

Commissioners Court May 19, 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 **19th day of May 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	Update from Criminal Justice Advisory Commission regarding the grant application from the Texas Indigent Defense Commission for the Public Defender's Office. 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.

3	6	Approve payments of County invoices. VILLARREAL-ALONZO
4	7	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
5	8-18	Approve Commissioners Court Minutes of May 12, 2020. BECERRA/CARDENAS
6	19	Approve the payment of the May 31, 2020 payroll disbursements in an amount not to exceed \$3,900,000.00 effective May 29, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
7	20-29	Authorize the submission of a grant application for the Coronavirus Emergency Supplemental Funding Program through the U.S. Department of Justice, Bureau of Justice Assistance. SHELL/T.CRUMLEY/CUTLER
8	30-80	Approve specifications for RFP 2020-P12 Customer Management Queuing System and authorize Purchasing to solicit for proposals and advertise. BECERRA/RICHEY
9	81	Authorize On-Site Sewage Facility Permit for 2 office buildings located at 100 Canyonwood Drive, Dripping Springs, Texas 78620. SMITH/STRICKLAND
10	82-85	Approve Utility Permits. BECERRA/BORCHERDING
11	86	Approve the cancelation of the Hays County Commissioners Court on May 26, September 1, and November 3, 2020. JONES
12	87-92	Authorize the Justice of the Peace Pct. 1-2 Office to purchase two replacement Dell Latitude 5400 Laptops valued at \$2,100.32 utilizing the Justice Court Technology Fund and amend the budget accordingly. INGALSBE/B.SMITH
13	93-114	Accept the Fiscal Year 2019 North Hays County Emergency Services District #1 Audit Report per Texas Health and Safety Code 775.082. SMITH/VILLARREAL-ALONZO
14	115-147	Accept the Fiscal Year 2019 Hays County Emergency Services District #6 Audit Report per Texas Health and Safety Code 775.082. SMITH/VILLARREAL-ALONZO
15	148-162	Accept the Fiscal Year 2019 Hays County Emergency Services District #9 Audit Report per Texas Health and Safety Code 775.082. JONES/VILLARREAL-ALONZO

16	163-183	Accept the Fiscal Year 2019 Hays County Emergency Services District #2 Audit Report per Texas Health and Safety Code 775.082. JONES/VILLARREAL-ALONZO
17	184-185	Authorize a waiver to the purchasing policy for the Transportation Department to utilize Chemical Weed Control, Inc. related to herbicide treatments for three (3) NRCS Flood Control Dams located in San Marcos. INGALSBE/BORCHERDING
18	186-187	Authorize the County Judge to execute Additional Service Request No. 15 with HOK for work related to the Hays County Public Safety Bond projects. INGALSBE
19	188-192	Authorize the Census Complete Count Committee to utilize the United Way grant funds for Census Outreach programs including a Writing Contest, Children's Storybook Production, reimbursement related to the "72-Hour Film Race" and other Census Outreach Events and amend the budget accordingly. BECERRA/INGALSBE/COLLINS
20	193	Amend the Department of State Health Service (DSHS) Emergency Preparedness PHEP grant for Personal Protection Equipment and Supplies related to COVID-19. INGALSBE/T.CRUMLEY
21	194	Accept \$16,000 in grant contributions on behalf of the Hays County Child Protective Board and amend the budget accordingly. INGALSBE
22	195-197	Authorize the execution of a \$3,156.42 Service Proposal with Firetrol Protection Systems for the Juvenile Detention Center related to fire alarm repairs and fire sprinkler system inspection and amend the budget accordingly. INGALSBE/LITTLEJOHN
23	198-213	Authorize the County Judge to execute Proposals with Southwest Solutions Group for storage systems and medical equipment for the Public Safety Bond projects and amend the budget accordingly. INGALSBE/CUTLER

ACTION ITEMS

ROADS

24	214-132	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and WSB Inc. for design services related to a turn lane on FM2770 and amend the Transportation Budget accordingly. JONES/BORCHERDING
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SUBDIVISIONS

25	233-236	PLN-1427-PC; Call for a Public Hearing on June 2nd, 2020 to discuss approval of the final plat of the 3-G Ranch Addition, Section 3, Lot 4, Replat. JONES/MACHACEK
26	237-240	PLN-1407-PC; Call for a Public Hearing on June 2nd, 2020 to discuss final plat approval of the Replat of Lot 2A-1, K-Bar-Mac Subdivision. SMITH/MACHACEK

MISCELLANEOUS

27	241-243	Discussion and possible action to reconsider on Order of the Commissioners Court Addressing Employee Absences Resulting From COVID-19. A portion of this item may be held in Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of each individual position employed by Hays County. Possible action may follow in open Court. BECERRA/MILLER
28	244-254	Discussion and possible action to amend the Janitorial Service Agreement between Hays County and PBS of Texas for additional Porter Services for increased sanitation efforts related to COVID-19 response. BECERRA/T.CRUMLEY
29	255-260	Discussion and possible action to authorize the execution of Amendment No. 1 and Amendment No. 2 to the Stop Loss Policy between Hays County and United Healthcare Insurance Company. BECERRA/MILLER
30	261-270	Discussion and possible action to authorize a 40% deposit to Conference Technologies, Inc. related to the Backend Processing and Display Wall System for the new Public Safety Building. INGALSBE/CUTLER
31	271-273	Discussion and possible action to execute a \$3,550 contract with Big Day Pictures related to film production of a Public Service Announcement (PSA) for Census Outreach. BECERRA/INGALSBE/COLLINS
32	274-275	Discussion and possible action to adopt and order authorizing the sale of fireworks beginning the Wednesday before the last Monday in May and ending at midnight on the last Monday in May, 2020. SHELL

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.

33	276	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. SHELL
34	277	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 Countywide Operations. Possible discussion and/or action may follow in open Court. SMITH
35	278	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. JONES
36	279	Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Recoil. Possible discussion and/or action may follow in open Court. SHELL
37	280	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 Auditor's Office. Possible discussion and/or action may follow in open Court. INGALSBE

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.

38	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA/RAVEN
39	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
40	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
41	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 15th day of May, 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

May 19, 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

Update from Criminal Justice Advisory Commission regarding the grant application from the Texas Indigent Defense Commission for the Public Defender's Office.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

May 19, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Becerra

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Update from Commissioners Ingalsbe and Shell on the grant application requested last year and put on hold to allow time for research.

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

May 19, 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

May 19, 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 May 12, 2020.

ITEM TYPE

CONSENT

MEETING DATE

May 19, 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



MAY 12, 2020

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 12th DAY OF MAY 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
DEBBIE GONZALES INGALSBE
MARK JONES
LON A. SHELL
WALT SMITH
ELAINE H. CÁRDENAS
VALERIE VALDEZ

COUNTY JUDGE
COMMISSIONER, PCT. 1
COMMISSIONER, PCT. 2
COMMISSIONER, PCT. 3
COMMISSIONER, PCT. 4
COUNTY CLERK
DEPUTY 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 AND VALERIE VALDEZ, DEPUTY CLERK, BEING PRESENT THROUGH VIDEO CONFERENCE THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Josh Murillo, 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

Sam Brannon, Hays County resident, gave a public comment noting the November election and the new system dealing with paper ballots. He voiced concerns that a post-election audit has not been conducted at this time. He also asked the Court to oversee the mail in ballot process and give the Elections office direction on how to move forward. Rodrigo Amaya, Hays County resident, gave a public comment thanking the Commissioners for their handling of the Covid-19 crisis. He also stated that there is confusion about testing sites and the qualifications to get a test. Harvey Jenkins, San Marcos resident, gave a public comment regarding citizen's fear and his opposition on the termination of Raul Reyes, Emergency Service Director, as a Hays County employee. Dan Lyon, San Marcos resident, gave public comments, regarding his previous statement that Texas State University buses are causing pollution by shuttling without passengers. He also commented on his opposition to the increase of his home appraisal. He read aloud the County disbursements. Frank Arredondo, LULAC Council President and San Marcos resident, made public comments regarding his opposition of the recent termination of Raul Reyes, Emergency Service Director, and Jessica Mejia, Census Program Coordinator, as Hays County employees. He announced an Open Record Request has been submitted pertaining to the employment and termination of the mentioned employees.

UPDATE FROM THE COUNTY JUDGE AND STAFF REGARDING THE LOCAL DISASTER DECLARATION AND COVID-19. POSSIBLE DISCUSSION AND ACTION MAY FOLLOW.

Rodrigo Amaya, Hays County resident, made public comments stating Judge Becerra has given inaccurate information about testing sites. He also noted that he was pleased with the termination of Raul Reyes, Emergency Service Director, by the Court. Alex Villalobos, Emergency Manager Coordinator and Chief of Staff, gave the Court updates on the testing that took place on Sunday May 10th in Wimberley and Dripping Springs. The results of the test will be sent to Alex Villalobos, Judge Becerra, and the Health Department. He spoke about a scaled plan to open the Government Center June 1st with limited access. The District Courts, County Courts, and other County departments are planning and preparing supplies needed to open their offices. He noted testing will take place in Buda for Government officials and their staff administered by Baylor/Scott and White. Commissioner Smith thanked the National Guard for their assistance with the testing sites in Dripping Springs and Wimberley. Judge Becerra spoke on the need for testing and the decision making process for the placement of testing sites. He thanked the community for doing their best to follow the government's orders and recommendations. Commissioner Shell thanked the staff for organizing the testing sites. He inquired on a time frame for the test results. Alex Villalobos responded 36 to 48 hours the results would be sent to the Health department, Judge Becerra, and himself. Commissioner Jones asked about Baylor/Scott and White testing location. Mike Jones, Emergency Preparedness Coordinator, responded that Baylor/Scott and White will test on their own location in Buda. Commissioner Ingalsbe inquired about the demand and supply of personal protective equipment. Alex Villalobos gave the update that orders are now being almost or completely filled, but noted as positive test increase the inventory will become stressed again. He also spoke about chemicals needed for disinfecting. Tammy Crumley, County Wide Operations Director, announced 23 tests have been administered at the Local Health Department, 198 administered by Act Premier, and two referrals pending. She stated 1,077 tests are remaining from the 1,300 test that were available. She stated no one is turned away unless they are



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from out of county. A person with Medicaid will be referred to another location. She announced the call volume is not there and her department is working on ways to get the information out to the community. Flyers are to be posted on the East side in English and Spanish. She announced testing is available for anyone, but you must call to set an appointment and get screened before arriving at a test site. **No action was taken.**

35136 ADOPT A PROCLAMATION DECLARING MAY 6-12, 2020 AS NATIONAL NURSES WEEK.

Commissioner Jones thanked the court for including this item. He noted his daughters are nurses. He hoped through this pandemic that nurses receive the recognition they so richly deserve. Amy Wolf, Communicable Disease Coordinator for Hays County, read aloud a statement written by a fellow nurse. The statement was about the long hours worked and personal dedication nurses give to their patients. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Proclamation declaring May 6-12, 2020 as National Nurses Week. All present voted "Aye." MOTION PASSED.**

35137 ADOPT A PROCLAMATION DECLARING MAY 10-16, 2020 AS POLICE WEEK AND MAY 15, 2020 AS PEACE OFFICERS MEMORIAL DAY.

Sheriff Gary Cutler spoke to the Court about the recent loss of San Marcos Police Officer Putnam. He stated officers know the dangers they face when they put on their badge. He said Hays County has the best of the best. Sergeant Jeff Jordan thanked the Court for their recognition of officers. He read aloud the six officers names and end of watch dates that are on the National Law Enforcement Memorial in Washington D.C. He ended by encouraging everyone to visit the Memorial website and join the virtual candlelight vigil Wednesday night. The Court members expressed their appreciation for law enforcement. Further discussion was had with Sergeant Jordan about future plans for a memorial in Hays County. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to adopt a Proclamation declaring May 10-16, 2020 as Police Week and May 15, 2020 as Peace Officers Memorial Day. All present voted "Aye." MOTION PASSED.**

PRESENTATION ON THE 2020 CENSUS BY JESSICA MEJIA, HAYS COUNTY CENSUS COORDINATOR, AND ANNOUNCEMENT OF THE CENSUS ART CONTEST WINNERS OF "BECAUSE I COUNT/PORQUE YO CUENTO".

Anita Collins, Executive Assistant to the Hays County Judge, spoke to the Court. She announced the Art contest winner would not be announced nor would the presentation be given. She gave the court a time line of the events that have taken place for the Census effort. She also read a letter to the court from Jessica Mejia. The letter stated Jessica Mejia felt that she was unfairly let go from her position as she was completing her job assignments. Mark Kennedy, General Counsel, noted to the court that this item is a presentation and does not cover HR matters. The court thanked Anita Collins and Jessica Mejia for their work. **No action taken.**

35138 APPROVE PAYMENTS OF COUNTY INVOICES.

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

35139 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

35140 APPROVE COMMISSIONERS COURT MINUTES OF APRIL 28, 2020 AND MAY 1, 2020.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve Commissioners Court Minutes of April 28, 2020 and May 1, 2020. All present voted "Aye." MOTION PASSED.

35141 APPROVE THE PAYMENT OF THE MAY 15, 2020 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$2,955,000.00 EFFECTIVE MAY 15, 2020 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.



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A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve the payment of the May 15, 2020 payroll disbursements in an amount not to exceed \$2,955,000.00 effective May 15, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

35142 AUTHORIZE THE EXECUTION OF AN AMENDMENT WITH THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE FY2020 COVID-19 CRISIS COAG GRANT IN THE AMOUNT OF \$154,794.00 AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the execution of an amendment with the Department of State Health Services (DSHS) for the FY2020 COVID-19 Crisis CoAg Grant in the amount of \$154,794.00 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35143 AUTHORIZE COUNTYWIDE OPERATIONS AND PERSONAL HEALTH TO PURCHASE AN ADVANCE OZOGATION/HYDROXYL MISTING SYSTEM TO BE USED FOR BUILDING SANITATION IN THE AMOUNT OF \$38,500.00 WITH 50% (\$19,250.00) PAYMENT IN ADVANCE AND THE REMAINING 50% PAYABLE UPON RECEIPT.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize Countywide Operations and Personal Health to purchase an Advance Ozogation/Hydroxyl Misting System to be used for building sanitation in the amount of \$38,500.00 with 50% (\$19,250.00) payment in advance and the remaining 50% payable upon receipt. All present voted "Aye." MOTION PASSED.

35144 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR A WEDDING/EVENT CENTER AT 10700 SIGNAL HILL ROAD, AUSTIN, TEXAS 78737.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize On-Site Sewage Facility Permit for a wedding/event center at 10700 Signal Hill Road, Austin, Texas 78737. All present voted "Aye." MOTION PASSED.

35145 APPROVE AND CONFIRM THE APPOINTMENT OF RODOLFO ESTRADA, AS A RESERVE DEPUTY CONSTABLE, IN THE OFFICE OF HAYS COUNTY CONSTABLE PRECINCT 2, EFFECTIVE MAY 5, 2020.

Constable Torres introduced Rodolfo Estrada. Rodolfo Estrada thanked the court for their time. He stated his work and personal background in Hays County. Judge Becerra swore Officer Rodolfo Estrada into office. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve and confirm the appointment of Rodolfo Estrada, as a Reserve Deputy Constable, in the office of Hays County Constable Precinct 2, effective May 5, 2020. All present voted "Aye." MOTION PASSED.

35146 AUTHORIZE THE SHERIFF'S OFFICE TO ACCEPT A DONATION TO THE CRIME VICTIM SERVICES PROGRAM AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Ingalsbe stated this was a donation from the Lions Club to the Sheriff's office for the Crime Victim Services program. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Sheriff's Office to accept a donation to the Crime Victim Services Program and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35147 APPROVE OUT OF STATE TRAVEL FOR DETECTIVE NELSON WRAY TO ATTEND THE MAC FORENSICS TRAINING COURSE ON SEPTEMBER 14-25, 2020 IN HOOVER, ALABAMA.

The Court noted they are in support of training. However, they are concerned about travel during this time. Discussion was had since the event is a few months away that should it be canceled, they could get a reimbursement. Sheriff Cutler spoke to the court and mentioned that the training is grant funded. He said it is more likely to be rescheduled than canceled. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve out of state travel for Detective Nelson Wray to attend the Mac



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Forensics Training Course on September 14-25, 2020 in Hoover, Alabama. All present voted "Aye."
MOTION PASSED.

**35148 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR TWO 2
BEDROOM/2 BATH HOUSES (BUILDINGS 500E & 500I) AT 500 HARMON
HILLS COVE, DRIPPING SPRINGS, TX 78620.**

Caitlyn Strickland, Development Services Director, stated to the Court that all the on-site sewage facilities have met all the current rules and regulations, and there are no variances requested. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize On-Site Sewage Facility Permit for two 2 bedroom/2 bath houses (Buildings 500E & 500I) at 500 Harmon Hills Cove, Dripping Springs, TX 78620. All present voted "Aye." MOTION PASSED.

**35149 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR TWO 2
BEDROOM/2 BATH HOUSES (BUILDINGS 510A & 500D) AT 500 HARMON
HILLS COVE, DRIPPING SPRINGS, TX 78620.**

Caitlyn Strickland, Development Services Director, stated to the Court that all the on-site sewage facilities have met all the current rules and regulations, and there are no variances requested. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize On-Site Sewage Facility Permit for two 2 bedroom/2 bath houses (Buildings 510A & 500D) at 500 Harmon Hills Cove, Dripping Springs, TX 78620. All present voted "Aye." MOTION PASSED.

**35150 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR TWO 2
BEDROOM/2 BATH HOUSES (BUILDINGS 510B & 500J) AT 500 HARMON
HILLS COVE, DRIPPING SPRINGS, TX 78620.**

Caitlyn Strickland, Development Services Director, stated to the Court that all the on-site sewage facilities have met all the current rules and regulations, and there are no variances requested. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize On-Site Sewage Facility Permit for two 2 bedroom/2 bath houses (Buildings 510B & 500J) at 500 Harmon Hills Cove, Dripping Springs, TX 78620. All present voted "Aye." MOTION PASSED.

**35151 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR AN EQUIPMENT
BARN AND DOG KENNEL FOR A PRIVATE BIRD HUNTING CLUB LOCATED
AT 24601 HAMILTON POOL RD, DRIPPING SPRINGS, TX.**

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize On-Site Sewage Facility Permit for an equipment barn and dog kennel for a private bird hunting club located at 24601 Hamilton Pool Rd, Dripping Springs, TX. All present voted "Aye." MOTION PASSED.

35152 APPROVE UTILITY PERMITS.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve Utility Permits. All present voted "Aye." MOTION PASSED.

**35153 AUTHORIZE THE JUSTICE OF THE PEACE PCT. 2 OFFICE TO PURCHASE
ONE REPLACEMENT DELL LATITUDE 5400 LAPTOP VALUED AT
\$1,050.16 UTILIZING THE JUSTICE COURT TECHNOLOGY FUND AND
AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Justice of the Peace Pct. 2 Office to purchase one replacement Dell Latitude 5400 Laptop valued at \$1,050.16 utilizing the Justice Court Technology Fund and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**35154 ADOPT A RESOLUTION AND RATIFY THE SUBMISSION OF A RENEWAL
GRANT APPLICATION TO THE TEXAS INDIGENT DEFENSE COMMISSION
FOR THE INDIGENT DEFENSE COORDINATOR GRANT PROJECT IN THE
AMOUNT OF \$77,292 WHERE THE COUNTY WILL PROVIDE A CASH
MATCH OF 33% BEING \$25,761.**



MAY 12, 2020

Commissioner Shell called on Efren Chavez, Grants, to speak to the court on this item. Efren Chavez, Grants, stated that this is a renewal application. Commissioner Shell noted this is the same grant but this application covers a different grant period. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to adopt a resolution and ratify the submission of a renewal grant application to the Texas Indigent Defense Commission for the Indigent Defense Coordinator grant project in the amount of \$77,292 where the County will provide a cash match of 33% being \$25,761. All present voted "Aye." MOTION PASSED.**

Clerk's Note Agenda Item #22 RE: AUTHORIZE THE ACCEPTANCE OF A REVISED GRANT AWARD FROM THE TEXAS INDIGENT DEFENSE COMMISSION (TIDC) FOR THE INDIGENT DEFENSE COORDINATOR PROGRAM ADDING AN ADDITIONAL AMOUNT OF \$6,105.00 TOTALING \$67,446.00 AND AMEND THE BUDGET ACCORDINGLY. – WAS PULLED.

Sam Brannon, Hays County resident, made a public comment in favor of pulling agenda item 22. He stated that he is not against having a Defense Coordinator. He is concerned about the agreement to establish a public Defender's Office, and moving away from the current Court Appointed Attorney process.

35155 APPROVE A THREE (3) MONTH CONTRACT EXTENSION WITH SI MECHANICAL, LLC RELATED TO IFB 2017-B06 FOR AIR CONDITIONING & HEATING SERVICES FOR A PERIOD NOT TO EXCEED AUGUST 31, 2020.

Commissioner Smith thanked the Auditor's office on their work to get a bid packet together for this item to move forward. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve a three (3) month contract extension with SI Mechanical, LLC related to IFB 2017-B06 for Air Conditioning & Heating Services for a period not to exceed August 31, 2020. All present voted "Aye." MOTION PASSED.**

35156 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR 2 MECHANIC SHOPS, A WELDING SHOP, AND A TIRE SHOP LOCATED AT 15095 CAMINO REAL, KYLE, TEXAS 78640.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize On-Site Sewage Facility Permit for 2 mechanic shops, a welding shop, and a tire shop located at 15095 Camino Real, Kyle, Texas 78640. All present voted "Aye." MOTION PASSED.

35157 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER #1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND LJA ENGINEERING RELATED TO RIGHT OF WAY COORDINATION SERVICES ALONG COTTON GIN ROAD IN PRECINCT 2 EXECUTED ON OR ABOUT DECEMBER 10, 2019.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute Change Order #1 to the Professional Services Agreement between Hays County and LJA Engineering related to right of way coordination services along Cotton Gin Road in Precinct 2 executed on or about December 10, 2019. All present voted "Aye." MOTION PASSED.

35158 APPROVAL OF REQUEST MADE BY MARIA CLAPP FOR REFUND OF PENALTIES AND INTEREST ON HER 2019 PROPERTY TAX PAYMENT, CITING SECTION 33.011(K) OF THE TEXAS PROPERTY TAX CODE.

Dan Lyon, San Marcos resident, gave a public comment requesting Jennifer O'Kane, Tax Assessor/Collector; propose a plan to help property owners lower their taxes during this economic crisis. He mentioned that she is a member of the Hays County Appraisal District board and asked if she could help lower the appraisals. Jennifer O'Kane explained her position as the Tax Assessor/Collector is to send out the tax bills and collect the money in a timely manner; she does not influence the process of tax rates. She works on the budget for the CAD board not the property values. Jennifer O'Kane, Tax Assessor/Collector explained to the court the property owner had not received her copy of the bill from the mortgage company causing her to become delinquent. She is using this property tax code for the court's consideration of a refund. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approval of request made by Maria Clapp for refund of penalties and interest on her 2019 property tax payment, citing Section 33.011(k) of the Texas Property Tax Code. All present voted "Aye." MOTION PASSED.**



MAY 12, 2020

35159 APPROVAL OF REQUEST MADE BY VICTORIA WONG FOR REFUND OF PENALTIES AND INTEREST ON HER 2019 PROPERTY TAX PAYMENTS, CITING SECTION 33.011(J) OF THE TEXAS PROPERTY TAX CODE.

Jennifer O'Kane, Tax Assessor/Collector, explained to the court the property owner provided a sworn statement from the UPS store stating the payment was made before the deadline. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approval of request made by Victoria Wong for refund of penalties and interest on her 2019 property tax payments, citing Section 33.011(j) of the Texas Property Tax Code. All present voted "Aye." MOTION PASSED.

35160 SELECT BINKLEY & BARFIELD INC. TO PERFORM ENGINEERING DESIGN SERVICES FOR EXTENSION OF A PORTION OF CR266 AND AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A CONTRACT.

Commissioner Ingalsbe announced to the court these engineering services are to design a cul-de-sac providing access to current and future developments. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to select Binkley & Barfield Inc. to perform engineering design services for extension of a portion of CR266 and authorize staff and counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.

35161 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER NO. 2 FOR A TIME EXTENSION TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND KLOTZ ASSOCIATES, INC. DBA RPS TO PROVIDE PROFESSIONAL ENGINEERING AND OTHER DESIGN SUPPORT SERVICES RELATED TO THE FM 621 SAFETY IMPROVEMENTS PROJECT AS PART OF THE 2016 ROAD BOND PROGRAM.

Commissioner Ingalsbe noted this is a time extension to continue design work. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute Change Order No. 2 for a time extension to a Professional Services Agreement between Hays County and Klotz Associates, Inc. dba RPS to provide professional engineering and other design support services related to the FM 621 Safety Improvements Project as part of the 2016 Road Bond Program. All present voted "Aye." MOTION PASSED.

35162 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND RPS INFRASTRUCTURE, INC. TO PROVIDE PROFESSIONAL ENGINEERING AND OTHER DESIGN SUPPORT SERVICES RELATED TO THE FM 621 SAFETY IMPROVEMENTS PROJECT AS PART OF THE 2016 ROAD BOND PROGRAM AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Ingalsbe stated this is a major safety improvement project to include shoulders and widening of roads. She has heard from concerned citizens who are worried about this dangerous area. The Transportation Department helped to find funding for this projects. The Court thanked Commissioner Ingalsbe for her work to get this completed. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and RPS Infrastructure, Inc. to provide professional engineering and other design support services related to the FM 621 Safety Improvements Project as part of the 2016 Road Bond Program and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35163 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CONTRACT AMENDMENT NO. 1 FOR HNTB CORPORATION ON THE FM 2001 REALIGNMENT (EXTENSION OF WHITE WING TRAIL) AKA OVERPASS ROAD WEST PROJECT AS PART OF THE 2016 ROAD BOND PROGRAM.

Mark Kennedy, General Counsel, noted that White Wing Trail's official name is Overpass Road. Commissioner Jones stated this will give the County an opportunity to do some renovations to this area to become more traffic friendly. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Contract Amendment No. 1 for HNTB Corporation on the FM 2001 Realignment (Extension of White Wing Trail) aka Overpass Road West project as part of the 2016 Road Bond Program. All present voted "Aye." MOTION PASSED.



MAY 12, 2020

- 35164 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT BETWEEN HAYS COUNTY AND HNTB CORPORATION TO PROVIDE PROFESSIONAL ENGINEERING AND OTHER DESIGN SUPPORT SERVICES RELATED TO THE FM 2001 SAFETY IMPROVEMENTS WEST (SUNBRIGHT) PROJECT AS PART OF THE 2016 ROAD BOND PROGRAM.**

Commissioner Jones stated this allows the county to increase the scope for HNTB to add a retaining wall that was not included in the original design. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Contract between Hays County and HNTB Corporation to provide professional engineering and other design support services related to the FM 2001 Safety Improvements West (Sunbright) project as part of the 2016 Road Bond Program. All present voted "Aye." MOTION PASSED.

- 35165 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT AMENDMENT NO. 2 FOR AMERICAN STRUCTUREPOINT, INC ON THE RM 3237 SAFETY IMPROVEMENTS PROJECT FROM RM 12 TO RM 150 AS PART OF THE 2016 ROAD BOND PROGRAM.**

Commissioner Shell stated that the 3237 project is a part of 2016 bond program. The program took on every intersection from 3237 with 12 except for Flight Acers. He would like the court to consider looking at that intersection including Flight Acers. The project includes turning lanes and widening of shoulders. The intersection currently only contains a warning light, but would need a signal light in the future. A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the County Judge to execute a Contract Amendment No. 2 for American Structurepoint, Inc on the RM 3237 Safety Improvements project from RM 12 to RM 150 as part of the 2016 Road Bond Program. All present voted "Aye." MOTION PASSED.

- 35166 GRANT A VARIANCE TO CHAPTER 721.5.07(C) OF THE HAYS COUNTY DEVELOPMENT REGULATIONS REGARDING THE K-BAR-MAC SUBDIVISION, LOT 2A-1, REPLAT.**

Caitlyn Strickland, Development Services Director, stated K-Bar-Mac is a recorded subdivision located off of 290 in Precinct 4. The variance request is in regards to shared access drive-ways. The drive way in question is .3759 of a mile, however it has been in existence since 1997, so no change will need to be made. The owners are just updating to comply with current rules and regulations. The proposed subdivision would divide the 14.716 acres into two equal lots, water service would be provided by individual private wells, and waste water services will be accomplished by onsite sewage facilities. Commissioner Smith noted this is the same configuration since 1997. A motion was made by Commissioner Smith, seconded by Commissioner Shell to grant a variance to Chapter 721.5.07(C) of the Hays County Development Regulations regarding the K-Bar-Mac Subdivision, Lot 2A-1, Replat. All present voted "Aye." MOTION PASSED.

- 35167 GRANT A VARIANCE TO CHAPTER 715.3.01(C) OF THE HAYS COUNTY DEVELOPMENT REGULATIONS REGARDING THE KEY RANCH AT THE POLO CLUB, LOT B-1, REPLAT.**

Caitlyn Strickland, Development Services Director, stated Key Ranch at the Polo Club is a recorded subdivision located in Precinct 4. The proposed replat will divide the 11.43 acres into two lots, water service would be provided by West Travis County PUA, and waste water services will be provided by individual onsite sewage facilities. The variance request in regards to a requirement of a water availability study. When the subdivision was built the properties were on well water, however they now have water access to a public supply. Commissioner Smith thanked the property owners for their partnership with PUA. If the variance goes through PUA will run water supply under 290 and also connect to a nearby school. A motion was made by Commissioner Smith, seconded by Commissioner Shell to grant a variance to Chapter 715.3.01(C) of the Hays County Development Regulations regarding the Key Ranch at the Polo Club, Lot B-1, Replat. All present voted "Aye." MOTION PASSED.

- 35168 ACCEPT THE RESIGNATION OF BILL GOODWIN AND THE APPOINTMENT OF JOHN CREVELING TO THE BOARD OF DIRECTORS OF THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY (THE "WTCPUA").**

Commissioner Smith noted the appointment is done by the members of the WTCPUA board, but the Commissioners Court approves the appointment. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to accept the resignation of Bill Goodwin and the appointment of John Creveling to the Board of Directors of the West Travis County Public Utility Agency (the "WTCPUA"). All present voted "Aye." MOTION PASSED.



MAY 12, 2020

EXECUTE A CONTRACT FOR FILM PRODUCTION RELATED TO CENSUS OUTREACH. CENSUS COMPLETE COUNT COMMITTEE APPROVED THE USE OF UP TO \$4,000 OF CONTRACT SERVICES PROVIDED BY THE UNITED WAY FOR GREATER AUSTIN GRANT TO FILM A "COUNT ME NOW" PSA TO BE DISTRIBUTED ON SOCIAL MEDIA, STREAMING CHANNELS AND OTHER VENUES AS THEY ARE SECURED.

Discussion was had regarding the funds listed in the backup to this item, as well as which court members would participate in the PSA. Anita Collins, Executive Assistant to the County Judge, spoke to the board about the details of the two PSAs to be filmed. Vickie Dorsett, Auditor's Office, spoke to the court regarding expenditures for the Census effort that may need to be added to a future agenda and others that have already been approved. After further discussion about the allocation of funding, the decision was made to bring this item back to court at a future date. **No action was taken.**

DISCUSSION AND POSSIBLE ACTION TO CONSIDER A COUNTYWIDE SOLUTION FOR THE PUBLIC TO ENTER COUNTY FACILITIES USING A TECHNOLOGY-BASED SYSTEM.

Brittany Richey, Treasurer, spoke to the court with a plan to allow the public to enter the Government Center. She suggested using a kiosk with a numbering system and sending the customer a text when it is their turn to enter the building. Some of the County offices already have an agreement with a company for a numbering system. Jeff McGill, Information Technology Director, spoke to the Court stating the system would be upgraded from its current state. Discussion was had between the court and Marisol Villarreal-Alonzo, Auditor, about the bidding process, Covid-19 grant funds, and how that would affect this purchase. The court decided to have draft document drawn up from the current technology and bring back to court at a future date. **No action was taken.**

35169 EXECUTE A \$1,844 MAINTENANCE AGREEMENT WITH NEMO-Q, INC. FOR THE COUNTY CLERK'S OFFICE RELATED TO THE VIRTUAL CUSTOMER QUEUING SYSTEM AS BUDGETED IN THE RECORDS MANAGEMENT FUND.

Commissioner Jones stated this a maintenance contract for the current system that is used by the Count Clerk's Office. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to execute a \$1,844 Maintenance Agreement with NEMO-Q, Inc. for the County Clerk's Office related to the virtual customer queuing system as budgeted in the Records Management Fund. All present voted "Aye."** MOTION PASSED.

35170 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL COOPERATIVE AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN HAYS COUNTY, HAYS COUNTY CONSTABLE FOR PRECINCT #4, THE HAYS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, AND THE HAYS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2.

Commissioner Smith stated these expenses are covered under the contract with the water board. Constable Ron Hood, Precinct 4, announced this is extension of their services to cover the other parts of Belterra subdivision. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute an Interlocal Cooperative Agreement for Law Enforcement Services between Hays County, Hays County Constable for Precinct #4, the Hays County Water Control and Improvement District No. 1, and the Hays County Water Control and Improvement District No. 2. All present voted "Aye."** MOTION PASSED.

35171 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY, THE CITY OF DRIPPING SPRINGS, THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT, AND THE DRIPPING SPRINGS COMMUNITY LIBRARY DISTRICT, RELATED TO PLANNING AND CONSTRUCTION OF THE TOWN CENTER PROJECT.

Discussion was held between the court members about wording in the agreement, along with Mark Kennedy, General Counsel. **A motion was made by Commissioner Smith, seconded by Commissioner Jones to authorize the County Judge to execute an Interlocal Agreement between Hays County, the City of Dripping Springs, the Dripping Springs Independent School District, and the Dripping Springs Community Library District, related to planning and construction of the Town Center Project. All present voted "Aye."** MOTION PASSED.



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- 35172 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND TEXAS WATER TRADE, RELATED TO HAYS COUNTY'S FINANCIAL APPLICATION ASSOCIATED WITH THE CLEAN WATER STATE REVOLVING FUND.**

Commissioner Shell stated this PSA would be beneficial to the County. A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute a Professional Services Agreement between Hays County and Texas Water Trade, related to Hays County's financial application associated with the Clean Water State Revolving Fund. All present voted "Aye." MOTION PASSED.

- 35173 EXECUTE A MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISE, INC. RELATED TO THE LAW ENFORCEMENT IN-CAR CAMERA SYSTEM AND BODY WORN CAMERA-TASER PROGRAM.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to execute a Master Services and Purchasing Agreement with Axon Enterprise, Inc. related to the Law Enforcement In-Car Camera System and Body Worn Camera-Taser Program. All present voted "Aye." MOTION PASSED.

- 35174 APPROVE A RESOLUTION APPROVING A FIRST SUPPLEMENT TO INDENTURE OF TRUST RELATING TO THE "HAYS COUNTY, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015 (LA CIMA PUBLIC IMPROVEMENT DISTRICT MAJOR PUBLIC IMPROVEMENT PROJECT)", A FIRST AMENDMENT TO FINANCING AGREEMENT, AND OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

Julie Houston, Bond Counsel, from Law firm of Orrick, spoke to the Court noting a change. The Trustee requested that the effective date could be listed May 12, 2020, if was approved in court, however the effective date would be inserted once the court received 51% consent of the bond holders. The Bond Trustee will keep the Court updated on the percent submitted. A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve a Resolution approving a First Supplement to Indenture of Trust relating to the "Hays County, Texas Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Public Improvement Project)", a First Amendment to Financing Agreement. All present voted "Aye." MOTION PASSED.

Clerk's Note: Executive Session began at 11:25 a.m. and resumed back into open court at 11:38 a.m.

EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING LA CIMA PUBLIC IMPROVEMENT DISTRICT. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.

No action was taken.

Clerk's Note: Executive Session began at 12:25 p.m. and resumed back into open court at 1:19 p.m.

- 35175 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.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to terminate the employment and the appointment of the Hays County Fire Marshall, effective May 15, 2020; and to authorize the use of administrative leave between now and that date. Commissioner Ingalsbe, Commissioner Jones, and Commissioner Smith voted "Aye." Commissioner Shell and Judge Becerra voted "No." MOTION PASSED.

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.087 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS ASSOCIATED WITH PROJECT RECOIL. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.



MAY 12, 2020

Commissioner Shell gave the court an update on this item. He handed out information to review over the next week and suggested the court send any feedback to Jason Giulietti, Greater San Marcos Partnership, to incorporate into the plans of the project. **No was action taken.**

Clerk's Note Agenda Item #48 RE: 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 COUNTYWIDE OPERATIONS. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT. – **WAS PULLED.**

Commissioner Smith requested to hold item 48 in open court. The court had discussion with Mark Kennedy, General Counsel, about their options to have Executive Session in open court. Mark Kennedy advised that by holding Executive Session in open court it would waive attorney-client privilege. Second speaking about matters of personnel issues the court should not mention sensitive information such as medical or social security numbers. At any time the court could decide to move the discussion to Executive Session. Clarification was made by Mark Kennedy that no voting or action was made by the court in Executive Session to terminate Jessica Mejia, Census Program Coordinator. Tammy Crumley, County Wide Operation Director, spoke to the Court about a meeting held with Jessica Mejia and Sherri Miller, HR Director based on the direction given by the court. The Court further discussed the actions that took place the previous week in Executive Session. Commissioner Smith announced he would pull the item and bring it back to court next week to allow Jessica Mejia a chance to attend court.

Clerk's Note Agenda Item #49 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 report from the Sheriff's office. The average number of inmates was 409, the peak was 416 the week of May 3, 2020 – May 9, 2020. The estimated cost to outsource is \$46,496. The average number of outsourced males was 130 and 0 females.

Clerk's Note Agenda Item #51 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 #52 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 #53 RE: DISCUSSION OF ISSUES RELATED TO ELECTRO PURIFICATION INCLUDING UPDATES ON THE FILED APPLICATION. POSSIBLE ACTION MAY FOLLOW. – **WAS PULLED.**

ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 1:37 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 May 12, 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

Approve the payment of the May 31, 2020 payroll disbursements in an amount not to exceed \$3,900,000.00 effective May 29, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 19, 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
Britney Richey, Hays County Treasurer	BECERRA	N/A

SUMMARY

Approve the May end of month payroll disbursements not to exceed \$3,900,000.00.

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

Authorize the submission of a grant application for the Coronavirus Emergency Supplemental Funding Program through the U.S. Department of Justice, Bureau of Justice Assistance.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 19, 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/CUTLER	SHELL	N/A

SUMMARY

Hays County has received an allocation of \$37,094 under the Coronavirus Emergency Supplemental Funding (CESF) Program. The intention is to purchase a citizen reporting system which minimizes encounters between deputies, officers and citizens which limits the spread of exposure. The online reporting system will allow citizens to submit non-emergency incidents and will be integrated with the existing Records Management Software to create an efficient workflow. The CESF Program does not require a match.

Submission of the application is done electronically and is due on May 29, 2020.

BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Close Window

Application Narrative

As the rapidly growing concerns over COVID19 and as it continues to spread throughout the county and State, it is important for Hays County to implement precautionary measures to aid prevention, preparation, and response. Due to the nature of the role of a law enforcement officer, it can be difficult to adhere to the social distancing guidelines, but attempts can be made to minimize encounters and limit the spread of exposures.

In order to be proactive, Hays County will acquire a citizen online reporting system to assist in minimizing contact between individuals and law enforcement officers. The system will allow law enforcement officer to continue to manage the needs within the community, while taking proactive steps towards minimal contact and practicing social distancing.

The citizen reporting system will allow citizens to submit non-emergency incidents such as, minor motor vehicle accidents, several types of theft, fraud, and identity theft. If a citizen calls requesting Law Enforcement for one of the several above listed crimes, a dispatcher has the ability to send a text to a mobile device that contains a link to file the report online. Providing consistent and quality service while helping to support social distancing practices.

This program gives citizens a simple way to quickly obtain an official report number as well as a digital report that they can provide to a financial institution, the Federal Government, or their employer, or insurance company as needed. Officers will have to ability to follow up via phone and, utilizing current data sharing technology, request additional information as needed remotely, eliminating physical contact.

We will integrate the citizen's online reporting technology over several month with our Records Management Software creating an even more efficient workflow for Law Enforcement. Due to the unknown long-term changes and social distancing practices that will be required, the citizen online reporting system will continue to support a healthy and safe interaction with Law Enforcement for many years to come.

D. Equipment

Item		Computation				
List and describe each item of equipment that will be purchased.		Compute the cost (e.g., the number of each item to be purchased X the cost per item)				
Add Equipment	Delete Selected	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Desk Officer Reporting System		1	\$60,600.00	\$60,600	\$23,506	\$37,094
				\$0		\$0
		Total(s)		\$60,600	\$23,506	\$37,094

Narrative

Add Additional Narrative Text

The Desk Officer Reporting System will be a 2 year contract.
This system can be integrated into the existing Record Management System.
This will include: Operational/Procedural Directive templates; A web-based training session with a live trainer; Unlimited users, incident types, and report intake; Unlimited customer support (phone and e-mail); Unlimited maintenance including every update and upgrade released

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☐ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☐ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN):

* c. Organizational DUNS:

d. Address:

* Street1:

Street2:

* City:

County/Parish:

* State:

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

Title:

Organizational Affiliation:

* Telephone Number:

Fax Number:

* Email:

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☐ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☐ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> B a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: <input checked="" type="checkbox"/> B a. bid/offer/application b. initial award c. post-award		3. Report Type: <input checked="" type="checkbox"/> A a. initial filing b. material change For Material Change Only: year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/>	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier <input type="text"/> , if known: Hays County 111 E. San Antonio Street Ste. 300 San Marcos TX 78666 Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:		
6. Federal Department/Agency: U.S. Department of Justice Bureau of Justice Assistance			7. Federal Program Name/Description: Coronavirus Emergency Supplemental Funding CFDA Number, if applicable: 16.738		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ 37,094.00		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>Ruben Becerra</u> Print Name: <u>Ruben Becerra</u> Title: <u>County Judge</u> Telephone No.: <u>(512) 393-2205</u> Date: <u>5/19/2020</u>		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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-P12 Customer Management Queuing System and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 19, 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, Texas is seeking a turn-key automated customer management queuing system that will allow customers to check in for services in our various County offices. The system will be serving a variety of County offices such as, but not limited to: Tax Assessor, District and County Court, District and County Clerk, Justice of the Peace, Constables, Elections, Development Services, Law Library, and District Attorney.



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: RFP 2020-P12
Customer Management Queuing System

Date Issued: May 21, 2020

SOLICITATION

Respondents must submit proposals as listed: two (2) originals 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:

2:00 p.m. local time June 11, 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
on June 3, 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.**

Hays County Judge

Date

Hays County Clerk

Date

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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
- ____ 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. FHWA 1273 Certification
- ____ 12. Related Party Disclosure Form
- ____ 13. Any addenda applicable to this solicitation
- ____ 14. 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-P12
Customer Management Queuing System
- 3. Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals 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:
Thursday June 11, 2020; 2:00 p.m. Central Time (CT)
- 6. Initial Contract Term:** June 2020 – May 2020
- 7. Optional Contract Terms:** Four (4) additional one (1) year renewals
- 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 June 3, 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. 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, 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 proposal submission.

11. Contact with County Staff:

Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

May 21, 2020	Issuance of RFP
June 3, 2020	Deadline for Submission of Questions (5:00 PM CT)
June 11, 2020	Deadline for Submission of Bids (2:00 PM CT) Late bids will not be accepted.
June 2020	Anticipated contract award date

III. Specifications

A. Introduction

Hays County, Texas is seeking a turn-key automated customer management queuing system that will allow customers to check in for services in our various County offices. The system will be serving a variety of County offices such as, but not limited to: Tax Assessor, District and County Court, District and County Clerk, Justice of the Peace, Constables, Elections, Development Services, Law Library, and District Attorney.

B. Scope of Work

The vendor to be hired is to provide the following services to the County, including, but not limited to, the following areas:

- Allow customers to schedule appointments online for our various County offices.
- Allow walk-in appointments.
- Allow customers to check-into various offices from multiple product types and give estimated wait times i.e. a kiosk, phone, etc.
- The System must be device agnostic to cell phone types and be web accessible.
- The System must be robust enough to allow for appointments on other days, not just same day appointments.
- The queuing system can be an application (app), website, or have multiple ways of display.
- Ability for Offices to set parameters for the appointments, for example, only allowing 4 appointments an hour.
- Each individual office should have an interface to accept and see those waiting for only their specific office and be able to control when to call in the next customer.
- The system must be able to serve multiple offices in multiple buildings and work sites.
- The Tax Office currently uses NEMO Q touch screens and would like to be able to currently utilize this hardware to save funds; however, if other equipment options are available the vendor shall provide the available equipment options.
- The system must be able to prioritize or call a customer out of turn if directed to by management for use with escalated customer.
- A centralized system reporting all offices within the main lobby of the building shall display the numbers each office is serving.
- Customers will receive a text when their number is called and will also see their name on a lobby screen as well as hear the number announced.
- Vendor will provide documentation for operational use, analytics, and report development, and technical support.
- Vendor will provide operational, functional, administration, reporting and any customization training necessary to manage and use the system.

Technical Support:

- Technical support should, at the very least, be available during the hours 7:30 am - 5:30 pm Monday through Friday central standard time.
- Response to reported problems must occur within one (1) hour, with problem resolution within four (4) hours unless otherwise agreed to by County.
- Contractors shall respond to requests for software support services regarding the licensed software in accordance with the procedures identified below. Vendors must include their escalation procedures with their proposals.

Incident Severity	Response Time	Resolution Time	Escalation Procedure
High Impact – software unusable	1 hour	Final resolution within 4 hours. Service interruptions longer than a day will be prorated, and a credit applied to the monthly bill	<Describe escalation procedure>
Medium Impact – software unusable with severely restricted functionality or performance	4 hours	Final resolution within 8 hours (1 Business Day) Service interruptions longer than a day will be prorated at 50% and a credit applied to the monthly bill	<Describe escalation procedure>
Low Impact – software useable with minor impact on functionality or performance	8 hours	Final Resolution within 40 hours (1 Business Week)	<Describe escalation procedure>

C. Qualifications

Hays County is seeking to contract with a competent vendor that has experience in customer management queuing systems. Specifically, it is seeking those persons or firms with the following qualifications:

- Must demonstrate that a customer management queuing system has been installed and operational in at least three (3) business jurisdictions, each of which must have five (5) branches with installed systems. Vendor must include a list of three business jurisdictions and a list of five branches with current contact information.
- Must demonstrate that the system in at least one (1) jurisdiction has been operational for a minimum of two (2) years.
- Vendor is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM).

Please provide within your proposal a list of past local government clients and types of projects implemented, as well as resumes for all employees who will or may be assigned to provide technical assistance to the County on this project should your company be awarded this contract.

D. Proposed Cost of Services

Please include a proposed cost including software, hardware, set-up, maintenance, annual or monthly fees, equipment charges, and any other direct costs to Hays County. Please note that Hays County will not use lowest/best bid as the sole basis for entering into this contract, but this will be evaluated in conjunction with the responses given to the sections above.

E. Questionnaire:

1. System functionality in providing on-line and real-time monitoring of customer flow as well as analytical and management reporting tools for efficient management of the customer service function.
2. System interface with the County's website for guiding customer decisions regarding which location they want to go to, e.g., wait times and appointment scheduling, with the customer using a PC or mobile device, and the system's ability to update individual customers.
3. System functionality with hardware options regarding desktop platform, tablets, display units (flat screens), kiosks, tickets, audible cues or other messaging mounted processes.
4. System ability to receive customer satisfaction info and report on it accordingly.
5. System hardware requirements, network requirements, and any other hardware or software elements that make the system fully functional.
6. Stability of and reputation of the organization and its track record of ongoing customer support and satisfaction.
7. Company experience serving governmental agencies.
8. System-wide back-up capabilities.
9. Typical response to customer service calls and the estimated time frame for issues resolution, for both system functionalities for customers and staff; in addition to equipment functionality.
10. Fee proposal, including software, hardware, set-up, maintenance, annual or monthly fees, equipment charges, and any other direct costs to the County.
11. On-line management reporting capabilities complete with screen prints as further explanation.
12. Provide a detailed scenario of the workflow of a typical queue from the customer first entering (whether in person or on-line) the queue to their exit from the clerk workstation. Please include the steps as they would typically occur for the customer, clerk, supervisor, etc. Please provide screen shots or other visual aids in the workflow document/diagram. The visual aids should include computer screen shots, kiosk screen shots and snapshots of typical monitor outputs.
13. Provide a detailed project implementation and training schedule, including a detailed timeline.
14. A detailed post implementation and support proposal.

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 on a thumb drive

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.

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 V 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

Proposals will be evaluated by Hays County staff. Proposals will be ranked according to the criteria outlined below.

<i>Criteria</i>	<i>Points</i>
<i>Price</i>	30
<i>General System Requirements</i>	20
<i>Customer Queue Workflow</i>	20
<i>Project Management</i>	10
<i>Post Implementation Support</i>	10
<i>References</i>	5
<i>Completeness of Proposal</i>	5
<i>Total Maximum Points</i>	100

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.

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 RFQ. 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 RFQ. 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.

I. Award of Contract

Upon review by the Evaluating Committee, recommendation will be made to the Hays County Commissioners Court to negotiate a contract with the highest scoring respondent.

The County reserves the right to accept in part or in whole any proposals submitted and waive any technicalities for the best interest of the County.

Respondent agrees, if the proposal it accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications, if any. The period for acceptance of the responses will be ninety (90) calendar days.

If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. No oral agreements either expressed or implied will be considered in fulfilling this contract.

J. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The successful 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, in terms of specifications, shall be basis for the termination of the contract by the property owner. The property owner shall not pay for services that are unsatisfactory.

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 executed as a result of this RFP shall be governed by the laws of the State of Texas.

DISADVANTAGE BUSINESS ENTERPRISES (DBE) GOAL: Hays County will require compliance with the State of Texas federally-approved DBE program and compliance with the requirements established by 49 CFR part 26. For some projects, Hays County may be required to set an aspirational goal, as recommended by the State, to secure a certain percentage of its competitively procured contracts with vendors that qualify as Disadvantaged Business Enterprises, as defined by the Act. Regardless of the project, Hays County, and qualified respondents, shall not discriminate on the basis of Race, color, national origin, or sex in the award and/or performance of the work described herein. Failure by the selected respondent to comply with the requirements described in this section will be considered a material breach of any contract that issues from this RFP and may result in the termination of that agreement or the assertion of other remedies by Hays County.

IV. General Terms and Conditions for Solicitations

Applicable To: Request for Proposals (RFP)

1. GENERAL DEFINITIONS:

- a. "Auditor" means the Hays County Auditor or his/her designee.
- b. "Commissioners Court" means Hays County Commissioners Court.
- c. "Contract" means the contract awarded pursuant to the RFP 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 HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

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

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

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

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

19. NON-WAIVER OF DEFAULT:

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

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days

shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

- a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
- b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
- c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. CONTRACTOR CLAIMS NOTIFICATION:

- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
 - i. The existence of the claim, or other action;
 - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
 - iii. The alleged basis of the claim, action or proceeding;
 - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

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

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

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.

- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

- a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
- e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

31. INTERPRETATION OF CONTRACT:

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

- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
 - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
 - ii. Method of shipment or packing.
 - iii. Place of deliveries.
 - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
 - v. Description of items to be provided.
 - vi. Time of performance (i.e. hours of day, days of week, etc)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

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

34. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
 - b. Provide County a waiver of subrogation.
 - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
 - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
 - e. Submit an original certificate of insurance reflecting coverage as follows:

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

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

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: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

Failure to return this document may disqualify your response from consideration.

If you do not have access to the link provided above please or have any questions please contact Purchasing at 512-393-5532.

VII. 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 Date Received _____	
1 Name of vendor who has a business relationship with local governmental entity. _____		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center;">_____</div> <div style="text-align: center;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-left: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. 		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 _____ <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Signature of vendor doing business with the governmental entity Date </div>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

Signature of Company Representative

Date

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

NOTARY SEAL

Notary Public in and for the State of Texas

Date

XI. 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

XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

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

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

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

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

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

Notary Public in and for the State of Texas

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

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

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

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

Name of Contracting Company

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

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIV. Exhibit for Federally-Funded Contracts Subject to Appendix II (2 CFR 200)

TERMINATION FOR CAUSE: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

TERMINATION FOR CONVENIENCE: County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.

DAVIS-BACON ACT – PREVAILING WAGE RATES: All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction of development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics may perform work in more than one classification for the time actually worked therein, provided that Contractor's

payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a)(1)(11) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

CONTRACT WORK HOURS AND SAFETY STANDARDS: If, in the course of fulfilling the terms of this Agreement, Contractor employs mechanics or laborers to perform work, Contractor recognizes that it must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor further recognizes that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

CLEAN AIR – CLEAN WATER: The Contractor under this contract/subcontract agrees as follows:

- a. To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this contract by the Contracting Local Organization.
- b. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was signed by the Contracting Local Organization unless and until the EPA eliminates the name of such facility or facilities from such listing.
- c. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- d. To insert the substance of the provisions of this article in any nonexempt subcontract, including this subparagraph.

DEBARMENT: Contractor certifies, to the best of its knowledge and belief, that it and its principals -

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

BYRD ANTI-LOBBYING CERTIFICATION: Contractor certifies, to the best of its knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure From to Report Lobbying", in accordance with its instructions.
- c. Contractor shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and that all subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

PROCUREMENT OF RECOVERED MATERIALS: The County seeks to comply with Section 6002 of the Solid Waste Disposal Act including "procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines." Contractor agrees to ensure the County's compliance with the above-stated Section 6002, if and when applicable to this Agreement. For the purposes of this Section, "Recovered Materials" means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.

XV. FHWA 1273 CERTIFICATION

I have read, understand, and agree to comply with the FHWA 1273 presented in Attachment C.
Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XVI. Related Party Disclosure Form



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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

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

Employee or Former Employee Name	Title

Name of Related Person	Title	Relationship

Section D: No Known Relationships

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

Attach additional pages if necessary.

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

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

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

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

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

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



Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form

Form SMS.4901
(Rev. 06/08)
Page 1 of 1

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #:		County:		Contract-CSJ:	
Items of work to be performed (attach a list of work items if more room is required):					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
Total					
<p>The contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE Subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the Contract DBE Special Provision.</p>					
IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.					
Prime Contractor:			Name/Title (please print):		
Address:			Signature:		
Phone:	Fax:				
E-mail:			Date:		
DBE:			Name/Title (please print):		
Vendor No.:			Signature:		
Address:					
Phone:	Fax:		Date:		
E-mail:					
Subcontractor (if the DBE will be a second tier sub):			Name/Title (please print):		
Address:			Signature:		
Phone:	Fax:				
E-mail:			Date:		

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

To ensure prompt and efficient handling of your project file we are requesting that all commitments to be presented to the Office of Civil Rights, using this basic format.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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 2 office buildings located at 100 Canyonwood Drive, Dripping Springs, Texas 78620.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 19, 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	SMITH	N/A

SUMMARY

Matt Trlica is proposing an OSSF to serve 2 office buildings. This system will accommodate up to 18 employees and up to 2 customers per day. This 1.486-acre tract of land is Lot 1032 in Sunset Canyon subdivision, Section 5 and will be served by a public water system. The system designer, Greg Nesbitt, R.S., has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be dispersed drip irrigation tubing for a maximum daily rate of 180 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

May 19, 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 #:
TRN-2020-3390-UTL

Road Name:
Greenridge Lane(Trench)

Utility Company:
DSWC



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 5/18/2020 .

Utility Company Information:

Name: Dripping Springs Water Supply Corporation

Address: 101 Hays Street Suite 416 Dripping Springs TX

Phone: 5124974409

Contact Name: AJ Gray

Engineer / Contractor Information:

Name: Dripping Springs Water Supply Corporation

Address: 101 Hays Street Suite 416 Dripping Springs TX 78620

Phone: 5124974409

Contact Name: AJ Gray

Hays County Information:

Utility Permit Number: TRN-2020-3390-UTL

Type of Utility Service: Potable Water

Project Description:

Road Name(s): Greenridge Lane, CR349 (Harmon Hill Cove), , , , ,

Subdivision:

Commissioner Precinct:

Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on 5/19/2020.

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

Permit Coordinator

05/13/2020

Signature

Title

Date

GENERAL CONSTRUCTION NOTES

1. NATURAL GRASS AND TREE AREAS SHALL BE LEFT UNDISTURBED AS MUCH AS POSSIBLE DURING CONSTRUCTION. ALL AREAS THAT HAVE BEEN DISTURBED DURING CONSTRUCTION SHALL BE RESEEDING IN ACCORDANCE WITH THE GUIDELINES OUTLINED IN THE PERMANENT EROSION CONTROL SPECIFICATIONS.
2. EXISTING UTILITIES SHOWN ON THE PLANS ARE FOR REFERENCE ONLY AND DO NOT NECESSARILY REPRESENT THE EXACT LOCATION OF SUCH FACILITIES, NOR IS IT IMPLIED THAT ALL EXISTING UTILITIES ARE SHOWN ON THE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. PRIOR TO EXCAVATION THE CONTRACTOR SHALL CALL TEXAS 811 AND LONESTAR 811.
3. THE CONTRACTOR SHALL REPAIR, AT HIS EXPENSE, ANY AND ALL EXISTING UTILITY MAINS AND SERVICES, DRAINAGE FACILITIES, DRIVEWAYS, CULVERTS, SIGNS, FENCES, MAIL BOXES, PROPERTY PINS, OR OTHER ITEMS DAMAGED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION OR BETTER.
4. THE CONTRACTOR SHALL ENSURE THAT ADEQUATE SAFETY PRECAUTIONS ARE MAINTAINED AT ALL TIMES REGARDING AREAS OF OPEN PIPE TRENCH. ALL PIPE TRENCH SHALL BE COVERED AT ALL TIMES WHEN CONSTRUCTION IS NOT IN PROGRESS. THE TRENCH COVERING SHALL BE CAPABLE OF SUPPORTING TRAFFIC LOADS.
5. CONTRACTOR SHALL NOTIFY ENGINEER/OWNER 48 HOURS PRIOR TO STREET CUTS.
6. ALL TRENCH SAFETY CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH OSHA SPECIFICATION. CONTRACT DOCUMENTS WHICH INCLUDE A TRENCH SAFETY PLAN AND A PAY ITEM FOR TRENCH SAFETY MEASURES, AND SHALL BE IN COMPLIANCE WITH TEXAS HOUSE BILLS 662, AND 665.
7. EXCESS SPOILS SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE AS DESIGNATED BY THE CITY/ENGINEER. DISPOSAL SHALL TAKE PLACE ROUTINELY AND SHALL ACCUMULATE FOR A PERIOD OF NOT MORE THAN 5 WORKING DAYS BEFORE DISPOSAL.

SPECIAL CONSTRUCTION NOTES

1. THE CONSTRUCTION SPECIFICATIONS CURRENT AT THE TIME OF BIDDING SHALL GOVERN MATERIAL AND METHODS USED TO DO THIS WORK.
2. CONTRACTOR MUST NOTIFY CITY AND/OR ENGINEER TO OBTAIN PERMISSION TO CUT STREETS AT LEAST 48 HOURS BEFORE BEGINNING ANY UTILITY CONSTRUCTION IN PUBLIC R.O.W. OR PUBLIC EASEMENT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITY LOCATIONS PRIOR TO ANY EXCAVATION. IN ADVANCE OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UTILITIES TO BE EXTENDED, TIED TO, OR ALTERED, OR SUBJECT TO DAMAGE/INCONVENIENCES BY THE CONSTRUCTION OPERATIONS.
4. PRIOR TO EXCAVATION THE CONTRACTOR SHALL CALL TEXAS 811 AND LONESTAR 811.

CONSTRUCTION SEQUENCING

THE INTENT OF THIS SEQUENCING IS TO ARRANGE CONSTRUCTION TO PERFORM WATER SYSTEM IMPROVEMENTS WITH A MINIMUM OF DISRUPTION AND WITH AS LITTLE WASTED EFFORT AND MATERIALS AS POSSIBLE.

1. PRE-CONSTRUCTION MEETING ATTENDED BY CONTRACTOR, ENGINEER, AND WSC STAFF, AS WELL AS GOVERNMENTAL/REGULATORY AGENCIES.
 2. LOCATE ALL UNDERGROUND UTILITIES AND OTHER OBSTRUCTIONS THROUGHOUT PROJECT.
 3. PROVIDE TRAFFIC SAFETY & CONTROL MEASURES, EROSION & SEDIMENTATION CONTROLS. PROVIDE TRENCH SAFETY SYSTEM PRIOR TO BEGINNING CONSTRUCTION.
 4. BEGIN CONSTRUCTION ON IMPROVEMENTS. KEEP ENGINEER/WSC UPDATED AT ALL TIMES OF CONSTRUCTION ACTIVITIES. INFORM ENGINEER/WSC IMMEDIATELY OF ANY DISCREPANCIES.
 5. COMPLETE CONSTRUCTION.
 6. PERFORM REQUIRED TESTS AND REPORT FINDINGS TO ENGINEER/OWNER.
 7. FINAL CLEAN UP AND DEMOBILIZATION.
- COORDINATION - ALL PHASES OF CONSTRUCTION SHALL BE COORDINATED WITH THE ENGINEER AT ALL CRITICAL POINTS SUCH AS LINE TESTING.
- FINAL STABILIZATION/ RE-VEGETATION IS REQUIRED PRIOR TO FINAL ACCEPTANCE.

UTILITY & EMERGENCY CONTACTS

THE UTILITY AND EMERGENCY CONTACTS ARE PROVIDED TO ASSIST THE CONTRACTOR AND ARE NOT INTENDED TO BE THE ONLY POSSIBLE LIST OF SERVICE PROVIDERS. THE RESPONSIBILITY OF CONTACTING ALL UTILITY PROVIDERS IN THE AREA REMAINS WITH THE CONTRACTOR.

ELECTRIC
FEDERNALES ELECTRIC COOP

WATER
DRIPPING SPRINGS WSC
101 HAYS ST., SUITE 416
DRIPPING SPRINGS, TEXAS 78620
CONTACT: MR. A.J. GRAY
512-856-7897

NOTES:

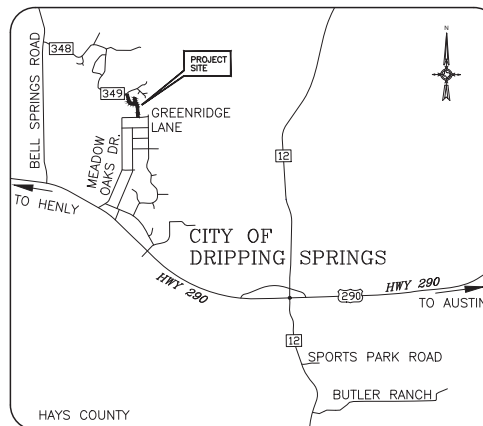
1. CONTRACTOR SHALL PROVIDE & INSTALL TRAFFIC CONTROL & SAFETY DEVICES PRIOR TO THE COMMENCEMENT OF WORK WITHIN R.O.W. IN ACCORDANCE W/ TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS BY TxDOT.

DRIPPING SPRINGS WATER SUPPLY CORPORATION GREENRIDGE LANE WATER LINE IMPROVEMENTS



BOARD MEMBERS:

PRESIDENT:	WILLIAM JACKSON
VICE PRESIDENT:	REX MILLER
SECRETARY/TREASURER:	MARK KEY
DIRECTOR:	TRAVIS CROW JIMMY SKIPTON
GENERAL MANAGER:	KYLE DANNHAUS
WATER OPERATIONS:	A.J. GRAY



PROJECT LOCATION MAP
NOT TO SCALE

SHEET INDEX

SHEET	DESCRIPTION
1	C1 COVER SHEET
2	2 OVERALL MAP & NOTES
3	W1 12" WATER LINE BEGIN TO STA. 5+00
4	W2 12" WATER LINE STA. 5+00 TO STA. 7+50
5	W3 12" WATER LINE STA. 7+50 TO END
6-8	D1-D3 STANDARD DETAILS
9	TCP(1-1)-18 TRAFFIC CONTROL PLAN STANDARD DETAIL

NOTES:

1. NO PORTION OF THE PROJECT SITE IS LOCATED WITHIN THE 100-YEAR FLOOD PLAIN PER FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP (FEMA MAP NO. 48209C0105F, EFFECTIVE DATE 9/2/2005).



HEJL, LEE & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING

206 TAYLOR STREET, HUTTO, TX 78634
Ph: (512) 642-3292

TXPE FIRM REGISTRATION NO. F-755
TBPLS FIRM REGISTRATION NO. 10058500

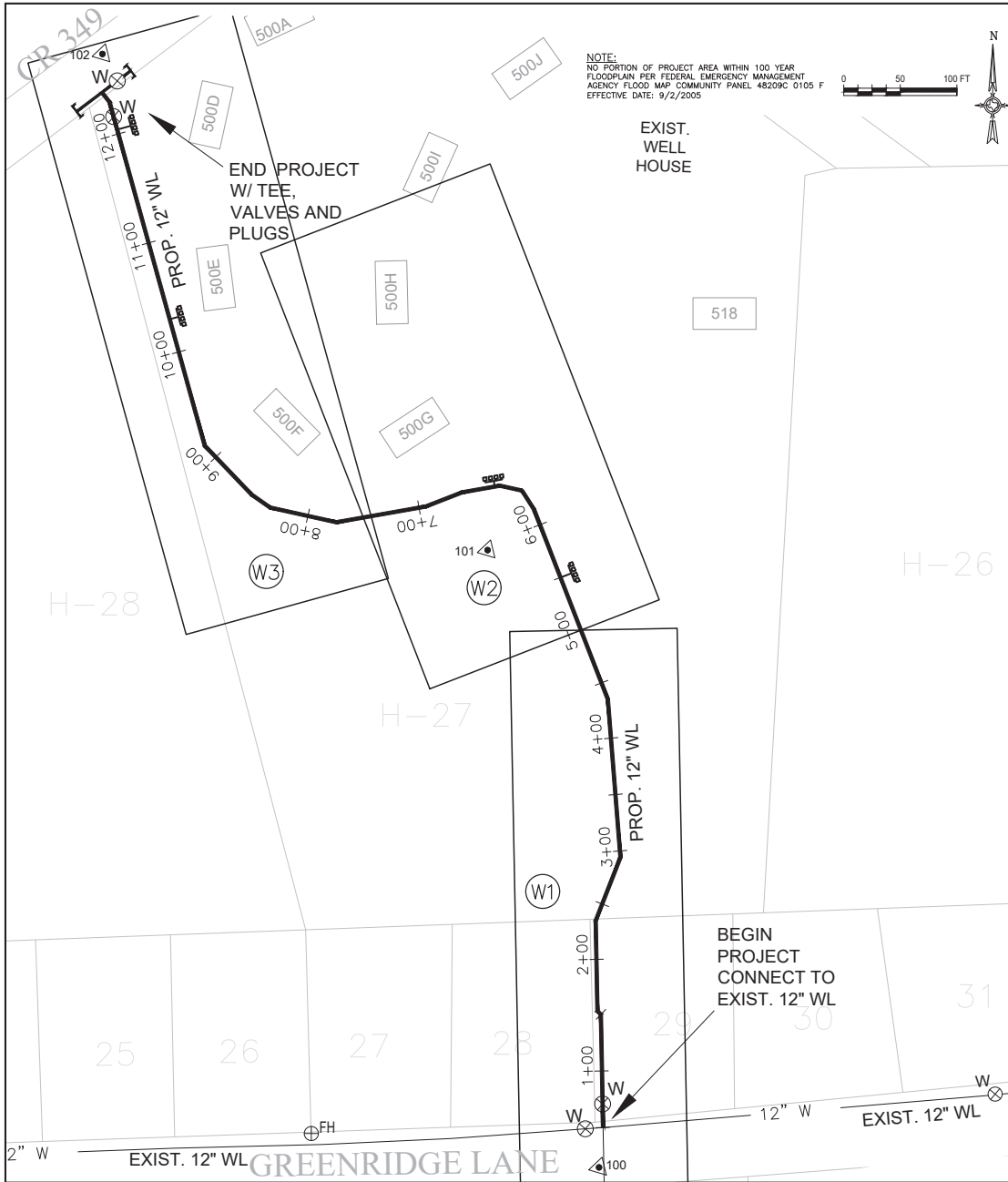
89501-G GL WL COVER.DWG

UPDATED: 5-4-2020

PROJECT NO. 89501-G

STT

C1



BENCHMARK				
NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
100	13990206.9238	2250840.1550	1330.97	PK NAIL
101	13990752.5610	2250741.6336	1344.95	5/8\"/>
102	13991191.0961	2250401.1717	1336.31	PK NAIL

LEGEND	
	EXISTING VALVE
	EXISTING FIRE HYDRANT
	EXISTING WATER LINE W/SIZE
	PROPOSED WATER LINE
	INDEX SHEET
	SURVEY CONTROL POINT
	PROP. QUAD WATER SERVICE
	APPROX. FUTURE HOUSE W/UNIT NUMBERS (BY OTHERS)

TCEQ WATER DISTRIBUTION SYSTEM GENERAL CONSTRUCTION NOTES

1. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D. WHEN CONFLICTS ARE NOTED WITH LOCAL STANDARDS, THE MORE STRINGENT REQUIREMENT SHALL BE APPLIED. AT A MINIMUM, CONSTRUCTION FOR PUBLIC WATER SYSTEMS MUST ALWAYS MEET TCEQ'S "RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS."
2. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)/NSF INTERNATIONAL STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
3. PLASTIC PIPE FOR USE IN PUBLIC WATER SYSTEMS MUST BEAR THE NSF INTERNATIONAL SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 PSI OR A STANDARD DIMENSION RATIO OF 26 OR LESS.
4. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF DRINKING WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY.
5. ALL WATER LINE CROSSINGS OF WASTEWATER MAINS SHALL BE PERPENDICULAR.
6. WATER TRANSMISSION AND DISTRIBUTION LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. HOWEVER, THE TOP OF THE WATER LINE MUST BE LOCATED BELOW THE FROST LINE AND IN NO CASE SHALL THE TOP OF THE WATER LINE BE LESS THAN 24 INCHES BELOW GROUND SURFACE.
7. THE MAXIMUM ALLOWABLE LEAD CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS, AND FIXTURES IS 0.25 PERCENT.
8. THE CONTRACTOR SHALL INSTALL APPROPRIATE AIR RELEASE DEVICES WITH VENT OPENINGS TO THE ATMOSPHERE COVERED WITH 16-MESH OR FINER, CORROSION RESISTANT SCREENING MATERIAL OR AN ACCEPTABLE EQUIVALENT.
9. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.
10. WHEN WATERLINES ARE LAID UNDER ANY FLOWING OR INTERMITTENT STREAM OR SEMI-PERMANENT BODY OF WATER, THE WATERLINE SHALL BE INSTALLED IN A SEPARATE, WATERTIGHT PIPE ENCASUREMENT, VALVES MUST BE PROVIDED ON EACH SIDE OF THE CROSSING WITH FACILITIES TO ALLOW THE UNDERWATER PORTION OF THE SYSTEM TO BE ISOLATED AND TESTED.
 - a. THE HYDROSTATIC LEAKAGE RATE FOR POLYVINYL CHLORIDE (PVC) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-600 AS REQUIRED IN 30 TAC §290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE:
$$Q=[L(D-(A+B))]/148,000$$
WHERE:
 - Q=THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR.
 - L=THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET.
 - D=THE NOMINAL DIAMETER OF THE PIPE, IN INCHES, AND
 - P=THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI).
 - a. THE HYDROSTATIC LEAKAGE RATE FOR DUCTILE IRON (DI) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-600 AS REQUIRED IN 30 TAC §290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE:
$$L=[SD-(A+B)]/148,000$$
WHERE:
 - Q=THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR.
 - L=THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET.
 - D=THE NOMINAL DIAMETER OF THE PIPE, IN INCHES, AND
 - P=THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI).
12. THE CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN THE PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE PROJECT ENGINEER FOR FURTHER DIRECTION. SEPARATION DISTANCES, INSTALLATION METHODS, AND MATERIALS UTILIZED MUST MEET §290.44(E)(1)-(4).
13. THE SEPARATION DISTANCE FROM A POTABLE WATERLINE TO A WASTEWATER MAIN OR LATERAL, MANHOLE OR CLEANOUT SHALL BE A MINIMUM OF NINE FEET. WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE POTABLE WATERLINE SHALL BE ENCASED IN A JOINT OF AT LEAST 150 PSI PRESSURE CLASS PIPE AT LEAST 18 FEET LONG AND TWO NOMINAL SIZES LARGER THAN THE NEW CONVEYANCE. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT FIVE-FOOT INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. THE ENCASUREMENT PIPE SHALL BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OR MANUFACTURED SEALANT [§290.44(E)(5)].
14. FIRE HYDRANTS SHALL NOT BE INSTALLED WITHIN NINE FEET VERTICALLY OR HORIZONTALLY OF ANY WASTEWATER LINE, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE REGARDLESS OF CONSTRUCTION [§290.44(E)(6)].
15. SUCTION MAINS TO PUMPING EQUIPMENT SHALL NOT CROSS WASTEWATER MAINS, WASTEWATER LATERALS, OR WASTEWATER SERVICE LINES. RAW WATER SUPPLY LINES SHALL NOT BE INSTALLED WITHIN FIVE FEET OF ANY TILE OR CONCRETE WASTEWATER MAIN, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE [§290.44(E)(7)].
16. WATERLINES SHALL NOT BE INSTALLED CLOSER THAN TEN FEET TO SEPTIC TANK DRAINFIELDS [§290.44(E)(8)].
17. THE CONTRACTOR SHALL DISINFECT THE NEW WATERLINES IN ACCORDANCE WITH AWWA STANDARD C-651-14 OR MOST RECENT, THEN FLUSH AND SAMPLE THE LINES BEFORE BEING PLACED INTO SERVICE. SAMPLES SHALL BE COLLECTED FOR MICROBIOLOGICAL ANALYSIS TO CERTIFY THE EFFECTIVENESS OF THE DISINFECTANT PROCEDURE WHICH SHALL BE REPEATED IF CONTAMINATION PERSISTS. A MINIMUM OF ONE SAMPLE FOR EACH 1,000 FEET OF COMPLETED WATERLINE WILL BE REQUIRED OR AT THE NEXT AVAILABLE SAMPLING POINT BEYOND 1,000 FEET AS DESIGNATED BY THE DESIGN ENGINEER [§290.44(F)(3)].
18. DECHLORINATION OF DISINFECTING WATER SHALL BE IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD C655-09 OR MOST RECENT.

WATER LINE SEPARATION REQUIREMENT

CONSTRUCTION FOR PUBLIC WATER SYSTEMS MUST ALWAYS, AT A MINIMUM, MEET TCEQ'S "RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS." SPECIAL ATTENTION MUST BE PAID TO ENSURE COMPLIANCE WITH 30 TAC 290.44(c) CONCERNING WATER LINE SEPARATION DISTANCES. WHEN WATER LINE CROSSES UNDER A SANITARY SEWER LINE, THE WATER LINE SHALL BE EITHER DUCTILE IRON OR STEEL PIPE WITH MECHANICAL OR WELDED JOINTS OR D18 PVC PIPE ENCASED IN 18-FOOT (OR LONGER) SECTION OF PIPE WHICH IS AT LEAST TWO NOMINAL PIPE DIAMETERS LARGER THAN THE WATERLINE, WITH A MINIMUM STIFFNESS OF 115 PSI AT 5% DEFLECTION MEETING THE REQUIREMENTS LISTED UNDER 30 TAC 290.44(c)(4)(b)(v)(i) AND SHALL PROVIDE AN ABSOLUTE MINIMUM OF ONE FOOT SPACING BETWEEN THE CROSSING LINES, AND THE JOINTS SHALL BE CENTERED. BOTH THE WATER LINE AND WASTEWATER LINE MUST PASS A PRESSURE AND LEAKAGE TEST AS SPECIFIED IN AWWA C600.

CONSTRUCTION NOTES

1. ALL PVC WATER LINE PIPE SHALL BE AWWA C-900 (DR-14) PIPE UNLESS OTHERWISE SPECIFIED.
2. ALL DIP SHALL BE AWWA C-151/115 CLASS 350 PIPE UNLESS OTHERWISE SPECIFIED.
3. ALL FIRE HYDRANT ASSEMBLIES, VALVES, PLUGS AND FITTINGS SHALL BE RESTRAINED USING MEGA LUG FITTINGS OR ENGINEER APPROVED EQUAL.
4. CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNER ON THE REMOVAL AND REPLACEMENT OF EXISTING FENCES. CONTRACTOR SHALL PROVIDE TEMPORARY FENCING AS REQUESTED. THE CONTRACTOR SHALL RETURN ALL FENCES, DISTURBED TO ORIGINAL OR BETTER CONDITION, ALL ASSOCIATED COSTS SHALL BE CONSIDERED SUBSIDIARY.
5. CONTRACTOR SHALL NOT LEAVE ANY TRENCH OPEN UNATTENDED. ALL TRENCHES SHALL BE BACKFILLED OR STEEL PLATED AT THE END OF WORKING DAY. NO DIRT SHALL BE STOCKPILED ON THE FORE SIDE OF DITCH. CONTRACTOR SHALL PROVIDE TEMPORARY FENCING AROUND WORK ACTIVITIES AND EQUIPMENT AS NECESSARY TO PROTECT LIVESTOCK OR PERSONNEL. ALL ASSOCIATED COSTS SHALL BE CONSIDERED SUBSIDIARY.
6. CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNER AND COUNTY TO ASSESS SERVICE INTERRUPTION OPTIONS AND PROCEDURES PRIOR TO ANY SERVICE INTERRUPTION. CONTRACTOR SHALL INCUR WATER SERVICE INTERRUPTION TO A MINIMUM. IN NO CASE SHALL THE SERVICE INTERRUPTION BE LONGER THAN 4 HOURS. ANY PROPOSED SERVICE INTERRUPTION SHALL BE NOTIFIED TO THE COUNTY AND PROPERTY OWNERS AT LEAST 24 HOURS IN ADVANCE. NO WATER SERVICE SHALL BE LEFT DISCONNECTED OVERNIGHT. ALL SERVICES SHALL BE RECONNECTED PRIOR TO THE END OF WORKING HOURS EACH DAY.
7. CONTRACTOR SHALL KEEP ALL STREETS FREE OF MUD AND DEBRIS. IF DIRECTED BY COUNTY/ENGINEER CONTRACTOR SHALL WASH DOWN STREETS AS NECESSARY TO REMOVE DIRT AND DEBRIS.
8. ALL BACKFILL FOR WATER LINES WITHIN PAVEMENT SHALL BE COMPACTED TO 98% STDP (UNLESS OTHERWISE SPECIFIED). ALL BACKFILL FOR WATER LINES NOT WITHIN PAVEMENT SHALL BE COMPACTED TO 95% STDP (UNLESS OTHERWISE SPECIFIED). CONTRACTOR TO PERFORM DENSITY TESTS (UPON OWNER/ENGINEER REQUEST) AT MIN. INTERVALS OF 500' OR AS DIRECTED BY ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TESTS (S) AND RE-TESTS AND SHALL INCUR ALL ASSOCIATED COSTS. TESTING COMPANY TO BE PRE-APPROVED BY OWNER/ENGINEER PRIOR TO START OF TESTING.
9. THE RIGHT-OF-WAY (R.O.W.) LINES SHOWN HEREON ARE BASED UPON THE AVAILABLE PLAT MAP AND WERE PLACED BY "BEST FIT" WITH EXISTING IMPROVEMENTS. PROPERTY MONUMENTATIONS FOUND AT THE TIME OF THE SURVEY HAVE SHOWN ON PLAN. NO EFFORT WAS MADE BY THE SURVEYOR TO PERFORM RECORDS RESEARCH TO DETERMINE EXTENTS OF EXISTING R.O.W.
10. ALL UTILITIES SHOWN ARE BY APPROXIMATE LOCATIONS ONLY AND ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO THE BEGINNING OF CONSTRUCTION.
11. CONTRACTOR SHALL REPAIR/RECONNECT EXISTING UTILITIES DISCONNECTED OR DAMAGED DURING CONSTRUCTION.
12. CONTRACTOR SHALL REMOVE AND REPLACE (AS NECESSARY) DRAINAGE STRUCTURES TO EQUAL OR BETTER CONDITION. NO ADDITIONAL PAY. CONTRACTOR SHALL RETURN THE GROUND AREA DISTURBED BY CONSTRUCTION ACTIVITY TO EQUAL OR BETTER CONDITION IN SUCH A MANNER AS NOT TO CHANGE THE ROUTE OF STORM WATER FLOW.
13. CONTRACTOR SHALL SURVEY AND RECORD EXISTING BAR DITCH FLOWLINE. PRIOR TO TRENCH EXCAVATION, UPON THE COMPLETION OF WATER LINE INSTALLATION, THE CONTRACTOR SHALL RESTORE THE DITCH TO MATCH ITS EXISTING FLOWLINE AND PERFORM AS-BUILT SURVEY OF DITCH FLOWLINE ELEVATIONS. NO ADDITIONAL PAY.
14. CONTRACTOR SHALL COORDINATE WITH COUNTY & ENGINEER ON THE ABANDONING OF WATER LINES TO ENSURE NO CONNECTIONS ARE LOST.

SCALE: AS SHOWN	DESIGN: FND	STATION: 100	DATE: 5-4-20
ENGINEERING: SURVEYING • PLANNING	DRAWN: STT	CHECKED: CL	REVISION: NO.
HEJL, LEE & ASSOCIATES, INC.			
ENGINEERING • SURVEYING • PLANNING			
206 TAYLOR STREET, HUTTO, TX 78634			
PHONE: 642-3292			
FAX: 642-3292			
TYPE FIRM NO. 10058500			
DIPPING SPRINGS WSC			
GREENRIDGE LANE			
WATER LINE IMPROVEMENTS			
OVERALL LAYOUT			
UPDATED: 5-4-20	PROJECT: 89501-G	SHEET 2	
OF			
FILE: GREENRIDGE OVERALLING			

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 cancelation of the Hays County Commissioners Court on May 26, September 1, and November 3, 2020.

ITEM TYPE

CONSENT

MEETING DATE

May 19, 2020

AMOUNT REQUIRED

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

JONES

N/A

SUMMARY

Court dates have been presented for cancelation due to the Memorial Day Holiday, County Association Conference date reschedule, and Election Day.

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 Justice of the Peace Pct. 1-2 Office to purchase two replacement Dell Latitude 5400 Laptops valued at \$2,100.32 utilizing the Justice Court Technology Fund and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 19, 2020	\$2,101

LINE ITEM NUMBER

112-626-00.5712_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Beth Smith	INGALSBE	N/A

SUMMARY

The JP1-2 Office is requesting approval to purchase two replacement laptops for the Justice of the Peace and the Justice Court Administrator. The current laptops are no longer under warranty or repairable. Funds are available in the JP Technology Fund for this purchase. No General Funds are required.

Budget Amendment:

Decrease Data Supplies: 112-626-00.5202

Increase Computer_Ops: 112-626-00.5712_400

Attachment: Dell Quote No.

DIR-TSO-3763

Contract #C000000006841



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000061193716.1
Total	\$2,100.32
Customer #	9657350
Quoted On	May. 14, 2020
Expires by	Jun. 13, 2020
Deal ID	17318888

Sales Rep	Chris Minchew
Phone	(800) 456-3355, 5138843
Email	Chris_Minchew@Dell.com
Billing To	ACCOUNTS PAYABLE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Chris Minchew

Shipping Group

Shipping To	Shipping Method
MARVA PEARCE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 INFORMATIONTECH SAN MARCOS, TX 78666-6250 (512) 393-2273	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	\$48.00	2	\$96.00
Dell Latitude 5400	\$963.47	2	\$1,926.94
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	\$38.69	2	\$77.38

Subtotal:	\$2,100.32
Shipping:	\$0.00
Non-Taxable Amount:	\$2,100.32
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$2,100.32

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MARVA PEARCE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL STE 1206
INFORMATIONTECH
SAN MARCOS, TX 78666-6250
(512) 393-2273

Shipping Method

Standard Delivery

		Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	\$48.00	2	\$96.00

Estimated delivery if purchased today:

May. 20, 2020

Contract # C000000006841

Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	470-ABQN	-	2	-
			Qty	Subtotal
Dell Latitude 5400		\$963.47	2	\$1,926.94

Estimated delivery if purchased today:

Jun. 10, 2020

Contract # C000000006841

Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Latitude 5400 BTX Base	210-ARXJ	-	2	-
I5-8365U Processor	379-BDLC	-	2	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	2	-
No AutoPilot	340-CKSZ	-	2	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	2	-
Intel Core i5-8365U Processor with Integrated Intel UHD 620 Graphics	338-BRMF	-	2	-
Intel vPro Technology Enabled	631-ACBI	-	2	-
8GB, 1x8GB, DDR4 Non-ECC	370-AECX	-	2	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BDXG	-	2	-
14" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Mic, WLAN/WWAN Capable, Privacy Shutter	391-BEIO	-	2	-
Dual Pointing, Contacted SmartCard Reader, Displayport over Type-C	346-BFJQ	-	2	-
Dual Pointing US English Backlit Keyboard	583-BFKP	-	2	-
Driver for Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEUN	-	2	-
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2, Bluetooth 5.0	555-BEDV	-	2	-
No Mobile Broadband Card	556-BBCD	-	2	-
4 Cell 68Whr ExpressCharge™ Capable Battery	451-BCIP	-	2	-
65W AC Adapter, 7.4mm Barrel	492-BBXF	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-
E5 US Power Cord	450-AAEJ	-	2	-
Latitude 5400 Quick Start Guide	340-CLYF	-	2	-

US Order	332-1286	-	2	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	2	-
Fixed Hardware Configuration	998-DNGJ	-	2	-
Regulatory Label, FCC	389-DPGZ	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell Developed Recovery Environment	658-BCUV	-	2	-
Dell Power Manager	658-BDVK	-	2	-
Dell Latitude 5400 SRV	658-BEGG	-	2	-
Direct Ship Info	340-AAPP	-	2	-
Smart Select MIN SHIP (DAO/BCC)	340-CMDY	-	2	-
8th Gen Intel Core i5 vPro processor label	389-CGJO	-	2	-
No Option Included	340-ACQQ	-	2	-
No Mouse	570-AADK	-	2	-
No Resource DVD / USB	430-XXYG	-	2	-
ENERGY STAR Qualified	387-BBNO	-	2	-
BTS/BTP Smart Selection Shipment (VS)	800-BBQH	-	2	-
EAN label	389-BKKL	-	2	-
No Removable CD/DVD Drive	429-AATO	-	2	-
Latitude 5400 bottom door	321-BEKW	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	2	-
Dell Limited Hardware Warranty	997-8317	-	2	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	2	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	2	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	2	-

Qty Subtotal

Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	\$38.69	2	\$77.38
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Estimated delivery if purchased today:
May. 22, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	A8685380	-	2	-

Subtotal:	\$2,100.32
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$2,100.32

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

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

Accept the Fiscal Year 2019 North Hays County Emergency Services District #1 Audit Report per Texas Health and Safety Code 775.082.

ITEM TYPE

CONSENT

MEETING DATE

May 19, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Marisol Villarreal-Alonzo

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report is attached.

NORTH HAYS COUNTY
EMERGENCY SERVICES DISTRICT #1

Financial Statements & Auditor's Report
For the Fiscal Year Ended
September 30, 2019

NORTH HAYS COUNTY EMERGENCY SERVICE DISTRICT #1

Annual Financial Report
For the Year Ended September 30, 2019

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Independent Auditor's Report

Board of Directors
North Hays County Emergency Services District #1
PO Box 1604
Dripping Springs, Texas 78620

We have audited the accompanying financial statements of the governmental activities of the North Hays County Emergency Services District #1 (the District) as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the North Hays County Emergency Service District #1's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the governmental activities of the District as of September 30, 2019 and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Required Supplementary Information

Accounting principles generally accepted in the United States of America requires that the management's discussion and analysis, and budgetary comparison be presented to supplement the basic financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Williams, Crow, Mask, LLP
February 28, 2020
San Antonio, Texas

Williams, Crow, Mask, LLP

NORTH HAYS COUNTY EMERGENCY SERVICES DISTRICT #1
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2019

Using this Annual Report

Within this section of the North Hays County Emergency Services District #1's (the District) annual report, the District's Board of Directors provide narrative discussion and analysis of the financial activities of the District for the fiscal year ended September 30, 2019. This analysis should be read in conjunction with the basic financial statements that follow this section.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of five components: (1) the independent auditor's report; (2) management's discussion and analysis (MD & A); (3) the government wide financial statements; (4) the fund financial statements and; (5) the notes to the financial statement. This report also contains other required supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The *government-wide financial statements* report information for the District as a whole. These statements include transactions and balances relating to all assets, including capital assets. These statements are designed to provide information about cost of services, operating results, and financial position of the District as an economic entity. The Statement of Net Position and the Statement of Activities report information on the District's activities that enable the reader to understand the financial condition of the District. These statements are prepared using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account even if cash has not yet changed hands.

The Statement of Net Position presents information on all of the District's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over a period of time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. Other non-financial factors, such as the District's property tax base and the condition of the infrastructure, need to be considered in order to assess the overall health of the District.

The Statement of Activities presents information showing how the District's net position changed during the year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future periods. This may include uncollected taxes and other revenues or expenses that are appropriated for the current year even though cash is not received or expended until the following year.

Fund Financial Statements

Funds may be considered as operating companies of the parent corporation (the District). Funds are segregated by specific activity. The District uses fund accounting to ensure and demonstrate compliance with finance related legal reporting requirements. The District uses only the governmental fund.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows* of spendable resources, as well as on *balances of spendable resources* available at the end of the year. Such information may be useful in evaluating the District's near-term financing requirements.

NORTH HAYS COUNTY EMERGENCY SERVICES DISTRICT #1
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2019

Fund Financial Statements (continued)

Governmental Funds(continued)

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The District maintains one governmental fund. Information is presented in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund. The District adopts an annual non-appropriated budget for the general fund. A budgetary comparison schedule has been provided to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

Financial Analysis of the District as a Whole

The District's overall financial position and operations for the past year is summarized as follows based on the information included in the government-wide financial statements.

Financial Highlights and Analysis

- The assets of the District exceeded its liabilities at the close of the fiscal year by \$2,793,846
- The District's net position increased during the year by \$787,031
- The District's tax revenues, including penalty and interest Collections, increased by \$886,608

Overall Financial Position of the District

The following condensed financial statements present the District's overall financial position and operations for the current year and the preceding year. The government-wide financial statements are shown first followed by the governmental fund financial statements.

NORTH HAYS COUNTY EMERGENCY SERVICES DISTRICT #1
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2019

Government-Wide Financial Statements

Summary of Net Position

	<u>2019</u>	<u>2018</u>
Assets		
Cash and investments	\$ 1,994,613	1,345,220
Capital assets (net)	749,413	625,213
Taxes receivable (net)	30,005	33,082
Other current assets	<u>19,815</u>	<u>3,300</u>
Total Assets	<u>2,793,846</u>	<u>2,006,815</u>
Net position:		
Net investments in capital assets	749,413	238,638
Restricted	-	52,338
Unrestricted	<u>2,044,433</u>	<u>1,715,839</u>
Total Net Position	<u>2,793,846</u>	<u>2,006,815</u>
Total Liabilities and Net Position	<u>\$ 2,793,846</u>	<u>2,006,815</u>

Summary of Statement of Activities

	<u>2019</u>	<u>2018</u>
Revenues		
Taxes, penalties and interest	\$ 2,436,865	1,550,257
Investment income	42,094	22,506
Other income	<u>2,679</u>	<u>-</u>
Total Revenues	2,481,638	1,572,763
Expenses		
Service	1,233,530	949,374
Administration	257,430	215,615
Tax collection expense	16,042	12,914
Depreciation	<u>194,137</u>	<u>121,232</u>
Total Expenditures	<u>1,701,139</u>	<u>1,299,135</u>
Excess of revenues over expenditures	<u>780,499</u>	<u>273,628</u>
Gain on sale of assets	<u>6,532</u>	<u>16,401</u>
Change in Net Position	787,031	290,029
Net Position, beginning of year	2,006,815	1,716,996
Prior adjustment	-	(210)
Net Position, end of year	<u>\$ 2,793,846</u>	<u>2,006,815</u>

NORTH HAYS COUNTY EMERGENCY SERVICES DISTRICT #1
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2019

Capital Assets and Cash

Capital assets held by the District at the end of the current fiscal year are summarized as follows:

	<u>Capital Assets</u>	
	<u>2019</u>	<u>2018</u>
Land	\$ 65,870	65,870
Building and leaseholds	170,244	170,244
Vehicles	639,798	620,473
Equipment - electronics	421,733	252,646
Furniture and fixtures	<u>9,095</u>	<u>9,095</u>
	1,306,740	1,118,328
Less accumulated depreciation	<u>(557,327)</u>	<u>(493,115)</u>
Net Capital Assets	<u>\$ 749,413</u>	<u>625,213</u>

Cash and Investments

	<u>2019</u>	<u>2018</u>
Broadway Bank	\$ 203,574	210,869
Texpool Investments	<u>1,791,039</u>	<u>1,134,351</u>
Total	<u>\$ 1,994,613</u>	<u>1,345,220</u>

Governmental Fund Financial Statements

Summary of Governmental Funds Balance Sheet

	<u>2019</u>	<u>2018</u>
Assets		
Current and other assets	\$ 1,994,613	1,345,220
Taxes receivable (net)	30,005	33,082
Other assets	<u>19,815</u>	<u>3,300</u>
Total Assets	<u>\$ 2,044,433</u>	<u>1,381,602</u>
Liabilities and Deferred Inflow of Resources		
Deferred inflow of resources	<u>24,765</u>	<u>33,082</u>
Total Liabilities	<u>24,765</u>	<u>33,082</u>
Fund Balance		
Restricted	-	52,338
Unrestricted	<u>2,019,668</u>	<u>1,296,182</u>
Total Fund Balance	<u>2,019,668</u>	<u>1,348,520</u>
Total Liabilities and Fund Balances	<u>\$ 2,044,433</u>	<u>1,381,602</u>

NORTH HAYS COUNTY EMERGENCY SERVICES DISTRICT #1
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2019

**Summary of Governmental Fund Revenues, Expenditures and
Changes in Fund Balance**

	<u>2019</u>	<u>2018</u>
Revenues		
Taxes, penalties and interest	\$ 2,445,182	1,542,187
Investment income	42,094	22,506
Other income	<u>2,679</u>	<u>-</u>
Total Revenues	2,489,955	1,564,693
Expenditures		
Service	1,233,530	949,374
Administration	257,430	215,615
Tax collection expense	<u>16,042</u>	<u>12,914</u>
Total Expenditures	<u>1,507,002</u>	<u>1,177,903</u>
Excess of Revenues over Expenditures	982,953	386,790
Other financing activities		
Gain on sale of assets	6,532	16,401
Capital expenditures	<u>(318,337)</u>	<u>(386,574)</u>
Fund balance – beginning of year	1,348,520	1,331,903
Change in fund balance	<u>671,148</u>	<u>16,617</u>
Fund balance -end of year	<u>\$ 2,019,668</u>	<u>1,348,520</u>

Economic Factors and Next Year's Budget and Rates

Property Tax Base

The District's fiscal year 2019 certified taxable value was \$63,840,720. The fiscal year 2019 total adopted tax rate was based on \$0.0300/\$100.00 of value.

Budget

For the fiscal year ending September 30, 2019, the District's budget remained virtually unchanged from the previous fiscal years. The District expects future revenues to show modest increases as the tax base increases. The District does not anticipate any major expenditures or significant changes in its expenditures in the near future.

The Board is developing a long-term strategic plan that will service the greater Dripping Springs and Northwest Hays County areas for the next ten years. Due to the unusually large amount of surface area and the area's unique topography, the Board's strategic plan will attempt to increase the number of emergency stations located throughout the service area.

NORTH HAYS COUNTY EMERGENCY SERVICE DISTRICT #1
Statement of Net Position and Governmental Funds Balance Sheet
September 30, 2019

	Governmental Funds	Adjustments	Statement of Net Position
Assets			
Cash and cash equivalents	\$ 203,574	-	203,574
Investments	1,791,039	-	1,791,039
Taxes receivable, net	24,765	-	24,765
Due from Tax Collector	5,240	-	5,240
Prepaid expenses	15,997	-	15,997
Capital assets (net)	-	749,413	749,413
Other current assets	3,818	-	3,818
Total Assets	<u>2,044,433</u>	<u>749,413</u>	<u>2,793,846</u>
Deferred inflow of resources			
Unavailable revenue -- property taxes	24,765	(24,765)	-
Total Deferred Inflows of Resources	<u>24,765</u>	<u>(24,765)</u>	<u>-</u>
Fund Balance			
Unassigned	2,019,668	(2,019,668)	-
Total Fund Balances	<u>2,019,668</u>	<u>(2,019,668)</u>	<u>-</u>
Total Liabilities and Fund Balances	<u>\$ 2,044,433</u>	<u>(2,044,433)</u>	<u>-</u>
Net Position			
Net investment in capital assets		749,413	749,413
Unrestricted		2,044,433	2,044,433
Total Net Position		<u>\$ 2,793,846</u>	<u>2,793,846</u>

See accompanying notes to financial statements

NORTH HAYS COUNTY EMERGENCY SERVICE DISTRICT #1

Statement of Activities and Governmental Funds Revenue, Expenditures and Changes in Fund Balances September 30, 2019

	<u>Governmental Funds</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
Revenues			
Property taxes	\$ 1,713,486	(8,317)	1,705,169
Sales taxes	723,381	-	723,381
Penalties and interest	8,315	-	8,315
Investment income	42,094	-	42,094
Donations	<u>2,679</u>	<u>-</u>	<u>2,679</u>
Total Revenues	2,489,955	(8,317)	2,481,638
Expenditures			
Service	1,233,530	-	1,233,530
Administration	257,430	-	257,430
Tax collection expense	16,042	-	16,042
Depreciation	<u>-</u>	<u>194,137</u>	<u>194,137</u>
Total Expenditures	1,507,002	194,137	1,701,139
Excess (deficiency) of Revenues over Expenditures	982,953	(202,454)	780,499
Other Financing Activities			
Gain on sale of assets	6,532	-	6,532
Capitalized expenses	<u>(318,337)</u>	<u>318,337</u>	<u>-</u>
Total Other Financing Activities	(311,805)	318,337	6,532
Change in fund balance and net position	671,148	(520,791)	787,031
Fund balance and net position			
Beginning of the year	1,348,520	658,295	2,006,815
End of the year	<u>\$ 2,019,668</u>	<u>774,178</u>	<u>2,793,846</u>

See accompanying notes to financial statements

NORTH HAYS COUNTY EMERGENCY SERVICE DISTRICT #1

Reconciliation of the Governmental Funds
to the Statement of Net Position
September 30, 2019

Total fund balance for government funds \$ 2,019,668

Amounts reported for governmental activities in the Statement of Net Position
are different because:

Capital assets used in governmental activities are not financial resources
and therefore, not reported in the governmental funds.

Capital assets, net of depreciation \$ 749,413

Other reclassifications and eliminations are necessary to convert from
the modified accrual basis of accounting. These include adjusting
property tax revenue and eliminating unavailable revenue.

24,765

Net position in Governmental Activities \$ 2,793,846

See accompanying notes to financial statements.

NORTH HAYS COUNTY EMERGENCY SERVICE DISTRICT #1

Reconciliation of the Statement of Revenues, Expenditures,
and Changes in Fund Balance of Governmental Funds
September 30, 2019

Net changes in fund balances – total governmental funds \$ 671,148

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital outlay

318,337

Depreciation

(194,137)

Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the governmental fund.

(8,317)

Change in Net Position of Governmental Activities

\$ 787,031

See accompanying notes to financial statements

NORTH HAYS COUNTY EMERGENCY SERVICE DISTRICT #1

Notes to Basic Financial Statements

September 30, 2019

1) Creation of District

In 1988 the voters of North Hays County and the Commissioners Court of Hays County, Texas approved the formation of North Hays County Emergency Services District # 1 under Article III, Section 48-E of the Texas Constitution. That District operated under the Health and Safety code found in Chapter 775, Emergency Services Districts.

In a special election on May 2, 1988, the voters elected to create a new district, the Wimberley, Hays County Emergency Services District #3. With the election and separation of the Wimberley District, the remainder of North Hays County Emergency Services District # 1 covers the Dripping Springs area of the county.

2) Summary of Significant Accounting Policies

The accounting policies of the District conform to accounting principles generally accepted in the United States of America. The following is a summary of the most significant policies.

Reporting Entity

The District is a governmental unit of the state with powers to acquire and sell real and personal property, enter into contracts, impose and collect taxes, accept donations, and to lease, own, maintain and operate and provide emergency services vehicles and other equipment to provide emergency services.

The District has adopted GASB Statement No. 61(*The Financial Reporting Entity: Omnibus*). Using this criteria, the District has no component units.

Government-Wide and Fund Financial Statements

The government-wide and fund financial statements are presented on one schedule and are interrelated. The statement of net position and the statement of activities display information on all of the nonfiduciary activities of the District. For the most part, the effect of interfund activity has been removed from these statements.

The statement of net position presents the District's nonfiduciary assets and deferred outflows of resources and liabilities and deferred inflows of resources, with the difference reported as net position. The governmental activities are reported on the full accrual, economic resource basis, which recognizes all long-term assets and receivables, as well as long-term debt and obligations.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by revenue. Direct expenses are those that are clearly identifiable with a specific function. Revenue includes (1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment and (2) grants, contributions and interest that are restricted to meeting the operational or capital requirements of a particular function or segment. Property taxes and other items are reported as revenues.

NORTH HAYS COUNTY EMERGENCY SERVICE DISTRICT #1

Notes to Basic Financial Statements

September 30, 2019

2) Summary of Significant Accounting Policies (continued)

Government-Wide and Fund Financial Statements (continued)

The fund financial statements of the District are organized into funds, each of which is considered a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, deferred inflows/outflows, fund balance, revenues and expenditures. Government resources are allocated to and accounted for the purpose of carrying on specific activities in accordance with laws, regulations or other appropriate requirements.

Governmental funds are those through which most governmental functions typically are financed. Governmental fund reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to various governmental funds according to the purposes for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets plus deferred outflows of resources and liabilities plus deferred inflows of resources is reported as fund balance. The following is the District's major governmental funds:

The General fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Measurement Focus and Basis of Accounting

The government-wide financial statements use the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenue in the year for which they are levied.

Governmental fund financial statements are organized on the basis of funds, each of which is considered to be separate accounting entity. They use the modified accrual basis of accounting. Revenue is recognized in the accounting period in which it becomes both available and measurable to finance expenditures of the current period. For this purpose, the government considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Revenues susceptible to accrual include interest earned on investments and income from District operations. Property tax revenues are generally recognized in the period for which the tax levy was made. Property taxes receivable at the end of the fiscal year are treated as deferred revenues because they are not considered available to pay liabilities of the current period. The District levies taxes for debt service purposes only, and all related liabilities had been paid by the end of the year.

Expenditures are recognized in the accounting period in which the liability is incurred, if measurable, except for unmatured interest on long-term debt (if any), which is recognized when due.

Budget

The budget is adopted by the Board and presented in the accompanying financial statements on the budgetary basis. The budget is not legally binding. Annual appropriations lapse at the end of the fiscal year.

NORTH HAYS COUNTY EMERGENCY SERVICE DISTRICT #1

Notes to Basic Financial Statements

September 30, 2019

2) Summary of Significant Accounting Policies (continued)

Investments

The District classifies investments, which have a remaining maturity of one year or less at the date of purchase, as money market investments. The District values these funds at cost. The District's certificates of deposit, if any, are recorded also at cost.

Temporary investments consist of deposits in Tex-Pool, which is a public funds investment pool and are stated at cost, which approximates fair value and certificates of deposit at local banks.

Taxes Receivable

All receivables are reported at their gross value and are reduced by the estimated portion that is expected to be uncollectible. The estimated uncollectible is 5% of the outstanding tax receivable. At September 30, 2019, the District's taxes receivable consisted of \$31,584 less an allowance of \$1,579.

Capital Assets

Capital assets, which include land and infrastructure, are reported in the government-wide financial statements. The district defines capital assets as assets with an initial valued cost of \$2,500 and an estimated useful life in excess of one year. Capital assets are recorded at historical cost or estimated historical cost. Donated capital assets are recorded at the estimated fair market value at the date of donation. The District has not capitalized interest incurred during the construction of its capital assets.

The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized. Capital assets are depreciated over their remaining useful lives using the straight-line method as follows:

	Est. Depreciable Life
Vehicles	5 Yrs.
Equipment-Electronic	5 Yrs.
Equipment and Furniture	5 Yrs.

Fund Equity/ Restricted Assets

In the fund financial statements, restricted equity balances represent those portions of fund balance not appropriable for expenditures or legally segregated for a specific future use. Unassigned fund balances represent available balances for the District's future use.

Use of Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect certain reported amounts and disclosure. Accordingly, actual results could differ from those estimates.

NORTH HAYS COUNTY EMERGENCY SERVICE DISTRICT #1

Notes to Basic Financial Statements

September 30, 2019

3) Cash and Temporary Investments

Cash consists of checking and savings accounts. Investments consist of Tex-Pool. The carrying amounts for cash and temporary investment balances by fund at September 30, 2019, are as follows:

<u>Institution</u>	<u>Balances at End of Year</u>	<u>Interest Earned During Year</u>
Cash and Equivalents:		
Checking – Broadway - 1575	\$ 30,225	-
Savings – Broadway - 1575	<u>173,349</u>	<u>217</u>
Temporary Investments:		
TexPool	<u>1,791,039</u>	<u>41,877</u>
	<u>\$ 1,994,613</u>	<u>42,094</u>

Investment Policies

The District has adopted a written investment policy, as required by the Public Funds Investment Act, Chapter 2256, and Texas Government Code. The investments of the District are in compliance with their investment policies.

State statutes and provisions, included in the District's bond resolution, require that all funds invested in depository institutions be covered by federal depository insurance and/or pledged collateral. The types of collateral to be pledged to secure District demand deposits and investments are stated in the District's Investment Policy. Balances in demand accounts and investments were entirely covered by federal depository insurance or pledged collateral held by the District's agent bank in the District's name.

Investment Pool

The State Comptroller of Public Accounts exercises oversight responsibility of Tex-Pool, the Texas Local Government Investment Pool. Oversight includes the ability to significantly influence operations, designation of management and accountability for fiscal matters. Additionally, the State Comptroller has established an advisory board composed of both Participants in Tex-Pool and other persons who do not have a business relationship with Tex-Pool. The Advisory Board members review the investment policy and management fee structure. Tex-Pool is rated AAA by Standard & Poor's. Tex-Pool operates in a manner consistent with the SEC's Rule 2.a.7 of the Investment Company Act of 1940. Tex-Pool uses amortized cost rather than market value to report net assets to compute share prices. Accordingly, the fair value of the position in Tex-Pool is the same as the value of Tex-Pool shares.

NORTH HAYS COUNTY EMERGENCY SERVICE DISTRICT #1

Notes to Basic Financial Statements

September 30, 2019

4) Property Taxes

All property values and exempt status, if any, are determined by the Hays County Appraisal District. Taxes are levied after receipt of the certified tax roll, are due upon receipt and are delinquent the following January 31st, at which time a tax lien attaches to the related property. Penalty and interest attach thereafter.

Property Tax Summary

Operating taxes as adjusted	\$ 1,688,673
Debt service	-
Total taxes	\$ 1,688,673
Base assessment	\$ 60,309,750

Tax rate = \$2.80/100

5) Capital Assets

A summary of changes in capital assets for the year ended September 30, 2019 is as follows:

	Beginning Balance	Additions	Dispositions	Ending Balance
Land	\$ 65,870	-	-	65,870
Building	159,954	-	-	159,954
Building – leaseholds	10,290	-	-	10,290
Vehicles	620,473	149,250	129,925	639,798
Equipment	252,646	169,087	-	421,733
Furniture and fixtures	9,095	-	-	9,095
Total	1,118,328	318,337	129,925	1,306,740
Depreciation	(493,115)	(194,137)	129,925	(557,327)
Net Assets	\$ 625,213	124,200	-	749,413

6) Commitments

Effective April 1, 2017, the District entered into an agreement with SMHC EMS to provide services related to operations and EMS. Under this contract, SMHC EMS must provide all personnel and administration related to these services.

7) Risk Management

The District is exposed to various risks of loss related to torts: theft of, damage to, and destruction of assets; errors and omissions; personal injuries; and natural disasters. The risk of loss is covered by commercial insurance. There have been no significant reductions in insurance coverage. Settlement amounts have not exceeded insurance coverage for the current year or the three prior years.

NORTH HAYS COUNTY EMERGENCY SERVICES DISTRICT #1
BUDGETARY COMPARISON SCHEDULE- GOVERNMENTAL FUNDS
Year Ended September 30, 2019

	Original and Final Budget	Actual	Variance Positive (Negative)
Revenues	\$ 2,275,995	2,489,955	213,960
Expenses			
Contract Service Expenditures	1,408,420	1,233,530	174,890
Administrative Expenditures			
Wages	109,960	80,382	29,578
Payroll taxes	-	6,557	(6,557)
Benefits	-	6,140	(6,140)
Payroll processing	3,663	4,000	(337)
Accounting fees	8,798	12,145	(3,347)
Advertising fees	8,876	3,680	5,196
Auditing	5,723	5,750	(27)
Bank fees	50	44	6
Dues and publications	1,300	2,853	(1,553)
Equipment maintenance	17,835	11,596	6,239
Insurance- building	3,716	3,719	(3)
Insurance – liability	1,700	1,700	-
Legal	28,668	18,805	9,863
License and permits	60	9	51
Miscellaneous	64,000	2,267	61,733
Office expenses	5,958	13,805	(7,847)
Opticom lease	13,200	10,718	2,482
Postage and freight	54	79	(25)
Recruiting	-	9,796	(9,796)
Rents	39,600	39,600	-
Repair and maintenance –building	21,000	10,099	10,901
Telephone and communications	2,897	3,169	(272)
Travel	6,000	3,429	2,571
Utilities	9,766	7,088	2,678
Total administrative expenditures	352,824	257,430	95,394
Tax Collection Expenditures			
Appraisal District expenses	12,100	11,250	850
Tax collector expenses	52,416	4,792	47,624
Total tax collection expenditure	64,516	16,042	48,474
Total Expenses	1,825,760	1,507,002	318,758
Excess (deficiency) of revenues over (under) expenditures	450,235	982,953	532,718
Gain on sale of assets	-	6,532	6,532
Purchase of capital items	(402,000)	(318,337)	83,663
Net change in fund balance	\$ 48,235	671,148	622,913

NORTH HAYS COUNTY EMERGENCY SERVICES DISTRICT #1
COMPARATIVE SCHEDULE OF STATEMENT OF REVENUES AND EXPENDITURES
Year Ended September 30, 2019

	<u>2019</u>	<u>2018</u>
Revenues	2,489,955	1,564,693
Expenses		
Contract Service Expenditures	1,233,530	949,374
Administrative Expenditures		
Wages	80,382	71,692
Payroll taxes	6,557	5,500
Benefits	6,140	8,177
Payroll processing	4,000	3,495
Accounting fees	12,145	8,620
Advertising fees	3,680	4,075
Auditing	5,750	5,450
Bank fees	44	56
Dues and publications	2,853	2,355
Equipment maintenance	11,596	12,986
Insurance- building	3,719	3,727
Insurance – liability	1,700	1,700
Legal	18,805	12,789
License and permits	9	7
Miscellaneous	2,267	20,111
Office expenses	13,805	7,937
Opticom lease	10,718	-
Postage and freight	79	54
Recruiting	9,796	-
Rents	39,600	18,900
Repair and maintenance – building	10,099	15,515
Telephone and communications	3,169	2,701
Travel	3,429	2,562
Utilities	<u>7,088</u>	<u>7,206</u>
Total administrative expenditures	257,430	215,615
Tax Collection Expenditures		
Appraisal District fees	11,250	10,119
Tax collector fees	<u>4,792</u>	<u>2,795</u>
Total tax collection expenditure	<u>16,042</u>	<u>12,914</u>
Total Expenses	<u>1,507,002</u>	<u>1,177,903</u>
Revenues in excess of expenses	982,953	386,790
Gain on sale of assets	6,532	16,401
Capital expenses	<u>(318,337)</u>	<u>(386,574)</u>
Excess (deficiency) of Revenues	<u>\$ 671,148</u>	<u>16,617</u>

*Number of persons employed by the District: 1 Full- time 1 Part-time

NORTH HAYS COUNTY EMERGENCY SERVICES DISTRICT #1
COMPARATIVE SCHEDULE OF STATEMENT OF ACTIVITIES
Year Ended September 30, 2019

	<u>2019</u>	<u>2018</u>
Revenues	2,481,638	1,572,763
Expenses		
Contract Service Expenditures	1,233,530	949,374
Administrative Expenditures		
Wages	80,382	71,692
Payroll taxes	6,557	5,500
Benefits	6,140	8,177
Payroll processing	4,000	3,495
Accounting fees	12,145	8,620
Advertising fees	3,680	4,075
Auditing	5,750	5,450
Bank fees	44	56
Dues and publications	2,853	2,355
Equipment maintenance	11,596	12,986
Insurance- building	3,719	3,727
Insurance – liability	1,700	1,700
Legal	18,805	12,789
License and permits	9	7
Miscellaneous	2,267	20,111
Office expenses	13,805	7,937
Opticon lease	10,718	-
Postage and freight	79	54
Rate notification expenses	9,796	-
Rents	39,600	18,900
Repair and maintenance – building	10,099	15,515
Telephone and communications	3,169	2,701
Travel	3,429	2,562
Utilities	<u>7,088</u>	<u>7,206</u>
Total administrative expenditures	257,430	215,615
Tax Collection Expenditures		
Appraisal District fees	11,250	10,119
Tax collector fees	<u>4,792</u>	<u>2,795</u>
Total tax collection expenditure	<u>16,042</u>	<u>12,914</u>
Depreciation	194,137	121,232
Total Expenses	<u>1,701,139</u>	<u>1,299,135</u>
Revenues in excess of expenses	780,499	273,628
Gain on sale of assets	6,532	16,401
Excess (deficiency) of Revenues	<u>\$ 787,031</u>	<u>290,029</u>

*Number of persons employed by the District: 1 Full- time 1 Part-time

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

Accept the Fiscal Year 2019 Hays County Emergency Services District #6 Audit Report per Texas Health and Safety Code 775.082.

ITEM TYPE

CONSENT

MEETING DATE

May 19, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Marisol Villarreal-Alonzo

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report is attached.



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS

SEPTEMBER 30, 2019

COPY



Montemayor Britton Bender PC
CERTIFIED PUBLIC ACCOUNTANTS

Board of Fire Commissioners
Hays County Emergency Services District #6

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying financial statements of the governmental activities and general fund of the Hays County Emergency Services District #6 (District), as of and for the year ended September 30, 2019, which collectively comprise the District's basic financial statements and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.



Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the general fund of the District as of September 30, 2019, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedule of changes in the net pension liability and related ratios-TCDRS, the schedule of contributions-TCDRS, the schedule of proportionate share of net pension liability-TESRS, the schedule of contributions-TESRS, and the budgetary comparison information on pages 3 through 8 and on pages 27 through 30 to be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Montemayor Britton Bender PC

April 13, 2020
Austin, Texas

**HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)
SEPTEMBER 30, 2019**

The following is a narrative overview and analysis of the financial activities of Hays County Emergency Services District #6 ("the District") for the fiscal year ended September 30, 2019. This discussion and analysis are intended to serve as an introduction to the District's basic financial statements, which have the following components: (1) management's discussion and analysis (MD&A), (2) basic financial statements, (3) notes to the financial statements, and (4) budget comparison.

Financial Highlights

- The District's ad valorem tax rate remained at 7.95¢ per \$100 of assessed valuation for the fiscal year ended September 30, 2019. The statutory limit, as established by the State of Texas constitution, is 10¢ per \$100 of assessed valuation.
- Overall the district incurred a net increase to the fund balance of \$2,057,258. The increase was more than prior year increases due to increased ad valorem and sales tax revenue. Total expenses increased by \$609,891 from prior year mainly due to increased payroll, interest and depreciation expenses.
- Current and other assets increased by \$4,570,855 as a result of an increase to cash, short-term investments, and capital assets.
- The District increased its lease and loan debt by \$1,923,415 as a result of purchasing new capital assets.

Explanation of the Financial Statements

The MD&A is intended to serve as an introduction to the basic financial statements of the District. The basic financial statements are comprised of two components: 1) government-wide and fund financial statements, and 2) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances in a manner similar to a private sector business reporting on a full accrual basis of accounting.

The *Statement of Net Position* presents information on all of the District's assets, deferred outflows, liabilities, and deferred inflows, with the net reported as net position. Increases or decreases in net position may serve as a useful indicator of whether the financial position of the District has improved or deteriorated.

The *Statement of Activities* presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (example: uncollected property taxes).

Because the District's principal source of revenue is ad valorem taxes, the government-wide financial statements are grouped into one function that is supported by taxes (governmental activities).

**HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)
SEPTEMBER 30, 2019**

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control and account for resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal or contractual requirements. The District has one fund, the Governmental Fund.

Governmental Fund: The Governmental Fund is used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, the Governmental Fund financial statements focus on current fiscal year cash inflows and outflows, as well as balances of resources available for spending at the end of the fiscal year. Such information may be useful in evaluating the District's recent financing requirements.

Because the focus of the Governmental Fund is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the Governmental Fund with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's recent financing decisions. Both the Governmental Fund balance sheet and the Governmental Fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between Governmental Fund and government-wide financial statements.

Government-Wide Financial Analysis

Net position may serve as a useful indicator of the District's financial position. The District's net position (assets less liabilities) was \$8,935,245 as of the year ended September 30, 2019. Capital assets, net of depreciation and related debt, accounted for \$3,399,930 or 38% of the total net position. Capital assets reflect the large investments in facilities and equipment that are necessary to provide adequate fire suppression services to the community. The remaining balance of net position of \$5,535,315 is unrestricted and available to meet the District's ongoing obligations to citizens and creditors. Governmental activities account for all of the changes in net position at the government-wide reporting level because the District engages in no business-type activities.

The tables below summarize the financials of the District at September 30, 2019.

	September 30,	
	2019	2018
Assets:		
Current	\$6,455,716	\$4,318,770
Capital assets	7,120,062	4,598,805
Net pension assets	-	87,348
Total Assets	13,575,778	9,004,923
Deferred Outflows- related to pensions	368,826	206,541

**HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)
SEPTEMBER 30, 2019**

	September 30,	
	2019	2018
Liabilities:		
Accounts payable & accrued liabilities	634,955	161,688
Long-term:		
Accrued leave	145,492	131,308
Loans	3,720,132	1,796,717
Net pension liabilities	365,802	66,467
Total Liabilities	4,866,381	2,156,180
Deferred Inflows -related to pensions	142,978	177,297
Net Position:		
Investment in Cap Assets Net of Debt	3,399,930	2,802,088
Unrestricted	5,535,315	4,075,899
Total Net Position:	\$8,935,245	\$6,877,987
Revenues:		
Ad Valorem tax revenues	\$4,488,410	\$4,072,617
Sales tax revenue	1,394,268	392,743
Interest Income	117,452	59,495
Grants and other Income	148,904	176,426
Total Revenues	6,149,034	4,701,281
Expenses:		
Public safety	3,951,042	3,404,701
Interest on long-term debt	140,734	77,184
Total Expenses	4,091,776	3,481,885
Increase in Net Position	2,057,258	1,219,396
Net Position, end of year	6,877,987	5,658,591
Net Position, beginning of year	\$8,935,245	\$6,877,987

**HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)
SEPTEMBER 30, 2019**

Financial Analysis of the Governmental Fund

The focus of the District's Governmental Fund is to provide information on near-term inflows and outflows and on resource balances available for spending. Such information is useful in assessing the District's financing requirements. In particular, unreserved fund balance serves as a useful measure of the District's net resources available for spending at fiscal year-end.

During the fiscal year ending September 30, 2019, the District's only Governmental Fund was the General Fund, and it reported an ending cash and short-term investments balance of \$6,135,262 an increase of \$1,976,013 from September 30, 2018. The total ending fund balance was \$5,832,509, of which \$4,073,003 was unreserved and unencumbered, and available for spending at the District's discretion. \$1,759,506 of the General Fund ending fund balance was assigned at year-end for a combination of reserve funds and capital projects.

Purpose of Organization

The Hays County Emergency Services District #6 operates under the provisions of Chapter 775 of the Health and Safety Code. The District was established to arrange for fire and rescue protection services within its boundaries. The district handles all financial matters for the fire departments. The ESD governs six fire stations located in the county: North Hays, Henly, Henly South, East, Central and Driftwood. The ESD has both paid and volunteer staff and is funded primarily by the collection of taxes.

General Fund Budgetary Highlights

The actual General Fund excess of revenues over expenditures of \$1,628,839. The reasons for the budget difference included the following:

- Ad Valorem and Sales Tax Revenues were greater than expected.
- The District recorded the purchase of capital assets that were more than budgeted and overall operating expenses and debt service were less than budgeted. Additionally, there were proceeds from debt.

Capital Assets

The District's investment in capital assets at September 30, 2019, net of accumulated depreciation, totaled \$7,120,062 an increase of \$2,521,257. Capital assets are classified as trucks and equipment, furniture, buildings, and land, as shown below:

	September 30,	
	2019	2018
Trucks and Equipment	\$ 900,206	\$ 988,872
Furniture	153,514	206,977
Buildings	2,665,031	2,728,944
Land	633,012	633,012
Construction in Progress	2,768,299	41,000
	<u>\$ 7,120,062</u>	<u>\$ 4,598,805</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6 MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A) SEPTEMBER 30, 2019

Equipment: Equipment is primarily comprised of fire suppression apparatus and the equipment associated with those apparatus. The construction work in progress relates to the down payment made prior to year-end on a new truck to be completed in approximately six to eight months.

Buildings: Buildings are comprised principally of six fire stations.

Land: The District's investment in land at September 30, 2019 of \$633,012 was for three tracts of land. One three-acre tract was purchased for \$57,000 on which the North Station was constructed. The other tract was purchased for \$9,696, on which the Henly South Fire Station was constructed. In prior years the district received \$262,670 in contributed property from the North Hays County VFD for land for the expansion and building of new admin offices. The land for the Henly Station and the Driftwood Station was donated to the Henly Volunteer Fire Department and the Driftwood Volunteer Fire Department, respectively. The District has ground leases with each department for use of the land for the respective fire stations. The East Station was built in a condominium association development, and the land for the building was included in the cost of the building. In fiscal year 2018 land was purchased for the new East Station for \$303,646.

Long-Term Debt

The District's long-term debt at September 30, 2019, net of the current portion, totaled \$3,160,006 for loans and mortgages. The current portion of the long-term debt was \$560,126. Fire stations and fire apparatus are pledged as collateral.

Debt Service Ratio: The District maintains control over its debt load by maintaining its debt service to total revenues ratio (the "Debt Service Ratio") at 35% or less with the ad valorem tax rate at 7.95¢ per \$100 of assessed valuation. The District feels that the Debt Service Ratio is more meaningful than the debt to equity ratio because the Debt Service Ratio is a better indicator of the District's ability to service the debt and still be able to pay annual operating expenses. The District's Debt Service Ratio is shown below:

	September 30,		
	2019	2018	2017
Total Debt Service	\$ 617,320	\$ 323,029	\$ 317,901
Total Revenues	6,149,034	4,701,281	3,900,820
Debt Service Ratio	10.04%	6.87%	8.15%

Economic Factors, Future Years' Budgets and Tax Rates

North Hays County continues to grow, which provides some property tax revenue growth to offset inflationary trends in operating costs. As with many local government entities, the growth provides funding to help offset inflationary trends with existing programs, but it often leaves little funds available for new or enhanced programs or services.

The tax rate of 7.95¢ per \$100 of assessed valuation can be maintained at the current level of paid vs. volunteer firefighters. However, as the growth of the population overtakes the ability of volunteers to provide the level of service required by the community, the District will need to assess a higher tax rate to pay for the cost of a larger paid staff. The maximum tax rate available to the District is 10¢ per \$100 of assessed valuation.

**HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)
SEPTEMBER 30, 2019**

Therefore, the District is paying close attention to the balance between debt service, operating cost and labor costs to continue the operations needed in the community.

Requests for Information

This financial report is designed to provide a general overview of the District's finances for all those with an interest in them. Questions concerning any of the information provided in this report or requests for additional information should be addressed to:

Hays County ESD #6
PO Box 112
Dripping Springs, TX 78620

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET
SEPTEMBER 30, 2019

	General Fund	Adjustments (Note 2)	Statement of Net Position
ASSETS			
Cash	\$ 506,401		\$ 506,401
Short-term investments	5,628,861		5,628,861
Accounts receivable	240,453		240,453
Taxes receivable	80,001		80,001
Capital assets:			
Land and construction in progress	-	633,012	633,012
Other capital assets, net of depreciation	-	6,487,050	6,487,050
	-		7,120,062
	<u>6,455,716</u>		<u>13,575,778</u>
DEFERRED OUTFLOWS OF RESOURCES			
Difference actual and expected experience	-	158,876	158,876
Difference actual and projected plan earnings	-	100,994	100,994
Changes in assumptions	-	848	848
Contributions	-	108,108	108,108
	-		368,826
	<u>\$ 6,455,716</u>		
LIABILITIES			
Accounts payable	\$ 434,521		434,521
Accrued interest payable		91,749	91,749
Accrued payroll and benefits	108,685		108,685
Long-term liabilities:			
Due within 1 year: loans payable		560,126	560,126
Due in more than 1 year:			
Loans payable	-	3,160,006	3,160,006
Accrued leave	-	145,492	145,492
Net pension liability-TCDRS		211,319	211,319
Net pension liability-TESRS	-	154,483	154,483
	<u>543,206</u>		<u>4,866,381</u>
DEFERRED INFLOWS OF RESOURCES			
Differences between expected and actual experience	-	136,262	136,262
Net difference actual and projected plan earnings	-	6,716	6,716
Unavailable revenue - property taxes	80,001	(80,001)	-
	<u>80,001</u>		<u>142,978</u>
FUND BALANCES/NET POSITION			
FUND BALANCES			
Fund balance - committed for reserve funds	1,322,344	(1,322,344)	
Fund balance - committed for capital projects	437,162	(437,162)	
Fund balance - unassigned	4,073,003	(4,073,003)	
	<u>\$ 6,455,716</u>		
NET POSITION			
Net investment in capital assets		3,399,930	3,399,930
Unrestricted		5,535,315	5,535,315
			<u>\$ 8,935,245</u>

The accompanying notes are an integral part of this financial statement presentation

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT
OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
YEAR ENDED SEPTEMBER 30, 2019

	General Fund	Adjustments (Note 2)	Statement of Activities
Expenditures/expenses:			
Labor & benefits			
Salaries & wages	\$ 1,856,734	\$ 14,186	\$ 1,870,920
Employee benefits	174,130	190,079	364,209
Medical	200,199		200,199
Payroll processing	10,487		10,487
Payroll taxes	136,243		136,243
	<u>2,377,793</u>		<u>2,582,058</u>
Fire department operations			
Buildings	69,641		69,641
Fire/Rescue operations	222,264		222,264
Depreciation	-	399,358	399,358
Training	90,313		90,313
Vehicle operations	174,716		174,716
Utilities	60,296		60,296
	<u>617,230</u>		<u>1,016,588</u>
District expenses			
Communications	49,239		49,239
Computer and internet	38,804		38,804
Dues	29,240		29,240
Insurance	116,759		116,759
Sales tax election	2,961		2,961
Office expenses	13,694		13,694
Professional services	69,256		69,256
Tax services	32,443		32,443
	<u>352,396</u>		<u>352,396</u>
Capital outlay	2,920,616	(2,920,616)	-
Debt service			
Interest expense	73,891	66,843	140,734
Principal payments	476,586	(476,586)	-
	<u>550,477</u>		<u>140,734</u>
	<u>6,818,512</u>		<u>4,091,776</u>
General revenues:			
Ad Valorem tax revenues	4,496,732	(8,322)	4,488,410
Sales tax revenues	1,394,268		1,394,268
Interest income	117,452		117,452
Grants and other income	148,904		148,904
Total general revenues	<u>6,157,356</u>		<u>6,149,034</u>
Revenue over/(under) expenditures	<u>(661,156)</u>		<u>2,057,258</u>
Other financing sources:			
Proceeds from debt	2,400,000	(2,400,000)	-
Net change in fund balance/net position	<u>1,738,844</u>		<u>2,057,258</u>
Beginning fund balance/net position	<u>4,093,665</u>		<u>6,877,987</u>
Ending fund balance/net position	<u>\$ 5,832,509</u>		<u>\$ 8,935,245</u>

The accompanying notes are an integral part of this financial statement presentation

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION

The Northwest Hays County Rural Fire Prevention District #4 was confirmed by election in July 1984 and effectively began operations on July 1, 1985. On July 28, 2001 the District converted the Northwest Hays County Rural Fire Prevention District #4 to the Northwest Hays County Emergency Services District #5 and then on October 1, 2006, the District was renamed as the Hays County Emergency Services District #6 (the District) and is operating under the provisions of Chapter 775 of the Health and Safety Code. The District was established to arrange for fire and rescue protection services within its boundaries. The District handles all financial matters for the fire departments. The District is not included in any other governmental reporting entity.

On October 13, 2004, Hays County Fire & Rescue (HCFR) was incorporated under section 501(c)(3) of the Internal Revenue code. As of October 1, 2007 the HCFR was dissolved and all assets and liabilities of became the responsibility of the District.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to U.S. generally accepted accounting principles applicable to governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The following is a summary of the significant accounting policies.

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The District is considered a special purpose government under GASB Statement No. 34. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements to be prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the District's activities. The District services are supported primarily by ad valorem taxes. The Statement of Activities demonstrates how the District used revenue. Expenses are grouped into four categories: labor and benefits, fire department operations, district expenses and debt service.

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers all revenues available if they are collectible within 31 days after year-end. Expenditures are recognized in the accounting period in which the liability is incurred. Interest and tax revenues associated with the current fiscal year are considered susceptible to accrual and have been recognized as revenues in the current fiscal year. All other revenue is considered measurable and available only when cash is received by the District.

COMPENSATED ABSENCES

Full-time regular employees work either a 40 or 45 hour per week schedule. Firefighters are scheduled based on either a day shift or 24 / 48 hour shift schedule. Accruals for leave are based on length of service and the schedule worked. Employees may accrue up to 288 hours of paid leave. If unused, the leave will be paid to the employee.

ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

NET POSITION

Net position represents the difference between assets, deferred outflows, liabilities and deferred inflows. Net position invested in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

FUND BALANCES

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District can establish limitations of the use of resources through either a commitment or an assignment. When both unassigned and committed or assigned funds are available for expenditure, committed or assigned funds are used first.

Committed fund balances include amounts that can only be used for specific purposes determined by a formal action of the Board or adoption of an ordinance. Limitations imposed by commitments remain in place until formal Board action is taken to remove the limitation. Amounts in the assigned fund balances are intended to be used by the District for specific purposes but do not meet the criteria to be committed. Assignments are generally temporary and do not require Board action to be taken to remove the assignment.

CAPITAL ASSETS

All capital assets are recorded at historical cost (or estimated historical cost) and updated for additions and retirements during the year. The District maintains a capitalization threshold of \$2,500 for assets with a useful life of two years or more. The District does not possess any infrastructure. Improvements are capitalized. The cost of normal repairs and maintenance that do not add to the value of the asset or materially extend the asset's life are recorded as expenses. Depreciation is calculated on a straight-line basis. Estimated useful lives are as follows:

Trucks and equipment	10 years
Furniture and equipment	10 years
Building	25-40 years

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

The statement of net position and governmental funds balance sheet report a separate section for deferred outflows of resources representing a consumption of net position that applies to a future period and is not recognized as an outflow of resources in the current period. The District's pension related items qualify for reporting in this category in the government-wide financial statements. See Note 10 for more information.

The statement of financial position and governmental funds balance sheet report a separate section for deferred inflows of resources representing an acquisition of net position that applies to a future period and is not recognized as an inflow of resources or revenue until that time. The District has two types of items which qualify for reporting in this category. Unavailable revenue is reported only in the governmental funds balance sheet.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The governmental funds report unavailable revenue from property taxes. These amounts are deferred and recognized as an inflow in the period that they become available. The other item is pension related items reported in the government-wide financial statements. See Note 10 for more information.

PENSIONS

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and the pension expense, information about the pension plan's fiduciary net position of the Texas County & District Retirement System (TCDRS) and the Texas Emergency Services Retirement System (TESRS) and additions to/deductions from those plans' fiduciary net position have been determined on the same basis as they are reported by TCERS and TESRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

NOTE 3: DEPOSITS

At September 30, 2019, the carrying amount of the District's cash deposits was \$516,432 and the bank balance was \$506,401. All of the District's deposits were fully collateralized with securities held by the pledging financial institution.

NOTE 4: INVESTMENTS

The Board of Fire Commissioners has authorized the District under a written investment policy to invest funds in compliance with V.A.T.C.S Government Code, Title 10, Chapter 2256 (the Public Funds Investment Act of 1993). Investment vehicles authorized by Chapter 2256 include, but are not limited to, certificates of deposit, obligations backed by the U.S. and state governments, and public fund investment pools. All investments at year end were held in the Texas Local Government Investment Pool (TexPool). TexPool investments are carried at amortized cost, which approximates fair value. The State Comptroller oversees TexPool, with Federated Investors managing the daily operations of the pool under a contract with the State Comptroller. TexPool is a 2(a)7 like fund, which means that it is structured similar to a money market mutual fund. It allows shareholders the ability to deposit or withdraw funds on a daily basis. Such funds seek to maintain a constant net asset value of \$1.00, although this cannot be fully guaranteed. TexPool is rated AAAM (the highest rating a local government investment pool can achieve) and must maintain a dollar weighted average maturity not to exceed 60 days, which is the limit. At September 30, 2019, the TexPool portfolio had a weighted average maturity of 34 days. However, the District considers the holdings in these funds to have a one day weighted average maturity because the share position can usually be redeemed each day at the discretion of the shareholder, unless there has been a significant change in value.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 5: CAPITAL ASSETS

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
<u>Capital assets not being depreciated:</u>				
Land	\$633,012	\$0	\$0	\$633,012
Construction work in progress	<u>41,000</u>	<u>2,727,299</u>	<u>0</u>	<u>2,768,299</u>
	<u>674,012</u>	<u>2,727,299</u>	<u>0</u>	<u>3,401,311</u>
<u>Capital assets being depreciated:</u>				
Trucks and equipment	4,969,364	148,622	0	5,117,986
Furniture and equipment	578,436	14,018	0	592,454
Buildings	<u>3,620,503</u>	<u>30,676</u>	<u>0</u>	<u>3,651,179</u>
	<u>9,168,303</u>	<u>193,316</u>	<u>0</u>	<u>9,361,619</u>
<u>Accumulated depreciation</u>				
Trucks and equipment	(3,980,492)	(237,288)	0	(4,217,780)
Furniture and equipment	(371,457)	(67,482)	0	(438,939)
Buildings	<u>(891,561)</u>	<u>(94,588)</u>	<u>0</u>	<u>(986,149)</u>
Total accumulated depreciation	<u>(5,243,510)</u>	<u>(399,358)</u>	<u>0</u>	<u>(5,642,868)</u>
Total capital assets	<u>\$4,598,805</u>	<u>\$2,521,257</u>	<u>\$0</u>	<u>\$7,120,062</u>

NOTE 6: BUDGET VARIANCES

The District adopts an annual budget for the General Fund. The District amends the budget as needed during the year. There were no current year amendments. Certain revenue and expenses were different than budgeted, resulting in a higher than budgeted fund balance. Primarily, ad valorem and sales tax revenues, as well as interest income were higher than budgeted, while operations expenditures and debt service were less than anticipated, and capital outlay was more than anticipated.

NOTE 7: PROPERTY TAXES

The District has the authority to levy a tax to a maximum of \$0.10 per \$100 of value. Ad valorem taxes are levied each October 1 on the assessed valuation of all taxable property in the District. The tax rate for the October 1, 2018 levy was \$0.0785 per \$100 of value. Taxes are due upon receipt of the bill and are delinquent if not paid before the first day of February in the year following levy. On January 1 of each year, a tax lien attaches to the property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are billed and collected by the Hays County Tax Assessor-Collector.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 8: LONG-TERM LIABILITIES

<u>Loans</u>	<u>Original Issue</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Payments</u>	<u>Ending Balance</u>
95060	\$292,000	2022	2.75%	\$85,050	\$0	\$20,190	\$64,860
95061	175,000	2022	2.75%	47,738	0	47,738	0
95244	240,000	2024	3.25%	90,452	0	13,946	76,506
95243	500,000	2024	3.25%	203,737	0	26,358	177,379
662992BJ4	350,000	2027	5.14%	204,372	0	204,372	0
58116	239,837	2020	3.67%	73,179	0	35,930	37,249
1885140001	1,400,000	2028	3.36%	973,204	0	89,496	883,708
97050	192,822	2021	3.00%	118,985	0	38,555	80,430
8385	650,000	2025	3.80%	0	650,000	0	650,000
8461	<u>1,750,000</u>	2025	3.80%	<u>0</u>	<u>1,750,000</u>	<u>0</u>	<u>1,750,000</u>
	<u>\$5,789,659</u>			<u>\$1,796,717</u>	<u>\$2,400,000</u>	<u>\$476,585</u>	<u>\$3,720,132</u>

All loans are secured by the underlying asset (property or equipment) acquired. The loan agreements have provisions that change the timing of repayment of outstanding amounts to become immediately due if the District defaults on its required payments.

Maturities of long-term debt as of September 30, 2019 are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$560,126	\$133,126	\$693,252
2021	524,321	113,672	637,993
2022	501,035	94,933	595,968
2023	500,788	76,807	577,595
2024	512,909	58,436	571,345
2025-2028	<u>1,120,953</u>	<u>69,097</u>	<u>1,190,050</u>
	<u>\$3,720,132</u>	<u>\$546,071</u>	<u>\$4,266,203</u>

<u>Other Long-Term Liabilities:</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Total</u>
Accrued leave	<u>\$131,308</u>	<u>\$132,361</u>	<u>(\$118,177)</u>	<u>\$145,492</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 9: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Fund balance - general fund	\$5,832,509
Increase net position for capital assets not reported in the fund financial statements	7,120,062
Taxes receivables deferred in the fund financial statements and not in the government-wide financial statements	80,001
Long-term liabilities not reported in the fund financial statements	(4,085,934)
Accrued interest expense on long-term debt not reported in the fund financial statements	(91,749)
Accrued leave not reported in the fund financial statements	(145,492)
Deferred outflows and inflows of resources related to pensions, net, are applicable to future reporting periods and are not reported in the fund financial statements	<u>225,848</u>
Net position - governmental activities	<u>\$8,935,245</u>
Net change in fund balance - governmental fund	\$1,738,844
Change in long-term taxes receivable deferred in the fund financial statements	(8,322)
Proceeds from debt recognized as other financing source income not reported in the government-wide financial statements	(2,400,000)
Depreciation expense not recognized in the fund financial statements	(399,358)
Long-term debt principal payments and change in accrued interest recognized as expenditures in the fund financial statements	476,586
Change in accrued interest expense on long-term debt not reported in the fund financial statements	(66,843)
Change in accrued leave not reported in the fund financial statements	(14,186)
Pension contributions are reported as expenditures in the governmental fund when made. Adjustments to the net pension liability and pension expense resulting from changes in deferred outflows and inflows of resources are not recognized in the fund financial statements.	(190,079)
Capital outlays recognized as expenditures in the fund financial statements	<u>2,920,616</u>
Change in net position - governmental activities	<u>\$2,057,258</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLANS

TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM (TCDRS)

Plan Description

The District provides pension benefits for all of its eligible employees through a non-traditional, joint contributory, hybrid defined benefit plan in the state-wide TCDRS, an agent multiple-employer public employee retirement system. TCDRS issues a publicly available comprehensive annual financial report that includes financial statements and required supplementary information (RSI) for TCDRS; the report also provides detailed explanations of the contributions, benefits and actuarial methods and assumptions used by TCDRS. This report may be obtained by calling TCDRS at 800-823-7782; in addition, the report is available on TCDRS' website at www.tcdrs.org. Plan provisions for the District were as follows:

Benefits Provided

The plan provisions that have been adopted by the Board of the District are within the options available in the governing state statutes of TCDRS. TCDRS provides retirement benefits that are calculated based on age, average compensation and service credit as follows:

Employee deposit rate	7%
District contribution rate	7.47%
Years required for vesting	10
Service retirement eligibility (expressed as age/years of service)	60/10, any/20, rule of 80

Employees Covered

As of the December 31, 2018 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries receiving benefits	0
Inactive employees entitled to but not yet receiving benefits	15
Active employees	31

Contributions

Under the state law governing TCDRS, the contribution rate for each District is determined annually by the actuary, using the Entry Age actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. Employees of the District were required to contribute 7% of their annual salary during the year, and the District was required to contribute at the actuarially determined rate of 7.47%. The District's contributions to TCDRS for the year ended September 30, 2019 were \$126,230, which equaled the required contribution.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLANS

Net Pension Liability/(Asset)

The District's net pension liability (asset) of \$211,319 for TCDRS at September 30, 2019 was measured as of December 31, 2018. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Pension Actuarial Assumptions

The significant actuarial assumptions used to measure the total pension liability are as follows:

Actuarial valuation date:	12/31/2018
Actuarial cost method:	Entry age normal
Investment rate of return (8.00% rate of return plus 0.10% adjustment gross of administrative expenses):	8.10%
Inflation:	2.75%
Projected Salary Increases:	4.90% average
Mortality rates	RP-2014 mortality tables projected with 110% of MP-2014 Scale after 2014

Actuarial assumptions used in the December 31, 2018 valuation were based on the results of an actuarial experience study for the period January 1, 2013 through December 31, 2016.

Discount Rate

The discount rate used to measure the total TCDRS pension liability was 8.10%. The projection of cash flows used to determine the discount rate assumed that contributions will be made at the rates specified in the funding policy. Based on that assumption, the plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. The discount rate for calculating the total pension liability is equal to the long-term expected rate of return on pension plan investments applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on the TCDRS pension plan investments was determined to be 8.10% using a building-block method in which the best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These real rates of return are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLANS

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Geometric Real Rate of Return</u>
U.S. Equities	10.50%	5.40%
Private Equity	18.00%	8.40%
Global Equities	2.50%	5.70%
International Equities-Developed	10.00%	5.40%
International Equities-Emerging	7.00%	5.90%
Investment-Grade Bonds	3.00%	1.60%
Strategic Credit	12.00%	4.39%
Direct Lending	11.00%	7.95%
Distressed Debt	2.00%	7.20%
REIT Equities	2.00%	4.15%
Master Limited Partnerships	3.00%	5.35%
Private Real Estate Partnerships	6.00%	6.30%
Hedge Funds	13.00%	3.90%

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued TCDRS financial report.

Sensitivity of the Net Pension Liability/(Asset) to Changes in the Discount Rate

The following presents the net pension liability (asset) of the District, calculated using the discount rate of 8.10%, as well as what the District's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	1% Decrease <u>(7.10%)</u>	Discount Rate <u>(8.10%)</u>	1% Increase <u>(9.10%)</u>
District's net pension liability (asset)	<u>\$562,866</u>	<u>\$211,319</u>	<u>(\$67,009)</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLANS

<u>Changes in Net Pension Liability/(Asset)</u>	<u>Total Pension Liability (a)</u>	<u>Plan Fiduciary Net Position (b)</u>	<u>Net Pension Liability/ (Asset) (a)-(b)</u>
Balance at December 31, 2017	<u>\$1,036,900</u>	<u>\$1,124,248</u>	<u>(\$87,348)</u>
Changes for the year:			
Service cost	174,124	0	174,124
Interest on total pension liability	98,003	0	98,003
Effect of plan changes	157,946	0	157,946
Effect of economic/demographic gains or losses	61,963	0	61,963
Effect of assumption changes or inputs	0	0	0
Refunds of contributions	(2,253)	(2,253)	0
Benefit payments	0	0	0
Administrative expenses	0	(1,057)	1,057
Member contributions	0	103,009	(103,009)
Net investment income	0	(18,659)	18,659
Employer contributions	0	103,867	(103,867)
Other	<u>0</u>	<u>6,209</u>	<u>(6,209)</u>
Balance at December 31, 2018	<u>\$1,526,683</u>	<u>\$1,315,364</u>	<u>\$211,319</u>

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2019, the District recognized pension expense of \$249,965. At September 30, 2019, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Inflows of Resources</u>	<u>Deferred Outflows of Resources</u>
Differences between expected and actual experience	\$136,262	\$158,876
Changes in actuarial assumptions	\$6,716	\$848
Net difference between projected and actual earnings	\$0	\$81,100
Contributions subsequent to the measurement date	N/A	\$95,918

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLANS

\$95,918 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the District year ending September 30, 2020. Other amounts reported as deferred outflows of resources and deferred outflows of resources related to pensions will be recognized as pension expense as follows:

For the year ended December 31:

2019	\$25,371
2020	13,440
2021	11,443
2022	21,198
2023	(2,412)
Thereafter	<u>28,806</u>
	<u>\$97,846</u>

TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM (TESRS)

Plan Description

The District provides pension benefits for eligible volunteer emergency services personnel who are members in good standing with the District. The Fire Fighters' Pension Commissioner is the administrator of the TESRS, a cost-sharing multiple employer pension system established and administered by the State of Texas to provide pension benefits for emergency services personnel who serve without significant monetary remuneration. TESRS was created by Senate Bill 411, 65th Legislature, Regular Session (1977), and established the applicable benefit provisions. The 79th Legislature, Regular Session (2005), recodified the provisions and gave TESRS Board of Trustees authority to establish vesting requirements, contribution levels, benefit formulas and eligibility requirements by board rule. TESRS issues a publicly available annual financial report that includes financial statements and RSI for TESRS, as well as detailed explanations of the contributions, benefits and actuarial methods and assumptions used by the plan. This report may be obtained by calling 800-919-337. The report is also available on TESRS' website at www.tesrs.texas.gov

Benefits Provided

The benefit provisions include retirement benefits as well as death and disability benefits. Members are 50% vested after the tenth year of service, with the vesting percent increased 10% for each of the next five years of service so that a member becomes 100% vested within 15 years of service. Upon reaching age 55, a vested member may retire and receive a monthly pension equal to his vested percentage multiplied by six times the governing body's average monthly contribution over the member's years of qualified service.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLANS

For each year of service in excess of 15 years, this monthly benefit is increased at the rate of 6.2% compounded annually. In addition, member districts may purchase prior service credit for service with the participating department before the department began participating in the plan that is not buyback service and that does not count as qualified service. There is a separate benefit formula for this prior service.

On and off duty death and on duty disability benefits are dependent on whether or not the member was engaged in the performance of duties at the time of death or disability. Death benefits include a lump-sum amount and continuing monthly payments to a member's surviving spouse and dependent children.

Contributions

Contributions are not required by individual members of participating departments. The governing bodies of participating departments are required to contribute at least the minimum prescribed amount per month for each active member and may contribute more. The contribution requirement per active emergency services personnel member per month is not actuarially determined. Rather, the minimum contribution provisions were set by the Board.

Additional contributions may be made by a governing body to pay for granting credit for service before the department began participating in TESRS (prior service). The State may also be required to make annual contributions up to a limited amount to make the TESRS actuarially sound. The expected contributions from the state are appropriations equal to (1) the maximum annual contribution (one-third of all contributions to the System by governing bodies of participating departments in a year) as needed in accordance with state law governing the System, and (2) approximately \$725,000 each year to pay for part of the System's administrative expenses. For the fiscal year ended September 30, 2019, the District's contributions to TESRS were \$24,400.

Pension Liability

At September 30, 2019, the District reported a liability of \$154,483 for its proportionate share of the TESRS net pension liability. The net pension liability was measured as of August 31, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of August 31, 2018. The District's proportionate share of the net pension liability for the plan as of August 31, 2019 was .545%.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2019, the District recognized pension expense of \$84,369. At September 30, 2019, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLANS

	Deferred Inflows of <u>Resources</u>	Deferred Outflows of <u>Resources</u>
Differences between expected and actual experience	\$0	\$0
Changes in actuarial assumptions	\$0	\$0
Net difference between projected and actual earnings	\$0	\$19,894
Contributions subsequent to the measurement date	N/A	\$12,190

\$12,190 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the District year ending September 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

For the year ended August 31:

2019	\$4,183
2020	2,199
2021	4,889
2022	<u>8,623</u>
	<u>\$19,894</u>

Actuarial Assumptions

The significant actuarial assumptions used to measure the total pension liability are as follows:

Valuation Date:	8/31/2018
Measurement Date:	8/31/2019
Actuarial Cost Method:	Entry Age Normal
Investment Rate of Return	7.75%
Inflation	3.00%
Projected Salary Increases:	N/A
Mortality Rates:	RP-2000 mortality tables with Scale AA to 2024

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLANS

The long-term expected rate of return on the TESRS pension plan investments was determined to be 7.75% using a building-block method in which the best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-term Expected Real Rate of Return</u>
Equities		
Large cap domestic	32%	5.81%
Small cap domestic	15%	5.92%
Developed international	15%	6.21%
Emerging markets	5%	7.18%
Master limited partnership	5%	7.61%
Fixed income	23%	1.61%
Real estate	5%	4.46%

Discount Rate

The discount rate used to measure the total TESRS pension liability was 7.75%. No projection of cash flows used to determine the discount rate because the August 31, 2018 valuation showed that expected contributions would pay the normal cost and amortize the unfunded actuarial accrued liability in 30 years using the conservative level dollar amortization method. Because of those assumptions, the plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Proportionate Share of Net Pension Liability to Changes in the Discount Rate

The following presents the District's proportionate share of the net pension liability calculated using the discount rate noted above, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLANS

	1% Decrease (6.75%)	Discount Rate (7.75%)	1% Increase (8.75%)
Proportionate share of net pension liability	<u>\$274,570</u>	<u>\$154,483</u>	<u>\$74,099</u>

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued TESRS financial report.

NOTE 11: RISK MANAGEMENT

The District is exposed to various risks of loss including general liability, property damage, and worker's compensation. The District insures against risk through participation in the Texas Municipal League Intergovernmental Risk Pool, a public entity risk pool, consisting of approximately 2,600 member cities/political subdivisions located throughout Texas. The District pays premiums for its general liability, property, auto and workers' compensation coverage. The District's risk is limited to the amount of premiums paid unless the pool should fail, in which case, the District would be liable for its ratable share of the pool deficit.

NOTE 12: COMMITMENTS

In August 2018, the District executed a contract for architectural services for an estimated fee of \$420,000. As of year-end September 30, 2019, \$210,000 had been incurred under the contract.

NOTE 13: SUBSEQUENT EVENTS

In October 2019, the District executed a loan agreement for \$580,662 to purchased equipment. The loan agreement has a five-year term and an interest rate of 2.85%.

In March 2020, the District executed a construction contract in the amount of \$6,228,654 to build a new fire station. Additionally, the District obtained financing for the construction through the execution of a loan agreement. The terms of the loan agreement include a 2.85% interest rate, with annual repayments of principal and interest over a 20-year term.

**HAYS COUNTY EMERGENCY
SERVICES DISTRICT #6**

**INDEPENDENT AUDITOR'S REPORT
AND
FINANCIAL STATEMENTS**

SEPTEMBER 30, 2019

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS
FOR THE YEAR ENDED SEPTEMBER 30, 2019*
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Total pension liability					
Service cost	\$107,101	\$143,696	\$151,459	\$152,595	\$174,124
Interest on total pension liability	38,428	55,563	52,496	72,963	98,003
Effect of plan changes	0	(28,447)	0	0	157,946
Difference between expected & actual experience of the total pension net liability	84,087	(201,441)	(23,097)	71,555	61,963
Changes of assumptions	0	1,412	0	(8,394)	0
Benefit payments, including refunds of employee contributions	<u>(8,021)</u>	<u>(38,094)</u>	<u>(12,806)</u>	<u>0</u>	<u>(2,253)</u>
Net change in total pension liability	221,595	(67,311)	168,052	288,719	489,783
Total pension liability-beginning	<u>425,845</u>	<u>647,440</u>	<u>580,129</u>	<u>748,181</u>	<u>1,036,900</u>
Total pension liability-ending (a)	<u>\$647,440</u>	<u>\$580,129</u>	<u>\$748,181</u>	<u>\$1,036,900</u>	<u>\$1,526,683</u>
Plan fiduciary net position					
Contributions-employer	\$81,461	\$80,886	\$88,212	\$92,954	\$103,867
Contributions-employee	65,889	71,793	76,741	89,235	103,009
Net investment income	23,351	(13,683)	45,760	122,335	(18,659)
Benefit payments, including refunds of employee contributions	(8,021)	(38,094)	(12,806)	0	(2,253)
Administrative expenses	(332)	(408)	(498)	(748)	(1,057)
Other	<u>(23)</u>	<u>(49)</u>	<u>13,592</u>	<u>2,435</u>	<u>6,209</u>
Net change in plan fiduciary net position	162,325	100,445	211,001	306,211	191,116
Plan fiduciary net position-beginning	<u>344,266</u>	<u>506,591</u>	<u>607,036</u>	<u>818,037</u>	<u>1,124,248</u>
Plan fiduciary net position-ending (b)	<u>\$506,591</u>	<u>\$607,036</u>	<u>\$818,037</u>	<u>\$1,124,248</u>	<u>\$1,315,364</u>
Net pension liability (a) - (b)	<u>\$140,849</u>	<u>(\$26,907)</u>	<u>(\$69,856)</u>	<u>(\$87,348)</u>	<u>\$211,319</u>
 Plan fiduciary net position as a percentage of the total pension liability	 78.25%	 104.64%	 109.34%	 108.42%	 86.16%
Covered employee payroll	\$1,098,156	\$1,196,552	\$1,250,292	\$1,487,258	\$1,716,808
Net pension liability as a percentage of covered-employee payroll	12.83%	-2.25%	-5.59%	-5.87%	12.31%

Note: * The District implemented GASB 68 in fiscal year 2015. Information prior to 2015 is not available. The beginning Net Pension Liability for 2015 was determined using rollback procedures allowed for initial year of implementation. Fiscal Year 2019 Valuation Date: 12/31/18.

- See Independent Auditor's Report -

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
FOR THE YEAR ENDED SEPTEMBER 30, 2019*
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Actuarially determined contribution**	\$81,094	\$87,974	\$89,302	\$102,187	\$126,230
Contributions in relation to the actuarially determined contribution**	\$81,094	\$87,974	\$89,302	\$102,187	\$126,230
Contribution deficiency (excess)	\$0	\$0	\$0	\$0	\$0
Covered-employee payroll	\$1,092,911	\$1,301,391	\$1,264,901	\$1,634,992	\$1,780,436
Contributions as a percentage of covered-employee payroll	7.42%	6.76%	7.06%	6.25%	7.09%

Notes to Required Supplementary Information:

* The District implemented GASB 68 in fiscal year 2015. Information prior to 2015 is not available.

** TCDRS calculates actuarially determined contributions on a calendar year basis. GASB 68 indicates the employer should report employer contributions on a fiscal year basis.

Valuation Date: Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	16 years (based on contribution rate calculated in 12/31/2018 valuation)
Asset Valuation Method	5-year smoothed market
Investment Rate of Return	8.0%, net of investment expenses, including inflation
Inflation	2.75%
Projected Salary Increases	Varies by age and service. 4.90% average over career including inflation.
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality rates	RP-2014 Healthy Annuitant Mortality Table (130% for males and 110% for females), both projected with 110% of the MP-2014 Ultimate scale after 2014.

Changes in Assumptions and Methods:

2015: New inflation, mortality and other assumptions reflected; 2017: New mortality assumptions reflected

Changes in Plan Provisions:

2015 and 2016: No changes; 2017: New annuity purchase rates reflected for benefits earned after 2017; 2018: No changes

- See Independent Auditor's Report -

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY
FOR THE YEAR ENDED SEPTEMBER 30, 2019*
TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Proportion of the net pension liability	.405%	.394%	.364%	.307%	.545%
Proportionate share of the net pension liability	\$73,595	\$114,765	\$87,366	\$66,467	\$154,483
Number of active members **	39	41	36	34	43
Net pension liability per active member	\$1,887	\$2,799	\$2,427	\$1,955	\$3,593
Plan fiduciary net position as a percentage of the total pension liability	83.5%	76.3%	81.4%	84.3%	80.2%

Notes to Required Supplementary Information:

* The District implemented GASB 68 in fiscal year 2015. Information prior to 2015 is not available. Current year Valuation Date: August 31, 2018 valuation

** There is no compensations for active members. Number of active members is used instead.

Changes in benefit terms: There were no changes of benefit terms that affected measurement of the total pension liability during the measurement period.

Changes in assumptions: There were no changes of assumptions or other inputs that affected measurement of the total pension liability during the measurement period.

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
FOR THE YEAR ENDED SEPTEMBER 30, 2019*
TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Contractually required contribution **	\$18,360	\$18,468	\$17,604	\$14,684	\$24,440
Contributions in relation to the contractually required contribution	\$18,360	\$18,468	\$17,604	\$14,684	\$24,440
Contribution deficiency (excess)	-	-	-	-	-
Number of active members ***	39	41	36	34	43
Contributions per member	\$471	\$450	\$489	\$432	\$568

Note:

* The District implemented GASB 68 in fiscal year 2015. Information prior to 2015 is not available. Current year Valuation Date: August 31, 2018 valuation

** The contribution requirement per member is not actuarially determined. Rather, minimum contribution provisions are determined by Board rule and there is no maximum contribution rate.

*** There is no compensations for active members. Number of active members is used instead

- See Independent Auditor's Report -

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2019

	Original and Final Budget	Actual	Variance Positive (Negative)
General revenues			
Ad valorem tax revenues	\$ 4,260,662	\$ 4,496,732	\$ 236,070
Sales tax revenues	960,000	1,394,268	434,268
Interest income	1,000	117,452	116,452
Grants and other income	84,516	148,904	64,388
	<u>5,306,178</u>	<u>6,157,356</u>	<u>851,178</u>
Expenditures			
Current:			
Public safety	3,722,816	3,347,419	375,397
Capital outlay	773,000	2,920,616	(2,147,616)
Debt service	700,357	550,477	149,880
	<u>5,196,173</u>	<u>6,818,512</u>	<u>(1,622,339)</u>
Revenues (under)/over expenditures	<u>110,005</u>	<u>(661,156)</u>	<u>(771,161)</u>
Other financing sources			
Proceeds from debt	-	2,400,000	2,400,000
Net change in fund balance	110,005	1,738,844	1,628,839
Beginning fund balance	4,093,665	4,093,665	-
Ending fund balance	<u>\$ 4,203,670</u>	<u>\$ 5,832,509</u>	<u>\$ 1,628,839</u>

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

Accept the Fiscal Year 2019 Hays County Emergency Services District #9 Audit Report per Texas Health and Safety Code 775.082.

ITEM TYPE

CONSENT

MEETING DATE

May 19, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Marisol Villarreal-Alonzo

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report is attached.

**Hays County
Emergency Services District #9**

**Annual Financial Report
For the Year Ending**

September 30, 2019

JANSEN AND GREGORCZYK

Certified Public Accountants
P.O. Box 1778 Kyle, TX 78640

INDEPENDENT AUDITORS' REPORT

To the Board of Commissioners
Hays County Emergency Services District #9

We have audited the accompanying financial statements of the governmental activities of Hays County Emergency Services District #9 (the District), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

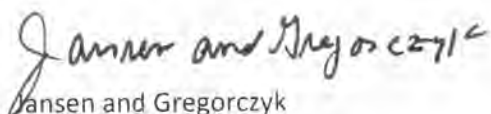
Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities of the Hays County Emergency Services District #9, as of September 30, 2019, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3-5 and 13 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Jansen and Gregorczyk
Kyle, Texas

April 13, 2020

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9 MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2019

Our discussion and analysis of the Hays County Emergency Services District #9's (the District's) financial performance provides an overview of the District's financial activities for the year ended September 30, 2019. Please read it in conjunction with the District's financial statements, which follow this section.

The financial report consists of three parts: Management's Discussion and Analysis (this section), the financial statements, and the notes to the financial statements.

FINANCIAL HIGHLIGHTS

- During the year, the District had expenses of \$2,542,647 compared to total revenues of \$2,648,039 resulting in an increase in net assets of \$105,392 for the year ended September 30, 2019.
- The District's cash and investments balance increased by \$88,355 for the fiscal year.
- The District contributed \$2,449,190 for EMS purposes.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements: The Statement of Net Position and the Statement of Activities provide information about the activities of the District as a whole and present a longer-term view of the District's finances. For governmental activities, these statements tell how these services were financed in the short term as well as what remains for future spending.

Reporting the District as a Whole

One of the most important questions asked about the District's finances is, "Is the District as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Activities provide information about the District as a whole and about its activities in a way that helps answer this question. These statements include *all* assets and liabilities using the *accrual basis of accounting*, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's *net position* and changes in them. You can think of the District's net position—the difference between assets and liabilities—as one way to measure the District's financial health, or *financial position*. Over time, increases or decreases in the District's net position are one indicator of whether its *financial health* is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's property tax to assess the *overall health* of the District.

THE DISTRICT AS A WHOLE

The District's total net assets increased by \$105,392 in the year ended September 30, 2019. Our analysis of the District's activities below focuses on net assets (Table 1) and the changes in net position (Table 2).

Table 1

	<u>2019</u>	<u>2018</u>
Current Assets	\$ 981,261	\$ 880,374
Total Assets	<u>981,261</u>	<u>880,374</u>
Current /Noncurrent Liabilities	-	4,505
Total Liabilities	<u>-</u>	<u>4,505</u>
Net Assets:		
Unreserved	<u>981,261</u>	<u>875,869</u>
Total Net Position	<u><u>981,261</u></u>	<u><u>875,869</u></u>

Table 2

Revenues		
Ad Valorem Taxes	\$ 2,626,741	\$ 2,335,596
Interest & Misc.Income	21,298	9,756
	<u>2,648,039</u>	<u>2,345,352</u>
Expenses		
District Contract Expenses	2,449,190	1,363,676
ESD 5 Cost Sharing	42,150	34,181
Profesional Services	25,532	28,502
Tax Collection Fees	21,417	38,800
Training	1,789	890
Insurance	2,569	2,547
Total Expenses	<u>2,542,647</u>	<u>1,468,596</u>
Change in Net Position	105,392	876,756
Net Position - Beginning	<u>875,869</u>	<u>(887)</u>
Net Position - Ending	<u><u>\$ 981,261</u></u>	<u><u>\$ 875,869</u></u>

Unrestricted net assets, the part of net assets that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements were \$981,261 at September 30, 2019.

The District has sufficient revenues to pay expenses of the District.

Fund Budgetary Highlights

The Board of Commissioners did not make budget increases during the year. The analysis of the budget is reflected on the Schedule of Revenues, Expenditures and Changes in Net Position-Budget and Actual-(Non-GAAP Budgetary Basis) following the Notes to the Financial Statements.

Revenues over expenses increased by \$1,079,730 during the year. Expenditures were \$962,402 less than budget and revenue was \$117,328 more than budgeted mainly due to budgeting for a reserve and there was no expense.

Capital Asset and Debt Administration

Capital Assets

The District had no fixed assets as of September 30, 2019.

Debt Administration

The District had no debt as of September 30, 2019.

Economic Factors and Budgets and Rates

The District's appointed officials considered many factors when setting the fiscal year 2019 budget and tax rates. One of those factors is the economy and estimated needs to operate the District in the coming year.

This part of the county continues to grow, which provides some property tax revenue growth to offset inflationary trends in operating costs. As with many local government entities, the growth provides funding to help offset inflationary trends with existing programs, but it often leaves little funds available for new or enhanced programs or services.

Contacting the District's Financial Management

This financial report is designed to provide the taxpayers with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District's office at:

Carla Sisk, Treasurer
Hays County ESD#9
210 W. Moore St.
Kyle, TX 78640

Hays County Emergency Services District #9
Statement of Net Position and Governmental Funds Balance Sheet
As of September 30, 2019

	General Fund	Adjustments	Statement of Net Assets
ASSETS			
Cash	\$ 196,809		\$ 196,809
Investments	747,135		747,135
Taxes receivable	37,317	-	37,317
Total Assets	<u>\$ 981,261</u>	<u>\$ -</u>	<u>\$ 981,261</u>
LIABILITIES			
Current Liabilities:			
Accounts Payable	-	-	-
Total liabilities	<u>-</u>	<u>-</u>	<u>-</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	37,317	(37,317)	-
FUND BALANCES/NET POSITION			
Fund Balances			
Fund balance - unassigned	943,944	(943,944)	
	<u>\$ 981,261</u>		
NET POSITION			
Unrestricted		981,261	981,261
TOTAL NET POSITION			<u>\$ 981,261</u>

See accompanying notes to the financial statements

Hays County Emergency Services District #9
Statement of Activities and Governmental Funds Statement
of Revenues, Expenditures and Changes in Fund Balances
For the Year ended September 30, 2019

	General Fund	Adjustments (Note 5)	Statement of Activities
Expenses:			
District Contract Expenses	\$ 2,449,190		\$ 2,449,190
Tax Services	21,417	-	21,417
ESD 5 Cost Share Expenses	42,150		42,150
Professional Services	25,532		25,532
Training	1,789		1,789
Insurance	2,569		2,569
Total expenses	<u>\$ 2,542,647</u>		<u>\$ 2,542,647</u>
General revenues:			
Ad Valorem Tax Revenues	2,614,210	12,531	2,626,741
Interest Income	21,298		21,298
Total general revenue	<u>\$ 2,635,508</u>		<u>\$ 2,648,039</u>
Change in net position/fund balance	92,861	24,786	105,392
Net position/fund balance - beginning	851,083		875,869
Net position/fund balance - ending	<u><u>\$ 943,944</u></u>		<u><u>\$ 981,261</u></u>

See accompanying notes to the financial statements

Hays County Emergency Services District #9

Notes to the Financial Statements

For The Year Ending September 30, 2019

Note 1 Summary of Significant Accounting Policies

The accounting policies of the Hays County Emergency Services District #9 (the District) conform to generally accepted accounting principles (GAAP) in the United States of America applicable to state and local governments. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the District's policies are described below.

A. The Reporting Entity

Hays County ESD #9 is the local government agency responsible for Emergency Medical Services to a large portion of eastern and southern Hays County, including the Cities of Kyle, Uhland and Neiderwald. ESD #9 was approved by voters in the 2016 November general election and began contracting for services with San Marcos Hays County EMS on Feb 1st 2018.

Hays County ESD #9 is not included in any other governmental reporting entity as defined in Section 2100, Codification of Governmental Accounting and Financial Reporting Standards. Additionally, no other entity meets these requirements for inclusion in Hays County ESD #9 financial statements.

The District is governed by a five-member board of emergency services commissioners (the Board) appointed for two-year terms by the Hays County Commissioners. The Board sets the budget and tax rate within limits authorized by Chapter 775 of the Health and Safety Code.

B. Government-Wide Financial and Fund Financial Statements

The District is considered a special purpose government under GASB Statement No. 34. This allows the district to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements to be prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the District's activities. The District services are supported primarily by ad valorem taxes. The Statement of Activities demonstrates how the District used revenue.

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within thirty-one days of

the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Interest and taxes associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

D. Cash and Cash Equivalents

Cash and cash equivalents are short-term highly liquid investments that are readily convertible to known amounts of cash and so near maturity that there is no significant risk of changes in value due to changes in interest rates.

E. Net Position

Net position represents the difference between assets and liabilities. Net position invested in capital assets, net of related debt consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets. Net position are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed. When both unassigned and committed or assigned funds are available for expenditure, committed or assigned funds are used first.

F. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from these estimates.

G. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

The District reported unavailable revenue in the form of property taxes as Deferred Inflows of Resources in the Statement of Net Position. Deferred Inflows arise when potential revenue does not meet both the measurable and available criteria for recognition in the current period. In general, monies received within thirty-one days after year-end are considered to have been for prior year services.

Note 2 – Cash Deposits and Investments

The District's deposits exposed to concentrations of credit risk consist of cash, which is deposited in one major financial institution. At September 30, 2019, the carrying amount of the District's cash deposits was \$943,944 and the bank balance was \$947,135. The District has pledged securities for amounts in excess of FDIC coverage.

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

Interest Rate Risk. The District does have a formal investment policy in place. The District's cash and cash equivalents are currently invested in short-term instruments such as certificates of deposits, money market funds and an interest-bearing checking account.

Note 3 – Property Taxes

The District has the authority to levy a tax to a maximum of \$.10 per \$100 of value. Property Taxes are levied each October 1 on the assessed valuation of all taxable property in the District. The tax rate for the October 1, 2018 levy was \$.060 per \$100 of value. Taxes are due on receipt of the bill and are delinquent if not paid before February 1 of the year following the levy. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are billed and collected by the Hays County Tax Assessor-Collector.

Note 4 – Adjustments to Convert Fund Statements to Government-Wide

Unrestricted fund balance - governmental fund	\$ 943,944
Increase net position for capital assets not reported in the governmental funds	-
Debt service not included in general fund	-
Taxes receivables deferred in the fund financial statements and in the government-wide financial statements	37,317
Net position - governmental activities	<u>\$ 981,261</u>
Net change in fund balance - governmental fund	92,861
Capital outlays recognized as expenditures in the fund financial statements	-
Depreciation expense not recognized in the fund financial statements	-
Long-term debt principal payments are recognized as expenditures in the fund financial statements	-
Interest expense not recognized in the General Fund	-
Net increase in tax receivable deferred in the fund financial statements and not in the government-wide financial statements	12,531
Change in net position - governmental activities	<u>\$ 105,392</u>

NOTE 5 – Budget Variances

The District adopts an annual budget for the General Fund. The District amends the budget as needed during the year. There were no current year amendments. Certain revenue and expenses were different than budgeted, resulting in a lower than budgeted fund balance.

NOTE 7 – Subsequent Events

The board has reviewed subsequent events from year end to the date of this report, April 13, 2020 and no material issues were found.

Due to Covid-19, it is not possible to know what the financial implication may be on the District.

SUPPLEMENTARY SCHEDULES

Hays County Emergency Services District #9
 Budgetary Comparison Schedule
 General Fund
 For the Year Ended September 30, 2019

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad Valorem Tax Revenues	\$ 2,518,180	\$ 2,518,180	\$ 2,614,210	\$ 96,030
Interest Income	-	-	21,298	21,298
Total general revenue	<u>2,518,180</u>	<u>2,518,180</u>	<u>2,635,508</u>	<u>117,328</u>
Expenditures:				
District Contract Expenses	2,449,190	2,449,190	2,449,190	-
Tax Services	34,500	34,500	21,417	13,083
ESD 5 Cost Share Expenses	42,500	42,500	42,150	350
Professional Services	26,000	26,000	25,532	468
Training	1,500	1,500	1,789	(289)
Public Relations	10,500	10,500	-	10,500
Insurance	3,000	3,000	2,569	431
Reserve	937,859	937,859	-	937,859
Total Expenditures:	<u>3,505,049</u>	<u>3,505,049</u>	<u>2,542,647</u>	<u>962,402</u>
Net change in fund balance	(986,869)	(986,869)	92,861	1,079,730
Beginning fund balance	<u>851,083</u>	<u>851,083</u>	<u>851,083</u>	<u>-</u>
Ending fund balance	<u>\$ (135,786)</u>	<u>\$ (135,786)</u>	<u>\$ 943,944</u>	<u>\$ 1,079,730</u>

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

Accept the Fiscal Year 2019 Hays County Emergency Services District #2 Audit Report per Texas Health and Safety Code 775.082.

ITEM TYPE

CONSENT

MEETING DATE

May 19, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Marisol Villarreal-Alonzo

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report is attached.

**Hays County
Emergency Services District #2**

**Annual Financial Report
For the Year Ending**

September 30, 2019

JANSEN AND GREGORCZYK

Certified Public Accountants
PO Box 1778 Kyle, TX 78640

INDEPENDENT AUDITORS' REPORT

To the Board of Commissioners
Hays County Emergency Services District #2

We have audited the accompanying financial statements of the governmental activities of Hays County Emergency Services District #2 (the District), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

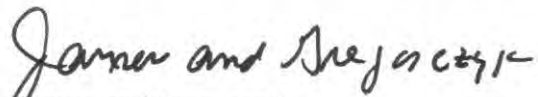
Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities of the Hays County Emergency Services District #2, as of September 30, 2019, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3-6 and 15 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Jansen and Gregorczyk

Kyle, Texas

April 29, 2020

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2

MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2019

Our discussion and analysis of the Hays County Emergency Services District #2's (the District's) financial performance provides an overview of the District's financial activities for the year ended September 30, 2019. Please read it in conjunction with the District's financial statements, which follow this section.

The financial report consists of three parts: Management's Discussion and Analysis (this section), the financial statements, and the notes to the financial statements.

FINANCIAL HIGHLIGHTS

- During the year, the District had expenses of \$1,334,268 compared to total revenues of \$2,029,635 resulting in an increase in net assets of \$695,367 for the year ended September 30, 2019.
- The District's cash and investments balance increased by \$521,149 for the fiscal year.
- The District contributed \$1,170,470 to Hays County ESD #8 for EMS purposes.
- The District purchased new capital assets in the form of an ambulance and improvements to the vehicle during the year.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements: The Statement of Net Position and the Statement of Activities provide information about the activities of the District as a whole and present a longer-term view of the District's finances. For governmental activities, these statements tell how these services were financed in the short term as well as what remains for future spending.

Reporting the District as a Whole

One of the most important questions asked about the District's finances is, "Is the District as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Activities provide information about the District as a whole and about its activities in a way that helps answer this question. These statements include *all* assets and liabilities using the *accrual basis of accounting*, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's *net position* and changes in them. You can think of the District's net position—the difference between assets and liabilities—as one way to measure the District's financial health, or *financial position*. Over time, increases or decreases in the District's net position are one indicator of whether its *financial health* is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's property tax to assess the *overall health* of the District.

THE DISTRICT AS A WHOLE

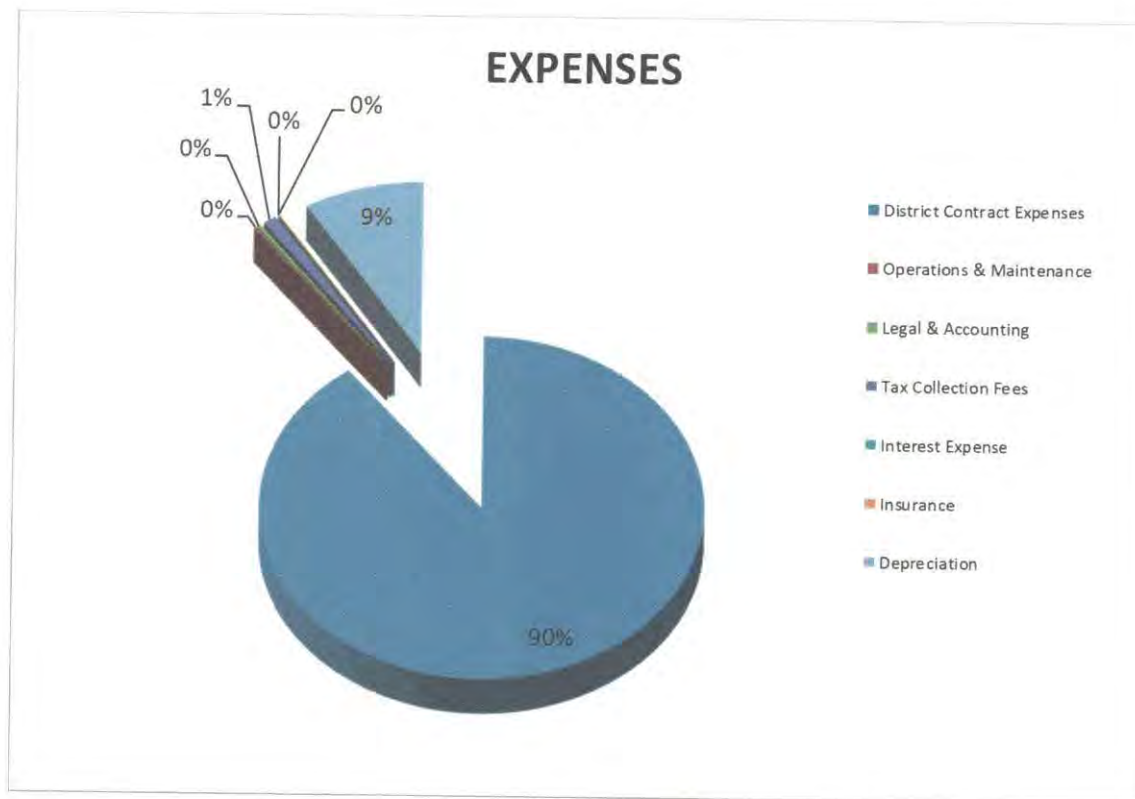
The District's total net assets increased by \$695,367 in the year ended September 30, 2019. Our analysis of the District's activities below focuses on net assets (Table 1) and the changes in net assets (Table 2).

Table 1

	2019	2018
Current Assets	\$ 2,185,031	\$ 1,605,368
Capital Assets, net	764,851	549,473
Total Assets	<u>\$ 2,949,882</u>	<u>2,154,841</u>
Current /Noncurrent Liabilities	99,674	-
Total Liabilities	<u>\$ 99,674</u>	<u>\$ -</u>
Net Assets:		
Invested in Capital Assets	764,851	549,473
Unreserved	<u>2,085,357</u>	<u>1,605,368</u>
Total Net Position	<u>\$ 2,850,208</u>	<u>\$ 2,154,841</u>

Table 2

Revenues		
Ad Valorem Taxes	\$ 1,927,328	\$ 1,740,270
Interest & Misc.Income	102,307	37,095
	<u>2,029,635</u>	<u>1,777,365</u>
Expenses		
District Contract Expenses	1,170,470	1,209,560
Operations & Maintenance	2,582	1,889
Legal & Accounting	3,440	4,100
Tax Collection Fees	15,218	13,665
Interest Expense	-	-
Insurance	1,163	1,163
Depreciation	141,395	118,801
Total Expenses	<u>1,334,268</u>	<u>1,349,178</u>
Increase in Net Assets	<u>\$ 695,367</u>	<u>\$ 428,187</u>



Unrestricted net assets, the part of net assets that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements were \$1,605,368 at September 30, 2019.

The District has sufficient revenues to pay expenses of the District.

Fund Budgetary Highlights

The Board of Commissioners did make budget increases during the year. The analysis of the budget is reflected on the Schedule of Revenues, Expenditures and Changes in Net Position-Budget and Actual-(Non-GAAP Budgetary Basis) following the Notes to the Financial Statements.

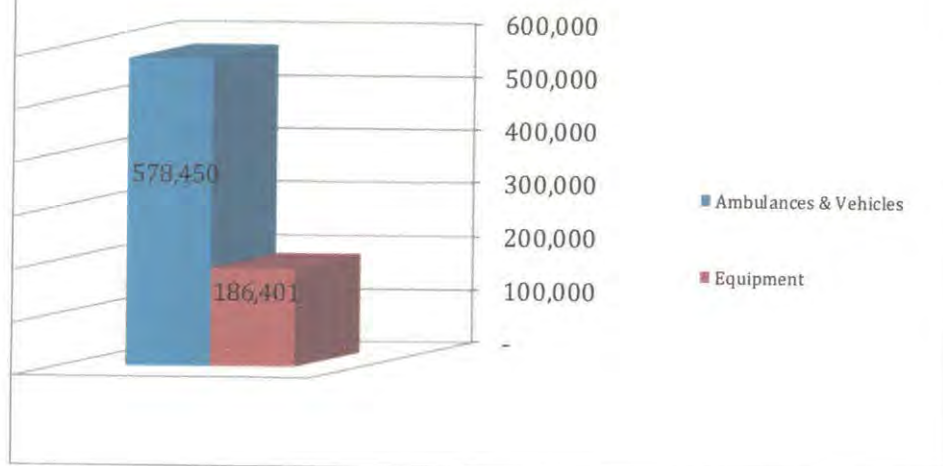
Revenues over expenses increased by \$474,382 during the year. Expenditures were \$259,495 less than budget and revenue was \$89,474 more than budgeted mainly due to increased tax revenue.

Capital Asset and Debt Administration

Capital Assets

At September 30, 2019, the District had \$1,661,629, excluding depreciation, invested in capital assets. Of this amount, \$1,134,297 represented ambulances and vehicles and \$527,332 is invested in depreciable equipment. Total depreciation for the year was \$141,395.

Fixed Assets(net of depreciation)



Debt Administration

The District had no debt as of September 30, 2019.

Economic Factors and Budgets and Rates

The District's appointed officials considered many factors when setting the fiscal year 2019 budget and tax rates. One of those factors is the economy and estimated needs to operate the District in the coming year.

This part of the county continues to grow, which provides some property tax revenue growth to offset inflationary trends in operating costs. As with many local government entities, the growth provides funding to help offset inflationary trends with existing programs, but it often leaves little funds available for new or enhanced programs or services.

Contacting the District's Financial Management

This financial report is designed to provide the taxpayers with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District's office at:

Ms. Halley Ortiz, Treasurer
Hays County ESD#2
P.O. Box 153
Buda, TX 78610

Hays County Emergency Services District #2
Statement of Net Position and Governmental Funds Balance Sheet
As of September 30, 2019

	General Fund	Adjustments (Note 5)	Statement of Net Assets
ASSETS			
Cash	\$ 18,650		\$ 18,650
Investments	2,088,855		2,088,855
Taxes receivable	24,619	-	24,619
Accounts Receivable	52,907	-	52,907
Capital assets:			
Capital Assets, net of accumulated depreciation	-	764,851	764,851
Total Assets	<u>2,185,031</u>	<u>764,851</u>	<u>2,949,882</u>
LIABILITIES			
Current Liabilities:			
Accounts Payable	99,674	-	99,674
Total liabilities	<u>99,674</u>	<u>-</u>	<u>99,674</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	24,619	(24,619)	-
FUND BALANCES/NET POSITION			
Fund Balances			
Fund balance - unassigned	2,060,738	(2,060,738)	
	<u>\$ 2,185,031</u>		
NET POSITION			
Net investment in capital assets			764,851
Unrestricted		2,085,357	2,085,357
TOTAL NET POSITION			<u>\$ 2,850,208</u>

See accompanying notes to the financial statements

Hays County Emergency Services District #2
Statement of Activities and Governmental Funds Statement
of Revenues, Expenditures and Changes in Fund Balances
For the Year ended September 30, 2019

	General Fund	Adjustments (Note 5)	Statement of Activities
Expenses:			
District Contract Expenses	\$ 1,170,470		\$ 1,170,470
Operations	2,582	-	2,582
Depreciation	-	141,395	141,395
Tax Collection Expenses	15,218		15,218
Professional Services	3,440		3,440
Capital Outlay	356,772	(356,772)	-
Debt Service	-	-	-
Insurance	1,163		1,163
Total expenses	<u>\$ 1,549,645</u>		<u>\$ 1,334,268</u>
General revenues:			
Ad Valorem Tax Revenues	1,921,720	5,608	1,927,328
Other Income	53,001	-	53,001
Interest Income	49,306		49,306
Total general revenue	<u>\$ 2,024,027</u>		<u>\$ 2,029,635</u>
Change in net position/fund balance	474,382		695,367
Net position/fund balance - beginning	1,586,356		2,154,841
Net position/fund balance - ending	<u><u>\$ 2,060,738</u></u>		<u><u>\$ 2,850,208</u></u>

See accompanying notes to the financial statements

Hays County Emergency Services District #2

Notes to the Financial Statements

For The Year Ending September 30, 2019

Note 1 Summary of Significant Accounting Policies

The accounting policies of the Hays County Emergency Services District #2 (the District) conform to generally accepted accounting principles (GAAP) in the United States of America applicable to state and local governments. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the District's policies are described below.

A. The Reporting Entity

Emergency Services Districts may be organized in the State of Texas under the provisions of Article III, Section 48-e of the State Constitution. The Northeast Hays County Emergency Services District (ESD) was confirmed by election in 1989. The District was established to arrange for emergency services within its boundaries. The District operates under the Health and Safety Code in Chapter 775, Emergency Services Districts. The District contracts with and disburses funds to the nonprofit emergency medical services corporation located in San Marcos to provide for the emergency services in the Buda area.

Northeast Hays County ESD #2 is not included in any other governmental reporting entity as defined in Section 2100, Codification of Governmental Accounting and Financial Reporting Standards. Additionally, no other entity meets these requirements for inclusion in Northeast Hays County ESD #2 financial statements.

The District is governed by a five-member board of emergency services commissioners (the Board) appointed for two-year terms by the Hays County Commissioners. The Board sets the budget and tax rate within limits authorized by Chapter 775 of the Health and Safety Code.

B. Government-Wide Financial and Fund Financial Statements

The District is considered a special purpose government under GASB Statement No. 34. This allows the district to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements to be prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the District's activities. The District services are supported primarily by ad valorem taxes. The Statement of Activities demonstrates how the District used revenue.

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within thirty-one days of

the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Interest and taxes associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

D. Cash and Cash Equivalents

Cash and cash equivalents are short-term highly liquid investments that are readily convertible to known amounts of cash and so near maturity that there is no significant risk of changes in value due to changes in interest rates.

E. Net Position

Net position represents the difference between assets and liabilities. Net position invested in capital assets, net of related debt consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets. Net position are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed. When both unassigned and committed or assigned funds are available for expenditure, committed or assigned funds are used first.

F. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from these estimates.

G. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

The District reported unavailable revenue in the form of property taxes as Deferred Inflows of Resources in the Statement of Net Position. Deferred Inflows arise when potential revenue does not meet both the measurable and available criteria for recognition in the current period. In general, monies received within thirty-one days after year-end are considered to have been for prior year services.

H. Capital Assets

All capital assets are capitalized at cost (or estimated historical cost) at the time of acquisition and updated for additions and retirements during the year. The District does not possess any infrastructure. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not. Depreciation is calculated on a straight-line basis.

Estimated useful lives are as follows:

Ambulances	10 years
Equipment	5 years

Note 2 – Cash Deposits and Investments

The District's deposits exposed to concentrations of credit risk consist of cash, which is deposited in two major financial institutions. At September 30, 2019, the carrying amount of the District's cash deposits was \$18,650 and the bank balance was \$18,650. The District has no deposits in excess of FDIC insurance.

Interest Rate Risk. The District does have a formal investment policy in place. The District's cash and cash equivalents are currently invested in short-term instruments such as certificates of deposits, money market funds and an interest-bearing checking account.

Credit Risk. The Board Directors has authorized the District to invest in compliance with V.A.T.C.S. Government Code, Title 10, Chapter 2256 (Public Funds Investment Act of 1993). Money in any fund may be placed in obligations of the United States or its instrumentalities; direct obligations of this state or its agencies; 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 United States; other obligations, the principal and interest of which are unconditionally guaranteed or insured by this state or the United States or its instrumentalities; and 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, Certificates of Deposit and any other investment authorized in Chapter 2256. Accordingly, cash is invested in money market funds or interest-bearing demand deposits and is stated at fair value.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the District's deposits may not be returned to it. As of September 30, 2019, all of the District's deposit balance was covered by federal depository insurance.

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

All investments at year end were held in the Texas Local Government Investment Pool (TexPool). The State Comptroller oversees TexPool, with Federated Investors managing the daily operations of the pool under a contract with the State Comptroller. TexPool is a 2(a)7 like fund, which means that it is structured similar to a money market mutual fund. It allows shareholders the ability to deposit or withdraw funds on a daily basis. Such funds seek to maintain a constant net asset value of \$1.00 although this cannot be fully guaranteed.

TexPool is rated AAAM (the highest rating a local government investment pool can achieve) and must maintain a dollar weighted average maturity not to exceed 60 days, which is the limit. At September 30,

2019 the TexPool portfolio had a weighted average maturity of 107 days. However, the District considers the holdings in these funds to have a one day weighted average maturity because the share position can usually be redeemed each day at the discretion of the shareholder, unless there has been a significant change in value.

As of September 30, 2019, the District had \$2,088,855 invested in TexPool.

Note 3 - Property Taxes

The District has the authority to levy a tax to a maximum of \$.010 per \$100 of value. Property Taxes are levied each October 1 on the assessed valuation of all taxable property in the District. The tax rate for the October 1, 2018 levy was \$.050 per \$100 of value. Taxes are due on receipt of the bill and are delinquent if not paid before February 1 of the year following the levy. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are billed and collected by the Hays County Tax Assessor-Collector.

Note 4 - Capital Assets

The following is a summary of changes in Capital assets for the year:

	Balance 9/30/18	Additions	Retirements	Balance 9/30/19
Capital assets being depreciated:				
Ambulances & Vehicles	\$ 777,525	\$ 356,772	\$ -	\$ 1,134,297
Equipment	527,332	-	-	527,332
Total assets being depreciated	1,304,857	356,772	-	1,661,629
Less accumulated depreciation	(755,384)	-	(141,395)	(896,779)
Total capital assets	\$ 549,473	\$ 356,772	\$ (141,395)	\$ 764,850

Note 5 – Adjustments to Convert Fund Statements to Government-Wide

Unrestricted fund balance - governmental fund	\$ 2,060,738
Increase net position for capital assets not reported in the governmental funds	764,851
Debt service not included in general fund	-
Taxes receivables deferred in the fund financial statements and in the government-wide financial statements	24,619
Net position - governmental activities	<u>\$ 2,850,208</u>
Net change in fund balance - governmental fund	474,382
Capital outlays recognized as expenditures in the fund financial statements	356,772
Depreciation expense not recognized in the fund financial statements	(141,395)
Long-term debt principal payments are recognized as expenditures in the fund financial statements	-
Interest expense not recognized in the General Fund	-
Net increase in tax receivable deferred in the fund financial statements and not in the government-wide financial statements	5,608
Change in net position - governmental activities	<u>\$ 695,367</u>

NOTE 6 – Budget Variances

The District adopts an annual budget for the General Fund. The District amends the budget as needed during the year. There were current year amendments. Certain revenue and expenses were different than budgeted, resulting in a lower than budgeted fund balance.

NOTE 7 – Subsequent Events

The board has reviewed subsequent events from year end to the date of this report, April 29, 2020 and no material issues were found.

NOTE 8 – Other Matters

Auditing standards GASB Cod. 2300.107 as well as FASB Statement No. 57 require disclosure by the governmental entity regarding related party transactions. No such instances or transactions were noted in the audit findings.

In early 2020, the United States was hit by a global pandemic of the COVID 19 virus, causing significant medical and economic impacts.

While the impacts of this ongoing pandemic will not be determined for months or years to come, early estimates indicate that the COVID 19 pandemic may have significant financial impacts to the District in ways that include, but are not limited to, the following:

- Significant decreases in tax revenue as a result of a decrease in property valuation, tax amnesty or abatement, potential foreclosures, etc.
- Potential decreases in insurance, Medicare/Medicaid, and other non-taxation revenue.
- Significant disruption of the medical supply chain resulting in higher prices for consumables, medication, and equipment.
- Need for significant increases in spending on Personal Protective Equipment (PPE) and storage for same.
- Potential for deferring or postponing spending on capital equipment as tentatively scheduled in the Five Year Plan.

SUPPLEMENTARY SCHEDULES

Hays County Emergency Services District #2
 Budgetary Comparison Schedule
 General Fund
 For the Year Ended September 30, 2019

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	Variance Positive (Negative)
Revenues:				
Ad Valorem Tax Revenues	\$ 1,914,453	\$ 1,914,453	\$ 1,921,720	\$ 7,267
Other Income	-	-	53,001	53,001
Interest Income	20,100	20,100	49,306	29,206
Total general revenue	<u>1,934,553</u>	<u>1,934,553</u>	<u>2,024,027</u>	<u>89,474</u>
Expenditures:				
Contracted EMS services	1,155,226	1,155,226	1,170,470	(15,244)
Operations	3,000	3,000	2,582	418
Tax Collection expenses	16,000	16,000	15,218	782
Professional Services	5,500	5,500	3,440	2,060
Debt Service	-	-	-	-
Insurance	1,500	1,500	1,163	337
Capital Outlay	627,914	627,914	356,772	271,142
Total Expenditures:	<u>1,809,140</u>	<u>1,809,140</u>	<u>1,549,645</u>	<u>259,495</u>
Net change in fund balance	125,413	125,413	474,382	348,969
Beginning fund balance	<u>1,586,356</u>	<u>1,586,356</u>	<u>1,586,356</u>	<u>-</u>
Ending fund balance	<u>\$ 1,711,769</u>	<u>\$ 1,711,769</u>	<u>\$ 2,060,738</u>	<u>\$ 348,969</u>

Hays County Emergency Services District #2

Communication to the Board

September 30, 2019

JANSEN AND GREGORCZYK

Certified Public Accountants

P.O. Box 1778

Kyle, TX 78640

April 29, 2020

To the Board of Commissioners
Northeast Hays County Emergency Services District #2

We have audited the financial statements of Hays County ESD #2 ("The District") for the year ended September 30, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 12, 2019. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2016. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate is the calculation for depreciation expense and the related accumulation depreciation.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole. A copy of all adjustments are included as an attachment to this letter.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 29, 2020.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Board of Commissioners of The District and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,


Jansen and Gregorczyk

Hays County ESD No. 2
Corrected Misstatements
September 30, 2019

Memo	Account	Debit	Credit
To record net accrual on deferred	Taxes Receivable	5,607.00	
To record net accrual on deferred	Deferred Income		5,607.00
		5,607.00	5,607.00
Reclass from expense - purchase of Ambulance	Ambulances	275,480.36	
Reclass from expense - purchase of Ambulance	New Equipment		275,480.36
		275,480.36	275,480.36
Improvements to ambulance	Ambulances	81,291.77	
Improvements to ambulance	Demand Unit Options		81,291.77
		81,291.77	81,291.77
To record annual depr	Depreciation Expense	141,395.00	
To record annual depr	Accumulated Depreciation		141,395.00
		141,395.00	141,395.00
TOTAL		503,774.13	503,774.13

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 a waiver to the purchasing policy for the Transportation Department to utilize Chemical Weed Control, Inc. related to herbicide treatments for three (3) NRCS Flood Control Dams located in San Marcos.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 19, 2020	\$6,525

LINE ITEM NUMBER

020-710-00.5453

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Transportation Director would like to request a waiver to the Purchasing Policy which requires three written quotes for services or goods exceeding \$1,500. The Operations Superintendent has reviewed options for this service and is recommending utilizing ChemWeed due to the complexities of the site areas and structures. ChemWeed provided the herbicide treatment last year and is familiar with the requirements. Funds were budgeted during the annual budget process for this expenditure.

Attachment: Chemical Weed Control Proposal

NRCS
Attn: Tim Vandevorde

SCOPE: CWC, inc. shall furnish all labor, equipment, supervision, and materials for weed control on the designated work site locations.

Herbicides will be applied in a safe, professional manner according to the restricted label usage. The equipment to be used is registered with TDA (Texas Dept. of Ag) and specifically designed for soil treatment. All herbicides used are approved by the EPA (Environmental Protection Agency). Herbicides to be applied are low toxic, non-corrosive, and non-flammable to be safe for humans and animals. Applicators are Licensed applicators within the state of TX, LA, and OK.

All work to be done is guaranteed for contract period of 90 days after application. There is NO extra charge for fuel, travel, or per diem under the scope of work awarded!

Weed Control Services on Dams

Dam#2 \$1,575.00 per application (90 day warranty)

Dam#3 \$1,800.00 per application (90 day warranty)

Dam#5 \$3,150.00 per application (90 day warranty)

Total cost for all 3 dams \$6,525.00 per application with warranty.

- This application would come with a 90-day warranty to ensure a 95% control to all vegetation in the targeted areas.

We appreciate the opportunity to serve you,

Andrew Honnert
Operations Manager, V.P.
Cell: 979.450.3527
Office: 979.778.1080
Fax: 979.778.9141
andrew@chemweed.com
www.chemweed.com

***All sites are GPS mapped and recorded for future applications.**

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 Additional Service Request No. 15 with HOK for work related to the Hays County Public Safety Bond projects.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 19, 2020	\$9,520.00

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

HOK's Additional Service Request (ASR) 15 to create design documents for the replacement of all existing data cabling that is less than Category 6 in the existing jail. If approved, this ASR will increase their contract by \$8,320.00 for fee and \$1,200.00 for reimbursable expenses (to be billed as encumbered). See attached proposal for further detail. This scope of work will be funded via the Hays County Public Safety Bond

**ADDITIONAL SERVICES - CLIENT**

Project: Hays County Jail
Client: Hays County
Date Prepared: 11 May 2020
HOK Project No.: 16.09019.01
Additional Service No.: 15
File: 16.09019.01.A1.1

Attention: County Judge Ruben Becerra
From: Curt Parde
Regarding: Jail – create bid documents for IT cabling replacement in the existing jail
Copies To: file; ECM

Hays County and HOK entered into an agreement dated 6/24/2016 (the "**Agreement**") for the provision of professional services in connection with Hays County Jail Facility at Uhland Road and the Public Safety Building at Stagecoach Drive in San Marcos. Except as expressly modified in this document, each and every term of the Agreement shall remain unchanged and in full force and effect.

Description of Work:

Create documents for bidding purposes that include the following scope:

1. Replace all existing horizontal data cabling that is less than Category 6.
 2. Create a new IDF closet in Room E363, including new rack, patch panels, horizontal & vertical wire managers, network switches and UPS.
 3. Replace existing rack, patch panels, horizontal & vertical wire managers, network switches and UPS in Room E263.
 4. Replace existing rack, patch panels, horizontal & vertical wire managers, network switches and UPS in Room E158.
-

Compensation & Method: ☐ Hourly w/ estimated maximum

☒ Fixed Fee

Jail \$8,320

Reimbursable Expenses (estimated) \$1,200

Total Compensation \$9,520

Issued by:

HOK
Printed Name: Curt Parde
Date: 11 May 2020

Client Approval:

Hays County
Printed Name: County Judge Ruben Becerra
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 Census Complete Count Committee to utilize the United Way grant funds for Census Outreach programs including a Writing Contest, Children's Storybook Production, reimbursement related to the "72-Hour Film Race" and other Census Outreach Events and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 19, 2020	N/A

LINE ITEM NUMBER

001-712-16-129]

AUDITOR USE ONLY**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
COLLINS	BECERRA	INGALSBE

SUMMARY

Due to Social Distancing guidelines and limitations related to mass gatherings, the Census Complete County Committee would like to roll out additional programs to reach "hard to count" areas throughout the County related to the Census Outreach Program. Identified programs include:

1. Census Writing Contest - an online event hosted by the Indigenous Cultures Institute and the Complete Count Committee. Funds will be used for social media outreach and prizes. Total cost estimated to be \$1,000.
2. Children's Storybook Production - the committee received three quotes with FedEx Office providing the lowest bid. They will produce 600 Census Storybooks, 420 English and 180 Spanish versions. These books will be distributed through Community Action, Greater San Marcos Youth Council, Hays County Food Bank and the Indigenous Cultures Institute. Total cost will be \$2,244.24.
3. The "72-Hour Film Race" - ratify the expenditures related to this annual film competition. Funds will be paid to the San Marcos Cinema Club for expenses incurred May 14-17th related to the organization and prizes this event. Identified expenses are \$500 for Stars & Stripes Drive-In Movie screen rental fee, \$225 in prizes, \$25 for event design and \$100 in online advertising. Total reimbursement will be \$875.
4. The Census Complete Count Committee meets bi-weekly with the United Way for Greater Austin to determine additional events or outreach that is needed throughout the County and would like the Court's consideration to authorize flexibility to use the remaining grant funds as needed for social media outreach, supplies, printing, recreational supplies, consumables and events to reach the hard to count areas and create a successful outreach program. All event and outreach planning is voted on by all committee members and approved by the UW for use of grant funds.

All funding will be provided by the United Way grant contribution. A budget amendment is needed for printed materials, including the storybooks and other brochures and flyers.

Budget Amendment: Increase Printing Services .5461 - \$4,000
Decrease Miscellaneous .5391 - (\$4,000)

Attachments: Children's Storybook Quote
Film Race Guidelines



BID



4401-02H39-2

San Marcos TX
303 N Edward Gary St
San Marcos, TX 78666

Telephone: 512.396.1559
Fax: 512.396.1012

Prepared for: Anita Collins
Hays County Auditor
Telephone: 512.393.2205
Bid Name: 123 NBC
Description: FS Color Copies

Bid Reference: 4401-02H39-2
Date: 04/20/2020
Estimator: Robyn Bochmann
Store Number: 4401

Quantity	Description	Unit Price	Disc. Price	Line Total	Discount	Sub-Total
500	Coil Mixed Covers	\$5.4900	\$1.1672	\$2745.00	\$2161.40	\$583.60
7000	CLR 2S Copy/Print	\$1.3800	\$0.1837	\$9660.00	\$8373.40	\$1286.60
100	Coil Mixed Covers	\$5.4900	\$1.1672	\$549.00	\$432.28	\$116.72
1400	CLR 2S Copy/Print	\$1.38	\$0.1837	\$1932.00	\$1674.68	\$257.32
* Summary Total:						\$2244.24

Bring this letter to any of our FedEx Office locations to begin processing your order. If we can be of any future assistance please do not hesitate to contact us.

* Tax based on local jurisdiction at time of tender.

Accepted by: _____

Quantities and descriptions listed in the above section are based upon information provided by the customer. Any changes in customer project information will require a new estimate. Quote not valid for fulfillment at university, hotel and convention center locations. University, hotel and convention centers must be bid on-site at the location. This price quote is valid until 06/02/2020. © 2016 FedEx Office Print and Ship Center, Inc. All rights reserved. Cs06.117 8.07



San Marcos TX
303 N Edward Gary St
San Marcos, TX 78666
Telephone: 512.396.1559
Fax: 512.396.1012

April 20, 2020

Anita Collins
Hays County Auditor
Telephone: 512.393.2205

Anita Collins:

Thank you for the opportunity to bid on your print work. As the largest print production network in North America, we have the capabilities to print virtually any project - large or small.

With our innovative technology and top-of-the-line equipment, we can ensure superior quality and results. And, with FedEx in our name, you know you can count on on-time delivery!

The attached page shows the details of your specific project.

This barcode can be used at any of our 1,800+ locations to begin producing your order:



We look forward to partnering with you on this project, and if we can be of assistance with any future work, please don't hesitate to contact us.

Sincerely,

Robyn Bochmann
Store Manager

72-HOUR FILM RACE

The countywide 4th annual filmmaking contest, the 72-Hour Film Race, will transpire May 14-17 all across Hays, with a screening at Stars & Stripes Drive In & an online viewing in late May!

We have adjusted the yearly competition to comply with social-distancing suggestions, which is why we selected a drive-in movie theatre for the community viewing to culminate the weekend's contest. We've never had fewer than 100 attendees in years past, and expect even more participants this year (there are 268 going/interested [on our FB event](#) with no promotion whatsoever yet).

The Film Race consists of filmmaking teams receiving 6 prompts that their short film must creatively encompass -- a location, a prop, a character, etc -- for maximum points with only 3 days to complete the challenge. This year, we plan to make one of the prompts Census themed, as a means of requiring every cinematic creation to uplift the importance of the Census for both filmmakers as well as audiences. As you know, Cinema Club often draws participation from students as well as filmmakers of color – each one a hard-to-count community.

Initially, we were given funding by San Marcos Arts Commission for the 72-Hour Film Race, but due to our decision to host the Community Viewing just outside of San Marcos at the drive-in -- due to restrictions imposed by COVID-19 -- we are now forced to pay for the event out of pocket instead: **\$500 for the screen**

rental; \$225 in prizes; \$25 in design expenses; & \$100 in online advertising, so \$875 altogether.

Prior to watching the 72-Hour Film Race submissions, at sundown on Sunday, May 17, we will also view local entries to our countywide [Video PSA Contest](#) to promote the U.S. Census -- literally on the largest screen in Texas, there at the drive-in!

We write to respectfully request a contribution from the Hays County CCC to help underwrite our coronavirus-compliant filmmaking contest, this year themed to promote the U.S. Census. **Any gift of \$500 or more would be greatly appreciated**, as we had been depending on the Arts Commission money to pull off the event, but we do not think postponement, nor risky public screenings, are the way to go given the urgency of classes ending & the pressing timeline of Census efforts.

San Marcos Cinema Club is a 501c3 organization, a previous recipient of the SMarts Award from the Arts Commission, with a FB following of 1,800 people & an email list of several hundred more folks. *San Marcos Daily Record* featured a story on the film race last Sunday, as they have every year previous, about the 72-Hour Film Race, and we expect additional media coverage, as well.

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 Department of State Health Service (DSHS) Emergency Preparedness PHEP grant for Personal Protection Equipment and Supplies related to COVID-19.

ITEM TYPE

CONSENT

MEETING DATE

May 19, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

120-675-99-058]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

T.CRUMLEY

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Due to COVID-19 safety concerns & travel restrictions, funds previously budgeted for continuing education will be used to purchase PPE (gloves, masks & gowns) & medical supplies (thermometers & sanitizing supplies) related to COVID-19 response. Funding for this purchase has been identified in the DSHS PHEP grant.

Budget Amendment:

Decrease .5551 Continuing Education (\$4,100)

Increase .5225 PPE Supplies \$4,000

Increase .5231 Medical and Safety Supplies \$100

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

Accept \$16,000 in grant contributions on behalf of the Hays County Child Protective Board and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 19, 2020	N/A

LINE ITEM NUMBER

001-895-98-354]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

The Hays County Child Protective Board has received \$16,000 in grant funding (\$6,000 from San Marcos Lions Club and \$10,000 from The Remme Family utilizing the county federal tax identification number as authorized.

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

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

Budget Amendment:

Increase Contributions: .4610

Increase Social Service Project Contributions: .5600

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 \$3,156.42 Service Proposal with Firetrol Protection Systems for the Juvenile Detention Center related to fire alarm repairs and fire sprinkler system inspection and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 19, 2020	\$3,157

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

On April 21, 2020 the Court authorized repairs to the JDC fire alarm control panel with Firetrol Protection Systems. Upon completion of the repair, it was noted that the annunciator was not communicating with the fire panel. This repair is needed in order for the system to function properly. Additionally, Firetrol will perform the annual inspections for the fire sprinkler system. Funds are available within the Juvenile Center Operating budget for this repair and service.

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

Budget Amendment:
Increase Building Maintenance & Repair .5451
Decrease Medical Insurance Savings .5160 400



FIRETROL

Protection Systems

Friday, May 15, 2020

Attention: **Stephanie Hunt/Brett Littlejohn**
BUYBOARD CONTRACT 574-18

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 (annunciator)

1 – LCD ANN W/COM CONTROLS, EDW
 Parts Total: \$436.42 (includes BuyBoard 25% Discount)

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

2 techs (8 hours/each - 16hrs total)
 Labor Total: \$1,360.00

TOTAL FIRE ALARM SERVICE:	\$1,796.42
----------------------------------	-------------------

Scope of Work:

Firetrol to provide annual inspection on the current fire sprinkler system to include the following:

Fire Alarm wet sprinkler system risers

Fire Sprinkler Backflows

Fire Sprinkler Head inspections

Testing labor (BuyBoard) \$85/hour

2 techs (8 hours/each - 16hrs total)
 Labor Total: \$1,360.00

TOTAL SPRINKLER SERVICE:	\$1,360.00
---------------------------------	-------------------

GRAND TOTAL:	\$3,156.42
---------------------	-------------------

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.

Exclusions:

- Integrity of the existing system
- Unforeseen conditions within walls/floors/ceilings
- Sheetrock, patchwork, painting
- Fire Watch on inoperable systems
- Shift work, work stoppages, overtime, or delays
- Any additions required by the AHJ
- Tax



FIRETROL

Protection Systems

Proprietary & Confidential

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:

Authorized
Signature of Customer _____

NAME Heather Foster

NAME _____

TITLE Heather Foster
Service Sales

TITLE _____

DATE May 15, 2020

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

Authorize the County Judge to execute Proposals with Southwest Solutions Group for storage systems and medical equipment for the Public Safety Bond projects and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 19, 2020	\$401,131

LINE ITEM NUMBER

Fund 006

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Public Safety Bond Executive Committee, Project Management Team, and Purchasing have reviewed the Southwest Solutions Group proposals for storage systems and medical equipment and are ready to move forward with the purchases through the Sourcewell Contract #121919-KII. These items will be installed in various locations within the new Jail Addition, Training Building, and PSB. Funds were budgeted in the new Public Safety Bond FFE budget

Attachments:

\$141,465.19 - Southwest Solutions Group Quote #116037 - New Jail Facility
\$259,665.45 - Southwest Solutions Group Quote #116775 - Public Safety Building
Sourcewell Contract #121919-KII

Budget Amendment:

New Jail Facility
Increase Misc Equipment_Capital - 006-852-94-200.5719_700
Decrease Office Equipment_Operating - 006-852-94-200.5711_400
Public Safety Building
Increase Misc Equipment_Capital - 006-852-94-201.5719_700
Decrease Construction_Capital - 006-852-94-201.5611_700

Southwest Solutions Group, Inc.

2300 Greenhill Dr.
Bldg. H Suite 800
Round Rock, TX 78664
Phone: (800) 803-1083

**Quote # 116037**

Date: April 6, 2020

Project # 72718

Page 1 of 5

www.southwestsolutions.com

Credit Card payments over \$25,000 are
subject to a 2.50% Convenience Fee

BILL TO:

Hays County Jail
San Marcos, TX

INSTALL TO:

Hays County Jail
San Marcos, TX

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Brandon Baird	Hays County Jail FF&E Storage Items	Net 30 - Billable upon delivery, payment due in 30 days	8 to 10 weeks (after receipt of order)

72718-FFE-1D: FFE Package: Installed: Sourcewell

LINE	DESCRIPTION
1	Per Drawing: 72718-FFE-1D AMMO Storage G107: Two single faced stationary unit, 3'0" long x 18" deep x 85 1/4" high. One single faced stationary unit, 8'0" long x 18" deep x 85 1/4" high. Two single faced stationary units, 12'0" long x 18" deep x 85 1/4" high. All shelving will be provided with 6 openings per face.
2	Per Drawing: 72718-FFE-1D Equip A102.28: One single faced stationary unit, 12'0" long x 24" deep x 85 1/4" high. All shelving will be provided with 5 openings per face.
3	Per Drawing: 72718-FFE-1D Equip Storage D102.01: One single faced stationary unit, 4'0" long x 30" deep x 41 1/4" high. One single faced stationary unit, 3'6" long x 30" deep x 41 1/4" high. One single faced stationary unit, 12'0" long x 30" deep x 41 1/4" high. All shelving will be provided with 3 openings per face
4	Per Drawing: 72718-FFE-1D Janitor C101.28: One single faced stationary unit, 4'0" long x 18" deep x 85 1/4" high. All shelving will be provided with 5 openings per face.
5	Per Drawing: 72718-FFE-1D Janitor C102.28: One single faced stationary unit, 4'0" long x 18" deep x 85 1/4" high. All shelving will be provided with 5 openings per face.
6	Per Drawing: 72718-FFE-1D Janitor C103.28: One single faced stationary unit, 4'0" long x 18" deep x 85 1/4" high. All shelving will be provided with 5 openings per face.
7	Per Drawing: 72718-FFE-1D Janitor C104.28: One single faced stationary unit, 4'0" long x 18" deep x 85 1/4" high. All shelving will be provided with 5 openings per face.
8	Per Drawing: 72718-FFE-1D Janitor D103.23: One single faced stationary unit, 2'6" long x 18" deep x 85 1/4" high. All shelving will be provided with 5 openings per face.
9	Per Drawing: 72718-FFE-1D Janitor D104.07: One single faced stationary unit, 4'0" long x 18" deep x 85 1/4" high. All shelving will be provided with 5 openings per face.

**HIGH DENSITY STORAGE****DOCUMENT SCANNING****MODULAR CASEWORK****MOVABLE WALLS****AUTOMATED STORAGE**

Southwest Solutions Group, Inc.

2300 Greenhill Dr.
Bldg. H Suite 800
Round Rock, TX 78664
Phone: (800) 803-1083

**Quote # 116037**

Date: April 6, 2020

Project # 72718

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www.southwestsolutions.com

Credit Card payments over \$25,000 are
subject to a 2.50% Convenience Fee

BILL TO:

Hays County Jail
San Marcos, TX

INSTALL TO:

Hays County Jail
San Marcos, TX

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Brandon Baird	Hays County Jail FF&E Storage Items	Net 30 - Billable upon delivery, payment due in 30 days	8 to 10 weeks (after receipt of order)

72718-FFE-1D: FFE Package: Installed: Sourcewell

LINE	DESCRIPTION
10	Per Drawing: 72718-FFE-1D Janitor G127: One single faced stationary unit, 4'0" long x 18" deep x 85 1/4" high. All shelving will be provided with 6 openings per face.
11	Per Drawing: 72718-FFE-1D Library Storage E182: One single faced stationary unit, 6'6" long x 18" deep x 41 1/4" high. Three double faced stationary unit, 6'6" long x 36" deep x 41 1/4" high. All shelving will be provided with 3 openings per face, 2 adjustable dividers per opening
12	Per Drawing: 72718-FFE-1D Med Records D101.12: One single faced stationary unit, 10'0" long x 15" deep x 85 1/4" high. All shelving will be provided with 6 openings per face and 3 adjustable dividers per opening. One single faced stationary unit, 3'0" long x 18" deep x 85 1/4" high. All shelving will be provided with 5 openings per face.
13	Per Drawing: 72718-FFE-1D Medical Supplies D101.13: One single faced stationary unit, 3'0" long x 15" deep x 84" high. Two single faced stationary units, 6'0" long x 15" deep x 84" high. All shelving will be provided with 6 openings per face.
14	Per Drawing: 72718-FFE-1D Quartermaster E403.01: Three single faced stationary units, 4'0" long x 24" deep x 85 1/4" high. Twelve single faced stationary units, 3'0" long x 24" deep x 85 1/4" high. Elevations per drawing.
15	Per Drawing: 72718-FFE-1D Storage A102.25: One single faced stationary unit, 9'0" long x 18" deep x 85 1/4" high. One single faced stationary unit, 10'6" long x 18" deep x 85 1/4" high. All shelving will be provided with 5 openings per face.
16	Per Drawing: 72718-FFE-1D Storage A102.37: One single faced stationary unit, 3'0" long x 18" deep x 85 1/4" high. One single faced stationary unit, 8'6" long x 18" deep x 85 1/4" high. All shelving will be provided with 5 openings per face.
17	Per Drawing: 72718-FFE-1D Storage A102.39: One single faced stationary unit, 3'0" long x 18" deep x 85 1/4" high. All shelving will be provided with 5 openings per face.
18	Per Drawing: 72718-FFE-1D Storage A104.01: One single faced stationary unit, 20'0" long x 18" deep x 85 1/4" high. All shelving will be provided with 5 openings per face.

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Hays County Jail
San Marcos, TX

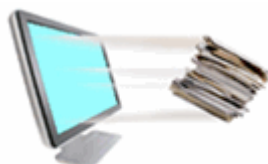
INSTALL TO:

Hays County Jail
San Marcos, TX

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Brandon Baird	Hays County Jail FF&E Storage Items	Net 30 - Billable upon delivery, payment due in 30 days	8 to 10 weeks (after receipt of order)

72718-FFE-1D: FFE Package: Installed: Sourcewell

LINE	DESCRIPTION
19	Per Drawing: 72718-FFE-1D Storage B106.17: One single faced stationary unit, 4'0" long x 18" deep x 85 1/4" high. All shelving will be provided with 5 openings per face.
20	Per Drawing: 72718-FFE-1D Storage C103.25: One single faced stationary unit, 12'0" long x 18" deep x 85 1/4" high. All shelving will be provided with 5 openings per face.
21	Per Drawing: 72718-FFE-1D Storage C104.25: Two single faced stationary unit, 9'0" long x 18" deep x 85 1/4" high. All shelving will be provided with 5 openings per face.
22	Per Drawing: 72718-FFE-1D Storage D103.27: One single faced stationary unit, 8'0" long x 18" deep x 85 1/4" high. All shelving will be provided with 5 openings per face.
23	Per Drawing: 72718-FFE-1D Storage D106.26: One single faced stationary unit, 12'0" long x 18" deep x 85 1/4" high. One single faced stationary unit, 11'0" long x 24" deep x 85 1/4" high. All shelving will be provided with 5 openings per face.
24	Per Drawing: 72718-FFE-1D Storage D106.38: One single faced stationary unit, 12'6" long x 18" deep x 85 1/4" high. One single faced stationary unit, 14'0" long x 18" deep x 85 1/4" high. All shelving will be provided with 5 openings per face.
25	Per Drawing: 72718-FFE-1D Storage E403.03: Nine single faced stationary units, 3'6" long x 36" deep x 85 1/4" high. Three single faced stationary units, 3'0" long x 36" deep x 85 1/4" high. Elevation per drawing.
26	Per Drawing: 72718-FFE-1D Storage E403.06: One single faced stationary unit, 4'0" long x 24" deep x 85 1/4" high. Four single faced stationary units, 3'6" long x 24" deep x 85 1/4" high. Elevation per drawing.
27	Per Drawing: 72718-FFE-1D Storage E403.10: Three weapons racks, 42" wide x 16" deep x 84" high.
28	Per Drawing: 72718-FFE-1D Storage/Janitor C101.25: One single faced stationary unit, 4'0" long x 18" deep x 85 1/4" high. All shelving will be provided with 5 openings per face.

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Quote # 116037

Date: April 6, 2020

Project # 72718

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INSTALL TO:

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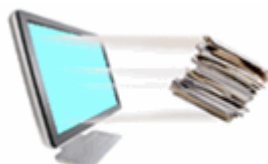
SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Brandon Baird	Hays County Jail FF&E Storage Items	Net 30 - Billable upon delivery, payment due in 30 days	8 to 10 weeks (after receipt of order)

72718-FFE-1D: FFE Package: Installed: Sourcewell

LINE	DESCRIPTION
29	Per Drawing: 72718-FFE-1D SWAT E198: One single faced stationary unit, 19'0" long x 24" deep x 85 1/4" high. Elevation per drawing.
30	Per Drawing: 72718-FFE-1D Workroom Supplies G102: One single faced stationary unit, 8'0" long x 18" deep x 85 1/4" high. One single faced stationary unit, 7'6" long x 18" deep x 85 1/4" high. All shelving will be provided with 6 openings per face.
31	REMOVED
32	REMOVED
33	REMOVED
34	REMOVED
35	REMOVED
36	REMOVED
37	REMOVED
38	REMOVED



HIGH DENSITY STORAGE



DOCUMENT SCANNING



MODULAR CASEWORK



MOVABLE WALLS



AUTOMATED STORAGE

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Quote # 116037

Date: April 6, 2020

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SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Brandon Baird	Hays County Jail FF&E Storage Items	Net 30 - Billable upon delivery, payment due in 30 days	8 to 10 weeks (after receipt of order)

72718-FFE-1D: FFE Package: Installed: Sourcewell

LINE	DESCRIPTION
39	REMOVED
40	REMOVED
41	REMOVED
42	REMOVED
43	Midmark Medical Exam Equip & Dental Chair: Qty: 11- Triage Stools per specification, Qty: 1- Ritter 225 Examination Chair, Qty: 4- Ritter 95 Procedure Tables, Qty: 4 - Diagnostic Instrument Panels, Qty: 1- Ultratrim Dental Chair (includes doctor's unit, assistant's instrumentation, LED light and doctor and assistants' stools. This package assumes the operatory room will be setup for electrical, compressed air and vacuum and all plumbed to the chair provided by others. Power to come up from floor.

Subtotal: \$141,465.19

Plus Applicable Sales Tax:

Total: \$141,465.19

Authorized Signature:

Date:

P.O. #:



Qty	Part no	Description	Price	Total	Net Unit Price	Net Total Price
AMMO Storage G107						
2	FB-3002	FRONT BASE, 30W X 2H	\$6.75	\$13.50	\$3.52	\$7.03
11	FB-3602	FRONT BASE, 36W X 2H	\$6.75	\$74.25	\$3.52	\$38.68
12	SH-3018-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 30W x 18D x 0.75H	\$36.75	\$441.00	\$19.15	\$229.76
77	SH-3618-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 36W x 18D x 0.75H	\$39.75	\$3,060.75	\$20.71	\$1,594.65
24	SS-3014-H	SHELF SUPPORT,HEAVY,30 X14	\$6.10	\$146.40	\$3.18	\$76.27
154	SS-3611-H	SHELF SUPPORT,HEAVY,36 X 11	\$9.80	\$1,509.20	\$5.11	\$786.29
10	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$885.00	\$46.11	\$461.09
8	US-1885-CT	Upright, 4Post, Closed Tee, 18D x 85.25H	\$98.50	\$788.00	\$51.32	\$410.55
Charge						
1	MATSURCHARGE	Material Surcharge	\$276.72	\$276.72	\$276.72	\$276.72
Equip A102.28						
3	FB-4802	FRONT BASE, 48W X 2H	\$9.00	\$27.00	\$4.69	\$14.07
3	SH-4824-P	Plain Shelf, 4Post, Double-Face, Heavy Duty, 48W x 24D x 0.75H	\$68.00	\$204.00	\$35.43	\$106.28
15	SH-4824-S	Slotted Shelf, 4Post, Double-Face, Heavy Duty, 48W x 24D x 0.75H	\$64.00	\$960.00	\$33.34	\$500.16
30	SR-24-H	SHELF REINFORCEMENT,24 HEAVY	\$5.25	\$157.50	\$2.74	\$82.06
36	SS-4811-H	SHELF SUPPORT,48 X 11	\$12.75	\$459.00	\$6.64	\$239.14
2	US-2485-CA	Upright, 4Post, Closed Angle, 24D x 85.25H	\$100.00	\$200.00	\$52.10	\$104.20
2	US-2485-CT	Upright, 4Post, Closed Tee, 24D x 85.25H	\$115.00	\$230.00	\$59.92	\$119.83
Charge						
1	MATSURCHARGE	Material Surcharge	\$89.50	\$89.50	\$89.50	\$89.50
Equip Storage D102.01						
1	FB-4202	FRONT BASE, 42W X 2H	\$8.00	\$8.00	\$4.17	\$4.17
4	FB-4802	FRONT BASE, 48W X 2H	\$9.00	\$36.00	\$4.69	\$18.76
4	SH-4230-P	Plain Shelf, 4Post, Double-Face, Heavy Duty, 42W x 30D x 0.75H	\$73.50	\$294.00	\$38.29	\$153.17
16	SH-4830-P	Plain Shelf, 4Post, Double-Face, Heavy Duty, 48W x 30D x 0.75H	\$83.00	\$1,328.00	\$43.24	\$691.89
30	SR-30-H	SHELF REINFORCEMENT,30 HEAVY	\$6.55	\$196.50	\$3.41	\$102.38
8	SS-4211-H	SHELF SUPPORT,HEAVY,42 X 11	\$10.75	\$86.00	\$5.60	\$44.81
32	SS-4811-H	SHELF SUPPORT,48 X 11	\$12.75	\$408.00	\$6.64	\$212.57
6	US-3040-CA	Upright, 4Post, Closed Angle, 30D x 40.25H	\$88.50	\$531.00	\$46.11	\$276.65
2	US-3040-CT	Upright, 4Post, Closed Tee, 30D x 40.25H	\$96.50	\$193.00	\$50.28	\$100.55
Charge						
1	MATSURCHARGE	Material Surcharge	\$123.22	\$123.22	\$123.22	\$123.22
Janitor C101.28						
1	FB-4802	FRONT BASE, 48W X 2H	\$9.00	\$9.00	\$4.69	\$4.69
1	SH-4818-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$51.50	\$26.83	\$26.83
5	SH-4818-S	Slotted Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$257.50	\$26.83	\$134.16
12	SS-4811-H	SHELF SUPPORT,48 X 11	\$12.75	\$153.00	\$6.64	\$79.71
2	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$177.00	\$46.11	\$92.22
Charge						
1	MATSURCHARGE	Material Surcharge	\$25.92	\$25.92	\$25.92	\$25.92
Janitor C102.28						
1	FB-4802	FRONT BASE, 48W X 2H	\$9.00	\$9.00	\$4.69	\$4.69
1	SH-4818-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$51.50	\$26.83	\$26.83
5	SH-4818-S	Slotted Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$257.50	\$26.83	\$134.16
12	SS-4811-H	SHELF SUPPORT,48 X 11	\$12.75	\$153.00	\$6.64	\$79.71
2	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$177.00	\$46.11	\$92.22
Charge						
1	MATSURCHARGE	Material Surcharge	\$25.92	\$25.92	\$25.92	\$25.92
Janitor C103.28						
1	FB-4802	FRONT BASE, 48W X 2H	\$9.00	\$9.00	\$4.69	\$4.69
1	SH-4818-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$51.50	\$26.83	\$26.83
5	SH-4818-S	Slotted Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$257.50	\$26.83	\$134.16
12	SS-4811-H	SHELF SUPPORT,48 X 11	\$12.75	\$153.00	\$6.64	\$79.71
2	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$177.00	\$46.11	\$92.22
Charge						
1	MATSURCHARGE	Material Surcharge	\$25.92	\$25.92	\$25.92	\$25.92
Janitor C104.28						
1	FB-4802	FRONT BASE, 48W X 2H	\$9.00	\$9.00	\$4.69	\$4.69
1	SH-4818-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$51.50	\$26.83	\$26.83
5	SH-4818-S	Slotted Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$257.50	\$26.83	\$134.16
12	SS-4811-H	SHELF SUPPORT,48 X 11	\$12.75	\$153.00	\$6.64	\$79.71
2	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$177.00	\$46.11	\$92.22
Charge						
1	MATSURCHARGE	Material Surcharge	\$25.92	\$25.92	\$25.92	\$25.92
Janitor D103.23						

1	FB-3002	FRONT BASE, 30W X 2H	\$6.75	\$6.75	\$3.52	\$3.52
6	SH-3018-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 30W x 18D x 0.75H	\$36.75	\$220.50	\$19.15	\$114.88
12	SS-3014-H	SHELF SUPPORT,HEAVY,30 X14	\$6.10	\$73.20	\$3.18	\$38.14
2	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$177.00	\$46.11	\$92.22
Charge						
1	MATSURCHARGE	Material Surcharge	\$19.10	\$19.10	\$19.10	\$19.10
Janitor D104.07						
1	FB-4802	FRONT BASE, 48W X 2H	\$9.00	\$9.00	\$4.69	\$4.69
6	SH-4818-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$309.00	\$26.83	\$160.99
12	SS-4811-H	SHELF SUPPORT,48 X 11	\$12.75	\$153.00	\$6.64	\$79.71
2	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$177.00	\$46.11	\$92.22
Charge						
1	MATSURCHARGE	Material Surcharge	\$25.92	\$25.92	\$25.92	\$25.92
Janitor G127						
1	FB-4802	FRONT BASE, 48W X 2H	\$9.00	\$9.00	\$4.69	\$4.69
7	SH-4818-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$360.50	\$26.83	\$187.82
14	SS-4811-H	SHELF SUPPORT,48 X 11	\$12.75	\$178.50	\$6.64	\$93.00
2	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$177.00	\$46.11	\$92.22
Charge						
1	MATSURCHARGE	Material Surcharge	\$29.00	\$29.00	\$29.00	\$29.00
Library Storage E182						
21	BS-36-F	Back Stop, 4Post/Case, Standard, Slotted, 36W x 2.5H	\$9.75	\$204.75	\$5.08	\$106.67
21	BS-42-F	Back Stop, 4Post/Case, Standard, Slotted, 42W x 2.5H	\$10.50	\$220.50	\$5.47	\$114.88
9	CP	CLOTHESPIN	\$2.95	\$26.55	\$1.54	\$13.83
7	FB-3602	FRONT BASE, 36W X 2H	\$6.75	\$47.25	\$3.52	\$24.62
7	FB-4202	FRONT BASE, 42W X 2H	\$8.00	\$56.00	\$4.17	\$29.18
84	FD-1606	FILE DIVIDER 16 X 6	\$8.65	\$726.60	\$4.51	\$378.56
7	SF-3618-P	Plain Shelf, 4Post, Single-Face, 36W x 18D x 0.75H	\$26.25	\$183.75	\$13.68	\$95.73
21	SF-3618-S	Slotted Shelf, 4Post, Single-Face, 36W x 18D x 0.75H	\$26.25	\$551.25	\$13.68	\$287.20
7	SF-4218-P	Plain Shelf, 4Post, Single-Face, 42W x 18D x 0.75H	\$32.75	\$229.25	\$17.06	\$119.44
21	SF-4218-S	Slotted Shelf, 4Post, Single-Face, 42W x 18D x 0.75H	\$32.75	\$687.75	\$17.06	\$358.32
42	SR-18-F	SHELF REINFORCEMENT,18	\$3.85	\$161.70	\$2.01	\$84.25
56	SS-3614-F	SHELF SUPPORT,36 X 14	\$6.10	\$341.60	\$3.18	\$177.97
56	SS-4211-F	SHELF SUPPORT,42 X 11	\$10.75	\$602.00	\$5.60	\$313.64
14	US-1840-CA	Upright, 4Post, Closed Angle, 18D x 40.25H	\$66.00	\$924.00	\$34.39	\$481.40
7	US-1840-CT	Upright, 4Post, Closed Tee, 18D x 40.25H	\$73.50	\$514.50	\$38.29	\$268.05
Charge						
1	MATSURCHARGE	Material Surcharge	\$219.10	\$219.10	\$219.10	\$219.10
Linen D101.01						
Charge						
Med Records D101.12						
4	BH-30	Back Holder, 4Post/Case, 30W	\$7.95	\$31.80	\$4.14	\$16.57
4	BP-3085	Back Panel, 4Post/Case, 30W x 85.25H	\$150.00	\$600.00	\$78.15	\$312.60
24	BS-30-F	Back Stop, 4Post/Case, Standard, Slotted, 30W x 2.5H	\$9.75	\$234.00	\$5.08	\$121.91
4	FB-3002	FRONT BASE, 30W X 2H	\$6.75	\$27.00	\$3.52	\$14.07
1	FB-3602	FRONT BASE, 36W X 2H	\$6.75	\$6.75	\$3.52	\$3.52
72	FD-1306	FILE DIVIDER 13 X 6	\$4.50	\$324.00	\$2.34	\$168.80
4	SF-3015-P	Plain Shelf, 4Post, Single-Face, 30W x 15D x 0.75H	\$21.00	\$84.00	\$10.94	\$43.76
24	SF-3015-S	Slotted Shelf, 4Post, Single-Face, 30W x 15D x 0.75H	\$21.00	\$504.00	\$10.94	\$262.58
1	SH-3618-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 36W x 18D x 0.75H	\$39.75	\$39.75	\$20.71	\$20.71
5	SH-3618-S	Slotted Shelf, 4Post, Single-Face, Heavy Duty, 36W x 18D x 0.75H	\$39.75	\$198.75	\$20.71	\$103.55
56	SS-3014-F	SHELF SUPPORT,30 X 14	\$5.45	\$305.20	\$2.84	\$159.01
12	SS-3611-H	SHELF SUPPORT,HEAVY,36 X 11	\$9.80	\$117.60	\$5.11	\$61.27
2	US-1585-CA	Upright, 4Post, Closed Angle, 15D x 85.25H	\$82.50	\$165.00	\$42.98	\$85.97
3	US-1585-CT	Upright, 4Post, Closed Tee, 15D x 85.25H	\$93.00	\$279.00	\$48.45	\$145.36
2	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$177.00	\$46.11	\$92.22
Charge						
1	MATSURCHARGE	Material Surcharge	\$123.75	\$123.75	\$123.75	\$123.75
Medical Supplies D101.13						
5	CBSF-36	Shelf Filler, Cantilever, Base, 3H, 36W	\$19.25	\$96.25	\$10.99	\$54.96
5	CSB-13L	Base Support, Cantilever, Single-Face, Left, 13D	\$42.75	\$213.75	\$24.41	\$122.05
3	CSB-13R	Base Support, Cantilever, Single-Face, Right, 13D	\$42.75	\$128.25	\$24.41	\$73.23
5	CSPB-3613	CANT. ADJUSTABLE SHELF, PLAIN W/END BRACKETS 36 X 13	\$78.00	\$390.00	\$44.54	\$222.69
25	CST3613	CANT.SHELF TRAY,BIN STORAGE	\$82.00	\$2,050.00	\$46.82	\$1,170.55
5	CWF-8436	WELDED FRAME,CANT 84 X 36	\$150.00	\$750.00	\$85.65	\$428.25
Charge						
1	MATSURCHARGE	Material Surcharge	\$145.13	\$145.13	\$145.13	\$145.13
Quartermaster E403.01						
3	4PHR48	4-POST HANGER RAIL, 48	\$9.75	\$29.25	\$5.08	\$15.24
6	4PHRB24	4-POST HANGER RAIL BRACKET, 24	\$23.50	\$141.00	\$12.24	\$73.46
12	BD-2416.5	Bin Divider, 4Post/Case, 24D x 16.5H	\$27.50	\$330.00	\$14.33	\$171.93

6	BS-48-F	Back Stop, 4Post/Case, Standard, Slotted, 48W x 2.5H	\$11.00	\$66.00	\$5.73	\$34.39
12	FB-3602	FRONT BASE, 36W X 2H	\$6.75	\$81.00	\$3.52	\$42.20
3	FB-4802	FRONT BASE, 48W X 2H	\$9.00	\$27.00	\$4.69	\$14.07
12	SH-3624-P	Plain Shelf, 4Post, Double-Face, Heavy Duty, 36W x 24D x 0.75H	\$51.00	\$612.00	\$26.57	\$318.85
60	SH-3624-S	Slotted Shelf, 4Post, Double-Face, Heavy Duty, 36W x 24D x 0.75H	\$48.00	\$2,880.00	\$25.01	\$1,500.48
3	SH-4824-P	Plain Shelf, 4Post, Double-Face, Heavy Duty, 48W x 24D x 0.75H	\$68.00	\$204.00	\$35.43	\$106.28
9	SH-4824-S	Slotted Shelf, 4Post, Double-Face, Heavy Duty, 48W x 24D x 0.75H	\$64.00	\$576.00	\$33.34	\$300.10
78	SR-24-H	SHELF REINFORCEMENT,24 HEAVY	\$5.25	\$409.50	\$2.74	\$213.35
144	SS-3611-H	SHELF SUPPORT,HEAVY,36 X 11	\$9.80	\$1,411.20	\$5.11	\$735.24
24	SS-4811-H	SHELF SUPPORT,48 X 11	\$12.75	\$306.00	\$6.64	\$159.43
30	US-2485-CA	Upright, 4Post, Closed Angle, 24D x 85.25H	\$100.00	\$3,000.00	\$52.10	\$1,563.00
		Charge				
1	MATSURCHARGE	Material Surcharge	\$402.92	\$402.92	\$402.92	\$402.92
		Solid Linen D101.02				
		Charge				
		Storage A102.25				
3	FB-3602	FRONT BASE, 36W X 2H	\$6.75	\$20.25	\$3.52	\$10.55
3	FB-4202	FRONT BASE, 42W X 2H	\$8.00	\$24.00	\$4.17	\$12.50
3	SH-3618-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 36W x 18D x 0.75H	\$39.75	\$119.25	\$20.71	\$62.13
15	SH-3618-S	Slotted Shelf, 4Post, Single-Face, Heavy Duty, 36W x 18D x 0.75H	\$39.75	\$596.25	\$20.71	\$310.65
3	SH-4218-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 42W x 18D x 0.75H	\$45.75	\$137.25	\$23.84	\$71.51
15	SH-4218-S	Slotted Shelf, 4Post, Single-Face, Heavy Duty, 42W x 18D x 0.75H	\$45.75	\$686.25	\$23.84	\$357.54
36	SS-3611-H	SHELF SUPPORT,HEAVY,36 X 11	\$9.80	\$352.80	\$5.11	\$183.81
36	SS-4211-H	SHELF SUPPORT,HEAVY,42 X 11	\$10.75	\$387.00	\$5.60	\$201.63
4	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$354.00	\$46.11	\$184.43
4	US-1885-CT	Upright, 4Post, Closed Tee, 18D x 85.25H	\$98.50	\$394.00	\$51.32	\$205.27
		Charge				
1	MATSURCHARGE	Material Surcharge	\$122.84	\$122.84	\$122.84	\$122.84
		Storage A102.37				
1	FB-3002	FRONT BASE, 30W X 2H	\$6.75	\$6.75	\$3.52	\$3.52
3	FB-3602	FRONT BASE, 36W X 2H	\$6.75	\$20.25	\$3.52	\$10.55
1	SH-3018-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 30W x 18D x 0.75H	\$36.75	\$36.75	\$19.15	\$19.15
5	SH-3018-S	Slotted Shelf, 4Post, Single-Face, Heavy Duty, 30W x 18D x 0.75H	\$36.75	\$183.75	\$19.15	\$95.73
3	SH-3618-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 36W x 18D x 0.75H	\$39.75	\$119.25	\$20.71	\$62.13
15	SH-3618-S	Slotted Shelf, 4Post, Single-Face, Heavy Duty, 36W x 18D x 0.75H	\$39.75	\$596.25	\$20.71	\$310.65
12	SS-3014-H	SHELF SUPPORT,HEAVY,30 X14	\$6.10	\$73.20	\$3.18	\$38.14
36	SS-3611-H	SHELF SUPPORT,HEAVY,36 X 11	\$9.80	\$352.80	\$5.11	\$183.81
4	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$354.00	\$46.11	\$184.43
2	US-1885-CT	Upright, 4Post, Closed Tee, 18D x 85.25H	\$98.50	\$197.00	\$51.32	\$102.64
		Charge				
1	MATSURCHARGE	Material Surcharge	\$77.60	\$77.60	\$77.60	\$77.60
		Storage A102.39				
1	FB-3602	FRONT BASE, 36W X 2H	\$6.75	\$6.75	\$3.52	\$3.52
1	SH-3618-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 36W x 18D x 0.75H	\$39.75	\$39.75	\$20.71	\$20.71
5	SH-3618-S	Slotted Shelf, 4Post, Single-Face, Heavy Duty, 36W x 18D x 0.75H	\$39.75	\$198.75	\$20.71	\$103.55
12	SS-3611-H	SHELF SUPPORT,HEAVY,36 X 11	\$9.80	\$117.60	\$5.11	\$61.27
2	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$177.00	\$46.11	\$92.22
		Charge				
1	MATSURCHARGE	Material Surcharge	\$21.59	\$21.59	\$21.59	\$21.59
		Storage A104.01				
5	FB-4802	FRONT BASE, 48W X 2H	\$9.00	\$45.00	\$4.69	\$23.45
5	SH-4818-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$257.50	\$26.83	\$134.16
25	SH-4818-S	Slotted Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$1,287.50	\$26.83	\$670.79
60	SS-4811-H	SHELF SUPPORT,48 X 11	\$12.75	\$765.00	\$6.64	\$398.57
2	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$177.00	\$46.11	\$92.22
4	US-1885-CT	Upright, 4Post, Closed Tee, 18D x 85.25H	\$98.50	\$394.00	\$51.32	\$205.27
		Charge				
1	MATSURCHARGE	Material Surcharge	\$117.04	\$117.04	\$117.04	\$117.04
		Storage B106.17				
1	FB-4802	FRONT BASE, 48W X 2H	\$9.00	\$9.00	\$4.69	\$4.69
1	SH-4818-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$51.50	\$26.83	\$26.83
5	SH-4818-S	Slotted Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$257.50	\$26.83	\$134.16
12	SS-4811-H	SHELF SUPPORT,48 X 11	\$12.75	\$153.00	\$6.64	\$79.71
2	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$177.00	\$46.11	\$92.22
		Charge				
1	MATSURCHARGE	Material Surcharge	\$25.92	\$25.92	\$25.92	\$25.92
		Storage C103.25				
3	FB-4802	FRONT BASE, 48W X 2H	\$9.00	\$27.00	\$4.69	\$14.07
3	SH-4818-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$154.50	\$26.83	\$80.49
15	SH-4818-S	Slotted Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$772.50	\$26.83	\$402.47
36	SS-4811-H	SHELF SUPPORT,48 X 11	\$12.75	\$459.00	\$6.64	\$239.14
2	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$177.00	\$46.11	\$92.22
2	US-1885-CT	Upright, 4Post, Closed Tee, 18D x 85.25H	\$98.50	\$197.00	\$51.32	\$102.64
		Charge				
1	MATSURCHARGE	Material Surcharge	\$71.48	\$71.48	\$71.48	\$71.48
		Storage C104.25				
6	FB-3602	FRONT BASE, 36W X 2H	\$6.75	\$40.50	\$3.52	\$21.10
6	SH-3618-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 36W x 18D x 0.75H	\$39.75	\$238.50	\$20.71	\$124.26
30	SH-3618-S	Slotted Shelf, 4Post, Single-Face, Heavy Duty, 36W x 18D x 0.75H	\$39.75	\$1,192.50	\$20.71	\$621.29
72	SS-3611-H	SHELF SUPPORT,HEAVY,36 X 11	\$9.80	\$705.60	\$5.11	\$367.62

4	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$354.00	\$46.11	\$184.43
4	US-1885-CT	Upright, 4Post, Closed Tee, 18D x 85.25H	\$98.50	\$394.00	\$51.32	\$205.27
1	MATSURCHARGE	Charge Material Surcharge	\$117.00	\$117.00	\$117.00	\$117.00
Storage D103.27						
2	FB-4802	FRONT BASE, 48W X 2H	\$9.00	\$18.00	\$4.69	\$9.38
2	SH-4818-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$103.00	\$26.83	\$53.66
10	SH-4818-S	Slotted Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$515.00	\$26.83	\$268.32
24	SS-4811-H	SHELF SUPPORT,48 X 11	\$12.75	\$306.00	\$6.64	\$159.43
2	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$177.00	\$46.11	\$92.22
1	US-1885-CT	Upright, 4Post, Closed Tee, 18D x 85.25H	\$98.50	\$98.50	\$51.32	\$51.32
1	MATSURCHARGE	Charge Material Surcharge	\$48.70	\$48.70	\$48.70	\$48.70
Storage D106.26						
1	FB-3602	FRONT BASE, 36W X 2H	\$6.75	\$6.75	\$3.52	\$3.52
5	FB-4802	FRONT BASE, 48W X 2H	\$9.00	\$45.00	\$4.69	\$23.45
6	SH-3624-P	Plain Shelf, 4Post, Double-Face, Heavy Duty, 36W x 24D x 0.75H	\$51.00	\$306.00	\$26.57	\$159.43
18	SH-4818-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$927.00	\$26.83	\$482.97
12	SH-4824-P	Plain Shelf, 4Post, Double-Face, Heavy Duty, 48W x 24D x 0.75H	\$68.00	\$816.00	\$35.43	\$425.14
25	SR-24-H	SHELF REINFORCEMENT,24 HEAVY	\$5.25	\$131.25	\$2.74	\$68.38
12	SS-3611-H	SHELF SUPPORT,HEAVY,36 X 11	\$9.80	\$117.60	\$5.11	\$61.27
60	SS-4811-H	SHELF SUPPORT,48 X 11	\$12.75	\$765.00	\$6.64	\$398.57
2	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$177.00	\$46.11	\$92.22
2	US-1885-CT	Upright, 4Post, Closed Tee, 18D x 85.25H	\$98.50	\$197.00	\$51.32	\$102.64
2	US-2485-CA	Upright, 4Post, Closed Angle, 24D x 85.25H	\$100.00	\$200.00	\$52.10	\$104.20
2	US-2485-CT	Upright, 4Post, Closed Tee, 24D x 85.25H	\$115.00	\$230.00	\$59.92	\$119.83
1	MATSURCHARGE	Charge Material Surcharge	\$156.74	\$156.74	\$156.74	\$156.74
Storage D106.38						
3	FB-3602	FRONT BASE, 36W X 2H	\$6.75	\$20.25	\$3.52	\$10.55
5	FB-4202	FRONT BASE, 42W X 2H	\$8.00	\$40.00	\$4.17	\$20.84
21	SH-3618-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 36W x 18D x 0.75H	\$39.75	\$834.75	\$20.71	\$434.90
30	SH-4218-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 42W x 18D x 0.75H	\$45.75	\$1,372.50	\$23.84	\$715.07
42	SS-3611-H	SHELF SUPPORT,HEAVY,36 X 11	\$9.80	\$411.60	\$5.11	\$214.44
60	SS-4211-H	SHELF SUPPORT,HEAVY,42 X 11	\$10.75	\$645.00	\$5.60	\$336.05
4	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$354.00	\$46.11	\$184.43
6	US-1885-CT	Upright, 4Post, Closed Tee, 18D x 85.25H	\$98.50	\$591.00	\$51.32	\$307.91
1	MATSURCHARGE	Charge Material Surcharge	\$170.76	\$170.76	\$170.76	\$170.76
Storage E403.03						
3	FB-3602	FRONT BASE, 36W X 2H	\$6.75	\$20.25	\$3.52	\$10.55
9	FB-4202	FRONT BASE, 42W X 2H	\$8.00	\$72.00	\$4.17	\$37.51
3	SH-3636-P	Plain Shelf, 4Post, Double-Face, Heavy Duty, 36W x 36D x 0.75H	\$76.00	\$228.00	\$39.60	\$118.79
15	SH-3636-S	Slotted Shelf, 4Post, Double-Face, Heavy Duty, 36W x 36D x 0.75H	\$71.00	\$1,065.00	\$36.99	\$554.87
9	SH-4236-P	Plain Shelf, 4Post, Double-Face, Heavy Duty, 42W x 36D x 0.75H	\$88.50	\$796.50	\$46.11	\$414.98
45	SH-4236-S	Slotted Shelf, 4Post, Double-Face, Heavy Duty, 42W x 36D x 0.75H	\$83.00	\$3,735.00	\$43.24	\$1,945.94
180	SR-36-H	SHELF REINFORCEMENT,36 HEAVY	\$7.95	\$1,431.00	\$4.14	\$745.55
36	SS-3611-H	SHELF SUPPORT,HEAVY,36 X 11	\$9.80	\$352.80	\$5.11	\$183.81
108	SS-4211-H	SHELF SUPPORT,HEAVY,42 X 11	\$10.75	\$1,161.00	\$5.60	\$604.88
24	US-3685-CA	Upright, 4Post, Closed Angle, 36D x 85.25H	\$140.00	\$3,360.00	\$72.94	\$1,750.56
1	MATSURCHARGE	Charge Material Surcharge	\$488.86	\$488.86	\$488.86	\$488.86
Storage E403.04						
Charge						
Storage E403.05						
Charge						
Storage E403.06						
4	4PHR42	4-POST HANGER RAIL, 42	\$9.75	\$39.00	\$5.08	\$20.32
1	4PHR48	4-POST HANGER RAIL, 48	\$9.75	\$9.75	\$5.08	\$5.08
10	4PHRB24	4-POST HANGER RAIL BRACKET, 24	\$23.50	\$235.00	\$12.24	\$122.44
20	BD-2416.5	Bin Divider, 4Post/Case, 24D x 16.5H	\$27.50	\$550.00	\$14.33	\$286.55
8	BS-42-F	Back Stop, 4Post/Case, Standard, Slotted, 42W x 2.5H	\$10.50	\$84.00	\$5.47	\$43.76
2	BS-48-F	Back Stop, 4Post/Case, Standard, Slotted, 48W x 2.5H	\$11.00	\$22.00	\$5.73	\$11.46
4	FB-4202	FRONT BASE, 42W X 2H	\$8.00	\$32.00	\$4.17	\$16.67
1	FB-4802	FRONT BASE, 48W X 2H	\$9.00	\$9.00	\$4.69	\$4.69
4	SH-4224-P	Plain Shelf, 4Post, Double-Face, Heavy Duty, 42W x 24D x 0.75H	\$59.50	\$238.00	\$31.00	\$124.00
12	SH-4224-S	Slotted Shelf, 4Post, Double-Face, Heavy Duty, 42W x 24D x 0.75H	\$55.50	\$666.00	\$28.92	\$346.99
1	SH-4824-P	Plain Shelf, 4Post, Double-Face, Heavy Duty, 48W x 24D x 0.75H	\$68.00	\$68.00	\$35.43	\$35.43
3	SH-4824-S	Slotted Shelf, 4Post, Double-Face, Heavy Duty, 48W x 24D x 0.75H	\$64.00	\$192.00	\$33.34	\$100.03
30	SR-24-H	SHELF REINFORCEMENT,24 HEAVY	\$5.25	\$157.50	\$2.74	\$82.06
32	SS-4211-H	SHELF SUPPORT,HEAVY,42 X 11	\$10.75	\$344.00	\$5.60	\$179.22
8	SS-4811-H	SHELF SUPPORT,48 X 11	\$12.75	\$102.00	\$6.64	\$53.14
10	US-2485-CA	Upright, 4Post, Closed Angle, 24D x 85.25H	\$100.00	\$1,000.00	\$52.10	\$521.00
1	MATSURCHARGE	Charge Material Surcharge	\$149.93	\$149.93	\$149.93	\$149.93
Storage E403.10						
6	UWRBINHSFL	BIN HORIZONTAL BASE SHELF,UWR (NSN # 1095-01-550-7966)	\$72.00	\$432.00	\$41.26	\$247.54
30	UWRBSC	STOP ASSY-STOCK,BASE CUP PAIR, UWR BLACK ONLY (NSN # 1095-01-550-7910)	\$12.75	\$382.50	\$7.31	\$219.17
3	UWRBU	BASE-UNIVERSAL,SLOTTED,UWR (NSN # 1095-01-550-7906)	\$183.00	\$549.00	\$104.86	\$314.58

3	UWRC4284	UWR 84 HIGH CABINET ONLY (NSN # 1095-01-611-4714)	\$2,053.00	\$6,159.00	\$1,176.37	\$3,529.11
9	UWRSR42	SUPPORT RAIL,42,UWR (NSN # 5340-01-523-4296)	\$30.75	\$276.75	\$17.62	\$158.58
30	UWRSSB	SUPPORT-STANDARD BARREL,UWR BLACK (NSN # 1005-01-523-5739)	\$12.75	\$382.50	\$7.31	\$219.17
1	MATSURCHARGE	Charge Material Surcharge	\$327.27	\$327.27	\$327.27	\$327.27
		Storage/Janitor C101.25				
1	FB-4802	FRONT BASE, 48W X 2H	\$9.00	\$9.00	\$4.69	\$4.69
1	SH-4818-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$51.50	\$26.83	\$26.83
5	SH-4818-S	Slotted Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$257.50	\$26.83	\$134.16
12	SS-4811-H	SHELF SUPPORT,48 X 11	\$12.75	\$153.00	\$6.64	\$79.71
2	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$177.00	\$46.11	\$92.22
1	MATSURCHARGE	Charge Material Surcharge	\$25.92	\$25.92	\$25.92	\$25.92
		SWAT E198				
5	BH-36	Back Holder, 4Post/Case, 36W	\$7.95	\$39.75	\$4.14	\$20.71
1	BH-48	Back Holder, 4Post/Case, 48W	\$9.80	\$9.80	\$5.11	\$5.11
5	BP-3685	Back Panel, 4Post/Case, 36W x 85.25H	\$150.00	\$750.00	\$78.15	\$390.75
1	BP-4885	Back Panel, 4Post/Case, 48W x 85.25H	\$201.00	\$201.00	\$104.72	\$104.72
5	FB-3602	FRONT BASE, 36W X 2H	\$6.75	\$33.75	\$3.52	\$17.58
1	FB-4802	FRONT BASE, 48W X 2H	\$9.00	\$9.00	\$4.69	\$4.69
5	SF-3624-P	Plain Shelf, 4Post, Double-Face, 36W x 24D x 0.75H	\$33.25	\$166.25	\$17.32	\$86.62
20	SF-3624-S	Slotted Shelf, 4Post, Double-Face, 36W x 24D x 0.75H	\$33.25	\$665.00	\$17.32	\$346.47
1	SF-4824-P	Plain Shelf, 4Post, Double-Face, 48W x 24D x 0.75H	\$48.50	\$48.50	\$25.27	\$25.27
4	SF-4824-S	Slotted Shelf, 4Post, Double-Face, 48W x 24D x 0.75H	\$48.50	\$194.00	\$25.27	\$101.07
28	SR-24-F	SHELF REINFORCEMENT,24	\$4.50	\$126.00	\$2.34	\$65.65
50	SS-3614-F	SHELF SUPPORT,36 X 14	\$6.10	\$305.00	\$3.18	\$158.91
10	SS-4811-F	SHELF SUPPORT,48 X 11	\$12.75	\$127.50	\$6.64	\$66.43
2	US-2485-CA	Upright, 4Post, Closed Angle, 24D x 85.25H	\$100.00	\$200.00	\$52.10	\$104.20
5	US-2485-CT	Upright, 4Post, Closed Tee, 24D x 85.25H	\$115.00	\$575.00	\$59.92	\$299.58
5	FHDDH3684P	Hinged Doors FRAMED HINGE DOOR KIT, DOUBLE WALL,PERFORATION,HASP, 36W X 88H	\$1,392.00	\$6,960.00	\$797.62	\$3,988.08
1	FHDDH4884P	FRAMED HINGE DOOR KIT, DOUBLE WALL,PERFORATION,HASP, 48W X 88H	\$1,457.00	\$1,457.00	\$834.86	\$834.86
1	MATSURCHARGE	Charge Material Surcharge	\$474.70	\$474.70	\$474.70	\$474.70
		Workroom Supplies G102				
1	FB-4202	FRONT BASE, 42W X 2H	\$8.00	\$8.00	\$4.17	\$4.17
3	FB-4802	FRONT BASE, 48W X 2H	\$9.00	\$27.00	\$4.69	\$14.07
1	SH-4218-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 42W x 18D x 0.75H	\$45.75	\$45.75	\$23.84	\$23.84
5	SH-4218-S	Slotted Shelf, 4Post, Single-Face, Heavy Duty, 42W x 18D x 0.75H	\$45.75	\$228.75	\$23.84	\$119.18
21	SH-4818-P	Plain Shelf, 4Post, Single-Face, Heavy Duty, 48W x 18D x 0.75H	\$51.50	\$1,081.50	\$26.83	\$563.46
12	SS-4211-H	SHELF SUPPORT,HEAVY,42 X 11	\$10.75	\$129.00	\$5.60	\$67.21
42	SS-4811-H	SHELF SUPPORT,48 X 11	\$12.75	\$535.50	\$6.64	\$279.00
4	US-1885-CA	Upright, 4Post, Closed Angle, 18D x 85.25H	\$88.50	\$354.00	\$46.11	\$184.43
2	US-1885-CT	Upright, 4Post, Closed Tee, 18D x 85.25H	\$98.50	\$197.00	\$51.32	\$102.64
1	MATSURCHARGE	Charge Material Surcharge	\$104.26	\$104.26	\$104.26	\$104.26
		Med Waste D101.03				
		Charge				
		Janitor D106.45				
		Charge				
		Hallway C101.29				
		Charge				
		Hallway C102.29				
		Charge				
		Hallway C103.29				
		Charge				
		Hallway C104.29				
		Charge				
		Laundry				
		Charge				
		Lockers				
		Charge				
		Additional Equipment				
		Buyout- off contract				

1	Medical Equipment	Medical Equipment	\$24,394.19	\$24,394.19	\$20,328.49	\$20,328.49
1	Dental Chair	Dental Chair	\$13,723.15	\$13,723.15	\$11,435.96	\$11,435.96
		Charge				
			Contract List price:	\$105,525.52	Equipment:	\$102,239.24
			Contract Discount:	45.07%	Install:	\$30,506.11
			Contract Net price:	\$57,967.45	Freight:	\$8,719.84
					Total Cost:	\$141,465.19

Southwest Solutions Group, Inc.
 2300 Greenhill Dr.
 Bldg. H Suite 800
 Round Rock, TX 78664
 Phone: (800) 803-1083



Quote # 116775

Date: April 23, 2020

Project # 88839

Page 1 of 4

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BILL TO:

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 San Marcos, TX 78666

INSTALL TO:

David Burns
 Hays County
 712 S. Stagecoach Trail Ste. 1071
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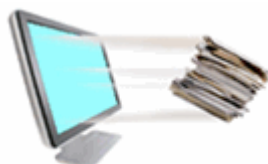
SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Tom Beirne tbeirne@southwestsolutions.com 512-203-7204	Hays County PSB Storage Solutions	Net 30 - Billable upon delivery, payment due in 30 days	8 to 10 weeks (after receipt of order)

88839-COMB-1H SSC2 Storage Equipment SOURCEWELL 2020

LINE	DESCRIPTION
1	Per Drawing: 88839-COMB-1H SSC2 1125: One single faced stationary unit, 8'0" long x 18" deep x 88 1/4" high. One single faced stationary unit, 13'0" long x 18" deep x 88 1/4" high. YELLOW ELEVATION 4 LEVELS, PURPLE ELEVATION 5 LEVELS, BLUE ELEVATION 5 LEVELS
2	Per Drawing: 88839-COMB-1H SSC2 1206 EOC Storage: Three wide span units, 96" wide x 30" deep x 8'0" high. Two wide span unit, 60" wide x 30" deep x 8'0" high. One wide span unit, 84" wide x 30" deep x 8'0" high. All units to be provided with 3 levels of particle board decking per face.
3	Per Drawing: 88839-COMB-1H SSC2 1305: One single faced stationary unit, 23'6" long x 24" deep x 88 1/4" high. One single faced stationary unit, 10'6" long x 24" deep x 88 1/4" high. Five levels
4	Per Drawing: 88839-COMB-1H SSC2 1307: One single faced stationary unit, 12'0" long x 18" deep x 88 1/4" high. One single faced stationary unit, 9'0" long x 18" deep x 88 1/4" high. One double faced stationary unit, 9'0" long x 30" deep x 88 1/4" high. 4 levels
5	Per Drawing: 88839-COMB-1H SSC2 1510: One single faced stationary unit, 10'6" long x 24" deep x 88 1/4" high. One single faced stationary unit, 12'0" long x 24" deep x 88 1/4" high. 4 levels
6	Per Drawing: 88839-COMB-1H SSC2 1607: One single faced stationary unit, 9'0" long x 24" deep x 88 1/4" high, 5 levels. One single faced stationary unit, 6'0" long x 24" deep x 88 1/4" high, 3 levels. One single faced stationary unit, 15'0" long x 24" deep x 88 1/4" high, 5 levels.
7	Per Drawing: 88839-COMB-1H SSC2 1623: One single faced stationary unit, 6'0" long x 18" deep x 88 1/4" high. One single faced stationary unit, 12'0" long x 18" deep x 88 1/4" high. 5 levels



HIGH DENSITY STORAGE



DOCUMENT SCANNING



MODULAR CASEWORK



MOVABLE WALLS



AUTOMATED STORAGE

Southwest Solutions Group, Inc.

2300 Greenhill Dr.
Bldg. H Suite 800
Round Rock, TX 78664
Phone: (800) 803-1083

**Quote # 116775**

Date: April 23, 2020

Project # 88839

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88839-COMB-1H SSC2 Storage Equipment SOURCEWELL 2020

LINE	DESCRIPTION
8	<p>Per Drawing: 88839-COMB-1H SSC2</p> <p>1703 EVIDENCE S/L TERM: One single faced stationary unit, 20'6" long x 48" deep x 142 1/4" high. Three double faced moving units, 20'6" long x 48" deep x 141 15/16" high. Shelving above will be provided with 10 adjustable openings per face. Four stationary units, 21'10 1/4" long x 48 13/16" deep x 144" high. One stationary unit, 43'6 1/2" long x 48 13/16" deep x 144" high. Shelving above will be provided with 9 levels. One single faced stationary unit, 4'0" long x 18" deep x 97 1/4" high. Shelving above will be provided with 3 adjustable openings per face, five 7 1/2" high drawers. One single face stationary unit, 6'0" long x 12" deep x 88 1/4" tall, 7 levels each level will have 3 file dividers. One stationary unit, 33'1" long x 30 13/16" deep x 144" high. Shelving above will be provided with 6 levels. One work bench 72" wide x 30" deep x 34" high. One stationary unit 12' 0" long x 24" deep x 121 1/4" tall, 5 wire levels.</p>
9	<p>Per Drawing: 88839-COMB-1H SSC2</p> <p>1704: One single faced stationary unit, 9'0" long x 18" deep x 88 1/4" high, 6 levels. One single faced stationary unit, 8'0" long x 18" deep x 88 1/4" high, 6 levels. One single faced stationary unit, 6'0" long x 24" deep x 88 1/4" high, 5 levels. One single faced stationary unit, 9'0" long x 24" deep x 88 1/4" high, 4 levels.</p>
10	<p>Per Drawing: 88839-COMB-1H SSC2</p> <p>1705: Two single faced stationary unit, 6'0" long x 24" deep x 88 1/4" high, 5 levels.</p>
11	<p>Per Drawing: 88839-COMB-1H SSC2</p> <p>1708 GUN STORAGE: One single faced stationary unit, 9'0" long x 12" deep x 89 3/4" high. Two double faced moving units, 9'0" long x 24" deep x 90 1/8" high. Shelving above will be provided with 2 garment rails openings per face. One single faced stationary unit, 18'0" long x 12" deep x 89 3/4" high. One double faced moving unit, 9'0" long x 24" deep x 90 1/8" high. Shelving above will be provided with 5 garment rails openings per face. GREY SECTION - five levels. One work bench 60" wide x 30" deep x 34" high.</p>
12	<p>Per Drawing: 88839-COMB-1H SSC2</p> <p>1709 NARCOTICS: One single faced stationary unit, 17'0" long x 12" deep x 91 1/4" high. One single faced stationary unit, 12'0" long x 24" deep x 91 1/4" high. Two double faced moving units, 12'0" long x 24" deep x 90 1/8" high. Shelving will be provided with seven openings per face.</p>
13	<p>Per Drawing: 88839-COMB-1H SSC2</p> <p>1718: One single faced stationary unit, 9'0" long x 24" deep x 88 1/4" high. 5 levels</p>
14	<p>Per Drawing: 88839-COMB-1H SSC2</p>

**HIGH DENSITY STORAGE****DOCUMENT SCANNING****MODULAR CASEWORK****MOVABLE WALLS****AUTOMATED STORAGE**

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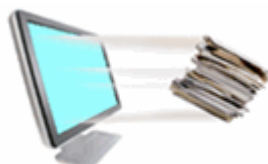
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Tom Beirne tbeirne@southwestsolutions.com 512-203-7204	Hays County PSB Storage Solutions	Net 30 - Billable upon delivery, payment due in 30 days	8 to 10 weeks (after receipt of order)

88839-COMB-1H SSC2 Storage Equipment SOURCEWELL 2020

LINE	DESCRIPTION
15	Per Drawing: 88839-COMB-1H SSC2 2107: One single faced stationary unit, 12'0" long x 24" deep x 88 1/4" high. One single faced stationary unit, 20'0" long x 24" deep x 88 1/4" high. 5 levels
16	Per Drawing: 88839-COMB-1H SSC2 2110 HALL: Six Z door lockers, 2 tier, each 24" wide x 18" deep x 80" tall. Plug and play electrical/USB receptacle in top locker. Client to supply and install bottom plug/USB.
17	Per Drawing: 88839-COMB-1H SSC2 2124 FILES WARRANTS One single faced stationary unit, 10'6" long x 12" deep x 88 1/4" high. One single faced stationary unit, 13'6" long x 12" deep x 88 1/4" high. Four double faced moving units, 10'6" long x 24" deep x 88 5/8" high. All shelving will be provided with 7 openings per face and 2 adjustable divider per opening.
18	Per Drawing: 88839-COMB-1H SSC2 2135: Two single faced stationary units, 3'0" long x 18" deep x 88 1/4" high, 6 levels. One single faced stationary unit, 12'0" long x 36" deep x 88 1/4" high, 5 levels.
19	Per Drawing: 88839-COMB-1H SSC2 2235: One single faced stationary unit, 16'0" long x 18" deep x 88 1/4" high, 5 levels. One double faced stationary unit, 12'0" long x 24" deep x 88 1/4" high, 5 levels
20	Per Drawing: 88839-COMB-1H SSC2 Fire Marshall: One single faced stationary unit, 9'0" long x 24" deep x 98 3/4" high. One single faced stationary unit, 12'0" long x 24" deep x 98 3/4" high. Two double faced mobile units, High Density Hand Crank operation, 8'0" long x 24" deep x 99 1/8" high. All shelving will be provided with 4 openings per face.
21	File Cabinets 5 QTY CABINETS - Color TBD 6 DrCdFI 20.9375wx28dx52.375h LOCTATION TBD

**HIGH DENSITY STORAGE****DOCUMENT SCANNING****MODULAR CASEWORK****MOVABLE WALLS****AUTOMATED STORAGE**

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88839-COMB-1H SSC2 Storage Equipment SOURCEWELL 2020

LINE	DESCRIPTION
22	<p>RIC</p> <p>Includes all design services, manufacturing, packaging, freight, inside delivery, installation by factory certified (non-union/non-prevailing wage) technicians during normal business hours, cleanup of area, removal of all debris, and warranty. Assumes clear access to all loading docks, elevators and installation sites. Manufacturer standard colors. Because of market volatility impacting steel and aluminum, this quote is valid for 30 days. Purchases made after that date will require a new quote. Per Sourcewell Contract, orders are to be placed with: Southwest Solutions Group 2535 East State Highway 121, Suite 110-B Lewisville, TX 75056 So that we may process your order in a timely manner, please address contract as shown above. Sourcewell Contract No: 121919-KII Effective Date: 02/18/2020 - 02/18/2024</p>

Subtotal: \$259,665.45

Option Accepted (initial here)

Plus Applicable Sales Tax:

Total: \$259,665.45

Financing and leasing options are available. Call for details.

Authorized Signature: _____ 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

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and WSB Inc. for design services related to a turn lane on FM2770 and amend the Transportation Budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 19, 2020	\$112,456

LINE ITEM NUMBER

020-710-00.5448_008

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry H. Borcharding	JONES	N/A

SUMMARY

This action will provide for design and TXDOT coordination for a turn lane to service an industrial operation. Flint Hills Corp. has donated \$200,000 for the project.

Budget Amendment:

Decrease 5351 Road Material and Supplies (\$112,456)

Increase 5448_008 Contract Services Consultant \$112,456

PROFESSIONAL SERVICES AGREEMENT

HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the “County”) with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and WSB & Associates Inc D/B/A WSB Engineers and Surveyors Inc (hereinafter “Contractor¹”), whose primary place of business is located at 1221 South MoPac Expressway, Suite 355, Austin TX 78746 , hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the ____ day of _____, 20__ (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

1. OVERVIEW

Contractor to provide surveying, professional planning, engineering, and design services as needed to develop Plans Specifications and Estimates, and bid and construction phase services for intersection improvements to the intersections of FM 2770 at the Flint Hills Driveway in Hays County TX. See Exhibit “A” attached for complete Scope of Services.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County’s instructions and, in particular, the instructions of **Jerry Borcharding** and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit “A”, and any subsections of Exhibit “A”, if as and when they are attached hereto and signed by the parties (collectively “the Work”). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits “A” and/or “C”), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit “C”, attached hereto.

4. DURATION

The parties agree that the Work shall be completed **Five Hundred and Forty Eight (548)** days after commencement date. (hereinafter the “Completion Date”). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

¹ Wherever used herein, the term Contractor shall mean WSB & Associates, Inc. (WSB), a professional corporation rendering professional services. The term Contractor does not imply that WSB is engaged in providing construction contracting work, nor is WSB responsible in any way for the construction means, methods, procedures, techniques or sequences nor for any aspect of jobsite safety.

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed **One Hundred and Twelve Thousand, Five Hundred and Forty Six dollars (\$112,546 USD)** for the Work under this Agreement.

6. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

7. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; <judge.becerra@co.hays.tx.us>.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers,

directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address: Office of General Counsel, Hays County Courthouse, 111 East San Antonio, Suite 202, San Marcos, Texas 78666.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like,

shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY

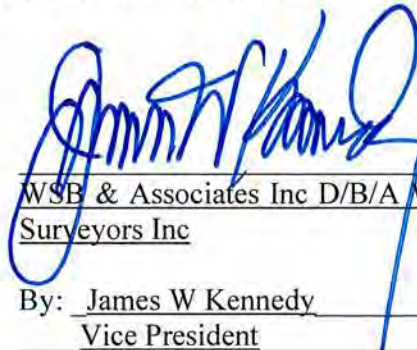
This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County, Texas

By: Ruben Becerra
Hays County Judge



WSB & Associates Inc D/B/A WSB Engineers and
Surveyors Inc
By: James W Kennedy
Vice President

EXHIBIT A
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
FM 2770 AT FLINT HILLS DRIVEWAY
INTERSECTION IMPROVEMENTS

PROJECT DESCRIPTION

Project Limits

FM 2770 at Flint Hills Driveway; approximately 3500' NE of the FM 2770/FM 1626 intersection in Hays County TX.

Existing Facility

FM 2770 is a 2-lane roadway with minimal shoulders. There is a decel lane on FM 2770 for NB traffic turning right into an additional site driveway. There is no decel lane for SB traffic turning left into the driveway. There is no traffic signal or flashing beacons at the driveway.

Proposed Facility

The proposed improvements will include adding a decel lane for SB traffic turning left into the driveway, a modest decel lane for NB traffic turning left into a private driveway, and paved shoulders.

Design Criteria

The proposed design criteria for the project will be TxDOT design criteria for a 3-R type project.

1. PROJECT MANAGEMENT

a. Communication:

- Designate one staff member as PM, responsible for the project management and communications with the County and its representatives.

b. Monthly Progress Report, Invoices, and Billings (6 months assumed):

- Submit monthly progress status reports to the County. Progress reports will include: tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be included with the monthly invoice.
- Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

c. Quality Assurance and Quality Control (QA/QC) Process:

- Utilize standard QA/QC review process for each deliverable submittal. Provide evidence of internal review and mark-up of that deliverable as preparation for submittal if requested.
- Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. Project Coordination & Administration:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
 - Correspondence and coordination will be handled through & with the concurrence of the County.
 - Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.
- e. Progress/Coordination Meetings (4 external meetings assumed):
- Attend a kickoff meeting and coordination/progress meeting with the County and its representatives, TxDOT, and stakeholders, as necessary to communicate development of the project and design issues.
 - Prepare agenda and sign-in sheets for external coordination/progress meetings.
 - Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
 - Conduct internal coordination meetings as required to advance the development of the project.
- f. Project Schedule:
- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.
- g. **Deliverables:**
- Monthly Invoices and Progress Reports including Deliverable Table
 - Meeting Minutes, Sign-In Sheets, and Agendas
 - Project Schedule and Updates
 - Project Files upon request
 - QA/QC Documentation upon request

2. SURVEY DATA COLLECTION

- a) Develop project control
- Establish a horizontal control network based NAD-83, Texas South Central (4204) State Plane System. Establish a vertical control network based on NAVD 88, GEOID 2012A.
 - Horizontal/Vertical benchmarks to be set at +/-1000' interval, when practical.
 - Incorporate data in topographic map.
- b) Collect topo survey data along existing FM 2770 alignment from East fence line to West fence line (Apparent Right-of-Way to Right-of-Way).

- Collect topographic data, including cross-sections at 50' intervals, with additional cross-sections taken at vertical grade breaks. Identify type size and flowlines of structures and incorporate in topographic survey map. Locate trees, hardwoods 8" and larger within existing apparent right-of-way corridor. No trees in right-of-way fence lines will be tied. Locate all improvements within East and West fence lines (Apparent Right-of-Way), including, concrete flat work, pavement, visible utilities, fences, wells and septic systems.
 - Incorporate data in topographic map.
- c) Call Texas811 to mark buried utilities, pick them up as part of topo survey, and also collect visible utilities within East and West fence lines (Apparent Right-of-Way).
- Submit a utility locate request through Texas811 (www.texas811.org).
 - Track correspondence from member utility providers.
 - Field locate and the resultant utility markings.
 - Incorporate in topographic survey map.
- d) Project supervision, quality control and client correspondence:
- e) Office Survey and Production of Deliverables
- Deliverables for the design survey shall be electronic files, specifically, MicroStation format (V8i) dgn files (2d and 3d), .tin file, and a GEOPAK, gpk file.
- f) Survey Scope Assumptions-
- This proposal assumes all work to be performed will be in accordance with the current TxDOT Survey Manual produce by the Texas Department of Transportation (TxDOT), as revised in April, 2011.
 - This proposal assumes all survey work performed within a public right-of-way will be in accordance with the 2011 Texas Manual on Uniform Traffic Control Devices (TMUTCD) – Revision 2.
 - Right-of-entry will be obtained by Hays County (if needed).

3. ENVIRONMENTAL DOCUMENT DEVELOPMENT AND PERMITTING

The Technical Expert shall complete a C-List Categorical Exclusion (CE) for the proposed turn lane installation project. The Technical Expert shall perform all work in compliance and accordance with Texas Department of Transportation's (TxDOT) latest practices, criteria, specifications, policies, procedures, and Environmental Compliance Toolkits relevant to the environmental documentation. All documents must be sufficient to satisfy the procedures given in the current Environmental Compliance Toolkit available from TxDOT with regards to a C-List CE.

Detail of services to be provided include the following:

Task 1. ECOS Scoping

Provide documentation to complete Work Plan Development Tool Section I (Project Definition) and Section II (Tool) in TxDOT's Texas Environmental Compliance Oversight System (ECOS).

Task 2. Public Involvement

Perform public involvement activities in accordance with the most current TxDOT guidance/Environmental Compliance Toolkit.

- i) Compile, maintain and update a mailing list of adjacent landowners and organizations interested in the Transportation Activity.
- ii) Prepare a Notice and Opportunity to Comment.
- iii) Obtain the State's approval for all materials.
- iv) Compile and submit the Documentation of Notice and Opportunity to Comment.

Task 3. Species Analysis Form

Complete a Species Analysis form in accordance with the most current TxDOT guidance/Environmental Compliance Toolkit.

Task 4. Coordinate with TCEQ in Edwards Aquifer

- FM 2770 straddles the boundary between the Edwards Aquifer Transition Zone and the Edwards Aquifer Contributing Zone within the Transition Zone. Based on current TCEQ requirements, neither a Contributing Zone Plan or a Water Pollution Abatement Plan is required based on the project disturbance size of less than 5 acres.
- Temporary BMP's will be required during construction and will be implemented and coordinated with TCEQ.

Assumptions:

- This scope of work assumes the project qualifies as a CE, that no substantial excavation, as defined by the Texas Department of Transportation (TxDOT), will occur, and that no additional coordination with additional regulatory agencies will be necessary.
- If the project no longer qualifies as a CE, if substantial excavation will occur, or coordination with additional regulatory agencies is necessary, a new scope of work will be provided.
- Substantial excavation includes, but is not necessarily limited to underpass construction; storm sewer installations; or trenching and tunneling that would require temporary or permanent shoring.
- This task does not include the development of resource tech memos, detailed analysis (i.e. archeology, hazardous materials, waters of the U.S. endangered species, etc.), or additional permitting or coordination with the U.S. Army Corps of Engineers (USACE) or the U.S. Fish and Wildlife Service (USFWS).

4. GEOTECHNICAL STUDIES

No geotechnical studies are proposed for this project. Project improvements will match existing TxDOT pavement details

5. TXDOT COORDINATION

- a. Attend kick-off meeting to discuss project details
- b. Develop AFA application documents including application, location map, preliminary layout, ready to let project schedule, and preliminary construction cost estimate
- c. Coordinate with TxDOT staff to secure AFA review and approval
- d. County entirely responsible for developing and approving the required authorizing resolution

6. PRELIMINARY DESIGN

- a. Develop preliminary layout based on survey data
- b. Develop proposed typical sections
- c. Develop Design Summary Report (DSR) and submit to TxDOT for review/approval
- d. Identify pertinent design criteria and summarize to TxDOT for approval
- e. Develop preliminary cross sections

7. UTILITIES

- a. The Engineer shall prepare an existing utility layout in Microstation V8 format with line styles defined in a legend.
- b. Show existing utility locations on construction documents with the same line styles used on the existing utility layout. Apparent conflicts between existing utilities and the proposed project shall be clearly identified on the construction documents.
- c. The Engineer shall coordinate with Utility providers as needed to resolve any conflicts. Engineer will provide project status construction plans to the Utility providers as requested.
- d. The Engineer will develop Utility Clearance certifications as required by TxDOT for approval to let.

8. PLANS, SPECIFICATIONS, & ESTIMATES (PS&E) DEVELOPMENT

A. **General**

1. Develop PS&E design details in accordance with latest Hays County and TxDOT policies and preferences. It is assumed that Hays County will be bidding/letting the contract. PS&E will utilize TxDOT based specifications, bid codes, general notes, and Standard detail sheets. All plan sheets shall be developed using 11" x 17" sheets sizes and shall be of uniform style and quality.

B. **Roadway**

1. Utilize Microstation and Geopak to develop design aspects including horizontal and vertical alignments, cross sections, etc;
2. Perform grading design of cross sections, intersections and driveways;
3. Where widening any existing roadway, analyze existing cross slopes, and determine and quantify any level up requirements needed based on cross slope, superelevation, and drainage requirements
4. Develop the various roadway plans and details required for PS&E development and deliverables including typical sections, project layout, plan and profile sheets, intersection and driveway details, etc;
5. Calculate quantities;
6. Compute and tabulate quantities (Estimated at 2 Summary Sheets);
7. Assemble pertinent standard sheets and details.

C. **Traffic Control Plans (TCP)**

- Develop Sequence of Work and Traffic Control Plan concepts and present to Hays County for concurrence
- Develop Traffic Control Plans in accordance with Hays County standards and specifications using TxDOT standards when applicable

- Develop the various plans and details required for PS&E development and deliverables to depict TCP
- Provide Sequence of Construction and standards and general notes
- Compute and tabulate quantities (Estimated at 1 Summary Sheet).
- Assemble pertinent standard sheets and details.

D. Drainage Design

1. Calculate existing and proposed hydrology at all drainage structures affected by proposed improvements
2. Confirm that proposed conditions at existing structures meet TxDOT Hydraulic Manual criteria
3. Calculate ditch flow depths and velocities. Develop sufficient design details to address any deficiencies related to flow depth and run-off velocities
4. Confirm hydraulics of driveway culvert. Provide necessary design details for construction.
5. Edwards Aquifer Recharge Zone TCEQ Permitting – no Water Pollution Abatement Plan or Contributing Zone Plan are required. Appropriate BMP's will be incorporated into design details for compliance with TCEQ Edwards Aquifer regulations.
6. Storm Water Pollution Prevention Plan (SW-3P)
 - Develop SW-3P with temporary and permanent erosion control details incorporating CZP water quality concepts and requirements
 - Assemble pertinent standard sheets and details

E. Signing, Striping, and Pavement Markings (SSPM)

1. Signing & Marking
 - Perform design to establish required pavement markings and signing
 - Develop the various plans and details required for PS&E development and deliverables
 - Complete Summary of Small Signs (SOSS) sheet
2. Compute and tabulate quantities (Estimated at 1 Summary Sheet).
3. Assemble pertinent standard sheets and details
4. SSPM Assumptions
 - TxDOT standards are acceptable when applicable

F. Miscellaneous

1. Develop layouts of existing utility locations
2. Cross sections will be provided based on 50' intervals
3. Develop a signed/sealed construction duration schedule
4. Opinion of Probable Construction Cost

- Assemble all quantities and pay items utilizing Hays county data; assign unit costs utilizing available Hays County and pertinent TxDOT construction cost data
- Develop spread sheet of pay items, quantities and costs

G. Deliverables

All Deliverables will comply with checklists provided by current version of TxDOT Project Development Manual

1. 30% Submittal
2. 60% Submittal
3. 95% Submittal
4. Final Submittal
 - a. The final submittal will include all items from the 95% submittal with resolution to all review comments. All plan sheets will be submitted on 11 X 17 paper, signed / sealed by a Professional Engineer or Surveyor licensed / registered within the State of Texas;
 - b. Complete PS&E package including the Engineer's estimate, construction schedule, and all necessary forms (Form 1002, etc.);
5. Project Manual and Electronic Files (Submitted at 100%).
6. Drawing sheets and plans shall be prepared utilizing MicroStation V8i.
7. Text documents shall be developed utilizing Microsoft Office Word 2010
8. Spreadsheets documents shall be developed utilizing Microsoft Office Excel 2010.

9. BID PHASE SERVICES

- A. Develop bid documents including:
 - Specifications, Special Specifications and Special Provisions
 - Contract documents (boilerplate documents provided by Hays County)
- B. Attend Pre-bid meeting
- C. Answer bidder questions as needed
- D. Develop and distribute bid addenda as needed

10. CONSTRUCTION PHASE SERVICES

- A. Review bids, recommend apparent best value bidder
- B. Attend Pre-Construction meeting
- C. Attend bi-weekly construction coordination meetings (6 meetings)
- D. Respond to RFI's as needed
- E. Review/approve shop drawings if needed

11. The following items are not included in this project:

- RIGHT-OF-WAY (ROW) MAPPING

- SCHEMATIC DEVELOPMENT
- FEMA COORDINATION (INCLUDING CLOMR OR LOMR)
- GEOTECHNICAL SERVICES
- UTILITY COORDINATION OR RELOCATION ESTIMATES
- TRAFFIC SIGNAL OR FLASHING BEACON DESIGN
- CONSTRUCTION INSPECTION SERVICES
- MATERIAL TESTING SERVICES

EXHIBIT B

Fee/Rate Schedule

**FEE SCHEDULE SHALL BE INSERTED AT THE
TIME OF AGREEMENT/CONTRACT EXECUTION**

-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies Inc. 80 South 8th Street Suite #700 Minneapolis MN 55402	CONTACT NAME: Tana Williamson or Evan LeMire PHONE (A/C, No, Ext): (612) 333-3323 FAX (A/C, No): (612) 373-7270 E-MAIL ADDRESS: elemire@hayscompanies.com
INSURED WSB & Associates, Inc. dba WSB Engineers and Surveyors Inc. 1221 S. MoPac Expy, #355 Austin TX 78746	INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Company INSURER B: Travelers Property Casualty Co of Amer INSURER C: Farmington Casualty Company INSURER D: INSURER E: INSURER F:
	NAIC # 25623 25674 41483

COVERAGES**CERTIFICATE NUMBER:** 19-20**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6800K212811	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8100K193503	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP0K193619	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB0K19359A	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Hays County is additional insured as respects general liability policy were required by written contract, subject to the policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**Hays County Office of the General Counsel
111 E. San Antonio
Suite 300
San Marcos TX 78666

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	CONTACT NAME: Jeanne Danmeier PHONE (A/C, No, Ext): (952)893-1933 FAX (A/C, No): (952)893-1819 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 37885
INSURED WSB & Associates, Inc. dba WSB Engineers and Surveyors Inc 1221 S MoPac Expy, #355 Austin TX 78746		

COVERAGES**CERTIFICATE NUMBER:** 2019-2020 14**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9949492	10/1/2019	10/1/2020	Each Claim/ \$5,000,000 Each Policy Year Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER**CANCELLATION**

Hays County 111 East San Antonio Suite 300 San Marcos, TX 78666	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Theresa Anderson/DA <i>Theresa M. Anderson</i>
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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

PLN-1427-PC; Call for a Public Hearing on June 2nd, 2020 to discuss approval of the final plat of the 3-G Ranch Addition, Section 3, Lot 4, Replat.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

May 19, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

3-G Ranch Addition, Section Three is a recorded subdivision located off of Three G Ranch Road in Precinct 2.

The proposed re-plat will divide the 10.001 acre lot 4 into 2 lots, Lot 4A and Lot 4B. Water service will be provided by Goforth Special Utility District. Wastewater treatment will be accomplished by individual on-site sewage facilities.



Hays County Commissioners Court Agenda Request

Meeting Date: May 19th, 2020

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Caitlyn Strickland, Development Services Director

Sponsoring Court Member: Commissioner Mark Jones, Precinct 2

AGENDA ITEM LANGUAGE:

Call for a Public Hearing on June 2nd, 2020 to discuss final plat approval of the Replat of Lot 4, 3-G Ranch Addition, Section 3.

BACKGROUND/SUMMARY OF REQUEST:

- A) 3-G Ranch Addition, Section Three is a recorded subdivision located off of Three G Ranch Road in Precinct 2, which is a private maintained road in Hays County. The proposed replat will divide the recorded lot 4 into two 5.001 acre lots, Lot 4A and Lot 4B.

Water service will be provided by Goforth Special Utility District. Wastewater treatment will be accomplished by individual On-Site Sewage Facilities. The property is located within Hays County Commissioner Precinct Two boundary and falls within the City of Niederwald's extra-territorial jurisdiction.

- B) Per Texas Local Government Code requirements, a public hearing for this proposed re-subdivision of Lot 4 will take place on June 2nd, 2020 at 9:00 AM in our Commissioners Court. At that time, consideration for final action regarding the approval of the replat will take place.

STAFF COMMENTS:

Staff has completed Administrative Review for the 3-G Ranch Addition, Section 3, Lot 4, Replat and has provided a letter to the applicant filing the application for Technical Review. The items remaining at this time are the completion of Technical Review, the public hearing for the replat, and action on the approval or disapproval of the replat.

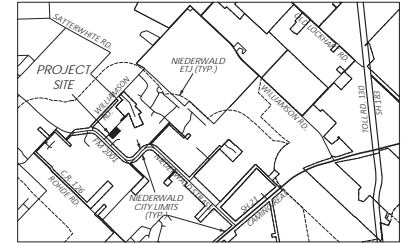
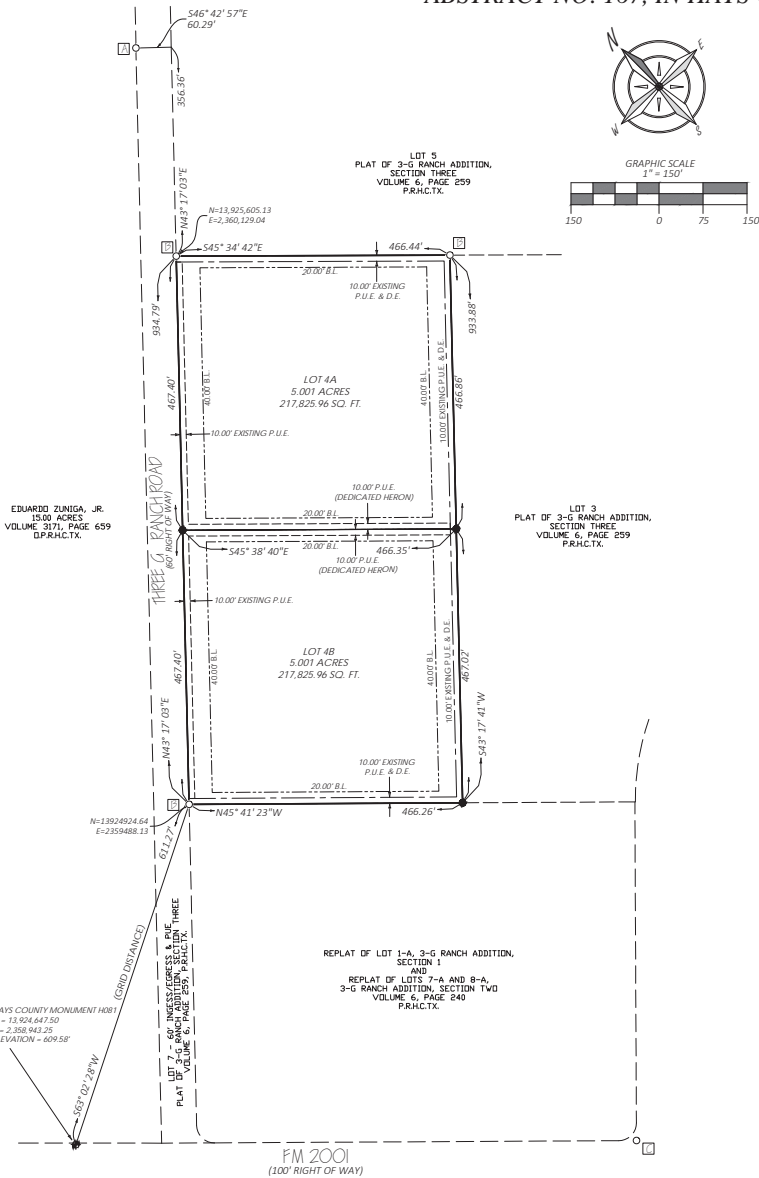
At this time, staff has no objection in calling for the public hearing for June 2nd, 2020.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

RE-SUBDIVISION OF LOT 4,
PLAT OF 3-G RANCH ADDITION, SECTION THREE
BEING A RE-SUBDIVISION OF 10.00 ACRES OUT OF THE OTIS G. EELS SURVEY,
ABSTRACT NO. 167, IN HAYS COUNTY, TEXAS



LEGAL DESCRIPTION:

10.00 ACRES BEING ALL OF LOT 4, PLAT OF 3-G ADDITION, SECTION THREE, A SUBDIVISION IN THE OTIS G. EELS SURVEY, HAYS COUNTY, TEXAS, PER MAP OR PLAT RECORDED IN VOLUME 6, PAGE 259, PLAT RECORDS, HAYS COUNTY, TEXAS AS CONVEYED TO GUILLEMINA MATA CHAVEZ IN INSTRUMENT NO. 14001780, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS.

FLOOD ZONE INFORMATION:

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 4820R0209F, DATED SEPTEMBER 2, 2005. THIS TRACT FALLS WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN).

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS OPUS WEBSITE.

SURVEYORS NOTE:

ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED.
THE COUNTY IS NOT RESPONSIBLE MAINTENANCE OF PARKS, OPEN SPACE, OR DRAINAGE EASEMENTS UNLESS OTHERWISE AGREED TO BY THE COMMISSIONERS COURT.

GENERAL NOTES:

- THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER TRANSITION ZONE AND DOES NOT LIE IN THE EDWARDS AQUIFER CONTRIBUTING ZONE OR THE EDWARDS AQUIFER RECHARGE ZONE.
- THIS SUBDIVISION LIES WITHIN THE CALDWELL HAYS COUNTY ES DISTRICT #1 & HAYS COUNTY ES DISTRICT #9.
- THIS SUBDIVISION LIES WITHIN THE HAYS COUNTY INDEPENDENT SCHOOL DISTRICT.
- THIS SUBDIVISION LIES WITHIN THE PLUM CREEK CONSERVATION DISTRICT AND THE PLUM CREEK GROUND WATER CONSERVATION DISTRICT.

PROJECT SITE ADDRESS AND PID:
350 3G RANCH ROAD, KYLE, TX. 78640 (HCAO PID: 860833)

GENERAL INFORMATION BLOCK:

OWNER: GUILLEMINA MATA CHAVEZ
ACRES: 10.00
SURVEYOR: SPOT ON SURVEYING, INC.
LOTS: 1-BLOCKS: 1
OTIS G. EELS ABSTRACT NO. 167
DEVELOPMENT LOTS: 1
DATE PREPARED: 2019/11/05

MONUMENT LEGEND:

- FOUND MONUMENT AS DESCRIBED.
- SET 5/8" IRON ROD WITH CAP
- STAMPED "SPOT ON SURVEYING".
- FOUND 1/2" IRON ROD.
- FOUND 5/8" IRON ROD.
- FOUND 3/8" IRON ROD.

LEGEND:

- BL = BUILDING SETBACK LINE
- D.E. = DRAINAGE EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- O.P.R.H.C.T.X. = OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.T.X. = PLAT RECORDS OF HAYS COUNTY, TEXAS

LINE TYPE LEGEND:

- BOUNDARY
- RIGHT OF WAY
- ADJOINING LOT LINES
- P.U.E.
- BL
- P.U.E. & D.E.

UTILITY NOTES:

WATER: GORFORTH SPECIAL UTILITY DISTRICT
WASTEWATER: SEPTIC SYSTEM
ELECTRICITY: FEDERNALES ELECTRIC COMPANY



WWW.SPOTONSURVEYING.COM
SOS J/N: 0048-19-013

HAYS COUNTY WASTEWATER NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

TOM POPE, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

CAITLYN STRICKLAND, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS §
COUNTY OF §
KNOWN ALL MEN BY THESE PRESENTS:

OWNER'S CERTIFICATION:

I, THE UNDERSIGNED, OWNER OF LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS
RE-SUBDIVISION OF LOT 4, PLAT OF 3-G RANCH ADDITION, SECTION THREE

IN THE CITY OF KYLE, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GUILLEMINA MATA CHAVEZ
350 3G RANCH RD.
KYLE, TEXAS 78640
(512) 705-6388

DATE

STATE OF TEXAS §
COUNTY OF §
KNOWN ALL MEN BY THESE PRESENTS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED,
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (SHE) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE ____ DAY OF ____, 20____, A.D.

NOTARY PUBLIC
IN AND FOR THE STATE OF

DATE

STATE OF TEXAS §
COUNTY OF §
KNOWN BY ALL MEN PRESENTS

GORFORTH WATER SUPPLY CORPORATION, AN APPROVED PUBLIC WATER SUPPLY SYSTEM HAS ACQUIRED QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

GENERAL MANAGER
GORFORTH WATER SUPPLY CORPORATION

STATE OF TEXAS §
COUNTY OF §
KNOWN ALL MEN BY THESE PRESENTS:

OWNER'S NOTE:

I, THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, WARRANT THAT ANY RIGHT, PRIVILEGE, OBLIGATION, OR REMEDY GRANTED TO ME BY THE SUBDIVISION ORDINANCE AND OTHER RELEVANT LAWS OF THE CITY OF NIEDERWALD, TEXAS, SHALL ALSO RUN IN FAVOR OF MY SUCCESSORS IN INTEREST, ASSIGNS, AGENTS, EMPLOYEES, OR ANY PERSON ACTING PURSUANT TO THE DIRECTIONS OF ANY OF THE FOREGOING, OR UNDER COLOR OF SAME.

GUILLEMINA MATA CHAVEZ
350 3G RANCH RD.
KYLE, TX. 78640
(512) 705-6388

DATE

STATE OF TEXAS §
COUNTY OF §
KNOWN ALL MEN BY THESE PRESENTS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED,
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (SHE) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE ____ DAY OF ____, 20____, A.D.

NOTARY PUBLIC
IN AND FOR THE STATE OF

DATE

STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT, ON THE ____ DAY OF A.D. 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE COURT INSTRUMENT NUMBER ____.

IN MY OFFICE ON THE ____ DAY OF ____, 20____, A.D. AT ____ O'CLOCK ____ M., IN THE PLAT

RECORDS OF HAYS COUNTY, TEXAS AS INSTRUMENT NO. ____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF ____, 20____, A.D.

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS
KNOWN ALL MEN BY THESE PRESENTS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF ____, 20____, A.D. AT ____ O'CLOCK ____ M., IN THE PLAT

RECORDS OF HAYS COUNTY, TEXAS AS INSTRUMENT NO. ____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF ____, 20____, A.D.

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

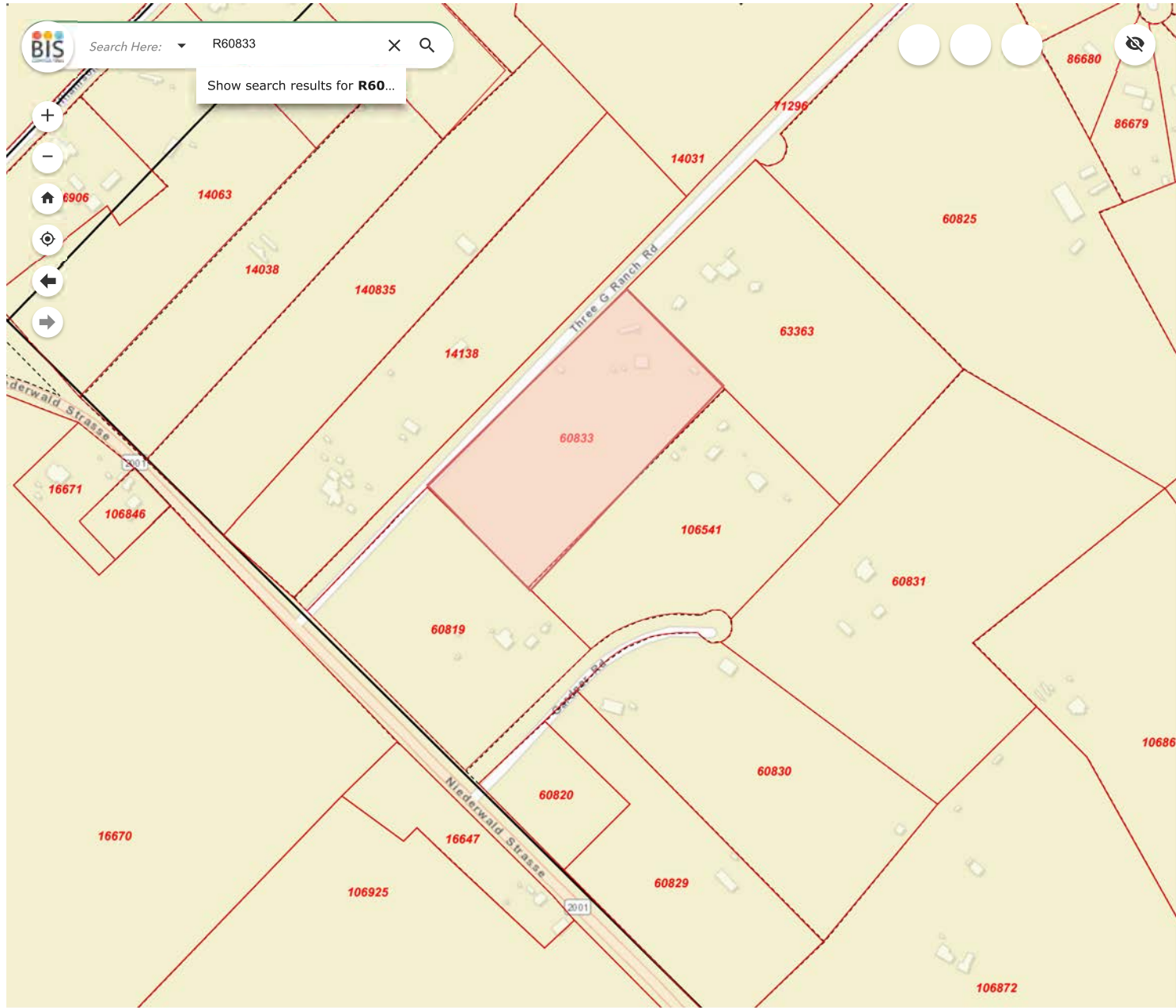
SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, AM REGISTERED IN THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THAT THE MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

SCOTT A. HAHN
TEXAS REGISTRATION NO. 6375
SPOT ON SURVEYING, INC.
414 E. 8TH ST. S.W.
BUDA, TX. 78810
(512) 523-0892
TBPLS FIRM NO.: 10193894

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

PLN-1407-PC; Call for a Public Hearing on June 2nd, 2020 to discuss final plat approval of the Replat of Lot 2A-1, K-Bar-Mac Subdivision.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

May 19, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

K-Bar-Mac is a recorded subdivision located off of Highway 290 in Precinct 4.

The proposed re-plat will divide the 14.716 acre lot 2A-1 into 2 lots, Lot 2-A2 and Lot 2-A3. Water service will be provided by individual private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.



Hays County Commissioners Court Agenda Request

Meeting Date: May 19th, 2020

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Caitlyn Strickland, Development Services Director

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

Call for a public hearing on June 2nd, 2020 to discuss final plat approval of the Replat of Lot 2A-1, K-Bar-Mac Subdivision.

BACKGROUND/SUMMARY OF REQUEST:

- A) K-Bar-Mac is a recorded subdivision located off of Highway 290. The recorded Lot 2A-1 is a 14.716 acre lot that fronts onto Highway 290, a Texas Department of Transportation public roadway in Hays County. The proposed replat will divide the recorded lot 2A-1 into two, 7.358 acre lots, 2-A2 and 2-A3.

Water service will be accomplished by Private Well and Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities. The property is located outside the City of Dripping Springs extraterritorial jurisdiction and within the Hays County Commissioner Precinct Four boundary.

- B) Per Texas Local Government Code requirements, a public hearing for this proposed resubdivision of Lot 2A-1 will take place on June 2nd, 2020 at 9:00 AM in our Commissioners Court. At that time, consideration for final action regarding the approval of the replat will take place.

STAFF COMMENTS:

Staff has completed Administrative Review for the Replat of Lot 2A-1, K-Bar-Mac Subdivision and has provided a letter to the applicant filing the application for Technical Review. The items remaining at this time are the completion of Technical Review, the public hearing for the replat, and action on the approval or disapproval of the replat.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

SURVEYOR'S NOTES

1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 482090100F, DATED 9/5/2005, A PORTION OF THIS TRACT LIES WITHIN ZONE A, (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD) AND A PORTION LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
5. ACCORDING TO SCALING FROM TCEQ MAPS ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE AND NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE JOHNSON CITY INDEPENDENT SCHOOL DISTRICT.
7. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
9. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 1 AND 6.
10. MAIL BOXES PLACED WITHIN THE ROW SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
11. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
12. LOTS ARE LIMITED TO SINGLE FAMILY RESIDENCES AND TCEQ REGULATED BUSINESSES.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, DAVID E. SUTHERLAND AND MYRA L. SUTHERLAND, OWNERS OF LOT 2A1, K-BAR-MAC, HAYS COUNTY, TEXAS BEING 14.716 ACRES AS CONVEYED TO USE BY DEED RECORDED IN VOLUME 1295, PAGE 643, AND VOLUME 2463, PAGE 183 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPEAT THIS PROPERTY TO BE KNOWN AS RESUBDIVISION PLAT OF LOT 2A1, K-BAR-MAC, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

DAVID E. SUTHERLAND, OWNER
P.O. BOX 1250
DRIPPING SPRINGS, TX. 78620

MYRA L. SUTHERLAND, OWNER
P.O. BOX 1250
DRIPPING SPRINGS, TX. 78620

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID E. SUTHERLAND AND MYRA L. SUTHERLAND KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, A.D., 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, A.D., 20____.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT

____ O'CLOCK ____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

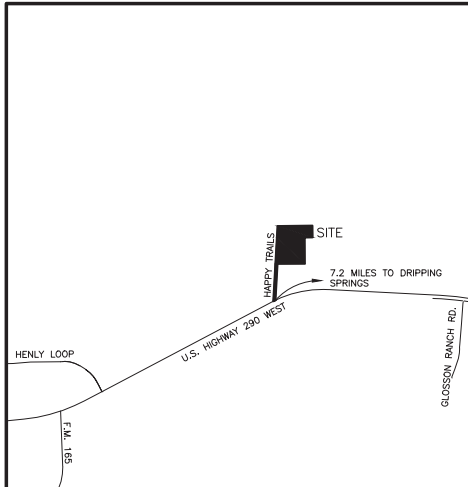
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

LINE	BEARING	DISTANCE
L1	S 89°26'34" W	256.90'
L2	N 05°21'23" W	138.61'
L3	N 40°16'22" W	58.91'
L4	N 33°57'29" W	159.05'
L5	N 11°04'52" W	110.06'
L6	N 00°48'50" E	232.56'
L7	N 06°56'29" E	138.55'
L8	N 42°46'41" W	65.20'
L9	N 89°16'12" E	147.80'
L10	S 01°53'23" W	454.20'
L11	S 05°33'49" E	105.39'
L12	S 33°33'29" E	01.10'
L13	N 70°20'49" E	114.99'
L14	S 81°58'42" E	79.99'
L15	S 55°09'37" E	30.99'
L16	N 06°38'16" E	67.78'
L17	N 89°16'35" E	48.06'
L18	S 05°16'44" W	61.43'
L19	S 89°31'51" E	48.14'
L20	S 25°42'24" W	112.78'

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.
REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500



VICINITY MAP - 1"=2000'

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

TOM POPE, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

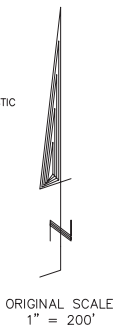
DATE

CAITLYN STRICKLAND, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE

LEGEND

- HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- HAYS COUNTY PLAT RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "STAUDT"
- CONCRETE MONUMENT FOUND
- UTILITY LINE, POLE AND GUY



ORIGINAL SCALE
1" = 200'

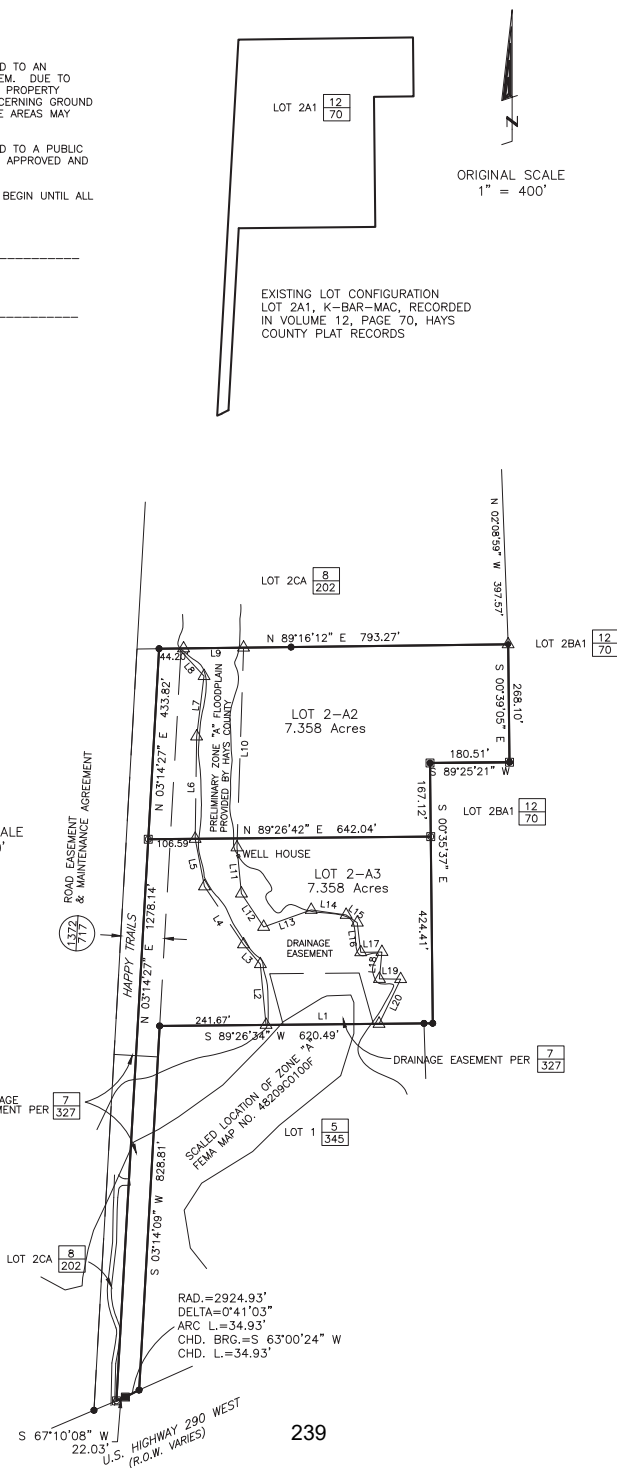
LOT SIZE CATEGORIES

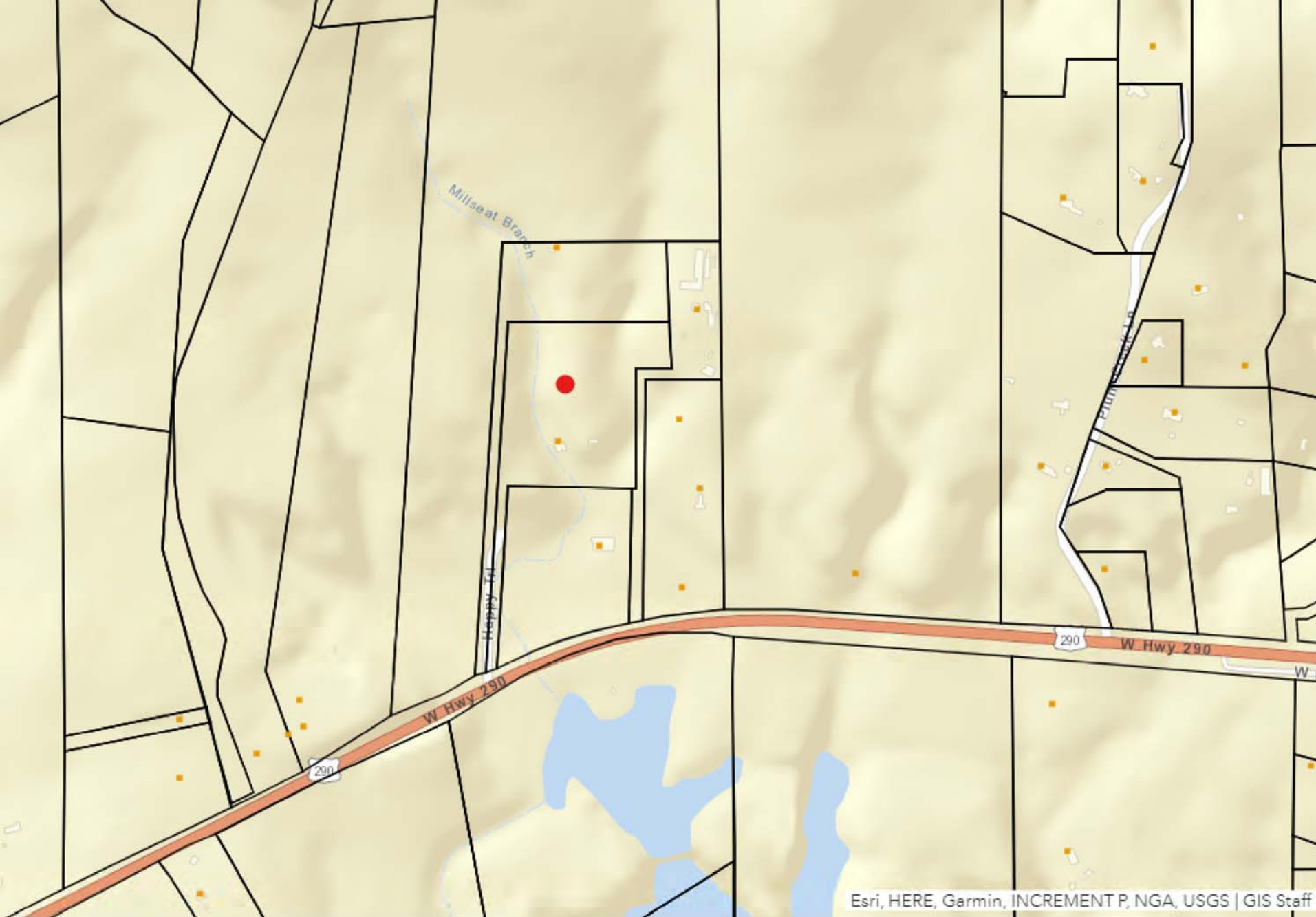
TOTAL AREA = 14.716 AC.
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 7.358 AC.
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 - 10 ACRES = 2
NUMBER OF LOTS 2 - 5 ACRES = 0
NUMBER OF LOTS 1 - 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC--FEDERALS ELECTRIC COOP.
WATER--PRIVATE WATER WELLS
SEWER--INDIVIDUAL ON-SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:
DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

CLIENT: SUTHERLAND, DAVID
DATE: 11/5/2019
OFFICE: K. SMITH
CREW: HADEN, PRADO
FB/PG: 767/56
PLAT NO. 27731-19-c





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 reconsider on Order of the Commissioners Court Addressing Employee Absences Resulting From COVID-19. A portion of this item may be held in Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of each individual position employed by Hays County. Possible action may follow in open Court.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

May 19, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MILLER

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

See the Attached Order



**ORDER OF THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS
ADDRESSING EMPLOYEE ABSENCES RESULTING FROM COVID-19**

WHEREAS, President Trump has declared the spread of COVID-19 a national emergency;

WHEREAS, the emergent nature of this situation and its effect on employees justifies the Commissioners Court taking action to alleviate some of the stress and concern, to limit exposure, and to avoid employees coming to work with symptoms of the virus or after potential exposure because of the need to earn a living.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS THAT:

1. The Commissioners Court finds that a public purpose of the County is served by the actions taken herein, being the retention of County employees and preservation of the County workforce.
2. The following Temporary Emergency Paid Leave (PTO) and conditions of use policy are established:
 - a) In order to provide relief to employees during this time, the Hays County Commissioner's Court is creating a Temporary Emergency Paid Leave (PTO) category to provide paid time off to employees affected by COVID-19. This Temporary Emergency Paid Leave (PTO) is usable for absences that began on March 16, 2020 and will be in force until Hays County's Emergency Disaster Declaration has ended or further action by the Commissioners Court.
 - b) Eligibility for use of the Temporary Emergency Paid Leave (PTO):

Employees who meet one of the categories below can use this leave if telework is not an option for the employee.

- i. Employees who have received a confirmed diagnosis of COVID-19. Time off may be in conjunction with Family Medical Leave.
- ii. Employees or members of the employee's household who have been identified as high risk individuals by the CDC and are advised to quarantine.
- iii. Employees voluntarily self-quarantining because they believe they have been exposed to COVID-19 or they display symptoms of the virus.
- iv. Employees that have travelled within the previous 14 days to a Level 3 risk area.
- v. Parents and/or legal guardians that must stay home to care for children who have had a school or childcare closure.

Use of Temporary Emergency Paid Leave must be approved by the employee's supervisor. The supervisor and employee shall complete a Family First Medical Response Act – Paid Time Off Request Form and submit with the applicable timesheet. Temporary Emergency Paid Leave (PTO) is available to all employees and paid interns. Employees will be paid their regular rate of pay during the use of the Temporary Emergency Paid Leave. Part-time employees will be paid based on their normal scheduled number of hours.

3. To comply with Federal, State or Local quarantine/isolation orders, supervisors will temporarily be allowed to have greater discretion and flexibility when granting the use of accrued leave balances (sick, vacation, comp) even when employees do not meet the requirements for the use of Temporary Emergency Paid Leave (PTO).
- a) Supervisors will have the discretion to instruct employees to go home and use leave accrual balances (sick, vacation, comp).
 - b) Supervisors may use discretion to allow sick leave balances to be used more flexibly for absences even when the absence is NOT:
 - i. related to an injury or illness;
 - ii. for appointments with physicians, optometrists, dentists, and other qualified medical professionals; or
 - iii. to attend to the illness or injury of a member of the employee's immediate family who resides in the employee's household.
 - c) Supervisors will be given greater authority to allow extra work hours and authorize compensatory time accruals to exceed policy limits as needed to serve the public during this state of emergency.

Passed this 24th day of March, 2020.



RUBEN BECERRA, COUNTY JUDGE

ATTEST:



COUNTY CLERK OR DEPUTY



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 amend the Janitorial Service Agreement between Hays County and PBS of Texas for additional Porter Services for increased sanitation efforts related to COVID-19 response.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

May 19, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

001-656-99-131.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

TAMMY CRUMLEY

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Due to the health and safety concerns during the COVID-19 pandemic, there is an increased need for sanitation and janitorial services for countywide facilities. The contract will be amended to include the 2 CFR 200 federal language as required by the Federal Emergency Management Agency (FEMA).

FIRST AMENDMENT TO
LABORATORY SERVICE AGREEMENT

This First Amendment to Janitorial Service Agreement (“Amendment”) which was executed on January 28, 2020, is made this _____ day of May, 2020, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as “County”), and PBS of Texas, LLC, (hereinafter referred to as “PBS”). The above-cited parties are collectively referred to as “the parties to this Agreement” or “the parties.”

AMENDMENTS:

- The addition of **Exhibit A - 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 Janitorial Services Agreement is hereby executed this 19th day of May, 2020, as is evidenced by the authorized signatures of the Parties, below.

PBS of Texas, LLC

Ruben Becerra
Hays County Judge

Attest:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

EXHIBIT B

FEDERALLY-FUNDED CONTRACTS SUBJECT TO APPENDIX II (2 CFR 200)

TERMINATION FOR CAUSE: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

TERMINATION FOR CONVENIENCE: County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.

DAVIS-BACON ACT – PREVAILING WAGE RATES: All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction of development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics may perform work in more than one classification for the time actually worked therein, provided that Contractor's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a)(1)(11) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

CONTRACT WORK HOURS AND SAFETY STANDARDS: If, in the course of fulfilling the terms of this Agreement, Contractor employs mechanics or laborers to perform work, Contractor recognizes that it must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor further recognizes that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

CLEAN AIR – CLEAN WATER: The Contractor under this contract/subcontract agrees as follows:

(a) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this contract by the Contracting Local Organization.

(b) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was signed by the Contracting Local Organization unless and until the EPA eliminates the name of such facility or facilities from such listing.

(c) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

(d) To insert the substance of the provisions of this article in any nonexempt subcontract, including this subparagraph.

DEBARMENT: Contractor certifies, to the best of its knowledge and belief, that it and its principals -

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

BYRD ANTI-LOBBYING CERTIFICATION: Contractor certifies, to the best of its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure From to Report Lobbying", in accordance with its instructions.

(c) Contractor shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and that all subcontractors shall certify and disclose accordingly.

(d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

PROCUREMENT OF RECOVERED MATERIALS: The County seeks to comply with Section 6002 of the Solid Waste Disposal Act including "procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines." Contractor agrees to ensure the County's compliance with the above-stated Section 6002, if and when applicable to this Agreement. For the purposes of this Section, "Recovered Materials" means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.



JANITORIAL SERVICE AGREEMENT

This Janitorial Service Agreement ("Agreement") is entered into as of this 28th day of January, 2020 between PBS of Texas, LLC ("Contractor") located at 3456 Alameda Street, Suite 448 Fort Worth, Texas 76126 and Hays County, Texas ("Client") located at 111 East San Antonio Street, Suite 300, San Marcos, Texas, 78666.

- SERVICES:** Contractor shall provide janitorial and related services to Client in accordance with the proposal specifications detailed in RFP 2020-P02. Contractor may perform the services by any generally-accepted means and shall not be responsible for delay in performance for circumstances beyond its control. Contractor and Client, by and through, Tammy Crumley, Director of Countywide Operations, or her successor, may agree in writing to adjust service schedules, hours required for cleaning, number of employees required to clean and any such service adjustment so long as such changes do not alter the stated Total Monthly Rate.
- TERM:** This Agreement shall commence on February 3, 2020 and be in effect for one (1) year with four (4) additional one (1) year renewals. This Agreement will automatically renew annually unless otherwise notified in writing by either party at least thirty (30) days prior to the annual renewal date. Any such written termination notice must be in accordance with Section 14 below.
- TERMINATION:** Either party may cancel this Agreement with or without cause or penalty upon thirty (30) days written notice in accordance with Section 14 below.
- PRICE:** Client agrees to pay Contractor, on a monthly basis, for the services as described below based on cleanable square footage provided by Hays County.

Hays County Building	Square Footage	Monthly Rate
Government Center	96,500	\$9,659.30
Health Department	5,000	\$500.00
Kyle PCT 2	14,250	\$1,425.00
Buda PCT 5	5,905	\$590.50
Development Services / Transportation	16,950	\$1,695.00
Foreman Building	2,400	\$60.00
Wimberley PCT 3	10,000	\$1,000.00
Orpington Springs PCT 4	6,300	\$630.00
Kyle Train Depot	4,000	\$65.00

Jail	12,570	\$550.00
Public Safety Building	12,000	\$500.00
Training Academy Portables	2,900	\$125.00
Jail Vehicle & Maintenance Building	1,200	\$100.00
Total Monthly Rate w/o new building		\$16,899.80
New Emergency Services Building		\$6,948.20
Total Monthly Rate w/new building		\$23,848.00

Additional Porter Hourly Rate: \$18.50

Pricing is based upon PBS providing all labor, supervision, management, equipment, cleaning supplies, and small tools, as well as related taxes and insurance required to perform the services and schedules outlined herein and is based upon a five (5) day per week work schedule, excluding County-observed holidays. Client agrees to notify Contractor in advance and in writing in the event Contractor's cleaning responsibilities are to be decreased or increased from those previously established. Contractor agrees not to clean any unoccupied space unless specifically requested to do so, in writing, by the Director of Countywide Operations or Building Maintenance Manager.

Consumables

Expendable restroom supplies, such as toilet tissue, hand towels, hand soap, plastic liners for restrooms and trash receptacles will be provided by Contractor for all areas.

If such supplies are provided by the Contractor and are included in the monthly square footage or flat rate charge, should the volume and/or cost of these items increase by more than five percent (5%) over the established cost, the Client agrees to permit the Contractor to increase the monthly charge to cover such an increase. A summary analysis will be prepared to track the usage and cost. This information will be submitted with any request for a rate increase.

Square Footage Adjustments

Contractor's billing is based on the cleanable square footage cleaned each month. "Cleanable square footage" is a combination of "occupied tenant space" and "common areas", including lobbies, hallways, vending areas, restrooms, stairwells/landings, etc. Additions and/or deletions to the cleanable square footage will be adjusted at the rates stated in the Pricing Summary.

The Client will be responsible for notifying Contractor of any additions/deletions in cleanable square footage as they occur.

Unless otherwise stipulated, square footage adjustments will be calculated as follows:

- i. Additions and/or deletions of square footage under 3,000 sq. ft., effective on the 1st through 15th of the month will be added or deleted for the full month.
- ii. Additions and/or deletions of square footage under 3,000 sq. ft., effective on the 16th through the end of the month, will be added or deleted effective the 1st day of the following month.
- iii. Additions and/or deletions of 3,000 sq. ft. or more will be calculated from the actual notification date.

In the event the Client makes an error in calculation of square footage, Contractor will make corresponding billing adjustments on the next scheduled billing date. However, no billing adjustments will be made for deleted square footage more than thirty (30) days retroactively from the date of notification.

Minimum Wage Escalation

Prices quoted herein are based on current federal and state minimum wage rates. As additional wage increases are imposed on Contractor due to current and/or future legislation or additional changes in city, state and/or federal regulations, the monthly rates shall be adjusted to cover such increases in wages and related payroll costs. Contractor, prior to increasing related billing rates, will secure the Client's approval of such increases.

The Affordable Care Act

Prices quoted herein are based on the rules, regulations, and legislation in place pertaining to employee benefits. As the Affordable Care Act continues to evolve with adjustments and revisions and such the new laws are imposed on Contractor due to current and/or future legislation, the monthly rates shall be adjusted to cover such increases in wages and related payroll costs. Prior to increasing related billing rates, Contractor will secure the Client's approval of such increases.

Holidays

Contractor is not obligated to perform services on the following holidays unless otherwise specified: New Year's Day, Independence Day, Labor Day, Memorial Day, Thanksgiving and Christmas Day. Services on holidays, when requested, shall be charged on an over-time basis. A holiday on the sixth or seventh day of the workweek shall be subject to an additional charge of one full day at straight time only if/when Contractor is obligated to pay wages for that day.

Price Determination

The price(s) quoted herein are based on "cash equivalent" payment(s) (cash, check, money order, wire transfer or direct deposit) within thirty (30) days of invoice date. Payments by any other means, such as credit cards will be subject to a service surcharge.

Invoicing

Contractor will deliver an invoice (the "Invoice") to Client by the end of each calendar month for the next calendar month's services. Client agrees to pay the Invoice within thirty (30) days of the date of delivery of the Invoice (the "Due Date"). Any accruals related to late payments will be in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Frequent late payments or failure to pay Invoices can result in termination of this Agreement pursuant to Section 10.

Additional Pricing

Emergency Labor

Regular Working Hours	\$18.50 per man hour
After Hours, Week-ends and Holiday Cleaning	\$30.75 per man hour
Supervisor (Anytime)	\$34.00 per man hour

Minimum charge of 4 hours, per person, per call.

Carpet Cleaning

Carpet cleaning not outlined in the Janitorial Specifications Section of this proposal, will be provided as an additional service at the following prices:

Semi-Dry Method	\$.20 Per Sq. Ft.
Hot Water Extraction Method	\$.25 Per Sq. Ft.

Minimum charge of \$175.00 per call

5. **EXTRAORDINARY COST CHANGES:** If any extraordinary events affect Contractor's costs, upon written notice to Client, the parties agree to negotiate a reasonable adjustment. Such events shall include but not be limited to: armed hostilities, riots, strikes, picketing, boycott, acts of God, national financial or economic disturbances, epidemics, and other events not reasonably foreseeable or against which Contractor reasonably cannot protect itself.
6. **APPROPRIATION OF FUNDS:** In the event the Hays County Commissioners Court fails to appropriate adequate funding for this Agreement in any given fiscal year, this Agreement shall automatically terminate on October 1st of such fiscal year.
7. **INDEMNIFICATION:** Contractor shall indemnify and hold harmless Client, its agents or assigns from loss, liability, cost, or expense (including reasonable attorney's fees) for bodily injury, death and property damage which arises out of work performed or failed to be performed under this agreement. Contractor shall not be liable for delay, loss or damage, caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity, or other causes beyond Contractor's reasonable control.

To the extent permitted by law and without requiring the establishment of a sinking fund, Client shall indemnify, defend and hold harmless Contractor from claims for injury to Contractor's employee and others resulting from the condition of Client's premises or equipment but only to the extent same is not caused by Contractor's fault. Contractor will be responsible for any theft determined to be caused by its

8. **INSURANCE AND TAXES:** Contractor agrees to maintain in effect, during the term hereof, insurance for Workers' Compensation or similar type coverage, with statutory limits, and personal injury and property damage with \$2,000,000 combined single limit liability per occurrence. Contractor shall furnish to Client prior to commencement of this agreement, a certificate of insurance evidencing such coverage and specifying that thirty (30) days' prior notice of cancellation shall be sent to Client. Contractor shall be responsible for paying all payroll-based taxes, workers' compensation, liability insurance and other similar expenses. Failure to maintain the above-stated insurance can result in termination of this Agreement.
9. **CONFORMANCE WITH LEGAL OBLIGATIONS:** Client agrees to keep its facilities in safe condition and in conformance with federal, state, and local laws, ordinances and regulations, and agrees to indemnify and hold harmless Contractor, to the extent permitted by law and without requiring the establishment of a sinking fund, from loss and liability (including reasonable attorneys' fees if approved by a court of law in county (counties) in which work is performed) caused by Client's failure to do so.
10. **TERMINATION BY DEFAULT:** If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement, the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice the failure has not been cured, or the failure is such that it may not be cured within thirty (30) days and the party in breach has not commenced the cure within thirty (30) days and continuously pursued the cure, then the injured party may terminate the Agreement.
11. **GOVERNING LAW AND VENUE:** Both parties to this Agreement irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Texas, County of Hays, (ii) and agree that this Agreement shall be governed by, interpreted and construed in accordance with, the laws of the State of Texas, without regard to any conflicts of law.
12. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not of Client. Client agrees not to approach any of Contractor's employees with offers of employment for a period of one (1) year after termination of this Agreement.

13. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in the Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument and signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and the attached specifications, the former shall be controlling.
14. **NOTICES:** Notices, requests, demands and other communications hereunder shall be in writing and delivered or mailed with postage prepaid, to the following:

TO HAYS COUNTY

Hays County Courthouse
Hays County Judge's Office
Attn: Judge Ruben Beccera
111 East San Antonio Street, Suite 300
San Marcos, Texas 78666
Phone: (512) 393-2205

With copy to:
Hays County Government Center
Countywide Operations
Attn: Tammy Crumley
712 South Stagecoach Trail, Suite 1045
San Marcos, Texas 78666
Phone: (512) 878-6673


TO PBS OF TEXAS, LLC

PBS of Texas, LLC
Attn: Mike Shaffer
301 Hesters Crossing #204
Round Rock, Texas 78681
Phone: (817) 560-1511
Cell: (210) 291-7722

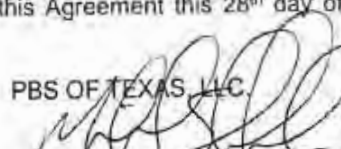
15. **BINDING:** This Agreement shall insure to and bind the successors, assigns, agents and representatives of both parties.
16. **AUTHORITY:** The undersigned representative of each party warrants that he/she has the full authority to execute this Agreement and bind the party on whose behalf he/she is executing the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 28th day of January, 2020.


HAYS COUNTY, TEXAS


Ruben Beccera
Hays County Judge

PBS OF TEXAS, LLC


Printed Name: Mike Shaffer
Title: Regional Sales Manager

ATTEST:


Elaine 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

Discussion and possible action to authorize the execution of Amendment No. 1 and Amendment No. 2 to the Stop Loss Policy between Hays County and United Healthcare Insurance Company.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 19, 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

Amendment No. 1 sets forth the Schedule of Benefits for Specific Excess Loss Insurance and Aggregate Excess Loss Insurance between Hays County and United Healthcare for the benefit period of January 1, 2017 through December 31, 2019 and paid from January 1, 2019 through December 31, 2019. The Specific Excess Loss Premium is set for \$94.57 per subscriber per month for this time period. The Aggregate Excess Loss premium is set for \$6.15 per subscriber per month for this time period.

Amendment No. 2 sets forth the Schedule of Benefits for Specific Excess Loss Insurance and Aggregate Excess Loss Insurance Policy between Hays County and United Healthcare for the benefit period of January 1, 2017 through December 31, 2020 and paid from January 1, 2020 through December 31, 2020. The Specific Excess Loss Premium is set for \$102.81 per subscriber per month for this time period. The Aggregate Excess Loss premium is set for \$6.16 per subscriber per month for this time period.

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-860-702-5000

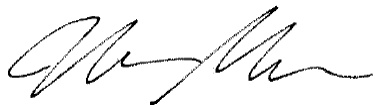
AMENDMENT NO. 1

Amendment to be attached to and made a part of Group Policy No. GA-912772AL, issued by UnitedHealthcare Insurance Company (herein called "Company") to County of Hays (herein called "Policyholder").

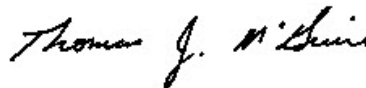
It is agreed by and between the Company and the Policyholder that

1. The page entitled "Schedule Of Benefits" as contained in the Policy is hereby replaced with the attached page entitled "Schedule Of Benefits".
2. This Amendment will hereby be effective as of January 1, 2019.

UnitedHealthcare Insurance Company



William J. Golden, President



Thomas J. McGuire, Secretary

ACCEPTED BY: _____

Title: _____

Date: _____

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-860-702-5000

SCHEDULE OF BENEFITS

This Schedule of Benefits is only applicable to Excess Loss Insurance provided by the Company during the Policy Period shown below.

Policyholder: County of Hays

Policy Number: GA-912772AL

Effective Date: January 1, 2019

Administrator: United HealthCare Services, Inc.

Coverage specified herein is applicable only during the Policy Period from January 1, 2019 through December 31, 2019, and is further subject to all terms and conditions of this Policy.

SPECIFIC EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from January 1, 2017 through December 31, 2019 and Paid from January 1, 2019 through December 31, 2019.

Specific Deductible per Covered Person: \$165,000

Specific Percentage Reimbursable: 100%

Maximum Specific Benefit per Covered Person: Unlimited

Specific Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Specific Excess Loss Premium: \$94.57 per subscriber per month

AGGREGATE EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from January 1, 2017 through December 31, 2019 and Paid from January 1, 2019 through December 31, 2019.

Aggregate Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Aggregate Percentage Reimbursable: 100%

Maximum Aggregate Benefit: \$1,000,000 per Policy Year

Minimum Annual Aggregate Deductible: \$11,854,567 or 95% of the first Monthly Aggregate Deductible amount times 12, whichever is greater

Maximum Covered Expenses per Covered Person accumulating toward the Maximum Aggregate Benefit:
\$165,000

Monthly Aggregate Factors: \$1,189.79 per subscriber

Aggregate Excess Loss Premium: \$6.15 per subscriber per month

The premium amount reflected above includes the following:

- Aggregate Accommodation Endorsement

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-860-702-5000

SCHEDULE OF BENEFITS

This Schedule of Benefits is only applicable to Excess Loss Insurance provided by the Company during the Policy Period shown below.

Policyholder: County of Hays

Policy Number: GA-912772AL

Effective Date: January 1, 2020

Administrator: United HealthCare Services, Inc.

Coverage specified herein is applicable only during the Policy Period from January 1, 2020 through December 31, 2020, and is further subject to all terms and conditions of this Policy.

SPECIFIC EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from January 1, 2017 through December 31, 2020 and Paid from January 1, 2020 through December 31, 2020.

Specific Deductible per Covered Person: \$165,000

Specific Percentage Reimbursable: 100%

Maximum Specific Benefit per Covered Person: Unlimited

Specific Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Specific Excess Loss Premium: \$102.81 per subscriber per month

AGGREGATE EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from January 1, 2017 through December 31, 2020 and Paid from January 1, 2020 through December 31, 2020.

Aggregate Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Aggregate Percentage Reimbursable: 100%

Maximum Aggregate Benefit: \$1,000,000 per Policy Year

Minimum Annual Aggregate Deductible: \$12,313,544 or 95% of the first Monthly Aggregate Deductible amount times 12, whichever is greater

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-860-702-5000

AMENDMENT NO. 2

Amendment to be attached to and made a part of Group Policy No. GA-912772AL, issued by UnitedHealthcare Insurance Company (herein called "Company") to County of Hays (herein called "Policyholder").

It is agreed by and between the Company and the Policyholder that

1. The page entitled "Schedule Of Benefits" as contained in the Policy is hereby replaced with the attached page entitled "Schedule Of Benefits".
2. This Amendment will hereby be effective as of January 1, 2020.

UnitedHealthcare Insurance Company



William J Golden, President



Thomas J. McGuire, Secretary

ACCEPTED BY: _____

Title: _____

Date: _____

UHIC AMEND (07/06)

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 a 40% deposit to Conference Technologies, Inc. related to the Backend Processing and Display Wall System for the new Public Safety Building.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 19, 2020	\$214,700

LINE ITEM NUMBER

001-680-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

On April 21, 2020 the court authorized 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.

Due to the build out and specific design elements a 40% deposit is required. Funds were budgeted during the FY20 budget process within the IT Department for this system and equipment.

Attachments:

Conference Technologies, Inc. Deposit Invoice

Conference Technologies, Inc. Backend Processing and Display Wall System Proposal - Executed

TURNKEY
PROPOSAL

TIPS
Contract
Pricing

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

HAYES COUNTY EOC PUBLIC SAFETY BLDG.

TIPS CONTRACT # 171001

VIDEO WALL SYSTEM PROPOSAL

BID DATE 4/10/2020

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)	<u>\$ 536,750.15</u>
Grand Total:	\$ 536,750.15

Activu Custom System Price Summary		
System	MSRP	Tips Price
Display Devices	59,392.11	53,452.90
Processing and Control Systems:	112,566.25	101,309.63
Source Equipment:	4,073.84	3,666.46
Cables, Racks, and Power:	15,163.36	13,647.02
Software Licenses Total:	167,214.41	150,492.97
Engineering & Design, Survey, Installation, and Labor Total:	99,514.06	89,562.65
3-Year Gold Level Support + Software Upgrades:	138,465.02	124,618.52
Total	596,389.05	536,750.15

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

Ruben Becerra

Printed Name

Hays County Judge

Title

~~4-14-2020~~

4-21-20

Date



CTI Signature

Steven D Martin

Printed Name

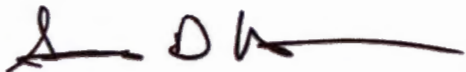
Bid Team Director

Title

4-24-20

Date

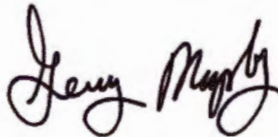
We look forward to working with you on this project. If you have any questions please contact me by phone or email.
Cordially,



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

Bethany Absolon
Bill Kocher
Daryl Andershock
David Pierce
Gerry Murphy
Jeremy Smith

Kevin Marema
Matthew Sivesind
Matt Swiderski
Michael Haggerty
Michael Kessell
Michael Sullivan

Patrick Baum
Patty Richmond
Robert Sidler
Russ Bohlinger
Ryan Holdenried
Scott Karlis

Steve Maulin
Thomas Schraufnagel
Tom Austin

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



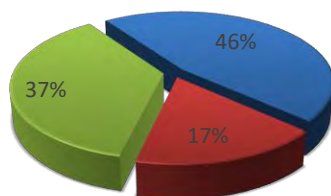
CTI has completed projects in over 25 different countries.






CTI supports more than 1,300 Client Service Contracts

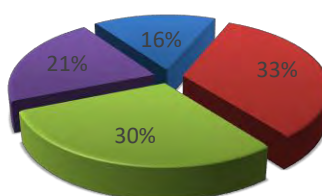






Departmental Breakdown



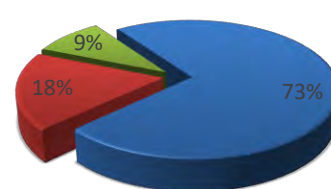
 Admin./Operations Staff
 Consulting Staff
 Technical Staff




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



Invoice

**Conference Technologies, Inc.®**

11653 Adie Road
Maryland Heights, MO 63043-3509
(PH) 314-993-1400 (Fax) 855-329-2844

Date:	5/13/2020
Invoice #:	JC120586
PO Number:	2020-00001058
Job Number:	J20190042

Bill to: The County of Hays, Texas
Turner Construction Company
10100 Reunion Place, Suite 705
San Antonio, TX 78216

Ship to: 1307 Uhland Rd
San Marcos, TX 78666

Description:

Rep: CBT-AUS

Payment Terms: NET30

Due Date: 06/12/2020

Hays County Public Safety Building

Per Purchase Order 2020-00001058

40% Deposit Invoice

Equipment	\$213,085.56
Implementation Services	\$1,614.50
Subtotal	\$214,700.06
Tax	\$0.00
Pay this Amount	\$214,700.06

Please Remit to:

P.O. Box 66726, St. Louis, MO 63166-6726
Please call for EFT Account and Routing Information

We appreciate your business!

Any unpaid balance is subject to a finance charge at the rate of 1.5% per month (18% A.P.R.)
Payments made by credit card are subject to a 2.5% fee.

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 \$3,550 contract with Big Day Pictures related to film production of a Public Service Announcement (PSA) for Census Outreach.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

May 19, 2020

AMOUNT REQUIRED

\$3,550

LINE ITEM NUMBER

001-712-16-129.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

COLLINS

SPONSOR

BECERRA

CO-SPONSOR

INGALSBE

SUMMARY

The Census Complete Count Committee received four proposals related to the Census Outreach PSA film production. It is the committee recommendation to award a contract to Big Day Pictures. The PSA will support the Hays County Complete Count Committee's objective to reach and educate the county's residents on the importance of completing the Census. Funds received from the United Way of Greater Austin will be used for this service.

An estimated amount of \$550 will be added to the contract to pay for Talent.

Attachment: Proposal/Contract



Big Day Pictures (Production) will create four (4) Census 2020 PSAs for Hays County. Each PSA will have a running time of 30 seconds - 1 minute. PSA 1 and PSA 2 will each have English and Spanish versions. These PSAs will support Hays County Complete Count Committee's (County) objective to reach and educate the county's residents on the importance of completing the Census.

1st PSA – "Count Me Now" A call to action highlighting the importance of completing the Census form now for benefits in the 10 years. Suggested scenes taking into consideration social distancing:

- (INT. Courthouse) Judge Becerra and Jessica Mejia- shoot & speak - 2-3 lines
- (EXT. Elementary School) African American Child speaks directly into camera – 1 line
- (EXT. TXST) African American Teen (10 years later) – shoot & speak – 1 line
- (EXT. Dirt Road) Caucasian or Hispanic Teen in car- 1 line
- (EXT. Paved Road) Caucasian or Hispanic adult (10 years later w/children) in car – 1 line
- (EXT. Jacobs Well) Caucasian or Hispanic middle-aged couple – 1 line
- (EXT. Jacobs Well) Caucasian or Hispanic elderly couple (10 years later) – 1 line
- Graphics with steps to complete Census and contact information for anyone requiring assistance.
- Logos and Credits

There will be both a Spanish and English version of the PSA. Judge and Jessica will say the same 2-3 lines in English and Spanish. All other scenes will be in English and subtitled for the Spanish version.

2nd PSA – Follow up/reminder of the Census August deadline aiming to create a sense of urgency. Details TBD but will feature Alex Villalobos and Jessica Mejia. This one will be in English only, but the Spanish Version will be subtitled. It will include graphics with steps to complete the Census and information for anyone requiring assistance.

County representative will create the script outline and work with the Production team throughout two writing sessions of 1 hour each to lock final scripts.

County representative will also deliver high resolution files of any digital assets that contain mandatory logos, imaging and copy. **County representative will provide all translation and final subtitles to Production.**

County representative will work with Production to schedule time to shoot the PSAs. **County representative will work with Production on locations within Hays County, subjects (characters), vehicles for the subject and wardrobe, but County representative is ultimately responsible for securing these items, including any necessary shooting permissions.**

PSA's will contain a mixture of motion graphics (**logos**) and live action to achieve a dynamic and polished result that engages the viewer.

Production will deliver the first PSA within 15 days of shooting. Second PSA will be delivered within 30 days of shooting. Four PSA videos (**mp4 and/or pro res files**) will be delivered digitally through a secure download link.

Production will relinquish all copyrights of the finished pieces to County in perpetuity.


Budget for PSA 1: See Excel Sheet Attached.

Total PSA 1: \$3,000.00, payable upon delivery of finished product

Budget for PSA 2: To Be Discussed – additional info needed

Total PSA 2: \$ _____, payable upon delivery of finished product

Total \$ _____ for both PSAs In Kind Contribution: \$ _____.

 _____ **May 4, 2020**
by: Jeffrey Brown
Representing: (Production)
Position: Producer / Director

by:
Representing: Hays County Complete Count Committee
Position:

BIOS:

Jeffrey Brown (producer/director) has directed and produced award-winning narrative features and feature documentaries in Europe, Africa, Asia and North America, playing festivals (Sundance, IDFA, SXSW, Rotterdam, Tribeca, Cannes) and released internationally (Netflix, HBO, Showtime, PBS, ESPN, AMC, Sundance Global, Starz, etc.). Most recently, *Nothing Stays The Same: The Story of the Saxon Pub* (www.saxonfilm.com) won the Music Doc Prize at 2019 SXSW and the feature doc *Cowboys* (www.thecowboymovie.com) won the Audience Award at 2019 Austin Film Festival. He lives in Wimberley and offices in San Marcos.

Jeff Sandmann (camera) has produced, shot and directed video for over 25 years, creating corporate videos and hundreds of commercials, earning 3 Telly Awards in the process. He's worked on TV shows such as the docuseries *Friday Night Tykes*, Netflix's *Dave Chappelle Deep in the Heart of Texas* and Ireland's live music show *Other Voices*. His work over the past 10 years producing tribute videos for the Texas Heritage Songwriters Hall of Fame led to his debut feature-length documentary *Nothing Stays The Same*. Jeff earned a graduated from Texas State University, and spent 21 years working a Senior Producer for Time Warner Cable. He lives in Buda, 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

Discussion and possible action to adopt and order authorizing the sale of fireworks beginning the Wednesday before the last Monday in May and ending at midnight on the last Monday in May, 2020.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

May 19, 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

Texas Occupations Code, Chapter 2154:

Sec. 2154.202. RETAIL FIREWORKS PERMIT. (a) A person selling fireworks directly to the public must annually obtain a nonrenewable retail fireworks permit for each retail location.

(b) The commissioner shall set and collect a retail fireworks permit fee in an amount not to exceed \$20.

(c) A retail fireworks permit may be purchased from a licensed manufacturer, distributor, or jobber or from the state fire marshal's office.

(d) A licensed manufacturer, distributor, or jobber may obtain retail fireworks permits from the commissioner at any time. The commissioner shall provide permits in books containing 20 permits each. Each permit must be clearly printed with the year, date, and permit number. The manufacturer, distributor, or jobber shall keep a record of all permits issued and shall submit the record to the commissioner through the state fire marshal in the manner required by the commissioner.

(e) A retail fireworks permit expires on January 31 each year and is not renewable.

(f) An outdated permit may be exchanged for a current permit only in the year following the permit's expiration.

(g) Except as provided by Subsection (h), a retail fireworks permit holder may sell fireworks only to the public, and only during periods:

(1) beginning June 24 and ending at midnight on July 4;

(2) beginning December 20 and ending at midnight on January 1 of the following year; and

(3) beginning May 1 and ending at midnight on May 5 if the fireworks are sold at a location that is not more than 100 miles from the Texas-Mexico border and that is in a county in which the commissioners court of the county has approved the sale of fireworks during the period.

(h) In addition to the periods during which the sale of fireworks is authorized under Subsection (g), the commissioners court of a county by order may allow a retail fireworks permit holder to sell fireworks in that county only to the public and only during one or more of the following periods:

(1) beginning February 25 and ending at midnight on March 2;

(2) beginning April 16 and ending at midnight on April 21; and

(3) beginning the Wednesday before the last Monday in May and ending at midnight on the last Monday in May.



ORDER AUTHORIZING MEMORIAL DAY FIREWORKS SALES

WHEREAS, the Hays County Commissioners Court is authorized under Occupations Code Section 2154.202(h)(1), to adopt an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of Memorial Day; and

WHEREAS, on this day, the Commissioners Court has determined that conditions are favorable to issue such an Order;

NOW, THEREFORE, the Commissioners Court adopts this Order authorizing the sale of fireworks to the public by retail fireworks permit holders during the Memorial Day period beginning the Wednesday before the last Monday in May (5/20/20) and ending at midnight on the last Monday in May (5/25/20).

ADOPTED by the Hays County Commissioners on this 19th day of May, 2020.

Judge Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Hays County Commissioner, Pct. 1

Mark Jones
Hays County Commissioner, Pct. 2

Lon A. Shell
Hays County Commissioner, Pct. 3

Walt Smith
Hays County Commissioner, Pct. 4

ATTEST:

Elaine Cardenas, 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

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

May 19, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Scott Raven

SPONSOR

SHELL

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 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 Countywide Operations. Possible discussion and/or action may follow in open Court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

May 19, 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

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 Human Resources Department. Possible discussion and/or action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	May 19, 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	JONES	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 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Recoil. Possible discussion and/or action may follow in open Court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

May 19, 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

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 Auditor's Office. Possible discussion and/or action may follow in open Court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

May 19, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Marisol Villarreal-Alonzo

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Summary to be provided in Executive Session.