

Commissioners Court April 21, 2020
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS
publiccomments@co.hays.tx.us



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 the **21st day of April 2020**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER

INVOCATION

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

ROLL CALL

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, or email: publiccomments@co.hays.tx.us. Please Complete the Public Participation/ Witness Form in its Entirety.

NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS.

PRESENTATIONS & PROCLAMATIONS

1	4	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. BECERRA
2	5-6	Adopt a proclamation declaring April 25th - May 2nd, 2020 as National Infant Immunization Week in Hays County. INGALSBE/T.CRUMLEY
3	7-8	Adopt a proclamation declaring April 26th - May 3rd, 2020 as Soil & Water Stewardship Week in Hays County. BECERRA
4	9	Update on Census activity in Hays County by Census Coordinator Jessica Mejia. BECERRA

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.

5	10	Approve payments of County invoices. VILLARREAL-ALONZO
6	11	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
7	12-17	Approve Commissioners Court Minutes of April 14, 2020. BECERRA/CARDENAS
8	18-19	Authorize payment to ProPac, Inc. for \$503.48 for PPE eye protective wear related to COVID-19 response in which no purchase order was issued as required per County Purchasing Policy. BECERRA/T.CRUMLEY
9	20-21	Ratify the donation of 53 face guards and 152 face masks from Sand Socks, Inc. valued at \$3,072.95 for the Sheriff's Office and amend the budget accordingly. JONES
10	22-42	Ratify the submission of a grant application to the Department of State Health Services (DSHS) for the FY2020 COVID-19 Crisis CoAg Grant amending the original application to add an additional \$154,794.00. BECERRA/T.CRUMLEY
11	43	Authorize On-Site Sewage Facility Permit for a Single-Family Residence and three short-term rental cabins located at 501 Jennifer Ln, Driftwood, TX 78619. SHELL/STRICKLAND
12	44	Authorize On-Site Sewage Facility Permit for 3 - long-term rental Single-Family Residences located at 120 Hart Lane, Dripping Springs, Texas 78620. SMITH/STRICKLAND
13	45-51	Approve Utility Permits. BECERRA/BORCHERDING
14	52	Authorize the Sheriff's Office to accept a donation of \$1,000.00 from the San Marcos Lions Club to utilize for supplies and materials for the Drone Program and amend the budget accordingly. INGALSBE/CUTLER
15	53-123	Approve specifications for RFP 2020-P10 Bank Depository and authorize Purchasing to solicit for proposals and advertise. BECERRA/RICHEY
16	124-125	Approve extension of RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 123 days (August 31, 2020). BECERRA/RICHEY
17	126-128	Authorize the submission of an extension request to the General Land Office (GLO) for the Cotton Gin Road Project Contract No.18-501-000-B226 Community Development Block Grant Disaster Recovery Program Infrastructure Project Non-Research & Development 2015 Flood Allocation. BECERRA/JONES/T.CRUMLEY/BORCHERDING

18	129-165	Approve the updates to the Texas Property Assessed Clean Energy (PACE) Authority project documents approved by the Hays County Commissioners Court on or about January 17, 2017. SHELL
19	166-167	Authorize the execution of a \$3,335.00 Service Proposal with Firetrol Protection Systems for fire alarm control panel repairs at the Juvenile Detention Center. INGALSBE/LITTLEJOHN
20	168	Amend the Constable Pct. 2 operating budget for \$3,915.00 additional costs associated with the motorcycle unit approved in the FY20 budget process. JONES/TORRES
21	169-179	Authorize the County Judge to execute a Proposal with Conference Technologies, Inc. related to the Backend Processing and Display Wall System for the new Public Safety Building and amend the budget accordingly. INGALSBE/CUTLER
22	180-183	Authorize the purchase of a replacement Blodgett Convection Oven valued at \$3,906.47 for the Juvenile Detention Center and amend the budget accordingly. INGALSBE/LITTLEJOHN
23	184	Authorize the Transportation Department to purchase one new laptop computer for the Engineering Technician, slot 1031-001 and amend the budget accordingly. BECERRA/BORCHERDING

ACTION ITEMS

ROADS

24	185-188	Discussion and possible action to request that the Texas Department of Transportation (TxDOT) initiate the process to remove a portion of FM 2770 (Robert S. Light to 0.10 mile north of the intersection with Robert S. Light) from the State Highway System and convey to Hays County for future ownership of the right-of-way and maintenance. JONES/BORCHERDING
25	189	Discussion and possible action to award contract for IFB 2020-B05 US 290 @ Trautwein Road - Temporary Signal to Austin Traffic Signal Construction Company, Inc. SMITH/BORCHERDING

MISCELLANEOUS

26	190-191	Discussion and possible action to authorize an amendment to the laboratory testing contract between the Hays County Local Health Department and Clinical Pathology Laboratories (CPL) effective March 13, 2020 to include the testing of COVID-19. BECERRA/T.CRUMLEY
27	192	Discussion and possible action to execute a contract with Premier ER & Urgent Care related to COVID-19 Testing effective March 13, 2020. BECERRA/T.CRUMLEY
28	193	Discussion and possible action to execute a contract with Live Oak Health Partners Community Clinic related to COVID-19 Testing. BECERRA/T.CRUMLEY
29	194-196	Discussion and possible action to authorize the execution of a grant contract amendment with United Way for Greater Austin (United Way ATX) in amount of \$7,500.00 for support of 2020 Census outreach work and amend the budget accordingly. BECERRA/T.CRUMLEY
30	197-199	Discussion and possible action to authorize the County Judge to execute a Software License Conversion Request Form for NetMotion in order to add 33 licenses and transition to a Subscription License model. SHELL/MCGILL
31	200-230	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and Sunfield Municipal Utility District No. 4, a political subdivision of the State of Texas, related to road construction and maintenance within the Sunfield Development. JONES

EXECUTIVE SESSIONS

The Commissioners Court will announce 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.

32	231	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Human Resources Department. Possible discussion and/or action may follow in open Court. BECERRA/MILLER
33	232	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Emergency Services. Possible discussion and/or action may follow in open Court. BECERRA/REYES
34	233	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. SHELL
35	234	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding the Hays County Fire Code. Possible action may follow in open court. SMITH

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.

36	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA/RAVEN
37	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
38	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
39	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Pat Womack, HNTB and Allen Crozier, HDR. Possible action may follow. BECERRA
40	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. SHELL

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 17th day of April, 2020

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

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

April 21, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

BECERRA

N/A

SUMMARY

Information will be presented during Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Adopt a proclamation declaring April 25th - May 2nd, 2020 as National Infant Immunization Week in Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	April 21, 2020	\$0

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Tammy Crumley	INGALSBE	N/A

SUMMARY

Proclamation declaring April 25th - May 2nd as National Infant Immunization Week in Hays County.



**PROCLAMATION DECLARING THE WEEK OF APRIL 25 – MAY 2, 2020 AS
NATIONAL INFANT IMMUNIZATION WEEK**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

Whereas, with proper and complete vaccinations by the age of two, children can be protected against 14 vaccine-preventable diseases; and

Whereas, currently, the United States has the safest, most effective vaccine supply in its history; and

Whereas, vaccine-preventable diseases still circulate in the United States and around the world, so continued vaccination is necessary to protect everyone from potential outbreaks. Even when diseases are rare in the U.S., they can be brought into the country, putting unvaccinated children at risk; and

Whereas, despite some parents wanting to opt-out from vaccinating, most parents do vaccinate their children, resulting in high vaccine coverage rates in the U.S.; and

Whereas, when people are unvaccinated, outbreaks of diseases like measles and mumps can and do occur; and

Whereas, it is important to vaccinate children on time according to the childhood immunization schedule to provide the best protection early in life, when babies are vulnerable and before they are likely to be exposed to diseases; and

Whereas, for 26 years, National Infant Immunization Week has encouraged parents, caregivers, and health care professionals to participate in educational, recognition, and media events to increase the awareness of the importance of immunizing children before their second birthday; and

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim April 25– May 2, 2020 as

NATIONAL INFANT IMMUNIZATION WEEK

The Hays County Local Health Department encourages parents to make vaccinating their children a priority and to talk to family and friends about protecting their children with vaccines. We also encourage businesses, government agencies, community-based organizations and service groups to help spread the immunization message throughout their communities.

ADOPTED THE 21ST DAY OF APRIL 2020

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cardenas
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Adopt a proclamation declaring April 26th - May 3rd, 2020 as Soil & Water Stewardship Week in Hays County.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

April 21, 2020

AMOUNT REQUIRED

\$0

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

BECERRA

N/A

SUMMARY

See attached proclamation.



**PROCLAMATION DECLARING THE WEEK OF APRIL 26 – MAY 3, 2020 AS
SOIL & WATER STEWARDSHIP WEEK**

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

WHEREAS, fertile soil and clean water provide us with our daily sustenance; and

WHEREAS, effective conservation practices have helped provide us a rich standard of living; and

WHEREAS, our security depends upon healthy soil and clean water; and

WHEREAS, stewardship calls for each person to help conserve these precious resources,

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby
proclaim April 26– May 3, 2020 as

SOIL & WATER STEWARDSHIP WEEK

ADOPTED THE 21ST DAY OF APRIL 2020

**Ruben Becerra
Hays County Judge**

**Debbie Gonzales Ingalsbe
Commissioner, Pct. 1**

**Mark Jones
Commissioner, Pct. 2**

**Lon Shell
Commissioner, Pct. 3**

**Walt Smith
Commissioner, Pct. 4**

ATTEST:

**Elaine H. Cardenas
Hays County Clerk**

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Update on Census activity in Hays County by Census Coordinator Jessica Mejia.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

April 21, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

BECERRA

N/A

SUMMARY

Additional Information will be presented during Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE

CONSENT

MEETING DATE

April 21, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE

CONSENT

MEETING DATE

April 21, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve Commissioners Court Minutes of April 14, 2020.

ITEM TYPE

CONSENT

MEETING DATE

April 21, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

CARDENAS

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

HAYS COUNTY COMMISSIONERS' COURT MINUTES



APRIL 14, 2020

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 14th DAY OF APRIL A.D., 2020, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, 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
MARK JONES	COMMISSIONER, PCT. 2
LON A. SHELL	COMMISSIONER, PCT. 3
WALT SMITH	COMMISSIONER, PCT. 4
ELAINE H. CÁRDENAS	COUNTY CLERK

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

WITH ELAINE H. CÁRDENAS, COUNTY CLERK, BEING PRESENT THROUGH VIDEO CONFERENCE THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Reverend Javier Maldonado, 7th Day Adventist Church, gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Rodrigo Amaya, Hays County resident, gave a public comment regarding the unavailability of the Judge's office and other County office closures. He also stated that regarding Covid-19 there is miscommunication from the court. Dan Lyon, Hays County resident, gave public comments, regarding his displeasure with the Hays County Appraisal District (CAD) and the Tax-Assessors office. He also read the Hays County disbursements.

UPDATE FROM THE COUNTY JUDGE AND STAFF REGARDING THE LOCAL DISASTER DECLARATION AND COVID-19.

Judge Becerra spoke on this item, stating his goal is public health and getting people back to work. He stated he is continuing to work on bringing test to Hays County. He noted Hays County is just under 100 positive cases and one death has occurred. Shane Stevens, CEO/Founder of AnyPlace MD and the owner of several other businesses, presented to the court about their partnership with MD Box along with the test and products available to Hays County citizens. Amy Altman, Ph.D. and CEO of Reliant Immune Diagnostics, presented information and answered questions for the court regarding the MDBox product. The Commissioners, Judge Becerra, and Alex Villalobos, Emergency Management Coordinator, had discussions about confusion over in home monitoring and in home testing, as well as the time line as to which information was release through press conferences to the public about the availability and cost of the products. The Commissioners also discussed having the recordings of the elected officials meeting emailed to each of them throughout the week. Alex Villalobos, Emergency Management Coordinator, update the court on the current plan of action as well as possible actions for future phasing. He asked to meet with each Commissioner for input for future phasing. Eric Schneider, Med, Epidemiologist, stated the he gives a referral to the first responders to get testing done through Premier. The Health Department does not conduct any test. He stated that in his opinion he would want to follow CDC guidelines and use molecular testing as that is currently the only count that matters at this time. **No action was taken.**

35062 ACCEPT THE PRESENTATION OF LETTER FROM HAYS CALDWELL WOMEN'S CENTER (HCWC) REGARDING CHILD ABUSE AND SEXUAL ASSAULT PREVENTION AND AWARENESS MONTH.

A motion was made by Commissioner Jones seconded by Commissioner Smith to accept the Presentation of Letter from Hays Caldwell Women's Center (HCWC) Regarding Child Abuse and Sexual Assault Prevention and Awareness Month. All present voted "Aye." MOTION PASSED.

35063 APPROVE PAYMENTS OF COUNTY INVOICES.

A motion was made by Commissioner Smith seconded by Commissioner Jones to approve payments of County invoices. All present voted "Aye." MOTION PASSED.



APRIL 14, 2020

35064 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

A motion was made by Commissioner Smith seconded by Commissioner Jones to to approve the payment of United Healthcare claims. All present voted "Aye." MOTION PASSED.

35065 APPROVE COMMISSIONERS COURT MINUTES OF APRIL 7, 2020.

A motion was made by Commissioner Smith seconded by Commissioner Jones to approve Commissioners Court Minutes of April 7, 2020. All present voted "Aye." MOTION PASSED.

35066 APPROVE THE PAYMENT OF THE APRIL 15, 2020 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$2,925,000.00 EFFECTIVE APRIL 15, 2020 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.

A motion was made by Commissioner Smith seconded by Commissioner Jones to approve the payment of the April 15, 2020 payroll disbursements in an amount not to exceed \$2,925,000.00 effective April 15, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

35067 AUTHORIZE BUILDING MAINTENANCE TO REPLACE A FAILED AIR HANDLER UNIT (AHU) VALUED AT \$3,765.00 FOR THE SHERIFF'S PCT. 3 SATELLITE OFFICE AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Smith seconded by Commissioner Jones to authorize Building Maintenance to replace a failed Air Handler Unit (AHU) valued at \$3,765.00 for the Sheriff's Pct. 3 Satellite Office and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35068 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AMENDMENT NO. 1 TO DSHS CONTRACT NO. HHS000371500030 GRANTING A NO COST EXTENSION WITH A REVISED TERMINATION DATE OF JUNE 30, 2021.

A motion was made by Commissioner Smith seconded by Commissioner Jones to authorize the County Judge to execute Amendment No. 1 to DSHS Contract No. HHS000371500030 granting a no cost extension with a revised termination date of June 30, 2021. All present voted "Aye." MOTION PASSED.

35069 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN ANNUAL AGREEMENT BETWEEN HAYS COUNTY AND STAR ASSET SECURITY IN THE AMOUNT OF \$17,190.00 FOR THE ANNUAL INSPECTIONS AND MAINTENANCE OF ALL HAYS COUNTY FIRE SYSTEMS, EXTINGUISHERS, AND ALARMS.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize the County Judge to execute an annual agreement between Hays County and Star Asset Security in the amount of \$17,190.00 for the annual inspections and maintenance of all Hays County fire systems, extinguishers, and alarms. All present voted "Aye." MOTION PASSED.

35070 RATIFY THE ACCEPTANCE OF 80 WHATABURGER GIFT CARDS FROM MR. WILLIAM HOWARD, VALUED AT \$800.00, AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Ingalsbe thanked Mr. William Howard for his donation. A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to ratify the acceptance of 80 Whataburger gift cards from Mr. William Howard, valued at \$800.00, and amend the budget accordingly. All present voted "Aye." MOTION PASSED.



APRIL 14, 2020

- 35071 RATIFY THE DONATION OF HAND SANITIZER FROM THE FRATERNAL ORDER OF POLICE VALUED AT \$85.00 FOR THE SHERIFF'S OFFICE PATROL UNIT AND AMEND THE BUDGET ACCORDINGLY.**

Commissioner Smith thanked the Deep Eddy Distillery for their donation of the hand sanitizer to the Fraternal Order of Police who then donated to Hays County. He also noted an agenda item for next week that will also include a donation of hand sanitizer from another distillery. **A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to ratify the donation of hand sanitizer from The Fraternal Order of Police valued at \$85.00 for the Sheriff's Office patrol unit and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

- 35072 APPROVE PAYMENT OF INVOICES TO WALDRIP INSURANCE AGENCY FOR ANNUAL TAX ASSESSOR COLLECTOR BONDS, WHERE NO PURCHASE ORDER WAS REQUESTED, PER HAYS COUNTY PURCHASING POLICY.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve payment of invoices to Waldrup Insurance Agency for annual Tax Assessor Collector bonds, where no purchase order was requested, per Hays County Purchasing Policy. All present voted "Aye." MOTION PASSED.

- 35073 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROPOSAL WITH CONFERENCE TECHNOLOGIES, INC. RELATED TO AN AUDIO VISUAL (A/V) SYSTEM FOR THE NEW JAIL ADDITION AND TRAINING BUILDING AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Proposal with Conference Technologies, Inc. related to an Audio Visual (A/V) System for the New Jail Addition and Training Building and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 35074 RATIFY THE DONATION OF BLEACH (SODIUM HYPOCHLORITE) FROM FORMOSA PLASTICS CORPORATION TEXAS COUNTY WIDE SANITATION RELATED TO THE COVID-19 PANDEMIC AND AMEND THE BUDGET ACCORDINGLY.**

Commissioner Ingalsbe and Tammy Crumley, Director of County Wide Operations, thanked Formosa Plastics Corporation for their donation. Tammy Crumley noted she will send the itemization of the donation which is just under 300 gallons and approximately worth \$1200 to the Auditor. **A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to ratify the donation of bleach (sodium hypochlorite) from Formosa Plastics Corporation Texas County Wide sanitation related to the COVID-19 Pandemic and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

- 35075 AUTHORIZE PAYMENT TO AUTOMATION DESIGN FOR \$1,461.50 FOR THE JUSTICE OF THE PEACE PCT. 5 OFFICE RELATED TO COURTROOM SECURITY CAMERA REPAIRS IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER COUNTY PURCHASING POLICY AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Shell seconded by Commissioner Jones to authorize payment to Automation Design for \$1,461.50 for the Justice of the Peace Pct. 5 Office related to courtroom security camera repairs in which no purchase order was issued as required per County Purchasing Policy and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 35076 AUTHORIZE PAYMENT TO POGUE CONSULTING FOR \$5,599.50 FOR COVID-19 PPE SUPPLIES IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER COUNTY PURCHASING POLICY.**

A motion was made by Shell seconded by Commissioner Jones to authorize payment to Pogue Consulting for \$5,599.50 for COVID-19 PPE supplies in which no purchase order was issued as required per County Purchasing Policy. All present voted "Aye." MOTION PASSED.



APRIL 14, 2020

35077 AUTHORIZE THE EXECUTION OF A GRANT CONTRACT WITH THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) IN THE AMOUNT OF \$150,839.00 FOR ACTIVITIES IN RELATION TO THE CORONAVIRUS 2019 (COVID-19) RESPONSE AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to authorize the execution of a grant contract with the Department of State Health Services (DSHS) in the amount of \$150,839.00 for activities in relation to the Coronavirus 2019 (COVID-19) response and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

PURCHASE AND DISTRIBUTE COVID-19 TESTS AND OTHER PRODUCTS AND SERVICES RELATED TO COVID-19.

Judge Becerra spoke on this item, stating that he would like to expand testing throughout Hays County through legal and vetted processes. He is requesting the court come up with a dollar amount to purchase tests. He called on Mike Jones, Emergency Preparedness Coordination, to speak to the court in greater detail. Mike Jones stated for the vulnerable population per the CDC guidelines people will be triaged, then given further instruction for testing if needed. The General population per CDC guidelines if they feel sick or have symptoms of the virus should self-quarantine. The Commissioners followed up with several questions about the plan to purchase, distribute, and administer the test. Tammy Crumley, Director of County Wide Operations, spoke to the court on the initial phase the Health Department is currently using, that is to test first responders using Premier and CPL. She stated she would bring an agenda item to court for a contract with these providers, and suggested possibly expanding the plan to administer more testing. She also noted there are grant funds available, however the grants would only cover molecular testing. The Commissioners and Judge through a lengthy discussion spoke about the difference of molecular and serology testing, the needs for the testing, and the steps to reopen businesses following the Governor's Order. **No action was taken.**

35078 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT WITH BRIZO CONSTRUCTION, LLC FOR ALL PROJECTS UNDER RFP 2020-P05 BUILDER SERVICES RELATED TO THE CDBG-DR HOUSING PROGRAM AND APPROVE THE NOTICE TO PROCEED FOR EXECUTION AT EACH PRE-CONSTRUCTION MEETING.

Mark Kennedy, General Counsel, spoke on this item noting edits that were made to the back up and reviewing those changes with the court. **A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the County Judge to execute a contract with Brizo Construction, LLC for all projects under RFP 2020-P05 Builder Services related to the CDBG-DR Housing Program and approve the Notice to Proceed for execution at each pre-construction meeting. All present voted "Aye." MOTION PASSED.**

Clerk's Note Agenda Item #20 RE: DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION. - 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. The approximate cost of outsourcing for the week of April 5th through April 11th was \$57,534.00. The average number of outsourced inmates for males was 142 and 0 females. **No action taken.**

Clerk's Note Agenda Item #22 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 #23 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, WADE BENTON, HNTB AND ALLEN CROZIER, HDR. POSSIBLE ACTION MAY FOLLOW. - WAS PULLED.

Clerk's Note Agenda Item #24 RE: DISCUSSION OF ISSUES RELATED TO ELECTRO PURIFICATION INCLUDING UPDATES ON THE FILED APPLICATION. POSSIBLE ACTION MAY FOLLOW. - WAS PULLED.



APRIL 14, 2020

ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 1:04 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 April 14, 2020.



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



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize payment to ProPac, Inc. for \$503.48 for PPE eye protective wear related to COVID-19 response in which no purchase order was issued as required per County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 21, 2020	\$503.48

LINE ITEM NUMBER

01-656-99-131.5225

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: NO **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
T. CRUMLEY	BECERRA	N/A

SUMMARY

The Countywide Operations Department is requesting payment to ProPac, Inc. in the amount of \$503.48 for PPE - eye protective wear - that was purchased without a purchase order as per the County Purchasing Policy. Countywide Operations was with the misunderstanding that under the Hays County DR-4485 COVID-19 Pandemic Procurement Policy & Procedures (1)(b)(i) adopted by Commissioners Court on Tuesday 7, 2020 that "eye protective wear" was temporarily exempt from the purchase order process.

Attachment: ProPac, Inc. Invoice



ProPac, Inc.

2390 Air Park Rd, North Charleston, SC 29406

Phone: (800) 345-3036

Fax: (888) 877-6722

<https://propacusa.com/>

Invoice #:368254

Invoice Date: 4/9/2020

Sales Order #: 96562

Shipped from PROPACINC

Entered By: SMINTON

Acct #: HAY00012

Bill To: HAYS COUNTY

712 SOUTH STAGECOACH TRAIL
STE. 1071
SAN MARCOS, TX 78666
US

Phne#: (512) 393-2273

Ship To: HAYS COUNTY

2171 YARRINGTON ROAD
STE 300
KYLE, TX 78640
US

Phne#: (512) 393-7339

Order Date
4/8/2020

Terms of Sale
NET 10 DAYS

Purchase Order

Shipment Method
GRND

Tracking #
391754319329

Line	Qty	Item Number	Description	Invoiced	UOM	Unit Price	UOM	Item Total
1	200.00	D8003	SAFETY GOGGLES	200.00	EA	\$2.18	EA	\$436.00
SubTotal								\$436.00
Freight (includes Shipping & Handling)								\$67.48
Tax								\$0.00
Total								\$503.48

 **PAID**

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Ratify the donation of 53 face guards and 152 face masks from Sand Socks, Inc. valued at \$3,072.95 for the Sheriff's Office and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 21, 2020	None

LINE ITEM NUMBER

001-656-99-131]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	JONES	N/A

SUMMARY

The Sheriff's Office accepted face shields and face masks for law enforcement and administrative staff as needed. The donation will be recorded as a donated resource for the COVID-19 response.

Attachment: Sand Socks, Inc. Sales Order donation value

Budget Amendment:
Increase Contributions .4610
Increase PPE Supplies .5225

Sand Socks, Inc.
5381 Industrial Way Dr
Buda, TX 78610

BAGS only		BAGS Preferred	
CARD only		ANY Packaging	
		UPC Stickers	

Sales Order

Date	S.O. No.
4/8/2020	040820-1MM

Name / Address
Hays County Sheriff 1307 Uhland Road San Marcos, Texas 78666

Ship To
Hays County Sheriff 1307 Uhland Road San Marcos, Texas 78666

NEW CUSTOMER	
--------------	--

P.O. No.
COVID-19_Donation

Ordered	Item	Description	Rate	Invoiced	Amount
53	NG-B	Neck Gaiter/Face Guard - BLACK - Large	14.99	0	794.47T
50	FM-BC-L	Face Mask - BLACK CAMO - Large	14.99	0	749.50T
102	FM-B	**Pending** Face Mask - Large	14.99	0	1,528.98T
	Vendor Credit	COVID-19 Donation for officers and staff	-3,072.95 0.00%	0	-3,072.95T 0.00

Box Size_____	Weight_____#s
_____	_____#s
_____	_____#s
Date_____	Initials_____

Subtotal	\$0.00
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Total	\$0.00
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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Ratify the submission of a grant application to the Department of State Health Services (DSHS) for the FY2020 COVID-19 Crisis CoAg Grant amending the original application to add the amount of \$154,794.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 21, 2020	N/A

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
T.CRUMLEY	BECERRA	N/A

SUMMARY

On April 7, 2020 the Commissioners Court ratified an application that was submitted to the Department of State Health Services (DSHS) for the FY2020 COVID-19 CoAg Grant (No. CDC-RFA-TP18-1802) in the amount of \$150,839. This application will amend the original submitted and add an amount of \$154,794.00 for supplied that include: personal protective equipment (PPE), sanitizing equipment, and COVID-19 tests. No match I required. The contract will be in effect beginning 12/1/2019 through 3/15/2021.

Attachments: DSHS Grant Application Amendment 1



FY2020
COVID-10 Crisis CoAg Amendment 1

Applicant Information

Legal Name of Agency:

Hays County Health Department

Mailing Address:

Street / PO Box: 712 S. Stagecoach Trail, Suite 1045

City: San Marcos, TX

Zip: 78666

Payee Name:

Hays County Treasurer

Payee Mailing Address:

Street / PO Box: 712 S. Stagecoach Trail, Ste. 1094

City: San Marcos, Texas

Zip: 78666

State of Texas Comptroller Vendor ID #

(11 digit + 3 digit mail code):

17460022415002

DUNS # (9 digits required for subrecipient contracts):

09-7494884

Fiscal Year-End Date (MM/DD)

09/30

Type of Entity (Choose one)

City: ☐ Click on appropriate box
County: ☒
Other Political Subdivision: ☐
Nonprofit Organization: ☐
Community-Based Organization: ☐
Hospital: ☐
State Controlled Institution of Higher Learning: ☐
Other: ☐
Faith Based (Nonprofit Org): ☐

Contract Term:

Start Date: 12/1/2019

End Date: 3/15/2021

State-wide or Counties Served

State-wide or County(ies) Served:

Hays County

Amount of Funding Allocated:

\$154,794.00

Minimum Unduplicated Clients to be Served



CONTACT PERSON INFORMATION

Legal Business Name:

Hays County Health Department

This form provides information about the appropriate contacts in the contractor's organization. If any of the following information changes during the term of the contract, please send written/e-mail notification to the Assigned Contract Manager.

Health Director / CEO / Executive Director: Tammy Crumley
Direct Phone: 512-878-6673 Ext:
E-mail: tammy.crumley@co.hays.tx.us

Mailing Address (street, city, county, & zip):

712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

B-13 Submitter: Amy Fraga
Direct Phone: 512-393-2273 Ext:
E-mail: amy.fraga@co.hays.tx.us

Mailing Address (street, city, county, & zip):

712 S. Stagecoach Trail, Ste. 1071 San Marcos, TX
78666

Program Lead Person: Mike Jones
Direct Phone: 512-393-5538 Ext:
E-mail: mike.jones@co.hays.tx.us

Mailing Address (street, city, county, & zip):

712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

Contract Lead Person: Mike Jones
Direct Phone: 512-393-5538 Ext:
E-mail: mike.jones@co.hays.tx.us

Mailing Address (street, city, county, & zip):

712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

Contract Authorized Signatory: Ruben Becerra
Direct Phone: 512-393-2205 Ext:
E-mail: judge.becerra@co.hays.tx.us

Mailing Address (street, city, county, & zip):

111 E. San Antonio St., Ste. 300, San Marcos, TX.
78666

Additional Contract Authorized Signatory:
Direct Phone: Ext:
E-mail:

Mailing Address (street, city, county, & zip):

FFATA/Assurances Signatory:
Direct Phone: Ext:
E-mail:

Mailing Address (street, city, county, & zip):

BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County Health Department

Budget Categories	TOTAL BUDGET	DSHS Funds Requested (Allocation Amount)
A. Personnel	\$68,400	\$68,400
B. Fringe Benefits	\$5,233	\$5,233
C. Travel	\$0	\$0
D. Equipment	\$18,000	\$18,000
E. Supplies	\$41,756	\$41,756
F. Contractual	\$16,005	\$16,005
G. Other	\$5,400	\$5,400
H. Total Direct Costs	\$154,794	\$154,794
I. Indirect Cost Rate Amount	\$0	\$0
J. Total (Sum of H and I)	\$154,794	\$154,794

Direct Federal Funds	
Other State Agency Funds	
Local Funding Sources	
Other Funds	

Contract Total	\$154,794.00
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PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

PERSONNEL	Position Vacant Y/N	Job Summary	FTEs	Certification or License (Enter NA if not required)	Estimated Total Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Name + Functional Title							
Part-Time Infectious Disease Intern - Maria	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$1,900	12	\$17,100
Part-Time Infectious Disease Intern - Hayden Matz	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$1,900	12	\$17,100
Part-Time Infectious Disease Intern - Nicole Calvert	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$1,900	12	\$17,100
Part-Time Infectious Disease Intern - Ariel Valdez	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$1,900	12	\$17,100
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL SHEETS							\$0
SalaryWage Total							\$68,400

FRINGE BENEFITS		Itemize the elements of fringe benefits in the space below:	
FICA = \$68400 x .062 = \$4241.00 \$68400 x .0145 = \$992.00		MEDICARE =	
Total Number of FTEs:	3.00	Fringe Benefit Rate %	7.65%
		Fringe Benefits Total	\$5,233

TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days & Employees		
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$0
Revised: 07-13-2017

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel Other / Local Travel Costs: Conference / Workshop Travel Costs: **Total Travel Costs:**

Indicate Policy Used:

Respondent's Travel Policy State of Texas Travel Policy

Legal Name of Respondent: Hays County Health Department

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total Cost
Goodway Bio Sprayer with Product: Domain 4	Sanitize and disinfect Hays County Buildings and vehicles	2	\$9,000	\$18,000
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

\$18,000

SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Itemize and describe each supply item and provide an estimated quantity and cost.

Description of Item Provide estimated quantity and cost	Purpose & Justification	Total Cost
Tents - Domain 4	Areas of medical material distribution: 10 Tents at \$200 each	\$2,000
Cloraplast and A Frame Signs - Domain 3	Information sharing and emergency public communication: 80 signs at \$100 each	\$8,000
Pelican Cases - Domain 4	Use to store and transport medical material: 6 cases at \$225 each	\$1,350
PPE - Domain 4	Masks, gloves, chemical gloves, gowns, face shields, etc. Any available PPE that can be found.	\$30,406

	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	\$0

Total Amount Requested for Supplies:

\$41,756

CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Hays County Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	# of Payments	RATE OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	TOTAL COST
Premier ER	COVID 19 Testing - Domain 6 & Domain 5	Laboratory testing costs - combined tests and personnel fees	Per Test	3	\$3,750.00	\$11,250
CPL	COVID 19 Testing - Domain 6 & Domain 5	Laboratory testing costs - combined tests and personnel fees	Per Test	3	\$1,585.00	\$4,755
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

\$16,005

OTHER COSTS Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Description of Item Include quantity and cost/quantity	Purpose & Justification	Total Cost
Printing - Domain 3	Information sharing, brochures, signs, public information	\$3,000
Administrative Supplies - Domian 3 and Domain 5	Office Supplies	\$2,400
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	\$0

Total Amount Requested for Other:

\$5,400

Indirect Cost Rate

Legal Name of Respondent:

Hays County Health Department

Total amount of indirect costs allocable to the project:

Amount:

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Indirect Costs)**

RATE:

BASE:

I attest that I have not had an approved indirect cost rate and I am requesting/electing to utilize the de minimis indirect cost rate.

I elect not to request indirect costs.

SUPPLEMENTAL FORMS INSTRUCTION

The budget templates (two per budget category) that follow are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Applicants that have utilized all the lines on the primary budget template must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form I - 1 Personnel) have been used, go to the supplemental template labeled "Form I - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form I - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

The supplemental budget templates are:

Personnel Supplemental
Travel Supplemental
Equipment & Controlled Assets Supplemental
Supplies Supplemental
Contractual Supplemental
Other Costs Supplemental

PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Health Department

PERSONNEL							
Name + Functional Title	Vacant Y/N	Job Summary	FTEs	Certification or License (Enter NA if not required)	Estimated Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
			0.00				
						SalaryWage Total	\$0

TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Health Department

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days & Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Revised: 07-13-2017

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: **\$0**

Conference / Workshop Travel Costs: **\$0**

Total Travel Costs:

\$0

EQUIPMENT AND CONTROLLED ASSETS Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Health Department

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order/quote.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

\$0

SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Health Department

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. # of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (i.e., office, computer, medical, client incentives, educational, etc.)

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Hays County Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL:

\$0

OTHER COSTS Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Hays County Health Department

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: \$0

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for a Single-Family Residence and three short-term rental cabins located at 501 Jennifer Ln, Driftwood, TX 78619.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 21, 2020	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Strickland, Director of Development Services	SHELL	N/A

SUMMARY

Abe Rothbaum is proposing an OSSF to serve a single-family residence and three short term rental cabins. This 5.18-acre tract of land, located in the Rolling Oaks Subdivision, will be served by a private well. The system designer, Stan Burrier, P.E., has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be dispersed via surface application for a maximum daily rate of 960 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for 3 - long-term rental Single-Family Residences located at 120 Hart Lane, Dripping Springs, Texas 78620.

ITEM TYPE

CONSENT

MEETING DATE

April 21, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY

Caitlyn Strickland, Director of Development Services

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Greg Thompson is proposing an OSSF to serve 3 long-term rental single-family residences. This 10.00-acre tract of land is Lot H-5 of Section 1 in the Harmon Hills subdivision and each house will be served by a rainwater collection system.

The system designer, Stephen Jetton, R.S., has designed a standard treatment system. After treatment, the effluent will be dispersed via standard disposal for a maximum daily rate of 540 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE

CONSENT

MEETING DATE

April 21, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Jerry Borcharding

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Permit #:	Road Name:	Utility Company:
TRN-2020-3300-UTL	Mathias Lane	JL Grey
TRN-2020-3299-UTL	Mathias Lane & Windy Hill Road	JL Grey
TRN-2020-3297-UTL	Main Street	Spectrum



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 4/22/2020 .

Utility Company Information:

Name: GBRA
Address: 933 East Court Street Seguin TX
Phone:
Contact Name: Mike Castillo

Engineer / Contractor Information:

Name:
Address:
Phone: 2147695854
Contact Name: Hunter Roese

Hays County Information:

Utility Permit Number: TRN-2020-3300-UTL
Type of Utility Service: 8" Wastewater Line
Project Description:
Road Name(s): Mathias Lane, , , , , ,
Subdivision:
Commissioner Precinct: Precinct 2

Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on 4/21/2020.

A handwritten signature in black ink, appearing to read "Tyler Roese".

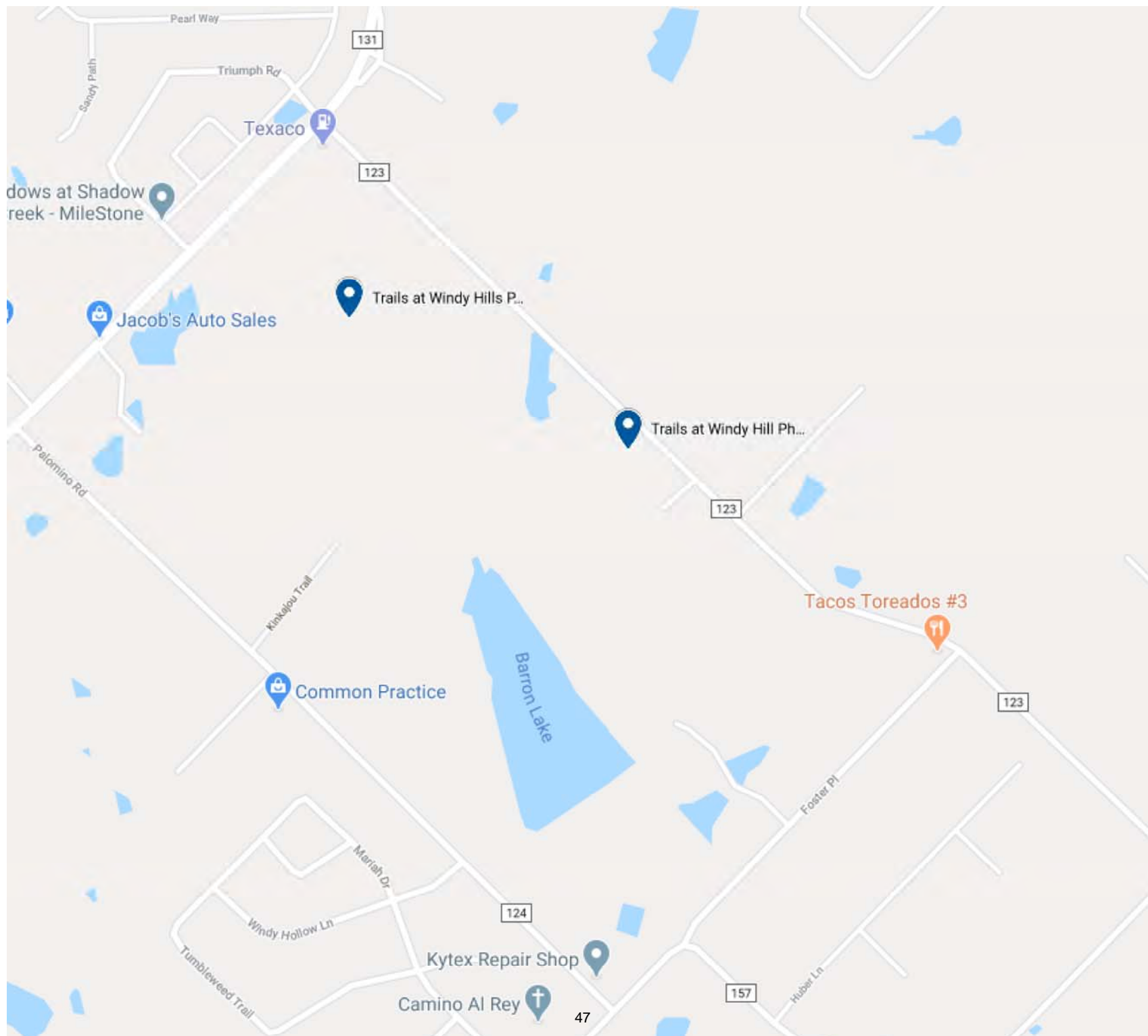
Permit Coordinator

04/15/2020

Signature

Title

Date





Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

**** 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 4/22/2020 .

Utility Company Information:

Name: GOFORTH
Address: 8900 Niederwald Strasse Kyle TX
Phone:
Contact Name: Billy

Engineer / Contractor Information:

Name:
Address:
Phone: 2147695854
Contact Name: Hunter Roese

Hays County Information:

Utility Permit Number: TRN-2020-3299-UTL
Type of Utility Service: 16" Water Line
Project Description:
Road Name(s): Mathias Lane, Windy Hill Road, , , , ,
Subdivision:
Commissioner Precinct:

Authorization by Hays County Transportation Department

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

A handwritten signature in black ink, appearing to read "Tyler Roese".

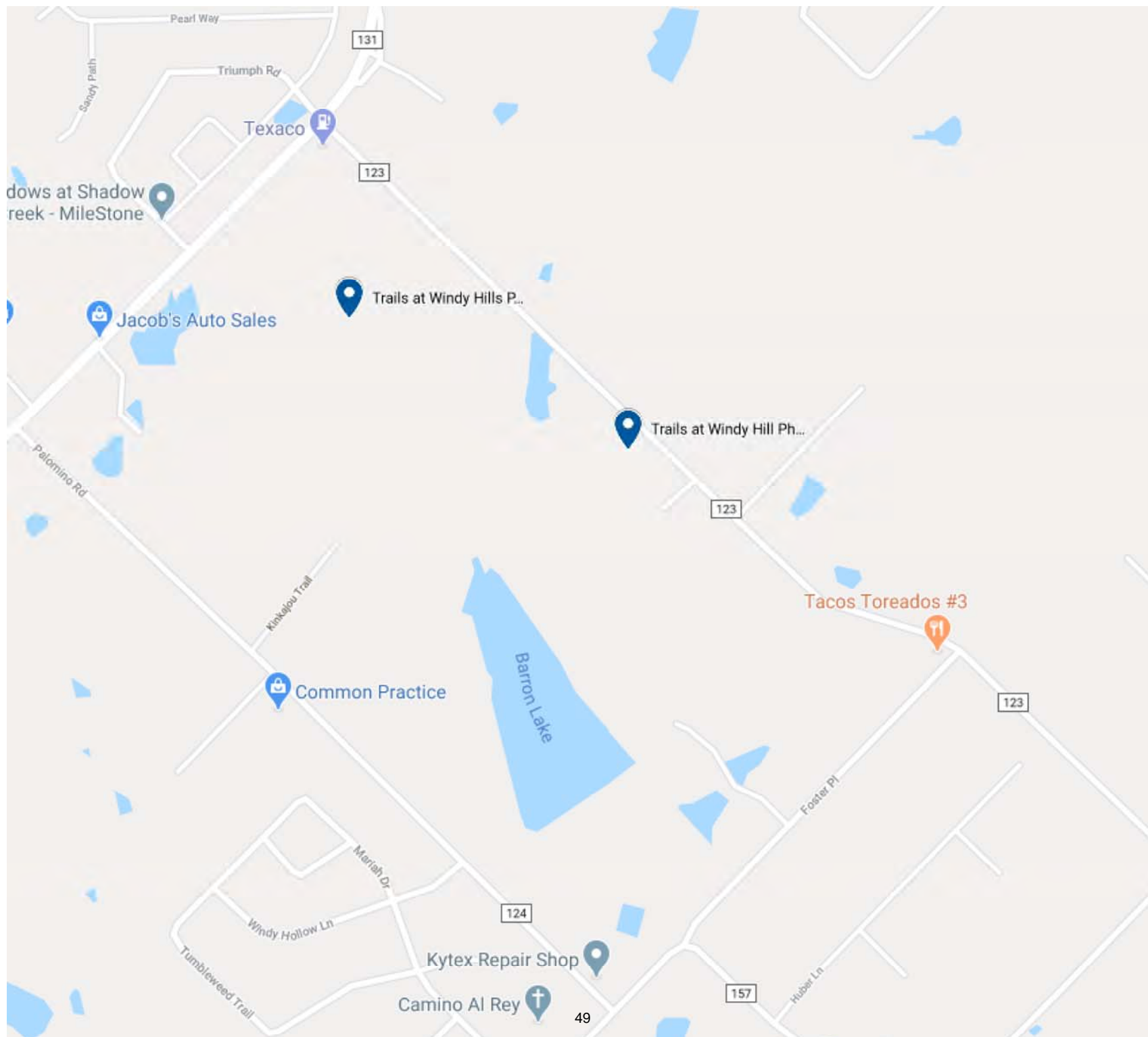
Permit Coordinator

04/15/2020

Signature

Title

Date





Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

**** 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 4/13/2020 .

Utility Company Information:

Name: Spectrum
Address: 810 W Howard Ln Austin TX
Phone:
Contact Name: Aaron Huntemann

Engineer / Contractor Information:

Name: SLP Cable LLC
Address: 6918 Twilight Mesa Austin TX 78660
Phone: 5123013100
Contact Name: Jim Bauer

Hays County Information:

Utility Permit Number: TRN-2020-3297-UTL
Type of Utility Service: 1-3" HDPE (Fiber Optic Cable)
Project Description:
Road Name(s): S Main St, Campo Del sol Pkwy, , , , ,
Subdivision:
Commissioner Precinct:

Authorization by Hays County Transportation Department

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

A handwritten signature in black ink, appearing to read "Tyler Peadar".

Permit Coordinator

04/15/2020

Signature

Title

Date



Transportation Department
2171 Yarrington Road
P O Box 906
San Marcos, TX 78667-0906
(512) 393-7385

Application for Installation

Utility Line on Hays County Right of Way

Date: 04/03/2020

******AS OF JANUARY 1, 2020 UTILITY PERMIT REQUESTS WILL HAVE AN APPLICATION FEE******

Formal notice is hereby given that:

Utility Company Spectrum DBA Time Warner Cable proposes to place a 1 - 3" HDPE (Fiber Optic Cable) line within County Right-of-Way of Hays with contractor SLP Cable as follows:
(give location, length, general design, etc.)

If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way unless otherwise approved by the County.

The line will be constructed and maintained on the road right-of-way as directed by the Hays County Transportation Dept. (HCTD), an agency of the Commissioners Court of Hays County, in accordance with governing laws, including but not limited to the "Federal Clean Water Act," the "Federal Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by the HCTD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCTD before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "General Special Provisions."

Our firm 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 this installation.

The location and description of the proposed line and appurtenances is more fully shown by 1 complete sets of drawings attached to this notice.

It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road: and it is further understood that Hays County may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days' written notice.

It is understood and agreed that any damages sustained to the appurtenances installed under this proposal as a result of road construction and/or maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work shall be the sole burden and expense of the owner.

Applicant agrees to notify HCTD prior to commencement of any routine of periodic maintenance which requires pruning of trees within the road right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements as set forth herein, Hays County may take such action as it deems appropriate to compel compliance.

Construction of this line will begin on or after the 6th day of April, 2020.

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm LJA Engineering

Title Operations Manager

By (Print) Brent Gurley

Address 2700 La Frontera Blvd Ste. 150

Signature Brent Gurley

Round Rock TX 78681

Phone 512-439-4758

Approved by Hays County Transportation Department

Signature

Title

Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the Sheriff's Office to accept a donation of \$1,000.00 from the San Marcos Lions Club to utilize for supplies and materials for the Drone Program and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 21, 2020	N/A

LINE ITEM NUMBER

052-618-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	N/A

SUMMARY

The Sheriff's Office is requesting approval to accept a donation of \$1,000.00 from the San Marcos Lions Club. The club is requesting to utilize donated funds to purchase supplies and materials for the Drone Program.

Budget Amendment:

Fund 052 - Sheriff Special Projects Fund:

Increase Contributions .4610

Increase Law Enforcement Supplies .5206

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve specifications for RFP 2020-P10 Bank Depository and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 21, 2020	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Britney Richey	BECERRA	N/A

SUMMARY

Hays County is requesting proposals from highly qualified banks to serve as depository for the County.

Attached:
RFP 2020-P10 Bank Depository
Attachment A: Hays County Investment Policy
Attachment B: Hays County Collateral Security Agreement
Attachment C: Hays County W-9



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: RFP 2020-P10
Bank Depository

Date Issued: April 21, 2020

SOLICITATION

Respondents must submit proposals as listed: one (1) original and one (1) digital copy on a thumb drive
Proposals will be received at the Hays County Purchasing Office at the address shown above until:

12:00 p.m. local time June 4, 2020

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

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

Questions concerning this RFP must be
received in writing no later than 5:00
p.m. on May 20, 2020

Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

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

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:

Important: Award notice may be made on this form or by other Authorized official written notice.

	Attest:	Approved as to Form:
Ruben Becerra, Hays County Judge	Elaine Cardenas, Hays County Clerk	Hays County Office of General Counsel

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B. Hays County Collateral Security Agreement	
C. Hays County W-9	

I. RFP Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that must be submitted with the bid/proposal in order to be considered responsive. Any bids/proposals received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

A COMPLETE SOLICITATION RESPONSE PACKAGE SHALL INCLUDE:

- ___ 1. Solicitation, Offer and Award completed and signed
- ___ 2. Vendor Reference Form
- ___ 3. Form 1295 (Certificate of Interested Parties) filed online with the Texas Ethics Commission and signed – provide certificate number on Form 1295 that you return with packet
- ___ 4. Conflict of Interest Questionnaire completed and signed
- ___ 5. Code of Ethics signed
- ___ 6. HUB Practices signed
- ___ 7. House Bill 89 Verification signed and notarized
- ___ 8. Senate Bill 252 Certification
- ___ 9. Debarment & Licensing Certification signed and notarized
- ___ 10. Vendor/Bidder's Affirmation completed and signed
- ___ 11. Related Party Disclosure Form
- ___ 12. Proposal Application
- ___ 13. Hays County Investment Policy – Signed
- ___ 14. Hays County Collateral Security Agreement - Signed
- ___ 15. Any addenda applicable to this solicitation
- ___ 16. One original proposal and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Respondent's Name on the outermost envelope, addressed to:

Hays County Purchasing
712 S Stagecoach Trail, Suite 1071
San Marcos, TX 78666

II. Summary

1. **Type of Solicitation:** Request for Proposals
2. **Solicitation Number:** RFP 2020-P10 Bank Depository

Hays County is requesting proposals from qualified vendors to serve as depository for the County.
3. **Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
4. **Responses to Solicitation:** Sealed Summary of Qualifications marked with Solicitation Number and Respondent Name on the outermost envelope
One (1) originals and one (1) digital copy on a thumb drive
5. **Deadline for Responses:** In issuing office no later than:
June 4, 2020; 12:00 p.m. Central Time (CT)
6. **Initial Contract Term:** August 1, 2020 – July 31, 2024 (four-year contract)
7. **Optional Contract Terms:** none
8. **Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
9. **Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than May 20, 2020; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted on BidNet Direct, CivicPlus, and the ESBD.

All questions regarding the RFP shall be submitted via email to the Hays County Purchasing email above. Informal verbal inquiries are not allowed. No questions will be accepted after the deadline stated above. Responses will be posted on the BidNet Direct, the CivicPlus and the ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFP, if any, will be posted on The BidNet Direct, the CivicPlus and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph.

Respondents should not rely upon any other sources of written or oral responses to inquiries.

10. Addenda

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

Anticipated Schedule of Events

April 21, 2020	Issuance of RFP
May 20, 2020	Deadline for Submission of Questions (5:00 PM CT)
June 4, 2020	Deadline for Submission of Proposals (12:00 PM CT) Late proposals will not be accepted.
July 2020	Anticipated contract award date
August 2020	Anticipated contract start date

III. Specifications

A. Introduction

Hays County, Texas (“County”) is requesting proposals from qualified vendors to serve as depository for the County.

B. Background

Hays County currently maintains approximately 100 interest bearing bank accounts along with approximately 35 certificates of deposits. The average daily balance of all county accounts from March – September is approximately \$17 million currently. During October – February the average balance may reach \$80 million or more.

Hays County is not currently on an account analysis but can offer the following internal approximate estimations of service breakdowns:

- Hays County receives approximately 30,000 ach deposits per year.
- Hays County initiates approximately 25,000 individual ACH transactions annually in approximately 900 separate ACH Files.
- Hays County issues approximately 50,000 checks annually.
- Hays County makes approximately 10,000 separate physical deposits (cash, check, money order) per year. The exact number of articles is not available. The level of international currency, and transactions is extremely small and insignificant.

C. Qualifications

Hays County is seeking a Bank Depository with the following minimum qualifications:

1. By returning a Proposal, the institution acknowledges that it understands the Revised Civil Statutes of Texas, (Article 2544, et seq., of the Revised Civil Statutes of Texas, as revised by Local Government Code, Chapter 116.000 through 116.155 as passed by the 70th Leg. 1987 and amended by Acts 1991, 72nd Leg., and Acts 1996, 74th Leg.; and Article 2547 a,b,c.) that pertain to the managing and safekeeping of County Funds and will comply with these statutes. Also, the Bank acknowledges that it understands the Revised Civil Statutes of Texas (Article 2558a, et seq., of the Revised Civil Statutes of Texas, as revised by the Local Government Code, Chapter 117.000 through 117.124 as passed by the 70th Leg. 1987 and amended by Acts 1989, 71st Leg., Acts 1991, 72nd Leg., Acts 1993, 73rd Leg., and Acts 1995, 74th Leg.) that pertain to depositories, certain trust funds and court registry funds held in trust by the County and will comply with these statutes.
2. The selected Bank shall qualify as a depository in compliance with T.T.C.S., local Government Code Chapter 116, and Government Code Chapters 2256 and 2257.
3. An institution submitting a proposal must have adequate organization, facilities, equipment and personnel to provide prompt and efficient services to the County as proposed.
4. An institution submitting a proposal must be an Equal Opportunity employer and lender and should furnish evidence of such with the proposal.
5. An institution submitting a proposal must assign and identify a senior level management person as liaison with the Hays County Treasurer, should the proposal be accepted.

6. An institution submitting a proposal will specify an officer of the bank at the local branch who will be responsible for attending to inquiries, request for services, and daily activities regarding the managing of Hays County accounts, should the proposal be accepted.
7. The selected institution must also provide the County Treasurer with a list of contact personnel within the bank who are qualified to provide information and assistance in the following areas:
 - General Information
 - Safekeeping and Securities Clearance
 - Posting and Deposit Discrepancies
 - Stop Payments
 - Balance Adjustments
 - Collateral Adequacy / Transactions
 - Internal Transfers
 - Wire Transfers
 - Online / Bank Software Service
 - Investments
 - Check/Supply orders
 - Check Clearing and encoding errors
 - Outgoing ACH transfers
 - Incoming ACH deposits
 - Account set up and account updates
8. Final determination as to a vendor's ability to perform the requirements of the Depository Contract will be made solely by Hays County.
9. An institution submitting a proposal must read and sign the Hays County Investment Policy (Attachment A).
10. An institution submitting a proposal must read and sign the Hays County Ethics Policy.
11. An institution submitting a proposal must certify compliance with Texas Unclaimed Property Laws, Texas Property Code, Sec. 72.001, et. seq. and with all rules and regulations promulgated pursuant to that law.
12. An institution submitting a proposal must include as part of the proposal:
 - The Bank's last three quarterly Uniform Bank Performance Reports
 - The Bank's last three Call Reports
 - The Bank's last two Annual Financial Reports
13. The selected institution shall continue, during the term of the depository contract, to furnish the Hays County Treasurer with updated issues of each annual financial statement.
14. For determining cash overdrafts, the daily cash balance in all County accounts will be added together and if a negative balance occurs, the County's account is considered over-drafted. An applicable insufficient funds fee can then be charged. The proposal should include any bank policy regarding daylight overdraft charges, procedures or handling.
15. An institution submitting a proposal must be a member of the Federal Deposit Insurance Corporation.

D. Certified Check Information

Each application must be accompanied by a certified check in the amount of \$727,530.99 which represents one-half (1/2) of one (1) percent of the County's revenue for the preceding fiscal year 2018-2019.

After selecting one or more county depositories, Hays County shall immediately return the certified checks of the rejected applicants. Hays County shall return the check of the successful applicant when the applicant executes and files a depository bond. If a bank is selected as a depository and does not provide the bond, the county shall retain the amount of the check as liquidated damages, and the county shall re-advertise for applications, if necessary, to obtain a depository for the County.

E. Depository Application Requirements

Section I. Authorized Collateral and Collateral Procedures

1. Collateral of County Funds

- a. A current balance of all accounts listed under Hays County's Tax ID must be available to the Hays County Treasurer or her assignee no less than daily. Internet availability is acceptable.
- b. Collateral will be valued at the current market value as determined by nonbiased third party. New pledges are valued based on the previous day's closing market quote. All securities held are revalued no less than once a week.
- c. Within fifteen (15) days after the selection of the depository the selected Bank shall qualify as provided by law. Hays County will accept Surety Bonds and/or a Securities Pledge Contract provided for under Tex. Loe. Gov't Code Ann. Chapter 116, as the method of securing the funds of the County. The bank selected as depository will execute within the time prescribed by law a security pledge contract accompanied by securities as hereinafter specified, and/or a bond issued and executed by a solvent surety company or companies authorized to do business in the State of Texas or both such securities pledge contract and bond.
- d. The bank must be the true and legal owner of all securities, which will be pledged to the County. The securities must be free and clear of all liens, claims, or pledged for other purposes. The County will not accept any security acquired by the bank under a repurchase agreement. The securities will be deposited with a non-affiliated third-party institution without expense to the County under an appropriate contract to be drawn to the provisions of Tex. Loe. Gov't Code Chapter 116 and amendments in accordance with the application, if approved.
- e. Hays County funds shall be collateralized, consistent with Federal and State law and the County Investment Policy without exception, in one or more of the following manners:
 - U.S. Treasury Notes
 - U.S. Treasury Bills
 - Government National Mortgage Association Certificates
 - Federal Farm Credit Banks Notes and Bonds
 - Federal Home Loan Banks Notes and Bonds
 - Federal National Mortgage Association Notes and Bonds
 - Federal Home Loan Mortgage Corporation Notes and Bonds

- State of Texas Bonds
- Federal Home Loan Bank Irrevocable Standby Letter of Credit with Hays County listed as sole beneficiary
- Federal Deposit Insurance Corporation (FDIC-maximum amount).
- Federal Savings and Loan Insurance Corporation (FSLIC-required amount)

Adjustable rate mortgages (ARMs) and Collateralized Mortgage Obligations (CMOs) will not be acceptable.

2. Level of Collateral

The Hays County Collateral Security Agreement (Attachment B) must be approved by the institutions board of directors and that approval must be reflected in the minutes of the board. The total of the face value of the surety bonds and/or the market value of the investment security securing the deposit of public funds shall be in an amount at least equal to 110% of amount of the deposits of public funds increased by the amount of any accrued interest and reduced to the extent that the deposits are insured by an agency or instrumentality of the United States Government under the following conditions for a "perfected security investment". At the time of the execution of the depository contract this amount is expected to fall between \$17,000,000.00 and \$90,000,000.00. These securities are to cover funds belonging to the county and funds deposited by the Hays County Tax Assessor Collector for other taxing entities that Hays County is currently collecting property taxes for.

- The pledge for collateral must be in writing
- The pledge must be executed contemporaneously with acquisition of the asset by the depository institution.
- The pledge must be an official record of the depository institution since it was executed.

3. Substitution of Collateral

The county will require one business days' notice with a perfected security interest in a new pledged security as previously described before release of currently pledged security may be obtained. The collateral must have the Hays County Treasurer's or her assignee's signature to release.

4. Possession of Collateral

All securities or surety bonds pledged to secure deposits of the County funds shall be held at the appropriate Holding Bank. The pledge must be established as Hays County. The value of the entire security must be pledged to Hays County. The security may not be pledged to multiple entities for small amounts to total the entire security. Hays County must be the only pledge on the security. The Holding Bank shall immediately provide a receipt of the securities and/or surety bond to Treasurer on behalf of the Commissioners' Court evidencing the deposit of said securities and/or surety bonds. When the pledged securities and/or surety bonds held by the Holding Bank are deposited, the permitted institution may apply book entry procedures to the securities. The records of the permitted institution shall always reflect the name of the custodian depositing the pledged securities. The trust receipts that the Holding Bank issues to Hays County through the County Treasurer shall

indicate that the custodian has deposited with permitted institution the pledged securities and/or surety bonds held in trust for the Depository pledging the securities.

If a successor financial institution succeeds to the interest of the financial institution, or if the financial institution is a judged bankrupt or insolvent, or a receiver, liquidator, or conservator of the financial institution, or of its property, is appointed, or if any public officer takes control of the financial institution, or its property, then the successor financial institution, recover, liquidator, conservator, or public officer shall, without any further act, be bound and vested with all rights, powers, duties and obligations of the financial institution, including all collateral obligations of the financial institution, including all collateral obligations, under this agreement.

Section II. Account Information

- 1. Hays County currently has approximately one Hundred (100) separate accounts.
- 2. If detailed information per account is required please contact, Britney Richey, County Treasurer, with a written request at the following address: Britney Richey, Hays County Treasurer, 712 South Stagecoach Trail, Suite 1094, San Marcos, Texas 78666.
- 3. Hays County requests that payment for services and supplies provided be as follows: Settlement for service charges will occur every Calendar Quarter. If the earnings credit exceeds the total service charges for the three months, there is no service charge payment due. If the earnings credit is less than the total service charges for the three-month period, an invoice for the net deficiency will be presented to the County Treasurer. Any charges for services should be at least partially offset by an earnings credit on monthly account balances. Please specify the calculation of earnings credit allowed by the Bank. An example is as follows:

EXAMPLE

Collected Bank Balance	\$1,000,000
(Less Reserve Requirement@ 10%)	<u>(\$100,000)</u>
	\$900,000
Times Earnings Allowance (Assume 91-day T-Bill Rate)	<u>x5.0%</u>
Annual Earnings Credit	\$45,000
Divided by	<u>12</u>
Total Monthly Earnings Credit	\$3,750

Please specify Bank’s calculation in your proposal including how the amount of funds required for services will be determined.

Section III. Safekeeping Functions

The selected depository institution shall be the County's custodial agent in charge of safekeeping its investment securities. This agent shall control the securities through the bank's own safekeeping department, through any corresponding bank with which deals regularly, or through Federal Reserve Banking System. All proposals should identify where the safekeeping facilities will be located and identify the usage of a correspondent institution. Proposals shall clearly specify services to be performed and the cost on a monthly basis.

Section IV. Automated Clearing House Services

The selected depository institution shall have the ability to provide automated clearing house services. The charges for this service shall be provided as optional cost to the County. The County wishes to be notified by no later than 10:00 a.m. the next business day on any ACH deposit.

Section V. Wire Transfer

The financial institution shall maintain a transfer facility to the Federal Reserve Bank for investment purchase or sales and other transfers with commercial banks. The County wishes to be notified by no later than 10:00 a.m. the next business day on any wire deposits.

Section VI. Deposit Services

The financial institution shall provide detail clearing schedule as to the timing of available funds (i.e. items to be collected, wire transfers, ACH deposits cash, and items on other local institutions). The above schedule shall be the maximum clearing schedule.

The bank will guarantee immediate credit on all wire transfers, ACH transactions and government checks upon receipt and all other checks based on the bank's availability schedule. All deposits received before the bank's established deadline will be credited daily.

Section VII. Access to Records and Cooperation

The financial institution shall, upon authorization from the Treasurer's Office, allow reasonable access to their records by the County's Financial Officers, the County's Independent Auditor, and where state or federal assistance is involved, to state and federal auditors to examine records relating to use of funds. The institution shall also cooperate in any prosecution for misuse of checks and misappropriation of funds.

Section VIII. Printing

The County will provide some checks and the financial institution will provide all deposit slips and some checks. Deposit slips shall be duplicated slips.

Section IX. Monthly Statements

Monthly statements for all accounts must be delivered within five (5) business days after the last calendar day of each month and must include transfer slips and debit and credit memos, processed for all accounts. The daily ledger balances, average daily collected balances, number of debits, number of credits, and other items on which charges are based, should also be included in each monthly statement. The County would prefer images of checks; however, images must be of front and back of checks. If images are not available, canceled checks shall be sorted in numerical order by account number.

Section X. Required Signatures

The County requires that two signatures be authorized to execute, authenticate, certify or endorse with a facsimile signature in lieu of the manual signature for instruments of payments drawn on any County accounts unless otherwise noted.

Section XI. Check Services

The bank will be required to process stop payments on verbal instructions from the County Treasurer or her assignee with follow up written confirmation. Internet stop payment processing is acceptable.

The bank will agree not to honor stale dated checks on Hays County accounts, which are not endorsed by the County as acceptable after the 90-day limit without verbal consent from the Hays County Treasurer or her assignee.

Disbursing services for all accounts are required to include the payment of all County checks upon presentation.

Section XII. Electronic Computer/Internet Services

Applicant banks must offer a secure on-line cash management service. The Hays County Treasurer's office will be the Hays County liaison for all online/electronic computer banking services. Permissions and user access will be done through the County Treasurer or her assignee. The county prefers to perform balance inquiries, wire transfers, stop payments, ACH transfers and interfund transfers through the internet if available. Any Hays County account current or added should be included for internet viewing by the County Treasurer or her assignee. Please attach product descriptions, pricing, and sample reports for any computer software or internet services available.

Section XIII. Credit Cards

Hays County may request issue of Visa/Master Card, at the discretion of the County Auditor, with approval by Commissioners' Court.

- Credit Cards will only be issued with Approval of Commissioners Court, as presented by the County Auditor.
- The bank shall receive authorization notification of approved requests
- from the County Treasurer.
- Any Credit Card issued without proper authorization shall be the liability
- of the bank, including charges using said credit card.
- The bank shall send credit cards to the County Treasurer for distribution.
- In addition, an updated report listing all credit cards, names, numbers, etc will be sent to the County Auditor on a monthly basis and as additional cards are issued.
- An itemized statement shall be sent to the County Auditor for payment.
- Balances will be paid within 30 days of Closing Date without any service,
- interest, or late charges.
- Hays County reserves the right to withhold payment of any charge
- pending validation.
- Proposals for the issuance of a credit card initiated by the Depository bank
- shall be delivered to the County Treasurer. Basic charges should be included in the proposal.

Section XIV. Credit Card Collection Services

Hays County may request credit card collection services at the discretion of various Hays County elected officials with the approval of Commissioner's Court. The bank shall negotiate such services for various elected officials through the County Treasurer.

- All credit card payments shall be credited to a Hays County bank account specified by the County Treasurer or her assignee.
- Some credit card collection services may be provided through online service and some with swipe machines.
- Detailed credit card reports shall be provided to the County Treasurer or her assignee on a per deposit basis.
- Proposals for the collections of credit card payments initiated by the Depository bank shall be delivered to the County Treasurer. Basic charges should be included in this proposal.

Section XV. Other Services

As described on the Proposal Application, the Bank will acknowledge services provided and attendant fees for such. Also, indicate charges for the following:

- Locked or Sealable bags
- Laser Checks
- Checks (in individual books or binders)
- EZ Fold Pressure Seal Checks
- Deposit Slips
- Endorsement Stamps
- Coin Wrappers
- Currency Straps

Other services and/or costs not specified in this document should be listed and attached, along with a description and unit pricing.

F. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline:

- One (1) original proposals with required forms manually signed by Respondent with original signatures
- One (1) digital copy of the full proposal with all required forms and any Appendix material on a thumb drive
- Certified check in the amount of \$727,530.99 which represents one-half (1/2) of one (1) percent of the County's revenue for the preceding fiscal year 2018-2019.

Proposals shall not exceed twenty (20) pages (10 sheets front and back) in length, but not including: a) Letter of Transmittal; b) Title Page; c) Table of Contents; d) Appendix materials; and, e) front and rear covers. Sheet size is limited to 8½" x 11" sheets only, using 12-point font. Appendix materials (related project graphics, resumes, etc.) are not included in the 20-page limit but should be conservative in their inclusion. The proposal must include an organizational chart containing the names, addresses, telephone numbers, fax numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category. The organizational chart is included in the 20-page limit and it is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted. While the County does not desire tab dividers in the proposals, if included they would not count towards the 20-page limit. Required forms (see Section I. RFP Submittal Checklist) do not count towards the 20-page limit.

All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals may be withdrawn at any time prior to the official opening. After the official opening, submittals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Office and the approval of Commissioners Court.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present.

It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County.

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

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

FORMS: Changes to forms herein, made by respondents, shall disqualify the respondent. Proposals cannot be altered or amended after submission deadline.

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

G. Evaluation Criteria

The Evaluating Committee will evaluate each respondent's proposal based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by the County according to the following criteria: **(Maximum Point Total 100)**

1.	Adherence to Application Requirements – prompt compliance with bid requirements, completion of forms detail of documents provided, and supply of certified check delivery.	20 points
2.	Types of Services Provided – array of services as they may meet the needs of Hays County	20 points
3.	Cost of Services Provided – overall cost associated with services as may be applied against earnings credits	20 points

4.	Vendor's Past Performance with Hays County – experience Hays County has had with this vendor prompt provision of services, accuracy, and overall customer service	20 points
5.	Financial Condition of Vendor - review of financial condition based on documents provided and bank rating	15 points
6.	Interest on Deposits – interest rate/terms and earnings credit rates	5 points

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

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

THE CONTRACTS AWARDED shall be based on but not necessarily limited to, the following factors:

- Vendor's qualifications & competency
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- Hays County's evaluation of vendor's ability
- Vendor's references

RESPONSIBILITY: A prospective respondent must affirmatively demonstrate respondent's responsibility.

A prospective respondent must meet the following requirements:

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

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

H. Limitations

RIGHT TO ACCEPT OR REJECT: The County reserves the right to accept or reject any or all submissions as a result of this RFP, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a

response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal.

Contractor or Individual's Obligation Regarding Evaluation

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

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

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

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

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

I. Elements of a Contract

1. RFP. This Request for Proposals is an invitation for individuals and companies to submit Proposals.
2. AWARD IS ACCEPTANCE. The selection of a contractor or individual and award of a contract by the Hays County Commissioners Court based upon a negotiated price is acceptance on the part of the County, thereby resulting in a binding contract between the County and the selected contractor.
3. CONSIDERATION. Consideration consists of the services to be performed under the contract awarded in exchange for compensation, based upon a final negotiated project price, to be paid by the County to the selected firm or individual.
4. AGREEMENT; EXCEPTIONS.
 - a. Submission of a proposal is a representation by a submitter that the submitting contractor or individual agrees to the terms, conditions, and other provisions contained in the RFP, unless the submitter clearly and specifically presents in its proposal any exceptions to the terms, conditions, and other provisions contained in the RFP.
 - b. Exceptions presented in a proposal are not to be considered incorporated into the contract between the County and the selected contractor or individual unless and until the County agrees to accept such exceptions.
 - c. The selected contractor must acknowledge and agree that the negotiated contract resulting from this RFP includes the terms, conditions, and other provisions contained in the RFP, the Proposal selected (including any exceptions accepted by the County) which is acceptable to the County and is not in conflict or contravention of the RFP, and any other documents mutually agreed upon by the County and the selected contractor or individual.
 - d. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFP or the resulting negotiated contract.
5. CONFIDENTIALITY OF DOCUMENTS.
 - a. ALL PROPOSALS SUBMITTED WILL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.
 - b. On each page where confidential information appears, the Contractor or Individual must label the confidential information. Failure to so label the confidential information shall be considered as a waiver of any confidentiality rights or interests by said Contractor or Individual.
 - c. Marking your entire proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.
6. MISCELLANEOUS.
 - a. All costs directly or indirectly related to the preparation of a response to this proposal shall be the sole responsibility of and shall be borne by the contractor.
 - b. During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from contractor or individuals, or to allow corrections of errors or omissions.
 - c. The County reserves the right to retain all proposals submitted and to use non-confidential information in a proposal regardless of whether or not that proposal is selected.
 - d. Each proposal shall state that it is valid for a period of one hundred twenty (120) days from the date of opening of the proposal by the County.
7. NON-NEGOTIABLE TERMS. The following terms or conditions are not negotiable:

- a. **Unfunded Liability.** The County will not incur a debt or obligation to pay selected contractor or individual any amounts the County does not have the current funds available to pay, unless the contract includes a provision for the County to appropriate funding for the debt or obligation.
- b. **Indemnification.** The County does not assume any liability to third persons, nor will the County reimburse the contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder, and the contractor further agrees to provide the defense for, and indemnify and hold harmless County from any and all claims, suits, causes of action, and liability, arising in connection with this contract.
- c. **Advance Payments.** The County will not make advance payments to a selected contractor or individual or any third party pursuant to this RFP or resulting contract.
- d. **Gift of Public Property.** The County will not agree to any terms or conditions that cause the County to lend its credit or grant public money or anything of value to the selected contractor or individual.
- e. **Procurement Laws.** The County will not agree to any terms or conditions that cause the County to violate any federal, Texas, or local procurement laws.
- f. **Limitation of Liability.** The County will not agree to allow the selected contractor or individual to limit its liability for breach or default of contract to the contract amount or to the amount the County has paid up to the time of the breach or default.
- g. **Attorney's fees; Legal Costs.** The County will not agree to pay the selected contractor or individual's attorney's fees or other legal costs under any circumstances.
- h. **Venue; Applicable Law.** This RFP and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the RFP are fully performable in Hays County, Texas and venue for any dispute regarding contract shall be in Hays County, Texas.

J. Warranty of Performance

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

CONTINUING NON-PERFORMANCE of the respondent(s), in terms of specifications, shall be basis for the termination of the contract(s) by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

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

IV. Proposal Application

A. General Information

Honorable Commissioners' Court
Hays County, Texas

The banking institution submitting this proposal is duly incorporated under the laws of the State of Texas, with its domicile and principle place of business located in the City of _____, and County of _____, Texas or as allowed pursuant to Section 131.901, Texas Local Government Code, the banking institution submitting this proposal has a branch office located in the City of _____ and County of _____ Texas to be designated as a branch office of such institution by the Commissioners' Court upon acceptance of this proposal.

Bank Information:

Bank transit routing number: _____

Financial Institution Name: _____

Address: _____

City: _____ State: _____ Zip: _____

President/CEO: _____

Texas Contact: _____ Phone#: _____

Texas CRA Rating: _____ Tax ID #: _____

The amount of paid-up capital stock of said bank is \$ _____
_____ dollars, and
the amount of permanent surplus is \$ _____ dollars

A statement showing the financial condition of bank on date of this application is attached and made part hereof.

Applicant bank offers the following terms and conditions for transaction/processing activities including deposits and checks. Such fees should include both hard charges paid by invoice and soft charges paid through account analysis. Hays County does not allow debiting bank accounts for any fees. Banking fees and services not detailed on this proposal application will be provided at no cost. If fees are assessed on an account analysis, a sample account analysis report must be provided as part of the proposal. The county will provide an estimated summary of volume for reference upon request. Such requests should be directed to the Hays County Treasurer.

B. Account Fees (all fees must be included – additional pages may be attached)

DESCRIPTION	COST PER ITEM	COST PER ACCOUNT
ACCOUNT MAINTENANCE FEES	_____	_____
ACH FRAUD FILTER	_____	_____
ACH MONTHLY FEES	_____	_____
ACH TRANSMISSION CHARGE	_____	_____
CHECKS RETURNED W/STATEMENT	_____	_____
SERIAL SORT MONTHLY BASE	_____	_____
SERIAL SORT PER ITEM	_____	_____
CASH DEPOSITED >IM/\$1-BRANCH/STORE	_____	_____
ONLINE CASH MANAGEMENT SERVICE FEES	_____	_____
CREDITS POSTED	_____	_____
CHECKS PAID	_____	_____
DEPOSITED CHECKS - LOCAL	_____	_____
DEPOSITED CHECKS -ON US	_____	_____
DEPOSITED CHECKS - REGIONAL	_____	_____
DEPOSITED CHECKS -TRANSIT	_____	_____
DEPOSITED CHECKS - AFFILIATES	_____	_____
ELECTRONIC CREDITS POSTED	_____	_____
ELECTRONIC DEBITS POSTED	_____	_____
POSTIVE PAY MONTHLY FEE	_____	_____
POSITIVE PAY ISSUE ITEM	_____	_____
RETURN ITEM – CHARGEBACK	_____	_____
RETURN ITEM - REDEPOSITED	_____	_____
RETURN ITEM SPECIAL INST MTHLY BASE	_____	_____
ROLLED COIN ORDERED - BRANCH/STORE	_____	_____
WIRE TRANSFERS - BOOK TRANSFER	_____	_____
WIRE SERVICE MONTHLY FEE (ONLINE)	_____	_____
WIRE IN DOMESTIC	_____	_____
WIRE OUT DOMESTIC/DRAW	_____	_____
ZERO BALANCE MONTHLY BASE	_____	_____
DEPOSIT SLIPS/DEPOSIT BOOKS	_____	_____
NIGHT DEPOSITORY SERV. W/ BAGS/KEYS	_____	_____
ACCOUNT OVERDRAFT CHARGE	_____	_____
INVESTMENT SAFEKEEPING	_____	_____

COLLATERAL SAFEKEEPING	_____	_____
AUDIT RESPONSE LETTERS	_____	_____
STOP PAYMENT ISSUANCE	_____	_____
DUAL SIGNATURE WATCH	_____	_____
SIGNATURE EXAMINATION	_____	_____
ENDORSEMENT EXAMINATION	_____	_____
ENDORSEMENT STAMPS	_____	_____
LOCK/SEAL BAGS	_____	_____
RESEARCH ON ACCOUNT	_____	_____
MONTHLY STATEMENT IMAGES ON CD	_____	_____
TEMPORARY CHECKS	_____	_____
CONTINUOUS FORM CHECKS	_____	_____
LASER CHECKS	_____	_____
CHECKBOOKS	_____	_____
COIN WRAPPERS	_____	_____
CURRENCY STRAPS	_____	_____
CASHIERS CHECKS	_____	_____
LETTERS OF CREDIT	_____	_____
COURIER SERVICES	_____	_____
INTERFUND TRANSFERS	_____	_____
SAFE DEPOSIT BOXES	_____	_____
SECURITY TRANSFERS	_____	_____
REMOTE CAPTURE MONTHLY FEES	_____	_____

INCLUDE ALL FEES NOT INCLUDED ABOVE INCLUDING ONE TIME ACTIVATION FEES:

DESCRIPTION	COST PER ITEM	COST PER ACCOUNT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Questionnaire

1. Will Hays County employees be charged for cashing their paychecks? If so, what will they be charged?
2. Will the bank notify the County before a deposit is changed? If so, how will the County be notified?
3. Will the bank notify the County before a County check is rejected? If so, how will the County be notified?
4. What format is needed for ACH, Wire or Interfund origination and what is the deadline for submission?
5. Will the bank or a bank vendor furnish credit cards (Mastercard, Visa)? (Attach fees and specific information)
6. Can bank or a bank vendor provide merchant credit card deposit services? (Attach fees and specific information)
7. How long does Hays County have to correct unauthorized payments, encoding errors and discrepancies?
8. Are there any initial software/internet set up fees? If so, what are they?
9. How long will the county be allowed to dispute a withdrawal on a county account? What procedures must take place for such a dispute? Are there any fees for such a dispute?
10. How long will the county be allowed to report encoding/bank errors on a county account? What procedures must take place for such errors to be corrected?
11. How long will stop payments stay active? Does the county have to resubmit all stop payments after a certain time period?
12. Does the bank require any type of procedures such as internet banking or positive pay? If so, what are the fees associated with this requirement and fees for non-compliance.
13. Does the bank offer remote capture? Is it required?
14. Is there a dollar limit per wire, ACH or internal transfer that is initiated by the county?
15. Does the bank software offer capabilities for the county to administer users and restrictions within each account?
16. Are clearing check endorsements verified by the bank?
17. Are cleared check front and back images provided for the county on every account? Is there a charge? How quickly are images provided?
18. What is the bank policy on daylight overdrafts?
19. Is there a specific time of day that incoming wires are available in the account?
20. Are their local representatives available in San Marcos that are available to assist the Hays County Treasurer?
21. Is there a local branch available to handle deposits, account changes, cash requirements, signatures, and miscellaneous account issues?

Other Comments/Statements:

D. Investments/Borrowing

Applicant bank agrees the following terms and conditions for investment/borrowing functions:

Interest Bearing Checking Accounts

	Variable Int Margin*	Fixed Int Rate	Minimum Balance Requirement
Interest Bearing Checking Accounts	_____	_____	_____
Money Market Savings Accounts	_____	_____	_____
Trust Fund Savings	_____	_____	_____
Sweep Accounts	_____	_____	_____

*Variable Rate = (91 Day UST-Bill Auction Discount Rate published in the Wall Street Journal on the day following the auction) + Margin (based on basis points). Example: If 91-day UST-Bill Auction Discount Rate is 3.3% and basis points are 1.0, then the variable rate is 4.3%.

Interest Rates on Bank Certificates of Deposit

91 Day UST-Bill Auction Discount Rate (as determined by latest T-Bill Auction)

	Less than \$100,000	More than \$100,000
Maturity 7-29 Days	+ _____ basis points	+ _____ basis points
Maturity 30-59 Days	+ _____ basis points	+ _____ basis points
Maturity 60-89 Days	+ _____ basis points	+ _____ basis points
Maturity 90-179 Days	+ _____ basis points	+ _____ basis points
Maturity 180 Days – Less than 1 year	+ _____ basis points	+ _____ basis points
Maturity 1 year or more	+ _____ basis points	+ _____ basis points

Certificates of Deposit – Fixed Interest Rate

	Less than \$100,000	More Than \$100,000
Maturity 7-29 Days	_____ %	_____ %
Maturity 30-59 Days	_____ %	_____ %
Maturity 60-89 Days	_____ %	_____ %
Maturity 90-179 Days	_____ %	_____ %
Maturity 180 Days – Less than 1 year	_____ %	_____ %
Maturity 1 year or more	_____ %	_____ %

The Bank must complete the information below to validate the proposal for a Hays County Depository Bank.

The undersigned affirms that they are fully authorized to execute this contract by providing Hays County with a Certified and Attested Resolution from a duly authorized meeting of the Board of Directors of the submitting Bank authorizing or empowering the undersigned to execute this contract; that this Bank has not prepared this proposal in collusion with any other vendor; and that the contents of this proposal as to fees, interest rates, terms, or conditions of said proposal have not been communicated by the undersigned, nor by any employee or agent, to any other vendor or to any other persons engaged in this type of business prior to the official opening of this proposal.

All Unsigned Proposals will be disqualified.

Name and Address of the Bank:

Signature: _____

Name: _____

Title: _____

Email: _____

Phone: _____

V. General Terms and Conditions for Solicitations

Applicable To: Request for Qualifications (RFP)

1. GENERAL DEFINITIONS:

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

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

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

4. INVOICING/PAYMENTS:

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

County Auditor
712 S Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

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

12. CHANGES:

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

constitutes a breach of this Contract and may result in termination of this Contract. For this project there is no specific DBE participation goal. See Section VIII. HUB Practices for more information regarding the County's practices related to Historically Underutilized Businesses.

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
- b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
- c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:

- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
- b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. **TERMINATION FOR CAUSE:** Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.
21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **DAVIS-BACON ACT – PREVAILING WAGE RATES:** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction of development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics may perform work in more than one classification for the time actually worked therein, provided that Contractor's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a)(1)(11) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

23. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** If, in the course of fulfilling the terms of this Agreement, Contractor employs mechanics or laborers to perform work, Contractor recognizes that it must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor further recognizes that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
24. **CLEAN AIR – CLEAN WATER:** The Contractor under this contract/subcontract agrees as follows:
- a. To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this contract by the Contracting Local Organization.
 - b. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was signed by the Contracting Local Organization unless and until the EPA eliminates the name of such facility or facilities from such listing.
 - c. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
 - d. To insert the substance of the provisions of this article in any nonexempt subcontract, including this subparagraph.
25. **BYRD ANTI-LOBBYING CERTIFICATION:** Contractor certifies, to the best of its knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure From to Report Lobbying", in accordance with its instructions.
 - c. Contractor shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and that all subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.
26. **PROCUREMENT OF RECOVERED MATERIALS:** The County seeks to comply with Section 6002 of the Solid Waste Disposal Act including "procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines." Contractor agrees to ensure the County's compliance with the above-stated Section 6002, if and when applicable to this

Agreement. For the purposes of this Section, "Recovered Materials" means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.

27. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
28. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
29. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.
30. **FORFEITURE OF CONTRACT:**
- a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
 - b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
 - c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.
31. **CONTRACTOR CLAIMS NOTIFICATION:**
- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
 - i. The existence of the claim, or other action;
 - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
 - iii. The alleged basis of the claim, action or proceeding;

- iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

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

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

34. **CONSTRUCTION OF CONTRACT:**

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

35. **ADDITIONAL GENERAL PROVISIONS:**

- a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.

- d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
- e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

36. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - i. The Schedule of Items/Services
 - ii. Terms and Conditions of Request for Qualifications;
 - iii. General Provisions;
 - iv. Other provisions, whether incorporated by reference or otherwise; and
 - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

37. MODIFICATIONS:

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
 - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
 - ii. Method of shipment or packing.
 - iii. Place of deliveries.
 - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
 - v. Description of items to be provided.
 - vi. Time of performance (i.e. hours of day, days of week, etc.)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County

Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

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

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

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

Automobile Liability:	
Bodily Injury (Each person)	\$1,000,000.00
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	
General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00
Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00
Employers Liability:	
Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

VI. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

VII. 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 along with the certificate number. 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 along with the certificate number may disqualify your response from consideration.

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

VIII. 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	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received _____</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;">_____</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> <p style="margin-top: 20px;">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="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 20px;">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="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<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>		
<p>_____ Signature of vendor doing business with the governmental entity</p>		<p>_____ Date</p>

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.

IX. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

X. 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/proposals 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/proposals 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/proposal limit must comply with the competitive bid process. Where possible, those bids/proposals 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/proposal requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

XI. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

Signature of Company Representative

Date

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

NOTARY SEAL

Notary Public in and for the State of Texas

Date

XII. 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.

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

XIII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

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

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

Contractor understands and agrees that, if it is unable to certify any of the above terms, or provide an acceptable explanation related to its inability to make such certification, that the County shall have cause to terminate this Agreement for cause. Contractor agrees to require compliance with the terms of this Section, and certification thereof, in any subcontract for performance of work under this Agreement.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

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

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

Notary Public in and for the State of Texas

My commission expires: _____

XIV. Vendor/Bidder's Affirmation

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

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

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

Name of Contracting Company

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

Signature of Company Official Authorizing Bid/Proposal

Printed Name

Title

Email Address

Phone

XV. Related Party Disclosure Form



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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

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

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

Section D: No Known Relationships

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

Attach additional pages if necessary.

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

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

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

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or 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		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

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

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

2019

**HAYS COUNTY INVESTMENT
POLICY**

TABLE OF CONTENTS

- I. Investment Authority and Scope of Policy
- II. Investment Objectives
- III. Quality and Capability of Investment Management
- IV. Investment Strategy
- V. Investment Types
- VI. Investment Responsibility and Control
- VII. Investment Collateral and Safekeeping
- VIII. Investment Reporting and Performance Evaluation

Also Attached:

- Broker/Dealer Certification Form
- Broker/Dealer Questionnaire

I. INVESTMENT AUTHORITY AND SCOPE OF POLICY

General Statement

This policy serves to satisfy the statutory requirements of Local Government Code 116.112 and Government Code Chapter 2256, Subchapters A and B to define and adopt a formal investment policy. This policy will be reviewed and adopted by resolution at least annually.

Funds Included

This investment policy applies to all financial assets of all funds of the County of Hays, Texas, at the present time and any funds to be created in the future and any other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository contract between Hays County and any depository bank.

County's Investment Officer

In accordance with Section 116.112 (A), Local Government Code and / or Chapter 2256, Section 2256.005 (f) and (g), the County Treasurer, under the direction of the Hays County Commissioners' Court, is designated as the Hays County Investment Officer and may invest County funds that are not immediately required to pay obligations of the County. The County Auditor or Assistant County Auditor must countersign all investment transactions. Upon the absence of the County Treasurer, the County Treasurer's Assistant may act in the place of the County Treasurer to invest county funds.

If the investment officer has a personal business relationship with an entity as defined by the Texas Public Funds Investment Act section 2256.005, or is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the County, the investment officer must file a statement disclosing that personal business interest or relationship with the Texas Ethics Commission and the Commissioners' Court.

II. INVESTMENT OBJECTIVES

General Statement

Funds of the County will be invested in accordance with federal and state laws and within the boundaries of this investment policy. Investments shall be made with judgment and care -under circumstances then prevailing - which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The first and foremost consideration of all Hays County investment transactions is the suitability of the investment to the financial requirements of the county. The primary objectives, in priority order, of the Hays County investment activities shall be:

Safety

Hays County is concerned about the return of its principal; therefore, safety of principal is a primary objective in any investment transaction. To attain this objective, diversification will be required in order to reduce risk resulting from over concentration of assets in a specific security or maturity.

Liquidity

The Hays County investment portfolio will remain sufficiently liquid to enable Hays County to meet all of the operating requirements that might be reasonably anticipated. In the consideration of liquidity is the marketability of the investment if the need arises to liquidate the investment before maturity.

Yield

It will be the objective of Hays County to earn the maximum rate of return allowed on its investments within the policies imposed by safety and liquidity objectives, investment strategies for each fund, and state and federal law governing investment of public funds.

Maturity

Portfolio maturities will be structured to meet the obligations of Hays County first and then to achieve the highest return of interest. When the County has funds that will not be needed to meet current year obligations, maturity restraints will be imposed based upon the investment strategy for each fund. The maximum allowable stated maturity of any individual investment owned by the County is two years.

III. QUALITY AND CAPABILITY OF INVESTMENT MANAGEMENT

It is Hays County's policy to provide training required by the Public Funds Act, Section 2256.008 and periodic training in investments for the County Investment Officer through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the County Investment Officer in making investment decisions. The County Investment Officer is required to obtain at least 10 hours of training related to the County Investment Officer responsibilities within twelve months of assuming these duties. The County Investment Officer is also required to attend 10 hours of investment training within two years of October 1. The training must include education in investment controls, security risk, strategy risk, market risk, diversification of investment portfolio and compliance with the Texas Public Funds Investment Act. Such training sources would include: Certified County Investment Officer training; investment courses sponsored by the Texas Association of Counties; investment updates at the annual Treasurer's Conference and Treasurer's Seminar; and any courses or seminars sponsored by an accredited trade association. A report of attendance by the sponsor of the training will satisfy as proof of meeting the requirement.

IV. INVESTMENT STRATEGY

The County of Hays maintains a portfolio which utilizes four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolio.

* * * * *

Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium term securities which will complement each other in a matched maturity structure. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity dates of each security.

Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date.

Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Except as may be required by the bond ordinance specific to an individual issue, securities should be of high quality, with short term maturities.

Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

V. INVESTMENT TYPES

Authorized

The Hays County Investment Officer shall use any or all of the following authorized investment instruments consistent with governing law:

- A. Obligations of, or guaranteed by, governmental entities maturing in 2 years or less:
 - 1. obligations of the United States or its agencies and instrumentalities;
 - 2. direct obligations of this state or its agencies and instrumentalities;
 - 3. collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
 - 4. other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities; and
 - 5. obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
 - 6. obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

- B. Certificates of deposit if issued by a state or national bank domiciled in this state or a savings bank domiciled in this state or a state or federal credit union domiciled in this state or the National Credit Union Share Insurance Fund or its successor or a broker that has its main office or a branch office in this state and is selected from a list adopted by the Hays County Commissioner's Court as authorized, and is:
 - 1. guaranteed or insured by the Federal Deposit Insurance Corporation or its successor;
 - 2. secured by obligations that are described by Section 2256.009 (a) of the Public Funds Investment Act, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009 (b) of the Public Funds Investment Act; or
 - 3. secured in any other manner an amount provided by law for deposits of the county.
 - 4. Maturing in 2 years or less

Bids for Certificates of Deposit may be solicited orally, in writing, electronically, or in any combination of these methods.

- C. A fully collateralized repurchase agreement, as defined in the Public Funds Investment Act, if it:
 - 1. has a defined termination date;
 - 2. is secured by obligations described by Section 2256.009 (a) (1) of the Public Funds Investment Act; and

3. requires the securities being purchased by the county to be pledged to the county, held in the county's name, and deposited at the time the investment is made with the county or with a third party selected and approved by the county; and
4. is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

Notwithstanding any law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

Money received by Hays County under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated on the reverse security repurchase agreement.

D. A bankers' acceptance if it:

1. has a stated maturity of 270 days or fewer from the date of its issuance;
2. will be, in accordance with its terms, liquidated in full at maturity;
3. is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

E. Commercial paper is an authorized investment under this subchapter if the commercial paper:

1. has a stated maturity of 270 days or fewer from the date of its issuance; and
2. is rated not less than A-1 or P-1 or an equivalent rating by at least:
 - A. two nationally recognized credit rating agencies; or
 - B. one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

F. Mutual funds and money market mutual funds with limitations described below:

A no-load money market mutual fund is authorized if it:

1. is registered and regulated by the Securities and Exchange Commission;
2. has a dollar-weighted average stated maturity of 90 days or fewer; and
3. includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share.
4. Provides Hays County with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940.

A no-load mutual fund is authorized if it:

1. is regulated by the Securities and Exchange Commission;

2. has an average weighted maturity of less than two years;
3. is invested exclusively in obligations approved by this investment policy.;
4. is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
5. conforms to the requirements set forth in Sections 2256.016 (b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

Relative to mutual funds the county may not:

1. invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service in mutual funds either separately or collectively;
2. invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds; or
3. invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund in an amount that exceeds 10 percent of the total assets of the mutual fund.

G. Eligible investment pools (as discussed in the Public Funds Investment Act, Section 2256.016-2256.019): the Commissioners' Court by resolution authorizes investment in the particular pool. An investment pool shall invest the funds it receives from Hays County in authorized investments permitted by the Public Funds Investment Act. Hays County by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. The pool must maintain a rating of no less than AAA or AAA-m and have a weighted average maturity no greater than 90 days.

H. Guaranteed investment contracts are acceptable investments for bond proceeds if the guaranteed investment contract:

- a. has a defined termination date.
- b. is secured by obligations of or guaranteed by governmental entities (as described by section 2256.009 (a) (1)), excluding those obligations prohibited (as described by section 2256.009 (b)) in an amount at least equal to the amount of bond proceeds invested under contract.
- c. is pledged to Hays County and deposited with Hays County or with a third party selected and approved by Hays County.
- d. is specifically authorized by the Commissioner's Court of Hays County as an eligible investment in the order, ordinance or resolution of the issuance of the bonds.
- e. is the highest yielding contract of at least three bids submitted by separate providers with no material financial interest in the bonds from which the proceeds were received.
- f. takes into account the reasonably expected draw down schedule for the bond proceeds to be invested.
- g. the administrative costs reasonably expected to be paid to third parties in connection with the contract are certified by the provider.

Guaranteed investment contracts with a term of longer than five years from the date of the issuance of the bonds are prohibited for bond proceeds other than proceeds representing reserves and funds maintained for debt service purposes.

Prohibited

The Hays County Investment Officer will not use any of the following investment instruments:

1. obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
4. collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Hays County shall take all prudent measures that are consistent with this policy to liquidate any investment that falls below accepted standards.

VI. INVESTMENT RESPONSIBILITY AND CONTROL

Investment institutions defined

The Hays County Investment Officer shall invest County funds with any or all of the following institutions or groups consistent with federal and state law and the current Depository Bank contract:

1. Depository bank;
2. other state or national banks domiciled in Texas that are insured by FDIC;
3. Public funds investment pools;
4. Government securities brokers and dealers that has its main office or a branch office in this state; or
5. Mutual fund companies and money managers.

Qualifications for approval of BROKER / DEALERS

A written copy of this investment policy shall be presented to any person seeking to sell to the county an authorized investment. The qualified representative of the business organization seeking to sell an authorized investment shall execute a written instrument substantially to the effect that the qualified representative has:

1. received and thoroughly reviewed the investment policy of the county; and
2. acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the county and the organization.

A list of no more than four (4) authorized broker / dealers will be established and maintained. The following criteria must be met by those firms on the list:

- proof of certification by the National Association of Securities Dealers (NASD),
- proof of current registration with the State Securities Commission, and
- completion of a County questionnaire.

The investment officer may not buy any securities from a person who has not delivered to the county an instrument in substantially the form provided above.

Standards of Operation

The County Treasurer / Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy. It shall be the responsibility of the County Treasurer/Investment Officer to:

1. Determine the amount of funds which are available for investment.
2. Determine the specific investment which will yield maximum income for a particular fund.

3. Determine the length of time for which investments shall be made.
4. Insure that sufficient funds are available to meet immediate and short-term needs for the operation of the county.
5. Make recommendations to the Commissioner's Court and Investment Advisory Committee concerning new types of investment instruments which may require approval from the Court.
6. Provide the Commissioner's Court with a monthly report of all investment transactions.
7. Make the actual purchase of all investments with a countersignature from the County Auditor or Assistant Auditor.
8. Receive and provide for the safekeeping of all pledged securities as collateral for invested funds.

Advisory Committee

It shall be the responsibility of the advisory committee to act as a consultant to the Investment Officer. The members of the committee will be chosen annually by the Commissioners Court. The County Treasurer / Investment Officer is the presiding officer of the committee and shall be present at all gatherings concerning investments for Hays County.

Committee members shall meet annually to discuss all actions that have transpired since the last meeting. Members are to be consulted on any unusual circumstances that are to be expected in the near future. Advisory members may formally communicate through teleconference or by a physical meeting. The Investment Officer may call for an official consultation at any time. The committee members may also elect to hold a consultation with the Investment Officer as deemed necessary.

The committee is to be consulted in the selection of all brokers and dealers. It shall also be consulted before making any changes to this investment policy.

All committee members are expected to offer their advice to the committee on a voluntary basis for the period of one year. If for any reason an individual is unable to complete a full term, the standing committee members may select someone to fill the vacancy.

Committee members and their affiliates may in no way benefit financially from their service on the committee during their membership term. Members shall refrain from undertaking any investment transactions with Hays County until their term on the committee has expired.

The Members of the Hays County Investment Advisory Committee shall make prudent and intelligent suggestions. The members shall keep the best interests of Hays County in mind while setting aside personal gain.

Delivery Vs. Payment

It will be the policy of the County that all instruments purchased through a broker except investment pools, money market mutual funds and securities purchased through Treasury Direct must be purchased using the same day “delivery vs. payment” (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the County has received, through the Federal Reserve wire, the securities purchased.

Audit Control

The Hays County Investment Officer will establish liaison with the Hays County Auditor in preparing investment forms to assist the County Auditor for accounting and auditing control. The Hays County Investment Officer in addition to the Hays County Auditor or Assistant Auditor will endorse all investment transactions.

The Investment Officer is subject to audit by the Hays County Auditor. In addition, the Hays County Commissioner’s Court, at a minimum, will have an annual financial audit of all County funds by an independent auditing firm, as well as a compliance audit of management controls on investments and adherence to the entity’s established investment policies.

The internal controls shall address the following points:

1. Control of collusion. Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. Separation of transaction authority from accounting and record keeping. By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. Custodial Safekeeping. Securities purchased from any bank or dealer including appropriate collateral (as defined by State Law) shall be placed with an independent third party for custodial safekeeping.
4. Avoidance of physical deliver securities. Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. Clear delegation of authority to subordinate staff members. Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. Written confirmation. Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications from investment entities may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures. A same day

written communication must take place between the broker / dealer and the investment officer to ensure the type of investment being made. A same day written communication must also take place between the Investment Officer and the third party safekeeping institution before a transaction can transpire. Written confirmation must be sent to the Investment Officer from the investment entity within a reasonable time after the transaction has occurred.

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal; liquidity; and yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
2. whether the investment decision was consistent with the written investment policy of the entity.

VII. INVESTMENT COLLATERAL AND SAFEKEEPING

Collateral

The Hays County Investment Officer shall insure that all county funds are fully collateralized or insured consistent with federal and state law and the current Bank Depository Contract in one or more of the following manners:

1. FDIC insurance coverage;
2. Obligations of the United States or its agencies and instrumentalities
3. Any instrument that has been approved in this policy and that Hays County would be permitted to hold by state and federal law.

Safekeeping

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with the Federal Reserve Bank.

All certificates of deposit, insured by the FDIC, purchased outside the Depository Bank shall be held in safekeeping by either the County or a County account in a third party financial institution.

All pledged securities by the Depository Bank shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

Ethics and conflicts of interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial / investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity.

VIII. INVESTMENT REPORTING AND PERFORMANCE EVALUATION

Monthly Report

In accordance with Government Code 2256.023 not less than monthly, the investment officer shall prepare and submit to the Commissioner's Court a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

1. describe in detail the investment position of the county on the date of the report;
2. be prepared jointly by all investment officers of the county;
3. be signed by the investment officer, the employee that assisted in the preparation of the report, and the County Auditor.
4. contain a summary statement of each pooled fund group that states the:
 - A. beginning market value for the reporting period;
 - B. additions and changes to the market value during the period; and
 - C. ending market value for the period;
 - D. fully accrued interest for the period;
5. state the book value and market value of each separately issued asset at the beginning and end of the reporting period by the type of asset and fund type invested;
6. state the yield and maturity date of each separately invested asset that has a maturity date;
7. state the account of fund or pooled group fund in the county for which each individual investment was acquired; and
8. state the compliance of the investment portfolio of the county as it relates to:
 - A. the investment strategy expressed in the county's investment policy;
 - B. relevant provisions of this chapter.

Notification of investment changes

It shall be the duty of the County Investment Officer of Hays County, Texas to notify the Hays County Commissioners' Court of any significant changes in current investment methods and procedures prior to their implementation.

Market Value

The Hays County Investment Officer shall monitor the market value of current investments on a daily basis through the Wall Street Journal. An outside third party source shall be used monthly for pricing any instrument that is not listed in the Wall Street Journal. This third party vendor will in no way be involved in the investment transaction that it is pricing.

Broker/Dealer Certification Form

as required by Texas Government Code 2256.005 (k)

County of Hays

I, as a qualified representative for the firm _____
do hereby certify that I and any broker covering this account, have received and both have thoroughly
reviewed the investment policy of the County of Hays. I also understand we will be routinely informed of
any changes to the County’s Investment policy concerning limitations, strategy and risk constraints.

We acknowledge that this firm has implemented reasonable internal procedures and controls in an effort to
preclude investment transactions between this firm and the County of Hays that are not authorized by the
Hays County Investment Policy, except to the extent that this authorization is dependent on an analysis of
the makeup of Hays County’s entire portfolio or requires and interpretation of subjective investment
standards.

Signature of Qualified Representative

Name: _____

Title: _____

Date: _____

Britney Richey, Hays County Treasurer/Investment Officer

Date

Pledge Collateral Security Agreement

[The Bank] for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to the County of Hays, Texas, in order to secure the payment when due, whether by acceleration or otherwise, of any and all future indebtedness, liabilities, or obligations of [The Bank] to Hays County, incurred by [The Bank] as depository, dated as of [date], between the [The Bank] and Hays County, a security interest in, and a pledge assignment of any and all of the following property of the [The Bank], whenever acquired or arising and wherever located (the "Collateral"):

any and all securities from time to time held by the Federal Reserve Bank or a like non affiliated holding bank identified on its books as held for the account of Hays County,

together with

any other securities, certificates of deposit or other instruments from time to time lodged with, or delivered to, Hays County as security for the obligations or transferred to, or held for the account of, Hays County on the books of a financial intermediary or central depository,

together with

the products and proceeds of the foregoing and any substitutions or replacements therefore.

- 1) Definitions. Except as otherwise expressly defined herein, all terms used herein which are defined in the Uniform Commercial Code as in effect from time to time in Texas have the same meaning herein as in the Code.
- 2) Continuing Agreement. This is a continuing agreement and shall remain in full force and effect and shall be binding upon [The Bank], its successors and assigns until such time as all obligations have been paid in full.
- 3) Representations and Warranties. [The Bank] represents and warrants, as so long as this agreement is in effect shall be deemed continuously to represent and warrant, that:
 - a. The Board of Directors of [The Bank] has authorized the bank to enter into this agreement and to pledge assets hereunder from time to time to secure deposits made by Hays County with the bank, and such authorization is reflected in the minutes of a meeting of the bank's Board of Directors.
 - b. This agreement and the pledge of the collateral hereunder do not violate or contravene the terms of [The Bank's] charter documents, by-

laws or any agreement or instrument binding on the bank or its property.

- c. [The Bank] has entered into this agreement in the ordinary course of business, in good faith and on an arm's length basis with Hays County, not in contemplation of bankruptcy or insolvency, and without intent to hinder, delay, or defraud the bank or its creditors.
- d. A copy of each this agreement and the authorization of the Board of Directors of [The Bank] has been placed (and will be continuously maintained) in the official records of the bank and with Hays County.
- e. All securities or surety bonds pledged to secure deposits of the County funds shall be held at the appropriate Holding Bank. The pledge must be established as Hays County. The value of the entire security must be pledged to Hays County. The security may not be pledged to multiple entities for small amounts to total the entire security. Hays County must be the only pledge on the security. The Holding Bank shall immediately provide a receipt of the securities and/or surety bond to the Hays County Treasurer evidencing the deposit of said securities and/or surety bonds. When the pledged securities and/or surety bonds held by the Holding Bank are deposited, the permitted institution may apply book entry procedures to the securities. The records of the permitted institution shall at all times reflect the name of the custodian depositing the pledged securities. The trust receipts that the Holding Bank issues to Hays County through the County Treasurer shall indicate that the custodian has deposited with permitted institution the pledged securities and/or surety bonds held in trust for the Depository pledging the securities.
- f. If a successor financial institution succeeds to the interest of the financial institution, or if the financial institution is a judged bankrupt or insolvent, or a receiver, liquidator, or conservator of the financial institution, or of its property, is appointed, or if any public officer takes control of the financial institution, or it's property, then the successor financial institution, recover, liquidator, conservator, or public officer shall, without any further act, be bound and vested with all rights, powers, duties and obligations of the financial institution, including all collateral obligations of the financial institution, including all collateral obligations, under this agreement.
- g. Collateral will be valued at the current market value as determined by nonbiased third party. New pledges are valued based on the previous day's closing market quote. All securities held are revalued no less than once a month. A report reflecting the market value of all held

collateral shall be delivered to the Hays County Treasurer once a month.

- h. [Bank] must be the true and legal owner of all securities, which will be pledged to the County. The securities must be free and clear of all liens, claims, or pledged for other purposes. The County will not accept any security acquired by [Bank] under a repurchase agreement. The securities will be deposited with the a non-affiliated third party institution without expense to the County under an appropriate contract to be drawn to the provisions of Tex. Loc. Gov't Code Chapter 116 and amendments in accordance with the application, if approved.
- i. Hays County funds shall be collateralized, consistent with Federal and State law and the County Investment Policy without exception, in one or more of the following manners:
 - U.S. Treasury Notes
 - U.S. Treasury Bills
 - Government National Mortgage Association Certificates
 - Federal Farm Credit Banks Notes and Bonds
 - Federal Home Loan Banks Notes and Bonds
 - Federal National Mortgage Association Notes and Bonds
 - Federal Home Loan Mortgage Corporation Notes and Bonds
 - State of Texas Bonds
 - Federal Home Loan Bank Irrevocable Standby Letter of Credit with Hays County listed as sole beneficiary
 - Federal Deposit Insurance Corporation (FDIC-maximum amount).
 - Federal Savings and Loan Insurance Corporation (FSLIC-required amount)

Adjustable rate mortgages (ARMs) and Collateralized Mortgage Obligations (CMOs) will not be acceptable.

- j. When the combined market value of the securities pledged hereunder shall be in excess of the amount required under the provisions of Section 116.054, Local Government Code, and other pertinent statutes, the Hays County Treasurer or her designee shall permit the release of such excess. The county will require one business days notice with a perfected security interest in a new pledged security as previously described before release of currently pledged security may be obtained. The collateral must have the Hays County Treasurer's or her assignee's signature to release.

- k. When the combined market value of the funds on deposit with [Bank] shall for any reason increase beyond the amount of security provided, [Bank] shall immediately pledge additional securities to Hays County hereunder to the end that securities pledged shall at no time be less than 110% of the market value of the total amount of funds on deposit in [Bank].
 - l. Pledge for collateral must be in writing. It must be executed contemporaneously with acquisition of the asset by the bank. It must be an official record of the bank since it was executed.
- 4) Rights and Remedies of Hays County. Hays County's rights and remedies with respect to the collateral shall be those of a secured party under the Texas Code and under any other applicable law, as the same may from time to time be in effect, in addition to those rights granted herein and in any other agreement now or hereafter in effect between [The Bank] and Hays County. Without in any way requiring notice to be given in the following time and manner, [The Bank] agrees that any notice by Hays County of sale, disposition or other intended action hereunder in connection therewith, whether required by Texas Code or otherwise, shall constitute reasonable notice to [The Bank] if such notice is delivered, at least three days prior to such action, to [The Bank's] address specified in Section 6 hereof.
- 5) Application of Proceeds by Hays County. In the event Hays County sells or otherwise disposes of the Collateral in the course of exercising the remedies provided for in Section 4 hereof, any amounts held, realized or received by Hays County pursuant to the provisions hereof, including the proceeds of the sale of any of the collateral or any part thereof, shall be applied by Hays County first toward the payment of any costs and expenses incurred by Hays County in enforcing this agreement, in realizing on or protecting any collateral and in enforcing or collecting any obligations, including attorney's fees, and then toward payment of the obligations in such a manner as Hays County may elect. Any collateral remaining after such an application and after payment to Hays County of all the obligations in full shall be paid or delivered to [The Bank], its successors, or assignments, or as a court of competent jurisdiction may direct.
- 6) Notices. Any communication, notice or demand to be given hereunder shall be duly given when delivered in writing or sent by prearranged fax or secure email to a party at its address indicated below.

If to Hays County, at:

Britney Richey
Hays County Treasurer
712 S Stagecoach Trail
Suite 1094

If to [The Bank], at:

[Bank Representative]
[Bank Address]

- 7) Applicable Law. This agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of Texas. The venue for any dispute shall be Hays County, Texas.

In witness whereof, the [The Bank] has caused this agreement to be duly executed as of the _____ day of _____, 2020

[The Bank]

[Bank Representative]
[Position Title]

Hays County

Ruben Becerra
County Judge

Debbie Ingalsbe
Commissioner Pct. 1

Lon Shell
Commissioner Pct. 3

Mark Jones
Commissioner Pct. 2

Walt Smith
Commissioner Pct. 4

ATTEST:

Elaine Cardenas, Hays County Clerk

Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Hays County

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ► **local government**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

712 S. Stagecoach Trail, Suite 1071

6 City, state, and ZIP code

San Marcos, TX 78666

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

7 4 - 6 0 0 2 2 4 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Maurice Hillman

Date ►

6/26/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve extension of RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 123 days (August 31, 2020).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 21, 2020	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Britney Richie	BECERRA	N/A

SUMMARY

The four (4) year contract for Bank Depository is scheduled to expire on April 30, 2020. The Treasurer's Department has requested that this contract be extended for a period not to exceed 123 days (August 31, 2020) while a new contract is secured.



OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2273

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

April 14, 2020

Sage Capital Bank, N.A.
Gonzales, TX 78629


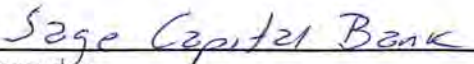

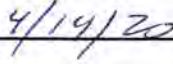
RE: Contract Extension

The four (4) year contract for Bank Depository, RFP 2016-P06 expires on April 30, 2020 and has no renewal options. Hays County would like to temporarily extend the current contract for a period not to exceed 123 days while a new contract is secured. This contract extension will not provide for any price increase or alterations to the current terms and conditions. This extension will expire upon the execution of a new contract pursuant to solicitation number RFP 2020-P10 or on August 31, 2020, whichever comes first.

If you are in agreement with the terms of this contract extension, please acknowledge below and email a signed copy to purchasing@co.hays.tx.us and return original to the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor

 Signature	 Company
 Printed Name	 Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the submission of an extension request to the General Land Office (GLO) for the Cotton Gin Road Project Contract No.18-501-000-B226 Community Development Block Grant Disaster Recovery Program Infrastructure Project Non-Research & Development 2015 Flood Allocation.

ITEM TYPE

CONSENT

MEETING DATE

April 21, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED:

N/A

AUDITOR REVIEW:

N/A

REQUESTED BY

T. CRUMLEY/BORCHERDING

SPONSOR

BECERRA

CO-SPONSOR

JONES

SUMMARY

Hays County is, therefore, requesting an amendment to extend the contract from September 22, 2020 to September 22, 2021.



April 2, 2020

Mr. Josh Jackson
Grant Manager
Texas General Land Office

RE: Amendment Request for Contract: 18-501-000-B226

Dear Josh Jackson,

Housing and Urban Development (HUD) designated Hays County as “Most Impacted” as a result of two major flood events occurring in 2015, DR-4223 and DR-4245. As you are aware, fifty (50) percent of the funds awarded to the GLO through CDBG-DR Federal Award Number B-16-DH-48-0001 must be used for disaster recovery projects in the HUD designated “Most Impacted” areas. Hays County appreciates the opportunity to partner with the Texas General Land Office in support of the ongoing recovery efforts related to the 2015 disasters. We are also pleased to be rapidly approaching bid for construction of the Cotton Gin Rd. project. The project benefits 2,225 persons, of which eighty-five (85) percent are LMI.

On July 17, 2019, the GLO-CDR division formally initiated monitoring of the procurement of professional engineering services (Bowman Consulting Group, Ltd.) for the Cotton Gin Rd. project. The GLO-CDR division ultimately determined that because the County is paying for design services entirely with local funds, any lack of compliance with federal procurement standards is not applicable.

At that time, the GLO-CDR division requested Hays County amend the contract budget to identify local funding allocated towards the engineering contract.

In addition, the monitoring initiated on July 17, 2019 delayed design of the Cotton Gin Road project until the GLO-CDR issued their final determination on December 10, 2019. At that time, Bowman Consulting Group was in the process of finalizing a revised schematic and awaiting issuance of a Work Authorization #3 to include scope and fee for Final Design of the Cotton Gin Rd. project. Although we understand the GLO-CDR division may not have intended for their July 17, 2019 letter to place the design of the Cotton Gin Rd. project on hold, it inadvertently did.

The County has made every reasonable effort to complete the Cotton Gin Rd. project within the allotted 27-month timeline. Design has been expedited, design was modified to reduce impact to natural and cultural resources, and the County shortened the project to reduce impact to historical resources and parcels that would lead to lengthy acquisition.

Furthermore, the County’s approved application included a 43-month schedule to accommodate any potential delays associated with acquisition, environmental, utility relocations or weather. The GLO

issued a contract with approximately a 27-month contract period. During the Infrastructure Kickoff meeting held on September 6, 2018, GLO staff indicated that it is preferred for projects to be completed within two years, but with justification, the contract would be extended.

Hays County is, therefore, requesting an amendment to extend the contract from September 22, 2020 to September 22, 2021. This timeline is still much shorter than the original 43-months requested in the approved application, well within the 6 years allotted in the grant agreement between HUD and the GLO, will accommodate property acquisition, utility relocations, and will address any inadvertent delay caused by the GLO-CDR division's monitoring of professional engineering services.

Please find attached an Attachment A with requested revisions, revised Table 1 Breakout, revised Table 2, Project Schedule, and a copy of the Bowman Consulting Group, Ltd. Contract.

Sincerely,

The Honorable Ruben Becerra

Hays County Judge

Attachments: Attachment A, Table 1 Breakout, revised Table 2, Project Schedule and Bowman Consulting Group, Ltd. Contract

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the updates to the Texas Property Assessed Clean Energy (PACE) Authority project documents approved by the Hays County Commissioners Court on or about January 17, 2017.

ITEM TYPE

CONSENT

MEETING DATE

April 21, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

Attachments: Updated forms redlined

FORM PACE LENDER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“PACE”) LENDER CONTRACT including the attached exhibits (“**Lender Contract**”) is made as of the [REDACTED] day of [REDACTED], [REDACTED], (“**Effective Date**”) by and between Hays County, Texas (“**Local Government**”) and [REDACTED] (“**Lender**”).

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated January 17, 2017, and amended pursuant to a resolution dated July 10, 2018, adopted by the Commissioners Court (“**PACE Program**”), and has designated [REDACTED] as a representative of Local Government (“**Authorized Representative**”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within Hays County, Texas jurisdiction as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

C. Pursuant to Application number [REDACTED], [REDACTED] (“**Property Owner**”), the sole legal and record owner of the following qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region has/have applied to Local Government to participate in the PACE Program with respect to certain real property located at [REDACTED], [REDACTED], Texas, [REDACTED] - [REDACTED] (the “**Property**”) by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (“**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”).

D. Property Owner and Local Government have entered into a written contract as required by Section 399.005 of the PACE Act, a copy of which is attached hereto as Exhibit A and made a part hereof (the “**Owner Contract**”), in which Property Owner has requested that Local

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Government impose an assessment (the “**Assessment**”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the real property records of Hays County, Texas (the “**Notice of Contractual Assessment Lien**”), to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached as Exhibit A to the Owner Contract and made a part hereof. The Property, Qualified Improvements, and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (“**Financing**”) will be provided to Property Owner by Lender in accordance with financing documents which are described in or copies of which are attached as Exhibit B attached hereto and made a part hereof (the “**Financing Documents**”). Such Financing will include only those costs and fees for which an assessment may be imposed under Section 399.006 (e) of the PACE Act. This Lender Contract is entered into between Local Government and Lender as required by Section 399.006(c) of the PACE Act to provide for repayment of the Financing through the Assessment.

F. As required by Section 399.010 of the PACE Act, Property Owner has notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of the Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage lien holder to the Assessment was obtained on or prior to the date of the Owner Contract, as shown by the copy of such consent(s) attached as Exhibit B to the Owner Contract.

AGREEMENT

The parties agree as follows:

1. Maintenance and Enforcement of Assessment. Lender agrees to provide Financing for the Project in the total principal amount of \$ [REDACTED], according to the terms set out in the Financing Documents attached hereto as Exhibit B. In the event the actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and Authorized Representative will record an amended Notice of Contractual Assessment Lien. In consideration for the Financing provided or to be provided by Lender for the Project, and subject to the terms and conditions of this Lender Contract, Local Government agrees to maintain and continue the Assessment for the benefit of Lender until the Assessment, all contractual interest due to Lender according to the Financing Documents (“**Contractual Interest**”), any prepayment penalty, and any penalties, interest, fees, or costs due under or authorized by the PACE Act and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. Local Government will not release, sell, assign or transfer the Assessment or the lien securing it without the prior written consent of Lender. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner in accordance with the provisions set forth in paragraph 6. Local Government shall have no obligation to repurchase the Assessment and no liability to Lender should there be a default in the payment thereof or should there be any other loss or expense suffered by Lender or under any other circumstances.

2. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments (“**Installments**”) according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit B. The Assessment includes (1) an application/closing fee paid by Property Owner to Authorized Representative at closing of the Financing and (2) a recurring administration fee paid by Property Owner to Authorized Representative until the Assessment is released. The recurring administration fee amount will be collected by Lender and paid to Authorized Representative within thirty (30) days of receipt by Lender, unless otherwise agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of delinquency in the payment of any Installment, Lender will, upon notice to Authorized Representative, withhold payment of any amounts due to Authorized Representative in connection with such Installment until the Installment is paid. Any such temporary withholding will not reduce the amount of administration fees included in the Assessment. The amounts due to Authorized Representative are identified in Exhibit B hereto. As required by Section 399.009(a)(8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project.

3. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender will have the right, with or without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with the corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender, which may be one of the following:

(1) Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;

(2) Any insurance company authorized to conduct business in one or more states;

(3) Any registered investment company, registered business development company, or a Small Business Administration small business investment company;

(4) Any publicly traded entity; or

(5) Any private entity that:

(i) Has a minimum net worth of \$5 million;

(ii) Has at least three years’ experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years’ experience in business or industrial lending or commercial real estate lending;

(iii) Can provide independent certification as to availability of funds; and

(iv) Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts

(6) A financially stable entity, whether or not from the list above, with the ability to carry out, either directly or through a servicer, the obligations of this Lender Contract related to the receipt and accounting of the Installments or the enforcement of the assessment lien.

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed at least 30 days before the next Installment is due according to the payment schedule included in the Financing Documents; and

(c) The assignee or transferee executes a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under this Lender Contract related to the receipt of the Installments or enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative within 10 days after execution of the agreement. Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice to Property Owner and Authorized Representative of an assignment or transfer that meets all of these conditions, the assignor will be released of all of the rights and obligations of the Lender under this Lender Contract accruing after the date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations will be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or to require enforcement of the assessment lien that does not meet all of these conditions is void. Lender will retain all of the rights and obligations of Lender under this Lender Contract until such rights and obligations are assigned or transferred according to this paragraph.

4. Financing Responsibility. Lender assumes full responsibility for determining the financial ability of the Property Owner to repay the Financing and for advancing the funds as set forth in the Financing Documents and performing Lender's obligations and responsibilities thereunder. In the event the assessment lien on the Property is enforced by foreclosure as provided below, Lender will have no further obligations to Property Owner with respect to the Installments that were the subject of the foreclosure, but Lender will retain the rights to enforcement of the lien for any Installments that are not eliminated by the foreclosure, and the succeeding owner of the Property will be subject to such lien.

5. Lien Priority and Enforcement. As provided in the Owner Contract and Section 399.014 of the PACE Act:

(a) Delinquent Installments will incur penalties and interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes, that is, a delinquent Installment incurs a penalty of 6% of the principal amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month

or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the principal amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment will also accrue interest on the principal of the Installment at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Subject to paragraph 16 below, penalties, interest, fees, and costs payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be imposed and retained by Lender.

(b) The Assessment and any interest or penalties thereon,

(1) are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is recorded in the real property records of Hays County, Texas, as provided by Section 399.013 of the PACE Act, until the Assessment, interest, or penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax.

(c) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse to Lender, Local Government or Authorized Representative

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment will be enforced by Local Government for the benefit of Lender according to paragraph 6(c) below in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total principal amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender will be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) As provided in Section 399.014(a-1) of the PACE Act, after written notice of the Assessment is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a “qualified improvement” or the project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

6. Servicing and Enforcement of Assessment.

(a) Servicing. The Installments and other amounts due under the Financing Documents will be billed, collected, received, and disbursed in accordance with the procedures set out in the Financing Documents. Lender or its designee will be responsible for all servicing duties other than those specifically undertaken by Local Government in this Lender Contract. Authorized Representative will deliver an annual notice of assessment to Property Owner by electronic mail each year until the Assessment is released. If requested by Property Owner in the Owner Contract, Local Government agrees to also send an annual notice of assessment to Property Owner by first class mail in the envelope with the tax bill of the Property each year until the Assessment is released. However, any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner will not affect the Assessment or Property Owner’s obligations under the Owner Contract.

(b) Remittances. Each of the parties covenants and agrees to promptly remit to the other party any payments incorrectly received by such party with respect to the Assessment after the execution of this Lender Contract.

(c) Default and Enforcement. In the event of a default in payment of any Installment according to the Financing Documents, Lender agrees to take at least the following steps to collect the delinquent Installment:

(1) Mail a written notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first class mail; and

(2) Mail a second notice of delinquency to the Property Owner and the holder of any mortgage lien on the property by both certified mail, return receipt requested, and first-class mail at least 30 days after the date of the first notice if the delinquency is continuing.

The holder of any mortgage lien on the property will have not less than a 30-day right to cure the delinquency by paying the amount of the delinquent installment. If the Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, Lender or its designee may notify Authorized Representative in writing of a default in payment by Property Owner. Upon receipt of such notice and after doing its own due diligence, including delivering a notice of foreclosure to Freddie Mac not less than 30 days prior to the foreclosure if the mortgage lien is held by Freddie Mac, Authorized Representative will certify the default to Local Government, which will enforce the assessment lien for the benefit of Lender pursuant to Sec. 399.014(c) of the PACE Act, in the same manner as a property tax lien against real property

may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution. However, if a case under the U.S. Bankruptcy Code is filed by or against Property Owner or if the enforcement of the assessment lien is prevented by the order of a court, Local Government will notify Authorized Representative and will file a proof of claim for the balance of the assessment, accrued interest and penalties, and all costs and expenses, including attorney's fees, as authorized by Section 399.014 of the PACE Act. Authorized Representative will notify Lender of the filing of the proof of claim. Lender will not be required to mail a notice of delinquency to Property Owner or a notice of default to Local Government. Lender will reimburse Local Government for any costs and expenses, including attorney's fees, required to file and present the claim.

(d) Priority. If the assessment lien is enforced by foreclosure or collected through a bankruptcy or similar proceeding, the assessment balance and any interest or penalties on the assessment will have the same priority status as a lien for any other ad valorem tax, pursuant to Sec. 399.014(a)(2) of the PACE Act.

(e) Final Payment and Release. When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, or costs due under or authorized by the PACE Act or the Financing Documents have been paid in full, Local Government's rights under the Owner Contract will cease and terminate. Upon notice from Lender that all amounts due have been paid in full, Authorized Representative will execute a release of the Assessment and the Owner Contract and record the release.

(f) Limitations on Local Government's Actions. Without the prior written consent of Lender, Local Government will not enter into any amendment or modification of or deviation from the Owner Contract. Local Government or Authorized Representative will not institute any legal action with respect to the Owner Contract, the Assessment, or the assessment lien without the prior written request of Lender.

(g) Limitations of Local Government's Obligations. Local Government undertakes to perform only such duties as are specifically set forth in this Lender Contract, and no implied duties on the part of Local Government are to be read into this Lender Contract. Local Government will not be deemed to have a fiduciary or other similar relationship with Lender. Local Government may request written instructions for action from Lender and refrain from taking action until it receives satisfactory written instructions. Local Government will have no liability to any person for following such instructions, regardless of whether they are to act or refrain from acting.

(h) Costs. No provisions of this Lender Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

7. Lender's Warranties and Representations. With respect to this Lender Contract, Lender hereby warrants and represents that on the date on which Lender executes this Lender Contract:

(a) Lender is a qualified lender under the PACE Program, as defined in paragraph 3(a) above, and is fully qualified under the PACE Program to enter into this Lender Contract and the Financing Documents;

(b) Lender has independently and without reliance upon Local Government conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate, and made its own analysis of the Owner Contract, the Project, and Property Owner's financial ability to perform the financial obligations set out in the Financing Documents; and

(c) Lender has not relied upon any investigation or analysis conducted by, advice or communication from, or any warranty or representation by Local Government, Authorized Representative, or any agent or employee of Local Government, express or implied, concerning the financial condition of the Property Owner or the tax or economic benefits of an investment in the Assessment.

8. Written Contract Required by the PACE Act. This Lender Contract constitutes a written contract between Local Government and Lender, as required under Section 399.006 (c) of the PACE Act.

9. Construction and Definitions. This Lender Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein have the meanings ascribed to them in the PACE Program, and/or the PACE Act.

10. Binding Effect. This Lender Contract is binding upon and inures to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

11. Notices. Unless otherwise specifically provided herein, all notices and other communications required or permitted hereunder shall be in writing and delivered by first-class mail or by electronic mail, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This Lender Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

13. Entire Agreement. This Lender Contract constitutes the entire agreement between Local Government and Lender with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

14. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

15. Counterparts. This Lender Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together will constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

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16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “**usury limit**”). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the usury limit, interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Lender Contract.

17. Certification. Local Government certifies that the PACE Program has been duly adopted and is in full force and effect on the date of this Lender Contract. Property Owner has represented to Lender and Local Government that the Project is a “qualified project” as defined in the PACE Program and Section 399.002 of the PACE Act. The Assessment has been imposed on the Property as a lien in accordance with the PACE Owner Contract and the PACE Act. Local Government has not assigned or transferred any interest in the Assessment or the PACE Owner Contract.

18. Construction Terms. The Financing Documents executed by Lender and Property Owner must include a requirement that Lender will withhold [REDACTED] % of the Financing until verification that the Project was properly completed and is operating as intended is provided to Authorized Representative by an Independent Third Party Reviewer (“ITPR”), or Property Owner will pay liquidated damages to Lender of \$ [REDACTED] per day for every day after 30 days following completion of the Project that such verification of completion is not provided. If verification of completion is not provided by Property Owner within 30 days after completion of the Project, such verification shall be submitted by Lender. If this Lender Contract includes any additional requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit C attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

LENDER:

By: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was
acknowledged before me on _____, _____ by _____,
_____, on behalf of _____.

(print name)

NOTARY PUBLIC, STATE OF _____

_____ HAYS COUNTY, TEXAS

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Pursuant to Tex. Local Gov't Code §399.006(b)

Email Address: [REDACTED]

STATE OF TEXAS §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on [REDACTED], 20[REDACTED] by [REDACTED], President, [REDACTED] dba [REDACTED], a Texas [REDACTED], on behalf of said corporation [REDACTED] as Authorized Representative for the Local Government.

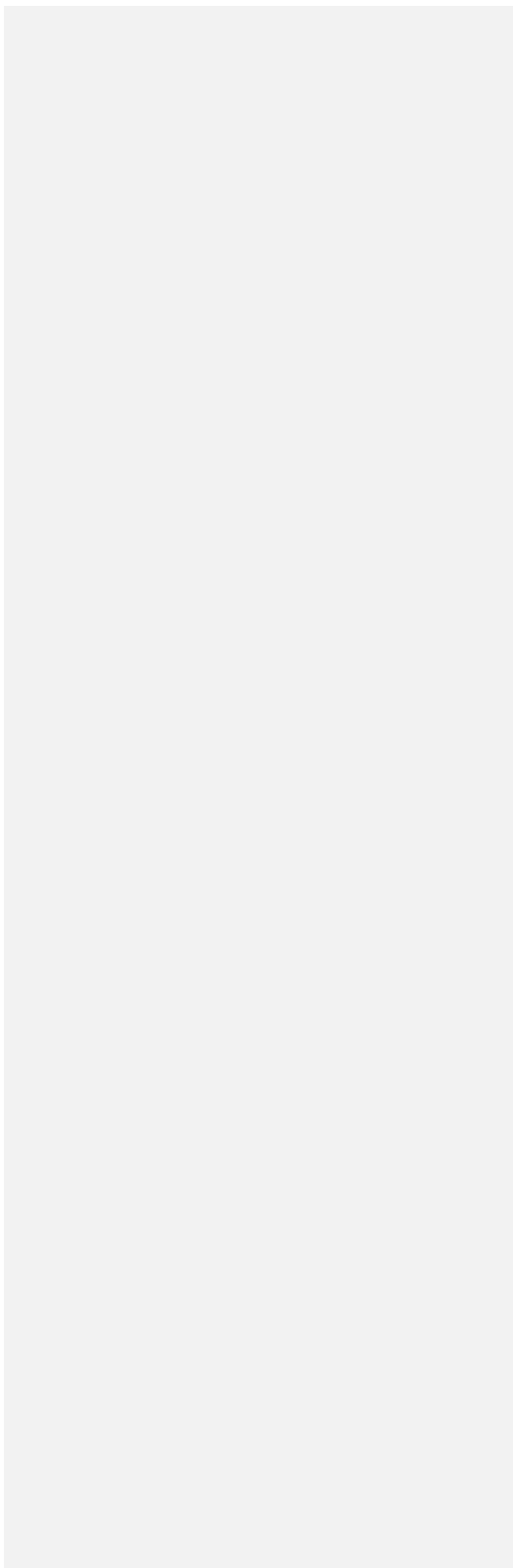
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NOTARY PUBLIC, STATE OF TEXAS

SIGNATURE PAGE TO
PACE LENDER CONTRACT [2 OF 2]

LENDER CONTRACT EXHIBIT A

OWNER CONTRACT



LENDER CONTRACT EXHIBIT B

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:

Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

LENDER CONTRACT EXHIBIT C

CONSTRUCTION TERMS

Retainage or Liquidated Damages:

Lender will retain _____% of the Financing until a report of completion by a qualified Independent Third Party Reviewer ("ITPR") is provided to Authorized Representative.

OR

Property Owner will pay liquidated damages to Lender of \$ _____ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender will then provide the report of completion to Authorized Representative.

Date	Draw down Amount	Purpose

FORM PACE OWNER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“PACE”) OWNER CONTRACT including the attached exhibits (“Owner Contract”) is made as of the [REDACTED] day of [REDACTED], [REDACTED] (“Effective Date”), by and between Hays County, Texas (“Local Government”), and [REDACTED] (“Property Owner”).

RECITALS

A. The Property Assessed Clean Energy Act (“PACE Act”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated January 17, 2017 and amended pursuant to a resolution dated July 10, 2018 adopted by the Commissioners Court — (“PACE Program”), and has designated [REDACTED] as a representative of Local Government (“Authorized Representative”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within Hays County, Texas jurisdiction as a region (the “Region”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owners’ property pursuant to the PACE Program.

C. Property Owner is/are the sole legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at [REDACTED], [REDACTED], Texas [REDACTED] - [REDACTED] (the “Property”).

D. Pursuant to Application number [REDACTED], Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (“Qualified Improvements”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “Project”). Property Owner has requested that Local Government enter into this Owner Contract pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment (the “Assessment”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the real property records of Hays, County, Texas (the “Notice of Contractual Assessment

1

Lien”), to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached hereto as Exhibit A and made a part hereof. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (“**Financing**”) will be provided to Property Owner by [REDACTED] (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the “**Lender Contract**”). The financing will include only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. Local Government has agreed to maintain and continue the Assessment for the benefit of Lender until the Financing, all contractual interest due to Lender (“**Contractual Interest**”), any prepayment penalty, and any penalties, interest, fees, and costs due under or authorized by the PACE Act are paid in full and to release the Assessment upon notice from Lender of such payment, or to foreclose the lien securing the Assessment for the benefit of Lender upon notice from Lender of a default in payment by Property Owner.

F. As required by Section 399.010 of the PACE Act, Property Owner has notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of this Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage holder to the Assessment was obtained on or prior to the date of this Owner Contract and is attached hereto as Exhibit B and made a part hereof.

AGREEMENT

The parties agree as follows:

1. Imposition of Assessment. In consideration for the Financing advanced or to be advanced to Property Owner by Lender for the Project under the PACE Program pursuant to the Lender Contract, Property Owner hereby requests and agrees to the imposition by Local Government of the Assessment in the principal amount of \$ [REDACTED], as set forth in the Notice of Contractual Assessment Lien. In the event the actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and Authorized Representative will record an amended Notice of Contractual Assessment Lien. The Assessment includes the application/closing and administration fees authorized by the PACE Program and Section 399.006(e) of the PACE Act. Property Owner promises and agrees to pay the Assessment, Contractual Interest thereon, any prepayment penalty, and all penalties, interest, fees, and costs due under or authorized by the PACE Act and the financing documents executed between Property Owner and Lender (the “**Financing Documents**”) described in or copies of which are attached as Exhibit C attached hereto and made a part hereof by reference. Property Owner will pay such amount in care of or as directed by Lender, in satisfaction of the Assessment imposed pursuant to this Owner Contract and the PACE Act. Accordingly, Local Government hereby imposes the Assessment on the Property to repay the Financing of the Project, Contractual Interest, any prepayment penalty, and any penalties, interest, fees and costs due under or authorized by the

PACE Act and the Financing Documents, in accordance with the requirements of the PACE Program and the provisions of the PACE Act.

2. Maintenance and Enforcement of Assessment. In consideration for Lender's agreement to advance Financing to Property Owner for the Project pursuant to the Financing Documents, Local Government agrees to maintain and continue the Assessment on the Property for the benefit of Lender until the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, and costs, due under or authorized by the PACE Act and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner, in accordance with the provisions set forth in paragraph 5. Authorized Representative will deliver an annual notice of assessment to Property Owner by electronic mail each year until the Assessment is released. If requested by Property Owner by marking the box below, Local Government agrees to also deliver an annual notice of assessment to Property Owner by first-class mail in the envelope with the tax bill of the Property each year until the Assessment is released.

☐ Property Owner requests an annual notice of assessment from Local Government.

Any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner will not affect the Assessment or Property's Owner's obligations under this Owner Contract.

3. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments ("Installments"), according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit C. The Assessment includes (1) an application/closing fee paid by Property Owner to Authorized Representative at closing of the Financing, and (2) a recurring administration fee paid by Property Owner to Authorized Representative until the Assessment is released. The recurring administration fee amount will be collected by Lender and paid to Authorized Representative within thirty (30) days of receipt by Lender, unless otherwise agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of a delinquency in the payment of any Installment, Lender will, upon notice to Authorized Representative, withhold payment of any administration fee due to Authorized Representative in connection with such Installment until the Installment is paid. Any such temporary withholding will not reduce the amount of the administration fees included in the Assessment. The amounts due to Authorized Representative are identified in Exhibit C hereto. When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees and costs due under or authorized by the PACE Act and the Financing Documents, have been paid in full, Local Government's rights under this Owner Contract will cease and terminate. Upon notice from Lender that all amounts due have been paid in full, Authorized Representative will execute a release of the Assessment and this Owner Contract and record the release. As required by Section 399.009(a) (8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project.

4. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender will have the right, with or without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the

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event of a default in payment, together with all corresponding obligations, provided that all of the following conditions are met:

- (a) The assignment or transfer is made to a qualified lender as defined in the Lender Contract;
- (b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed at least 30 days before the next Installment is due according to the payment schedule included in the Financing Documents, and
- (c) The assignee or transferee executes a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under the Lender Contract related to the receipt of the Installments or the enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative within 10 days after execution of the agreement.

Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice to Property Owner and Authorized Representative of an assignment or transfer that meets all of these conditions, the assignor will be released of all of the rights and obligations of the Lender under such Lender Contract accruing after the date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations will be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or require enforcement of the assessment lien that does not meet all of these conditions is void. Lender will retain all of the rights and obligations of Lender under the Lender Contract until such rights and obligations are assigned or transferred according to this paragraph.

5. Lien Priority and Enforcement. Pursuant to Section 399.014 of the PACE Act:

(a) Delinquent Installments will incur penalties and interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes, that is, a delinquent Installment incurs a penalty of 6% of the principal amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the principal amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment will also accrue interest on the principal of the Installment at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Subject to paragraph 16 below, penalties, interest, fees, and costs payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees that become due pursuant to the Financing Documents, may be imposed and retained by Lender.

- (b) The Assessment and any interest or penalties thereon,

(1) are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is recorded in the real property records of Hays County, Texas as provided by Section 399.013 of the PACE Act, until the Assessment, interest, or penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax.

(c) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of (i) a property tax lien, or (ii) the lien for a delinquent installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse to Lender, Local Government, or Authorized Representative.

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment will be enforced by Local Government for the benefit of Lender, in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total principal amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender will be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) As provided in Section 399.014 (a-1) of the PACE Act, after the Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

6. Written Contract Required by PACE Act. This Owner Contract constitutes a written contract for the Assessment between Property Owner and Local Government as required by Section 399.005 of the PACE Act. The Notice of Contractual Assessment Lien will be recorded in the real property records of Hays County, Texas as public notice of the contractual Assessment, in accordance with the requirements of Section 399.013 of the PACE Act.

7. Qualified Improvements. Property Owner agrees that all improvements purchased, constructed, or installed through the Financing obtained pursuant to this Owner Contract will be

permanently affixed to the Property and will transfer with the Property to the transferee in the event of a sale or transfer of the Property. Property Owner agrees to provide to Authorized Representative within 30 days after the completion of the Project a verification by an independent third party reviewer (“ITPR”) that the project was properly completed and is operating as intended. Property Owner agrees that Lender may retain the final advance of Financing until such verification is submitted or require Property Owner to pay liquidated damages for a failure to do so, according to paragraph 19 below.

8. Water or Energy Savings. For so long as the Assessment encumbers the Property, Property Owner agrees, on or before January 31st of each year, to report to Authorized Representative the water or energy savings realized through the Project in accordance with the reporting requirements established by Authorized Representative.

9. Construction and Definitions. This Owner Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein have the meanings ascribed to them in the PACE Program and/or the PACE Act.

10. Binding Effect. This Owner Contract is binding upon and inures to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

11. Notices. Unless otherwise specifically provided herein, all notices and other communications required or permitted by this Owner Contract shall be in writing and delivered by first-class mail or by electronic mail, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

13. Entire Agreement. This Owner Contract constitutes the entire agreement between Local Government and Property Owner with respect to the subject matter hereof and may not be amended or altered in any manner except by a document in writing executed by both parties.

14. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

15. Counterparts. This Owner Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together will constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “**usury limit**”). If the total amount of interest payable to Local Government and

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Contractual Interest payable to Lender exceeds the usury limit, the interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Owner Contract.

17. Costs. No provision of this Owner Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

18. Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this Owner Contract as may be reasonably necessary or required.

19. Construction Terms. The Financing Documents executed by Lender and Property Owner must include a requirement that Lender will withhold [REDACTED] % of the Financing until verification that the Project was properly completed and is operating as intended is provided to Authorized Representative by an Independent Third Party Reviewer ("ITPR), or Property Owner will pay liquidated damages to Lender of \$ [REDACTED] per day for every day after 30 days following completion of the Project that such verification of completion is not provided. If verification of completion is not provided by Property Owner within 30 days after completion of the Project, such verification shall be submitted by Lender. If the Lender Contract includes requirements related to the construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

PROPERTY OWNER:

By: _____

Name: _____

Title: _____

Address: _____

Email address: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was
acknowledged before me on _____, _____ by _____,
_____, on behalf of _____.

_____ (print name)

NOTARY PUBLIC, STATE OF _____

LOCAL GOVERNMENT:

HAYS COUNTY, TEXAS

By: [REDACTED]

AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____
[REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Address: [REDACTED]

Email Address: [REDACTED]

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ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF [REDACTED] §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on [REDACTED], 20[REDACTED] by [REDACTED], President, [REDACTED], dba [REDACTED], a Texas [REDACTED], on behalf of said corporation [REDACTED] as Authorized Representative for the Local Government.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

SIGNATURE PAGE TO
PACE OWNER CONTRACT [2 OF 2]

OWNER CONTRACT EXHIBIT A
NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

OWNER CONTRACT EXHIBIT B
MORTGAGE HOLDER(S) CONSENT

OWNER CONTRACT EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:

Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

OWNER CONTRACT EXHIBIT D

CONSTRUCTION TERMS

Retainage or Liquidated Damages:

Lender will retain _____% of the Financing until a report of completion by a qualified Independent Third Party Reviewer ("ITPR") is provided to Authorized Representative.

OR

Property Owner will pay liquidated damages to Lender of \$_____ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender will then provide the report of completion to Authorized Representative.

Additional Construction Terms

Date	Draw down Amount	Purpose

**FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand. Unless otherwise expressly provided herein, all terms used herein have the same meanings ascribed to them in the PACE Act.

B. Hays County, Texas (“**Local Government**”) has established a program under the PACE Act (“**PACE Program**”) pursuant to a resolution dated January 17, 2020, adopted by the Commissioners Court, and amended pursuant to a resolution dated July 10, 2018 adopted by the Commissioners Court and has designated [REDACTED] as ~~the~~ representative of Local Government (“**Authorized Representative**”) authorized to enter into and enforce the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the Hays County jurisdiction as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owners’ property pursuant to the PACE Program.

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C. [REDACTED] (“**Property Owner**”) is/are the sole legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at [REDACTED], [REDACTED], Texas [REDACTED] - [REDACTED] and more fully described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

D. Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements described in Exhibit B attached hereto and made a part hereof, which are intended to decrease water or energy consumption or demand and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (the “**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has entered into a written contract (the “**Owner Contract**”) with Local Government pursuant to the PACE Act and the PACE Program and has requested Local

Government to impose an assessment on the Property to repay the financing of such Qualified Improvements.

E. The financing of such Qualified Improvements will be provided to Property Owner by [REDACTED] (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the “**Lender Contract**”). Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in the Lender Contract.

THEREFORE, Local Government hereby gives notice to the public pursuant to Section 399.013 of the PACE Act that it has imposed an assessment on the Property in the principal amount of \$ [REDACTED] (the “**Assessment**”). The Assessment includes only those costs and fees for which an assessment may be imposed under Section 399.006(c) of the PACE Act. In the event that the actual total of costs and fees for which an assessment may be imposed is different from the amount stated or any other term requires correction, Local Government, Property Owner, and Lender will execute an amended Owner Contract and Lender Contract, and Authorized Representative will record an amended Notice of Contractual Assessment Lien.

The Assessment and contractual interest thereon due to the Lender (the “**Contractual Interest**”) are due and payable in installments (“**Installments**”) in accordance with the terms and payment schedule included in the financing documents executed between Property Owner and Lender that are described in or copies of which are attached hereto as Exhibit C (the “**Financing Documents**”).

Pursuant to Section 399.014 of the PACE Act,

1. The Assessment and any interest or penalties thereon,
 - (i) are a first and prior lien against the Property from the date on which this Notice of Contractual Assessment Lien is recorded in the real property records of Hays County, Texas, until the Assessment, interest, or penalty is paid; and
 - (ii) such lien has the same priority status as a lien for any other ad valorem tax.
2. The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner’s obligations under the Financing Documents will be transferred to the succeeding owner without recourse to Local Government, or Authorized Representative.

As provided in Section 399.014(a-1) of the PACE Act, after this Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a “qualified improvement” or the project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

EXECUTED on [REDACTED], [REDACTED].

LOCAL GOVERNMENT:

HAYS COUNTY, TEXAS

By: - [REDACTED]

AUTHORIZED REPRESENTATIVE

[REDACTED] Pursuant to Tex. Local Gov't Code §399.006(b)

Name: [REDACTED]

Title: [REDACTED]

Address: [REDACTED]

Email Address: [REDACTED]

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF [REDACTED] §

This Notice of Contractual Assessment Lien pursuant to Property Assessed Clean Energy Act was acknowledged before me on [REDACTED], 20[REDACTED] by [REDACTED], President, [REDACTED], dba [REDACTED], a Texas [REDACTED], on behalf of said corporation [REDACTED] as Authorized Representative for the Local Government.

[REDACTED] (print name)

NOTARY PUBLIC, STATE OF TEXAS

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NOTICE OF LIEN EXHIBIT A
PROPERTY DESCRIPTION

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PACE Notice of Contractual Assessment Lien

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NOTICE OF LIEN EXHIBIT B
QUALIFIED IMPROVEMENTS

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PACE Notice of Contractual Assessment Lien

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NOTICE OF LIEN EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:

Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

INDEXING INSTRUCTION:

Grantor:		, Property Owner
Grantees:		, Local Government
		, Lender

After recording, return to-	<u>Authorized Representative</u>
	[Address]
	[Address]
	[Address]

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the execution of a \$3,335.00 Service Proposal with Firetrol Protection Systems for fire alarm control panel repairs at the Juvenile Detention Center.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 21, 2020	\$3,335.00

LINE ITEM NUMBER

070-685-00.5451

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Brett Littlejohn	INGALSBE	N/A

SUMMARY

The Juvenile Detention Center fire panel detection system is not functional. The water flow portion of the fire suppressant system is currently functional, however the smoke detection portion is in need of repairs. Funds are available within their operating budget to cover this expense.

Attachment: Firetrol Protection Systems Proposal
BuyBoard Contract #574-18

Monday, April 13, 2020

Attention: **Stephanie Hunt/Brett Littlejohn**

BILL TO:

Hays County
712 S Stagecoach Tr. Suite 1071
San Marcos, TX 78666

JOB LOCATION:

Hays County Juvenile Detention Center
2250 Clovis Barker Road
San Marcos, TX 78666

Scope of Work:

Firetrol to provide service on the current EST fire alarm control panel to include the following:

Fire Alarm Control Panel – EST Parts

1 – SA-DACT

1 – IO1000G

Parts Total: \$1,294.56 (includes TXMAS/BuyBoard 25% Discount)

Installation and testing labor (TXMAS/BuyBoard) \$85/hour

1 Install Service tech (8 hours)

2 Inspection techs (8 hours/each - 16hrs total)

Labor Total: \$2,040.00

TOTAL SERVICE: \$3,334.56

Note: The dollar amounts listed are for normal business hours testing with AHJ. An afterhours test with the AHJ would incur additional dollar amounts not included in this proposal.

Thank you for allowing us the opportunity to provide you with our services. Please feel free to contact me on my cell (512) 925-1400 if you have any questions.

FIRETROL PROTECTION SYSTEMS, INC.

ACCEPTED BY:

NAME Heather Foster
Heather Foster

TITLE Service Sales

DATE April 13, 2020

Authorized
Signature of Customer _____

NAME _____

TITLE _____

DATE _____

P O _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Amend the Constable Pct. 2 operating budget for \$3,915.00 additional costs associated with the motorcycle unit approved in the FY20 budget process.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 21, 2020	\$3,915.00

LINE ITEM NUMBER

001-636-00.5713_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Constable Michael Torres	JONES	N/A

SUMMARY

The Constable Pct. 2 is finalizing the motorcycle unit order that was approved during the FY20 budget process and is need of additional funds. Due to the amount of motor units purchased county-wide, the Purchasing Division was required to procure these units through a State Contract resulting in increased costs from initial quotes. Funds have been identified in their operating budget for the additional funds required.

Budget Amendment:

Increase Vehicle_Capital .5713_700 - \$3,915

Decrease LE Supplies .5206 - (\$215)

Decrease Books & Periodicals .5213 - (\$200)

Decrease Continuing Education .5551 - (3,500)

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the County Judge to execute a Proposal with Conference Technologies, Inc. related to the Backend Processing and Display Wall System for the new Public Safety Building and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 21, 2020	\$574,645

LINE ITEM NUMBER

001-680-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler/Jeff McGill	INGALSBE	N/A

SUMMARY

The Public Safety Bond Executive Committee and Project Management Team have reviewed the Backend Processing and Display Wall System quote for the Emergency Operations Center and are ready to move forward utilizing Conference Technologies, Inc. Funds were budgeted during the FY20 budget process within the IT Department for this system and equipment. Procurement is met through the cooperative purchasing program with The Interlocal Purchasing System (TIPS).

Attachment: Conference Technologies, Inc. Quote 2020020
TIPS Contract #171001



301 Round Hill Drive, Rockaway, NJ 07866 Tel 973.366.5550 Fax 973.625.7775 www.activu.com

Commercial Quote

V 03.24.19

Project Name Public Safety Bldg. Hays County EOC	Project Location (City, State) San Marcos, TX	Project No.	Quote No. 2020020 Quote Date 1/23/2018 Rev. No. 5 Rev. Date 4/9/2020 RSM David Gaither ENG Mark Roy
Project Contact Name Michael Sullivan Conference Technologies, Inc.	Backend Processing and Display Wall System		

Notations

Commercial Quotes are valid for 90 Days.
Our Commercial Quote is based on a firm fixed-price task, any changes requested by client may affect the cost.

Gold Level Support Plan Includes:

Includes one (1) scheduled on-site Preventive Maintenance (PM) visit per year (includes travel and labor)
In addition, the support agreement provides one (1) unscheduled/emergency visit per year (includes travel and labor)
Remote troubleshooting support via an approved VPN portal
Access to The Activu Customer Support Web Portal (ticket logging / tracking system)
Logistical Support For Hardware Repairs/Replacements (includes S&H)
Free software upgrades for new versions and patches (travel, on-site labor to install new software, and training is not included).
24x7 Phone & E-mail Support

Confidential

Custom System

Qty.	Description	Manufacturer	Mfg. Part No.	MSRP
1	Activu custom designed 4x2 video wall and backend video processing system for control room visualization, including hardware, software, commissioning, and three years of support.	Activu	Q:20120020	\$596,389.05

VIDEO WALL TURNKEY PROPOSAL

TIPS Contract # 171001

HAYES COUNTY EOC PUBLIC SAFETY BLDG.
TIPS CONTRACT # 171001
VIDEO WALL SYSTEM PROPOSAL
BID DATE 4/10/2020

PREPARED BY:

BID GROUP

11653 ADIE ROAD

MARYLAND HEIGHTS, MO 63043

(314) 993-1400

APRIL 9, 2020

CONFIDENTIAL NOTICE

This document contains information confidential and proprietary to Conference Technologies, Inc. ®.

The information may not be used, disclosed or reproduced without the prior written authorization of Conference Technologies, Inc. ®.

HAYES COUNTY EOC PUBLIC SAFETY BLDG.

TIPS CONTRACT # 171001

VIDEO WALL SYSTEM PROPOSAL

BID DATE 4/10/2020

PRICING

Below is the proposed cost of this solution based on the outlined scope of work. If you have questions about the proposal, please let us know how we can help with additional needs or changes in the scope.

Description	Price
Activu Video Wall System Q:20120020 Total (MSRP)	\$ 596,389.05
Activu Video Wall System Q:20120020 Total (TIPS Price - 10% Contracted Discount)	\$ 568,955.15
TIPS FEE (1%)	<u>\$ 5,689.55</u>
Grand Total	\$ 574,644.70

System Includes: Activu custom designed 4x2 video wall and backend video processing system for control room visualization, including hardware, software, commissioning, and three years of support.

Bid Proposal is valid for only **90 days** after date of Bid Proposal.

STATEMENT

This system proposal is the property of Conference Technologies, Inc. and is delivered with the sole intent of being viewed for evaluation purposes only. This proposal or any part of this proposal is not to be presented to, or viewed by any other party, vendor or Conference Technologies, Inc. competitor without the written consent of Conference Technologies, Inc. Any effort to do so will be considered a violation of copyright law.

NEXT STEPS

- Upon Notice to Proceed Conference Technologies, Inc. will begin with an internal handoff of the project to our operations team.

Customer Signature_____
CTI Signature_____
Printed Name_____
Printed Name_____
Title_____
Title_____
Date_____
Date

We look forward to working with you on this project. If you have any questions please contact me by phone or email.
Cordially,



Steve Martin
smartin@conferencetech.com
Phone: 816-673-3541



Gerry Murphy
gmurphy@conferencetech.com
Phone: 414-253-4123

Conference Technologies, Inc.
11653 Adie Road.
Maryland Heights, MO 63043
Phone: 314-993-1400
Fax: 855-329-2844
bidteam@conferencetech.com

THE CONFERENCE TECHNOLOGIES, INC. BID GROUP

David Lahey	Vice President of Estimating
Mark Wilson	Vice President of Sports & Entertainment
Adam Lofredo	Corporate Justice Team
Jim Beaudin	Corporate Federal Team
Steve Martin	Corporate Planning and Specs Team

Ben Stearn	Jeremy Smith	Michael Kessell	Scott Karlis
Bethany Absolon	Kevin Marema	Michael Sullivan	Steve Maulin
Bill Kocher	Mathew Sivesind	Patty Richmond	Steven Surber
David Pierce	Matt Swiderski	Robert Sidler	Thomas Schraufnagel
Gerry Murphy	Michael Haggerty	Ryan Holdenried	Tom Austin

SECTION 2: COMPANY OVERVIEW**PROFILE AT A GLANCE****Corporate Name:**

Conference Technologies, Inc.®

Date of Establishment:	October 11, 1988
Type of Organization:	Privately Held Corporation
Headquarter Address:	11653 Adie Road, Maryland Heights, MO 63043
Website:	www.conferencetech.com
Locations:	20
Number of Employees:	422 full and part-time
Armed Forces Veterans:	24
Founder(s):	Jane & Dennis Woodhouse
Owner(s):	Mary Laughlin (51%) / John Laughlin (49%)
Industry:	Audiovisual/Technology/Telecommunications/B2B
Contracts Vehicles Approved:	GSA (GS-03F-0124Y)/NAICS



CTI has completed more than 11,000 Projects Worldwide



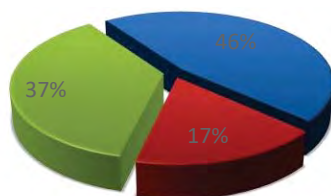
CTI has completed projects in over 25 different countries.



CTI supports more than 1,300 Client Service Contracts

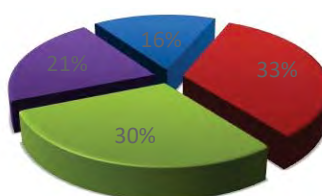


Departmental Breakdown



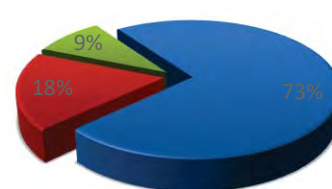
- Admin./Operations Staff
- Consulting Staff
- Technical Staff

Experience in the Industry



- 0-5 years
- 5-10 years
- 10-15 years
- 15+ years

Industry Certified



- Certified
- In Progress
- None (New staff)

ABOUT US

IT IS ALL ABOUT OUR PEOPLE.

Since we began in 1988, our goal has been to provide custom, superior technology services. These include design, engineering, training, and support for professional audio, video, visual, and control systems. Our model has also evolved to develop IP network design, video conferencing, web casting, collaborative systems, and unified communications as technology continues to advance.

Our executive leaders are committed to the relationships they have formed throughout the industry with vendors, clients, and trade partners. Everyone in the Conference Technologies, Inc. team understands that they are a network of professionals whose purpose is to provide AV solutions while utilizing the experience and training from their respective backgrounds. The result is a diverse team with rich knowledge from all aspects of technology in engineering design, IT, media, and installation, located all over the country.

WHY CHOOSE US?

We understand that there are other AV integrators who you can call. What we have learned along the way from our loyal customers is that they are not all created equal. We are specialists who ensure our technology, processes, and staff are the most knowledgeable and efficient resource to serve you. We have a pulse on the present and an outlook to the future. We are not content to be idle and react to the industry trends, but are driven to steer the direction of AV-IT convergence and embrace the vast changes ahead in the field. As you will see from our solutions and services in this guide, we are a comprehensive provider for all of your AV, IT, and Communication needs. Please contact us to learn more about the information found here or any other technology questions you may have. We are here to help.

OUR PEOPLE

WE ELEVATE INDUSTRY TALENT AND PLEDGE TO BE YOUR AV AUTHORITY

At Conference Technologies, Inc., we take great pride in our commitment and investment in our people. As a Certified Audiovisual Services Provider, we employ an organizational approach to industry accreditation. This requires our technical, sales, and customer service staff maintains Certified Technology Specialist designation (CTS) and is recognition earned for companies and teams who improve the competency and quality standards of the industry. Our specialists are bound not only to the technical proficiency of these certifications but a code of ethics, professionalism, and practice, to the highest standards. Our technical personnel also earn multiple manufacturer certifications through AMX, Crestron, Polycom, and Biamp to name a few, and maintains continuous career training to remain highly ranked in our advancing field. We value the importance of professional development and invest heavily in our employees to empower them for success as top-notch solutions providers to you.

OUR PURPOSE

Our goal is to be the AV specialist you trust. We are dedicated to building on our experience and providing you the most skilled engineers, integrators, and advisors. We invest in quality resources and planning because you do too. We are worldwide AV experts that you can count on.

OUR PROMISE

Your investment in technology is significant and analyzed with diligence at Conference Technologies, Inc. We will guide your plan with thoughtful, innovative action. We work to know your systems inside and out and will be here to help them evolve for years to come.

LOCATIONS



CORPORATE HEADQUARTERS

11653 Adie Road
Saint Louis, MO 63043
Office: 314.993.1400

AUSTIN

11525 Stonehollow Drive Suite 155A
Austin, TX 78758
Office: 512.584.8275

KANSAS CITY

13228 W 99th Street
Lenexa, KS 66215
Office: 913.894.2500

PEORIA

512 High Point Lane
East Peoria, IL 61611
Office: 309.698.8150

CEDAR RAPIDS

820 North 15th Avenue
Hiawatha, IA 52233
Office: 319.363.8144

LOS ANGELES

Coming Soon!
Los Angeles, CA
Office: 800.743.6051

PHOENIX

3164 South Country Club Drive Suite 7
Mesa, AZ 85210
Office: 480.816.7526

CHICAGO

1501 Ardmore Avenue
Itasca, IL 60143
Office: 630.467.1500

LITTLE ROCK

1419 Westpark Drive Suite A
Little Rock, AR 72204
Office: 501.375.2800

SAINT LOUIS

11687 Adie Road
Saint Louis, MO 63043
Office: 314.993.1400

DALLAS

3706 Arapaho Rd.
Addison, TX 75001
Office: 469.941.4130

MEMPHIS

5425 East Raines Road Suite 2
Memphis, TN 38115
Office: 901.360.8332

SAN FRANCISCO

46727 Fremont Boulevard
Fremont, CA 94538
Office: 510.935.9424

DES MOINES

333 Southwest 9th Street Suite N
Des Moines, IA 50309
Office: 515.280.9800

MILWAUKEE

W140 N5084 Lilly Road
Menomonee Falls, WI 53051
Office: 262.790.1130

QUAD CITIES

3513 Vine Court
Davenport, IA 52806
Office: 563.359.1825

DETROIT

1307 East Maple Road
Troy, MI 48083
Office: 248.362.3335

NASHVILLE

5211 Linbar Drive Suite 506B
Nashville, TN 37211
Office: 615.913.3289

WICHITA

248 North Cleveland Avenue
Wichita, KS 67214
Office: 316.651.0119

HOUSTON

4464 W 12th Street
Houston, TX 77055
Office: 713.524.1956

OMAHA











14990 Shepard Street Suite 600
Omaha, NE 68138
Office: 402.593.6750

CREDENTIALS/CERTIFICATIONS

Conference Technologies, Inc. technical staff has a variety of certifications and designations that set us apart as one of the most qualified audio visual integration partners available. Some of our designations include:

CERTIFICATION	QUALIFICATIONS/INDUSTRY CERTIFICATIONS/MANUFACTURER CERTIFICATIONS
AVIXA	Certified Technology Specialist - General / Design / Install (CTS, CTS-D, CTS-I)
IT	MCITP, MCTS, CompTIA A+, CompTIA Network+
PROJECT MANAGEMENT	NSCA PM
CONTROL SYSTEMS	Crestron, Harman (AMX), Extron
VTC SYSTEMS	Cisco, Polycom, LifeSize, Vaddio
AUDIO DSP	Biamp, BSS, ClearOne, Crown, Peavey, Gentner
CAD	AutoCAD, Autodesk, Revit
SOUND MODELING	SynAudCon







NUMBER OF EMPLOYEES CERTIFIED

CRESTRON CERTIFICATION									
MASTER	CCP	DMC-D	DMC-E	DMC-S	DMC-D 4K	DMC-E 4K	DMC-T 4K	FUSION	CTI-SG
									
3	6	15	6	1	13	2	2	3	1

HARMAN/AMX CERTIFICATION							
SOLUTIONS MASTER	HCCP - DESIGN	HCCP - COMMISSIONING	HCCP - PROGRAMMING	HCCA - PROGRAMMING	HCCA - DESIGN	HCCA - COMMISSIONING	HCNP
							
0	3	1	4	2	1	1	1

EXTRON CERTIFICATION						
GENERAL	EAVA	ECS	ECP	ProDSP	XTPSE	XTPST
						
30	6	1	5	0	3	0

INDUSTRY CERTIFICATION			BIAMP CERTIFICATION				Cisco			
CTS	CTS-D	CTS-I	AUDIA	TESIRA	TESIRA FORTE	VOCIA	CCDA	CCNA	CCDP	CCNP
										
90	9	10	5	3	11	1	1	3	0	3

MISC.									
Q-SYS	DANTE	BICSI	OSHA10	OSHA30	AQAV-CQD AV9000				
									
6	2	6	66	2	2				

CONFERENCE TECHNOLOGIES, INC



We're leaders in audio visual communications

Since our founding in 1988, our goal has been to provide a complete range of technology services including engineering and support for pro audio, video projection, staging, lighting, control, IP network design, videoconferencing, webcasting, collaboration, and unified communications.

Contact Us

(800) 743-6051
www.conferencetech.com



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the purchase of a replacement Blodgett Convection Oven valued at \$3,906.47 for the Juvenile Detention Center and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 21, 2020	\$3,907

LINE ITEM NUMBER

070-685-99-017.5719_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Brett Littlejohn	INGALSBE	N/A

SUMMARY

The Juvenile Detention Center is in need of a replacement convection oven. The current equipment is not functional and is cost prohibitive to repair. Funds are available within the NSLP grant budget to cover this expense.

Attachment: ISI Commercial Refrigeration
BuyBoard Contract #598-19

Budget Amendment:
Decrease Food Supplies
Increase Misc. Equipment_Ops

**Sold To:**

Hays County Purchasing
Stephanie Hunt
712 S. Stagecoach Trail
Suite 1071
San Marcos, TX 78610
512-393-2267 (Contact)

Ship To:

Juvenile Detention Center
2250 Clovis A. Barker Rd.
San Marcos, TX 78666



From:

ISI Commercial Refrigeration, LLC
Jim DeLuca
8006 Cameron Road, Suite D
Austin, TX 78754
512-645-9802 (Contact)

Job Reference Number: 11263

TERMS

BuyBoard Purchase

Item	Qty	Description	Sell	Sell Total
1	1 ea	CONVECTION OVEN, GAS  Blodgett Model No. SHO-100-G SGL Convection Oven, Gas, single deck, full size capacity (5) 18" x 26" pans, (SSM) solid state manual controls, double glass doors, (5) stainless steel racks and (11) rack positions, tubular black soft touch handle, cooling fan, stainless steel construction, 25" adjustable stainless steel legs, 50,000 BTU, 1/2 hp blower, cETLus, NSF (CALL LOCAL SALES REPRESENTATIVE FOR PRICE) 1 ea 1 year parts and labor warranty, standard 1 ea Natural gas 1 ea 115v/60/1-ph, 6.0 amps, cord, NEMA 5-15P, standard 1 ea Draft diverter, stainless steel, standard 1 st 25" legs, adjustable, stainless steel (set), standard 1 ea 6" stem casters	\$2,740.00	\$2,740.00
ITEM TOTAL:				\$2,952.00
2	1 kt	BLUE HOSE GAS CONNECTOR KIT  Dormont Manufacturing Model No. 1675KIT48PS Packed 1 kt Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2) 90° elbows, (1) Snap'N Go, (1) pair Safety Set® with hardware mounting options, limited lifetime warranty	\$184.47	\$184.47
ITEM TOTAL:				\$184.47
3	1 ea	COOKING EQUIPMENT INSTALLATION ISI Commercial Refrigeration Model No. INSTALL COOKING EQUIPMENT Service includes delivery, uncrating, setting in place, installing all accessories, and connecting to existing utilities. The utilities must meet the minimum requirements as specified by the manufacturer and be within 4 feet of the equipment being installed. Equipment will be started up and adjusted to manufacturer's specifications.	\$375.00	\$375.00
ITEM TOTAL:				\$375.00
4	1 ea		\$395.00	\$395.00

Item	Qty	Description	Sell	Sell Total
		ISI Commercial Refrigeration Model No. FREIGHT		
		Shipping charges on LTL carrier, see notes for services provided.		
			ITEM TOTAL:	\$395.00
		Total		\$3,906.47

This proposal is valid for acceptance within 30 days or as long as current manufacturers price list is in effect.

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov

AUSTIN: TACLB52729R / BEAUMONT: TACLA35912C / DALLAS: TALCB16860C / HOUSTON: TACLB27580R

This Quote shall be subject to TriMark's Terms of Sale <http://www.trimarkusa.com/SiteMedia/SiteResources/Terms/TriMark-Terms-and-Conditions-of-Sale.pdf>, which are incorporated herein by reference and shall govern. The parties specifically agree that no signature shall be required in order for this Quote or its applicable terms and conditions to be deemed legally binding and enforceable on Customer where the intent to be so bound can be inferred (including by acceptance or retention of products or services), notwithstanding contrary requirements under any law.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$3,906.47

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the Transportation Department to purchase one new laptop computer for the Engineering Technician, slot 1031-001 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 21, 2020	\$1,090

LINE ITEM NUMBER

020-710-00.5712_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	BECERRA	N/A

SUMMARY

The Transportation Department would like to purchase a new Dell Latitude 5400 laptop for our new Engineering Technician to be able to work both at the office and remotely, as well as access information from various data-collecting devices county-wide. Funds are available within their operating budget for this expense.

Attachment: Dell Marketing Quote #3000059450342.1
(IT Dept. request)

Budget Amendment:

Decrease Materials .5351 - (\$1,090)

Increase Computer Equipment_Ops .5712_400 - \$1,051

Increase Data Supplies .5202 - \$39

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to request that the Texas Department of Transportation (TxDOT) initiate the process to remove a portion of FM 2770 (Robert S. Light to 0.10 mile north of the intersection with Robert S. Light) from the State Highway System and convey to Hays County for future ownership of the right-of-way and maintenance.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 21, 2020	\$0.00

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	JONES	N/A

SUMMARY

Hays County and the Texas Transportation Department (TxDOT) entered into an Advance Funding Agreement on December 18, 2013 for the TxDOT-Hays County Partnership Program. As part of the Partnership Program, TxDOT completed roadway improvements on RM 967 between Cole Springs Road to FM 1626 for which Hays County provided the construction funding; Hays County is funding and conducting project development for the extension of Robert S. Light Blvd. from I-35 to FM 1626 for which TxDOT will provide the construction funding and manage construction; and, Hays County is funding project development to improve RM 967 from I-35 to the Union Pacific Railroad in downtown Buda. In consideration of Hays County's participation in these projects, TxDOT agreed to remove portions of FM 2770 and RM 967 from the State Highway System and add a portion of Robert S. Light Blvd. to the State Highway System. A small portion of FM 2770 affected by this agreement is in Hays County. Other portions of FM 2770 and RM 967 affected by this agreement are in the City of Kyle and City of Buda, and the County will coordinate with those entities to obtain resolutions requesting similar action.



A Resolution of the Hays County Commissioners Court Requesting that the
Texas Department of Transportation Initiate the Process to Remove a Portion of FM 2770
(Robert S. Light to 0.10 mile north of the intersection with Robert S. Light) from the State
Highway System and Convey to Hays County for Future Ownership of the Right-of-Way and
Maintenance

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, Hays County and the Texas Transportation Department (TxDOT) entered into an Advance Funding Agreement on December 18, 2013 for the TxDOT-Hays County Partnership Program, which outlined funding, roles and responsibilities for several roadway improvements; and

WHEREAS, as part of the TxDOT-Hays County Partnership Program, TxDOT has completed roadway improvements on RM 967 between Cole Springs Road to FM 1626, including construction of a center turn lane, shoulders and sidewalks and for which Hays County provided the construction funding; and

WHEREAS, as part of the TxDOT-Hays County Partnership Program, Hays County is funding and conducting project development for the extension of Robert S. Light Blvd. from I-35 to FM 1626, including constructing two travel lanes (one in each direction) and a grade-separated crossing with the Union Pacific Railroad, for which TxDOT will provide the construction funding and manage construction; and

WHEREAS, as part of the TxDOT-Hays County Partnership Program, Hays County is funding project development to improve RM 967 from I-35 to the Union Pacific Railroad in downtown Buda, including shoulder improvements and addition of left turn lanes at certain locations; and

WHEREAS, as part of the negotiations of the TxDOT-Hays County Partnership Program, Hays County agreed to provide the construction funding for the improvements to RM 967 between Cole Springs Road and FM 1626 and provide project development funding for the extension Robert S. Light Blvd. between I-35 and FM 1626, and the Texas Department of Transportation agreed to remove the portions of FM 2770 and RM 967 from the State Highway System; and add a portion of Robert S. Light Blvd. to the State Highway System; and

WHEREAS, the improvements to RM 967 from Cole Springs Road to FM 1626 are complete; the extension of Robert S. Light Blvd. is underway and anticipated to be let for construction in late 2020; and the improvements to RM 967 from I-35 to the Union Pacific Railroad are underway and estimated to be let for construction in early 2021;

NOW, THEREFORE, BE IT RESOLVED by the Hays County Commissioners Court:

- (a) That the Commissioners Court of Hays County does hereby request that the Texas Department of Transportation initiate the process to remove a portion of FM 2770 (Robert S. Light to 0.10 mile north of the intersection with Robert S. Light) from the State Highway System and convey to Hays County for future ownership of the right-of-way and maintenance.

RESOLVED, ORDERED, AND DECLARED this ____ day of _____, 2020.

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

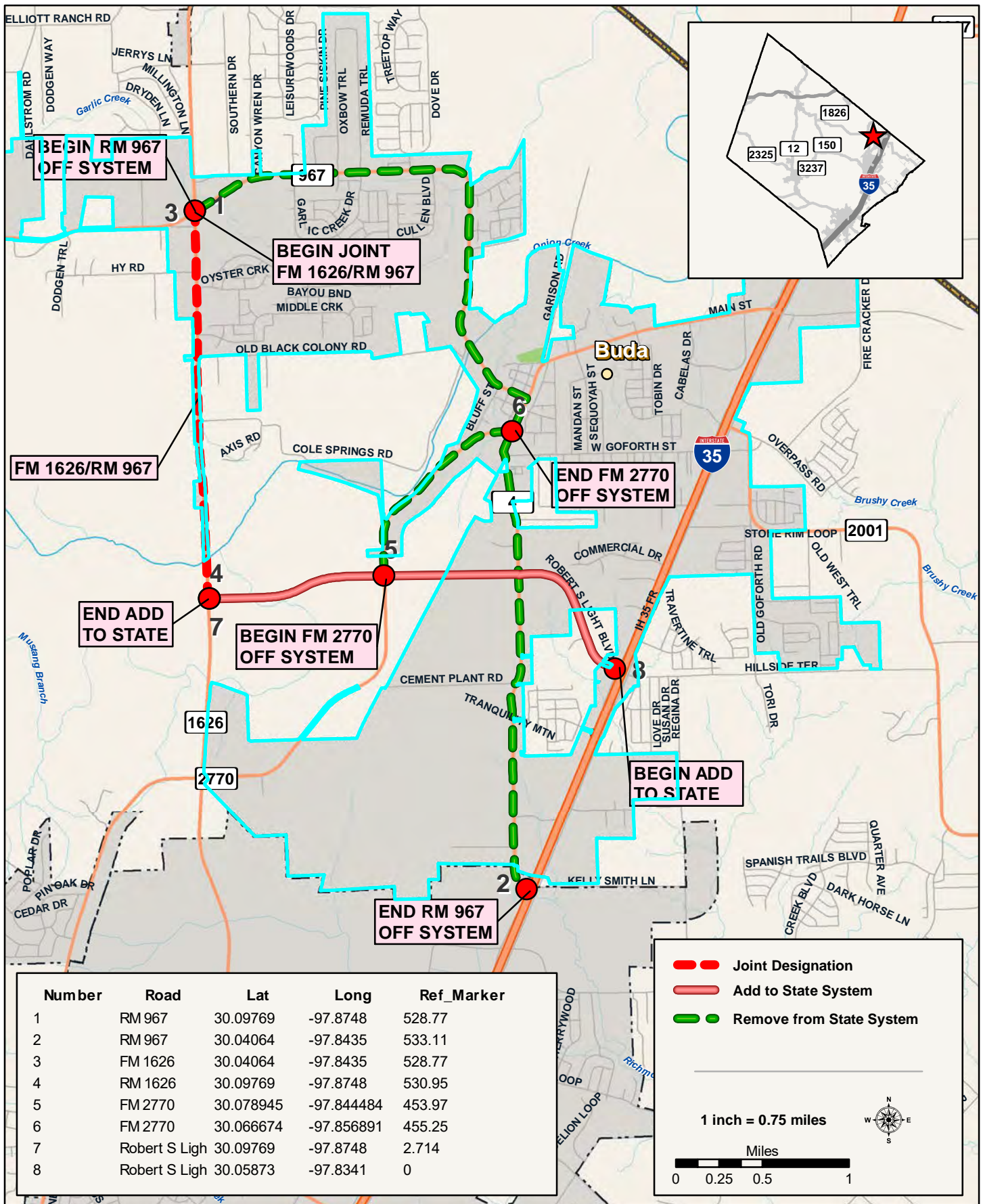
Lon Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas,
Hays County Clerk

HaysCountyFM2770RemovalfromSHS_Resolution.docx



ADDITION AND REMOVAL FROM STATE HIGHWAY SYSTEM

HAYS COUNTY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to award contract for IFB 2020-B05 US 290 @ Trautwein Road - Temporary Signal to Austin Traffic Signal Construction Company, Inc.

ITEM TYPE

ACTION-ROADS

MEETING DATE

April 21, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Jerry Borcharding

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Purchasing received three bids pursuant to IFB 2020-B05 US 290 @ Trautwein Road - Temporary Signal. It is the staff recommendation to award the contract to Austin Traffic Signal Construction Company, Inc.

Company Name	Bid Total
The Levy Company, Inc.	\$197,094.05
Road Solutions, LLC.	\$190,595.75
Austin Traffic Signal Construction Company, Inc.	\$152,839.00

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize an amendment to the laboratory testing contract between the Hays County Local Health Department and Clinical Pathology Laboratories (CPL) effective March 13, 2020 to include the testing of COVID-19.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 21, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

T. CRUMLEY

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

In June 2008 the Hays County Local Health Department entered into a contract with Clinical Pathology Laboratories (CPL) in order to provide clinical and anatomical pathology services. The Hays County Health Department would like to amend this contract to add testing of COVID-19 and include the 2 CFR 200 federal language as required by the Federal Emergency Management Agency (FEMA). Testing is currently being utilized for our First Responders, Healthcare Workers or individuals who have had contact with a vulnerable population. This contract amendment will become effective as of March 13, 2020 (the disaster declaration date) to include all prior testing as well as future testing for effective COVID-19 recovery and response efforts.

Attachment: CPL Contract Amendment

FIRST AMENDMENT TO
LABORATORY SERVICES AGREEMENT

This 1st Amendment to Laboratory Services Agreement (“Amendment”) which was executed on August 30, 2005 is made this 21st day of April, 2020, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as “County”), and Clinical Pathology Laboratories, Inc., (hereinafter referred to as “CPL”). The above-cited parties are collectively referred to as “the parties to this Agreement” or “the parties.”

AMENDMENTS:

- County shall pay CPL the following rate(s) for laboratory services provided:

DESCRIPTION	RATE
SARS-CoV-2 COVID-19 Molecular PCR	\$70.00

- The addition of **Exhibit B - FEDERALLY-FUNDED CONTRACTS SUBJECT TO APPENDIX II (2 CFR 200)** attached hereto.

EXCEPT FOR THE ABOVE MODIFICATIONS, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This First Amendment to Laboratory Services Agreement is hereby executed this 21st day of April, 2020, as is evidenced by the authorized signatures of the Parties, below.

Clinical Pathology Laboratory Services, Inc.

Ruben Becerra
Hays County Judge

Attest:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to execute a contract with Premier ER & Urgent Care related to COVID-19 Testing effective March 13, 2020.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 21, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

T. CRUMLEY

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Premier ER has partnered with Hays County in order to provide professional services related to COVID-19 testing. This contract will address those services needed to administer molecular testing of COVID-19 and include the 2 CFR 200 federal language as required by the Federal Emergency Management Agency (FEMA). Testing is currently being utilized for our First Responders, Healthcare Workers or individuals who have had contact with a vulnerable population. This contract amendment will become effective as of March 13, 2020 (the disaster declaration date) to include all prior testing as well as future molecular testing for effective COVID-19 recovery and response efforts.

The terms of a contract have not been negotiated and a draft is not available at the time of agenda posting. A draft will be provided to Commissioners Court by email when available or at the time of court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to execute a contract with Live Oak Health Partners Community Clinic related to COVID-19 Testing. .

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 21, 2020	N/A

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
T. CRUMLEY	SHELL	N/A

SUMMARY

Live Oak Health Partners Community Clinic is willing to partner with Hays County in order to provide professional services related to molecular COVID-19 testing. This contract will address those services needed to administer testing of COVID-19 and include the 2 CFR 200 federal language as required by the Federal Emergency Management Agency (FEMA).

The terms of a contract have not been negotiated and a draft is not available at the time of agenda posting. A draft will be provided to Commissioners Court by email when available or at the time of court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the execution of a grant contract amendment with United Way for Greater Austin (United Way ATX) in amount of \$7,500.00 for support of 2020 Census outreach work and amend the budget accordingly.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 21, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

001-712-16-129]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

T. CRUMLEY

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

On January 21, 2020 the Commissioners Court authorized the execution of a grant contract with United Way ATX in the amount of \$8,000 for Census outreach efforts. This grant contract amendment will add \$7,500 for expanded outreach efforts. No match is required for these additional funds. The project period remains as January 1, 2020 through July 30, 2020.

Attachments: United Way 2020 Census Grant Contract Amendment

Budget Amendment:

Increase Contributions .4610 - (\$7,500)

Increase Miscellaneous .5391 - \$2,500 (to be used for social media outreach)

Increase Contract Services .5448 - \$5,000 (to be used for contracting to produce videos for social outreach,
Contract will be brought back to court for execution)

2020 Census Grant Contract Amendment

This amendment is made to the 2020 Census Grant Agreement previously executed by and between Hays County, hereinafter called "Grantee," and United Way for Greater Austin, hereinafter called "United Way ATX."

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed agreement to award an additional \$7,500 in support of 2020 Census outreach work for a total award of \$15,500 from January 1, 2020 through July 30, 2020. The details of the amendment are as follows:

Recitals, 1 is amended effective April 20, 2020 to read:

United Way ATX hereby awards to Grantee and Grantee accepts from United Way ATX, for use strictly in accordance with the specific contract requirements set forth in Attachment A (the ***"Specific Contract Requirements"***), funding in the aggregate amount of **\$15,500**.

Attachment A, Specific Contract Requirements, is amended effective April 20, 2020 to include the following payment schedule.

PAYMENT SCHEDULE

Payment Issued	Payment Amount
January 30, 2020	\$8,000
April 30, 2020	\$7,500

This amendment shall take precedent over any previous amendments. All other terms and conditions that are not hereby amended, including program description, scope of work and reporting requirements are to remain in full force and effect.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized officers, have executed this Agreement as of the Effective Date.

United Way for Greater Austin	Hays County
By: _____ <i>Signature</i>	By: _____ <i>Signature</i>
Name: <u>David C. Smith</u>	Name: Ruben Becerra
Title: <u>CEO</u>	Title: Hays County Judge
Date: _____	Date: _____
	Federal Tax ID#: 74-6002241

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Software License Conversion Request Form for NetMotion in order to add 33 licenses and transition to a Subscription License model.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 21, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

MCGILL

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

NetMotion is the mobility software that is required for the County's CJIS compliance. We will need to upgrade to the subscription licensing model to integrate all agencies (Kyle, Buda, Fire/EMS) for the New World CAD. This will give each agency the ability to manage their own security and devices. Hays County will be the hosting agency for all mobile units after the transition to the New World CAD system.

Buda PD and various fire/EMS departments in the County have requested a total of 33 additional NetMotion licenses.



4/8/2020

Presented by: Mobile Wireless LLC – vendor #8606

Marva Pearce
Hays County
712 South Stagecoach Trail, Suite 1206
San Marcos, TX 78666
(512) 393-2845
mpearce@co.hays.tx.us

Re: NetMotion Complete add 33 licenses revised date - DIR-TSO-3810 – valid through 5/20/2020

Marva,

Thank you for being a valued customer. Please find below the pricing you requested from Mobile Wireless LLC. We appreciate your business!

NetMotion Complete

Product Description	SKU	Qty	Per Unit	Extended Price
NetMotion Complete add 33 Effective 4/21/2020 – 9/30/2020 The full suite of NetMotion capabilities, including all of the functionality available in Core plus the ability to gather and analyze data on your mobile fleet in clean, real-time dashboards. Complete also features powerful policy controls, extending your security perimeter and further enhancing the user experience	NMS-COMPLETE-SUBS	33	\$31.80	\$1,049.40
Total				\$1,049.40

Respectfully,

Alan McClintock
Mobile Wireless LLC
Phone: 972-516-1365
alan@mobwireless.com

Mobile Wireless LLC. • 1525 Brazos Trl. • Plano, Texas 75075 • Tel. 214-850-9886

Customer: Current license holder	Account:	Hays County		
	Address:	712 S. Stagecoach Trail		
	City, State Zip Code:	San Marcos, Texas 78666		
	Contact Name:	Marva Pearce		
	Email:	marva@co.hays.tx.us		
	Phone Number:	Land: 512-393-2845	Mobile: Click or tap here to enter text.	
	License Group#:	0801857		

Mobility Licenses: Perpetual Licenses to be converted to Subscription Licenses	Product(s)	Mobility		
	No. of Devices	218		
	No of Add'l Servers:	N/A		
	Maintenance Period:	26 September 2020		
	Modules (Yes/No)	Policy: <input checked="" type="checkbox"/>	NAC: <input checked="" type="checkbox"/>	Analytics: <input checked="" type="checkbox"/>

Customer agrees to discontinue use of the Perpetual Based Software and to transition to a Subscription License of NetMotion Complete. NetMotion Complete licenses include Mobility, Diagnostics & Mobile IQ Products with all associated modules & unlimited additional server licenses. Additional NetMotion Complete 33 licenses will be co-terminated with existing licenses for the remaining duration of the term, commencing from (21 April 2020) and ending on (26-Sep-20), (the "Term").

Customer agrees that total Mobility 251 licenses will be renewed on 26 September 2020 at the \$72.00 per year, per license rate for a 1 year and 4-day term expiring on 30 September 2021. Future subscription license orders will be offered at grandfathered rate of \$72.00 per year, per device with no minimum order quantity valid through the contract end date.

All software and licenses will be converted from Perpetual to Subscription thirty (30) days from effective date. By signing this document, Customer agrees to all terms and conditions as outlined in the appropriate End User License Agreement that can be found at:

<https://www.netmotionsoftware.com/legal-and-copyright/>

Customer Signature	Printed Name and Title: Click or tap here to enter text.
	Signature:
	Date: Click or tap to enter a date.

Returned signed form to: customerservice@netmotionsoftware.com

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and Sunfield Municipal Utility District No. 4, a political subdivision of the State of Texas, related to road construction and maintenance within the Sunfield Development.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 21, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

JONES

N/A

SUMMARY

See attached Interlocal Agreement and Exhibits

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HAYS COUNTY AND
SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 4
REGARDING MAINTENANCE OF ROADS WITHIN SUNFIELD**

This Interlocal Cooperation Agreement (this “**Agreement**”) is made and entered as of the ____ day of _____, 2020, by and between Hays County, Texas, a political subdivision of the State of Texas (the “**County**”), and Sunfield Municipal Utility District No. 4, a political subdivision of the State of Texas (“**Sunfield**”). The County and Sunfield are collectively referred to as “the Parties” or “the Parties to this Agreement.”

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, allows local governments to contract with each other to perform functions or services that each party to the contract is authorized to perform individually;

WHEREAS, pursuant to Sections 8202.501 of the Texas Special District Local Laws Code and other applicable statutes, Sunfield may construct, acquire, improve, maintain and operate roadways and improvements in aid of those roadways; and

WHEREAS, the County and Sunfield wish to arrange for the dedication of and their respective maintenance of certain identified roadways within Sunfield Municipal Utility District Nos. 1, 3 and 4;

NOW, THEREFORE, the County and Sunfield mutually agree as follows:

**ARTICLE I
DEDICATION OF ROADWAYS WITHIN SUNFIELD**

1. Dedication of Roadways. As of January 17, 2020, all roadways located within Sunfield Municipal Utility District Nos. 1, 3 and 4 that have not already been dedicated to Hays County, except as modified in Paragraph 3, shall be dedicated to Sunfield, and Sunfield shall have the sole responsibility for maintaining said roadways unless and until the roadways are full-purpose annexed by the City of Buda. Said roadways are identified on Exhibit A hereto, which is attached and incorporated herein. Sunfield agrees to update the list of roadways to be maintained by Sunfield at the County’s reasonable request. The updated list will be provided to the Hays County Transportation Director and the Hays County Attorney. Regardless of which entity has received dedication of roadways under this Section, all roadways shall be dedicated for public access.

2. Maintenance of Roadways by County. Roadways dedicated to Hays County prior to January 17, 2020 shall continue to be maintained by Hays County unless and until the roadways have been full purpose annexed by the City of Buda.

3. Maintenance of Portions of Roadways Previously Dedicated to County. Sunfield shall maintain the portions of the following roadways previously dedicated to Hays County:

Campo del Sol Parkway, Sunfield Parkway, Canyon Maple Drive and Cherrystone Loop as shown on the attached Exhibit A upon the expiration of the existing maintenance bonds on June 17, 2021.

4. Maintenance and Inspection of Roadways by Sunfield. Sunfield shall install stop signs and other traffic control and calming devices required by the County on all roads to be dedicated to Sunfield. The County delegates to Sunfield its authority to inspect the roads dedicated to Sunfield under this Agreement. Sunfield shall use an independent third-party inspector for all inspections related to roadways that will be dedicated to Sunfield. Such third-party inspector shall provide a concurrence letter to the County that the roadway(s) meet or exceed the specifications for roadways set forth in the Exhibit B hereto, which is attached and incorporated herein. If requested by Hays County, third-party inspector shall provide Hays County with additional documentation from its inspection of the roadways, including but not limited to reports, punchlists, and/or correspondence with Sunfield.

5. Fiscal Surety. Roads to be maintained by Hays County shall follow the rules prescribed by Chapter 731 of the Hays County Development Regulations, including those for posting fiscal surety. For any roads to be dedicated to Sunfield, Sunfield shall post Performance Assurance with Hays County equal to the full value of construction costs for that road prior to commencement of construction and not later than five (5) days after a preconstruction meeting between Sunfield and the third-party inspector.

56. Sunfield Approval of Final Plats. All final plats within Sunfield MUD Nos. 1, 3 and 4 shall be submitted to Sunfield for approval, which approval shall be shown on the face of the plat. Nothing herein shall be deemed to waive any requirement of County approval of final plats.

67. Compliance with Ordinances. Nothing herein shall be deemed to waive any requirement that an application comply with any applicable County ordinances and regulations. Nothing herein shall be deemed to grant the County authority to review or approve development applications that are not subject to County review and approval under applicable statutes, ordinances or other rules and regulations.

ARTICLE II GENERAL PROVISIONS

71. Amendment or Modification. Except as otherwise provided herein, the terms and conditions of this Agreement may be modified at any time by the mutual consent of the Parties. Mutual consent will be demonstrated by the approval of each party's governing body or by the signatures of both the Hays County Judge and the President of the Board of Sunfield. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the representative of each party.

82. Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual listed below or if it is delivered or sent by certified mail to the business address as listed below. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party in writing.

County: Ruben Becerra
County Judge, Hays County, Texas
Hays County Courthouse
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

With a copy to: Hays County Transportation Director
2171 Yarrington Road
Kyle, Texas 78640

With a copy to: ~~Hays County Attorney~~ Office of General Counsel
111 E. San Antonio, Suite ~~204~~202
San Marcos, Texas 78666

Sunfield: President of the Board of Directors
Sunfield Municipal Utility District Nos. 1, 3 and 4
6500 River Place Blvd., Bldg 4, Suite 104
Austin, Texas 78740

With a copy to: Timothy G. Green
Coats Rose
9 Greenway Plaza, Suite 1000
Houston, Texas 77046

With a copy to: Melinda L. Koehne
Coats Rose
14755 Preston Road, Suite 600
Dallas, Texas 75254

~~93~~. Counterparts. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

~~104~~. Jurisdiction and Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Hays County, Texas.

~~115~~. Term. The initial term of this Agreement is for five (5) years and shall automatically renew thereafter annually unless either party terminates this Agreement by providing written notice to the non-canceling party at the address listed in Section 7 of this Agreement at least 180 days in advance of the cancellation date. If this Agreement is terminated, any roads dedicated to Sunfield shall remain the responsibility of Sunfield, while roads not yet constructed will fall under the rules then existing for roadways in the Hays County Development Regulations.

~~126~~. General Administration. Administering this Agreement and the contact person for the County shall be the Hays County Transportation Director or his/her representative.

Administering this Agreement and the contact persons and representatives for Sunfield shall be the President of the Board of Directors for Sunfield Municipal Utility District No. 4.

137. Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective parties.

814. No Waiver. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

159. Assignment. This Agreement and all rights and obligations contained herein may not be assigned without the prior written approval of the other party.

1610. Savings. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

1711. Entire Agreement. This Agreement represents the entire and integrated agreement between the County and Sunfield regarding the subject matter of this Agreement, and supersedes all prior negotiations, representations, or agreements, either written or oral.

1812. Effective Date. This Agreement shall be effective on the last date of signature by a party hereto.

The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

[Signature pages follow]

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

THE STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledged before me this _____ day of _____, 2020 by Ruben Becerra in his capacity as County Judge of Hays County, Texas, on behalf of the County.

(SEAL)

Notary Public Signature

**SUNFIELD MUNICIPAL UTILITY
DISTRICT NO. 4**

By: _____
President, Board of Directors

THE STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledged before me this _____ day of _____, 2020 by
_____ in his capacity as President of the Board of Directors of Sunfield
Municipal Utility District No. 4, on behalf of said municipal utility district.

(SEAL)

Notary Public Signature

This document, together with the concepts and details presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Review of and/or reproduction of this document without written authorization and/or reproduction, in whole or in part, is prohibited. Kimley-Horn and Associates, Inc. shall be liable to Kimley-Horn and Associates, Inc. for any and all damages, including reasonable attorneys' fees, caused by the use of this document for any purpose other than that for which it was prepared.

NOTE:
ROAD NAMES FOR SUNFIELD PHASE 3-6 HAVE NOT BEEN APPROVED.

LEGEND:
 HAYS COUNTY MAINTAINED ROADS
 MUD MAINTAINED ROADS

1. Canyon Maple Drive from Sunfield Parkway to Cherrystone Loop and Cherrystone Loop from Canyon Maple Drive to Gamble Drive

2. Southbound traffic lanes from Beachnut Drive to Campo Del Sol Parkway

3. Eastbound traffic lanes from Sunfield Parkway to Flameleaf Drive

SHEET 3	Scale: AS SHOWN	PHASE 3 COUNTY / MUD MAINTAINED ROADS EXHIBIT SUNFIELD, TX	SUNFIELD DEVELOPMENT BUDA, TEXAS 207 FEBRUARY 2020	 2600 VIA FORTUNA TERRACE 1, SUITE 300 AUSTIN, TX 78759 PHONE: 512-426-2245 FAX: 512-418-1791 WWW.KIMLEY-HORN.COM © 2018 KIMLEY-HORN AND ASSOCIATES, INC. TBPE Firm No. 928
	Designed by: BP			
	Drawn by: AD			
	Checked by: BP			
	Date: FEBRUARY 2020			
Project No. 064404005				

SUNFIELD - ROADS TO BE MAINTAINED BY THE MUD

**ALL OF THE ROADWAYS WITHIN THE FUTURE PLATS WILL BE MAINTAINED BY THE MUD DISTRICT.
THE ROADWAY NAMES ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL PLAT APPROVAL.**

PROJECT	TYPE OF PLAT	ACRES	NOTES
PHASE 3, SECTION 5B	FINAL PLAT - PENDING	26.303	
FINAL PLAT			
LISTED ON PAGE 3 OF 3			
CHERRYSTONE LOOP (50' ROW)			CHERRYSTONE LOOP-FROM CANYON MAPLE DR. TO GAMBLE DR. MAINTAINED BY HAYS COUNTY
OLEANDER LOOP (50' ROW)			
GAMBLE DRIVE (50' ROW)			
SHORT LEAF DRIVE (50' ROW)			
CANYON MAPLE DRIVE (50' ROW)			CANYON MAPLE DR.-FROM CHERRYSTONE LOOP TO SUNFIELD PKWY. MAINTAINED BY HAYS COUNTY
PHASE 3, SECTION 5C	FINAL PLAT - PENDING	29.591	
FINAL PLAT			
LISTED ON PAGE 3 OF 3			
SHORT LEAF DRIVE (50' ROW)			
OLEANDER LOOP (50' ROW)			
CHERRYSTONE LOOP (50' ROW)			CHERRYSTONE LOOP-FROM CANYON MAPLE DR. TO GAMBLE DR. MAINTAINED BY HAYS COUNTY
SHELL BARK DRIVE (50' ROW)			
SWITCH BUD DRIVE (50' ROW)			
PHASE 3, SECTION 6A	FINAL PLAT - PENDING	27.517	
FINAL PLAT			
LISTED ON PAGE 3 OF 3			
SABINO DRIVE (50' ROW)			
WILD PECAN LOOP (50' ROW)			
MANZANITA DRIVE (50' ROW)			
GABLE DRIVE (50' ROW)			
PERSA DRIVE (50' ROW)			

PROJECT	TYPE OF PLAT	ACRES	NOTES
PHASE 3, SECTION 6B	FINAL PLAT - PENDING	25.908	
FINAL PLAT			
LISTED ON PAGE 3 OF 3			
SABINO DRIVE (50' ROW)			
WILD PECAN LOOP (50' ROW)			
MANZANITA DRIVE (50' ROW)			
SOLF ELM DRIVE (50' ROW)			
PHASE 4, SECTION 1	FINAL PLAT - PENDING	50.545	
FINAL PLAT			
LISTED ON PAGE 3 OF 4			
SUNFIELD PARKWAY (98' ROW)			FROM BEACHNUT DR. NORTH TO INKBERRY DR. MAINTAINED BY MUD
INKBERRY DRIVE (50' ROW)			
PEPPERBARK LOOP (50' ROW)			
CEDAR SAGE DRIVE (50' ROW)			
NETTLETREE DRIVE (50' ROW)			
LEATHERLEAF DRIVE (50' ROW)			
LONGSTRAW DRIVE (50' ROW)			
MADRONO DRIVE (50' ROW)			
LEMONBALL DRIVE (50' RPW)			
PHASE 4, SECTION 2	FINAL PLAT - PENDING	59.753	
FINAL PLAT			
LISTED ON PAGE 3 OF 4			
CAMPO DEL SOL (110'ROW)			FROM PROMENADE PKWY TO FLAMELEAF DR. FULL WIDTH AND FROM FLAMELEAF DR. TO SUNFIELD PKWY NORTHBOUND ONLY - MAINTAINED BY MUD
PROMENADE PARKWAY (134' ROW)			FROM ELDER DR. TO CAMPO DEL SOL - MAINTAINED BY MUD
DEERWOD DRIVE(50' ROW)			
GRACE LILLY DRIVE (50' ROW)			
SUGARBERRY DRIVE (50' ROW)			
SWEETLEAF DRIVE (50' ROW)			
CEDAR SAGE DRIVE (50' ROW)			
ANASTASIA DRIVE (50' ROW)			
CORALBERRY DRIVE (50' ROW)			
CHERRY SAGE DRIVE (50' ROW)			

PROJECT	TYPE OF PLAT	ACRES	NOTES
PHASE 4, SECTION 3	APPROVED PRELIMINARY PLAT		
PRELIMINARY PLAT			
LISTED ON TWO PAGES FROM PRE PLAT			
CAMP DEL SOL PARKWAY (110' ROW)			
PROMENADE (70' ROW)			
TEXAS SAGE LOOP (50' ROW)			
CROSSVINE DRIVE (50' ROW)			
BAMBOO DRIVE (50' ROW)			
TWISTLELEAF DRIVE (50' DRIVE)			
AGARITA DRIVE (50' DRIVE)			
FLOWERING SENNA DRIVE (50' ROW)			
MAJESTIC SAGE DRIVE (50' ROW)			
BEAUTY BERRY LOOP (50' ROW)			
DESSERT WILLOW DRIVE (50' ROW)			
PHASE 5 PRELIMINARY PLAT	PRELIMINARY PLAT - PENDING		
LISTED ON TWO PAGES FROM PRE PLAT			
MAHOGANY DRIVE (50' ROW)			
DIAMONDLEAF DRIVE (50' ROW)			
DURIAN DRIVE (50' ROW)			
GINGER STREET (50' ROW)			
JASMINE PARKWAY (50' ROW)			
INDIAN TIMER DRIVE (50' ROW)			
SUGAR CANE ROAD (50' ROW)			
IRONWOOD DRIVE (50' ROW)			
CASHEW STREET (50' ROW)			
WATER LILY WAY (50' ROW)			
KOPOK STREET (50' ROW)			
BEGONIA STREET *(50' ROW)			
RUBBER TREE WAY (50' ROW)			
MANGO CIRCLE (50' ROW)			
CAMPO DEL SOL (70' ROW)			
CINCHONA LANE (50' ROW)			
ORANGE ROAD (50' ROW)			
TREE NUT LANE (50' ROW)			
ORCHID LANE (50' ROW)			
CLAVILLIA STREET (50' ROW)			
WATER LILY DRIVE (50' ROW)			
CACAO COURT (50' ROW)			
SAPODILLA DRIVE (50' ROW)			
BANANA TREE WAY (50' ROW)			
COFFEA WAY (50' ROW)			
WILLOW ROAD (50' ROW)			

PROJECT	TYPE OF PLAT	ACRES	NOTES
PAPAYA CIRCLE (50' ROW)			
LIME STREET (50' ROW)			
BROMELIAD DRIVE (50' ROW)			
GUAVA CIRCLE (50' ROW)			
PHASE 6 PRELIMINARY PLAT	IN DESIGN		
NO PLATS GENERATED TODATE			

DRAFT

EXHIBIT B

SPECIFICATIONS FOR

ROADWAY DESIGN, PAVING AND DRAINAGE IMPROVEMENTS SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 4, HAYS COUNTY, TEXAS

DESIGN STANDARDS: Unless specifically noted below, default standards shall be the most current City of Austin (COA) Standard Specifications. Design guidelines shall follow the “American Association of State Highway Transportation Officials”, “U.S. Department of Transportation Highway Utility Guide,” “Manual on Uniform Traffic Control Devices,” or as directed by the Engineer.

All pavement designs shall comply with section 3 of the latest COA Transportation Criteria Manual. Functional Classifications and Required Minimum MFPS Input Values are as follows:

Hays County Classification ADT	Local 101-1,000	Minor Collector 1,001-2,500	Major Collector 2,501-5,000	Minor Arterial 5,001-15,000	Major Arterial >15,000
Corresponding COA Classification ADT	Residential Collector 1,000	Neighborhood Collector 2,000	Primary Collector 3,500	Minor Arterial 6,000	Major Arterial 18,000
Percentage Growth	3.5%	4%	4%	4%	4%
18-Kip Equivalency Factor	0.4	0.53	0.53	0.62	0.84
Initial Serviceability Index	4.20	4.20	4.20	4.20	4.20
Terminal Serviceability Index	1.50	1.50	2.00	2.50	2.50

Whenever a soil investigation indicates that more than 2 feet of expansive subgrade soil with a P.I. of 35 or greater exists beneath the expected base layer, **a combination of two (2) of the measures described in COA Transportation Manual section 3.1.3 in the roadway design shall be incorporated.**

Conflicts found on the plans and or specifications shall be resolved with the Engineer before proceeding with any work.

EROSION AND SEDIMENT CONTROLS: All E&S controls shall be in place before any work begins. A third-party stormwater pollution prevention plan (SWPPP) consultant will coordinate permitting and provide oversight of inspection, implementation, and maintenance that adheres to the TCEQ specifications.

START NOTICE: Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of the work commencing on the project. The notice shall include the development permit number issued under the City of Buda approval. Failure to follow these requirements may result in non-acceptance of the roadway and drainage facilities upon completion.

SAFETY: The Engineer has the Authority to **STOP WORK** at any time due to unsafe work practices.

ITEM 1.00 – EXCAVATION AND SUBGRADE PREPARATION

1.01 DESCRIPTION

The work to be performed under this specification will consist of excavation and grading necessary for the preparation of the road-bed subgrade and roadside drainage ditches, and shall include the removal and satisfactory disposal of all trees, shrubs, brush, roots, rocks and other debris within the right-of-way (ROW) being cleared.

1.02 CONSTRUCTION METHODS

After the site of the work has been properly cleared, excavation and grading shall proceed in conformance with the plans and specifications, and as directed by the Engineer.

When required by the plans and specifications, selected materials from the excavation shall be utilized to improve the road-bed, in which case the work shall be performed in such manner and sequence that suitable materials may be selected, removed separately and deposited in the roadway within the limits and to the required elevations shown on the plans.

If unsuitable subgrade material is encountered, this material shall be excavated to a depth as required by the Engineer and replaced with approved material in compacted lifts no greater than 6" compacted in depth. Care shall be exercised so as not to disturb the natural ground below the compacted subgrade limits except for the construction of structures, or when so ordered by the Engineer.

The finished grades, slopes and edges of the excavation shall be backfilled where necessary, using select materials thoroughly compacted and dressed off uniformly in a neat and workmanlike manner.

The Contractor shall at all times make ample provisions for completely and readily draining the subgrades and excavations.

1.03 EMBANKMENTS / FILLS

Embankments or fills shall be constructed at the locations and to the lines and grades shown on the plans. The underlying subgrade shall be scarified and benched as required in conformance with TxDOT item 132. Materials placed in fills shall be free from all organic matter, trash, frozen materials, and stone having a maximum dimension greater than six inches. Fills shall be formed of excavated materials placed in successive lifts of such widths and lengths as are suited to the final geotechnical report.

The Contractor shall add moisture to, or shall dry by scarification each lift as may be necessary to meet the requirements of the moisture/density specification. The addition of moisture to or drying of each lift shall be accompanied with thorough mixing so as to bring all the material to a uniform moisture content.

Approved material, excavated in preparation of the subgrade, may be utilized in the construction of adjacent shoulders and slopes or otherwise disposed of as directed by the Engineer. Any additional material required for the completion of the shoulders and slopes shall be secured from approved sources.

Compaction shall be accomplished with whatever means necessary to meet the requirements for the project. After compaction, in-place moisture density tests shall be required at intervals no less than 300 feet, at locations representative of the entire roadway. Intermediate points will be tested as directed by the Engineer. The cost of these tests shall be borne by the Developer. Costs associated with any re-testing as required to bring work into compliance with specifications shall be borne by Contractor.

All road subgrade, embankments, and trench backfill shall be compacted to a minimum density of ninety-five percent (95%) of the maximum dry density using TxDOT test method TEX-114-E (**All lifts, including ones that have passed density tests are subject to proof-roll**). Subgrade materials on which vegetation will be established shall be compacted to a minimum of eighty-five percent (85%).

Soil Description- P.I.	Required % Compaction	Moisture
Non-swelling – P.I. <20	95 to 105	-3% to +3%
Swelling – P.I. of 20 to 35	95 to 102	Optimum to +4%
Swelling – P.I. >35	95 to 100	Not less than optimum

1.04 EARTH CUTS

All cut areas shall be scarified to a minimum depth of 6" below grade, and all unsuitable, organic, and oversized (6"+) material removed. Scarification may be waived when a rock ledge is identified and its location noted by the Geotechnical Engineer. The Contractor shall add moisture to, or shall dry by aeration as may be necessary to meet the requirements of the moisture/density specification. Compaction shall be accomplished with whatever means necessary to meet the requirements for the project.

1.05 MAINTENANCE OF THE FINISHED SUBGRADE

The finish subgrade shall be maintained to the proper grade, cross section, density, and moisture requirements by the Contractor until subbase or base material is placed thereon. All such maintenance, including re-compacting necessary as a result of precipitation or excessive drying out, shall be the responsibility of the Contractor. All construction traffic shall be uniformly distributed over the subgrade. The contractor shall check the subgrade for conformity to the lines and grades to within ½ inch by setting "blue tops" at intervals not exceeding 50 feet on the centerline, quarter points, curb lines and at other points indicated on the drawings or as directed by the Engineer. All subgrade and ditches shall have positive drainage prior to placement of flex base.

1.06 LIME STABILIZED SUBGRADE

Lime Stabilized Subgrade materials, equipment, and construction methods shall comply with most current COA specifications. Methods shall be approved by the Engineer. **A maximum of 20 P.I. (Plasticity Index) will be accepted on lime treated subgrade.**

1.07 SUBGRADE TESTING

All subgrade shall be proof-rolled after the roadway has been cut to grade. The Engineer shall monitor proof-rolling operations and shall determine whether remediation of weak areas is required before subgrade treatment. If remediation is required, the Engineer shall provide recommendations for remediation. **A 25-ton pneumatic roller shall be used for proof-rolling**

Density tests shall be performed every 300 linear feet of subgrade. Closer spacing for density testing may be required to verify conformance with project specifications. A minimum of two (2) in-place density tests per street are required. In the event of ponding water on the subgrade after densities are made or other conditions beyond Contractor's control, and if the Engineer deems that the subgrade conditions have been adversely affected, additional proof-rolling of the subgrade will be required.

1.08 INSPECTION

Prior to the installation of the base material, the compacted subgrade shall be inspected by the Engineer and proof-rolled. A maximum of 1" of deflection will be allowed in non-stabilized plastic soils. Contractor shall notify the Engineer at least forty-eight (48) hours prior to the time when the inspection is needed.

ITEM 2.00 – PIPE EMBEDMENT

2.01 MATERIALS

Bedding shall be angular material (manufactured sand, crushed stone or gravel) that is, washed material, hard and insoluble in water, free of mud, clay, silt, vegetation or other debris conforming to COA item 510. **The use of natural sand is not allowed in the ROW.**

2.02 EMBEDMENT

All pipe embedments shall have a min of 6-inches of embedment material below the bottom of the pipe. The initial layer of embedment placed to receive the pipe shall be brought up to a grade higher than that required for the bottom of pipe. The pipe shall be placed and brought to grade by tamping or by removal of the slight excess amount of embedment under the pipe:

Adjustments to grade shall be made by scraping away or filling with embedment material. **Wedging or blocking up the pipe will not be permitted.** Each pipe section of the pipe shall have a uniform bearing on the embedment of the length of pipe, except immediately at the joint. All lines shall have a minimum of 6-inches of granular embedment material on each side of the pipe and not less than 12-inches above the top of pipe. All other bedding materials must be approved by the Engineer and conform to COA item 510. All bedding and trenches must be inspected prior to backfill by the Engineer. **All backfill in the ROW must meet MUD District Revised Hays County subgrade requirements. A minimum of 36" of cover from the top of pipe is required in the ROW.**

ITEM 300 – FLEXIBLE BASE

3.01 DESCRIPTION

This item shall consist of a foundation course for asphaltic concrete or other paving, and shall be composed of crushed

limestone material constructed as herein specified in one or more courses in conformity with the typical sections shown on the plans and to the lines and grades established.

3.02 MATERIALS

The flexible base shall be constructed of crushed limestone material from an approved source. The material shall consist of durable stone particles mixed with an approved binding material, complying with the most current **COA Item 210 or TxDOT Item 247 Specifications**.

Sieve	Percent Retained
1 3/4"	0%
7/8"	10% to 35%
3/8"	30% to 50%
#4	45% to 65%
#40	70% to 85%

The material passing the #40 sieve shall be known as "soil binder" and the plasticity index shall not exceed 10. The base material proposed to be used shall be tested by an approved soils testing laboratory and the results of the test shall be approved by the Engineer prior to use of the material.

3.03 CONSTRUCTION METHODS

The base material shall be placed on the prepared subgrade in uniform courses with the compacted thickness to be no more than 7 inches or less than 3 inches. Material deposited on the subgrade shall be spread and shaped the same day unless otherwise directed by the Engineer the course shall then be sprinkled as required and rolled as directed until a uniform compaction is secured. Through this entire operation, the shape of the base course shall be maintained by blading and the surface, upon completion, shall be smooth and in conformance with the typical sections shown on the plans and to the established lines and grades. All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the affected area, adding suitable material as required, compacting and reshaping. **Each course of base shall be compacted to a minimum density of 100 percent (100%), according to TxDOT Test Method Tex-113-E, with a moisture content of $\pm 2\%$ of optimum.**

3.04 THICKNESS CONTROL

The thickness of the compacted flexible base may vary a maximum of 1/2 inch than specified. Deviations not within this tolerance shall be corrected. Contractor shall check the surface of the lift for conformity of the lines and grades by setting "blue tops" at intervals not exceeding 50 feet on the centerline, at quarter points, at curb lines or at edge of pavement, and at other points that may be indicated on the drawings.

When the thickness of a particular lift of the flex base is in question, Contractor shall check the lift for conformity to the lines and grades by setting "blue tops" at intervals not to exceed 50 feet on the centerline, at quarter points, at curb lines or edge of pavement, and at other points that may be indicated on the drawings, or as directed by the Engineer.

3.05 FLEXIBLE BASE TESTING

After final compaction, an in-place moisture density test shall be required at intervals no less than 1 per 300 LF, at locations representative of the entire road base. A minimum of two (2) in-place moisture density tests are required per street per lift. Intermediate points will be tested if required by the Engineer. The cost of these tests shall be borne by the Developer. Costs associated with any re-testing as required to bring work into compliance with specifications shall be borne by Contractor.

3.06 INSPECTION

Prior to the placement of the paving materials, the compacted base material shall be inspected for uniformity and loose segregated material. It may be proof-rolled at the discretion of the Engineer. Contractor shall notify the Engineer at least forty-eight (48) hours prior to the time when the inspection is needed.

ITEM 4.00 – PRIME COAT

4.01 DESCRIPTION

This item shall govern the application of asphaltic material on the completed base course and/or other approved areas in accordance with the Drawings, these specifications or as directed by the Engineer.

4.02 MATERIALS

The asphalt material for Prime Coat shall meet the requirements of Cutback Asphalt, MC-30, Emulsion, SS-1, Emulsion CSS-1 or AE-P, Standard Specification Item No. 301S, "Asphalts, Oils and Emulsions."

4.03 CONSTRUCTION METHODS

When, in the opinion of the Engineer, the base course or other surface is ready to receive the prime coat, the surface shall be lightly sprinkled with water just prior to application of the asphaltic material unless this requirement is waived by the Engineer. Contractor shall submit a list of prime material(s) recommended for application on the work to the Engineer for approval. When emulsions are approved, a dispersal agent shall be added to the water before application.

The asphaltic material shall be applied on the clean surface by an approved type of self-propelled pressure distributor operated so as to distribute the prime coat at a rate ranging from 0.1 to 0.3 gallons per square yard (0.45 to 1.36 liters per square meter) of surface area. The material shall be evenly and smoothly distributed under pressure sufficient to assure proper distribution. During the application of prime coat, care shall be taken to prevent overspray of adjacent pavement, curb and gutters or structures. Contractor shall be responsible for cleaning all areas contaminated by overspray.

Prime Coat may be applied when the surface temperature is 60°F or higher, and the air temperature is 50°F and rising. Measure the air temperature in the shade and away from artificial heat. Asphaltic material shall not be placed when general weather conditions, in the opinion of the Geotechnical Engineer, are not suitable. **The application of prime coat shall be prohibited when the forecast for precipitation is equal to or greater than 50% within 24 hours of the time of proposed application.** Contractor shall apply the asphaltic material at a temperature within 15°F of the specified temperature, but not exceed the maximum allowable in most current TxDOT item 300 specifications.

Contractor shall provide all necessary equipment for determining the temperature of the asphaltic material, the rate at which it is applied, and for determining uniformity between two (2) distributor loads.

The distributor shall have been calibrated within three (3) years from the date it is first used on this project. The Engineer shall be furnished an accurate and satisfactory record of such calibration upon request. After beginning the work, if the yield on the asphaltic material applied appears in error, the distributor shall be calibrated in a manner satisfactory to the Engineer before proceeding with the work.

Contractor shall be responsible for the maintenance of the surface until the work is accepted by the Engineer. No traffic, hauling or placement of any subsequent courses shall be permitted over the freshly applied prime coat for a minimum of 24 hours or until the prime coat is accepted as dry and cured completely by the Engineer.

All storage tanks, piping, retorts, booster tanks and distributors used in storing or handling asphaltic materials shall be kept clean and in good operating condition at all times and they shall be operated in such manner that there will be no contamination of the asphaltic material with foreign material. It shall be the responsibility of Contractor to provide and maintain in good working order a recording thermometer at the material storage facility at all times.

In the event of rain prior to the placement of HMAC, the primed base shall be inspected and approved before proceeding with the next course.

ITEM 5.00 – TWO COURSE SURFACE TREATMENT

5.01 DESCRIPTION

This item shall consist of a wearing surface composed of two applications of asphaltic material, each covered with aggregate constructed on the prepared base course as herein specified and in accordance with the details shown on the plans. All specifications in this item shall be in conformance with **COA Item 320S**.

A two-course surface treatment may be applied when the surface temperature is 60°F or higher, and the air temperature is 50°F and rising. Measure the air temperature in the shade and away from artificial heat.

When latex modified asphalt cement is specified, the two-course surface treatment shall be applied when the air and surface temperature is above 70°F. Air temperature shall be taken in the shade and away from artificial heat. Asphaltic material shall not be placed when general weather conditions, in the opinion of the Engineer, are not suitable.

5.02 MATERIALS

Contractor shall furnish materials to meet the requirements specified herein and shall be solely responsible for the quality and consistency of the product delivered to the Project.

- A. **Asphaltic Materials:** The asphaltic materials used shall conform to COA Item No. 301S, "Asphalts, Oils and Emulsions" as follows: 1. Air Temperature 65 to 80°F, HFRS-2; 2. Air Temperature over 81°F, RS-2
- B. **Aggregate:** The aggregate materials shall conform to COA Item No. 302S, "Aggregate for Surface Treatments" as follows: 1. First Course Grade 3, 2. Second Course Grade 4

CLASS B:TYPE B Grade 3	
Sieve	Percent (%) Retained
3/4"	0%
5/8"	0-2%
1/2"	85-100%
3/8"	85-100%
1/4"	95-100%
#10	99-100%
Application Rate - Min 1 CY covers 80 SY, (1:80), max 1 CY covers 100 SY, (1:100).	

CLASS B:TYPE B Grade 4	
Sieve	Percent (%) Retained
5/8"	0
1/2"	0-2
3/8"	20-35
#4	95-100
#10	99-100
Application Rate-Min. 1 CY covers 90 SY, (1:90); max 1 CY covers 110 SY, (1:110).	

5.03 CONSTRUCTION METHODS

The area to be treated shall be cleaned of dirt, dust, or other deleterious matter by sweeping or other approved methods. Asphaltic material of the type and grade shown on the plans for the first course shall be applied on the clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. Contractor shall provide all necessary facilities for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which it is applied, and for securing uniformity at the junction of two distributor loads. The distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. After beginning work, should the yield of the asphalt material appear to be in error, the distributor shall be recalibrated in a manner satisfactory to the Engineer before proceeding.

Asphaltic material for each course may be applied for the full width of the surface treatment in one application, unless the width exceeds twenty-six feet (26'). No traffic or hauling will be permitted over the freshly applied asphaltic material until immediate covering is assured.

Aggregate, of the type and grade shown on the plans for the first course, shall be immediately and uniformly applied and spread by an approved self-propelled continuous feed aggregate spreader, unless otherwise shown on the plans or authorized by the Engineer in writing. The aggregate shall be applied at the approximate rates indicated on the plans. Contractor shall

be responsible for the maintenance of the surface of the first course until the second course is applied.

The entire surface shall be broomed, bladed or raked as required by the Engineer and shall be thoroughly rolled with power rollers, self-propelled type, weighing not less than 6 tons not more than 12 tons. All wheels shall be flat. Rollers shall be maintained in good repair and operating condition.

In lieu of the rolling equipment specified, Contractor may, upon written permission from the Engineer, operate other compacting equipment that will produce equivalent relative compaction in the same period of time as the specified equipment. If the substituted compaction equipment fails to produce the desired compaction within the same period as would be expected of the specified equipment, as determined by the Engineer, its use shall be discontinued.

The second course shall consist of asphaltic material and aggregate of the type and grade indicated on the plans for the second course. The asphaltic material and aggregate for this second course shall be applied and covered in the manner specified for the first application. The surface shall then be broomed, bladed or raked and thoroughly rolled as specified for the first course. Asphaltic materials and aggregates for both courses shall be applied at the approximate rates indicated on the plans

Contractor shall be responsible for the maintenance of the surface until the work is accepted by the Engineer. Contractor shall be responsible for the proper preparation of all stockpile area before aggregates are placed thereon, including leveling and cleaning of debris necessary for the protection of the aggregate to prevent any contamination thereof.

All storage tanks, piping, retorts, booster tanks and distributors used in storing or handling asphaltic materials shall be kept clean and in good operating condition at all times and they shall be operated in such manner that there will be no contamination of the asphaltic material with foreign material. It shall be the responsibility of Contractor to provide and maintain in good working order a recording thermometer at the material storage facility at all times.

ITEM 6.00 – HOT MIX ASPHALTIC CONCRETE PAVEMENT (HMACP)

6.01 DESCRIPTION

This item shall govern base, level up, and pavement surface courses composed of a compacted mixture of aggregate and asphaltic cement mixed hot in a mixing plant. The hot mix asphaltic concrete pavement (HMACP) shall be constructed on a previously completed and approved subgrade, subbase material, base material, concrete slab or existing pavement.

6.02 MATERIALS

Contractor shall furnish materials to meet the requirements specified herein and shall be solely responsible for the quality and consistency of the product delivered to the Project.

- A. **Aggregate:** The aggregate shall be composed of coarse aggregate, a fine aggregate and, if required or allowed, mineral filler and reclaimed asphalt pavement (RAP). RAP use will be allowed in all base course mixtures except as specifically excluded herein, in the Contract Documents or on the Drawings, provided no more than 20% RAP is used. **RAP use will not be permitted in pavement surface courses.** Aggregates shall meet the quality requirements of **Table 6-1** and the COA item 340s.
- B. **Asphaltic Material:** Asphalt cement for the paving mixture shall conform to the requirements of COA Item 301S, "Asphalts, Oils and Emulsions", for AC-20 or PG64-22, Styrene (SBS) Modified Asphalt Cement, AC-SBS Blend AC-45P or PG76-22S, unless otherwise indicated in the Project Documents. Tack Coat shall conform to COA 307S, "Tack Coat."
- C. **Additives:** Additives to facilitate mixing and/or improve the quality of the asphaltic mixture or tack coat may be used with the authorization of the Engineer. Contractor may choose to use either lime or a liquid anti-stripping agent to reduce moisture susceptibility of the aggregate.

6.03 PAVING MIXTURES

An asphalt mixture design is developed by a laboratory process, which includes the determination of the quality and quantity of the asphalt cement and the individual aggregates, and the testing of the combined mixture (Laboratory Design). The Laboratory Design is subsequently revised to produce an appropriate job mix formula. The job mix formula (JMF) lists the quantity of each component to be used in the mix after the laboratory design has been adjusted by running it through a particular plant (i.e. the mix design is Plant Corrected). **The JMF will be the standard to which the Acceptance Plan will be applied.** The JMF of one drum or batching unit shall not be used for another unit. Contractor shall submit to the Engineer on forms provided by the Engineer, an asphalt mixture design reviewed, signed and sealed by a Registered Professional Engineer licensed in the State of Texas or certified by a TxDOT Level II Certified Asphalt Technician. Mix designs older than

one year will not be accepted without a review of current test data of the proposed materials and current mix design to ensure that the materials meet specification requirements. The JMF (Plant Corrected) shall be submitted to the Engineer for review, for each individual Project, a minimum of three (3) working days before the mixture is to be placed. Under no circumstances will a mixture be placed before its use is reviewed and approved by the Engineer. Performance of the mix design shall remain the responsibility of Contractor.

- A. **Mixture Design:** The mix shall be an approved TxDOT design and comply with Construction Bulletin C- 14 and Test Method Tex-204-F and the requirements herein. The master grading limits of the appropriate type and the JMF will be plotted on a graduated chart with sieve sizes raised to the 0.45 power and will be submitted to the Engineer with the asphalt mixture design. The Bulk Specific Gravity of aggregates in RAP will be determined on extracted aggregates.
- B. **Types:** The blend of coarse aggregate, fine aggregate, and mineral filler, if allowed, that is established by TxDOT Test Method Tex-200-F, Dry Sieve Analysis, shall conform to the master gradation shown in **Table 6-1** for the type of specified mixture. The voids in the mineral aggregate (VMA) will be determined as a mixture design requirement only, in accordance with TxDOT Test Method Tex-207-F, and shall not be less than the value indicated in **Table 6-1**.

Table 6-1: Master Grading - Percent Passing by Weight (Mass) or Volume

Sieve Size US (SI)	Type C Coarse Surface	Type D Fine Surface
7/8" (22 mm)	100	
5/8" (15.5 mm)	95-100	
1/2" (12.5 mm)		100
3/8" (9.5 mm)	70-85	85-100
No. 4 (4.75 mm)	43-63	50-70
No. 10 (2.00 mm)	30-40	32-42
No. 40 (425 mm)	10-25	11-26
No. 80 (187.5 mm)	3-13	4-14
No. 200 (75 mm)	1-6	1-6
VMA % minimum	13	14
Rec. Min. Lift	2" (50 mm)	1-1/2" (37.5 mm)

- C. **Tolerances:** Fluctuations in the aggregate gradation and asphalt content of the Job Mix Formula (JMF) shall not vary by more than the following criteria but the aggregate gradation shall be limited to the range of the master gradation as established by TEX-210-F.

SIEVES	Percent By Weight (Mass)
2" (50 mm) Sieve through No. 10 (2.00 mm) Sieve	5.0
No. 40 (425 µm) through No. 200 (75 µm) Sieve Asphalt Content	3.0
	0.5

- D. **Stability and Density:** The mixture shall be designed at or near optimum density, as indicated on the Drawings, to conform to the following percent of Maximum theoretical Density as measured by TxDOT Test Method TEX-227-F and Stability conforming to TxDOT Test Method TEX-208-F. The laboratory mixture shall be molded in accordance with TxDOT Test Method TEX-206-F and the Bulk Specific Gravity determined in accordance with TxDOT Test Method TEX-207-F.

Surface Courses	Optimum Laboratory Density	Laboratory Density		Stability
		Min	Max	
Lanes/Local Streets	96%	94.5%	97.5%	35 min
Collectors/Arterials	96%	94.5%	97.5%	40-60 min

6.04 EQUIPMENT

The trucks that deliver the hot mix asphalt concrete material to the project shall be of sufficient number to insure a continuous paving operation. All equipment used for the production, placement and compaction of the mixture shall be maintained in good repair and operating conditions to the satisfaction of the Engineer or designated representative and comply with the COA item 340S.5. All equipment shall be made available for inspection. If the Engineer expresses concern about the condition of any equipment, it shall not be used until it is repaired to the satisfaction of the Engineer.

6.05 MIXTURE TEMPERATURE

Contractor shall select a target temperature for discharge of the HMA mixture from the mixer between 250°F and 350°F that is suitable to weather and Project conditions. The target temperature shall be reported to the Engineer daily. The HMA mixture temperature shall not vary by more than 25°F from the target temperature for discharge from the mixer. **HMA mixtures that are discharged from the mixer at a temperature exceeding 350°F or a temperature more than 50°F below the target temperature shall not be accepted and shall not be placed on the Project.**

6.06 CONSTRUCTION METHODS

Contractor shall be responsible for the production, transportation, placement and compaction of the specified HMA paving mixture to the requirements of this specification. Contractor shall also be responsible for providing a safe environment for inspection personnel to inspect the equipment and to acquire samples.

Surfaces to be paved shall be finished, primed, cured, broomed and tacked, as appropriate, to the satisfaction of the Engineer. If the surface on which the first course of the paving mixture is to be placed is a flexible base course, and a cut-back asphalt is to be used as a prime coat, the flexible base shall have been primed and cured a minimum of 24 hours before the paving mixture may be placed. The 24-hour restriction will not apply to a flexible base that has been primed with material other than a cutback. **However, the surface on which the tack coat and/or paving mixture are to be placed shall be in a dry condition.**

Equipment shall be inspected prior to use and, if found to be defective or in an operating condition that could potentially affect the quality of the finished pavement, as determined by the Engineer, its use shall not be allowed. Leakage of fuels, oils, grease, hydraulic or brake fluids or other contaminants onto the prepared surface or newly-laid HMA layer will not be allowed and may require replacement of the affected pavement area. Any material delivered to the Project that by visual inspection can reasonably be expected not to meet specification requirements (i.e. segregated or burned material, deficient or excess asphalt, low mixing temperature, visible contaminants, etc.), as determined by the Engineer, shall not be used or left in place.

Place mixture when the roadway surface temperature is at or above 60°F unless otherwise approved. Measure the roadway surface temperature with a hand-held thermal camera or infrared thermometer. The Engineer may allow mixture placement to begin before the roadway surface reaches the required temperature if conditions are such that the roadway surface will reach the required temperature within 2 hours of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. **The Engineer may restrict Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hours of paving.**

Unless indicated otherwise on the Drawings, dumping of the HMA material in a windrow and then placing the HMA mixture in the finishing machine with windrow pick-up equipment will be permitted provided the temperature of the HMA mixture does not drop more than 50°F below the target temperature before being placed by the finishing machine. **Under no circumstances will the HMA material be permitted to be dumped on or near the job site and then reloaded for hauling to the site of placement.** Exceptions may be allowed if approved by the Engineer.

Construction joints of successive courses of HMA material shall be offset at least 6 inches. Longitudinal joints in the layer shall be placed to coincide with lane lines as directed by the Engineer. Transverse joints shall be offset a minimum of 5 feet.

The completed surface, when tested with a ten (10) foot straight-edge laid parallel to the centerline of the roadway, shall have a maximum ordinate measured from the face of the straight-edge not to exceed one-eighth (1/8) inch at any point. Approved templates shall be furnished by Contractor for checking subgrade and finished sections. The templates shall be of such strength and rigidity that if the support is transferred to the center there will not be a deflection of more than one-eighth inch (1/8").

6.07 COMPACTION

The pavement layers/lifts shall be compacted thoroughly and uniformly to obtain the compaction and cross section meeting the requirements indicated on the Drawings and this specification item.

Regardless of the method used for compaction, all rolling to achieve specified density shall cease before the temperature of the HMA mixture drops below 175°F.

Rolling with a pneumatic tire roller shall be used to seal the surface. Rolling with a tandem or other steel-wheel roller shall be provided if required to iron out any roller marks. Surface sealing and removal of roller marks may be accomplished at HMA

temperatures below 175°F.

6.08 TESTING

The Developer, at his expense, shall employ a commercial testing laboratory approved by the Engineer to conduct the required material testing.

The HMA mixture shall be tested daily at the Project site for conformance to specification requirements. The Engineer shall utilize a random selection method to determine sample locations based on Contractor's anticipated production. Each day's anticipated production shall be divided into three (3) essentially equal single-pass, sub-area lots. Each day's sample locations shall be equally distributed over the three (3) sub-areas. If, due to the weather or plant malfunctions, Contractor's daily-anticipated production is not attained, the random locations will not be recalculated. Also, no more than one location of the three (3) sub-areas shall be located in an irregular shaped area such as a cul-de-sac.

Unless directed otherwise by the Engineer, a minimum of three bag samples and three correlating 4-inch cores will be obtained from each day's production. Bag samples shall be taken during lay-down operations. The primary sampling point for the bag samples shall be from the windrow if a windrow elevator is used. If a windrow elevator is not used, the sample shall be taken from the middle of the paving machine hopper. This sampling location will require a stoppage in the paving operation in order for the Inspector to safely secure a sample from the hopper.

One core shall be taken for every 2,000 single-pass square yards with a minimum of three (3) cores for all projects. One core shall be taken at the same station and pass sampled for each of the bag samples. Core sites shall be patched with an approved polymer modified cold mix, if HMAC is not available. For total areas of less than 500 square yards (420 square meters), a total of only two bag samples and two correlating cores will be obtained. If Contractor desires additional testing, it shall be at its own entire expense.

The Engineer may alter, increase or waive the testing schedule to ensure material and workmanship compliance with specification requirements. Acceptability of the completed pavement shall be based on the average of test results for the Project. Gradation, asphalt content and stability value of the HMA mixture shall be reported for each of the bag samples. The stability value reported for each of the bag samples shall be the average of three (3) tests per bag.

Pavement thickness and density shall be determined from 4-inch field cores. For each day's placement, density of cores for which no corresponding bag samples were taken shall be determined by using the average Maximum Theoretical Density of the day's three (3) bag samples. An HMAC thickness of 1.5" shall be the minimum at any and all locations, rather than an average.

When, in the opinion of the Engineer, test results appear unrepresentative, additional testing may be authorized. The retesting will be at the expense of the Developer and the results of the retesting shall be averaged with the results of the original testing. If the results of retesting indicate that the original test results were erroneous, the original test results will be discarded.

6.09 ASPHALT CONTENT ACCEPTANCE SCHEDULE

% Deviation from the JMF	All Roadways
$\leq \pm 0.3$	Acceptance
± 0.31 to ± 0.50	+2 year Warranty
$> \pm 0.50$	1" Overlay

6.10 DENSITY ACCEPTANCE SCHEDULE

Average Percent Density	All Roadways
> 96	1" Overlay
91 to 96	Acceptance
< 91	1" Overlay

6.11 THICKNESS ACCEPTANCE SCHEDULE

Variance Percent of Thickness	2" thickness or Greater
0 – 10	Acceptance
10.1 - 16	+2 year Warranty
>16	1" Overlay

Note:A 1" Overlay shall be required if HMAc is deficient in more than one category.

ITEM 7.00 – REINFORCING STEEL

7.01 DESCRIPTION

This item shall consist of the furnishing and placing of reinforcing steel, deformed and smooth, of the size and quantity indicated and in accordance with COA item 406S.

7.02 CHAIRS AND SUPPORTS

Chairs and Supports shall be steel, precast mortar or concrete blocks cast in molds meeting the approval of the Engineer of sufficient strength to position the reinforcement as indicated when supporting the dead load of the reinforcement, the weight of the workers placing concrete and the weight of the concrete bearing on the steel. Chairs shall be plastic coated when indicated.

Chair Types and Applicable Uses	
Structural or Architectural Elements (columns, beams, walls, slabs) exposed to weather, not subjected to sand blasting, water blasting or grinding.	Galvanized steel or steel chairs with plastic coated feet.
Structural or Architectural Elements exposed to weather and subject to sand blasting, water blasting or grinding.	Stainless steel chairs.
Structural or Architectural Elements not exposed to weather or corrosive conditions.	Uncoated steel chairs

7.03 SPLICES

Splicing of bars, except when indicated on the drawings or specified herein, will not be permitted without written approval of the Engineer. No substitution of bars will be allowed without the approval of the Engineer. Any splicing of substituted bars shall conform to the requirements in the Table below. Splices not indicated on the drawings will be permitted in slabs not more than 15 inches in thickness, columns, walls and parapets. Splices will not be permitted in bars 30 feet or less in plan length unless otherwise approved. For bars exceeding 30 feet in plan length, the distance center to center of splices shall not be less than 30 feet minus 1 splice length, with no more than 1 individual bar length less than 10 feet. Splices not indicated on the drawings, but permitted hereby, shall conform to the **Table 7-1** below. The specified concrete cover shall be maintained at such splices and the bars placed in contact and securely tied together.

Table 7-1: Minimum Lap Length Requirements

Bar Number	Uncoated	Coated
3	1 foot 4 inches	2 foot 0 inches
4	1 foot 9 inches	2 foot 8 inches
5	2 foot 2 inches	3 feet 3 inches
6	2 foot 7 inches	3 feet 11 inches
7	3 feet 5 inches	5 feet 2 inches

Bar Number	Uncoated	Coated
8	4 feet 6 inches	6 feet 9 inches
9	5 feet 8 inches	8 feet 6 inches
10	7 feet 3 inches	10 feet 11 inches
11	8 feet 11 inches	13 feet 5 inches

Spiral steel shall be lapped a minimum of 1 turn. Bar No. 14 and No. 18 may not be lapped. Welded wire fabric shall be spliced using a lap length that includes an overlap of at least 2 cross wires plus 2 inches on each sheet or roll. Splices using bars that develop equivalent strength and are lapped in accordance with the table above are permitted. Welding of reinforcing bars may be used only where indicated on the drawings or as permitted herein. All welding operations, processes, equipment, materials, quality of work and inspection shall conform to the requirements indicated on the drawings. All splices shall be of such dimension and character as to develop the full strength of the bar being spliced. End preparation for butt-welding reinforcing bars shall be done in the field, except Bar No. 6 and larger shall be done in the shop. Delivered bars shall be of sufficient length to permit this practice.

For box culvert extensions with less than 1 foot of fill, the existing longitudinal bars shall have a lap with the new bars as shown in the table above. For box culvert extensions with more than 1 foot of fill, a minimum lap of 12 inches will be required. Unless otherwise indicated on the drawings, dowel bars transferring tensile stresses shall have a minimum embedment equal to the minimum lap requirements shown in the table above. Shear transfer dowels shall have a minimum embedment of 12 inches.

7.04 PLACEMENT

All reinforcing steel shall be tied at all intersections, except that where spacing is less than 1 foot in each direction, alternate intersections only need be tied. For reinforcing steel cages for other structural members, the steel shall be tied at enough intersections to provide a rigid cage of steel. Mats of wire fabric shall overlap each other 1 full space as a minimum to maintain a uniform strength and shall be tied at the ends and edges.

Where prefabricated deformed wire mats are specified or if Contractor requests, welded wire fabric may be substituted for a comparable area of steel reinforcing bar plan, subject to the approval of the Engineer.

A suitable tie wire shall be provided in each block, to be used for anchoring to the steel. Except in unusual cases and when specifically authorized by the Engineer, the size of the surface to be placed adjacent to the forms shall not exceed 2 1/2 inches square or the equivalent thereof in cases where circular or rectangular areas are provided. Blocks shall be cast accurately to the thickness required and the surface to be placed adjacent to the forms shall be a true plane, free of surface imperfections.

Reinforcement shall be supported and tied in such a manner that a sufficiently rigid cage of steel is provided. If the cage is not adequately supported to resist settlement or floating upward of the steel, overturning of truss bars or movement in any direction during concrete placement, permission to continue concrete placement will be withheld until corrective measures are taken. Sufficient measurements shall be made during concrete placement to insure compliance with the above.

No concrete shall be deposited until the Engineer has reviewed the placement of the reinforcing steel and all mortar, mud, dirt, etc., shall be cleaned from the reinforcement, forms, workers' boots and tools. Reinforcement shall be placed as near as possible in the position indicated. Unless otherwise indicated, dimensions shown for reinforcement are to the centers of the bars. In the plane of the steel parallel to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/12 of the spacing between bars. In the plane of the steel perpendicular to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/4 inch. Cover of concrete to the nearest surface of steel shall be as follows:

Table 7-2: Minimum Cover

Type, Location, or Exposure level	Min Cover
(a) Concrete cast against and permanently exposed to earth	3"
(b) Concrete exposed to earth or weather:	
Bar No. 6 through 18 bars	2"
Bar No. 5, W31 or D31 wire and smaller	1.5"
(c) Concrete not exposed to weather or in contact with ground:	
Slabs, walls, joists:	

Type, Location, or Exposure level	Min Cover
Bar No. 14 and 18	1.5"
Bar No. 11 and smaller	1"
Beams, columns:	
Primary reinforcement, ties, stirrups, spirals	1.5"
Shells, folded plate members:	
Bar No. 6 and larger	1"
Bar No. 5, W31 or D31 wire, and smaller	1"

ITEM 8.00 – CONCRETE FOR STRUCTURES

8.01 DESCRIPTION

This item shall govern quality, storage, handling, proportioning and mixing of materials for Portland cement concrete construction of bridges, culverts, slabs, pre-stressed concrete and incidental appurtenances.

8.02 MATERIALS

Concrete shall be composed of Portland cement or Portland cement and fly ash, water, aggregates (fine and coarse), and admixtures proportioned and mixed as hereinafter provided to achieve specified results.

- A. **Cementitious Materials:** Portland cement shall conform to ASTM C 150 and COA item 403S, Type I (General Purpose), Type II (General Purpose with Moderate Sulfate Resistance) and Type III (High Early Strength). Type I shall be used when none is specified or indicated on the drawings. Type I and Type III cements shall not be used when Type II cement is specified or indicated on the drawings. Type III cement may be used in lieu of a Type I cement, when the anticipated air temperature for the succeeding 12 hours will not exceed 60°F. All cement shall be of the same type and from the same source for a monolithic placement.
- B. **Mixing Water:** Water for use in concrete and for curing shall be potable water free of oils, acids, organic matter or other deleterious substances and shall not contain more than 1,000 parts per million of chlorides as Cl or sulfates as SO₄.
- C. **Mortar and Grout:** Unless otherwise specified, indicated on the drawings or approved by the Engineer or designated representative mortar and grout shall consist of 1-part cement, 2 parts finely graded sand and enough water to make the mixture plastic. When required to prevent color difference, white cement shall be added to produce color required. When required by the Engineer, an approved latex adhesive may be added to the mortar.
- D. **Admixtures:** All chemical admixtures including water reducing, plasticizers and air entrainment shall conform to TxDOT DMS-4640, "Chemical Admixtures for Concrete". Calcium chloride-based admixtures shall not be approved. Admixtures shall be included in the prequalified concrete admixtures list maintained by TxDOT's Construction Division. High-range water-reducing admixtures (TxDOT Type F or G) and accelerating admixtures (TxDOT Type C or E) shall not be used in bridge deck concrete.
- E. **Air Entrainment:** Unless indicated otherwise on the drawings, all concrete classes with the exception of Class B shall be air entrained in accordance with **Table 8-2**. If the air content is more than 1.5 percentage points below or 3 percentage points above the required air, the load of concrete will be rejected. If the air content is more than 1.5 but less than 3 percentage points above the required air, the concrete may be accepted based on strength test results.

8.03 MIX DESIGN

Contractor shall furnish a mix design acceptable to the Engineer for the class of concrete specified. The mix shall be designed by a qualified commercial laboratory and signed/sealed by a registered Professional Engineer, licensed in the state of Texas to conform with requirements contained herein, to ACI 211.1 or TxDOT Bulletin C-11 (and supplements thereto). Contractor shall perform, at his own expense, the work required to substantiate the design, including testing of strength specimens. Complete concrete design data shall be submitted to the Engineer for approval. The mix design will be valid for a period of

one (1) year provided that there are no changes to the component materials.

At the end of one (1) year, a previously approved mix may be resubmitted for approval if it can be shown that no substantial change in the component materials has occurred. The resubmittal analysis must be reviewed, signed and sealed by a registered Professional Engineer, licensed in the state of Texas.

This resubmittal shall include a reanalysis of specific gravity, absorption, fineness modulus, sand equivalent, soundness, wear, and unit weights of the aggregates. Provided that the fineness modulus did not deviate by more than 0.20 or that the re-proportioned total mixing water, aggregate and cement (or cement plus fly ash) are within 1, 2, and 3 percent, respectively, of pre-approved quantities, a one-year extension on the approval of the mix may be granted by the Engineer. Updated cement, fly ash, and admixture certifications shall accompany the resubmittal.

8.04 CONSISTENCY AND QUALITY OF CONCRETE

Concrete shall be workable, cohesive, possess satisfactory finishing qualities and of stiffest consistency that can be placed and vibrated into a homogeneous mass within slump requirements specified in **Table 8-3**. No concrete will be permitted with a slump in excess of the maximums shown unless water-reducing admixtures have been previously approved. Slump values shall be conducted in accordance with TXDOT Test Method TEX-415-A.

Consistency and quality of concrete should allow efficient placement and completion of finishing operations before initial set. Re-tempering (i.e. addition of water and reworking concrete after initial set) shall not be allowed. When field conditions are such that additional moisture is needed for final concrete surface finishing operation, the required water shall be applied to surface by fog spray only and shall be held to a minimum. Excessive bleeding shall be avoided and in no case will it be permissible to expedite finishing and drying by the application of cement powder to the surface.

During progress of the work, the Engineer is required to cast test cylinders and/or beams as a check on compressive and/or flexural strength of concrete actually placed. The Engineer is required to perform slump tests, entrained air tests and temperature checks to ensure compliance with specifications. The cost shall be borne by the Developer. Costs associated with any re-testing as required to bring work into compliance with specifications shall be borne by Contractor.

Unless otherwise specified or indicated on the drawings, concrete mix temperature shall not exceed 90°F except in mixes with high range water reducers where a maximum mix temperature of 100°F will be allowed. Cooling an otherwise acceptable mix by addition of water or ice during agitation will not be allowed. Ice may be used during hot weather concrete placement to lower the concrete temperature; however, Contractor shall furnish a mix design acceptable to the Engineer for class of concrete specified. **The addition of ice shall not exceed 50% of the total mix water weight.**

Test cylinders may be required for small placements such as wing walls and head walls. The Engineer may vary the number of tests to a minimum of 1 for each 25 cubic yards placed over a several day period. Slump tests will be performed in accordance with TxDOT Test Method Tex-415-A. Entrained air tests will be performed in accordance with TxDOT Test Method Tex-416-A. Test specimens shall be cured using the same methods and under the same conditions as the concrete represented. Design strength beams and cylinders shall be cured conforming to TXDOT Bulletin C-11 (and supplements thereto). When control of concrete quality is by 28-day compressive tests, job control testing will be by 7-day compressive strength tests. The minimum strength requirement for seven (7) day test will be 70 percent of the specified minimum 28-day compressive strength. If the required 7-day strength is not secured with the quantity of cement specified in **Table 8-1**, changes in the mix design shall be made and resubmitted for approval. For an occasional failure of the seven-day compressive test, the concrete may be tested at 28 days for final evaluation.

Table 8-1: Classes of Concrete

Class	Cement	Minimum Strength (psi)		Maximum	Course Agg	Entrained Air
	Sacks/CY	7 days	28 days	W/C Ratio	Grade 2,3,4	
A	5.0	2100	3000	0.6	1,2,3,4,8	Yes
B	4.0	1400	2000	0.6	2,3,4,5,6,7	No
C5	6.0	2520	3600	0.45	1,2,3,4,5,6	Yes
D	4.5	1750	2500	0.6	2,3,4,5,6,7	No
H5	6.0	As Indicated	As Indicated	0.45	3,4,5,6	Yes
I	5.5	2450	3500	0.45	2,3,4,5	Yes
J	2.0	560	800	N/A	2,3,4,5	No
S5	6.0	2800	4000	0.45	2,3,4,5	Yes

Notes:

1. Maximum water-cement or water-cementitious ratio by weight.
2. Unless otherwise allowed, Grade 1 coarse aggregate shall only be used in massive foundations with 4-in minimum clear spacing between reinforcing steel bars.
3. Grade 1 coarse aggregate grading shall not be used in drilled shafts.
4. Unless otherwise allowed, Grade 8 coarse aggregate shall be used in extruded curbs.
5. Structural concrete classes.
6. When Type II cement is used in Class C, S or A concrete, the 7-day compressive strength requirement will be 2310 psi for Class C, 2570 psi for Class S and 1925 psi for Class A minimum.

Table 8-2: Air Entrainment*

Nominal Maximum Aggregate Size In (mm)	% Air Entrainment	
	Moderate Exposure	Severe Exposure
3/8 (9.5) Grades 7&8	6	7.5
1/2 (12.5) Grade 6	5.5	7
3/4 (19) Grade 5	5	6
1 (25) Grade 4	4.5	6
1-1/2(37.5) Grade 3	4.5	5.5
2 (50) Grade 2	4	5

* For specified concrete strengths above 5,000 psi a reduction of 1 percentage point is allowed.

Table 8-3: Slump Requirements

Type of Construction	Slump in inches	
	Maximum	Minimum
Cased Drilled Shafts	4	3
Reinforced Foundation Caissons and Footings	3	1
Reinforced Footings and Substructure Walls	3	1
Uncased Drilled Shafts	6	5
Thin-walled Sections; 9 inches (225 mm) or less	5	4
Bridge Decks	4	2

Type of Construction	Slump in inches	
	Maximum	Minimum
Pavements, Fixed-form	3	1
Pavements, Slip-form	1-1/2	1/2
Sidewalks, Driveways and Slabs on Ground	4	2
Curb & Gutter, Hand-vibrated	3	1
Curb & Gutter, Hand-tamped or spaded	4	2
Curb & Gutter, Slip-form/extrusion machine	2	½
Heavy Mass Construction	2	1
High Strength Concrete	4	3
Riprap and Other Miscellaneous Concrete	6	1

8.05 MIXING AND MIXING EQUIPMENT

- A. **Ready-mixed Concrete:** Use of ready-mixed concrete will be permitted provided the batching plant and mixer trucks meet quality requirements specified herein. When ready-mixed concrete is used, additional mortar (1 sack cement, 3 parts sand and sufficient water) shall be added to each batch to coat the mixer drum. Ready-mixed concrete, batching plant and mixer truck operation shall include the following:
1. A ticket system will be used that includes a copy for the Inspector. Ticket will have machine stamped time/date of concrete batch, a mix design designation, weight of cement, fly ash, sand and aggregates; exact nomenclature and written quantities of admixtures and water. Any item missing or incomplete on ticket may be cause for rejection of concrete.
 2. Sufficient trucks will be available to support continuous placements. Contractor will satisfy the Director of Transportation or designated representative that adequate standby trucks are available to support monolithic concrete placement requirements.
 3. A portion of mixing water required by the mix design to produce the specified slump may be withheld and added at the job site, but only with permission of the Director of Transportation or designated representative and under the Inspector's observation. When water is added under these conditions, the concrete batch will be thoroughly mixed before any slump or strength samples are taken. Additional cement shall not be added at the job site to otherwise unacceptable mixes.
 4. A metal plate(s) shall be attached in a prominent place on each truck mixer plainly showing the various uses for which it was designed. The data shall include the drum's speed of rotation for mixing and for agitating and the capacity for complete mixing and/or agitating only. A copy of the manufacturer's design, showing dimensions of blades, shall be available for inspection at the plant at all times. Accumulations of hardened concrete shall be removed to the satisfaction of the Director of Transportation or designated representative.
 5. The loading of the transit mixers shall not exceed capacity as shown on the manufacturer's plate attached to the mixer or 63 percent of the drum volume, whichever is the lesser volume. The loading of transit mixers to the extent of causing spill-out en route to delivery will not be acceptable. Consistent spillage will be cause for disqualification of a supplier.
 6. Excess concrete remaining in the drum after delivery and wash water after delivery shall not be dumped on the project site unless approval of the dump location is first secured from the Director of Transportation or designated representative.
- B. **Hand-mixed Concrete:** Hand mixing of concrete may be permitted for small placements or in case of an emergency and then only on authorization of the Director of Transportation or designated representative. Hand-mixed batches shall not exceed a 4 cubic foot (3 cubic meters) batch in volume. Material volume ratios shall not be leaner than 1 part cement, 2 parts large aggregate, 1 part fine aggregate and enough water to produce a consistent mix with a **slump not to exceed 4 inches**. Admixtures shall not be used unless specifically approved by the Geotechnical Engineer.

ITEM 9.00 – DRAINAGE FACILITIES

9.01 DESCRIPTION

This item shall govern the furnishing of all drainage culvert pipe, concrete headwalls, and reflector post as shown on the Plans

and herein specified, and installing the same as designated on the Plans

9.02 MATERIALS

The culvert pipe shall be of size, length, and gauge as shown on the plans. Corrugated galvanized metal pipe shall be as specified by item 460 of the most current TxDOT Standard Specifications. Reinforced concrete pipe shall be as specified by Item 464 of the same. All pipe shall be new and unused and shall not have been damaged by handling or shipping.

Reflector posts shall conform to the COA detail 824-2 or an approved alternative, equipped with 3-inch amber reflectors. The length of the post shall be adequate to place the reflector assembly 48 inches above the centerline elevation of the street and anchor the post approximately 48 inches into the ground.

Concrete headwalls and/or rip-rap shall be constructed of Class A concrete conforming with COA Item 403S reinforced with deformed bars or wire mesh conforming with Item 406S of same. All headwalls and/or rip-rap shall be of the dimensions and in the locations shown on the plans.

9.03 CONSTRUCTION METHODS

Culvert pipe shall be installed to the lines and grades shown on the Plan. The pipe shall be bedded along its complete length and up to the shoulders. The backfill around the pipe shall be compacted. The installation of all culvert pipes shall be in general conformance with the appropriate sections of the most current TxDOT Standard Specifications. All culvert pipes located at street intersections shall be provided with reflector posts. The reflector post shall be equipped with one reflector facing in each direction of traffic flow. Reflector posts shall be provided on the ends of the concrete headwalls or rip-rap as shown on the Plans. The concrete headwalls or rip-rap shall be of the dimensions and at the locations shown on the plans. The headwalls shall be formed on their exposed surfaces, which shall be grouted and broom finished upon removal of the forms. **Guardrail is required where slopes do not meet requirements of Table 7.3.**

ITEM 10.00 – CHANNEL EXCAVATION

10.01 DESCRIPTION

Channel Excavation shall consist of required excavation for all channels, the removal and proper utilization or disposal of all excavated materials, and constructing, shaping and finishing of all earthwork involved in conformity with the required lines, grades and typical cross sections and in accordance with the specifications and requirements herein outlined.

10.02 CLASSIFICATION

All Channel Excavation will be Unclassified. Unclassified Channel Excavation shall include all materials encountered regardless of their nature or the manner in which they are removed.

10.03 CONSTRUCTION METHODS

All suitable materials removed from the excavation shall be used, insofar as practicable, in the formation of embankments as required, or shall be otherwise utilized or satisfactorily disposed of as indicated on plans, or as directed, and completed work shall conform to the established alignment, grades and cross sections. During construction, the channel shall be kept drained, insofar as practicable, and the work shall be prosecuted in a neat and workmanlike manner. Unsuitable channel excavation or excavation in excess of that needed for construction, shall be known as "Waste" and shall become the property of Contractor to be disposed of by him.

Channel Excavation shall include the removal and replacement of all fence lines crossing the channels and the installation of gates and water gaps as shown on the plans. All channels and that area adjacent to them which has been disturbed by construction equipment shall be graded smooth and seeded. Seeding shall conform to item 164 of the most current TxDOT Standard Specifications or applicable standards for the appropriate jurisdiction.

ITEM 11.00 – CLEAR ZONES

11.01 GENERAL

The purpose of this section is to provide design criteria for establishing a roadway clear zone. Minimum clear zone widths may be found in **Table 11-1**.

11.02 CLEAR ZONES

The term "clear zone" is used to describe the generally flat and unobstructed area that is provided beyond the travel lanes. The clear zone may include shoulders. For urban streets, arterials, collectors and local streets, where curbs are used, available area for clear zones may be limited. A minimum offset distance of 18 inches should be provided between the face of curb and obstructions such as utility poles, lighting poles and fire hydrants (Local Urban Streets, Horizontal Clearance to Obstructions, Chapter 5 of AASHTO's, "A Policy On Geometric Design of Highways and Streets, 2001"). Greater offsets should be provided when possible to permit curbside parking. Because most curbs do not have a capability to redirect vehicles, the minimum clear zone distance should be increased as directed by the Engineer commensurate with increases in traffic volumes and vehicle speeds.

Table 11-1: Minimum Clear Zone Width

Classification	Design Speed	ADT	Minimum Clear Zone Width* **
Arterial/Collector	≥50mph	0-750	10ft
Arterial/Collector	≥50mph	750-1500	16ft
Arterial/Collector	≥50mph	>1500	30ft
Collector	≤45mph	All	10ft
Local/Country Lane Uncurbed	All	All	10ft
Local/Country Lane Curbed	All	All	4ft from FOC

* Without barrier or other safety treatment of appurtenances.
** Measured from edge of travel lane for all cut sections and for all fill sections where side slopes are 1V:4H or flatter. Where fill slopes are steeper than 1V:4H it is desirable to provide a 10 ft. area free of obstacles beyond the toe of slope.

11.03 LANDSCAPING IN THE RIGHT-OF-WAY

The following requirements will apply to all landscaping within the ROW along roadsides, median and intersection.

- A. **Intersections:** No landscaping of any type shall obstruct vision. These requirements will apply to any material from a height of two (2) feet to a clearance height of eight (8) feet above the top of curb, including, but not limited to full-grown trees, full-grown shrubs, fences, structures, any signs except traffic control signs, etc.
- B. **Traffic Control Devices:** No landscaping of any type shall obstruct vision. These requirements will apply to any material from a height of seven (7) feet to a clearance height of fourteen (14) feet above the top of curb, including, but not limited to full-grown trees, full-grown shrubs, fences, structures, any signs except traffic control signs, etc. within twenty-five (25) feet of any existing or proposed traffic signal, regulatory or warning signs, or other traffic control devices.
- C. **School Crossings:** No landscaping of any type shall obstruct vision. These requirements will apply to any material with a height of two (2) feet or greater within one hundred fifty (150) feet of a school crossing to assure pedestrian safety by not restricting the sight visibility of motorists.
- D. **Railroad Crossings:** No landscaping of any type shall obstruct vision. These requirements will apply to any material with a height of two (2) feet or greater within two hundred fifty (250) feet of a railroad crossing to assure adequate sight visibility.

ITEM 12.00 – MISCELLANEOUS

12.01 SIGNAGE

Street name signs, traffic control signs, speed limit signs, etc., shall all conform to the requirements of the most current TxDOT Standard Specifications and the "Uniform Manual of Traffic Control Devices." Sign posts shall conform to the COA detail 824-2 or an approved alternative. Stop bars shall be installed at all stop sign location. They shall be retro-reflective white thermoplastic material a minimum of 24" wide. They shall be placed adjacent to the stop sign and shall extend from the edge of pavement to the midpoint of the roadway.

For all developments proposing new street construction, the developer's engineer shall provide – as part of the construction

plans – a narrative statement in recordable format, to be recorded with the final plat, listing the type and location of all proposed signs for directing and controlling traffic.

12.02 COMPLETION CERTIFICATE

Upon completion, but prior to acceptance of the work by , the accredited materials testing laboratory shall submit a written statement of substantial compliance which has been sealed by a professional engineer licensed in the state of Texas. The written statement of substantial compliance must acknowledge that all construction materials and operations used in the project were tested and inspected by testing laboratory and that they comply with all the specifications applicable to the Project.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Human Resources Department. Possible discussion and/or action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	April 21, 2020	n/a

LINE ITEM NUMBER

n/a

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Miller	BECERRA	N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Emergency Services. Possible discussion and/or action may follow in open Court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

April 21, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Raul Reyes, Director of Office of Emergency Services

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

April 21, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

Litigation update to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding the Hays County Fire Code. Possible action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

April 21, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

SMITH

N/A

SUMMARY

Information to be provided in Executive Session.