLE L RANCH OFFSITE - FITZHUGH RD.dwg Layout: STA - 43+50 - 54+47 Plotted: 11/16/2023 2:22:50 PM ORIGINAL PLOT SIZE: 22 X 34

(SEE SHEET 5)
MATCH LINE



PLAN VIEW - STA:43+50 TO 54+47

SCALE: 1" = 50'

DOUBLE L RANCH OFFSITE - FITZHUGH RD

STA - 43+50 - 54+47

THIS SET OF PLAN WAS
PREPARED UNDER THE
DIRECTION OF
RICHARD W. BARD JR.
P.E., SEAL No.116819
ON November 6, 2023 .
THIS DOCUMENT IS
RELEASED FOR
INTERIM REVIEW ONLY

DATE: November 6, 2023

SHEET 6 OF 6

REV	DESCRIPTION	DATE	APP

DESIGNED BY: JCM
REVIEWED BY: RB
DRAWN BY: JCM





Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Stephanie Hunt

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Approve extension of the Public Improvement District (PID) Bond Underwriting Services pool related to RFQ 2019-P04 Bond Underwriting Services for six (6) months, November 30, 2023 - May 31, 2024. **INGALSBE/HUNT**

Summary:

On May 14, 2019, Commissioners Court approved the Pre-Qualified List of Public Improvement District (PID) Bond Underwriting Services pool related to RFQ 2019-P04 Bond Underwriting Services. The Purchasing Department recommends extending the current pool for six months to allow the committee to finalize the review of proposals received under the new RFQ 2023-Q01 PID Bond Underwriting Services. The extension will expire upon award of a new Pre-Qualified List of firms pursuant to the new solicitation or on May 31, 2024, whichever comes first.

Fiscal Impact:

Amount Requested:

Line Item Number:

Budget Office:

Source of Funds:

Budget Amendment Required Y/N?:

Comments:

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: RFQ 2019-P04 Bond underwriting Services

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Tammy Crumley

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to execute a contract Amendment between Hays County and Blair Wildlife Consulting, LLC. related to the Professional Services Agreement for environmental support services for the Regional Habitat Conservation Plan. **SHELL/T.CRUMLEY**

Summary:

On October 11, 2022, the Commissioners Court approved a Professional Services Agreement (PSA) for Environmental Support Services with Blair Wildlife Consulting, LLC. This agreement expired on October 10, 2023, and this PSA amendment renews the current agreement effective October 11, 2023, for one additional year.

Fiscal Impact:

Amount Requested: Hrly rate per original terms and conditions, NTE \$48,560
Line Item Number: 151-756-00.5448

Budget Office:

Source of Funds: Habitat Conservation Plan Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: 10.11.22 Commissioner Court approved a Discretionary Exemption, Texas Local Government Code 262.024(a) (4) a personal or professional service

Auditor's Office

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

Attachments

Contract Amendment

First Amendment to the Agreement for Professional Services between Hays County, Texas and Blair Wildlife Consulting, LLC. (Annual Field Maintenance)

1. This First Amendment to the Professional Services Agreement (the "First Amendment"), attached as ***Exhibit "A"*** and executed October 11th, 2022, is made this 21st day of November 2023, by and between **Hays County, Texas ("Client")** and **Blair Wildlife Consulting, LLC. ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Duration:

- Add the following:
 - a. This AGREEMENT is extended for an additional year beginning on October 11, 2023, and will terminate on October 10, 2024.

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

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

Blair Wildlife Consulting, LLC.

By: Jennifer Blair

Printed Name: JENNIFER BLAIR, CWB

Title: OWNER, PRINCIPAL BIOLOGIST

Dated: NOVEMBER 16, 2023

ATTEST: _____

Elaine Cardenas
Hays County Clerk



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item:

Authorize payment to Fire Technical Services, LLC. In the amount of \$5,280.00 for the Office of Emergency Services related to permit and inspection management software, in which no purchase order was issued as required per the Hays County Purchasing Policy and amend the budget accordingly. **BECERRA/MIKE JONES**

Summary:

The Office of Emergency Services renewed services without first obtaining a purchase order as required per policy.

Fiscal Impact:

Amount Requested: \$5,280

Line Item Number: 064-665-00.5429

Budget Office:

Source of Funds: Fire Marshal Fee Code Fund

Budget Amendment Required Y/N?: Yes

Comments: Funding for software license increase is needed.

\$480 - Increase Software Maintenance & License 064-665-00.5429

(\$288) - Decrease Continuing Education 064-665-00.5551

(\$192) - Decrease Staff Salaries 064-665-00.5021

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No

Comments: No PO obtained prior to purchase

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

Fire Safety Technical



7308 Kapok Ln
Austin, TX 78759
512-410-0001

www.fireinspection360.com

Federal EIN: 45-3173159

INVOICE

Invoice # 1580

Date: 10/2/2023

To: Office of Emergency Services
Hays County
810 S Stagecoach Trail, Ste 1200
San Marcos, TX 78666
Via email to Mark Wobus (mark.wobus@co.hays.tx.us)

Date	Description	Amount Due
10/2/2023	FireInspection360 (www.hayscountypermits.com) permit and inspection management software. Covers subscription period of 10/1/2023 – 9/30/2024	\$5,280.00

Total Amount Due **\$5,280.00**

Thank you for your business. Please send payment within 21 days of receiving this invoice.
Make checks payable to:

Fire Safety Technical Services LLC
7308 Kapok Ln
Austin, TX 78759

Thank you,

Brent Meisenheimer
brent@fireinspection360.com



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Constable John Ellen

Sponsor:

Commissioner Cohen

Agenda Item:

Authorize additional funding for the Constable Pct. 5 Office LCRA Hand-held Radios as approved in the FY24 budget and amend the budget accordingly. **COHEN/ELLEN**

Summary:

The Constable's Office was approved two hand-held radios in the FY24 budget process, which requires additional funding due to a manufacturer increase. Funding has been identified in their operating budgets.

Fiscal Impact:

Amount Requested: \$419.00

Line Item Number: 001-639-00.5715_400 (\$229)

011-763-99-194.5715_400 (\$190)

Budget Office:

Source of Funds: General Fund & American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$229 - Increase GEN Communication Equipment_Operating 001-639-00.5715_400

(\$229) - Decrease GEN Uniforms 001-639-00.5474

\$190 - Increase ARPA Communication Equipment_Operating 011-763-99-194.5715_400

(\$190) - Decrease ARPA Law Enforcement Equipment_Operating 011-763-99-194.5717_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Interlocal Agreement with Lower Colorado River Authority

Auditor's Office

G/L Account Validated Y/N?: Yes, Communication Equipment Operating Expense

New Revenue Y/N?: N/A

Comments:

Attachments

LCRA Quote



Proposal

Telecommunications Work Sheet

6641 E. Ben White Blvd., Austin TX 78744
 24 Hour Phone 1-877-527-2862 & Fax 1-512-356-6445
 Radio Shop Phone 1-512-730-6457 & Fax 1-512-482-6299
 Telecommunications

Customer: HAYS COUNTY CONSTABLE 5 **Work Order #:** 000000006407279
Address: 712 S Stagecoach Trl, Ste 1071 ***Date:** 11/1/23
 San Marcos, Texas 78666 *Pricing is valid for 30 days from the date of this Proposal.*

Statement of Work: Hays County Constable 5-Qty. 2 XL-185P P25 Handhelds

Purchase Order #: PO:

Comments: Qty. 2 XL-185P 700/800 Handheld Radios-special pricing

Material

TASK ID	Item	Description	Qty	Unit Cost	Line Cost
91090	1608007708	BATTERY, XL200P 5100mAh GTS # HXL200P-LI(H)	2	\$114.44	\$228.88
91090		L3Harris XL-185P 700/800 MHz P25 Handheld, System-Full Keypad, Black, P25 Trunking, Phase II TDMA, OTAP, 256 AES/64 DES Enc./Enc. Lite, 1/4 Wave Antenna, 3100 mAh Battery, Desk Chrgr, Belt Clip, Storm Mic, Holster w/Belt Loop & Swivel	2	\$4,215.91	\$8,431.82
Material Sub Total:					\$8,660.71

Labor Total: \$0.00

Material Total: \$8,660.71

Job Total: \$8,660.71

This is not an invoice - Do not pay

If Proposal is accepted, work and equipment provided shall be subject to the Interlocal Cooperation Agreement for Mobile Radio Services and Equipment, or other applicable master agreement, between LCRA and Customer.



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item

Authorize the execution of a resolution and the submission of a grant application to the Texas Indigent Defense Commission, FY24 Formula Grant program. **SHELL/T.CRUMLEY**

Summary

This formula grant is available to Hays County to assist with the costs of the Fair Defense Act (FDA) and improve the indigent defense system. Hays County applies for these funds yearly and has received this grant each year since 2017. These funds can be used for investigator expenses, attorney fees, and expert witness expenses incurred by the County on criminal indigent cases. The grant application is submitted through an on-line web portal along-side the resolution for verification authorization. The funding period begins October 1, 2023 through September 30, 2024. The funding amount is determined by TIDC after the grant is submitted.

Attachments

Resolution

2024 Hays County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hays County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hays County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 21 day of November, 2023.

Ruben Becerra, County Judge

Attest:

County Clerk



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the Court to execute a Professional Service Agreement between Hays County and Doucet & Associates, Inc. to provide engineering services on the RM 12 from Golds Road to RM 150 project in Precinct 3. **SHELL/BORCHARDING**

Summary:

The RM 12 from Golds Road to RM 150 project will be moving forward with project development services. Doucet & Associates, Inc. (D&A) was selected for the RM 12 project through RFQ 2021-Q01 on August 8, 2023. The Professional Services Agreement includes a compensation cap of \$462,229.00 to complete route and design studies as described in more detail in Work Authorization No. 1.

Fiscal Impact:

Amount Requested: \$462,229.00

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

Auditor's Office:

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

New Revenue Y/N?: N/A

Comments:

Attachments

RM12(GoldRd-RM150)-DA-Contract
PurchasingProjectDocuments

HAYS COUNTY

CONTRACT FOR ENGINEERING SERVICES

FIRM: Doucet & Associates, Inc. (“Engineer”)
ADDRESS: 7401 Hwy 71 West, Suite 160, Austin, Texas 78735
PROJECT: RM 12 (Golds Rd to RM 150) (“Project”)

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Hays County Design Criteria & Project Development Manual, latest edition
- I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Hays County Protocol for Sustainable Roadsides, latest edition
- K. TxDOT Bridge Design Manual - LRFD, latest edition
- L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. _____”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Four Hundred Sixty-Two Thousand Two Hundred Twenty-Nine Dollars (\$462,229.00)** (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:

Doucet & Associates, Inc.
Attn: John D. Doucet, P.E., LEED AP
7401B Highway 71 West, Suite 160
Austin, Texas 78735

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14

CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20

TERMINATION

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24

ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Hays County 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: Doucet & Associates, Inc.
Attn: John D. Doucet, P.E. LEED AP
7401B Highway 71 West, Suite 160
Austin, Texas 78735

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

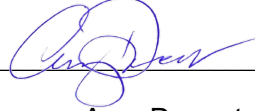
By: _____
Ruben Becerra, County Judge

Date: _____, 20____


11/13/2023

ENGINEER

Doucet & Associates, Inc.

By  _____

Printed Name: Amy Doucet

Title: Director of Administration

Date: October 26, 2023

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.

Doucet & Associates, Inc.

Name of Firm



Signature of Certifying Official

Amy Doucet

Printed Name of Certifying Official

Director of Administration

Title of Certifying Official

October 27, 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 Amy Doucet
the Director of Administration of Doucet & Associates, Inc., on behalf of said firm.



Meranda S. Perkins

Notary Public in and for the
State of Texas

My commission expires: 08/06/2024

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop RM 12 (Golds Rd to RM 150) Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 4 – SURVEYING

TASK 5 – DRAINAGE STUDY

TASK 6 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 7 – GEOTECHNICAL SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____

PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization 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.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

ENGINEER:

COUNTY:

[Insert Company Name HERE]

Hays County, Texas

By: _____

By: _____

Signature

Signature

Printed Name

Printed Name

Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

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

DATE(MM/DD/YYYY)
10/06/2023

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 Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Doucet & Associates, Inc. 7401B Highway 71 West, #160 Austin TX 78735 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Lloyd's Syndicate No. 1967</td><td>AA1120103</td></tr><tr><td>INSURER B: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER C: American Guarantee & Liability Ins Co</td><td>26247</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyd's Syndicate No. 1967	AA1120103	INSURER B: Zurich American Ins Co	16535	INSURER C: American Guarantee & Liability Ins Co	26247	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: American Guarantee & Liability Ins Co	26247														
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570102133954**REVISION NUMBER:**

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO612459402	10/17/2023	04/01/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$15,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000
EACH OCCURRENCE	\$1,000,000																		
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000																		
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GENERAL AGGREGATE	\$2,000,000																		
PRODUCTS - COMP/OP AGG	\$2,000,000																		
B	AUTOMOBILE LIABILITY <input checked="" 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			BAP 6124595-02	10/17/2023	04/01/2024	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			SXS612459702	10/17/2023	04/01/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$1,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	AGGREGATE	\$1,000,000								
EACH OCCURRENCE	\$1,000,000																		
AGGREGATE	\$1,000,000																		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table><tr><td><input type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTHER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td></td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td></td></tr></table>	<input type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER	E.L. EACH ACCIDENT		E.L. DISEASE-EA EMPLOYEE		E.L. DISEASE-POLICY LIMIT					
<input type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																		
E.L. EACH ACCIDENT																			
E.L. DISEASE-EA EMPLOYEE																			
E.L. DISEASE-POLICY LIMIT																			
A	Environmental Contractor Poll/Prof [E&O]			PSDEF2300647 Claims-Made Policy SIR applies per policy terms & conditions	06/01/2023	04/01/2024	<table><tr><td>Each Claim</td><td>\$2,000,000</td></tr><tr><td>Aggregate</td><td>\$2,000,000</td></tr></table>	Each Claim	\$2,000,000	Aggregate	\$2,000,000								
Each Claim	\$2,000,000																		
Aggregate	\$2,000,000																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

<p>Doucet and Associates Inc. 7401 B Hwy. 71 West, Suite 160 Austin TX 78735 USA</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Aon Risk Insurance Services West, Inc.</i></p>
--	---

Certificate No : 570102133954



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1180481

DATE (MM/DD/YYYY)

10/01/2023

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, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: PHONE (A/C, No. Ext): 888-828-8365 FAX (A/C, No): E-MAIL ADDRESS: INSPECITYCERTS@LOCKTONAFFINITY.COM
INSURED DOUCET & ASSOCIATES, INC. 7401 W US HIGHWAY 71 STE B160 AUSTIN, TX 78735-8264	INSURER(S) AFFORDING COVERAGE INSURER A: Indemnity Insurance Co. of North America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 43575

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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 <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	C55797468	10/01/2023	10/01/2024	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

CERTIFICATE HOLDER**CANCELLATION**

DOUCET & ASSOCIATES, INC.
7401 W US HIGHWAY 71 STE B160
AUSTIN, TX 78735

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



Doucet & Associates, Inc.

Statement of Qualifications prepared for:



Hays County Auditor
Purchasing Office

712 S. Stagecoach Trail, Suite 1071 San Marcos, Texas 78666

Solicitation No.: RFQ 2021-Q01
*Renewal Attachment D Attached for
On-Call Engineering Services Pool*

**DA DOUCET
& ASSOCIATES**

7401B Hwy 71 West
Suite 160
Austin, TX 78735

POC: C.L. "Roy" Mynier, PE, PMP, PTOE
Phone: 512.953.7645
Email: rmynier@doucetengineers.com

Section E: Required Forms

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.

Failure to return this document may disqualify your response from consideration.

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

(Our Form 1295 follows this page)

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.**

Doucet & Associates, Inc.
Austin, TX United States

Certificate Number:
2021-707563

Date Filed:
01/19/2021

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.

RFQ 2021-Q01
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Doucet, Amy	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

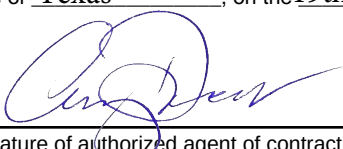
☐**6 UNSWORN DECLARATION**

My name is Amy Doucet, and my date of birth is 10/17/60.

My address is 7401B West Highway 71, Suite 160, Austin, TX, 78735, US.
(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 19th day of January, 20 21.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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; margin-top: 5px;"></div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="color: red; font-weight: bold; text-align: center;">N/A - We have no Conflict of Interest</p>		
<p>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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-top: 20px;">N/A</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <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> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <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> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </div>		
<p>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.</p>		
<p>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).</p>		
<p>7</p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 60%;"> <div style="border-top: 1px solid black; width: 100%;"></div> <p>Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%; text-align: right;"> <div style="border-top: 1px solid black; width: 100%;"></div> <p>January 19, 2021 Date</p> </div> </div>		

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.

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.

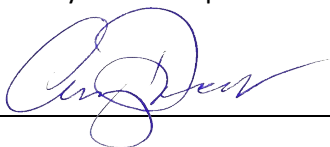
Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, 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: Amy Doucet, President

COMPANY NAME: Doucet & Associates, Inc.

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.

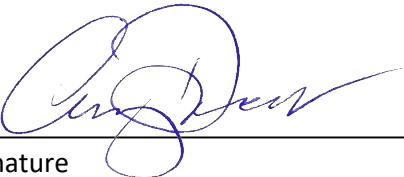
Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

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

January 19, 2021

Date

Hays County House Bill 89 Verification

I, Amy Doucet (Person name), the undersigned representative of
Doucet & Associates, 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.



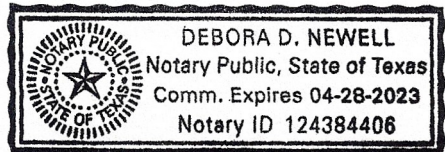
Signature of Company Representative

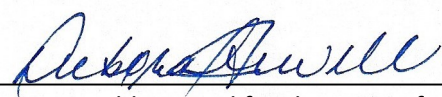
January 19, 2021

Date

On this 21st day of January, 2021, personally appeared Amy Doucet, 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

January 19, 2021

Date

Hays County Purchasing Department Senate Bill 252 Certification

On this day, I, _____, 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 below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Doucet & Associates, Inc.
Company Name

Vendor number: 034729
IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

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

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:

Doucet has No Known Relationships

Attach additional pages if necessary.

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

Doucet & Associates, Inc.

Name of Vendor



Signature of Certifying Official

President

Title of Certifying Official

Amy Doucet

Printed Name of Certifying Official

January 19, 2021

Date

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

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

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

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

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



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the Court to execute Contract Amendment No. 5 to increase the contract compensation cap by \$4,000.00 and amend the Exhibit D - Rate Schedule in the Professional Service Agreement with American Structurepoint, Inc. for the RM 3237 Safety Improvements Project from RM 150 to RM 12 in Precinct

3. SHELL/BORCHERDING

Summary:

The requested Contract Amendment increases the contract compensation cap by \$4,000.00 from \$4,896,000.00 to \$4,900,000.00. This will allow for the execution of Supplemental #2 to Work Authorization #3 for the RM 3237 Phase 2 in the amount of \$45,913.08 for environmental technical reports and forms. The Contract Amendment also updates the Exhibit D - Rate Schedule from the original contract executed October 11, 2017 for the sub-consultant Blanton, CPI Rate Adjustment language in the master contract was utilized in amending the rates with the exception of four rates which are amended less than the CPI adjustment.

Fiscal Impact:

Amount Requested: \$4,000.00

Line Item Number: 035-803-96-767.5621_400

Budget Office:

Source of Funds: 2016 Voter Approved Road Bond (issued in 2019)

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Qualifications 2016-P13 Professional Engineering Services

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

RM3237Safety-ASI-Amendment05

CONTRACT AMENDMENT NO. 5
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT: PS&E Services for the FM 3237 Safety Improvement Project from RM 150 to RM 12 ("Project")

THIS CONTRACT AMENDMENT NO. 5 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and American Structurepoint, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective October 11, 2017 (the "Contract") and AMENDMENT NO. 1 on February 25, 2020; and AMENDMENT NO. 2 on May 12, 2020; and AMENDMENT NO. 3 on December 21, 2021; and AMENDMENT NO. 4 on July 11, 2023

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$4,896,000.00;

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$4,896,000.00 to \$4,900,000.00.
- II. The hourly Rates in the AMENDMENT NO. 3 Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

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

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

ENGINEER:

By: *J. P. McIlree*
Signature

Paul McIlree
Printed Name

Principal
Title

10/12/2023
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

Carlos A. Lopez, P.E.
11/06/2023

Exhibit D Rates Schedule

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100	
OCTOBER 2017 PSA SIGNED	239.067	consumerpriceindex_south_20171115.pdf (bls.gov)
		consumerpriceindex_south.pdf (bls.gov)
AUGUST 2023 (LATEST DATA)	298.975	https://www.bls.gov/regions/south/data/xg-tables/ro4xg01.htm
DELTA	125.06%	
CPI Rate Adjustment = Initial Base Rate X (298.975/239.067)		

Blanton				
Env. Manager	\$	166.00	\$ 207.60	CPI
Sr. Env. Planner	\$	136.00	\$ 170.08	CPI
Sr. Env. Scientist	\$	120.00	\$ 144.35	under CPI
Sr. Biologist	\$	120.00	\$ 150.07	CPI
Env. Planner II	\$	115.00	\$ 128.31	under CPI
Env. Planner I	\$	90.00	\$ 112.55	CPI
Sr. Historian	\$	98.00	\$ 122.56	CPI
Sr. Archeologist	\$	98.00	\$ 122.56	CPI
Archeologist	\$	93.00	\$ 116.30	CPI
Biologist I	\$	93.00	\$ 116.30	CPI
Env. Scientist I	\$	93.00	\$ 101.58	under CPI
SR. GIS Tech	\$	101.00	\$ 126.31	CPI
GIS Tech	\$	75.00	\$ 93.79	CPI
Technical Editor	\$	76.00	\$ 81.26	under CPI



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the execution of Change Order No. 1 in the amount of (\$72,064.71) to the Construction Contract with Hunter Industries, Ltd. for Robert S. Light (IFB 2023-B03) project in Precinct 4.

SMITH/BORCHERDING

Summary:

Change Order No. 1 provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds pay items to compensate the Contractor for rumble strips and soil retention blankets added to the project.

This Change Order results in the reduction of the original contract amount of \$1,140,202.65 by \$72,064.71 for a final contract amount of \$1,068,137.94, reflecting a net decrease of 6.32%.

Fiscal Impact:

Amount Requested: (\$71,064.71)

Line Item Number: 020-710-00-625.5611_400

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: Invitation for Bid 2023-B03 Robert S. Light Boulevard

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

IFB2023(B03)-RSL(Existing)-Hunter-CO#01

HAYS COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Hunter Industries, Ltd.
2. Change Order Work Limits: Sta. _____ to Sta. _____
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 3F, 2E (3 Max. - In order of importance - Primary first)

Project: IFB 2023-B03

Roadway: Robert S Light

CSJ Number: _____

5. Describe the work being revised:

Code 3F. County Convenience. Additional work desired by the County Code 2E. Differing Site Conditions. ●
Miscellaneous difference in site conditions(Unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds pay items to compensate the Contractor for rumble strips and soil retention blankets added to the project. As per Item 4.4 (Table 1), Item 351-6013 unit price will be increased due to the quantity underrun.

6. Work to be performed in accordance with Items See Attached
7. New or revised plan sheet(s) are attached and numbered: RS(5)-23
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.
- Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 11-7-23

By [Signature]

Typed/Printed Name GLENDVORAK

Typed/Printed Title ENGINEER

The following information must be provided

Time Ext. #: _____ Days added on this CO: ●

Amount added by this change order: (\$72,064.71)

RECOMMENDED FOR EXECUTION:

[Signature] 11/7/23
 Construction Engineering Inspector Date

DocuSigned by:

Jerry Borcharding 11/13/2023
 Transportation Director Date

DocuSigned by:

Victor Vargas 11/13/2023
 General Engineering Consultant Date

CHECKED BY: ARIK LIANE
 11/10/2023
 625-020

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

HAYS COUNTY, TEXAS

CHANGE ORDER NUMBER: 1Project # IFB 2023-B03

TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
104-6015	REMOVING CONC (SIDEWALKS)	SY	\$28.00	100.00	\$2,800.00	(58.69)	41.31	\$1,166.68	(\$1,643.32)
104-6022	REMOVING CONC (CURB AND GUTTER)	SY	\$14.00	1,000.00	\$14,000.00	(632.00)	368.00	\$5,152.00	(\$8,848.00)
110-6001	EXCAVATION (ROADWAY)	CY	\$28.00	100.00	\$2,800.00	(100.00)	0.00	\$0.00	(\$2,800.00)
132-6003	EMBANKMENT(FINAL)(ORD COMP)(TY B)	CY	\$28.00	100.00	\$2,800.00	164.44	264.44	\$7,404.32	\$4,604.32
134-6001	BACKFILL(TY A)	STA	\$207.00	6.00	\$1,242.00	(6.00)	0.00	\$0.00	(\$1,242.00)
163-6001	BROADCAST SEED(PERMRURAL)(SANDY)	SY	\$0.51	977.00	\$498.27	(977.00)	0.00	\$0.00	(\$498.27)
351-6013	FLEXPAVEMENT STRUCTURE REPAIR (4")	SY	\$43.63	1,500.00	\$65,445.00	(1,500.00)	0.00	\$0.00	(\$65,445.00)
351-6013	FLEXPAVEMENT STRUCTURE REPAIR (4")	SY	\$50.17	0.00	\$0.00	624.00	624.00	\$31,306.08	\$31,306.08
354-6048	PLANE ASPH CONC PAV(3")	SY	\$3.23	29,433.00	\$95,068.59	(1,601.66)	27,831.44	\$89,895.55	(\$5,173.04)
400-6005	CEM STABIL BKFL	CY	\$352.42	9.00	\$3,171.78	(9.00)	0.00	\$0.00	(\$3,171.78)
432-6045	RIPRAP(MOW STRIP)(4IN)	CY	\$1,062.35	17.00	\$18,059.95	5.89	22.89	\$24,317.19	\$6,267.24
464-6017	RC PIPE(CL IV)(18IN)	LF	\$116.55	36.00	\$4,195.80	(8.00)	28.00	\$3,263.40	(\$932.40)
506-6038	TEMP SEDMT CONT FENCE(INSTALL)	LF	\$6.25	80.00	\$500.00	(80.00)	0.00	\$0.00	(\$500.00)
506-6039	TEMP SEDMT CONT FENCE(REMOVE)	LF	\$1.88	80.00	\$150.40	(80.00)	0.00	\$0.00	(\$150.40)
529-6008	CONC CURB & GUTTER(TYII)	LF	\$47.24	1,000.00	\$47,240.00	(632.00)	368.00	\$17,384.32	(\$29,855.68)
531-6002	CONC SIDEWALKS(5")	SY	\$104.90	100.00	\$10,490.00	(19.80)	80.20	\$8,412.98	(\$2,077.02)
662-6111	WK ZN PAV MRK SHT TERM(TAB)TY-2	EA	\$1.60	987.00	\$1,579.20	976.00	1,963.00	\$3,140.80	\$1,561.60
666-6036	REFL PAV MRKTY(W)8"(SLD)(100ML)	LF	\$1.97	237.00	\$466.89	101.00	338.00	\$665.86	\$198.97
666-6300	REPMW/RE REQTY(W)4"(BK)(100ML)	LF	\$1.30	1,627.00	\$2,115.10	(87.00)	1,540.00	\$2,002.00	(\$113.10)
666-6303	REPMW/RETR REQTY(W)4"(SLD)(100ML)	LF	\$0.96	8,668.00	\$8,321.28	(1,240.00)	7,428.00	\$7,130.88	(\$1,190.40)
666-6315	REPMW/RET REQTY(Y)4"(SLD)(100ML)	LF	\$0.96	7,650.00	\$7,344.00	(259.00)	7,391.00	\$7,095.36	(\$248.64)
666-6141	REFL PAV MRKTY(Y)12"(SLD)(100ML)	LF	\$5.29	178.00	\$941.62	(57.00)	121.00	\$640.09	(\$301.53)
672-6009	REFL PAV MRK TYIIA-A	EA	\$8.00	120.00	\$960.00	82.00	202.00	\$1,616.00	\$656.00
672-6010	REL PAV MRKTYII-C-R	EA	\$13.45	20.00	\$269.00	(20.00)	0.00	\$0.00	(\$269.00)
3062-6002	COMPOSITE GEOGRID FOR ASPHALT OVERLAY	SY	\$2.61	29,443.00	\$76,846.23	(2,962.00)	26,481.00	\$69,115.41	(\$7,730.82)
3076-6048	D-GR HMA TY-DPG76-22	TON	\$96.80	3,239.00	\$313,535.20	(623.00)	2,616.00	\$253,228.80	(\$60,306.40)
3076-6066	TACK COAT	GAL	\$4.09	5,889.00	\$24,086.01	(841.00)	5,048.00	\$20,646.32	(\$3,439.69)
3081-6007	TOM-C PG78-22 SAC-A	TON	\$124.50	1,609.00	\$200,320.50	604.07	2,213.07	\$275,527.22	\$75,206.72
6056-6001	PREFORMED IN-LANE(TRANS) RUMBLE STRIP	LF	\$15.43	0.00	\$0.00	160.00	160.00	\$2,468.80	\$2,468.80
169-6001	SOIL RETENTION BLANKET	SY	\$1.32	0.00	\$0.00	1,221.25	1,221.25	\$1,612.05	\$1,612.05
TOTALS					\$905,246.82			\$833,182.11	(\$72,064.71)



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Cohen

Agenda Item

Discussion and possible action to call for a public hearing on December 5, 2023 to establish a No Dumping zone on Marsh Lane. **COHEN/BORCHERDING**

Summary

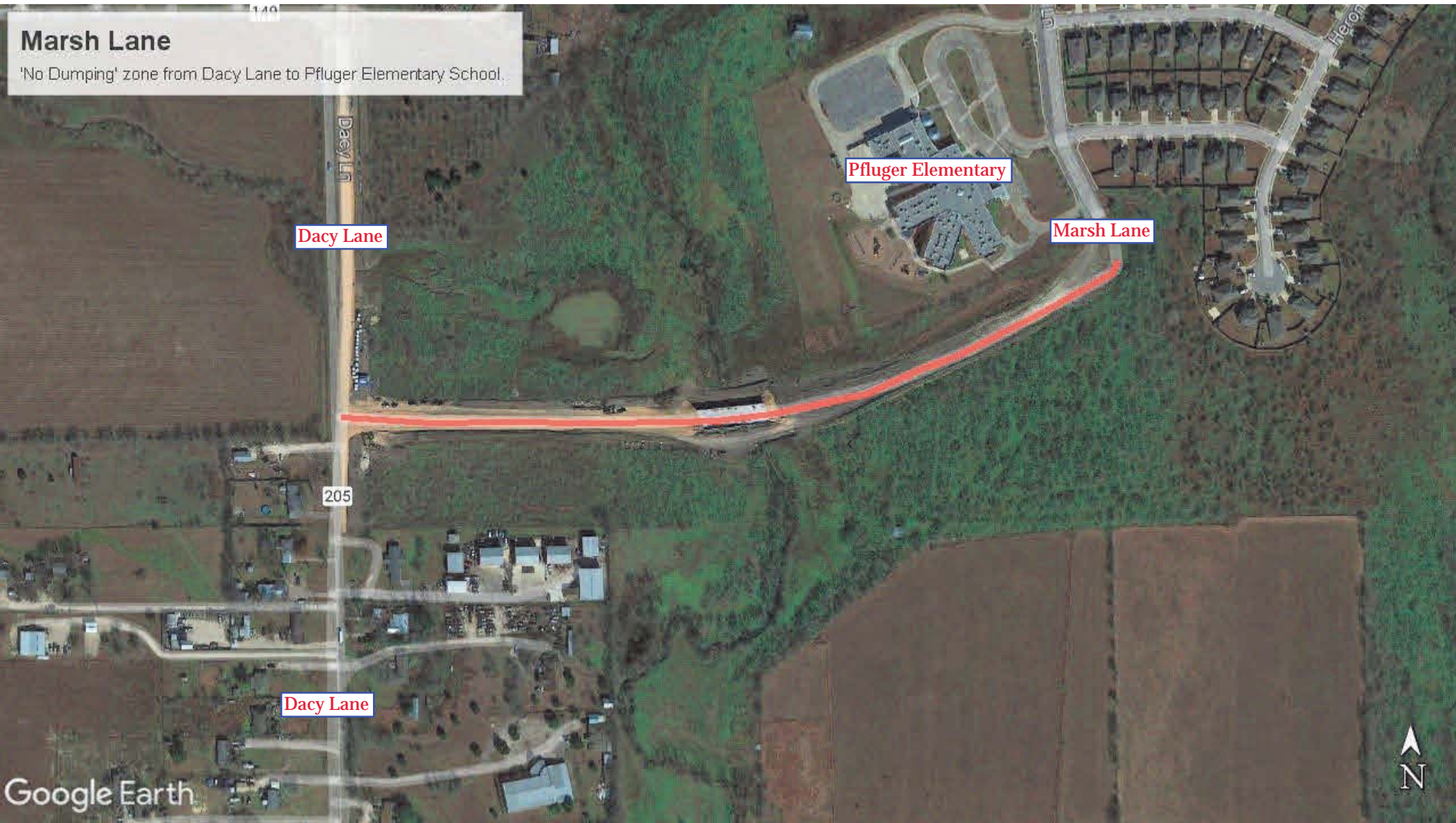
In response to a request by local property owners, there is a need to establish a no dumping zone on the new section of Marsh Lane between Dacy Lane and Pfluger Elementary (see attached map).

Attachments

Marsh Lane No Dumping Map

Marsh Lane

'No Dumping' zone from Dacy Lane to Pfluger Elementary School.





Hays County Commissioners Court

Date: 11/21/2023

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

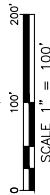
Bond

CALITERA PHASE 5, SECTION 13 FINAL PLAT

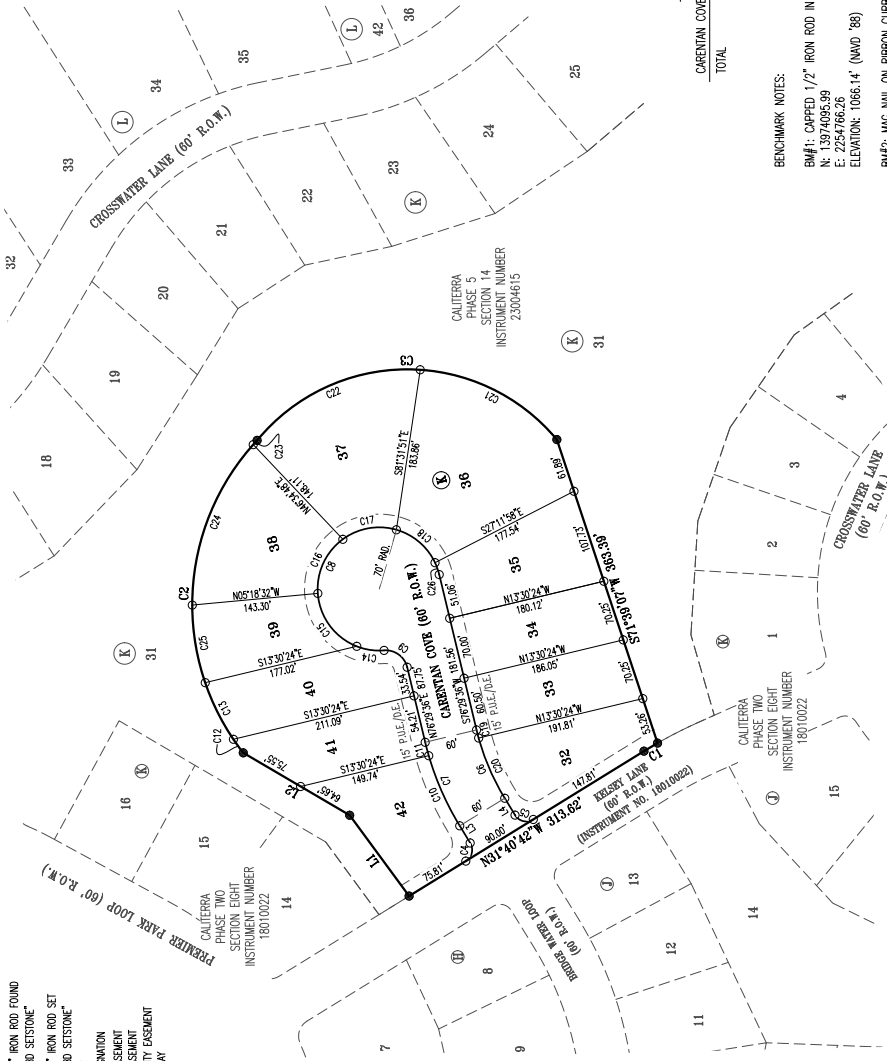


LEGEND

- CAPED 1/2" IRON ROD FOUND
- STAMPED "200 SECTION"
- CAPED 1/2" IRON ROD SET
- STAMPED "200 SECTION"
- 17 LOT NUMBER
- ① BLOCK DESIGNATION
- ② DRAINAGE EASEMENT
- ③ SEWER EASEMENT
- ④ E.O.W. RIGHT-OF-WAY



VICINITY MAP
(N.T.S.)



LINEAR FOOTAGE OF RIGHT-OF-WAY

CALITERA COVE	60' R.O.W.	353'
TOTAL		353'

BENCHMARK NOTES:

- BM#1: CAPED 1/2" IRON ROD IN LOT 42, BLOCK L, CALITERA 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 CALITERA PARKWAY APPROXIMATELY 578 FEET EAST OF PREMIER PARK LOOP
N: 13974095.35
E: 2254766.35
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 #	Length	Direction
L1	113.86	N63°42'16"E
L2	140.20	N30°23'22"E
L3	22.85	N68°45'31"E
L4	22.42	S88°45'31"W

Curve Table					
Curve #	Length	Radius	Chord Direction	Chord Length	Delta
C14	31.65	70.00	N63°54'E	31.38	16.10
C15	78.65	70.00	N63°49'19"E	74.57	44.06
C16	70.66	70.00	S65°13'27"E	67.70	38.67
C17	64.00	70.00	S10°06'45"E	61.80	34.44
C18	59.45	70.00	S40°24'37"W	57.68	31.65
C19	6.51	270.00	S75°29'05"W	6.51	4.75
C20	74.85	270.00	S66°32'02"W	74.61	37.67
C21	179.25	220.71	N70°04'04"E	174.36	94.90
C22	209.79	220.71	N63°25'41"W	201.96	113.58
C23	6.51	273.50	N47°57'50"W	6.51	3.26
C24	169.40	273.50	N68°11'58"W	165.02	104.37
C25	89.79	273.50	S80°30'31"W	89.39	45.30
C26	14.36	70.00	N07°35'50"E	14.34	7.21

Curve Table					
Curve #	Length	Radius	Chord Direction	Chord Length	Insgt.
C1	17.92	530.00	N34°42'22"W	17.92	8.86
C2	386.81	273.50	S87°27'55"E	355.37	233.73
C3	386.04	220.71	S07°09'45"E	346.59	267.71
C4	23.49	15.00	S76°32'40"E	21.16	14.93
C5	23.63	15.00	S12°27'25"W	21.26	15.07
C6	84.36	270.00	S87°32'33"W	84.02	42.53
C7	103.10	330.00	N67°32'33"E	102.69	51.98
C8	318.77	70.00	S53°57'51"E	306.52	82.08
C9	35.31	25.00	N36°02'08"E	32.44	21.32
C10	87.31	330.00	N66°10'18"E	87.06	43.91
C11	15.79	330.00	N70°07'20"E	15.79	7.86
C12	19.07	273.50	S54°00'56"W	19.07	9.54
C13	72.03	273.50	S63°33'30"W	71.82	36.22

A SUBDIVISION OF 4.899 ACRES BEING CALITERA 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 Victoria Avenue
Austin, TX 78740
Phone No. (512) 280-5160 Fax No. (512) 280-5165

CALITERRA PHASE 5, SECTION 13 FINAL PLAT

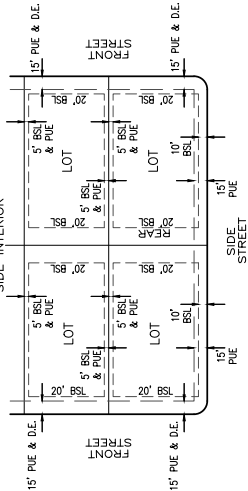
GENERAL NOTES:

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-TRINITY 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, TX 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 DEDICATE 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 MERIT 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 REMEDIABLE 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.

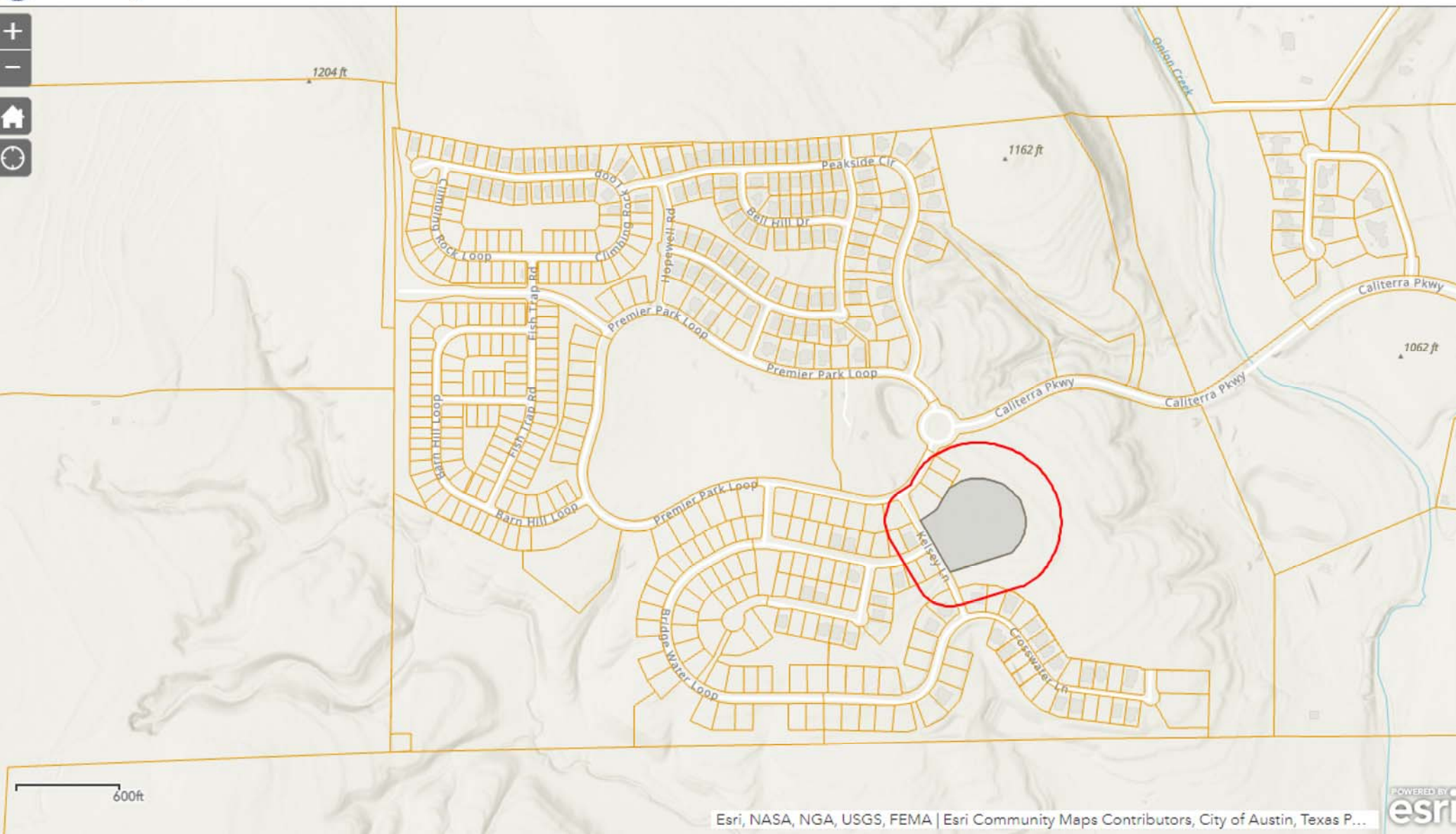
ELAINE HANSON CARDEMS BY: _____
COUNTY CLERK
HAYS COUNTY, TEXAS

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.

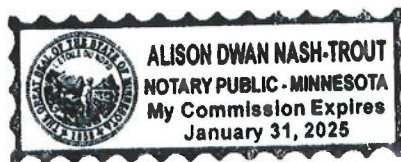
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Paul J. Brehm, Senior Vice President

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

This Power of Attorney expires
January 31, 2025




Kara Barrow, Secretary



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Cohen

Agenda Item

Discussion and possible action to accept the maintenance bond rider extensions from DNT Construction until April 25, 2024 for: Sunfield subdivision: Phase 2, Section 8 - bond #1060750 in the amount of \$188,961.00, Phase 2, Section 11 - bond #1060751 in the amount of \$231,755.60, Phase 3, Section 2 - bond #PB03016800273M in the amount of \$32,600.00, Phase 3, Section 4 - bond #PB03016800240M in the amount of \$22,000.00, and Phase 3 "Roadway Extension" - bond #PB03016800210 in the amount of \$30,350.00. **COHEN/BORCHERDING**

Summary

The completion of construction of the roads and drainage improvements within the County ROW for these sections of Sunfield subdivision has been delayed, and the contractor is requesting more time to complete all construction checklist items. These riders extend the duration of the existing maintenance bonds until April 25, 2024, respectively.

Attachments

Sunfield Maintenance Bond Extension

Bond Rider

Hays County, Texas
712 S. Stagecoach Trail
San Marcos, TX 78666

To be attached to and form part of **Bond Number** 1060750

DNT Construction, LLC

issued to _____

Hays County, Texas

in favor of _____

described as Sunfield Phase Two Section Eight (2-8) - Streets and Drainage

Effective date of Rider 10/25/2023

The Principal and Surety hereby consent to changing the referenced bond as described below:

☐ Address changed to

☒ Bond term changed to

☐ Name changed to

☐ Bond penalty changed to

☐ Other change

Warranty extended to the date of April 25, 2024

Said bond shall be subject to all its terms, conditions and limitations, except as herein modified.

In witness whereof, The Hanover Insurance Company has caused this instrument
to be signed by its duly authorized Attorney-in-Fact this 25th day of October, 2023.

By: _____


Jeremy Farque, Attorney In Fact

Distribution copy to:

DNT Construction, LLC
2300 Picadilly Drive
Round Rock, TX 78664

Whorton Insurance Services
11200 Jollyville Rd.
Austin, TX 78759

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Tom Mulanax, David Whorton, Michael Whorton, Jim Whorton, Noe Moreno, Rachel Martinez,
Pollyanna Lengel and/or Jeremy Farque**

Of Whorton Insurance Services of Austin, Texas each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

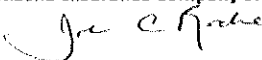
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

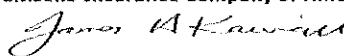
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 31st day of May, 2017.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


John C. Roche, EVP and President

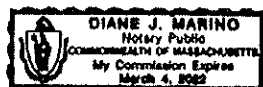


The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 31st day of May, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.





Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 25th day of October, 2023

CERTIFIED COPY


Theodore G. Martinez, Vice President

Bond Rider

Hays County, Texas
712 S. Stagecoach Trail
San Marcos, TX 78666

To be attached to and form part of **Bond Number** 1060751

DNT Construction, LLC

issued to _____

Hays County, Texas

in favor of _____

described as Sunfield Phase Two Section Eleven (2-11) Streets and Drainage

Effective date of Rider 10/25/2023

The Principal and Surety hereby consent to changing the referenced bond as described below:

☐ Address changed to

☒ Bond term changed to

☐ Name changed to

☐ Bond penalty changed to

☐ Other change

Warranty extended to the date of April 25, 2024

Said bond shall be subject to all its terms, conditions and limitations, except as herein modified.

In witness whereof, The Hanover Insurance Company has caused this instrument
to be signed by its duly authorized Attorney-in-Fact this 25th day of October, 2023.

By: _____


Jeremy Farque, Attorney In Fact

Distribution copy to:

DNT Construction, LLC
2300 Picadilly Drive
Round Rock, TX 78664

Whorton Insurance Services
11200 Jollyville Rd.
Austin, TX 78759

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Tom Mulanax, David Whorton, Michael Whorton, Jim Whorton, Noe Moreno, Rachel Martinez,
Pollyanna Lengel and/or Jeremy Farque**

Of Whorton Insurance Services of Austin, Texas each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

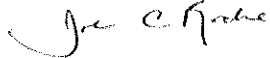
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 31st day of May, 2017.

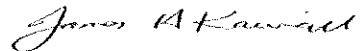
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America



John C. Roche, EVP and President



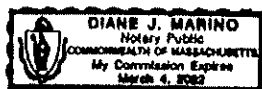
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

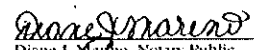


James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 31st day of May, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



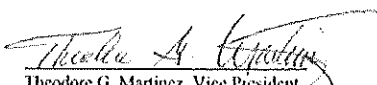


Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 25th day of October, 2023

CERTIFIED COPY



Theodore G. Martinez, Vice President

Philadelphia Indemnity Insurance Company

Endorsement (Rider)

It is hereby understood and agreed that Bond No.: PB03016800273M

Principal: DNT Construction, LLC

Obligee: Hays County, TX

In that the Surety is changing this bond effective October 25, 2023
in the following manner:

The Maintenance Bond expiration date is being extended to the date of: April 25, 2024

Sunfield Phase 3 Section 2 Utilities and Pavement Improvements

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 25th day of October, 2023.

Philadelphia Indemnity Insurance Company
Surety



Jeremy Farque, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER
RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

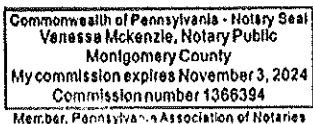


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of October, 2023.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Philadelphia Indemnity Insurance Company

Endorsement (Rider)

It is hereby understood and agreed that Bond No.: PB03016800240M

Principal: DNT Construction, LLC

Obligee: Hays County, TX

In that the Surety is changing this bond effective October 25, 2023
in the following manner:

The Maintenance Bond expiration date is being extended to the date of: April 25, 2024

Sunfield Phase 3 Section 4 Utilities and Pavement Improvements

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 25th day of October, 20 23.

Philadelphia Indemnity Insurance Company
Surety



Jeremy Farque, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)



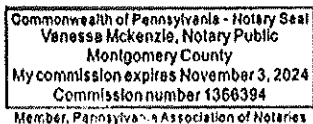
John Glomb

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of October, 2023.



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Philadelphia Indemnity Insurance Company

Endorsement (Rider)

It is hereby understood and agreed that Bond No.: PB03016800210

Principal: DNT Construction, LLC

Obligee: Hays County, TX

In that the Surety is changing this bond effective October 25, 2023
in the following manner:

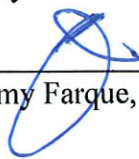
The Maintenance Bond expiration date is being extended to the date of: April 25, 2024

Sunfield Phase 3 Roadway Extension Utilities and Pavement Improvements

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 25th day of October, 2023.

Philadelphia Indemnity Insurance Company
Surety



Jeremy Farque, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

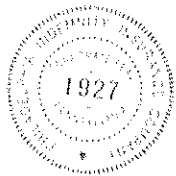
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

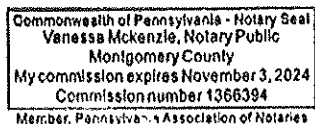
(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

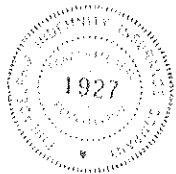
Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of October, 2023.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Cohen

Agenda Item

Discussion and possible action to consider the release of the Performance Bond #016239056 in the amount of \$2,847,514.67 for Prairie Lakes Phase 1, Section 1. **COHEN/BORCHERDING**

Summary

After the construction of the roads and surface drainage improvements for this phase was accepted recently, it was later revealed that the Performance Bond 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

Prairie Lakes 1-1 Fiscal Surety

Bond No. 016239056

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That the owner/developer, D.R. Horton, Inc. (hereinafter referred to as "PRINCIPAL"), and Liberty Mutual Insurance Company, a surety company authorized to do business in the State of Texas (hereinafter referred to as "SURETY"), are held and firmly bound unto the County of HAYS (hereinafter referred to as "COUNTY"), in the sum of Two Million Eight Hundred Forty Seven Thousand Five Hundred Fourteen and 67/100 Dollars (\$2,847,514.67) DOLLARS, which represents 100% of the estimated construction costs of the improvements described herein, for the payment of which, well and truly to be made, the PRINCIPAL and SURETY bind themselves, their and each of their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL, as a condition precedent to the approval by the COUNTY of a certain final plat known as Prairie Lakes Phase 1 **Section 1** has covenanted and agreed with the COUNTY to construct certain improvements based upon the final engineering plans and said final plat; and

WHEREAS it is a condition of the approval of said final plat that this bond be executed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if PRINCIPAL shall, at the PRINCIPAL's own cost and expense, promptly and faithfully perform and complete the construction of:

Remaining site construction including earth work, paving and drainage sanitary sewer and water, landscape, signage and irrigation.

in accordance with the aforesaid final engineering plans and final plat, and within 18 months of the final plat approval date, and shall in every respect fulfill its obligations under the final engineering plans and final plat, and shall indemnify and save harmless the COUNTY against or from all claims, costs, expenses, damages, injury, or loss, including construction costs, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs which the COUNTY may sustain on account of the failure of the PRINCIPAL to perform in accordance with said final engineering plans and final plat within the time specified, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Attached hereto as **EXHIBIT A** of this obligation is a breakdown of costs to construct the aforementioned improvements.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform all or any part of the obligations required by the final engineering plans or final plat referred to herein above, within the time specified, the SURETY, upon forty-five (45) days written notice from the COUNTY, of the default, shall forthwith perform and complete the aforesaid obligations and pay all costs thereof. Should the SURETY fail or refuse to perform and complete the said improvements, the COUNTY, in view of the public interest,

health, safety and welfare, and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against PRINCIPAL and SURETY, or either, both at law and in equity, including, specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY, at its option, shall have the right to complete such improvements in the case the PRINCIPAL should fail or refuse to do so, and the PRINCIPAL and SURETY, jointly and severally, shall pay all costs and expenses incurred by COUNTY in completing said improvements; including but not limited to, the engineering, legal and other costs, together with any damages either direct or consequential, which the COUNTY may sustain on account of PRINCIPAL'S default.

In addition, the COUNTY shall have the right to contract for the completion of the improvements and, on acceptance of the lowest responsible bid, PRINCIPAL and SURETY shall become immediately liable for the amount of the bid. If the COUNTY commences legal proceedings for its collection of any sums due under this bond, interest shall accrue on the amount at the rate permitted by law, beginning at the commencement of the legal proceedings.

If the COUNTY successfully brings suit for the collection of any sums due under this bond, the obligors and each of them agree to pay all costs incurred by the COUNTY in doing so, including attorney's fees.

THIS BOND DATED THE 13th DAY OF December, 2022 (the date of issue by the SURETY or by the SURETY's agent and the date of such agent's power-of-attorney).

PRINCIPAL

D.R. Horton, Inc.

By: 

Name: Burlwell D. McLendon III

As its: vice president

ADDRESS:

10700 Pecan Park Blvd, Suite 400

Austin TX 78750

STATE OF TEXAS)
COUNTY OF TRAVIS)

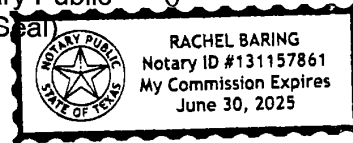
BEFORE ME personally appeared Burlwell D. McLendon III who is personally known to me, or has produced certificate of Secretary as identification, and who executed the foregoing instrument as vice president of D.R. Horton, Inc., and severally acknowledged to and before me that [he] [she] executed such instrument as office of said corporation, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 14 day of December, 2022.

My commission expires: 06-30-25

Rachel Baring
Notary Public

(Seal)



SURETY

Liberty Mutual Insurance Company

WITNESS: Leslie Grimes

Leslie Grimes

BY: Noah William Pierce
Noah William Pierce
(typed name) its attorney-in-fact
(power of attorney must be attached)

ADDRESS:
175 Berkeley Street
Boston, MA 02116



See Attached Notary

STATE OF _____)
COUNTY OF _____)

BEFORE ME personally appeared _____ who is personally known to me, or has produced _____ as identification, and who executed the foregoing instrument as _____ of _____, a corporation, and severally acknowledged to and before me that [he] [she] executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this _____ day of _____, 20____.

My commission expires:

Notary Public

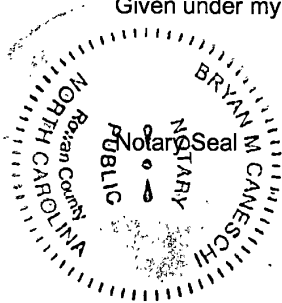
(Seal)

STATE OF North Carolina

COUNTY OF Rowan to wit:

I, Bryan M Caneschi, a Notary Public in and for the State and County aforesaid, do hereby certify that Noah William Pierce, whose name is signed to the foregoing bond this day personally, appeared before me in my said State and County aforesaid and acknowledged the same.

Given under my hand this 13th day of December, 20 22.



A handwritten signature in black ink, appearing to read "Bryan M Caneschi", written over a horizontal line.

Notary Public

My commission expires on the 4th day of April, 2027.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208310-018009**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arny R. Waugh, Bryan M. Caneschi, Catherine Thompson, Jynell M. Whitehead, Noah William Pierce

all of the city of Charlotte state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of July, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 14th day of July, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of December, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-932-8240 or email HOSUR@libertymutual.com.



TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

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
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

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ATTACH THIS NOTICE TO YOUR
POLICY:

This notice is for information only and does not become a part or condition of the attached document.

NP 70 68 09 01

LMS-15292 10/15

TEXAS
AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

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DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o 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.

22058134 BOND

12/28/2022 08:52:38 AM Total Fees: \$0.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas





Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Cohen

Agenda Item

Discussion and possible action to consider the release of the Performance Bond #016239057 in the amount of \$1,354,884.61 for Prairie Lakes Phase 1, Section 2. **COHEN/BORCHERDING**

Summary

After the construction of the roads and surface drainage improvements for this phase was accepted recently, it was later revealed that the Performance Bond 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

Prairie Lakes 1-2 Fiscal Surety

Bond No. 016239057

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That the owner/developer, D.R. Horton, Inc. (hereinafter referred to as "PRINCIPAL"), and Liberty Mutual Insurance Company, a surety company authorized to do business in the State of Texas (hereinafter referred to as "SURETY"), are held and firmly bound unto the County of HAYS (hereinafter referred to as "COUNTY"), in the sum of One Million Three Hundred Fifty Four Thousand Eight Hundred Eighty Four and 61/100 Dollars (\$1,354,884.61) DOLLARS, which represents 100% of the estimated construction costs of the improvements described herein, for the payment of which, well and truly to be made, the PRINCIPAL and SURETY bind themselves, their and each of their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL, as a condition precedent to the approval by the COUNTY of a certain final plat known as Prairie Lakes Phase 1 **Section 2** has covenanted and agreed with the COUNTY to construct certain improvements based upon the final engineering plans and said final plat; and

WHEREAS it is a condition of the approval of said final plat that this bond be executed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if PRINCIPAL shall, at the PRINCIPAL's own cost and expense, promptly and faithfully perform and complete the construction of:

Remaining site construction including earth work, paving and drainage sanitary sewer and water, landscape, signage and irrigation.

in accordance with the aforesaid final engineering plans and final plat, and within 18 months of the final plat approval date, and shall in every respect fulfill its obligations under the final engineering plans and final plat, and shall indemnify and save harmless the COUNTY against or from all claims, costs, expenses, damages, injury, or loss, including construction costs, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs which the COUNTY may sustain on account of the failure of the PRINCIPAL to perform in accordance with said final engineering plans and final plat within the time specified, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Attached hereto as **EXHIBIT A** of this obligation is a breakdown of costs to construct the aforementioned improvements.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform all or any part of the obligations required by the final engineering plans or final plat referred to herein above, within the time specified, the SURETY, upon forty-five (45) days written notice from the COUNTY, of the default, shall forthwith perform and complete the aforesaid obligations and pay all costs thereof. Should the SURETY fail or refuse to perform and complete the said improvements, the COUNTY, in view of the public interest,

health, safety and welfare, and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against PRINCIPAL and SURETY, or either, both at law and in equity, including, specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY, at its option, shall have the right to complete such improvements in the case the PRINCIPAL should fail or refuse to do so, and the PRINCIPAL and SURETY, jointly and severally, shall pay all costs and expenses incurred by COUNTY in completing said improvements; including but not limited to, the engineering, legal and other costs, together with any damages either direct or consequential, which the COUNTY may sustain on account of PRINCIPAL'S default.

In addition, the COUNTY shall have the right to contract for the completion of the improvements and, on acceptance of the lowest responsible bid, PRINCIPAL and SURETY shall become immediately liable for the amount of the bid. If the COUNTY commences legal proceedings for its collection of any sums due under this bond, interest shall accrue on the amount at the rate permitted by law, beginning at the commencement of the legal proceedings.

If the COUNTY successfully brings suit for the collection of any sums due under this bond, the obligors and each of them agree to pay all costs incurred by the COUNTY in doing so, including attorney's fees.

THIS BOND DATED THE 13th DAY OF December, 2022 (the date of issue by the SURETY or by the SURETY's agent and the date of such agent's power-of-attorney).

PRINCIPAL

D.R. Horton, Inc.

By: 

Name: Burlwell B. Mcclendon #

As its: vice president

ADDRESS:

10700 Pecan Park Blvd, Suite 400

Austin TX 78750

STATE OF TEXAS)

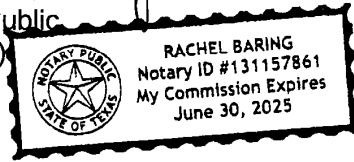
COUNTY OF ~~TRAVIS~~ williams

BEFORE ME personally appeared Burlwell B. Mcclendon who is personally known to me, or has produced Certificate of Secretary as identification, and who executed the foregoing instrument as vice president of D.R. Horton, Inc., and severally acknowledged to and before me that [he] [she] executed such instrument as office of said corporation, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 14 day of December, 2022.

My commission expires: 06-30-25

Rachel Baring
Notary Public
(Seal)



SURETY

Liberty Mutual Insurance Company

WITNESS: Leslie Grimes
Leslie Grimes

BY: Thad V. Pierce
Noah William Pierce
(typed name) its attorney-in-fact
(power of attorney must be attached)

ADDRESS:
175 Berkeley Street
Boston, MA 02116



See Attached Notary

STATE OF _____)
COUNTY OF _____)

BEFORE ME personally appeared _____ who is personally known to me, or has produced _____ as identification, and who executed the foregoing instrument as _____ of _____, a corporation, and severally acknowledged to and before me that [he] [she] executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this _____ day of _____, 20____.

My commission expires:

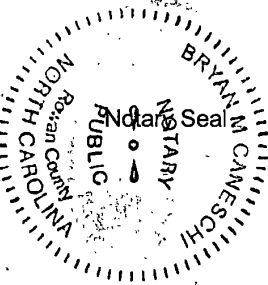
Notary Public
(Seal)

STATE OF North Carolina

COUNTY OF Rowan to wit:

I, Bryan M Caneschi, a Notary Public in and for the State and County aforesaid, do hereby certify
that Noah William Pierce, whose name is signed to the foregoing bond this day personally,
appeared before me in my said State and County aforesaid and acknowledged the same.

Given under my hand this 13th day of December, 2022.



A handwritten signature in black ink, appearing to read "Bryan M Caneschi", written over a horizontal line.

Notary Public

My commission expires on the 4th day of April, 2027.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208310-018009**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy R. Waugh, Bryan M. Caneschi, Catherine Thompson, Jynell M. Whitehead, Noah William Pierce

all of the city of Charlotte state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of July, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 14th day of July, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of December, 2022.



By:

Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

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King of Prussia, PA 19406-2755

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NP 70 68 09 01

LMS-15292 10/15

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UNA ESTE AVISO A SU POLIZA:

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**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.

22058135 BOND

12/28/2022 08:54:51 AM Total Fees: \$0.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas





Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to consider the acceptance of vegetative coverage and release of the revegetation bond #PB03016800925 in the amount of \$16,695.34 for 6 Creeks subdivision, Phase 1, Section 13A. SHELL/BORCHERDING

Summary

Staff recommends the release of the revegetation bond that was issued for 6 Creeks subd., Ph. 1, Sec. 13A as a result of our latest inspection verifying 70%+ vegetative coverage of all disturbed areas within the County ROW.

Attachments

6 Creeks 1-13A Reveg Bond

MAINTENANCE - REVEGETATION BOND

Bond No. PB03016800925

KNOW ALL MEN BY THESE PRESENTS,

That we DNT Construction, LLC, as Principal, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, a corporation organized under the laws of the State of Pennsylvania, and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto Hays County, Texas as Oblige in the penal sum of Sixteen Thousand Six Hundred Ninety Five and 34/100 (\$16,695.34) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed that certain work (herein referred to as the "Work") described as:

Non-Native Seeding for Erosion Control, Hydro Mulch Improvements – 6 Creeks Section Phase 1 Section 13A Hays County Development District Revegetation Bond

WHEREAS, the Oblige requires that the Principal furnish a bond conditioned to guarantee the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall indemnify the Oblige for all loss that the obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, at the expiration of the period of sixty days from the date of substantial completion, being the establishment of grass/vegetation at 70% in areas of hydro mulch, then this obligation shall be void, otherwise to remain in full force and effect for a period of up to One Year. However, such termination shall not discharge the Surety from any liability previously accrued pursuant to this bond.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Oblige or third parties, failure of Oblige to perform oblige-required maintenance, nor any defects known to Oblige prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

SIGNED, sealed and dated this 28th day of October, 2022.

DNT Construction, LLC

Principal

By: 

Dean Tomme, President

Philadelphia Indemnity Insurance Company

Surety

By: 

Rosemarie Lopez, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Fargue and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

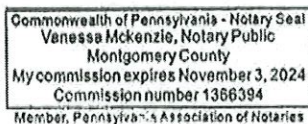


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of October, 2022.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

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

1-800-252-3439

You may write the Texas Department of Insurance at:

**P.O. Box 149104
Austin, TX 78714-9104
Web: <http://www.tdi.texas.gov>**

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ADVISO IMPORTANTE

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UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Commissioner Ingalsbe

Agenda Item

PLN-2325-PC; Call for a Public Hearing on December 5, 2023, followed by discussion and possible action regarding the Studio Estates Subdivision, Section 2B, Block D, Lot 38, Replat. **INGALSBE / PACHECO**

Summary

Studio Estates, Section 2B, Block D, Lot 38 Replat proposes to divide the existing 4.79 acre Lot 38 into two (2) lots. This property is located off of Newman Boulevard within the subdivision in Kyle and within Commissioner Precinct 1. Water utility is provided by Goforth Special Utility District. Wastewater utility will be accomplished by individual on-site sewage facilities.

Lot 38 originated as an Amenity/Parkland lot. The Replat will establish Lot 38A for residential use and Lot 38B will remain for Parkland/Drainage.

Attachments

Cover Letter

Plat

Location Map



Hays County Commissioners Court Agenda Request

Meeting Date: November 21st, 2023

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Debbie Ingalsbe, Precinct 1

AGENDA ITEM LANGUAGE:

PLN-2325-PC; Call for a Public Hearing on December 5th, 2023, followed by discussion and possible action regarding the Studio Estates Subdivision, Section 2B, Block D, Lot 38, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Studio Estates, Section 2B, Block D, Lot 38 Replat proposes to divide the existing 4.79 acre Lot 38 into two (2) lots. This property is located off of Newman Boulevard within the subdivision in Kyle and within Commissioner Precinct 1.
- B) Water utility is provided by Goforth Special Utility District. Wastewater utility will be accomplished by individual on-site sewage facilities.
- C) Lot 38 originated as an Amenity/Parkland lot. The Replat will establish Lot 38A for residential use and Lot 38B will remain for Parkland/Drainage.

STAFF COMMENTS:

Staff has initiated review pursuant to Texas Local Gov't Code Chapter 232 and the Development Regulations of Hays County as set forth. The actions remaining are to hold a public hearing on December 5th, 2023 and seek Commissioners Court final determination based on the staff recommendation.

ATTACHMENTS/EXHIBITS:

Plat

Location Map

REPLAT OF
STUDIO ESTATES SUBDIVISION
SECTION 2B, BLOCK D, LOT 38
4.79 ACRES

Z. HINTON SURVEY NO. 4, ABSTRACT 219
HAYS COUNTY, TEXAS

STATE OF TEXAS :
COUNTY OF HAYS :

I, THE UNDERSIGNED, OWNER OF LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE "REPLAT OF STUDIO ESTATES SUBDIVISION, SECTION 2B, LOT 38" IN THE CITY OF NIEDERWALD, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

DAVID CUDDY, OWNER AND MANAGER
STUDIO ESTATES, LLC.

STATE OF TEXAS :
COUNTY OF HAYS :

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID CUDDY, 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 CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE ____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR:

STATE OF TEXAS
COUNTY OF HAYS

I, THE UNDERSIGNED, 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 HEREIN.

GEORGE E. LUCAS,
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4160
STATE OF TEXAS
CUATRO CONSULTANTS, LTD.
3601 KYLE CROSSING, SUITE B.
KYLE, TEXAS 78640

ENGINEER:

STATE OF TEXAS
COUNTY OF HAYS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

HUGO ELIZONDO, JR., REGISTERED PROFESSIONAL ENGINEER NO. 69781
CUATRO CONSULTANTS, LTD.
3601 KYLE CROSSING, SUITE B.
KYLE, TEXAS 78640

1. ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209C0295 F, 48209C0293 F, AND NO. 48209C0291 F, EFFECTIVE DATE SEPTEMBER 2, 2005, AS AMENDED BY APPROVED LOMR (CASE: 12-06-3911 P) DATED APRIL 3, 2013 AFFECTING PANELS 48209C0293F AND 48209C0295F, A PORTION OF THIS TRACT IS IN ZONE AE, SPECIAL FLOOD HAZARD AREAS INUNDED BY 100 YEAR FLOOD.
2. THIS SUBDIVISION IS WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOUNDARIES.
3. THIS SUBDIVISION LIES PARTIALLY WITHIN THE CORPORATE LIMITS OF THE CITY OF NIEDERWALD AND PARTIALLY WITHIN THE CITY OF NIEDERWALD E.T.J.
4. THE FOLLOWING EASEMENTS ARE HEREBY DESIGNATED:
PRIVATE R.O.W. FRONT - 15' P.U.E.
EXISTING R.O.W. FRONT - 15' P.U.E.
5. COMMON AREAS WILL BE MAINTAINED BY THE STUDIO ESTATES PROPERTY OWNERS ASSOCIATION. REFER TO RESTRICTIVE COVENANTS OF RECORD AFFECTING THIS SUBDIVISION.
6. BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH THE RESTRICTIVE COVENANTS OF RECORD AFFECTING THIS SUBDIVISION.
7. THE FULLY DEVELOPED, CONCENTRATED STORM WATER RUNOFF FOR THE 100 YEAR STORM AND THE 100 YEAR REGULATORY FLOODPLAIN SHALL BE CONTAINED WITHIN DRAINAGE EASEMENTS.
8. UTILITY PROVIDERS:
WATER: GOFORTH S.U.D.
WASTEWATER: ONSITE SEPTIC SYSTEM
ELECTRICITY: PEDERNALES ELECTRIC COMPANY
TELEPHONE: SBC
9. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARD'S AQUIFER RECHARGE ZONE.
10. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS. *
11. ALL LOTS SHALL HAVE A MINIMUM DRIVEWAY CULVERT SIZE OF 18", UNLESS SHOWN OTHERWISE SHOWN ON MASTER DRAINAGE PLAN.
12. RESIDENTIAL LOTS ARE LIMITED TO ONE SINGLE-FAMILY RESIDENCE PER LOT.
13. LOTS ARE LIMITED TO THE USE OF ADVANCED ON-SITE SEWAGE FACILITIES.
14. ALL RESIDENTIAL LOTS WITHIN THIS SUBDIVISION ARE RESTRICTED FROM DRILLING INDIVIDUAL WATER WELLS.
15. LOT 38B, BLOCK D IS HEREBY DESIGNATED AS A PARKLAND/DRAINAGE EASEMENT LOT. ALL FACILITIES ON THIS LOT WILL BE MAINTAINED BY THE H.O.A.

GOFORTH SPECIAL UTILITY DISTRICT:

GOFORTH 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.

GSUD OFFICIAL

CITY OF NIEDERWALD:

THIS PLAT, REPLAT OF STUDIO ESTATES SUBDIVISION, SECTION 2B, LOT 38, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF NIEDERWALD, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL.

CHARLES BISSON
MAYOR, CITY OF NIEDERWALD

ATTEST BY:

DEVELOPMENT SERVICES DEPARTMENT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO 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.

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT AND COMMUNITY SERVICES

DATE

ERIC VAN GAASBEEK
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE

COUNTY:

STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE CÁRDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN

DULY ENTERED IN THE MINUTES OF THE SAID COURT IN BOOK _____, PAGE _____.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, A.D., 20____.

RUBEN BECERRA
COUNTY JUDGE,
HAYS COUNTY, TEXAS

ELAINE CÁRDENAS
COUNTY CLERK,
HAYS COUNTY, TEXAS

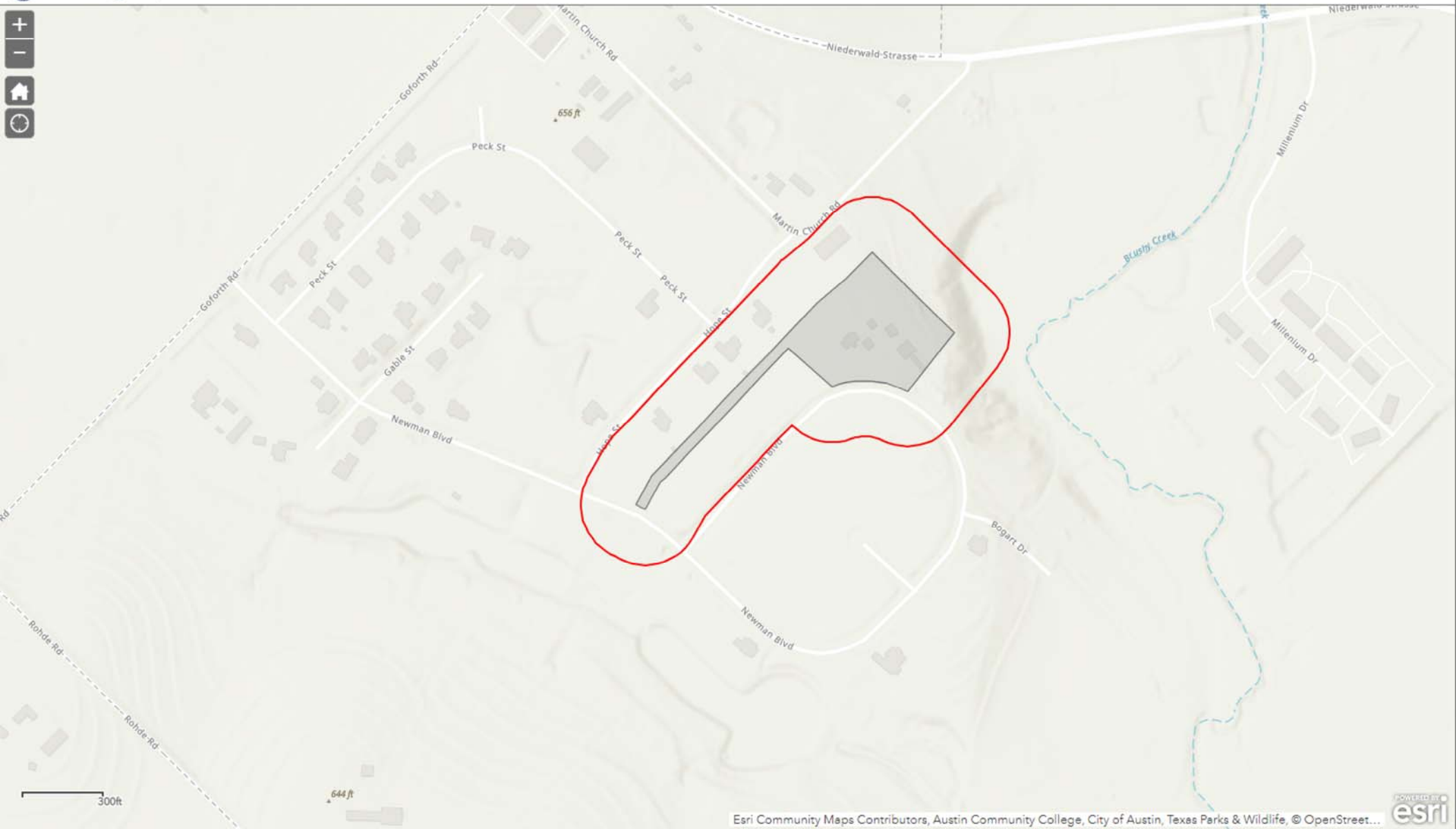
STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE CÁRDENAS, 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 _____, 20____, AT ____ O'CLOCK ____M. AND DULY RECORDED ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK _____, PAGE _____.

ELAINE CÁRDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

DATE: 9/1/2023





Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Judge Elaine Brown

Sponsor:

Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the Hays County Mental Health Court to purchase consumables, decor and personalized coins for the Mental Health Court participants' Commencement Ceremony to be held December 11, 2023. COHEN/BROWN

Summary:

The Hays County Mental Health Court will be holding a Commencement Ceremony to celebrate the graduation and successful completion of the first 5 court participants on December 11th from 3:30-4:30 pm. We plan to celebrate the court participants by providing them with a framed personalized certificate, Hays County Mental Health Court coin, and refreshments to be celebrated with friends, family, community partners, and supporters of the court.

Requesting the following items be approved for purchase:

\$61.75 - Personalized Cake for 40: <https://penningtonscakes.com/cake-pricing/>

\$75.00 (\$15 each x 5) - Personalized Coins: https://www.amazon.com/dp/B0B2WB5C81/?colid=YCOCJHCAHR3B&coliid=ASIN-B0B2WB5C81-ATVPDKIKX0DER&ref=lv_ov_lig_pab&th=1

\$24.99 - Certificates, printed in office placed

in frames: https://www.amazon.com/gp/product/B0BZW2FQ7P/ref=ox_sc_act_title_3?smid=A2AAF6G836XR6X&th=1

\$38.99 - Tissue paper to create tissue paper flowers, and garlands for decorations

https://www.amazon.com/gp/product/B0CFB6BTKX/ref=ox_sc_act_image_2?smid=A34M27QPHXOFAP&psc=1

https://www.amazon.com/gp/product/B0BBWH8616/ref=ox_sc_act_image_2?smid=A34M27QPHXOFAP&th=1

https://www.amazon.com/gp/product/B0998DZ36R/ref=ox_sc_act_title_4?smid=A1O2BGD8ZQ2KXK&psc=1

\$5.68 - Paper Plates and Plastic Forks

\$36.26 - Bottled Drinks (Soda, Sweet Tea, Lemonade, Water)

Fiscal Impact:

Amount Requested: \$242.67

Line Item Number: 001-602-00.5353

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments:

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Judge Elaine Brown

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize consumable purchases for monthly Behavioral Advisory Team (BAT) meetings and Opioid Crisis Prevention meetings for Fiscal Year 2024. **SMITH/INGALSBE/BROWN**

Summary:

Funding to provide lunches during the monthly BAT meetings and/or meetings to combat the opioid crisis was set aside during the final FY24 budget hearing.

Request for use of these funds and to set guidelines for expense audit purposes at an amount not to exceed \$13.00 per person per meal during one event. This amount is tied to the per diem allowed for traveling county employees to be reimbursed. The per-person amount will be inclusive of food and drink items.

Fiscal Impact:

Amount Requested: \$13 per person, per meal
Line Item Number: 122-749-00.5391

Budget Office:

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

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes, Miscellaneous Expense
New Revenue Y/N?: N/A
Comments:



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a contract between GT Site Services & Land Clearing, LLC and Hays County for the Cape's Pond Project, not to exceed \$11,800.00 **INGALSBE/BORCHERDING**

Summary:

GT Site Services & Land Clearing, LLC. will provide land clearing services at Cape's Pond under the direction of the Hays County Transportation Department, not to exceed \$11,800.00.

Fiscal Impact:

Amount Requested: \$11,800

Line Item Number: 020-710-00.5448_010

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: 3 quotes obtained

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

(PE) GT Site Services Contract

CONTRACT DOCUMENTS

For Land Clearing & Demolition

Services by: GT Site Services & Land Clearing, LLC



GT SITE SERVICES

—  —
& LAND CLEARING

**GT Site Services & Land Clearing, LLC
14107 S Turnersville Road
Buda, TX 78610**

INTENT OF CONTRACT

This contract ("Contract") is by and between **GT Site Services & Land Clearing, LLC ("GT")** and **County of Hays ("Customer")**. Job Site: Capes Pond Project

Whereas "Customer" has need of land clearing services which GT has agreed to provide;

Therefore, for the mutual consideration recited herein, GT and Customer agree as follows:

1. **Scope of Work to be performed by GT and Pricing:** The Scope of work to be provided for this project is described in this Section 1, along with the amount payable by Customer for each component of the work. The properties on which site clearance services are to be provided are identified below (each referred to as a "Tract") and described in more detail in Exhibit 1. Customer is responsible to clearly mark or indicate on the ground the boundaries of each Tract. GT shall not be responsible for damage to trees or vegetation on a third party's property if such property was included inside the boundaries for the work indicated by Customer.
 - a. Land clearing:
 - i. We will mulch out all trees 4 inches in diameter and smaller this will also include all underbrush and tall grass on approximately 14 acres. All mulch will be left on the ground as a ground cover.
 - ii. Total fee not to exceed: \$11,800 (eleven thousand eight hundred dollars and zero cents)
2. **Payment Terms:** GT shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to GT's address stated in Section 6, below.
3. **Notice of Completion:** Upon completion of the Work, GT shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send GT an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believe that the Work is of deficient quality, the County shall send GT a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send GT either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered Complete.
4. **Time for Performance:** The parties agree that the Work shall be completed within thirty (30) working days after commencement date (hereinafter the "Completion

Date"). In the event that GT is unable to complete the Work by the Completion Date, GT shall request an extension of the Completion Date in writing no later than ten (10) days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. Termination:

- a. Customer may terminate this Contract if GT fails to cure any default in performance of an obligation ten days after written notice is provided by Customer to GT of such default and an opportunity to cure.
- b. GT may terminate this Contract if Customer fails to cure any default in performance of an obligation ten days after written notice is provided by GT to Customer of such default and an opportunity to cure.
- c. A party terminating this Contract pursuant to this Section 5 shall be entitled to seek any remedy provided by applicable on account of a default and failure to timely cure.

6. Miscellaneous:

- a. **Written Notice.** Any notice of termination or other communication required or allowed pursuant to this Contract shall be effective on the day it is forwarded by electronic mail on before 5:00 pm on a business day, or the next business day if forwarded later in a day than 5:00 pm or on a weekend or holiday. The electronic address for notice for each party is:

If to GT:

14107 S Turnersville Rd Buda,
Tx 78610

If to Customer:

Hays County, Attn. Assistant District Attorney – Civil Division
111 E. San Antonio St., Suite 202
San Marcos, TX 78666

Hays County Purchasing Office
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Hays County Transportation Department
2171 Yarrington Road
San Marcos, TX 78666

- b. **Governing Law.** This Contract shall be governed by the laws of the State of Texas. All rights and remedies of GT shall be cumulative and may be exercised successively or concurrently.
- c. **Compliance.** GT shall comply with all applicable Federal, State and local laws, rules and regulations. And shall:
 - i. Promptly pay, as due, all persons supplying labor and material for the performance of the work outlined in this Contract.
 - ii. Not permit any lien or lien claim to be filed by any supplier, subcontractor or other third party against *Customer's* property on account of any labor or material furnished by GT.
- d. **Independent Contractor.** GT is an independent contractor and will perform the work with or without the use of sub-contractors in completion of the scope of work outlined in this agreement.
- e. **Warranty.** GT will perform its services with the standard of care, skill and diligence customary in the industry in performance of site clearing services. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED.
- f. **Insurance.** GT will maintain Comprehensive General Liability insurance with limits of \$2 million and \$1 million_ per occurrence.

7. **Enite Agreement:** Agreed to:

For "Customer"

For GT

Signature

Date

Signature

Date

Title

Title



11-16-23

Owner



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

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 between Hays County and the Council for the Indigenous and Tejano Community regarding recovery assistance for direct and indirect impacts of COVID-19. **INGALSBE/COHEN**

Summary:

Grant funds can only be used by the Grantee for working capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from shutdowns and other direct and indirect impacts of COVID-19.

Beneficiary agreement will be funded from the Precinct 1 & Precinct 2 revenue loss allocation.

Fiscal Impact:

Amount Requested: \$15,000

Line Item Number: 011-763-99-159.5600_043

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: No

Comments: Contract was budgeted during the FY24 annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes, Project Contributions

New Revenue Y/N?: N/A

Comments:

Attachments

CITCI ARPA Agreement

HAYS COUNTY AMERICAN RESCUE PLAN RECOVERY GRANT AGREEMENT

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

This Agreement is entered into by and between Hays County (“Hays County”) and Council for the Indigenous and Tejano Community (Beneficiary”), located at P.O. Box 3419, San Marcos, TX 78667 on the date below written.

SECTION 1 – FUNDING

The parties acknowledge that funding for this Agreement comes solely as a grant made of a sum not to exceed \$15,000.00 in funds received from Hays County allocation of American Rescue Plan (ARP) State and Local Fiscal Recovery Fund (SLFRF), CSLFRF Assistance Listing Number Hays County ALN 21.027. As such, ARP funding must be administered by Hays County for utilization in accordance with eligible ARP activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARP. Hays County does not have any obligation or commitment whatsoever (1) to provide Beneficiary with funds from any other source, or (2) to provide any sum in excess of the amount above set forth allocated hereunder by Hays County. Any public mention of the Grant shall acknowledge Hays County as Funder. Printed copies of said acknowledgement shall be provided to Hays County.

SECTION 2 - EXPENDITURES ELIGIBLE FOR GRANT

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

SECTION 3 – BENEFICIARY REPRESENTATIONS AND OBLIGATIONS

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

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

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

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

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

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

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

SECTION 4 - NONDISCRIMINATION CLAUSE

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

SECTION 5 – MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6 – PAYMENT

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

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

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

BENEFICIARY: Council for the Indigenous and Tejano Community

Owner Name: Gina Alba-Rogers

Owner Title: Chairperson

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____

**SUPPLEMENT OF FEDERALLY REQUIRED CONTRACT PROVISIONS PURSUANT
TO THE AMERICAN RESCUE PLAN ACT**

EXHIBIT B

The County of Hays (the “County”) is the recipient of American Rescue Plan Act (“ARPA”) funds from the United States Department of the Treasury (the “U.S. Treasury”). The County will be utilizing ARPA funds to pay for eligible expenses incurred under an agreement dated as of August 22, 2023, by and between the Agency and the County (the “Agreement”). Since the County will be utilizing ARPA funds to pay for expenses incurred under the Agreement, the Subrecipient shall comply with the following federally required supplementary conditions (the “Supplementary Conditions”) which are hereby incorporated into the Agreement.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of these Supplementary Conditions.

SUPPLEMENTARY CONDITIONS

The following terms and conditions apply to the Agreement.

GENERAL CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement and/or Supplementary Conditions shall forthwith be supplemented to make such insertion or correction.
2. **STATUTORY AND REGULATORY COMPLIANCE.** Subrecipient shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of ARPA funds and/or set forth certain cost principles, including the allowability of certain expenses.
3. **BREACH OF CONTRACT TERMS.** The County reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Subrecipient or any of its subcontractors violate or breach any Agreement term. If the Subrecipient or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
4. **ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS.** The Subrecipient must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow County to comply with the applicable regulations governing use of the ARPA funds, including, but not limited to, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit. The Subrecipient, and, if applicable, subcontractors, shall only use ARPA funds for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, Section 35(b) of the ARPA Interim Final Rule (and final rule when effective), and all other applicable laws and regulations governing the use of ARPA funds.

5. RECORDS AND REPORTING REQUIREMENTS. The Subrecipient shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the County under the Agreement (the “Records”) consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records in accordance with Section 16 below. The County and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Subrecipient within the County of Hays or, if no such office is available, at a mutually agreeable and reasonable venue within the County of Hays, for the term specified above for the purposes of inspection, auditing and copying. Nothing contained herein shall diminish, or in any way adversely affect, the County’s right to discovery in any pending or future litigation. The Subrecipient shall complete and submit all reports, in such form and according to such schedule, as may be required by the County. The Subrecipient shall cooperate with all County efforts to comply with ARPA related requirements and regulations pertaining to recordkeeping and reporting.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the U.S. Treasury.

7. DEBARMENT AND SUSPENSION. The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Subrecipient is required to verify that the Subrecipient and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Subrecipient must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. CONFLICTS OF INTEREST. The Subrecipient shall notify the County as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that the County is able to assess such actual or potential conflict. The Subrecipient shall provide the County any additional information necessary for the County to fully assess and address such actual or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by the County, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by

the County, Subrecipient shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

9. SUBCONTRACTING. The Subrecipient represents to the County that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under the Agreement. The Subrecipient will include these Supplementary Conditions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. ASSIGNABILITY. The Subrecipient shall not assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the County.

11. INDEMNIFICATION. The Subrecipient shall indemnify, defend, and hold harmless the County and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Subrecipient in the performance of the services called for in the Agreement.

12. TERMINATION. If the Agreement does not include termination provisions elsewhere, the following termination provisions apply:

A. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner his obligations under the Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Subrecipient under the Agreement shall, at the option of the County, become the County's property and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the County from the Subrecipient is determined.

B. **TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).** The County may terminate the Agreement at any time by giving at least ten (10) days' notice in writing to the Subrecipient. If the Agreement is terminated by the County as provided herein, the Subrecipient will be paid for the time provided and expenses incurred up to the termination date.

13. LOBBYING (Applicable to Agreements exceeding \$100,000). The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

15. AUDIT / ACCESS TO RECORDS. The County, U.S. Treasury, the Comptroller General of the United States, the Office of the Hays County Auditor, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subrecipient which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Subrecipient's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and County guidelines. The Subrecipient agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the County's right to audit and/or access Subrecipient records that may be provided under the Agreement.

16. MAINTENANCE/RETENTION OF RECORDS. Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of ARPA funds to the

County that are applicable to the Agreement or for the period provided in other applicable laws and program requirements, such as 2 C.F.R. Part 200, (ii) for six (6) years after the closeout of the Agreement, (iii) for the minimum retention period that may be provided under the Agreement, or (iv) as long as required by state law, whichever may be longer.

17. COPYRIGHT. Any creative or literary work developed or commissioned by the Subrecipient with ARPA funding provided by the County under the Agreement shall become the property of the County, entitling the County to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them or if the ARPA funding provisions provide otherwise.

A. If the County shares its right to copyright such work with the Subrecipient, the County and U.S. Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed using ARPA funding provided by the County under the Agreement; and (b) any rights of copyright to which the Subrecipient, sub-Subrecipient, or a Subrecipient purchases ownership with ARPA funding support provided by the County under the Agreement.

B. The Subrecipient shall submit one copy of all reports and publications resulting from the Agreement to the County within thirty (30) calendar days of completion. Any document generated pursuant to the ARPA funding must contain the following language:

“This project was supported by ARPA funding administered by the County of Hays, Texas and the U.S. Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the County of Hays, New York or the U.S. Department of the Treasury.”

18. COUNTY SEAL, LOGO, AND FLAGS. The Subrecipient shall not use the County seal(s), logos, crests, or reproductions of flags or likenesses of County agency officials without specific County pre-approval.

19. NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to the Agreement or these Supplementary Conditions and is not subject to any obligations or liabilities to the County, Subrecipient, or any other party pertaining to any matter resulting from the Agreement.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient’s actions pertaining to the Agreement.

21. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- A. The Subrecipient and/or applicable subcontractor is prohibited from obligating or expending loan or grant funds to:
1. procure or obtain;
 2. extend or renew a contract to procure or obtain; or
 3. enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - II. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- B. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C. The Subrecipient and/or applicable subcontractor’s attention is directed to Public Law 115–232, section 889 for additional information.

- D. The Subrecipient and/or applicable subcontractor's attention is directed to 2 CFR § 200.471.

22. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. As appropriate and to the extent consistent with law, the Subrecipient and applicable subcontractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

23. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Subrecipient will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200. Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in these Supplementary Conditions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The County may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Subrecipient will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

24. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Subrecipient shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate.

25. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Subrecipient agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.

26. AGE DISCRIMINATION ACT OF 1975. The Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

27. NONDISCRIMINATION. The Subrecipient shall comply with all federal, state, and local statutory, regulatory and constitutional non-discrimination provisions. Except as otherwise provided under 41 CFR Part 60, if the Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Subrecipient shall comply with and must include in each non-exempt subcontract the following equal opportunity clause provided under 41 CFR

§ 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor":

- A. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.
- D. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of

Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- G. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of these Supplementary Conditions or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Subrecipient will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; *provided*, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director (as such term is defined below) pursuant to and as referenced in 41 C.F.R. 60-4.6 and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive Order 11246. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

29. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Subrecipient shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

- A. The Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
1. Recruitment, advertising, and job application procedures;
 2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 3. Rates of pay or any other form of compensation and changes in compensation;
 4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 5. Leaves of absence, sick leave, or any other leave;
 6. Fringe benefits available by virtue of employment, whether or not administered by the Subrecipient;
 7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 8. Activities sponsored by the Subrecipient including social or recreational programs; and
 9. Any other term, condition, or privilege of employment.
- B. The Subrecipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
- C. In the event of the Subrecipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
- D. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subrecipient's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subrecipient must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subrecipient may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Subrecipient will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subrecipient is bound by the terms of section 503 of the Rehabilitation Act of 1973, as

amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

- F. The Subrecipient will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act of 1973, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Sponsor:

Commissioner Shell

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Pet Prevent A Litter (PALS) regarding recovery assistance for direct and indirect impacts of COVID-19. **SHELL/INGALSBE/COHEN**

Summary:

Grant funds can only be used by the Grantee for working capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from shutdowns and other direct and indirect impacts of COVID-19.

Beneficiary agreement will be funded from the Precinct 1 (\$10k), Precinct 2 (\$5k), and Precinct 3 (\$10k) revenue loss allocation.

Fiscal Impact:

Amount Requested: \$25,000

Line Item Number: 011-763-99-159.5600_042

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: No

Comments: Contract was budgeted during the FY24 annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes, Project Contributions

New Revenue Y/N?: N/A

Comments:

Attachments

PALS ARPA Agreement

HAYS COUNTY AMERICAN RESCUE PLAN RECOVERY GRANT AGREEMENT

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

This Agreement is entered into by and between Hays County (“Hays County”) and Pet Prevent A Litter (Beneficiary”), located at P.O. Box 401 San Marcos, TX 78667 on the date below written.

SECTION 1 – FUNDING

The parties acknowledge that funding for this Agreement comes solely as a grant made of a sum not to exceed \$25,000.00 in funds received from Hays County allocation of American Rescue Plan (ARP) State and Local Fiscal Recovery Fund (SLFRF), CSLFRF Assistance Listing Number Hays County ALN 21.027. As such, ARP funding must be administered by Hays County for utilization in accordance with eligible ARP activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARP. Hays County does not have any obligation or commitment whatsoever (1) to provide Beneficiary with funds from any other source, or (2) to provide any sum in excess of the amount above set forth allocated hereunder by Hays County. Any public mention of the Grant shall acknowledge Hays County as Funder. Printed copies of said acknowledgement shall be provided to Hays County.

SECTION 2 - EXPENDITURES ELIGIBLE FOR GRANT

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

SECTION 3 – BENEFICIARY REPRESENTATIONS AND OBLIGATIONS

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

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

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

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

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

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

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

SECTION 4 - NONDISCRIMINATION CLAUSE

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

SECTION 5 – MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6 – PAYMENT

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

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

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

BENEFICIARY: Pet Prevent A Litter

Owner Name: Lauren Foye

Owner Title: President

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____

**SUPPLEMENT OF FEDERALLY REQUIRED CONTRACT PROVISIONS PURSUANT
TO THE AMERICAN RESCUE PLAN ACT**

EXHIBIT B

The County of Hays (the “County”) is the recipient of American Rescue Plan Act (“ARPA”) funds from the United States Department of the Treasury (the “U.S. Treasury”). The County will be utilizing ARPA funds to pay for eligible expenses incurred under an agreement dated as of August 22, 2023, by and between the Agency and the County (the “Agreement”). Since the County will be utilizing ARPA funds to pay for expenses incurred under the Agreement, the Subrecipient shall comply with the following federally required supplementary conditions (the “Supplementary Conditions”) which are hereby incorporated into the Agreement.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of these Supplementary Conditions.

SUPPLEMENTARY CONDITIONS

The following terms and conditions apply to the Agreement.

GENERAL CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement and/or Supplementary Conditions shall forthwith be supplemented to make such insertion or correction.
2. **STATUTORY AND REGULATORY COMPLIANCE.** Subrecipient shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of ARPA funds and/or set forth certain cost principles, including the allowability of certain expenses.
3. **BREACH OF CONTRACT TERMS.** The County reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Subrecipient or any of its subcontractors violate or breach any Agreement term. If the Subrecipient or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
4. **ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS.** The Subrecipient must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow County to comply with the applicable regulations governing use of the ARPA funds, including, but not limited to, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit. The Subrecipient, and, if applicable, subcontractors, shall only use ARPA funds for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, Section 35(b) of the ARPA Interim Final Rule (and final rule when effective), and all other applicable laws and regulations governing the use of ARPA funds.

5. RECORDS AND REPORTING REQUIREMENTS. The Subrecipient shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the County under the Agreement (the “Records”) consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records in accordance with Section 16 below. The County and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Subrecipient within the County of Hays or, if no such office is available, at a mutually agreeable and reasonable venue within the County of Hays, for the term specified above for the purposes of inspection, auditing and copying. Nothing contained herein shall diminish, or in any way adversely affect, the County’s right to discovery in any pending or future litigation. The Subrecipient shall complete and submit all reports, in such form and according to such schedule, as may be required by the County. The Subrecipient shall cooperate with all County efforts to comply with ARPA related requirements and regulations pertaining to recordkeeping and reporting.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the U.S. Treasury.

7. DEBARMENT AND SUSPENSION. The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Subrecipient is required to verify that the Subrecipient and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Subrecipient must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. CONFLICTS OF INTEREST. The Subrecipient shall notify the County as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that the County is able to assess such actual or potential conflict. The Subrecipient shall provide the County any additional information necessary for the County to fully assess and address such actual or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by the County, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by

the County, Subrecipient shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

9. SUBCONTRACTING. The Subrecipient represents to the County that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under the Agreement. The Subrecipient will include these Supplementary Conditions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. ASSIGNABILITY. The Subrecipient shall not assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the County.

11. INDEMNIFICATION. The Subrecipient shall indemnify, defend, and hold harmless the County and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Subrecipient in the performance of the services called for in the Agreement.

12. TERMINATION. If the Agreement does not include termination provisions elsewhere, the following termination provisions apply:

- A. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner his obligations under the Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Subrecipient under the Agreement shall, at the option of the County, become the County's property and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the County from the Subrecipient is determined.
- B. **TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).** The County may terminate the Agreement at any time by giving at least ten (10) days' notice in writing to the Subrecipient. If the Agreement is terminated by the County as provided herein, the Subrecipient will be paid for the time provided and expenses incurred up to the termination date.

13. LOBBYING (Applicable to Agreements exceeding \$100,000). The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

15. AUDIT / ACCESS TO RECORDS. The County, U.S. Treasury, the Comptroller General of the United States, the Office of the Hays County Auditor, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subrecipient which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Subrecipient's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and County guidelines. The Subrecipient agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the County's right to audit and/or access Subrecipient records that may be provided under the Agreement.

16. MAINTENANCE/RETENTION OF RECORDS. Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of ARPA funds to the

County that are applicable to the Agreement or for the period provided in other applicable laws and program requirements, such as 2 C.F.R. Part 200, (ii) for six (6) years after the closeout of the Agreement, (iii) for the minimum retention period that may be provided under the Agreement, or (iv) as long as required by state law, whichever may be longer.

17. COPYRIGHT. Any creative or literary work developed or commissioned by the Subrecipient with ARPA funding provided by the County under the Agreement shall become the property of the County, entitling the County to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them or if the ARPA funding provisions provide otherwise.

A. If the County shares its right to copyright such work with the Subrecipient, the County and U.S. Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed using ARPA funding provided by the County under the Agreement; and (b) any rights of copyright to which the Subrecipient, sub-Subrecipient, or a Subrecipient purchases ownership with ARPA funding support provided by the County under the Agreement.

B. The Subrecipient shall submit one copy of all reports and publications resulting from the Agreement to the County within thirty (30) calendar days of completion. Any document generated pursuant to the ARPA funding must contain the following language:

“This project was supported by ARPA funding administered by the County of Hays, Texas and the U.S. Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the County of Hays, New York or the U.S. Department of the Treasury.”

18. COUNTY SEAL, LOGO, AND FLAGS. The Subrecipient shall not use the County seal(s), logos, crests, or reproductions of flags or likenesses of County agency officials without specific County pre-approval.

19. NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to the Agreement or these Supplementary Conditions and is not subject to any obligations or liabilities to the County, Subrecipient, or any other party pertaining to any matter resulting from the Agreement.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient’s actions pertaining to the Agreement.

21. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- A. The Subrecipient and/or applicable subcontractor is prohibited from obligating or expending loan or grant funds to:
1. procure or obtain;
 2. extend or renew a contract to procure or obtain; or
 3. enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - II. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- B. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C. The Subrecipient and/or applicable subcontractor’s attention is directed to Public Law 115–232, section 889 for additional information.

- D. The Subrecipient and/or applicable subcontractor's attention is directed to 2 CFR § 200.471.

22. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. As appropriate and to the extent consistent with law, the Subrecipient and applicable subcontractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

23. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Subrecipient will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200. Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in these Supplementary Conditions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The County may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Subrecipient will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

24. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Subrecipient shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate.

25. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Subrecipient agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.

26. AGE DISCRIMINATION ACT OF 1975. The Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

27. NONDISCRIMINATION. The Subrecipient shall comply with all federal, state, and local statutory, regulatory and constitutional non-discrimination provisions. Except as otherwise provided under 41 CFR Part 60, if the Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Subrecipient shall comply with and must include in each non-exempt subcontract the following equal opportunity clause provided under 41 CFR

§ 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor":

- A. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.
- D. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of

Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- G. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of these Supplementary Conditions or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Subrecipient will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; *provided*, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director (as such term is defined below) pursuant to and as referenced in 41 C.F.R. 60-4.6 and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive Order 11246. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

29. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Subrecipient shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

- A. The Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
1. Recruitment, advertising, and job application procedures;
 2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 3. Rates of pay or any other form of compensation and changes in compensation;
 4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 5. Leaves of absence, sick leave, or any other leave;
 6. Fringe benefits available by virtue of employment, whether or not administered by the Subrecipient;
 7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 8. Activities sponsored by the Subrecipient including social or recreational programs; and
 9. Any other term, condition, or privilege of employment.
- B. The Subrecipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
- C. In the event of the Subrecipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
- D. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subrecipient's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subrecipient must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subrecipient may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Subrecipient will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subrecipient is bound by the terms of section 503 of the Rehabilitation Act of 1973, as

amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

- F. The Subrecipient will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act of 1973, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Shari Miller

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize the execution of a contract between Hays County and Texas Association of Counties pursuant to RFP 2023-P11 Property & Liability Insurance. **BECERRA/MILLER**

Summary:

On October 24, 2023, the Court awarded RFP 2023-P11 Property & Liability Insurance to Texas Association of Counties to provide property and liability insurance for Hays County. This contract does not include property at this time, as the current property coverage is through June 30, 2024. Texas Association of Counties will issue a short-term property policy starting July 1, 2024 - November 14, 2024, that will be brought back to court for execution.

Fiscal Impact:

Amount Requested: Per bid terms

Line Item Number: 001-645-00.5340

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Proposal 2023-P11 Property & Liability Insurance

Auditor's Office

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

Comments: N/A

Attachments

(PE) RFP 2023-P11 - Policy



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Liability Contribution & Coverage Declarations - Proposal

Member: Hays County

Coverage Period: November 15, 2023 through November 15, 2024

**APD - quote includes criteria
for all vehicles 2019 and newer
and high value vehicles**

This proposal Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

AUTO LIABILITY	Limits of Liability	Deductible Per Occurrence	Contribution	Select Coverage
Bodily Injury Liability - Each Person	\$100,000	\$1,000	\$118,417	<input type="checkbox"/>
Bodily Injury Liability - Each Accident	\$300,000			
Property Damage Liability - Each Accident	\$100,000			
Included Coverage				
Personal Injury Protection	\$5,000	No deductible	Included	
Optional Coverage				
Uninsured / Underinsured Motorist	\$30k/\$60k/\$25k	\$250	\$14,240	<input type="checkbox"/>
AUTO LIABILITY CONTRIBUTION			\$132,657	

AUTO PHYSICAL DAMAGE	Limits of Liability	Deductible Per Covered Auto	Contribution	Select Coverage
Comprehensive Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$2,500	\$48,975	<input type="checkbox"/>
Collision Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$2,500		
AUTO PHYSICAL DAMAGE CONTRIBUTION			\$48,975	

GENERAL LIABILITY		Limits of Liability	Deductible Per Occurrence	Contribution	Select Coverage
Bodily Injury Liability - Each Person		\$100,000	\$10,000	\$32,973	<input type="checkbox"/>
Bodily Injury Liability - Each Accident		\$300,000			
Property Damage Liability - Each Accident		\$100,000			
Included Coverage					
Personal and Advertising Injury Liability		\$100,000 \$300,000	\$10,000	Included	
Per Person					
Per Offense / Aggregate					
Crisis Management		\$100,000	\$10,000	Included	
Employee Benefits Liability		\$500,000	\$1,000	Included	
Garage Keeper’s Legal Liability		\$50,000	\$1,000	Included	
Optional Coverage					
Unmanned Aircraft	Number of Unmanned Aircraft: 25	Per Endorsement	\$10,000	Included	<input type="checkbox"/>
GENERAL LIABILITY CONTRIBUTION				\$32,973	

LAW ENFORCEMENT LIABILITY		Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Select Coverage
Law Enforcement Liability		Full Prior Acts	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$25,000	\$208,699	<input type="checkbox"/>
Optional Coverage						
District Judge		04/02/2006	Per Endorsement		\$4,174	<input type="checkbox"/>
District Attorney		11/15/2012	Per Endorsement		\$4,174	<input type="checkbox"/>
Unmanned Aircraft	Number of Unmanned Aircraft: 25	11/15/2016	Per Endorsement		\$18,750	<input type="checkbox"/>
Covered Law Enforcement Departments or Agency						
Hays County Attorney's Office Hays County Constable's Offices Hays County Employees Of The District Attorney's Office Hays County Juvenile Probation Department Hays County Sheriff's Office Hays County Juvenile Center Hays County Fire Marshal						
LAW ENFORCEMENT LIABILITY CONTRIBUTION					\$235,797	

PUBLIC OFFICIALS LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Select Coverage
Public Officials Liability	Full Prior Acts	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$10,000	\$104,526	<input type="checkbox"/>
Privacy or Security Event Liability and Expense Coverage	11/15/2023	\$1,000,000 General Aggregate	\$10,000		<input type="checkbox"/>
Optional Coverage					
District Judge	11/15/2012	Per Endorsement		\$2,091	<input type="checkbox"/>
District Attorney	11/15/2012	Per Endorsement		\$2,091	<input type="checkbox"/>
Split Coverage Retroactive Coverage Dates					
Privacy or Security Event Liability and Expense Coverage	11/15/2017	\$2,000,000 General Aggregate			
Privacy or Security Event Liability and Expense Coverage	05/01/2015	\$1,000,000 General Aggregate			
PUBLIC OFFICIALS LIABILITY CONTRIBUTION				\$108,707	
TOTAL CONTRIBUTIONS				\$559,109	

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties
Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Property Appraisal: Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Split Retroactive Coverage Dates: Means the period of time between the Split Retroactive Coverage Dates shown on the CCD and the Retroactive Date shown on the CCD.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

COVERAGE ACCEPTANCE

Acceptance is not valid unless received by Texas Association of Counties Risk Management Pool not later than 60 days from the proposal date, unless extension is granted by the Pool.

Coverage is subject to receipt of the signed Interlocal Participation Agreement and completed Proposal. Failure to disclose to the Pool known, past, present and potential claims, may result in termination of coverage.



Authorized signature

11/16/2023

Date

Signature of County Judge Date
(or presiding official)

Auto Schedule - Proposal

Member: Hays County
Coverage Period: November 15, 2023 to November 15, 2024

☒ Personal Injury Protection
☒ Uninsured / Underinsured Motorist

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
378	2015	CHEVROLET	SILVERADO	1GC1CUEG0FF564603	Animal Control	\$48,236	X				
429	2015	CHEVROLET	SILVERADO	1GC1CUEG1FF563461	18943 - Animal	\$48,236	X				
Department: Animal Control								Total Number of Vehicles: 2			
618	2018	FORD	TRANSIT CONNECT	NM0LS6E75J1368361		\$0	X				
820	2023	CHEVROLET	TAHOE	1GN5CMKD9PR182205		\$53,482	X	X	X		
Department: Computer / Information Systems								Total Number of Vehicles: 2			
11	2005	DODGE	DURANGO	1DNHD38N55F577378		\$100	X				
245	2008	DODGE	CHARGER	2B3KA43G38H180637		\$100	X				
265	2007	DODGE	CHARGER	2B3KA43R07H714595		\$100	X				
272	2007	DODGE	CHARGER	2B3KA43R47H714597		\$100	X				
275	2007	DODGE	CHARGER SE	2B3KA43R67H714598		\$100	X				
281	2008	DODGE	CHARGER	2B3KA43R88H180635		\$25,000	X				
807	2022	FORD	EXPLORER	1FMSK7BK0NGC24510		\$30,761	X	X	X		
808	2022	FORD	EXPLORER	1FMSK7BH4NGC24557		\$30,761	X	X	X		
830	2022	FORD	ESCAPE	1FMCU0G65NUB12588		\$21,338	X	X	X		
831	2022	FORD	ESCAPE	1FMCU0G62NUB08773		\$21,338	X	X	X		
832	2023	FORD	ESCAPE	1FMCU0FNXP0A07668		\$25,074	X	X	X		
844	2023	FORD	ESCAPE	1FMCU0FN4PUA07892		\$30,211	X	X	X		
Department: District Attorney								Total Number of Vehicles: 12			
41	2003	FORD	EXPLORER	1FMZU62K83ZA76753		\$20,804	X				
53	2003	FORD	E-150 VAN	1FTRE14283HA96797		\$100	X				
90	2010	CHEVROLET	PICK UP	1GC4CZBG2AF123241		\$0	X				
139	2009	CHEVROLET	TAHOE	1GNEC03099R158569		\$27,997	X				
172	2012	CHEVROLET	TAHOE	1GNLCE07CR204469		\$26,992	X				

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
478	2016	CHEVROLET	TAHOE	1GNLCDEC3GR236783		\$0	X				
519	1990	BMV	CARGO TRUCK	2302329		\$0	X				
644	2004	FREIGHTLINER	HAZMAT VEHICLE	1FVACYDJ85HN93827		\$42,813	X	X	X		X
696	2020	OTHER	DSTX VAN	7JKBE1212LH002621		\$36,620	X	X	X		
704	2020	OTHER	SOLARTECH MB1548 TRAILER	4GM2M1511L1416393		\$17,450	X	X	X		
705	2020	OTHER	SOLARTECH MB1548 TRAILER	4GM2M151XL1416392		\$17,450	X	X	X		
706	2017	FARBER	E450	1FDXE4FS3HDC37419		\$200,000	X	X	X		X
779	2022	OTHER	SALVATION TRAILER	7GG1U162XNW017833		\$5,000	X	X	X		
780	2022	FORD	F350	1FT8W3BTXNEC92986		\$65,000	X	X	X		
792	2014	FORD	F350	1FT8W3B69EEA22562		\$0	X				
827	2023	OTHER	CONTINENTAL CARGO TRAILER	5NHULV214PY047536		\$4,599	X	X	X		
Department: Emergency Management							Total Number of Vehicles: 16				
7	2012	CHEVROLET	TAHOE	1GNLC2E01CR319195		\$0	X				
94	2009	CHEVROLET	TRUCK	1GCCS199598131177		\$0	X				
97	2007	CHEVROLET	SILVERADO PICK UP	1GCEC19C07Z545444		\$18,494	X				
106	2002	CHEVROLET	PICKUP	1GCEC19V02Z296198		\$19,052	X				
345	2005	CHEVROLET	PICKUP	2GCEC19V551264764		\$100	X				
465	2016	CHEVROLET	SILVERADO	1GCRCHNEH4GZ144716		\$0	X				
756	2021	CHEVROLET	SILVERADO 1500	1GCRWAEH4MZ273129		\$27,390	X	X	X		
810	2022	FORD	F150	1FTMF1CB4NKF09412		\$35,159	X	X	X		
Department: Environmental							Total Number of Vehicles: 8				
411	2004	CHEVROLET	SILVERADO	1GCEC19V34Z248827	13366	\$0	X				
463	2016	CHEVROLET	TAHOE	1GNLCDEC7GR151283		\$0	X				
Department: Fire Marshal							Total Number of Vehicles: 2				
63	2008	FORD	RANGER	1FTYR14U28PA55919		\$12,399	X				
512	2007	DODGE	CHARGER	2B3KA43G27H757916		\$0	X				
802	2022	FORD	ESCAPE	1FMCU0G62NUB08465		\$21,338	X	X	X		
803	2022	FORD	ESCAPE	1FMCU0G68NUB12813		\$21,338	X	X	X		
Department: Health Services							Total Number of Vehicles: 4				
25	2009	FORD	E350	1FBNE31L19DA85720		\$0	X				
59	2003	FORD	F150	1FTRX17W83NA81985	8207	\$19,706	X				
79	2005	CHEVROLET	VAN	1GAHG35U251234369		\$100	X				
142	2012	CHEVROLET	TRAVERSE	1GNKREEDXCJ360468		\$24,462	X				
143	2014	CHEVROLET	TRAVERSE	1GNKRFEDXEJ308184	15566	\$24,560	X				

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
240	2009	DODGE	CHARGER	2B3KA43DX9H589337		\$15,081	X				
266	2008	DODGE	CHARGER	2B3KA43R08H180628		\$15,081	X				
278	2007	DODGE	CHARGER SE	2B3KA43R77H714593		\$100	X				
280	2007	DODGE	CHARGER	2B3KA43R87H714604		\$100	X				
302	2008	DODGE	WAGON	2D8HN44H58R657035		\$100	X				
335	2006	FORD	CROWN VICTORIA	2FAFP73V96X112429		\$100	X				
336	2001	FORD	WINDSTAR	2FMZA574X1BB17087		\$100	X				
459	2015	CHEVROLET	PICKUP	3GCPCEH2FG216059		\$25,000	X				
520	2017	CHEVROLET	TRAVERSE	1GNKRGKD3HJ209169		\$0	X				
579	2018	DODGE	CARAVAN SE	2C4RDGBG5JR176483		\$0	X				
635	2018	DODGE	GRAND CARAVAN	2C4RDGBG3JR340376		\$0	X				
791	2021	DODGE	CHARGER	2C3CDXAT6MH666367		\$26,008	X	X	X		
817	2023	NISSAN	PATHFINDER	5N1DR3BD8PC224100		\$19,802	X	X	X		
Department: Juvenile Department							Total Number of Vehicles: 18				
15	2011	DODGE	RAM	1D7RB1GP4BS609079		\$0	X				
33	2006	FORD	EXPLORER	1FMPU15576LA54038		\$100	X				
44	2011	FORD	RANGER PICK UP	1FTKR1ED88PA12388		\$0	X				
93	2009	CHEVROLET	TRUCK	1GCCS199598130725		\$0	X				
685	2017	OTHER	WACKER NEUSON PT6LT 6" WATER PUMP TRAILER	24394708		\$43,306	X	X	X		X
726	2021	CHEVROLET	SILVERADO 1500	1GCRWAEH2MZ272402		\$27,390	X	X	X		
729	2021	CHEVROLET	SILVERADO 1500	1GCRWAEH4MZ273650		\$27,390	X	X	X		
739	2021	CHEVROLET	SILVERADO 1500	1GCRWAEH4MZ272238		\$27,390	X	X	X		
Department: Maintenance							Total Number of Vehicles: 8				
277	2008	DODGE	CHARGER	2B3KA43R68H180634		\$0	X				
586	2018	DODGE	GRAND CARAVAN SE	2C4RDGBG7JR176484		\$0	X				
800	2022	FORD	ESCAPE	1FMCU0G63NUB12685	55	\$21,338	X	X	X		
801	2022	FORD	ESCAPE	1FMCU0G64NUB12646	66	\$21,338	X	X	X		
805	2022	FORD	ESCAPE	1FMCU0G62NUB12158		\$21,338	X	X	X		
Department: Motor Pool							Total Number of Vehicles: 5				
134	2010	CHEVROLET	PICK UP	1GCSCPEA0AZ143618		\$0	X				
758	2021	CHEVROLET	SILVERADO 1500	1GCRWAEHXMZ271613		\$27,390	X	X	X		

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
766	2021	CHEVROLET	SILVERADO 1500	1GCRWAEH9MZ273188		\$48,579	X	X	X		
771	2021	CHEVROLET	SILVERADO 1500	1GCRWAEH4MZ272949		\$27,390	X	X	X		
796	2022	OTHER	TOP HAT UTILITY TRAILER	4R7BU1215NN222491		\$2,500	X	X	X		
Department: Parks and Recreation							Total Number of Vehicles: 5				
252	2008	DODGE	CHARGER	2B3KA43G68H180650		\$20,013	X				
303	2011	FORD	CROWN VICTORIA	2FABP7BVXB120534		\$0	X				
381	2015	FORD	EXPLORER	1FM5K8AR7FGB52087		\$0	X				
474	2016	FORD	EXPLORER	1FM5K8AR5GGB65647		\$0	X				
511	2007	DODGE	CHARGER	2B3KA43GX7H770414		\$0	X				
541	2017	FORD	EXPLORER	1FM5K8AR0HGC34651		\$53,212	X				
624	2018	FORD	EXPLORER POLICE	1FM5K8ARXJGB12885		\$42,813	X				
625	2018	FORD	EXPLORER POLICE	1FM5K8AR2JGB00116		\$42,813	X				
630	2018	FORD	EXPLORER POLICE	1FM5K8AR5JGB12888		\$42,813	X				
657	2005	FORD	CROWN VICTORIA	2FAFP71W45X129858		\$0	X				
747	2021	DODGE	CHARGER	2C3CDXAT2MH528311		\$42,339	X	X	X		
764	2020	FORD	EXPLORER	1FM5K8AB8LGC93006		\$48,579	X	X	X		
Department: Precinct 1, Constable							Total Number of Vehicles: 12				
364	2009	HONDA	MOTORCYCLE	JH2SC51779K600094		\$14,099	X				
403	2015	DODGE	DURANGO	3C6RR6KT2FG567331		\$0	X				
472	2016	DODGE	RAM	3C6RR6KT6GG224913		\$0	X				
521	2017	DODGE	RAM	1C6RR6KT1HS596816		\$0	X				
636	2018	FORD	EXPLORER	1FM5K8AR4JGB00117		\$0	X				
637	2018	FORD	EXPLORER	1FM5K8AR4JGB00119		\$0	X				
658	2018	FORD	EXPLORER INTERCEPTOR	1FM5K8AR6JGB00118		\$0	X				
691	2020	HARLEY DAVIDSON	FLH	1HD1FMP13LB629087		\$32,000	X	X	X		X
734	2021	FORD	EXPLORER	1FM5K8AB0MGB24843		\$48,579	X	X	X		
735	2020	FORD	EXPLORER	1FM5K8AB8LGC15132		\$48,579	X	X	X		
736	2021	FORD	EXPLORER	1FM5K8AB2MGB24844		\$48,579	X	X	X		
Department: Precinct 2, Constable							Total Number of Vehicles: 11				
138	2002	CHEVROLET	TAHOE	1GNEC03037R409907		\$0	X				
243	2008	DODGE	CHARGER	2B3KA43G18H180636		\$100	X				
249	2008	DODGE	CHARGER	2B3KA43G58H180638		\$20,041	X				
458	2014	FORD	F150	1FTFW1CF3EKF79205		\$0	X				

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
464	2015	FORD	F150	1FTEX1CF2FKE89764		\$0	X				
525	2017	FORD	F150	1FTEW1EFXHKC30667		\$0	X				
535	2012	FORD	F150	1FTFW1CF9CKD30288		\$33,291	X				
695	2019	FORD	F150 POLICE RESPONDER	1FTEW1P4XLKE10803		\$48,579	X	X	X		
728	2018	FORD	F150	1FTMF1E53JKD86669		\$48,579	X				
743	2018	FORD	F150	1FTMF1E5XJKD86667		\$0	X				
751	2018	FORD	F150	1FTMF1E51JKD86668		\$0	X				
834	2023	CHEVROLET	TAHOE	1GNSCLE2PR204650		\$69,340	X	X	X		
Department: Precinct 3, Constable							Total Number of Vehicles: 12				
22	2009	DODGE	DURANGO	1D8HD39PX9F710352		\$19,689	X				
410	2015	CHEVROLET	TAHOE	1GNLC2EC8FR268227		\$49,911	X				
481	2016	FORD	EXPLORER	1FM5K8AR5GGB97014		\$0	X				
567	2017	FORD	EXPLORER	1FM5K8AR9HGC34650		\$34,704	X				
639	2018	FORD	EXPLORER	1FM5K8AR4JGB12881		\$0	X				
640	2018	FORD	EXPLORER	1FM5K8AR7JGB12882		\$0	X				
689	2020	HARLEY DAVIDSON	FLH	1HD1FMP10LB638992		\$32,000	X	X	X		X
690	2020	HARLEY DAVIDSON	FLH	1HD1FMP16LB638995		\$32,000	X	X	X		X
804	2020	FORD	EXPLORER INTERCEPTOR	1FM5K8AB6LGC93103		\$48,579	X	X	X		
809	2022	CHEVROLET	TAHOE	1GNSKLED0NR248808		\$52,160	X	X	X		
816	2022	HARLEY DAVIDSON	FLHTP	1HD1FMP17NB655825		\$31,198	X	X	X		
821	2022	HARLEY DAVIDSON	ROAD KING	1HD1FMP1XNB670441		\$31,198	X	X	X		
Department: Precinct 4, Constable							Total Number of Vehicles: 12				
384	2015	FORD	F150	1FTEW1CF4FKD06111		\$0	X				
545	2017	FORD	EXPLORER	1FM5K8AR2HGC34649		\$53,212	X				
623	2018	FORD	EXPLORER POLICE	1FM5K8AR7JGB12889		\$42,813	X				
638	2018	FORD	EXPLORER	1FM5K8AR7JGB12892		\$0	X				
659	2016	FORD	EXPLORER	1FM5K8AR4GGB43803		\$0	X				
746	2008	DODGE	DURANGO	1D4HD38N6BF130160		\$0	X				
778	2020	HARLEY DAVIDSON	FLH	1HD1FMP14LB654001		\$32,000	X	X	X		
806	2022	HONDA	MOTORCYCLE	JH2SC7909NK400167		\$33,929	X	X	X		X
833	2023	CHEVROLET	TAHOE	1GNSCLEDXPR180338		\$69,340	X	X	X		
Department: Precinct 5, Constable							Total Number of Vehicles: 9				
626	2018	CHEVROLET	SILVERADO	1GB3CYCG7JZ279315		\$42,813	X				
Department: Recycling							Total Number of Vehicles: 1				

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
6	2004	CHEVROLET	SILVERADO	1GCEC14T84Z296944		\$0	X				
65	2012	FREIGHTLINER	TRACTOR	1FUJGBDV5CLBF6353		\$94,333	X				
68	2014	FREIGHTLINER	TRUCK M2106	1FVACXCY8EHFY9224		\$133,310	X	X	X		
70	2010	FREIGHTLINER	TRUCK	1FVHCYBS3ADAU6723		\$0	X				
71	2013	FREIGHTLINER	M2106	1FVHCYBS3DHFH2066	15042	\$94,572	X				
72	2010	FREIGHTLINER	M2 106	1FVHCYBS5ADAU6724		\$0	X				
73	2007	FREIGHTLINER	TRUCK	1FVHCYDJ17DZ14583		\$100	X				
74	2007	FREIGHTLINER	TRUCK	1FVHCYDJ87DZ14581		\$100	X				
75	2007	FREIGHTLINER	TRUCK	1FVHCYDJX7DZ14582		\$100	X				
78	2000	FREIGHTLINER	12 YD DUMP TRUCK	1FVXJJB71DH47919		\$100	X				
81	2004	CHEVROLET	TIRE TRUCK	1GBC4C1214F514515		\$100	X				
83	2013	CHEVROLET	SILVERADO PICKUP TRUCK	1GC1CVCG1DF232143		\$24,287	X				
84	2013	CHEVROLET	SILVERADO PICKUP TRUCK	1GC1CVCG1DF232210		\$24,287	X				
85	2013	CHEVROLET	SILVERADO	1GC1CVCG4DF176117	15043	\$22,840	X				
86	2013	CHEVROLET	SILVERADO	1GC1CVCG7DF173860	15045	\$22,840	X				
87	2013	CHEVROLET	SILVERADO	1GC1CVCG7DF173955	15044	\$22,840	X				
88	2012	CHEVROLET	CHEVROLET	1GC2CVCG3CZ262441		\$0	X				
89	2012	CHEVROLET	CHEVROLET	1GC2CVCG9CZ266302		\$0	X				
91	2009	CHEVROLET	COLORADO	1GCCS199198100346		\$0	X				
96	2007	CHEVROLET	SILVERADO	1GCEC19097Z593160		\$0	X				
98	2009	CHEVROLET	PU EXT CAB	1GCEC19C29Z149745		\$19,961	X				
99	2009	CHEVROLET	PU EXT CAB	1GCEC19C59Z147973		\$19,961	X				
108	2006	CHEVROLET	PICKUP	1GCEC19V26Z203543		\$100	X				
119	2002	CHEVROLET	2500 PICKUP	1GCHC23U12F204536		\$22,487	X				
121	2007	CHEVROLET	SILVERADO	1GCHC24K67E523571		\$100	X				
122	2007	CHEVROLET	SILVERADO	1GCHC24K97E521037		\$100	X				
131	2013	CHEVROLET	SILVERADO PICKUP TRUCK	1GCRCPE09DZ367500		\$23,503	X				
132	2013	CHEVROLET	SILVERADO PICKUP TRUCK	1GCRCPE09DZ368713		\$23,503	X				
133	2012	CHEVROLET	CHEVROLET	1GCRCPEA4CZ175120		\$0	X				
135	2008	GMC	TRUCK	1GDE5E1938F418171		\$45,329	X				
136	2013	FREIGHTLINER	DUMP TRUCK W/BODY	1FVHCYBS1DHFH2065	15041	\$94,572	X				
137	2005	CHEVROLET	BLAZER	1GNCS13X75K109144		\$100	X				
186	1989	INTERNATIONAL	WATER TRUCK	1HSLRDBNXKH683906		\$100	X				
187	2004	INTERNATIONAL	4400SBA 4X2 DUMP TRUCK	1HTMKAAR14H678281		\$54,860	X				

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
188	2004	INTERNATIONAL	4400SBA 4X2 DUMP TRUCK	1HTMKAAR34H678282		\$54,860	X				
189	2004	INTERNATIONAL	4400SBA 4X2 DUMP TRUCK	1HTMKAARX4H678280		\$54,860	X				
190	2005	INTERNATIONAL	4300 TRUCK	1HTMMAAL85H122735		\$0	X				
193	1999	INTERNATIONAL	DUMP TRUCK	1HTSCAAR7XH595012		\$44,293	X				
196	2005	INTERNATIONAL	WATER TRUCK	1HTSDAAL1XH212979		\$17,000	X				
198	1999	INTERNATIONAL	4900 TRUCK	1HTSDAANXXH667119		\$0	X				
199	1990	INTERNATIONAL	WATER TRUCK	1HTSDZ3N8LH659686		\$100	X				
200	2005	INTERNATIONAL	OIL DISTRIBUTOR	1HTZZAAN35J152291		\$100	X				
207	2004	MACK	TRACTOR	1M1AE06Y24N017359		\$100	X				
208	2004	MACK	TRACTOR	1M1AE06Y64N019342		\$100	X				
209	2004	MACK	CX613	1M1AE06YX4N019540		\$54,325	X				
211	2002	MACK	CV713	1M2AG12C42M002287		\$100	X				
212	2002	MACK	CV713	1M2AG12C92M002284		\$100	X				
213	2002	MACK	CV713	1M2AG12C02M002285		\$100	X				
354	2011	CHEVROLET	CHEVROLET	3GCPCPEA8BG207959		\$0	X				
357	2006	OTHER	CPS BOTTOM DUMP	5MC1116217P007640		\$100	X				
358	2006	OTHER	CPS BOTTOM DUMP	5MC1116237P007641		\$100	X				
361	2006	CHEVROLET	3/4T PICKUP	1GCHC24216E239084		\$100	X				
373	2015	CHEVROLET	SILVERADO	1GCRCPEC1FZ328770		\$0	X				
374	2015	CHEVROLET	SILVERADO	1GCRCPECXFZ326841		\$0	X				
375	2015	FORD	F550	1FDUF5GT8FEC27635		\$0	X				
376	2015	FORD	F550	1FDUF5GT9FEC27627		\$0	X				
382	2016	FREIGHTLINER	M2106	1FVHCYCY1GHGW4224		\$101,000	X	X	X		
383	2016	FREIGHTLINER	M2106	1FVHCYCY3GHGW4225		\$100,000	X	X	X		
391	2015	CHEVROLET	SILVERADO	1GCRCPEC2FZ210968	18769	\$0	X				
392	2011	OTHER	INTRSTATE FLATBED EQUIPMENT HAUL TRAILER	1JKPHT700BP011107	17625	\$0	X				
396	2002	CHEVROLET	2500 HD PICKUP TRUCK	1GCGC24U82Z251653	12433	\$0	X				
397	2012	OTHER	INTRSTATE FLATBED TRAILER	1JK00S106CM011837	17775	\$0	X				
415	2015	CHEVROLET	SILVERADO	1GCRCPEC5FZ323832		\$0	X				
416	2016	FREIGHTLINER	POTHOLE PATCHER TRUCK	1FVACYDT7GHGX4504		\$150,000	X	X	X		
418	2015	CHEVROLET	SILVERADO	1GCRCPEC7FZ324920		\$0	X				
419	2015	CHEVROLET	SILVERADO	1GCRCPEC5FZ215047	17711	\$0	X				

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
424	2015	CHEVROLET	SILVERADO	1GC1CUEG0FF546523	17710	\$0	X				
425	2008	OTHER	BELLY DUMP TRAILER	5MC1116238P008192	16485	\$0	X				
427	2008	FREIGHTLINER	DUMP TRUCK	1FVHCYBS38HZ99951	16571	\$0	X				
460	2016	FREIGHTLINER	M2106	1FVHCYCY6GHHE3724	206	\$100,661	X	X	X		
462	2016	OTHER	ETNYRE LOWBOY TRAILER	1E9319821GE111044		\$87,701	X	X	X		
473	2016	CHEVROLET	SILVERADO	1GC1CUEG6GF148637		\$0	X				
476	2016	CHEVROLET	SILVERADO	1GC1CUEG7GF147125		\$0	X				
477	2016	CHEVROLET	SILVERADO	1GCRCNEC4GZ200352		\$0	X				
503	2016	FREIGHTLINER	TRUCK M21	1FVACXDT7GHHU2570		\$100,000	X	X	X		
507	2017	KENWORTH	TRACTOR TRAILER	3BKJHM7X5HF581473		\$202,000	X	X	X		
508	2016	CHEVROLET	SILVERADO	1GCRCNEC9GZ308644		\$0	X				
522	2017	CHEVROLET	SILVERADO	1GCRCNEC7HZ179028		\$0	X				
523	2017	CHEVROLET	SILVERADO	1GCRCNEC7HZ178834		\$0	X				
524	2017	CHEVROLET	SILVERADO	1GCRCNEC1HZ179090		\$0	X				
530	2018	FREIGHTLINER	DUMP TRUCK	1FVACYFE7JHJJ3206		\$100,000	X	X	X		
531	2018	FREIGHTLINER	DUMP TRUCK	1FVHCYFE7JHJJ3205		\$100,000	X	X	X		
537	2018	FREIGHTLINER	WATER TRUCK	1FVACXFC5JHJJ4699		\$53,212	X	X	X		
539	2017	CHEVROLET	SILVERADO	1GCRCNEC0HZ338987		\$53,212	X				
540	2017	CHEVROLET	SILVERADO	1GCRCNEC1HZ339808		\$53,212	X				
564	2017	OTHER	CIMLINE TRAILER	1G92M1521HM119117		\$53,212	X	X	X		
568	2018	FREIGHTLINER	DUMP TRUCK	1FVACYFE7JHJS6358		\$34,704	X	X	X		
569	2018	CHEVROLET	SILVERADO	1GCRCNECXJZ188182		\$34,704	X				
570	2018	CHEVROLET	SILVERADO	1GCRCNEC4JZ188632		\$34,704	X				
571	2018	CHEVROLET	SILVERADO	1GCRCNEC6JZ190205		\$34,704	X				
572	2018	CHEVROLET	SILVERADO	1GCRCNEC6JZ189393		\$34,704	X				
603	2017	FREIGHTLINER	DUMP TRUCK	1FVHCYFE3JHKB9663		\$36,151	X	X	X		X
605	2018	CHEVROLET	SILVERADO	1GCRCNECXJZ247215		\$36,151	X				
634	2018	CHEVROLET	SILVERADO	1GCRCNEC1JZ186630		\$0	X				
646	2020	FREIGHTLINER	M2106 TRUCK	1FVACXFC6LHKY1706		\$104,000	X	X	X		
647	2019	CHEVROLET	SILVERADO	2GCRCNEC0K1171093		\$20,492	X	X	X		
648	2019	CHEVROLET	SILVERADO	2GCRCNEC1K1172351		\$20,492	X	X	X		
663	2020	CHEVROLET	SILVERADO 2500	1GC4WLE73LF155232		\$33,955	X	X	X		
664	2020	CHEVROLET	SILVERADO 2500	1GC4WLE72LF155318		\$33,955	X	X	X		
665	2020	CHEVROLET	SILVERADO	1GCRWAEF5LZ177121		\$25,851	X	X	X		

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
666	2020	CHEVROLET	SILVERADO	1GCRWAEF9LZ179650		\$25,851	X	X	X		
667	2020	OTHER	BIG TEX TRAILER	16VVX1013L2031286		\$2,500	X	X	X		
668	2020	FREIGHTLINER	SD122	3AKJGNFG0LDKY1707		\$100,000	X	X	X		
669	2020	FREIGHTLINER	M2-106 W/ETNYRE ASPHALT DISTRIBUTOR	3ALACXFC2LDMD9136		\$209,031	X	X	X		X
670	2020	FREIGHTLINER	M2-106 TRUCK	3ALHCYFE4LDMG7333		\$106,568	X	X	X		X
671	2020	FREIGHTLINER	M2-106 TRUCK	3ALHCYFE6LDMG7334		\$106,568	X	X	X		X
672	2020	FREIGHTLINER	M2-106 TRUCK	3ALACYFE0LDMG7346		\$100,000	X	X	X		
673	2020	CHEVROLET	SILVERADO	1GCRWAEF3LZ177070		\$25,851	X	X	X		
674	2020	CHEVROLET	SILVERADO	1GCRWAEF3LZ179322		\$25,851	X	X	X		
675	2015	OTHER	CIMLINE TK500T TACK KETTLE TRAILER	1G95T1324FM119113		\$0	X				
679	2020	CHEVROLET	SILVERDO	1GCRWAEF1LZ178685		\$25,851	X	X	X		
697	2004	CHEVROLET	SILVERADO	1GCHC24U14E316356		\$0	X				
717	2021	DURA PATCHER	TRAILER	1D9FU1015MP441002		\$29,788	X	X	X		
718	2021	DURA PATCHER	TRAILER	1D9FU1013MP441001		\$44,059	X	X	X		
725	2002	MACK	4400 DUMP TRUCK (14YD)	1M2AG12C22M002286		\$0	X				
731	2016	OTHER	VER-MAC TLD 2313 PORTABLE TRAFFIC SIGNAL	2S9US2116GS132064		\$0	X				
733	2020	CHEVROLET	SILVERADO	1GCUYAEF9LZ173027		\$25,851	X	X	X		
738	2009	CHEVROLET	SILVERADO	1GCEC19CX9Z149198		\$0	X				
744	1998	INTERNATIONAL	DUMP TRUCK	1HTSCAAR3XH595010		\$0	X				
749	2016	OTHER	VER-MAC TLD 2313 PORTABLE TRAFFIC SIGNAL	2S9US2118GS132065		\$48,579	X				
754	2002	OTHER	20 FT UTILITY TRAILER	4K8PX202021395439		\$0	X				
763	1911	OTHER	14 FT UTILITY TRAILER	1M9UF1424WT400179		\$0	X				
769	2017	FORD	F550	1FDUF5GT4HDA03979		\$48,579	X				
773	2020	CHEVROLET	SILVERADO	1GC4WLE74LF160875		\$27,390	X	X	X		
775	2005	INTERNATIONAL	4300 BRUSH TRUCK W/DUMP	1HTMMAAL85H126123		\$0	X				
789	2022	CHEVROLET	SILVERADO	1GCRWAED8NZ160427		\$30,424	X	X	X		
790	2022	CHEVROLET	SILVERADO	1GCRWAED3NZ161386		\$30,424	X	X	X		
Department: Road & Bridge								Total Number of Vehicles: 127			
14	2010	DODGE	RAM ST 4X2	1D7RB1GK2AS150959		\$0	X				
16	2010	DODGE	PICKUP	1D7RV1CT2AS177780		\$0	X				
17	2010	DODGE	PICKUP	1D7RV1CTXAS259949		\$0	X				
24	2013	FORD	TAURUS	1FAHP2M87DG113506		\$0	X				

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
26	2002	FORD	ECONOLINE 15 PASS CLUB WAGON	1FBSS31L32HA57282	Jail	\$23,786	X				
29	2013	FORD	EXPLORER	1FM5K8AR2DGA31433		\$0	X				
31	2011	FORD	EXPEDITION	1FMJU1F51BEF19044		\$0	X				
45	2002	FORD	E-150 VAN	1FTNE24252HB43075		\$100	X				
52	2003	FORD	E-150 VAN	1FTRE14263HA96796		\$100	X				
56	2006	FORD	PICKUP	1FTRX12W36KC76258		\$100	X				
82	2008	CHEVROLET	UPLANDER VAN	1GBDV13W98D115665		\$36,812	X				
144	2012	CHEVROLET	TAHOE	1GNLC2E00CR204460		\$26,992	X				
145	2013	CHEVROLET	TAHOE	1GNLC2E00DR253224		\$26,993	X				
148	2014	CHEVROLET	TAHOE	1GNLC2E00ER189347		\$48,262	X				
149	2014	CHEVROLET	TAHOE	1GNLC2E00ER192295	15515	\$48,262	X				X
150	2013	CHEVROLET	TAHOE	1GNLC2E01DR253278		\$25,994	X				
151	2013	CHEVROLET	TAHOE	1GNLC2E01DR254009		\$26,994	X				
152	2014	CHEVROLET	TAHOE	1GNLC2E01ER185730	15521	\$48,262	X				
153	2014	CHEVROLET	TAHOE	1GNLC2E01ER186036		\$48,262	X				
154	2014	CHEVROLET	TAHOE	1GNLC2E01ER186991		\$48,262	X				X
155	2014	CHEVROLET	TAHOE	1GNLC2E01ER192273		\$48,262	X				X
156	2013	CHEVROLET	TAHOE	1GNLC2E02DR252821		\$26,994	X				
157	2013	CHEVROLET	TAHOE	1GNLC2E02DR253001		\$26,994	X				
158	2014	CHEVROLET	TAHOE	1GNLC2E02ER185557	15558	\$48,262	X				
160	2013	CHEVROLET	TAHOE	1GNLC2E03DR253282		\$26,994	X				
161	2014	CHEVROLET	TAHOE	1GNLC2E03ER179864	15619	\$48,262	X				
162	2014	CHEVROLET	TAHOE	1GNLC2E03ER187947		\$48,262	X				X
163	2014	CHEVROLET	TAHOE	1GNLC2E03ER191724		\$48,262	X				X
164	2012	CHEVROLET	TAHOE	1GNLC2E04CR318574		\$0	X				
165	2013	CHEVROLET	TAHOE	1GNLC2E04DR251556		\$26,994	X				
166	2013	CHEVROLET	TAHOE	1GNLC2E04DR253775		\$26,994	X				
167	2014	CHEVROLET	TAHOE	1GNLC2E04ER184877	15622	\$48,262	X				
168	2014	CHEVROLET	TAHOE	1GNLC2E04ER192042	15519	\$48,262	X				
169	2014	CHEVROLET	TAHOE	1GNLC2E04ER192347	15565	\$48,262	X				X
170	2013	CHEVROLET	TAHOE	1GNLC2E06DR253387		\$26,994	X				
171	2014	CHEVROLET	TAHOE	1GNLC2E06ER182676	15621	\$48,262	X				X
173	2013	CHEVROLET	TAHOE	1GNLC2E07DR253446		\$26,993	X				
175	2014	CHEVROLET	TAHOE	1GNLC2E07ER192262	15516	\$48,262	X				

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
176	2013	CHEVROLET	TAHOE	1GNLC2E08DR316893		\$27,328	X				
177	2014	CHEVROLET	TAHOE	1GNLC2E08ER185403	15623	\$48,262	X				
178	2014	CHEVROLET	TAHOE	1GNLC2E08ER191704	15522	\$48,262	X				X
179	2013	CHEVROLET	TAHOE	1GNLC2E09DR276811		\$0	X				
180	2013	CHEVROLET	TAHOE	1GNLC2E09DR317695		\$27,328	X				
182	2014	CHEVROLET	TAHOE	1GNLC2E0XER191736	15518	\$48,262	X				X
183	2014	CHEVROLET	TAHOE	1GNLC2E0XER192174		\$48,262	X				
203	2010	JEEP	GRAND CHEROKEE LAREDO	1J4PS4GK8AC124373		\$0	X				
204	2011	JEEP	GRAND CHEROKEE	1J4RS4GG5BC704086		\$22,006	X				
205	2011	JEEP	GRAND CHEROKEE	1J4RS4GGXBC705802		\$21,406	X				
214	2010	DODGE	CHARGER	2B3AA4CV0AH151483		\$0	X				
215	2010	DODGE	CHARGER	2B3AA4CV0AH303326		\$0	X				
218	2010	DODGE	CHARGER	2B3AA4CV3AH151476		\$0	X				
219	2010	DODGE	CHARGER	2B3AA4CV3AH303305		\$0	X				
220	2010	DODGE	CHARGER	2B3AA4CV4AH151485		\$0	X				
221	2010	DODGE	CHARGER	2B3AA4CV4AH303314		\$0	X				
222	2010	DODGE	CHARGER	2B3AA4CV4AH303328		\$0	X				
224	2010	DODGE	CHARGER	2B3AA4CV5AH151480	Jail	\$0	X				
226	2010	DODGE	CHARGER	2B3AA4CV6AH303301		\$0	X				
227	2010	DODGE	CHARGER	2B3AA4CV6AH303315		\$0	X				
231	2010	DODGE	CHARGER	2B3AA4CV9AH151479		\$0	X				
232	2010	DODGE	CHARGER	2B3AA4CV9AH151482		\$0	X				
233	2010	DODGE	CHARGER	2B3AA4CV9AH303311		\$0	X				
234	2010	DODGE	CHARGER	2B3AA4CV9AH303325		\$0	X				
248	2007	DODGE	CHARGER	2B3KA43G57H714591		\$100	X				
261	2008	DODGE	CHARGER	2B3KA43H38H299863		\$0	X				
264	2007	DODGE	CHARGER	2B3KA43R07H714600		\$100	X				
270	2008	DODGE	CHARGER	2B3KA43R28H180629		\$15,081	X				
274	2008	DODGE	CHARGER	2B3KA43R48H180633		\$15,081	X				
279	2007	DODGE	CHARGER	2B3KA43R87H714599		\$100	X				
286	2009	DODGE	CHARGER	2B3KA43V09H567680		\$20,013	X				
290	2009	DODGE	CHARGER	2B3KA43V29H567681		\$20,013	X				
291	2009	DODGE	CHARGER	2B3KA43V39H567673		\$20,013	X				
293	2009	DODGE	CHARGER	2B3KA43V49H567679		\$20,013	X				

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
300	2009	DODGE	CHARGER	2B3KA43V99H567676		\$20,013	X				
301	2009	DODGE	CHARGER	2B3KA43VX9H607957		\$19,850	X				
312	2006	FORD	POLICE INTERCEPTOR	2FAFP71W36X125480		\$100	X				
337	2004	FORD	CROWN VIC	2FTRX17W14CA29704		\$0	X				
348	2013	DODGE	RAM	3C6TR4HTXDG545401	15063	\$26,920	X				
371	2014	FREIGHTLINER	SPRINTER VAN	WDYPF4CC2E5834232	15595	\$59,220	X				
379	2015	JEEP	CHEROKEE	1C4RJEAG4FC759545		\$27,053	X				
395	2010	DODGE	CHARGER	2B3AA4CT3AH181642		\$0	X				
398	2009	DODGE	1500 PICKUP	1D3HV13T69J511842		\$0	X				
400	2014	CHEVROLET	TAHOE	1GNLC2E05ER192101	18061	\$48,262	X				
430	2010	DODGE	CHARGER	2B3CA4CV9AH203525	17513	\$0	X				
431	2010	DODGE	CHARGER	2B3CA4CV4AH203545	17516	\$0	X				
433	2015	JEEP	CHEROKEE	1C4RJEAG1FC763651	18939	\$27,053	X				
434	2015	JEEP	CHEROKEE	1C4RJEAG3FC763652	18940	\$27,053	X				
436	2007	CHEVROLET	TAHOE	1GNEC03087R404105	18946	\$0	X				
439	1988	OTHER	PONDEROSA TRAILER	5178		\$0	X				
440	2015	CHEVROLET	TAHOE	1GNLC2EC4FR555273	18933	\$49,911	X				
442	2015	CHEVROLET	TAHOE	1GNLC2EC0FR555450	18937	\$49,911	X				
444	2015	CHEVROLET	TAHOE	1GNLC2EC1FR555537	18931	\$49,911	X				
445	1960	FORD	FAIRLANE SPV	0000000J32X125878		\$10,000	X				
446	2015	CHEVROLET	TAHOE	1GNLC2EC7FR556868	18930	\$49,911	X				
448	2015	CHEVROLET	TAHOE	1GNLC2EC8FR557267	18932	\$49,911	X				
449	2015	CHEVROLET	TAHOE	1GNLC2EC9FR558282	18935	\$49,911	X				
450	2015	CHEVROLET	TAHOE	1GNLC2EC2FR558348	18934	\$49,911	X				
452	2008	CHEVROLET	TAHOE	1GNEC03098R218932	18947	\$0	X				
456	2014	HONDA	MOTORCYCLE	JH2SC5156EK200133		\$0	X				
457	2014	HONDA	MOTORCYCLE	JH2SC5154EK200132		\$0	X				
467	2015	JEEP	GRAND CHEROKEE	1C4RJEAG4FC231844		\$0	X				
468	2016	CHRYSLER	300 LIMITED	2C3CCAAGXGH156949		\$0	X				
469	2016	FORD	TAURUS	1FAHP2MK8GG104197		\$0	X				
470	2016	FORD	FUSION	3FA6P0G79GR332740		\$0	X				
471	2016	FORD	EXPLORER	1FAHP2MK6GG104196		\$0	X				
479	2016	FORD	F250	1FT7W2A66GEB78794		\$0	X				
480	2016	FORD	EXPLORER	1FM5K8AR0GGB96997		\$0	X				

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
483	2016	FORD	EXPLORER	1FM5K8AR8GGB96990		\$0	X				
484	2016	FORD	EXPLORER	1FM5K8ARXGGB96991		\$0	X				
485	2016	FORD	EXPLORER	1FM5K8AR1GGB96992		\$0	X				
486	2016	FORD	EXPLORER	1FM5K8AR3GGB96993		\$0	X				
489	2016	FORD	EXPLORER	1FM5K8AR7GGB97001		\$0	X				
490	2016	FORD	EXPLORER	1FM5K8AR9GGB97002		\$0	X				
491	2016	FORD	EXPLORER	1FM5K8AR0GGB97003		\$0	X				
492	2016	FORD	EXPLORER	1FM5K8AR2GGB97004		\$0	X				
493	2016	FORD	EXPLORER	1FM5K8AR4GGB97005		\$0	X				
494	2016	FORD	EXPLORER	1FM5K8AR1GGB97009		\$0	X				
495	2016	FORD	EXPLORER	1FM5K8AR8GGB97010		\$0	X				
496	2016	FORD	EXPLORER	1FM5K8AR1GGB97012		\$0	X				
497	2016	FORD	EXPLORER	1FM5K8AR5GGB96994		\$0	X				
498	2016	FORD	EXPLORER	1FM5K8AR5GGB97000		\$0	X				
501	2016	FORD	EXPLORER	1FM5K8ARXGGB97011		\$0	X				
502	2016	FORD	EXPLORER	1FM5K8AR3GGB97013		\$0	X				
504	2016	FORD	EXPLORER	1FM5K8ARXGGB97008	1630	\$0	X				
505	2016	FORD	EXPLORER	1FM5K8AR7GGB96995		\$0	X				
506	2016	FORD	EXPLORER	1FM5K8AR9GGB96996		\$0	X				
516	2015	DODGE	CHARGER	2C3CDXCT7FH917509	Warrants	\$0	X				
517	2016	FORD	FUSION	3FA6P0G72GR332739	CID	\$0	X				
533	2017	DODGE	CHARGER	2C3CDXAT6HH557042		\$40,160	X				X
534	2017	DODGE	CHARGER	2C3CDXAT4HH557041		\$40,160	X				X
536	2017	FORD	FUSION	3FA6P0G70HR344745		\$52,466	X				X
538	2017	FORD	E350 VAN	1FTBW2CG2HKA76606		\$53,212	X				X
543	2017	FORD	EXPLORER	1FM5K8AR2HGC86184		\$53,212	X				X
546	2017	FORD	EXPLORER	1FM5K8AR8HGC34655		\$53,212	X				X
547	2017	FORD	EXPLORER	1FM5K8AR4HGC34653		\$53,212	X				X
548	2017	FORD	EXPLORER	1FM5K8AR2HGC34652		\$53,212	X				X
549	2017	FORD	EXPLORER	1FM5K8AR5HGC34659		\$53,212	X				X
550	2017	FORD	EXPLORER	1FM5K8AR3HGC34658		\$53,212	X				X
551	2017	FORD	EXPLORER	1FM5K8AR9HGC86182		\$53,212	X				X
552	2017	FORD	EXPLORER	1FM5K8ARXHGC34656		\$53,212	X				X
553	2017	FORD	EXPLORER	1FM5K8AR1HGC34657		\$53,212	X				X

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
554	2015	HONDA	MOTORCYCLE	JH2SC5151FK300111		\$0	X				
555	2016	FORD	EXPLORER	1FM5K8AR8GGB97007		\$0	X				
556	2016	DODGE	RAM	3C6RR7KT5GG163981		\$0	X				
558	2015	HONDA	MOTORCYCLE	JH2SC5151FE300061		\$0	X				
559	2015	HONDA	MOTORCYCLE	JH2SC5153FK300076		\$0	X				
560	1991	HUMMER	1.25 TON SWAT TRUCK	115870		\$0	X				
561	2017	FORD	TAURUS	1FAHP2MK0HG119858		\$40,373	X				X
566	2017	FORD	EXPLORER	1FM5K8AR0HGC86183		\$53,212	X				X
587	2018	FORD	FUSION	3FA6P0G70JR170567	CID-1801	\$34,704	X				X
588	2018	FORD	FUSION	3FA6P0G79JR170566	CID-1807	\$34,704	X				X
589	2018	FORD	FUSION	3FA6P0G77JR170565	CID-1805	\$34,704	X				X
591	2018	FORD	FUSION	3FA6P0G7XJR170561	CID-1802	\$34,704	X				X
592	2018	FORD	FUSION	3FA6P0G78JR170560	CID-1804	\$34,704	X				X
593	2018	FORD	FUSION	3FA6P0G71JR170562	CID-1803	\$34,704	X				X
594	2018	FORD	FUSION	3FA6P0G75JR170564	CID-1806	\$34,704	X				X
596	2018	DODGE	GRAND CARAVAN SE	2C4RDGBG4JR182145		\$35,494	X				X
604	2018	FORD	BEARKAT SWAT VEHICLE	1FDAF5HT3GED41478		\$36,151	X	X	X		X
609	2018	FORD	TAURUS	1FAHP2MK3JG117737	1817	\$36,151	X				X
610	2018	FORD	TAURUS	1FAHP2MK7JG117742	1818	\$36,151	X				X
611	2018	FORD	TAURUS	1FAHP2MK1JG117736	1819	\$36,151	X				X
612	2018	FORD	TAURUS	1FAHP2MK3JG117740	1820	\$36,151	X				X
613	2018	FORD	TAURUS	1FAHP2MK8JG117734	1821	\$36,151	X				X
614	2018	FORD	TAURUS	1FAHP2MK5JG117741	1822	\$36,151	X				X
615	2018	FORD	TAURUS	1FAHP2MK2JG116319	1823	\$36,151	X				X
617	2018	FORD	TAURUS	1FAHP2MK7JG117739	1825	\$36,151	X				X
622	2018	FORD	EXPLORER	1FM5K8AR3JGB12890	1834	\$42,813	X				X
627	2018	FORD	EXPLORER POLICE	1FM5K8AR3JGB12887	1826	\$42,813	X				X
628	2018	FORD	EXPLORER POLICE	1FM5K8AR5JGB12891	1829	\$42,813	X				X
629	2018	FORD	EXPLORER POLICE	1FM5K8AR0JGB12880	1832	\$42,813	X				X
631	2018	FORD	EXPLORER POLICE	1FM5K8AR6JGB12883	1830	\$42,813	X				X
632	2018	FORD	EXPLORER POLICE	1FM5K8AR2JGB12878	1831	\$42,813	X				X
633	2018	FORD	EXPLORER POLICE	1FM5K8AR4JGB12879		\$42,813	X				X
641	2018	FORD	TAURUS	1FAHP2MKXJG117735	1827	\$36,151	X				X
642	2018	FORD	EXPLORER	1FM5K8AR5JGB12884	1828	\$42,813	X				X

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
643	2018	FORD	TRANSIT	1FBZXLCM6JKA61473	1833	\$42,813	X				X
645	2018	FORD	EXPLORER PPV	1FM5K8AR9KGA12939		\$42,813	X				X
649	2005	FORD	EXPLORER	1FMDU73W45ZA08731		\$0	X				
652	1901	MITSUBISHI	TRUCKSTER	U42T-0422450		\$0	X				
653	1901	OTHER	DIHATSU TRUCKSTER	S110P-042789		\$0	X				
654	2007	FORD	RANGER	1FTCR10U9VPA96687		\$0	X				
655	2017	FORD	F250	1FT7W2A60HEC80853		\$64,886	X				X
660	2018	FORD	EXPLORER INTERCEPTOR	1FM5K8AR6JGC43103		\$45,431	X				X
661	2020	CHEVROLET	SILVERADO 1500	3GCPWCED4LG205217		\$51,275	X	X	X		X
662	2020	TOYOTA	RAV4	2T3W1RFV4LC042140		\$42,225	X	X	X		X
676	2020	FORD	F150 XLT	1FTEW1C5XLKD51380		\$43,360	X	X	X		X
677	2020	CHEVROLET	TAHOE	1GNLCDEC6LR161121		\$36,865	X	X	X		X
678	2020	NISSAN	PATHFINDER	5N1DR2BN9LC587714		\$48,130	X	X	X		X
680	2020	FORD	F150	1FTEW1CP3LKD08260		\$47,140	X	X	X		X
681	2020	FORD	DURANGO	1C4RDHDG1KC769433		\$48,989	X	X	X		X
682	2020	DODGE	DURANGO	1C4RDHDG4LC116306		\$48,989	X	X	X		X
683	2020	FORD	F250	1FT7X2A60LEC30573		\$63,400	X	X	X		X
686	2020	DODGE	CHARGER	2C3CDXCT0LH160612		\$43,306	X	X	X		X
688	2020	FORD	F150	1FTEW1P43LKD52064		\$49,566	X	X	X		X
692	2020	DODGE	DURANGO	1C4SDJFT6LC296911	2012	\$48,989	X	X	X		X
693	2020	DODGE	DURANGO	1C4SDKFT1LC301917	2013	\$48,989	X	X	X		X
694	2020	DODGE	DURANGO	1C4SDJFT3LC301918	2014	\$48,989	X	X	X		X
698	2020	DODGE	DURANGO	1C4SDJFT5LC309020	2015	\$48,989	X	X	X		X
699	2020	DODGE	DURANGO	1C4SDJFT7LC309021	2016	\$48,989	X	X	X		X
700	2020	DODGE	DURANGO	1C4SDJFT0LC309023	2017	\$48,989	X	X	X		X
701	2020	DODGE	DURANGO	1C4SDJFT9LC309019	2018	\$48,989	X	X	X		X
702	2020	DODGE	DURANGO	1C4SDJFT9LC309022	2019	\$48,989	X	X	X		X
703	2020	CHEVROLET	SILVERADO 1500	1GCRWAEH4LZ324904		\$36,665	X	X	X		X
707	2021	CHEVROLET	SILVERADO	1GCRWAEF6MZ209284		\$51,495	X	X	X		X
708	2021	CHEVROLET	SILVERADO	1GCRWAEF7MZ208757		\$51,495	X	X	X		X
709	2021	CHEVROLET	SILVERADO	1GCRWAEF7MZ213649		\$51,495	X	X	X		X
710	2021	CHEVROLET	SILVERADO	1GCRWAEF2MZ214658		\$51,495	X	X	X		X
711	2009	CHEVROLET	G4500	1GBKG316X91154946		\$0	X				
712	2021	DODGE	CHARGER	2C3CDXAT2MH532259		\$31,093	X	X	X		X

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
713	2021	DODGE	CHARGER	2C3CDXAT0MH532261		\$19,421	X	X	X		X
714	2021	DODGE	CHARGER	2C3CDXAT4MH532263		\$42,339	X	X	X		X
715	2021	DODGE	CHARGER	2C3CDXAT9MH532260		\$32,677	X	X	X		X
716	2021	JEEP	CHEROKEE	1C4RJEAG0MC571053		\$48,901	X	X	X		X
719	2009	FORD	F150	1FTPW14V19FA69587		\$0	X				
720	2021	DODGE	CHARGER	2C3CDXAT0MH532258		\$29,788	X	X	X		X
721	2019	DODGE	CHARGER	2C3CDXKT4KH600721		\$44,059	X	X	X		X
722	2019	DODGE	CHARGER	2C3CDXKTXXH600724		\$44,059	X	X	X		X
723	2019	FORD	TAURUS	1FAHP2MK3KG112152		\$42,266	X	X	X		X
724	2014	CHEVROLET	TAHOE	1GNLC2E00ER181734		\$48,579	X				
727	2020	FORD	EXPLORER	1FM5K8AB9LGC51248		\$48,579	X	X	X		X
730	2020	FORD	EXPLORER	1FM5K8AB0LGC51249		\$48,579	X	X	X		X
732	2018	JEEP	GRAND CHEROKEE	1C4RJEAG9JC300648		\$43,400	X				X
737	2020	FORD	EXPLORER	1FM5K8AB5LGC51246		\$48,579	X	X	X		X
740	2020	FORD	EXPLORER	1FM5K8AB5LGC35354		\$48,579	X	X	X		X
742	2020	FORD	EXPLORER	1FM5K8AB0LGC51252		\$48,579	X	X	X		X
745	2019	DODGE	CHARGER	2C3CDXKT2KH600720		\$44,059	X	X	X		X
748	2020	FORD	EXPLORER	1FM5K8AB6LGD08196		\$48,579	X	X	X		X
753	2014	CHEVROLET	TAHOE	1GNLC2E02ER192069		\$0	X				
755	2020	FORD	EXPLORER	1FM5K8ABLGC63127		\$48,579	X	X	X		X
757	2021	DODGE	CHARGER	2C3CDXAT2MH532262		\$26,008	X	X	X		X
759	2019	DODGE	CHARGER	2C3CDXKT6KH600722		\$44,059	X	X	X		X
761	2016	FORD	EXPLORER	1FM5K8AR2GGB96998		\$0	X				
762	2016	FORD	EXPLORER	1FM5K8AR6GGB97006		\$0	X				
765	2020	FORD	EXPLORER	1FM5K8AB7LGC1250		\$48,579	X	X	X		X
767	2020	FORD	EXPLORER	1FM5K8AB9LGC63125		\$48,579	X	X	X		X
768	2020	FORD	EXPLORER	1FM5K8AB0LGC63126		\$48,579	X	X	X		X
770	2020	FORD	EXPLORER	1FM5K8AB7LGC51247		\$48,579	X	X	X		X
772	2020	FORD	EXPLORER	1FM5K8AB9LGC51251		\$48,579	X	X	X		X
774	2019	DODGE	CHARGER	2C3CDXKT8KH600723		\$44,059	X	X	X		X
781	2021	NISSAN	TITAN	1N6AA1EE5NN103661		\$32,000	X	X	X		X
782	2021	NISSAN	TITAN	1N6AA1EEXNN103574		\$32,000	X	X	X		X
785	2018	FORD	F150	1FTEX1CB9JKD60099		\$41,836	X				X
786	2018	FORD	F150	1FTEX1CB5JKD60097		\$41,836	X				X

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
787	2018	FORD	F150	1FTEX1CB3JKD60096		\$41,836	X				X
788	2018	FORD	F150	1FTEX1CB7JKD60098		\$41,836	X				X
793	2021	OTHER	QUALITY CARGO ENCLOSED TRAILER	50ZBE1214MN020504		\$4,600	X	X	X		
794	2022	FORD	EXPLORER	1FMSK7DH1NGB32948		\$34,800	X	X	X		X
795	2022	FORD	EXPLORER	1FMSK7DH2NGB32313		\$34,800	X	X	X		X
797	2022	CHEVROLET	EQUINOX	2GNAXJEV1N6137464		\$22,300	X	X	X		X
798	2022	CHEVROLET	EQUINOX	2GNAXJEV8N6152950		\$22,300	X	X	X		X
799	2022	CHEVROLET	EQUINOX	2GNAXJEV6N6137461		\$22,300	X	X	X		X
811	2022	CHEVROLET	SILVERADO	1GC0WLE78NF212011		\$38,104	X	X	X		
812	2022	HARLEY DAVIDSON	FLHP	1HD1FHP19NB670415		\$31,905	X	X	X		
813	2022	HARLEY DAVIDSON	FLHP	1HD1FHP14NB670516		\$31,905	X	X	X		
814	2022	HARLEY DAVIDSON	FLHP	1HD1FHP14NB670533		\$31,905	X	X	X		
815	2022	HARLEY DAVIDSON	FLHP	1HD1FMP12NB644540		\$31,905	X	X	X		
818	2022	CHEVROLET	SILVERADO	1GC0WLE74NF211843		\$40,857	X	X	X		X
819	2023	FORD	TRANSIT	1FBAX2Y87PKA22117		\$62,227	X	X	X		X
822	2023	CHEVROLET	TRAVERSE	1GNERFKWXPJ204722		\$65,300	X	X	X		X
823	2023	CHEVROLET	TRAVERSE	1GNERFKW5PJ204532		\$65,300	X	X	X		X
824	2023	CHEVROLET	TRAVERSE	1GNERFKW7PJ204659		\$65,300	X	X	X		X
825	2023	CHEVROLET	TRAVERSE	1GNERFKW8PF204668		\$65,300	X	X	X		X
826	2023	CHEVROLET	TRAVERSE	1GNERFKW3PJ204626		\$65,300	X	X	X		X
828	2023	CHEVROLET	TRAVERSE	1GNERFKW0PJ20473		\$65,300	X	X	X		X
829	2023	CHEVROLET	TRAVERSE	1GNERFKW5PJ204742		\$65,300	X	X	X		X
835	2022	FORD	EXPLORER	1FM5K8ACXNGC23289	2217	\$65,300	X	X	X		X
836	2022	FORD	EXPLORER	1FM5K8AC7NGC23329	2218	\$65,300	X	X	X		X
837	2022	FORD	EXPLORER	1FM5K8AC8NGC23338	2219	\$65,300	X	X	X		X
838	2022	FORD	EXPLORER	1FM5K8AC7NGC23461	2220	\$65,300	X	X	X		X
839	2023	CHEVROLET	TRAVERSE	1GNERFKW0PJ204583	2309	\$65,300	X	X	X		X
840	2023	CHEVROLET	TRAVERSE	1GNERFKW0PJ204728		\$33,155	X	X	X		
841	2022	FORD	EXPLORER	1FM5K8AC3NGC23120		\$65,300	X	X	X		X
842	2022	FORD	EXPLORER	1FM5K8AC8NGC23470		\$65,300	X	X	X		X
843	2022	FORD	EXPLORER	1FM5K8AC2NGC23559		\$65,300	X	X	X		X
Department: Sheriff										Total Number of Vehicles: 273	
206	2007	JEEP	GRAND CHEROKEE	1J8GS48K27C503875		\$22,351	X				
Department: Tax										Total Number of Vehicles: 1	

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
845	2023	CHEVROLET	SILVERADO	2GCUDAED0P1135968		\$47,100	X	X	X		
846	2023	CHEVROLET	SILVERADO	2GCUDAED4P1135598		\$47,100	X	X	X		
847	2023	CHEVROLET	SILVERADO	2GCUDAED0P1135937		\$47,100	X	X	X		
Department: Transportation										Total Number of Vehicles: 3	
42	2011	FORD	SUPREME SENTINEL TxDOT TYPE1	1FTDS3EL8BDA23795		\$46,972	X				
Department: Veterans										Total Number of Vehicles: 1	

Totals	Total Number of Vehicles
Auto Liability	544
Auto Physical Damage, Collision	169
Auto Physical Damage, Comprehensive	169



Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the Judge to execute a contract with Lexipol and Hays County for the CordicoShield Law Enforcement Wellness App to be utilized by the Sheriff's Office. **INGALSBE/CUTLER**

Summary:

The Sheriff's Office would like to obtain the CordicoShield Law Enforcement Wellness App from Lexipol to provide mental health services for the Sheriff's employees pursuant to Sourcewell Contract #011822-LXP.

Fiscal Impact:

Amount Requested: \$24,800

Line Item Number: 001-618-99-196.5429

Budget Office:

Source of Funds: Department of Justice Grant Funds

Budget Amendment Required Y/N?: No

Comments: Grant award was accepted and budgeted on 10/10/23.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Sourcewell Contract 011822-LXP

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

(PE) Lexipol Agreement

Lexipol Quote



MASTER SERVICE AGREEMENT

Agency's Name: Hays County Sheriff's Office (TX)
Agency's Address: 1307 Uhland Rd
San Marcos, Texas 78666

Agency's Sourcewell Member ID: 011822-LXP

Attention: Sheriff Gary Cutler

Sales Rep: Bill Switzer
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Hays County Sheriff's Office (TX)

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
I	CordicoShield Law Enforcement Wellness App (12 Months)	USD 40,000.00	USD 15200	USD 15,200.00	USD 24,800.00
	Subscription Line Items Total			USD 15,200.00	USD 24,800.00
				USD 15,200.00	USD 24,800.00
				Sourcewell Discount:	USD 15,200.00
				TOTAL:	USD 24,800.00

Discount Notes

PUP

Notes

14 month subscription for the price of 12 months. Net 60 day terms. Invoice due in Jan. 2024

Contract will follow the terms of the Sourcewell Contract #011822-LXP; ending March 23, 2026. If Lexipol secures another Sourcewell Contract, or other cooperative contract, the new terms and conditions will follow the new contract once executed by Hays County.

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “party” and collectively as the “parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 “Agency Data” means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 “Agreement” means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Effective Date” means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the “Effective Date.”

1.5 “Initial Term” means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 “Lexipol Content” means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 “Services” means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the “Custom Agreement Terms” section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to Lexipol’s Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service.** The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")², GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services.** Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License.** Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality.** During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submitting final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. Warranty. LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. Limitation of Liability. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or \$10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. General Terms.

10.1 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 Compliance; Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



SOLUTIONS PROPOSAL



PREPARED FOR:

Hays County Sheriff's Office (TX)
Mobile Crisis Outreach Liaison Erin Baker
erin.barker@co.hays.tx.us
(512) 393-7896

PREPARED BY:

Bill Switzer
bswitzer@lexipol.com

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, state and federal accreditation, training, mental and physical wellness and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 10,000 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, accreditation, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 440 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, achieve accreditation, develop training or wellness content, or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Hays County Sheriff's Office (TX) to address your unique challenges.

Scope of Services

Cordico Law Enforcement Wellness Solution

Law enforcement agencies are increasingly recognizing the need to provide personnel with mental and behavioral health resources. The Cordico law enforcement wellness solution enables agencies to provide customized, confidential, mobile wellness resources. Our law enforcement app includes a complete range of self-assessments as well as continuously updated videos and guides on more than 60 behavioral health topics - all designed specifically for first responders. The anonymity of all users is paramount and no personal information is ever collected or stored. Also included are online accredited wellness courses covering such topics as managing stress, post-traumatic stress disorder, family and work relationships, and fitness and nutrition.

- Connect your personnel to confidential assessments and counseling resources
- Strengthen your wellness culture and empower your peer support team
- Help officers cope with the effects of critical events and chronic exposure
- Improve officer decision-making, empathy and resiliency, which in turn enhances police/community relations
- Support department retirees and family members (included with agency subscription)

Peer & Chaplain Support

Peer support teams and chaplains provide invaluable assistance to public safety personnel—but personnel don't always know who these members are or how to contact them. Cordico's wellness app allows for the integration of your agency's peer support and/or chaplains, making it easy for members to quickly connect when they need support.

- Include profiles of your peer support team and chaplains in the app so personnel can see their photos, backgrounds, areas of specialty, etc.
- Enable confidential, one-on-one conversations without the need to go through an agency or city intranet
- Increase usage of peer support and chaplain services

CrisisAlert® One-Touch Dialing

Cordico's CrisisAlert one-touch dialing feature allows personnel who need help to instantly dial all peer support or chaplains with one touch—anonously. The peer support team member or chaplain who answers first is connected to the employee seeking assistance, and the other team members don't know who called. This creates an easier and more trusted way for personnel to access your peer support and chaplain resources. Your personnel don't have to determine who's on duty, who's available or how to reach them.

Therapist Finder

Individuals in crisis or suffering from depression or anxiety don't need additional roadblocks to getting help. But often, that's exactly what happens when public safety personnel try to access counseling services. Cordico's Therapist Finder simplifies and streamlines the process, making it easy for your personnel to locate therapists near them that are approved through the agency's insurance plan.

- Include profiles of therapists in the app so personnel can see their photos, backgrounds, areas of specialty, etc.
- Connect personnel to therapists your agency has vetted as being experienced with treating public safety personnel
- Show therapist locations on an interactive map
- Enable personnel to instantly contact therapists for in-person visit or teletherapy via a confidential portal

Dr. Gilmartin Survival Videos

Cordico is the only app featuring content from Dr. Kevin Gilmartin, the world-recognized behavioral scientist and educator. Dr. Gilmartin's seminar book, *Emotional Survival for Law Enforcement*, is considered the definitive guide on emotional and mental wellbeing for officers. The Cordico law enforcement app includes exclusive videos from Dr. Gilmartin on topics ranging from hypervigilance to how law enforcement changes people to the characteristics of emotional survivors.

Fitness, Nutrition, and Injury Prevention

Recognizing that wellbeing is not just about mental and emotional health, Cordico's wellness apps include resources to support fitness, nutrition and injury prevention.

- Yoga videos offered through an exclusive partnership with Yoga For First Responders

- Nutrition guides and the Cordico 30-Day Weight Loss Challenge
- Guided meditations
- Sleep sounds
- Ability to add agency-specific fitness videos, workout of the day, training videos, etc.

Proposal

Prepared By: Bill Switzer
Phone:
Email: bswitzer@lexipol.com

Quote #: Q-65554-1
Date: 7/27/2023
Valid Through: 10/25/2023

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 10,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	CordicoShield Law Enforcement Wellness App (12 Months)	USD 40,000.00	USD 15200	USD 15,200.00	USD 24,800.00
	Subscription Line Items Total			USD 15,200.00	USD 24,800.00
				USD 15,200.00	USD 24,800.00
				Discount:	USD 15,200.00
				TOTAL:	USD 24,800.00

Discount Notes

PUP

Notes

15 month subscription for the price of 12 months. Net 90 day terms. Invoice due in Jan. 2024



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

Hays County Commissioners Court

Date: 11/21/2023

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: 11/21/2023

Requested By:

Marisol Villarreal-Alonzo

Sponsor:

Commissioner Shell

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding duties of all individual positions within the office of the Hays County Auditor's Office. Possible discussion and/or action may follow in open court. **SHELL**

Summary

Additional information will be presented during the Executive session.



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

Hays County Commissioners Court

Date: 11/21/2023

Requested By:

Sponsor:

Judge Becerra

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 Snap Dragon and Project Lights Out. Possible discussion and/or action may follow in open court. **BECERRA**

Summary



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

Hays County Commissioners Court

Date: 11/21/2023

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



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

Hays County Commissioners Court

Date: 11/21/2023

Requested By:

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 duties of the position of the Hays County Local Health Authority. Possible discussion and/or action may follow in open court. **BECERRA**

Summary
