

**Commissioners Court -- OCTOBER 1, 2024  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on **OCTOBER 1, 2024**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**A. CALL TO ORDER**

**B. INVOCATION**

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

**D. ROLL CALL**

**E. PUBLIC COMMENTS**  
At this time 3-MINUTE comments will be taken from the audience on Non-Agenda related topics. To address the Court, please submit a Public Participation/ Witness Form to the County Clerk. Please Complete the Public Participation/ Witness Form in its Entirety.  
**NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS .**

**F. PRESENTATIONS & PROCLAMATIONS**

1. Adopt a Proclamation recognizing October 6-12, 2024 as National 4-H Week in Texas. **SMITH**
2. Adopt a Proclamation recognizing October 10, 2024 as World Homeless Day. **COHEN/INGALSBE**
3. Adopt a Proclamation recognizing October 2024 as Mediation Awareness Week. **INGALSBE**
4. Adopt a Proclamation recognizing October 2024 as Breast Cancer Awareness Month. **INGALSBE**
5. Adopt a Proclamation recognizing October 2024 as National Domestic Violence Month. **BECERRA**
6. Update by the Hays County Treasurer regarding the launch of the new debit card system being used to pay jurors for their service. **BECERRA/TENORIO**

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

1. Approve payments of County invoices. **VILLARREAL-ALONZO**
2. Approve the payment of Juror checks. **TENORIO**
3. Approve the payment of United Healthcare claims and authorize an additional disbursement in an amount not to exceed \$500,000.00 to the healthcare claims account. **VILLARREAL-ALONZO**
4. Approve Commissioners Court Minutes of September 17, 2024. **BECERRA/CARDENAS**

5. Approve the payment of the October 15, 2024 payroll disbursements in an amount not to exceed \$4,500,000.00 effective October 15, 2024 and post totals for wages, with-holdings, deductions and benefits on the Hays County website once finalized. **BECERRA/DORSETT**
6. Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports. **VILLARREAL-ALONZO**
7. Approve the May 2024 and June 2024 Treasurer's Reports. **BECERRA/TENORIO**
8. Authorize the execution of a renewal agreement for \$33,281.40 for Westlaw online legal research services for use by Hays County judges and staff. **SHELL**
9. Authorize the execution of a renewal agreement for \$41,658.24 for Westlaw Patron Access for use by Hays County Law Library patrons. **SHELL**
10. Authorize the execution of the annual renewal agreement between the Hays County Parks Department/Countywide Operations and SHI International in the amount of \$9,365.85 for continued access to the online reservation systems with Checkfront. **SHELL/T.CRUMLEY**
11. Authorize payment to Red River Restoration in the amount of \$2,499.50 for additional work needed to repair and replace damaged window panes at the Historic Courthouse and amend the budget accordingly. **INGALSBE/T.CRUMLEY**
12. Authorize the acceptance of a grant award from the Office of the Governor, FY25 Body Worn Camera Grant Program in the amount of \$215,049.86 and amend the budget accordingly. **INGALSBE/T.CRUMLEY/CUTLER**
13. Authorize the acceptance of Amendment Number 4 to the Department of State Health Services, Infectious Disease Control Unit - COVID-19 (IDCU-COVID-19) grant award and amend the budget accordingly. **INGALSBE/T.CRUMLEY**
14. Authorize the acceptance of a grant award from the Substance Abuse and Mental Health Services Administration (SAMHSA), Assisted Outpatient Treatment grant program in the amount of \$452,653.00. **INGALSBE/COHEN/T.CRUMLEY/BROWN**
15. Authorize the submission of a grant application to the Flint Hills Resources Helping Heroes grant program in the amount of \$10,000.00. **BECERRA/T.CRUMLEY/JONES**
16. Authorize the Hays County Constable, Pct. 4 Office to accept a \$100.00 donation from Mr. Anthony Allen of Dripping Springs and amend the budget accordingly. **SMITH/HOOD**
17. Approve the cancelation of the Hays County Commissioners Court on the following dates in 2025: January 14 and 28, February 4 and 18, March 11 and 18, April 1, 15, and 29, May 13 and 27, June 3 and 17, July 1, 15 and 22, August 26, September 9 and 23, October 7 and 21, November 4, 11 and 25, December 9, 23 and 30. **INGALSBE**
18. Approve and authorize payment in the amount of \$606.00 to the San Marcos Daily Record related to publishing a notice related to the Municipal Separate Storm Sewer System (MS4) program as required by the Texas Commission on Environmental Quality (TCEQ), where no purchase order was obtained as required per the Hays County Purchasing Policy. **BECERRA/PACHECO**
19. Authorize the execution of the Social Service Agency contracts as approved in the Fiscal Year 2025 budget. **BECERRA/DORSETT**
20. Authorize the execution of a Second Amendment with Wellpath, LLC. for the Adult and Juvenile Facilities Healthcare Program contract pursuant to RFP 2021-P04. **SHELL/INGALSBE**
21. Authorize the Office of Emergency Services to amend the budget to pay for additional charges related to the installation of lights and sirens for the 2023 Chevrolet 1500. **BECERRA/MIKE JONES**
22. Approve Utility Permits. **SMITH/INGALSBE/BORCHERDING**

23. Authorize the execution of a Texas Workforce Commission Data Exchange Request and Safeguard Plan related to an Information Release Contract for the Hays County Constable's Office for Precinct 1. **INGALSBE/PETERSON**
24. Authorize the contract renewal of RFP 2022-P10 County Clerk Auto-Indexing System with Just Appraised, Inc. **BECERRA/CARDENAS**
25. Authorize the County Judge to support the Centro Cultural Hispano de San Marcos related to the 2024 Hispanic Heritage Exhibition Walk kick-off event for Hispanic Heritage Month. **BECERRA**
26. Approve specifications for IFB 2025-B02 Hauling Solid Waste and authorize Purchasing to advertise and solicit for bids. **SHELL/SMITH/T.CRUMLEY**
27. Approve contract change order 1 for Tasman Geosciences, Inc. dba Tasman, Inc. in the amount of \$8,716.00, pursuant to IFB 2024-B06 Sentinel Peak - Asbestos Abatement and Building Demolition, increasing the contract 4.5%. **SHELL/T.CRUMLEY**
28. Approve specifications for RFQ 2025-Q01 Professional Services Pool and authorize Purchasing and solicit for bids. **SHELL/HUNT**
29. Authorize the Sheriff's Office to renew the Agency Agreement with Leads Online, LLC, in the amount of \$11,245.00 annually, and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(A). **INGALSBE/CUTLER**

H. 

<b>ACTION ITEMS</b>
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I. 

<b>ROADS</b>
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1. Discussion and possible action to authorize the execution of Contract Amendment No. 8 in the amount of \$64,396.84 to the Professional Services Agreement between Hays County and Johnson, Mirmiran, & Thomas, Inc. (JMT) for professional design services on the FM 110 Middle project in Precinct 1, as part of the TxDOT/Hays County Partnership Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **INGALSBE/BORCHERDING**
2. Hold a public hearing with possible action to establish a 4-way stop location on Goforth Road at the intersection with Mathias Lane. **INGALSBE/BORCHERDING**
3. Hold a public hearing with possible action to establish a 3-way stop location on Center Point Road at the intersection with Beback Inn Road. **INGALSBE/BORCHERDING**
4. Discussion and possible action to call for a public hearing on October 15, 2024, to establish "No Parking" zones along Dairy Road. **INGALSBE/BORCHERDING**
5. Discussion and possible action to call for a public hearing on October 15, 2024 to reduce the current speed limit of 30 MPH to 25 MPH within Crosswinds subdivision. **INGALSBE/BORCHERDING**
6. Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, release of the performance bond #K41681767 in the amount of \$2,934,946.93, and acceptance of the maintenance bond #2343810 in the amount of \$135,044.31, for Prairie Lakes Phase 2, Section 1. **COHEN/BORCHERDING**

J. 

<b>SUBDIVISIONS</b>
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1. PLN-2574-PC; Hold a Public Hearing; followed by discussion regarding Appaloosa Acres, Lot 34, Replat. **INGALSBE/MACHACEK**
2. PLN-2446-PC; Hurlbut Ranch West, Tract 20B, Replat (2 Lots). Discussion and possible action to consider granting a variance to Chapter 715 § 3.01(C) of the Hays County Development Regulations; followed by discussion and possible action regarding the final determination. **SHELL/MACHACEK**

3. PLN-2445-PC; Ratify Approval of the Los Ranchos, Lots PT of 21 & 22, Replat. **SMITH/MACHACEK**
4. PLN-2351-NP; Ratify Approval of the B&C Storage, Final Plat. **INGALSBE/MACHACEK**

K. 

<b>MISCELLANEOUS</b>
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1. Discussion and possible action to authorize the execution of a Dripping Springs Ranch Park (DSRP) Voting Location License Agreement between the City of Dripping Springs and Hays County. **SMITH/DOINOFF**
2. Discussion and possible action to award a contract to Freese & Nichols for Development Regulations and Standards Updates pursuant to RFQ 2024-Q03, and authorize staff, and the Criminal District Attorney, Civil Division to negotiate a contract. **SHELL/PACHECO**
3. Discussion and possible action to identify programming services related to the Hays County Pet Resource, Education, and Research Center for contract negotiations and identify funding. **BECERRA/INGALSBE**
4. Discussion and possible action to authorize the Treasurer's Office to hire a temporary Treasury Associate effective October 1 through December 31, 2024 not to exceed 320 hours. **BECERRA/TENORIO**
5. Discussion and possible action to appoint Brian McAuliffe, Cliff Ormiston, and Eric Gutierrez as assistant tabulation supervisors for the November Central Counting Station and revise the Judge/Alternate Judge appointees to accommodate some changes to previous appointees. **SHELL/DOINOFF**
6. Discussion and possible action to adopt an order authorizing the sale of fireworks beginning the five days before the first day of Diwali and ending at midnight on the last day of Diwali (October 28-November 1, 2024). **BECERRA**
7. Discussion and possible action to adopt the Hays County FY 2025 Holiday Calendar. **INGALSBE**
8. Discussion and possible action to authorize the execution of an amendment to the Interlocal Agreement with Guadalupe-Blanco River Authority (GBRA) regarding the implementation of the Plum Creek Watershed Protection Plan (PCWPP). **INGALSBE/T.CRUMLEY**

L. 

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

1. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. **BECERRA**
2. Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project Cat Tree, Project Radiata, Project Curious Cosmo and Project Fire Engine Red. Possible discussion and/or action may follow in open court. **BECERRA**
3. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel regarding the Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association (HCLEA); and consultation with counsel and deliberation regarding all individual positions subject to said Collective Bargaining Agreement. Possible discussion and/or action may follow in open Court. **INGALSBE/SHELL**
4. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the employment, duties, and establishment of County Administrator and Health Director positions. Possible discussion and/or action may follow in open court. **COHEN/INGALSBE**
5. Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. **SHELL**



M.

#### **STANDING AGENDA ITEMS**

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

1. Discussion and possible action related to the burn ban. **BECERRA**
2. Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
3. Discussion and possible action regarding Hays County's use of federal or other grant funding related to COVID-19 response including but not limited to the American Rescue Plan Act (ARPA) and the Emergency Rental Assistance Program (ERAP). **BECERRA**

N. **ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 27th day of September, 2024  
**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**CLERK OF THE COURT**

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (72 hours before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received. Braille is not available.



AGENDA ITEM REQUEST FORM: **F. 1.**

## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Sponsor: Commissioner Smith

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### Agenda Item

Adopt a Proclamation recognizing October 6-12, 2024 as National 4-H Week in Texas. **SMITH**

### Summary

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### Attachments

Proclamation - National 4-H Week



**PROCLAMATION RECOGNIZING OCTOBER 6-12, 2024 AS  
NATIONAL 4-H WEEK IN TEXAS**

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

**WHEREAS**, The Hays County Commissioners Court is proud to honor the Texas 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 116 years of providing experience-based education to youth throughout the Lone Star State; and

**WHEREAS**, This admirable program, which seeks to provide a learning experience for all youth through their head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

**WHEREAS**, The program’s more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to eighteen, come from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

**WHEREAS**, The program undoubtedly could not have achieved the success that it has today were it not for the service of its’ more than 30,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

**WHEREAS**, Throughout its proud history, the 4-H program has developed positive role models for countless Texans through its innovative and inspiring programs, and continues to build character and instill the values that have made our state strong.

**NOW, THEREFORE, BE IT RESOLVED**, The Hays County Commissioners Court does hereby designate October 6-12, 2024, as National 4-H Week in Texas, and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

**ADOPTED THIS THE 1<sup>st</sup> DAY OF OCTOBER 2024**

\_\_\_\_\_  
**Ruben Becerra**  
**Hays County Judge**

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

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**Dr. Michelle Cohen**  
**Commissioner, Pct. 2**

\_\_\_\_\_  
**Lon A. Shell**  
**Commissioner, Pct. 3**

\_\_\_\_\_  
**Walt Smith**  
**Commissioner, Pct. 4**

**ATTEST:**

\_\_\_\_\_  
**Elaine H. Cárdenas, MBA, PhD**  
**Hays County Clerk**



## Hays County Commissioners Court

Date: 10/01/2024

**Requested By:** Kaimi Mattila, Nancy Heintz - Board of Directors of Homeless Coalition of Hays County

**Sponsor:** Commissioner Cohen

**Co-Sponsor:** Commissioner Ingalsbe

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### Agenda Item

Adopt a Proclamation recognizing October 10, 2024 as World Homeless Day. COHEN/INGALSBE

### Summary

Proclamation attached.

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### Attachments

Proclamation - World Homeless Day



**PROCLAMATION RECOGNIZING OCTOBER 10, 2024 AS  
WORLD HOMELESS DAY**

**WHEREAS**, since 2010, World Homeless Day has been observed to focus on the issues of homelessness and inadequate housing that affect at least 150 million people around the world including the 653,104 people on a single night in America in 2023; and

**WHEREAS**, the purpose of the proclamation is to educate the public about the challenges for people experiencing homelessness including the shortage of low-income housing in San Marcos and surrounding areas of Hays County, and to encourage sustainable funding and resource support for homeless assistance service providers; and

**WHEREAS**, the Homeless Coalition of Hays County’s membership, which currently includes thirty-five organizations and twelve individuals, recognizes that homelessness continues to be a serious problem for many individuals and families throughout Hays County, especially within San Marcos; and

**NOW, THEREFORE, BE IT RESOLVED** that the Hays County Commissioners Court hereby proclaims October 10, 2024, as

**WORLD HOMELESS DAY**

**BE IT FURTHER RESOLVED** that the Homeless Coalition of Hays County encourages all citizens and service provider organizations to unite in a collaborative approach to homelessness issues that needs all of their support.

**ADOPTED THIS THE 1<sup>ST</sup> DAY OF OCTOBER 2024**

**Ruben Becerra  
Hays County Judge**

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

**Dr. Michelle Gutierrez Cohen  
Commissioner, Pct. 2**

**Lon A. Shell  
Commissioner, Pct. 3**

**Walt Smith  
Commissioner, Pct. 4**

**ATTEST:**

**Elaine H. Cárdenas, MBA, PhD  
Hays County Clerk**



AGENDA ITEM REQUEST FORM: F. 3.

## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Sponsor: Commissioner Ingalsbe

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### Agenda Item

Adopt a Proclamation recognizing October 2024 as Mediation Awareness Week. **INGALSBE**

### Summary

Please see attached Proclamation.

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### Attachments

Proclamation - Mediation Awareness



**PROCLAMATION RECOGNIZING OCTOBER 2024 AS  
MEDIATION AWARENESS MONTH**

**STATE OF TEXAS   §**

**COUNTY OF HAYS §**

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that Hays County Commissioners Court does hereby proclaim October 2024 as **MEDIATION AWARENESS MONTH**

**ADOPTED THIS 1<sup>st</sup> OF OCTOBER 2024**

**Ruben Becerra**  
**Hays County Judge**

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

**Dr. Michelle Gutierrez Cohen**  
**Commissioner, Pct. 2**

**Lon A. Shell**  
**Commissioner, Pct. 3**

**Walt Smith**  
**Commissioner, Pct. 4**

**ATTEST:**

**Elaine H. Cárdenas, MBA, PhD**  
**Hays County Clerk**



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Sponsor: Commissioner Ingalsbe

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### Agenda Item

Adopt a Proclamation recognizing October 2024 as Breast Cancer Awareness Month. **INGALSBE**

### Summary

Adopt a Proclamation Recognizing October 2024 as Breast Cancer Awareness Month and receive a presentation by Community Action Inc. on activities related to breast cancer prevention and the benefit of American Relief Plan Act (ARPA) funds.

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### Attachments

Proclamation - Breast Cancer Awareness Month





**PROCLAMATION RECOGNIZING OCTOBER 2024 AS  
BREAST CANCER AWARENESS MONTH**

**WHEREAS**, breast cancer is the most commonly diagnosed cancer among women in the nation, and is the second leading cause of cancer deaths in Texas and in the United States; and

**WHEREAS**, one woman will be diagnosed with breast cancer every two minutes, and 43,000 men and women will die of breast cancer in the United States, and every woman is at risk for breast cancer even if she has no family history or other risk factors of the disease; and

**WHEREAS**, the American Cancer Society estimates that one in eight women will develop breast cancer during their lifetime, and one in 39 women will die from breast cancer; and

**WHEREAS**, the Texas Department of State Health Services estimates that in 2024 more than 225,083 women in the state of Texas will receive a diagnosis of breast cancer, and approximately 3,535 will die from the disease; and

**WHEREAS**, since the campaign for Breast Cancer Awareness began in 1985, early detection and prompt treatment have significantly reduced suffering and deaths caused by this disease; and timely screening mammograms are recognized as the single most effective method of detecting breast changes that may be cancer long before physical symptoms can be seen or felt and could prevent 15 to 30 percent of all deaths from breast cancer in women over age 40; and

**WHEREAS**, October is designated as National Breast Cancer Awareness Month and the pink ribbon is the internationally recognized symbol of breast cancer awareness, and we celebrate that there are 7.5 million breast cancer survivors in the world today because of increased breast cancer awareness; and

**WHEREAS**, Community Action, Inc. of Central Texas through its Breast Cancer Patient Navigation Program in collaboration with CommuniCare Health Clinics, Austin Radiological Association, Christus Santa Rosa Hospital- San Marcos, Dr. Stephen Richardson for the Christus Santa Rosa Trinity Clinic, the Burdine Johnson Foundation, and the Hays County Health Department provides referrals, clinical breast exams, mammogram screenings, diagnostics, biopsies, and funding for treatment of breast cancer to the uninsured and underinsured women of Hays County through private, county, state, and federal funding; and

**NOW, THEREFORE, BE IT RESOLVED** that the Hays County Commissioners Court does hereby encourage all women over age 40 to have annual mammograms and hereby proclaims October 2024 as:

**BREAST CANCER AWARENESS MONTH  
ADOPTED THE 1<sup>ST</sup> DAY OF OCTOBER 2024**

**Ruben Becerra**  
**Hays County Judge**

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

**Dr. Michelle Gutierrez Cohen**  
**Commissioner, Pct. 2**

**Lon A. Shell**  
**Commissioner, Pct. 3**

**Walt Smith**  
**Commissioner, Pct. 4**

**ATTEST:**

**Elaine H. Cárdenas, MBA, PhD**  
**Hays County Clerk**



AGENDA ITEM REQUEST FORM: **F. 5.**

## Hays County Commissioners Court

Date: 10/01/2024

**Requested By:**

Hays-Caldwell Women's Center

**Sponsor:**

Judge Becerra

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### **Agenda Item**

Adopt a Proclamation recognizing October 2024 as National Domestic Violence Month. **BECERRA**

### **Summary**

See attached proclamation

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### **Attachments**

Proclamation - Domestic Violence Awareness



**PROCLAMATION RECOGNIZING OCTOBER 2024 AS  
NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH**

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

**WHEREAS**, the crime of domestic violence violates the basic human rights of safety and dignity, and 216 Texans were killed in an intimate partner homicide including 179 women and 37 men; and

**WHEREAS** the problem of domestic violence is not confined to any group of people, but cut across all economic, racial, gender and societal barriers; and

**WHEREAS**, domestic violence can be physical, sexual, emotional, financial, and psychological, or technological and can include actions or threats of actions or other patterns of coercive behavior that influence another person within an intimate partner relationship; and

**WHEREAS** the impact of domestic violence and teen dating violence directly affects individuals and communities when society ignores or tolerates violence in relationships; and

**WHEREAS** last year Hays Caldwell Women’s Center (HCWC) provided face-to-face services to over 1,044 local victims of domestic violence and provided 7,438 days of shelter; and

**WHEREAS** last year HCWC provided these direct services to 651 victims from Hays County; and

**NOW, THEREFORE, BE IT RESOLVED** that the Hays County Commissioners Court does hereby proclaim the month of October 2024 as:

**NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH**

And call upon the people of Hays County to work together with HCWC and local partners to bring an end to domestic violence and teen dating violence.

**ADOPTED THIS THE 1<sup>st</sup> DAY OF OCTOBER 2024**

\_\_\_\_\_  
**Ruben Becerra**  
**Hays County Judge**

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

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**Dr. Michelle Cohen**  
**Commissioner, Pct. 2**

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**Lon A. Shell**  
**Commissioner, Pct. 3**

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**Walt Smith**  
**Commissioner, Pct. 4**

**ATTEST:**

\_\_\_\_\_  
**Elaine H. Cárdenas, MBA, PhD**  
**Hays County Clerk**



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

## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Daphne Tenorio, Treasurer

Sponsor:

Judge Becerra

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### Agenda Item

Update by the Hays County Treasurer regarding the launch of the new debit card system being used to pay jurors for their service. **BECERRA/TENORIO**

### Summary

More information will be provided in Court.

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

## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

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### Agenda Item

Approve Commissioners Court Minutes of September 17, 2024. **BECERRA/CARDENAS**

### Summary

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### Attachments

9/17/2024 Minutes

HAYS COUNTY COMMISSIONERS COURT MINUTES



SEPTEMBER 17, 2024

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 17th DAY OF SEPTEMBER A.D., 2024, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

PUBLIC COMMENTS

*David Boyd made a public comment against the county providing funding for the Indigenous Cultures Institute. Mark Bennett made a public comment against the county providing funding for the Indigenous Cultures Institute. Dan Lyon made a public comment against the county providing funding for the Indigenous Cultures Institute and expressed concerns on oversight of maintenance to county equipment. Roxanne Rodriguez, Chief Deputy County Clerk, read emailed public comments from the following individuals: Janice Englehart emailed a public comment against county spending and funding of the Indigenous Cultures Institute and SMTX Pride. Edward Carstens emailed a public comment against the county funding the Indigenous Cultures Institute. James Reveley emailed a public comment against tax increases. Laura Nunn emailed a public comment against the Countywide Polling Place Program. Warren Donworth emailed a public comment against the county funding the Indigenous Cultures Institute.*

Presentation of Hays County Employee Service and Retirement Awards.

*Kim Jeter, Human Resources Manager, presented employees with service milestone and retirement awards.*

40807 Adopt a Proclamation recognizing September 2024 as Hunger Action Month.

*Lisa Young, Hays County Food Bank Executive Director, spoke about the Hays County Food Bank's work and the need that exists in the community. She stated that the new location for the Hays County Food Bank will be opening next year, and they are entering into a partnership with the American Red Cross to provide relief for Hays County residents when the next disaster affects the area. The court thanked the food bank and its volunteers for their service.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to adopt a Proclamation recognizing September 2024 as Hunger Action Month.

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

5 - 0 Passed - Unanimously

40808 Adopt a Proclamation recognizing September 2024 as Deaf Awareness Month.

*Matthew Gonzales, Hays County Health Department Manager, spoke about efforts made during the Community Health Assessment to include the deaf and hard of hearing population, and recognized Austin Baier, former Hays County Community Outreach Specialist, for his work.*



*Victoria Trevino, Coordinator of the Regional Day School Program for the Deaf (RDSPD) at Hays Consolidated Independent School District, spoke about the positive impact the RDSPD has on children and the importance of early screening and intervention. Austin Baier provided advice for interacting with and supporting the Deaf Community.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing September 2024 as Deaf Awareness Month.

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

**5 - 0 Passed - Unanimously**

Presentation by the Hays County General Engineering Consultant (GEC) representative regarding National Roundabouts Week.

*Maria Castanon, Deputy Program Manager of the Hays County GEC with HNTB, gave a presentation on the benefits of roundabouts and proposed projects throughout the county, as well as traffic improvements at existing roundabouts. The court spoke about the traffic improvements they have seen since the construction of several roundabouts throughout Hays County.*

Presentation by the San Marcos Area Chamber of Commerce regarding an update on how the allocation of designated ARPA funds have contributed to the well-being and educational advancement of our San Marcos students.

*Page Michel, President and CEO of the San Marcos Area Chamber of Commerce, spoke about the chamber's initiatives from the last year, including launching the Education & Talent Pipeline Initiative, the STEAM Fair, the Teacher Summer Externship Program, and the Education & Workforce Development Summit. Liz Castaneda, Education & Talent Pipeline Development Director with the San Marcos Area Chamber of Commerce, highlighted the Rally for the Rattlers event and the relaunch of the Chamber Education Committee. Dan Lyon made a public comment against the use of ARPA funds.*

Presentation by the Hays County Office of Emergency Services to include a recap of the 2024 Emergency Preparedness Fair.

*Mike Jones, Director of Emergency Services, spoke about the recent Emergency Preparedness Fair and announced the Hays County Health Department as the winner of the auction basket competition.*

**40809 Approve payments of County invoices.**

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

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

**5 - 0 Passed - Unanimously**

**40810 Approve the payment of Juror checks.**

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

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

**5 - 0 Passed - Unanimously**

**40811 Approve the payment of United Healthcare claims and authorize an additional disbursement in an amount not to exceed \$500,000.00 to the healthcare claims account.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the payment of United Healthcare claims and authorize an additional disbursement in an amount not to exceed \$500,000.00 to the healthcare claims account.

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

**5 - 0 Passed - Unanimously**



**40812** Approve the payment of the September 30, 2024 payroll disbursements in an amount not to exceed \$5,300,000.00 effective September 30, 2024 and post totals for wages, with-holdings, deductions, and benefits on the Hays County website once finalized.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the payment of the September 30, 2024 payroll disbursements in an amount not to exceed \$5,300,000.00 effective September 30, 2024 and post totals for wages, with-holdings, deductions, and benefits on the Hays County website once finalized.

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

**5 - 0 Passed - Unanimously**

**40813** Approve Commissioners Court Minutes of September 3, 2024.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve Commissioners Court Minutes of September 3, 2024.

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

**5 - 0 Passed - Unanimously**

**40814** Approve amended Commissioners Court Minutes of July 23, 2019, December 23, 2019, July 21, 2020, and July 28, 2020.

*Roxanne Rodriguez, Chief Deputy County Clerk, read an emailed public comment from Debbie Adams against the item.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve amended Commissioners Court Minutes of July 23, 2019, December 23, 2019, July 21, 2020, and July 28, 2020.

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

**5 - 0 Passed - Unanimously**

**40815** Accept the delivery of the County Auditor's Monthly Report for July 2024 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept the delivery of the County Auditor's Monthly Report for July 2024 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025.

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

**5 - 0 Passed - Unanimously**

**40816** Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports.

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

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

**5 - 0 Passed - Unanimously**

**40817** Approve and confirm the appointment of Gregory Keith Evans as a regular full-time Deputy Constable in the Hays County Constable Precinct 2 Office.

*Michael Torres, Constable Precinct 2, introduced the Court to Gregory Keith Evans and spoke about his experience and qualifications for the role. Commissioner Cohen clarified that Evans is being brought on as a Deputy Reserve Constable. Evans thanked the Court and stated that he looks forward to serving Hays County.*

A motion was made by Commissioner Cohen, seconded by Commissioner Smith to approve and confirm the appointment of Gregory Keith Evans as a Deputy Reserve Constable in the Hays County Constable Precinct 2 Office.

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

**5 - 0 Passed - Unanimously**





**40818** Authorize the execution of Amendment Number 1 to the FY25 Department of State Health Services, Public Health Emergency Preparedness grant contract.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of Amendment Number 1 to the FY25 Department of State Health Services, Public Health Emergency Preparedness grant contract.

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

**5 - 0 Passed - Unanimously**

**40819** Authorize the execution of Amendment Number 1 to the Department of State Health Services, Regional Local Services System/Local Public Health Systems (RLSS/LPHS).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of Amendment Number 1 to the Department of State Health Services, Regional Local Services System/Local Public Health Systems (RLSS/LPHS).

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

**5 - 0 Passed - Unanimously**

**40820** Authorize the acceptance of a grant award from the Texas Indigent Defense Commission (TIDC), FY25 Improvement Grant in the amount of \$54,174.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the acceptance of a grant award from the Texas Indigent Defense Commission (TIDC), FY25 Improvement Grant in the amount of \$54,174.00.

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

**5 - 0 Passed - Unanimously**

**40821** Authorize the execution of the "Resolution Approving Assignment of Private Activity Bond Authority to Texas Department of Housing and Community Affairs (TDHCA); and Containing Other Provisions Relating to the Subject", regarding the Capital Area Housing Finance Corporation (CAHFC) application to facilitate a Single Family Mortgage Orientation Program.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of the "Resolution Approving Assignment of Private Activity Bond Authority to Texas Department of Housing and Community Affairs (TDHCA); and Containing Other Provisions Relating to the Subject", regarding the Capital Area Housing Finance Corporation (CAHFC) application to facilitate a Single Family Mortgage Orientation Program.

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

**5 - 0 Passed - Unanimously**

**40822** Ratify the appointment of Andrew Clark as the representative for the City of Bee Cave on the Board of Directors of the West Travis County Public Utility Agency (the "WTCPUA"), term ending September 2028.

*Commissioner Smith thanked the previous representative, Clint Garza, for his time and service in the role.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to ratify the appointment of Andrew Clark as the representative for the City of Bee Cave on the Board of Directors of the West Travis County Public Utility Agency (the "WTCPUA"), term ending September 2028.

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

**5 - 0 Passed - Unanimously**

**40823** Authorize the Commissioner Precinct 1 Office to support De Zavala Elementary in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff.



A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Commissioner Precinct 1 Office to support De Zavala Elementary in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff.

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

**5 - 0 Passed - Unanimously**

**40824** Authorize the Commissioner Pct. 1 Office to support Owen Goodnight Middle School in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Commissioner Pct. 1 Office to support Owen Goodnight Middle School in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff.

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

**5 - 0 Passed - Unanimously**

**40825** Authorize the Commissioner Precinct 1 Office to support Rodriguez Elementary in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Commissioner Precinct 1 Office to support Rodriguez Elementary in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff.

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

**5 - 0 Passed - Unanimously**

**40826** Authorize the Commissioner Pct. 1 Office to support Uhland Elementary in the Hays County Consolidated Independent School District (HCISD) with activities for HCISD students, families, and staff.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Commissioner Pct. 1 Office to support Uhland Elementary in the Hays County Consolidated Independent School District (HCISD) with activities for HCISD students, families, and staff.

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

**5 - 0 Passed - Unanimously**

**40827** Authorize the execution of a contract amendment with Water & Earth Technologies for FY 25 related to the maintenance and system support for the Hays County Early Flood Warning System; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a contract amendment with Water & Earth Technologies for FY 25 related to the maintenance and system support for the Hays County Early Flood Warning System; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D).

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

**5 - 0 Passed - Unanimously**

**40828** Authorize the execution of Amendment to Interlocal Agreement #2020-0107, Task Order 3, Amendment Number 3 with Texas State University regarding the project titled Blanco River-Aquifers Assessment Tool for Water and Understanding Sustainability Trends: Independent Technical Review.



A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of Amendment to Interlocal Agreement #2020-0107, Task Order 3, Amendment Number 3 with Texas State University regarding the project titled Blanco River-Aquifers Assessment Tool for Water and Understanding Sustainability Trends: Independent Technical Review.

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

**5 - 0 Passed - Unanimously**

**40829 Approve the April 2024 Treasurer's Report.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the April 2024 Treasurer's Report.

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

**5 - 0 Passed - Unanimously**

**40830 Authorize the execution of a Proposal with SI Mechanical for the Juvenile Detention Center to replace the Echo Dorm CKT2 HVAC system and amend the budget accordingly.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a Proposal with SI Mechanical for the Juvenile Detention Center to replace the Echo Dorm CKT2 HVAC system and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**40831 Authorize the Commissioner Pct. 2 Office to support Sunfield Elementary School in the Hays Consolidated Independent School District (HCISD) with activities for HCISD students, families, and staff.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Commissioner Pct. 2 Office to support Sunfield Elementary School in the Hays Consolidated Independent School District (HCISD) with activities for HCISD students, families, and staff.

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

**5 - 0 Passed - Unanimously**

**40832 Authorize the Commissioner Pct. 2 Office to support Chapa Middle School in the Hays Consolidated Independent School District (HCISD) with activities for HCISD students, families, and staff.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Commissioner Pct. 2 Office to support Chapa Middle School in the Hays Consolidated Independent School District (HCISD) with activities for HCISD students, families, and staff.

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

**5 - 0 Passed - Unanimously**

**40833 Approve renewal of RFP 2020-P08 Election Form Printing Services with AMG Printing, effective September 8, 2024.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve renewal of RFP 2020-P08 Election Form Printing Services with AMG Printing, effective September 8, 2024.

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

**5 - 0 Passed - Unanimously**

**40834 Authorize payment to D&M Leasing for the upfit of two vehicles for the Constable Precinct 3 Office in the amount \$47,035.72 in which a purchase order was not obtained as required by the Hays County Purchasing Policy.**



A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize payment to D&M Leasing for the upfit of two vehicles for the Constable Precinct 3 Office in the amount \$47,035.72 in which a purchase order was not obtained as required by the Hays County Purchasing Policy.

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

**5 - 0 Passed - Unanimously**

**40835** Authorize the execution of an Engagement Letter with ABIP, PC for services related to the Fiscal Year 2024 Hays County Annual Financial Audit.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of an Engagement Letter with ABIP, PC for services related to the Fiscal Year 2024 Hays County Annual Financial Audit.

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

**5 - 0 Passed - Unanimously**

**40836** Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2024 quarterly financial reporting.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2024 quarterly financial reporting.

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

**5 - 0 Passed - Unanimously**

**40837** Accept donations totaling \$2,800.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept donations totaling \$2,800.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**40838** Authorize the execution of an Addendum to the BI Incorporated contract for the Judicial Services Division related to electronic monitoring services.

*Jason Facundo, Director of Judicial Services, explained that this addendum allows for GPS data to integrate with the county's case management program, which will eliminate a manual process for the Judicial Services Department and improve efficiency. There is no cost for the addendum.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of an Addendum to the BI Incorporated contract for the Judicial Services Division related to electronic monitoring services.

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

**5 - 0 Passed - Unanimously**

**40839** Authorize the execution of a renewal contract with Bold Planning for the Hays County Basic Emergency Response, Annexes, and Continuity of Operations Planning (COOP) plans.

*Stephanie Hunt, Purchasing Agent, stated there was an update to the renewal contract that has been changed in the backup attachments.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a renewal contract with Bold Planning for the Hays County Basic Emergency Response, Annexes, and Continuity of Operations Planning (COOP) plans.

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

**5 - 0 Passed - Unanimously**

**40840 Approve Utility Permits.**

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

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

**5 - 0 Passed - Unanimously**

**40841 Authorize the execution of an updated Interlocal Cooperation Agreement between Hays Consolidated Independent School District (HCISD) and Hays County related to school resource officers.**

*Commissioner Smith thanked the Sheriff's Office and HCISD for their work on the agreement.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of an updated Interlocal Cooperation Agreement between Hays Consolidated Independent School District (HCISD) and Hays County related to school resource officers.

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

**5 - 0 Passed - Unanimously**

**40842 Discussion and possible action to authorize the execution of a supplemental contract with PapeDawson, Inc. for engineering services related to the acquisition of Right-of-Way for an extension of Posey Road executed on or about April 9, 2024.**

*Commissioner Ingalsbe stated this is for land title survey and right-of-way negotiations.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a supplemental contract with PapeDawson, Inc. for engineering services related to the acquisition of Right-of-Way for an extension of Posey Road executed on or about April 9, 2024.

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

**5 - 0 Passed - Unanimously**

**40843 Hold a public hearing with possible action to establish "No Parking" zones along Harris Drive and Maeves Way within the Belterra subdivision.**

*Judge Becerra opened the Public Hearing at 11:11 a.m. No comments were made. Judge Becerra closed the Public Hearing at 11:11 a.m. Commissioner Smith explained this was requested by residents and the school district.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to establish "No Parking" zones along Harris Drive and Maeves Way within the Belterra subdivision.

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

**5 - 0 Passed - Unanimously**

**40844 Discussion and possible action to call for a public hearing on October 1, 2024 to establish a 4-way stop location on Goforth Road at the intersection with Mathias Lane.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to call for a public hearing on October 1, 2024 to establish a 4-way stop location on Goforth Road at the intersection with Mathias Lane.

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

**5 - 0 Passed - Unanimously**

**40845 Discussion and possible action to call for a public hearing on October 1, 2024 to establish a 3-way stop location on Center Point Road at the intersection with Beback Inn Road.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to call for a public hearing on October 1, 2024 to establish a 3-way stop location on Center Point Road at the intersection with Beback Inn Road.





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

**5 - 0 Passed - Unanimously**

**40846** Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the performance bond #K4179821A in the amount of \$1,211,516.17 and acceptance of the 2-year maintenance bond #411746W in the amount of \$84,538.60 for Trails at Windy Hill subd., Phase 10.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept road construction & surface drainage improvements, release the performance bond #K4179821A in the amount of \$1,211,516.17 and accept the 2-year maintenance bond #411746W in the amount of \$84,538.60 for Trails at Windy Hill subd., Phase 10.

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

**5 - 0 Passed - Unanimously**

**40847** Discussion and possible action to consider the release of the 2-year maintenance bond #PB03016800782M1 in the amount of \$48,906.70, and the acceptance of the roads into the County Road Maintenance System for Caliterra subd., Phase 4, Section 12.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to release the 2-year maintenance bond #PB03016800782M1 in the amount of \$48,906.70, and accept the roads into the County Road Maintenance System for Caliterra subd., Phase 4, Section 12.

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

**5 - 0 Passed - Unanimously**

**40848** Discussion and possible action to consider the release of the 2-year maintenance bond #800131743 in the amount of \$74,580.01, and the acceptance of the roads into the County Road Maintenance System for Headwaters at Barton Creek Ph. 5, Sec. 2.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to release the 2-year maintenance bond #800131743 in the amount of \$74,580.01, and accept the roads into the County Road Maintenance System for Headwaters at Barton Creek Ph. 5, Sec. 2.

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

**5 - 0 Passed - Unanimously**

Hold a Public Hearing; followed by discussion regarding the Deer Run Estates, Lots 17 & 22, Replat. (PLN-2504-PC)

*Judge Becerra opened the Public Hearing at 10:58 a.m. No comments were made. Judge Becerra closed the Public Hearing at 10:58 a.m. Colby Machacek, Development Services Senior Planner, provided background on the property and stated staff made an administrative disapproval due to deficiencies listed in the item backup. No action taken.*

**40849** Hold a Public Hearing; followed by discussion regarding Mountain View Estates, Lots 2A & 3, Replat. (PLN-2516-PC)

*Judge Becerra opened the Public Hearing at 10:59 a.m. No comments were made. Judge Becerra closed the Public Hearing at 10:59 a.m. Colby Machacek, Development Services Senior Planner, provided background on the property and stated staff recommends approval.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve Mountain View Estates, Lots 2A & 3, Replat (PLN-2516-PC).

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

**5 - 0 Passed - Unanimously**

**40850** Call for a Public Hearing on October 1, 2024 regarding Appaloosa Acres, Lot 34, Replat. (PLN-2574-PC)

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to call for a Public Hearing on October 1, 2024 regarding Appaloosa Acres, Lot 34, Replat (PLN-2574-PC).



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

**5 - 0 Passed - Unanimously**

**40851** Discussion and possible action to authorize the execution of a Contract Renewal and Precinct Proposals with Axon Enterprise, Inc. related to the Fleet and Body Worn Camera Officer Safety Program for all Constable Offices.

*Commissioner Ingalsbe stated this contract renewal will lock-in current pricing.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a Contract Renewal and Precinct Proposals with Axon Enterprise, Inc. related to the Fleet and Body Worn Camera Officer Safety Program for all Constable Offices.

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

**5 - 0 Passed - Unanimously**

**40852** Discussion and possible action to authorize the execution of a contract for the rental of a temporary building to be placed in the parking lot of Dripping Springs Ranch Park for Early Voting and Election Day and amend the budget accordingly.

*Commissioner Smith explained this will allow for a temporary building to be placed in the parking lot of Dripping Springs Ranch Park for voting, and if successful, it could become a permanent structure that would be used for both voting and emergency situations. Vickie Dorsett, Budget Officer, stated the cost of this is about \$36,000 and would be funded from the Precinct 4 American Rescue Plan Act (ARPA) allocation, and any future use of this building would require a contract to commit additional funds. Stephanie Hunt, Purchasing Agent, stated this is the lowest quote for the rental. Jordan Powell, First Assistant Criminal District Attorney - Civil Division, reviewed the specifications of the structure. The court discussed with Mike Jones, Director of Emergency Services, the possibility of re-purposing an existing temporary building owned by the county for this election.*

**Clerk's Note:** Item K-2 was reopened at 2:29 p.m.

*Jennifer Doinoff, Elections Administrator, described the differences between the proposed temporary structure and the county-owned structure, and stated the one already owned by the county would need work to clean and ensure ADA compliance. Commissioner Smith asked for the court to approve this contract contingent on the county-owned structure not meeting election needs. Jordan Powell, First Assistant Criminal District Attorney - Civil Division, stated the City of Dripping Springs will be meeting tonight and will discuss if the county-owned structure will meet their needs.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of a contract for the rental of a temporary building to be placed in the parking lot of Dripping Springs Ranch Park for Early Voting and Election Day, contingent on the county-owned temporary building not meeting election needs, and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**40853** Discussion and possible action authorizing the execution of a Dripping Springs Ranch Park (DSRP) Voting Location License Agreement between the City of Dripping Springs and Hays County.

**Clerk's Note:** Item K-3 was discussed with Item K-2 and was reopened at 2:29 p.m.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of a Dripping Springs Ranch Park (DSRP) Voting Location License Agreement between the City of Dripping Springs and Hays County.

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

**5 - 0 Passed - Unanimously**



**40854** Discussion and possible action to authorize the execution of a \$2,000,000.00 Letter of Agreement between Hays County and CHRISTUS Santa Rosa Hospital - San Marcos (CSRSM) as budgeted for FY2025 related to indigent health care costs and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(4).

*Commissioner Shell spoke in support of the partnership between the county and CSRSM.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the execution of a \$2,000,000.00 Letter of Agreement between Hays County and CHRISTUS Santa Rosa Hospital - San Marcos (CSRSM) as budgeted for FY2025 related to indigent health care costs and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(4).

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

**5 - 0 Passed - Unanimously**

**Clerk's Note:** Judge Becerra called for a recess that began at 10:47 a.m. and resumed back into open court at 10:57 a.m.

**40855** Hold a public hearing in accordance with section 293.101 of the Texas Health & Safety Code, to discuss, consider, and take appropriate action on the proposed mandatory payments to be assessed on institutional healthcare providers in fiscal year (FY) 2025 pursuant to the County Health Care Provider Participation Program.

*Judge Becerra opened the Public Hearing at 10:33 a.m. Kelly Hyten, Manager of Advocacy and Community Investments for Ascension Seton and Dell Children's Medical Center, spoke in favor of the 6% assessment rate and the County Health Care Provider Participation Program. Judge Becerra and Commissioner Shell spoke about the history of the program and explained how federal tax dollars are utilized for local healthcare. David Glazener, Vice President of Finance at Christus Santa Rosa San Marcos, spoke in favor of the program. Robin Oldham, representative for Adelanto HealthCare Ventures, spoke in favor of the program and stated \$300 million has been generated under it. Judge Becerra closed the Public Hearing at 10:37 a.m.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to set the amount of the mandatory payments under the County Health Care Provider Participation Program for fiscal year 2025 to 6% of the net patient revenue of each institutional health care provider located in the County and direct that the mandatory payment revenue be used for one or more of the purposes set forth in Section 293.103 of the Health and Safety Code.

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

**5 - 0 Passed - Unanimously**

**40856** Discussion and possible action to authorize the execution of a contract between Hays County and Texas Association of Counties Health & Employee Benefits Services for Hays County employee Health and Dental Plans, pursuant to RFP 2024-P11.

*Shari Miller, Director of Human Resources, stated the county has reached an agreement with Texas Association of Counties and reassured employees that coverage and costs will not change. The new insurance under Blue Cross Blue Shield will go into effect in January 2025. Commissioner Ingalsbe confirmed that Austin Radiological Association's (ARA) San Marcos location is covered by the new plan. Brian Naiser, Associate Director of Health and Benefit Services for the Texas Association of Counties Health and Employee Benefits Pool, thanked the court for putting their trust in the association and spoke about the benefits pool. Stephanie Hunt, Purchasing Agent, noted the agenda item should read "Employee Benefits Pool" instead of "Employee Benefits Services", and stated the implementation schedule is still being finalized.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a contract between Hays County and Texas Association of Counties Health & Employee Benefits Pool for Hays County employee Health and Dental Plans, pursuant to RFP 2024-P11.

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

**5 - 0 Passed - Unanimously**

**40857** Discussion and possible action to authorize the execution of a contract between Deer Oaks EAP Services and Hays County for employee assistance plans, pursuant to RFP 2024-P11.





*Shari Miller, Director of Human Resources, stated the selection committee has elected to keep the Deer Oaks Employee Assistant Plan for county employees.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a contract between Deer Oaks EAP Services and Hays County for employee assistance plans, pursuant to RFP 2024-P11.

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

**5 - 0 Passed - Unanimously**

Discussion related to the Hays County Pet Resource, Education, and Research Center with direction provided to staff.

*Commissioner Ingalsbe stated the City of San Marcos has given the county a 2-year notice to transition away from the current regional animal shelter. Stephanie Hunt, Purchasing Agent, stated a solicitation has been awarded and negotiations are underway for a Pet Resource Center Program Coordinator position, but direction is needed from the court on land selection, construction plans, and firm selections. Judge Becerra spoke about the effectiveness of the planned pet programs and the ability to have a scaled-down facility because of them. Commissioner Shell spoke about the need to combine the programming and facility efforts and to work with surrounding municipalities on solutions. Commissioner Smith expressed concerns over the validity of the initial evaluation that the Pet Resource Center contract is based on now that the City of San Marcos is removed from it, and spoke about the need for resources in the eastern and western portions of the county. Sharri Boyett, Hays County Animal Advisor, reviewed the original feasibility study and the interlocal agreement with the City of San Marcos. The court held a lengthy discussion on how to move forward. Suzie Chase, Austin Pets Alive! Community Affairs Officer, spoke about the organization's work in the community and clarified they are not currently under contract with the county.*

**Clerk's Note Agenda Item #K-9 RE: Discussion and possible action to authorize the Justice of the Peace Offices to re-grade all Justice Court Administrator positions from grade 117 to grade 119 effective 10/1/2024. - WAS PULLED.**

1:00 p.m. - Hold a final public hearing for the Fiscal Year 2025 Hays County Proposed Budget.

*Judge Becerra opened the Public Hearing at 1:07 p.m. Julie Hollar, Executive Director of the San Marcos Youth Service Bureau, requested \$5,000 for building repairs, improvements, and moving fees. Ellen Ermis, Betty Conley, and Cynthia Bentley, Kyle Area Senior Zone Board Members, thanked the court for their funding and spoke about their work around the community. Mark Bennett spoke against the proposed tax rate increase. Roxanne Rodriguez, Chief Deputy County Clerk, read emailed public comments from the following individuals: Helen Carter emailed a public comment against county spending and taxes. John Carter emailed a public comment against the county funding the Indigenous Cultures Institute and increased taxes. Edward Carstens emailed a public comment against the proposed tax rate increase. Dan Lyon spoke against county spending and taxes. Judge Jimmy Hall, County Court at Law 1, requested a Paralegal position at grade 117 effective January 1, 2025, and spoke about the benefits of having an employee that can conduct legal research. Vickie Dorsett, Budget Officer, stated Judge J.R. Mendoza, Justice of the Peace Precinct 2-2, is requesting a Justice Clerk position at grade 114 effective January 1, 2025. Dorsett reviewed the Salary Grievance filed by the County Treasurer and the hearing held: 8 out of 9 committee members recommended that the court grant the requested salary of \$106,000. The court discussed the requested increase, with Commissioner Cohen and Judge Becerra in favor and Commissioner Ingalsbe, Commissioner Shell, and Commissioner Smith against. No salary increase will be granted to the Treasurer. The court discussed the requested JP 2-2 Justice Clerk Position and County Court at Law Paralegal position, with Commissioner Ingalsbe, Commissioner Cohen, and Commissioner Smith in favor and Commissioner Shell against. The two positions will be added to the budget with an effective date of January 1, 2025. The court discussed the Youth Service Bureau's request for \$5,000, and Commissioner Smith stated he will cover that with his precinct's American Rescue Plan Act (ARPA) allocation. Dorsett reviewed contingency savings, revenue from auction sales, personnel corrections, grant budget corrections, capital computers and software requests, data supplies and software maintenance requests, operating expenses, and roll over purchase orders. Dorsett noted the General Fund is \$6,512 short, and Commissioner Smith stated he will also cover that with his precinct's ARPA allocation. Judge Becerra closed the Public Hearing at 2:11 p.m.*



**Clerk's Note:** Judge Becerra called for a recess that began at 2:11 p.m. and resumed back into open court at 2:22 p.m.

**40858** Discussion and possible action to set the Fiscal Year 2025 salaries and allowances for Hays County Elected Officials.

*Vickie Dorsett, Budget Officer, stated the Elected Official salaries and allowances were determined by the court during the August 20, 2024 Budget Hearing, and this will formalize them.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to set the salaries and allowances for Hays County Elected Officials, as posted and presented for Fiscal Year 2025.

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

**5 - 0 Passed - Unanimously**

**40859** Discussion and possible action to adopt the Fiscal Year 2025 Hays County budget after making final changes as a result of the public hearing.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to adopt the Fiscal Year 2025 Hays County Budget to include all changes approved and presented during the final budget hearing.

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

**5 - 0 Passed - Unanimously**

**40860** Discussion and possible action to ratify the property tax increase reflected in the Fiscal Year 2025 Hays County budget.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to ratify the property tax increase reflected in the Fiscal Year 2025 Hays County Budget. This budget will raise more revenue from property taxes than last year's budget by an amount of \$19,892,259 or 15.95% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$8,039,462.

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

**5 - 0 Passed - Unanimously**

**40861** Discussion and possible action to approve an order adopting the tax rate for Fiscal Year 2025 and levy the taxes.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen that the Fiscal Year 2025 property tax rate be set by the adoption of a tax rate of .3500 cents as follows:

.2256 cents - General Maintenance & Operations

.0829 cents - General Debt

.0415 cents - Road & Bridge Maintenance & Operations

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

**5 - 0 Passed - Unanimously**

**Clerk's Note:** Executive Session began at 12:21 p.m. and resumed back into open court at 1:07 p.m.

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

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 Husky. Possible discussion and/or action may follow in open court.



*Those present in Executive Session were the Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Tucker Furlow, Assistant Criminal District Attorney - Civil Division, Chase Young, Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Marisol Villarreal-Alonzo, County Auditor, Emily Mathes, Greater San Marcos Partnership (GSMP) Director of Business Development, Jennifer Rogers, GSMP Manager of Business Retention and Expansion, and Vickie Dorsett, Budget Officer. No action taken.*

**40862** Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way/Land Acquisition located at or near Posey Road in Pct. 1. Possible discussion and/or action may follow in open court.

*Those present in Executive Session were Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Tucker Furlow, Assistant Criminal District Attorney - Civil Division, Chase Young, Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Brandon Elliott, Hays County Transportation Department Senior Planner, Marti Reich, Hays County Transportation Department Senior Staff Engineer, Marisol Villarreal-Alonzo, County Auditor, and Vickie Dorsett, Budget Officer. Commissioner Ingalsbe recused herself from this discussion and abstained from the vote.*

A motion was made by Commissioner Cohen, seconded by Judge Becerra to authorize County consultants and counsel to convey an offer of purchase for approximately 3.21 acres of property associated with the west (0.21 acres) and northeast (3.00 acres) portions of Parcel IDs R16856 and R16857, owned by William E. Cassidy, for purposes of right-of-way acquisition related to the Posey Road extension project, as presented in Executive Session.

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

**4 - 0 Passed - Unanimously**

A motion was made by Commissioner Cohen, seconded by Judge Becerra to authorize County consultants and counsel to convey an offer of purchase for approximately 3.28 acres of property associated with the south remainder portion of Parcel IDs R16856 and R16857, owned by William E. Cassidy, related to the Posey Road extension project, as presented in Executive Session.

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

**4 - 0 Passed - Unanimously**

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the duties and employment of the Hays County Transportation Director. Possible discussion and/or action may follow in open Court.

*Those present in Executive Session were the Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Tucker Furlow, Assistant Criminal District Attorney - Civil Division, Chase Young, Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Vickie Dorsett, Budget Officer, and Shari Miller, Director of Human Resources. No action taken.*

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

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

*Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average was 530 for the week of September 8, 2024, with a peak of 546 inmates on September 8, 2024. The estimated cost for outsourcing inmates this week was \$171,719. The average number of outsourced males is 268 and females is 1. This week's inmates were housed in the following counties: Blanco, Comal, Haskell, and Maverick. The number of "paper-ready" inmates who are now wardens of the state is 55.*

**Clerk's Note Agenda Item #M-3 RE: Discussion and possible action regarding Hays County's use of federal or other grant funding related to COVID-19 response including but not limited to the American Rescue Plan Act (ARPA) and the Emergency Rental Assistance Program (ERAP). - WAS PULLED.**




ADJOURNMENT

A motion was made by Commissioner Shell, seconded by Judge Becerra to adjourn court at 2:35 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 SEPTEMBER 17, 2024.



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



Date	Res Number	Motion	Ingalsbe	Cohen	Shell	Smith	Becerra
9/17/2024	40807	Adopt a Proclamation recognizing September 2024 as Hunger Action Month.	Y	Y	Y	Y	Y
9/17/2024	40808	Adopt a Proclamation recognizing September 2024 as Deaf Awareness Month.	Y	Y	Y	Y	Y
9/17/2024	40809	Approve payments of County invoices.	Y	Y	Y	Y	Y
9/17/2024	40810	Approve the payment of Juror checks.	Y	Y	Y	Y	Y
9/17/2024	40811	Approve the payment of United Healthcare claims and authorize an additional disbursement in an amount not to exceed \$500,000.00 to the healthcare claims account.	Y	Y	Y	Y	Y
9/17/2024	40812	Approve the payment of the September 30, 2024 payroll disbursements in an amount not to exceed \$5,300,000.00 effective September 30, 2024 and post totals for wages, with-holdings, deductions, and benefits on the Hays County website once finalized.	Y	Y	Y	Y	Y
9/17/2024	40813	Approve Commissioners Court Minutes of September 3, 2024.	Y	Y	Y	Y	Y
9/17/2024	40814	Approve amended Commissioners Court Minutes of July 23, 2019, December 23, 2019, July 21, 2020, and July 28, 2020.	Y	Y	Y	Y	Y
9/17/2024	40815	Accept the delivery of the County Auditor's Monthly Report for July 2024 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025.	Y	Y	Y	Y	Y
9/17/2024	40816	Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports.	Y	Y	Y	Y	Y
9/17/2024	40817	Approve and confirm the appointment of Gregory Keith Evans as a Deputy Reserve Constable in the Hays County Constable Precinct 2 Office.	Y	Y	Y	Y	Y
9/17/2024	40818	Authorize the execution of Amendment Number 1 to the FY25 Department of State Health Services, Public Health Emergency Preparedness grant contract.	Y	Y	Y	Y	Y
9/17/2024	40819	Authorize the execution of Amendment Number 1 to the Department of State Health Services, Regional Local Services System/Local Public Health Systems (RLSS/LPHS).	Y	Y	Y	Y	Y
9/17/2024	40820	Authorize the acceptance of a grant award from the Texas Indigent Defense Commission (TIDC), FY25 Improvement Grant in the amount of \$54,174.00.	Y	Y	Y	Y	Y
9/17/2024	40821	Authorize the execution of the "Resolution Approving Assignment of Private Activity Bond Authority to Texas Department of Housing and Community Affairs (TDHCA); and Containing Other Provisions Relating to the Subject", regarding the Capital Area Housing Finance Corporation (CAHFC) application to facilitate a Single Family Mortgage Orientation Program.	Y	Y	Y	Y	Y
9/17/2024	40822	Ratify the appointment of Andrew Clark as the representative for the City of Bee Cave on the Board of Directors of the West Travis County Public Utility Agency (the "WTCPUA"), term ending September 2028.	Y	Y	Y	Y	Y
9/17/2024	40823	Authorize the Commissioner Precinct 1 Office to support De Zavala Elementary in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff.	Y	Y	Y	Y	Y
9/17/2024	40824	Authorize the Commissioner Pct. 1 Office to support Owen Goodnight Middle School in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff.	Y	Y	Y	Y	Y
9/17/2024	40825	Authorize the Commissioner Precinct 1 Office to support Rodriguez Elementary in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff.	Y	Y	Y	Y	Y
9/17/2024	40826	Authorize the Commissioner Pct. 1 Office to support Uhland Elementary in the Hays County Consolidated Independent School District (HCISD) with activities for HCISD students, families, and staff.	Y	Y	Y	Y	Y
9/17/2024	40827	Authorize the execution of a contract amendment with Water & Earth Technologies for FY 25 related to the maintenance and system support for the Hays County Early Flood Warning System; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D).	Y	Y	Y	Y	Y
9/17/2024	40828	Authorize the execution of Amendment to Interlocal Agreement #2020-0107, Task Order 3, Amendment Number 3 with Texas State University regarding the project titled Blanco River-Aquifers Assessment Tool for Water and Understanding Sustainability Trends: Independent Technical Review.	Y	Y	Y	Y	Y
9/17/2024	40829	Approve the April 2024 Treasurer's Report.	Y	Y	Y	Y	Y
9/17/2024	40830	Authorize the execution of a Proposal with SI Mechanical for the Juvenile Detention Center to replace the Echo Dorm CKT2 HVAC system and amend the budget accordingly.	Y	Y	Y	Y	Y
9/17/2024	40831	Authorize the Commissioner Pct. 2 Office to support Sunfield Elementary School in the Hays Consolidated Independent School District (HCISD) with activities for HCISD students, families, and staff.	Y	Y	Y	Y	Y
9/17/2024	40832	Authorize the Commissioner Pct. 2 Office to support Chapa Middle School in the Hays Consolidated Independent School District (HCISD) with activities for HCISD students, families, and staff.	Y	Y	Y	Y	Y
9/17/2024	40833	Approve renewal of RFP 2020-P08 Election Form Printing Services with AMG Printing, effective September 8, 2024.	Y	Y	Y	Y	Y
9/17/2024	40834	Authorize payment to D&M Leasing for the upfit of two vehicles for the Constable Precinct 3 Office in the amount \$47,035.72 in which a purchase order was not obtained as required by the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
9/17/2024	40835	Authorize the execution of an Engagement Letter with ABIP, PC for services related to the Fiscal Year 2024 Hays County Annual Financial Audit.	Y	Y	Y	Y	Y
9/17/2024	40836	Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2024 quarterly financial reporting.	Y	Y	Y	Y	Y
9/17/2024	40837	Accept donations totaling \$2,800.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.	Y	Y	Y	Y	Y
9/17/2024	40838	Authorize the execution of an Addendum to the BI Incorporated contract for the Judicial Services Division related to electronic monitoring services.	Y	Y	Y	Y	Y
9/17/2024	40839	Authorize the execution of a renewal contract with Bold Planning for the Hays County Basic Emergency Response, Annexes, and Continuity of Operations Planning (COOP) plans.	Y	Y	Y	Y	Y
9/17/2024	40840	Approve Utility Permits.	Y	Y	Y	Y	Y
9/17/2024	40841	Authorize the execution of an updated Interlocal Cooperation Agreement between Hays Consolidated Independent School District (HCISD) and Hays County related to school resource officers.	Y	Y	Y	Y	Y
9/17/2024	40842	Authorize the execution of a supplemental contract with PapeDawson, Inc. for engineering services related to the acquisition of Right-of-Way for an extension of Posey Road executed on or about April 9, 2024.	Y	Y	Y	Y	Y
9/17/2024	40843	Establish "No Parking" zones along Harris Drive and Maeves Way within the Belterra subdivision.	Y	Y	Y	Y	Y
9/17/2024	40844	Call for a public hearing on October 1, 2024 to establish a 4-way stop location on Goforth Road at the intersection with Mathias Lane.	Y	Y	Y	Y	Y
9/17/2024	40845	Call for a public hearing on October 1, 2024 to establish a 3-way stop location on Center Point Road at the intersection with Beback Inn Road.	Y	Y	Y	Y	Y
9/17/2024	40846	Accept road construction & surface drainage improvements, release the performance bond #K4179821A in the amount of \$1,211,516.17 and accept the 2-year maintenance bond #411746W in the amount of \$84,538.60 for Trails at Windy Hill subd., Phase 10.	Y	Y	Y	Y	Y

Date	Res Number	Motion	Ingalsbe	Cohen	Shell	Smith	Becerra
9/17/2024	40847	Release the 2-year maintenance bond #PB03016800782M1 in the amount of \$48,906.70, and accept the roads into the County Road Maintenance System for Caliterra subd., Phase 4, Section 12.	Y	Y	Y	Y	Y
9/17/2024	40848	Release the 2-year maintenance bond #800131743 in the amount of \$74,580.01, and accept the roads into the County Road Maintenance System for Headwaters at Barton Creek Ph. 5, Sec. 2.	Y	Y	Y	Y	Y
9/17/2024	40849	Approve Mountain View Estates, Lots 2A & 3, Replat (PLN-2516-PC).	Y	Y	Y	Y	Y
9/17/2024	40850	Call for a Public Hearing on October 1, 2024 regarding Appaloosa Acres, Lot 34, Replat (PLN-2574-PC).	Y	Y	Y	Y	Y
9/17/2024	40851	Authorize the execution of a Contract Renewal and Precinct Proposals with Axon Enterprise, Inc. related to the Fleet and Body Worn Camera Officer Safety Program for all Constable Offices.	Y	Y	Y	Y	Y
9/17/2024	40852	Authorize the execution of a contract for the rental of a temporary building to be placed in the parking lot of Dripping Springs Ranch Park for Early Voting and Election Day, contingent on the county-owned temporary building not meeting election needs, and amend the budget accordingly.	Y	Y	Y	Y	Y
9/17/2024	40853	Authorize the execution of a Dripping Springs Ranch Park DSRP) Voting Location License Agreement between the City of Dripping Springs and Hays County.	Y	Y	Y	Y	Y
9/17/2024	40854	Authorize the execution of a \$2,000,000.00 Letter of Agreement between Hays County and CHRISTUS Santa Rosa Hospital - San Marcos (CSRSM) as budgeted for FY2025 related to indigent health care costs and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(4).	Y	Y	Y	Y	Y
9/17/2024	40855	Set the amount of the mandatory payments under the County Health Care Provider Participation Program for fiscal year 2025 to 6% of the net patient revenue of each institutional health care provider located in the County and direct that the mandatory payment revenue be used for one or more of the purposes set forth in Section 293.103 of the Health and Safety Code.	Y	Y	Y	Y	Y
9/17/2024	40856	Authorize the execution of a contract between Hays County and Texas Association of Counties Health & Employee Benefits Pool for Hays County employee Health and Dental Plans, pursuant to RFP 2024-P11.	Y	Y	Y	Y	Y
9/17/2024	40857	Authorize the execution of a contract between Deer Oaks EAP Services and Hays County for employee assistance plans, pursuant to RFP 2024-P11.	Y	Y	Y	Y	Y
9/17/2024	40858	Set the salaries and allowances for Hays County Elected Officials, as posted and presented for Fiscal Year 2025.	Y	Y	Y	Y	Y
9/17/2024	40859	Adopt the Fiscal Year 2025 Hays County Budget to include all changes approved and presented during the final budget hearing.	Y	Y	Y	Y	Y
9/17/2024	40860	Ratify the property tax increase reflected in the Fiscal Year 2025 Hays County Budget. This budget will raise more revenue from property taxes than last year's budget by an amount of \$19,892,259 or 15.95% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$8,039,462.	Y	Y	Y	Y	Y
9/17/2024	40861	The Fiscal Year 2025 property tax rate be set by the adoption of a tax rate of .3500 cents as follows: .2256 cents - General Maintenance & Operations .0829 cents - General Debt .0415 cents - Road & Bridge Maintenance & Operations	Y	Y	Y	Y	Y
9/17/2024	40862	Authorize County consultants and counsel to convey an offer of purchase for approximately 3.21 acres of property associated with the west (0.21 acres) and northeast (3.00 acres) portions of Parcel IDs R16856 and R16857, owned by William E. Cassidy, for purposes of right-of-way acquisition related to the Posey Road extension project, as presented in Executive Session. Authorize County consultants and counsel to convey an offer of purchase for approximately 3.28 acres of property associated with the south remainder portion of Parcel IDs R16856 and R16857, owned by William E. Cassidy, related to the Posey Road extension project, as presented in Executive Session.	ABSTAIN	Y	Y	Y	Y





AGENDA ITEM REQUEST FORM: G. 5.

## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

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### Agenda Item

Approve the payment of the October 15, 2024 payroll disbursements in an amount not to exceed \$4,500,000.00 effective October 15, 2024 and post totals for wages, with-holdings, deductions and benefits on the Hays County website once finalized. BECERRA/DORSETT

### Summary

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

## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Villarreal-Alonzo

Sponsor:

Villarreal-Alonzo

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### Agenda Item

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

### Summary

Quarterly Internal Examination Reports include the following Offices:

October 2023 to December 2023: Justice of the Peace Pct 4

January 2024 to March 2024: Justice of the Peace Pct 5

April 2024 to June 2024: County Clerk Courts, Justice of the Peace Pct 1, 2

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### Attachments

Quarterly Internal Examination Reports





## OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2265

[www.hayscountytexas.gov](http://www.hayscountytexas.gov)

**Marisol Villarreal-Alonzo, CPA**

**County Auditor**

[marisol.alonzo@hayscountytexas.gov](mailto:marisol.alonzo@hayscountytexas.gov)

**Scot Woodland**

**Assistant County Auditor**

[scot.woodland@hayscountytexas.gov](mailto:scot.woodland@hayscountytexas.gov)

September 19, 2024

Honorable John Burns  
Justice of the Peace, Precinct 4  
195 Roger Hanks Parkway, Suite 2  
Dripping Springs, Texas 78620

Judge Burns:

The Hays County Auditor's Office has examined the collections and monthly reports submitted by Justice of the Peace, Precinct 4 for the months October 2023 through December 2023. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 4. The objectives of the examination were to verify all funds collected were accounted for and deposited with the County Treasurer and the required monthly reports were submitted in a timely manner.

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

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

Sincerely,

Marisol Villarreal-Alonzo CPA, MPA

County Auditor

jc



## OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

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**Marisol Villarreal-Alonzo, CPA**

**County Auditor**

[marisol.alonzo@hayscountytexas.gov](mailto:marisol.alonzo@hayscountytexas.gov)

**Scot Woodland**

**Assistant County Auditor**

[scot.woodland@hayscountytexas.gov](mailto:scot.woodland@hayscountytexas.gov)

September 19, 2024

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

Dear Judge Bryant:

The Hays County Auditor's Office has examined the collections and monthly reports submitted by the Justice of the Peace, Precinct 5 Office for the months January 2024 through March 2024. The scope of the examination was limited to reviewing the records submitted to this office by the Justice of the Peace, Precinct 5 Office. The objectives of the examination were to verify all funds collected were accounted for and deposited with the County Treasurer and the required monthly reports were submitted in a timely manner.

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

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

Sincerely,

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

Marisol Villarreal-Alonzo CPA, MPA

Hays County Auditor

jc



## OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2265

[www.hayscountytx.gov](http://www.hayscountytx.gov)

**Marisol Villarreal-Alonzo, CPA**

**County Auditor**

[marisol.alonzo@hayscountytx.gov](mailto:marisol.alonzo@hayscountytx.gov)

**Scot Woodland**

**Assistant County Auditor**

[scot.woodland@hayscountytx.gov](mailto:scot.woodland@hayscountytx.gov)

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September 18, 2024

Dr. Elaine Cardenas

County Clerk

712 S. Stagecoach Trail, Suite 2008

San Marcos, Texas 78666

Dr. Cardenas:

The Hays County Auditor's Office has examined the monthly reports of the Hays County Clerk – Courts for the months of April 2024 through June 2024. The scope of the examination was limited to reviewing the records submitted to this office by the Hays County Clerk. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

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

The following exceptions were noted during the Hays County Auditor's Office review for the period April 2024 through June 2024:

**#1 A payment for a Hays County District Clerk case was accepted by the Hays County Clerk.**

The Hays County Auditor's Office noted that payment for a Hays County District Clerk case was accepted by the Hays County Clerk. The payment, a credit card transaction for \$395.40, was receipted to the Hays County Clerk's Courts System Odyssey on May 17<sup>th</sup> and deposited in the Hays County Credit Card account. The credit card receipt was reversed in Odyssey on May 31<sup>st</sup> and the payment was refunded.

**Recommendation**

The Hays County Auditor's Office recommends that the Hays County Clerk's Office review their procedures to consistently ensure that funds reconcile to the Odyssey Courts System daily to ensure compliance with Texas Local Government Code §114.043 and §115.002.

**Management Response**

*I acknowledge that our office accepted a credit card payment that was for the District Clerk's Office. We were not aware that it was received in the wrong office until the District Clerk notified us on May 31<sup>st</sup>. It was promptly reversed and refunded. We are working with our clerks to emphasizing the importance of making sure we accept payments designated to the Hays County Clerk office. We will continue to work to enhance our procedures to ensure the prompt recording of revenue.*

**#2 A single credit card payment was receipted three times, and the duplicate receipts were not reversed timely.**

The Hays County Auditor's Office noted that a credit card payment made 5/15/2024 for \$3.00 was receipted once on 5/15/2024 and twice on 5/16/2024. The duplicate receipts were reversed on 8/15/2024, 62 business days later.

**Recommendation**

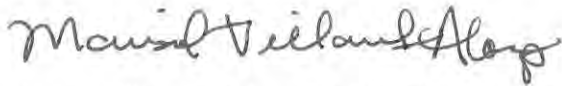
The Hays County Auditor's Office recommends that the County Clerk's Office review their procedures to consistently ensure that funds are receipted timely and reconcile all payments to the Odyssey Courts System daily to ensure compliance with Texas Local Government Code §114.043 and §115.002.

**Management Response**

*I acknowledge that a credit card payment that was made on 5/15/24 for \$3.00 was receipted a total of three times. This was an oversight. Our financial specialist was out for the months of May, June and July, leaving a heavy workload on a substitute bookkeeper. We will continue to enhance our procedures to ensure the prompt recording of revenue.*

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

Sincerely,



Marisol Villarreal-Alonzo, CPA, MPA

County Auditor

lp



## OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

**Marisol Villarreal-Alonzo, CPA**

512-393-2283

**Scot Woodland**

**County Auditor**

Fax: 512-393-2265

**Assistant County Auditor**

marisol.alonzo@hayscountytexas.gov

www.hayscountytexas.gov

scot.woodland@hayscountytexas.gov

September 19, 2024

Honorable Judge Maggie H. Moreno  
Justice of the Peace, Precinct 1 Place 2  
712 S. Stagecoach Trail, Suite 2235  
San Marcos, Texas 78666

Judge Moreno:

The Hays County Auditor's Office has examined the collections and monthly reports submitted by Justice of the Peace, Precinct 1 Place 2 for the months April 2024 through June 2024. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 1 Place 2. The objectives of the examination were to verify all funds collected were accounted for and deposited with the County Treasurer and the required monthly reports were submitted in a timely manner.

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

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

Sincerely,

Marisol Villarreal-Alonzo, CPA, MPA  
County Auditor

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AGENDA ITEM REQUEST FORM: **G. 7.**

## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Daphne Tenorio, Treasurer

Sponsor:

Judge Becerra

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### Agenda Item

Approve the May 2024 and June 2024 Treasurer's Reports. **BECERRA/TENORIO**

### Summary

See attached reports.

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### Attachments

May 2024 Report

June 2024 Report



**Hays County Treasurer's Report: Sage Capital Bank Funds Summary - May 2024**

<b>OPERATING FUNDS-Checking Accounts</b>	<b>BEGINNING BALANCE</b>	<b>Interest</b>	<b>Revenues</b>	<b>Deposits From Investments</b>	<b>Disbursements</b>	<b>Transfer to Investments</b>	<b>ENDING BALANCE</b>	<b>Total Investments</b>	<b>TOTAL FUND</b>
General Fund	\$ 2,410,736.70	\$ 6,252.44	\$ 6,082,704.33	\$ 14,199,045.97	\$ 17,521,381.67	\$ 268,000.00	\$ 4,909,357.77	\$ 99,950,042.51	\$ 104,859,400.28
Distribution Clearing Account	\$ (413,503.59)	\$ 3,528.20	\$ 8,602,072.20	\$ -	\$ 7,122,618.16	\$ -	\$ 1,069,478.65	\$ 630,168.30	\$ 1,699,646.95
Payroll Clearing Account	\$ 5,132,590.30	\$ 9,570.67	\$ 13,689,839.49	\$ 9,600,000.00	\$ 7,361,215.24	\$ 14,900,000.00	\$ 6,170,785.22	\$ 8,248,685.75	\$ 14,419,470.97
Credit Card Fee Fund	\$ 913,650.98	\$ -	\$ 538,359.63	\$ -	\$ 453,783.77	\$ -	\$ 998,226.84	\$ -	\$ 998,226.84
Road and Bridge General Fund	\$ 2,584,266.98	\$ 2,708.73	\$ 301,993.72	\$ 516,200.74	\$ 1,950,912.57	\$ -	\$ 1,454,257.60	\$ 9,488,279.50	\$ 10,942,537.10
Medical and Dental Fund	\$ 127,992.51	\$ 184.32	\$ 278,393.60	\$ 945,970.00	\$ 1,319,913.83	\$ -	\$ 32,626.60	\$ 5,135,905.97	\$ 5,168,532.57
Sheriff's Drug Forfeiture Fund	\$ 19,577.28	\$ 27.66	\$ -	\$ -	\$ 7,204.26	\$ -	\$ 12,400.68	\$ 162,342.40	\$ 174,743.08
Sheriff's Federal Discretionary Fund	\$ 145,596.52	\$ 230.44	\$ 3,300.68	\$ -	\$ -	\$ -	\$ 149,127.64	\$ -	\$ 149,127.64
District Attorney Drug Forfeiture Fund	\$ 148,598.44	\$ -	\$ -	\$ -	\$ 1,169.02	\$ -	\$ 147,429.42	\$ 69,236.27	\$ 216,665.69
District Attorney Hot Check Fee Fund	\$ 37,632.03	\$ 57.78	\$ 204.70	\$ -	\$ 1,865.29	\$ -	\$ 36,029.22	\$ -	\$ 36,029.22
Constable 2 Drug Forfeiture Fund	\$ 357.27	\$ 0.56	\$ -	\$ -	\$ -	\$ -	\$ 357.83	\$ -	\$ 357.83
Family Health Services Fund	\$ 294,939.03	\$ 351.18	\$ 104,722.01	\$ -	\$ 227,661.54	\$ -	\$ 172,350.68	\$ 2,217,012.41	\$ 2,389,363.09
Juvenile Detention Center Fund	\$ 74,889.54	\$ 196.08	\$ 312,118.62	\$ 214,843.13	\$ 556,086.24	\$ -	\$ 45,961.13	\$ 1,451,660.38	\$ 1,497,621.51
Tobacco Settlement Fund	\$ 220,039.34	\$ 283.70	\$ -	\$ -	\$ 72,157.93	\$ -	\$ 148,165.11	\$ -	\$ 148,165.11
HC Local Provider Participation Fund	\$ 5,459,421.87	\$ 8,419.06	\$ 1,360,772.75	\$ -	\$ 530,454.09	\$ -	\$ 6,298,159.59	\$ -	\$ 6,298,159.59
Energy Efficiency Project Fund	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 707.81	\$ 708.81
School Safety Zone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Help America Vote Fund	\$ 2,760.25	\$ 4.34	\$ -	\$ -	\$ -	\$ -	\$ 2,764.59	\$ -	\$ 2,764.59
American Recovery Plan Fund	\$ 27,328.50	\$ 170.99	\$ -	\$ 1,328,321.58	\$ 1,335,749.14	\$ -	\$ 20,071.93	\$ 12,474,001.44	\$ 12,494,073.37
Local Assistance & Tribal Consistency ARPA Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,334.73	\$ 91,334.73
Opioid Abatement Program Fund	\$ 190,026.11	\$ 290.74	\$ -	\$ -	\$ 7,618.32	\$ -	\$ 182,698.53	\$ -	\$ 182,698.53
Historical Commission Trust Fund	\$ 15,494.88	\$ 23.69	\$ -	\$ -	\$ 725.41	\$ -	\$ 14,793.16	\$ 140,792.71	\$ 155,585.87
<b>CONSTRUCTION FUNDS-Checking Accounts</b>	<b>BEGINNING BALANCE</b>	<b>Interest</b>	<b>Revenues</b>	<b>Deposits From Investments</b>	<b>Disbursements</b>	<b>Transfer to Investments</b>	<b>ENDING BALANCE</b>	<b>Total Investments</b>	<b>TOTAL FUND</b>
Road Construction Bond 2006	\$ 268,028.61	\$ 365.49	\$ -	\$ 1,176.00	\$ 269,176.00	\$ -	\$ 394.10	\$ 592,477.20	\$ 592,871.30
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Through Revenue Bond 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 28,037.20	\$ 51.15	\$ -	\$ 390,000.00	\$ 400,000.00	\$ -	\$ 18,088.35	\$ 1,698.30	\$ 19,786.65
Pass Through 2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Priority Road Bond Series 2011	\$ 15,786.46	\$ 37.62	\$ -	\$ 28,030.00	\$ 16,399.04	\$ -	\$ 27,455.04	\$ 161,290.98	\$ 188,746.02
Limited Tax Bond Series 2017	\$ 413.06	\$ 226.62	\$ -	\$ 4,465,608.06	\$ 4,465,548.83	\$ -	\$ 698.91	\$ 3,561,934.73	\$ 3,562,633.64
Road Construction Bond 2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2019	\$ 279,921.60	\$ 733.80	\$ 218,530.75	\$ 2,615,960.98	\$ 2,355,881.54	\$ -	\$ 759,265.59	\$ 31,733,513.67	\$ 32,492,779.26
Parks Bond 2021	\$ 5,936.21	\$ 11.49	\$ -	\$ 42,606.13	\$ 42,606.13	\$ -	\$ 5,947.70	\$ 25,904,157.91	\$ 25,910,105.61
Limited Tax Bond Series 2022 (PB 22)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,875,032.57	\$ 26,875,032.57
Texas Water Development Board Escrow	\$ 199,916.92	\$ 310.42	\$ 19,183.75	\$ -	\$ 48,776.22	\$ -	\$ 170,634.87	\$ -	\$ 170,634.87
FM 110 Trans Reinvestment Zone No. 1 Fund	\$ 5,115,291.41	\$ 9,417.60	\$ 1,134,695.00	\$ -	\$ -	\$ -	\$ 6,259,404.01	\$ 14,417,625.48	\$ 20,677,029.49
La Cima NBHD Improvement Area No. 1	\$ 196,393.85	\$ 324.28	\$ 10,683.56	\$ -	\$ -	\$ -	\$ 207,401.69	\$ -	\$ 207,401.69
CDBG Disaster Recovery Program Fund	\$ 23,811.06	\$ 38.35	\$ 70,560.02	\$ -	\$ 70,920.00	\$ -	\$ 23,489.43	\$ -	\$ 23,489.43
LCRA Service Fee Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ORCA Cedar Oaks Mesa Fund	\$ 39,610.19	\$ 62.24	\$ -	\$ -	\$ -	\$ -	\$ 39,672.43	\$ -	\$ 39,672.43
<b>INTEREST AND SINKING FUNDS</b>									
Hays County Interest & Sinking Fund	\$ 4,696,822.39	\$ 6,926.72	\$ -	\$ -	\$ 392,938.80	\$ -	\$ 4,310,810.31	\$ 19,413,952.41	\$ 23,724,762.72
<b>Sage Capital Fund Totals</b>	<b>\$ 28,262,364.90</b>	<b>\$ 50,806.36</b>	<b>\$ 32,728,134.81</b>	<b>\$ 34,347,762.59</b>	<b>\$ 46,532,763.04</b>	<b>\$ 15,168,000.00</b>	<b>\$ 33,688,305.62</b>	<b>\$ 262,721,853.43</b>	<b>\$ 296,410,159.05</b>



## Hays County Treasurer's Report

### Investments Summary For The Month of May 2024

All Sage Capital Funds (See Treasurer's Report:  
Grand Totals Pg. 1)

	Bal. 04/30/2024	Interest	Deposits	Debits	Bal. 05/31/2024
Sage All Funds (see Page 1)	\$ 28,262,364.90	\$ 50,806.36	\$ 67,075,897.40	\$ 61,700,763.04	\$ 33,688,305.62

**TEXPOOL**                      Average Monthly Rate 5.3200%                      Net Asset Value \$ 0.99995

Description	Bal. 04/30/2024	Interest	Deposits	Debits	Bal. 05/31/2024
General Fund	\$ 80,575,985.33	\$ 330,159.29	\$ 881,424.29	\$ 14,467,045.97	\$ 67,320,522.94
Distribution Clearing Account	\$ 627,335.83	\$ 2,832.47			\$ 630,168.30
Payroll Clearing Account	\$ 2,917,178.88	\$ 31,506.87	\$ 14,900,000.00	\$ 9,600,000.00	\$ 8,248,685.75
Road and Bridge General Fund	\$ 7,301,937.39	\$ 32,026.64	\$ 60,892.92	\$ 516,200.74	\$ 6,878,656.21
Medical and Dental Fund	\$ 1,122,466.58	\$ 3,062.42	\$ -	\$ 945,970.00	\$ 179,559.00
Sheriff's Drug Forfeiture Fund	\$ -	\$ -	\$ -	\$ -	\$ -
District Attorney Drug Forfeiture Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Health Services Grants Fund	\$ 2,206,510.73	\$ 9,962.45	\$ -	\$ -	\$ 2,216,473.18
Juvenile Detention Center Fund	\$ 1,659,869.60	\$ 6,633.91	\$ -	\$ 214,843.13	\$ 1,451,660.38
Tobacco Settlement Fund	\$ -	\$ -	\$ -	\$ -	\$ -
HC Local Provider Participation Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Energy Efficiency Project Fund	\$ 704.71	\$ 3.10	\$ -	\$ -	\$ 707.81
American Recovery Plan Fund	\$ 13,743,418.07	\$ 58,904.95	\$ -	\$ 1,328,321.58	\$ 12,474,001.44
Local Assistance & Tribal Consistency ARPA Fund	\$ 90,924.24	\$ 410.49	\$ -	\$ -	\$ 91,334.73
Historical Commission Trust	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2006	\$ 324,034.47	\$ 1,618.73	\$ 268,000.00	\$ 1,176.00	\$ 592,477.20
Parks Bond 2011	\$ 391,399.50	\$ 290.23	\$ -	\$ 390,000.00	\$ 1,689.73
Priority Road Bond Series 2011	\$ 154,624.83	\$ 618.94	\$ -	\$ 28,030.00	\$ 127,213.77
Limited Tax Bonds Series 2017	\$ 8,010,866.58	\$ 16,676.21	\$ -	\$ 4,465,608.06	\$ 3,561,934.73
Road Construction Bond 2019	\$ 34,200,749.72	\$ 148,724.93	\$ -	\$ 2,615,960.98	\$ 31,733,513.67
Parks Bond 2021	\$ 25,830,214.48	\$ 116,549.56	\$ -	\$ 42,606.13	\$ 25,904,157.91
Limited Tax Bond Series 2022 (PB 22)	\$ 26,754,236.52	\$ 120,796.05	\$ -	\$ -	\$ 26,875,032.57
FM 110 Trans Reinvestment Zone No 1 Fund	\$ 14,352,822.13	\$ 64,803.35	\$ -	\$ -	\$ 14,417,625.48
LCRA Service Fee Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Hays County Interest & Sinking Fund	\$ 12,047,247.83	\$ 54,998.88	\$ 234,570.97	\$ -	\$ 12,336,817.68
All TexPool Funds	\$ 232,312,527.42	\$ 1,000,579.47	\$ 16,344,888.18	\$ 34,615,762.59	\$ 215,042,232.48



# Hays County Treasurer's Report

## Investments Summary For The Month of May 2024

**CLASS - MBIA**

**Average Monthly Rate** 5.4273%

**Net Asset Value** \$ 0.99991

Description	Bal. 04/30/2024	Interest	Deposits	Debits	Bal. 05/31/2024
General Fund	\$ 9,178,483.42	\$ 42,284.58	\$ -	\$ -	\$ 9,220,768.00
Road and Bridge General Fund	\$ 2,042,914.98	\$ 9,411.57	\$ -	\$ -	\$ 2,052,326.55
Sheriff's Drug Forfeiture Fund	\$ 161,597.93	\$ 744.47	\$ -	\$ -	\$ 162,342.40
District Attorney Drug Forfeiture Fund	\$ 68,848.42	\$ 317.20	\$ -	\$ -	\$ 69,165.62
Historical Commission Trust	\$ 140,138.15	\$ 645.61	\$ -	\$ -	\$ 140,783.76
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Through Revenue Bond 2009	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 8.56	\$ 0.01	\$ -	\$ -	\$ 8.57
Pass Through 2011	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2011	\$ 33,920.94	\$ 156.27	\$ -	\$ -	\$ 34,077.21
Hays County Interest & Sinking Fund	\$ 5,099,157.36	\$ 23,491.44			\$ 5,122,648.80
<b>CLASS - MBIA All Funds</b>	<b>\$ 16,725,069.76</b>	<b>\$ 77,051.15</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,802,120.91</b>

**LOGIC**

**Average Monthly Rate** 5.4208%

**Net Asset Value** \$ 0.99971

Description	Bal. 04/30/2024	Interest	Deposits	Debits	Bal. 05/31/2024
General Fund	\$ 12,637,985.08	\$ 58,184.69	\$ -	\$ -	\$ 12,696,169.77
Road and Bridge General Fund	\$ 554,742.73	\$ 2,554.01	\$ -	\$ -	\$ 557,296.74
Medical and Dental Fund	\$ 4,933,632.75	\$ 22,714.22	\$ -	\$ -	\$ 4,956,346.97
District Attorney Drug Forfeiture Fund	\$ 70.34	\$ 0.31	\$ -	\$ -	\$ 70.65
Health Services Grants Fund	\$ 41.60	\$ 0.26	\$ -	\$ -	\$ 41.86
Family Health Services Fund	\$ 495.16	\$ 2.21	\$ -	\$ -	\$ 497.37
Historical Commission Trust Fund	\$ 8.94	\$ 0.01	\$ -	\$ -	\$ 8.95
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -
Hays County Interest & Sinking Fund	\$ 1,945,528.78	\$ 8,957.15	\$ -	\$ -	\$ 1,954,485.93
<b>LOGIC All Funds</b>	<b>\$ 20,072,505.38</b>	<b>\$ 92,412.86</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,164,918.24</b>



# Hays County Treasurer's Report

## Investments Summary For The Month of May 2024

**CLASS - MBIA**

**Average Monthly Rate** 5.4273%

**Net Asset Value** \$ 0.99991

Description	Bal. 04/30/2024	Interest	Deposits	Debits	Bal. 05/31/2024
General Fund	\$ 9,178,483.42	\$ 42,284.58	\$ -	\$ -	\$ 9,220,768.00
Road and Bridge General Fund	\$ 2,042,914.98	\$ 9,411.57	\$ -	\$ -	\$ 2,052,326.55
Sheriff's Drug Forfeiture Fund	\$ 161,597.93	\$ 744.47	\$ -	\$ -	\$ 162,342.40
District Attorney Drug Forfeiture Fund	\$ 68,848.42	\$ 317.20	\$ -	\$ -	\$ 69,165.62
Historical Commission Trust	\$ 140,138.15	\$ 645.61	\$ -	\$ -	\$ 140,783.76
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Through Revenue Bond 2009	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 8.56	\$ 0.01	\$ -	\$ -	\$ 8.57
Pass Through 2011	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2011	\$ 33,920.94	\$ 156.27	\$ -	\$ -	\$ 34,077.21
Hays County Interest & Sinking Fund	\$ 5,099,157.36	\$ 23,491.44			\$ 5,122,648.80
<b>CLASS - MBIA All Funds</b>	<b>\$ 16,725,069.76</b>	<b>\$ 77,051.15</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,802,120.91</b>

**LOGIC**

**Average Monthly Rate** 5.4208%

**Net Asset Value** \$ 0.99971

Description	Bal. 04/30/2024	Interest	Deposits	Debits	Bal. 05/31/2024
General Fund	\$ 12,637,985.08	\$ 58,184.69	\$ -	\$ -	\$ 12,696,169.77
Road and Bridge General Fund	\$ 554,742.73	\$ 2,554.01	\$ -	\$ -	\$ 557,296.74
Medical and Dental Fund	\$ 4,933,632.75	\$ 22,714.22	\$ -	\$ -	\$ 4,956,346.97
District Attorney Drug Forfeiture Fund	\$ 70.34	\$ 0.31	\$ -	\$ -	\$ 70.65
Health Services Grants Fund	\$ 41.60	\$ 0.26	\$ -	\$ -	\$ 41.86
Family Health Services Fund	\$ 495.16	\$ 2.21	\$ -	\$ -	\$ 497.37
Historical Commission Trust Fund	\$ 8.94	\$ 0.01	\$ -	\$ -	\$ 8.95
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -
Hays County Interest & Sinking Fund	\$ 1,945,528.78	\$ 8,957.15	\$ -	\$ -	\$ 1,954,485.93
<b>LOGIC All Funds</b>	<b>\$ 20,072,505.38</b>	<b>\$ 92,412.86</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,164,918.24</b>

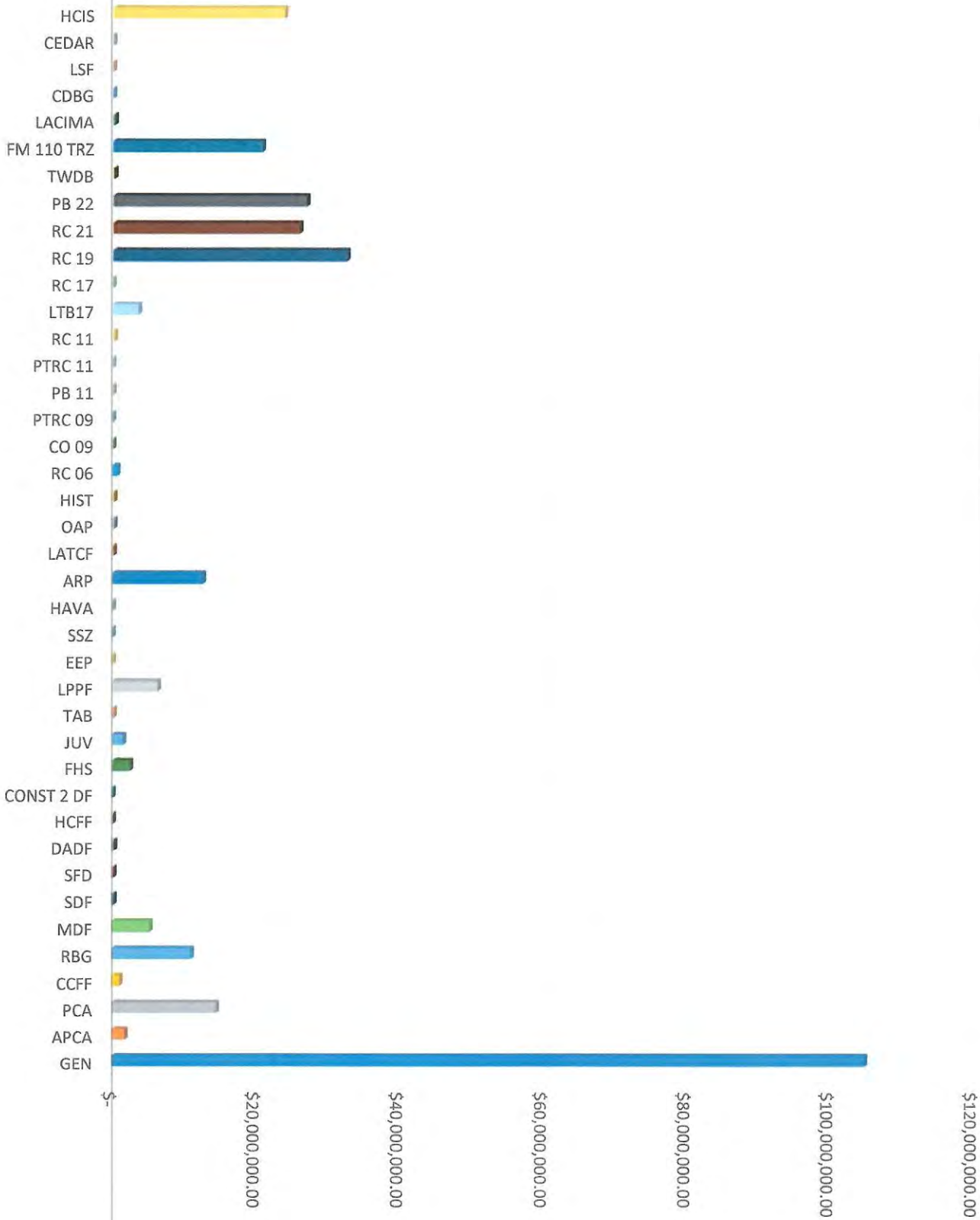
# Hays County Treasurer's Report Investments Summary For The Month of May 2024

Description	Fund	Yield/ Maturity	Bal. 04/30/2024		Transactions		Bal. 05/31/2024	
			Par Value	Book Value	Purchases	Maturities	Par Value	Book Value
Broadway Bank	General Fund	5.1300% 10/01/24	\$ 4,226,712.85	\$ 4,226,712.85			\$ 4,226,712.85	\$ 4,226,712.85
Sunflower Bank	General Fund	4.3620% 11/09/24	\$ 2,139,849.13	\$ 2,139,849.13	\$ -		\$ 2,139,849.13	\$ 2,139,849.13
Sunflower Bank	General Fund	4.3620% 11/09/24	\$ 4,346,019.82	\$ 4,346,019.82			\$ 4,346,019.82	\$ 4,346,019.82
TOTAL			\$ 10,712,581.80	\$ 10,712,581.80	\$ -	\$ -	\$ 10,712,581.80	\$ 10,712,581.80
			BENCHMARK		CURENT 90 DAY TREASURY BILL YIELDING RATE		5.2500%	

May 2024 Total Fund Balance: \$ 296,410,159.05

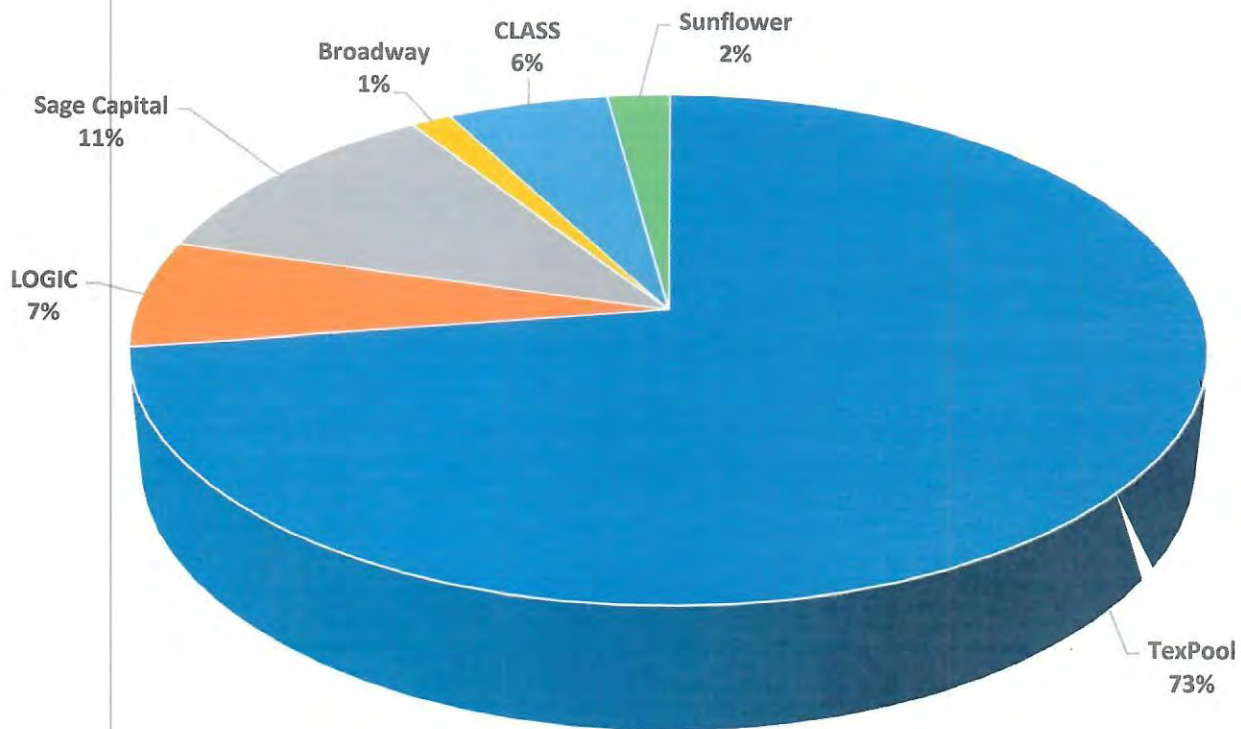
Summarization	Bal. 04/30/2024	Bal. 05/31/2024	Difference
Sage Capital Bank	\$ 28,262,364.90	\$ 33,688,305.62	\$ 5,425,940.72
TexPool	\$ 232,312,527.42	\$ 215,042,232.48	\$ (17,270,294.94)
Class-MBIA	\$ 16,725,069.76	\$ 16,802,120.91	\$ 77,051.15
LOGIC	\$ 20,072,505.38	\$ 20,164,918.24	\$ 92,412.86
Certificate of Deposits	\$ 10,712,581.80	\$ 10,712,581.80	\$ -
Total Fund Balances	\$ 308,085,049.26	\$ 296,410,159.05	\$ (11,674,890.21)

Fund Balances: May 31, 2024





## Investment Allocation Totals: May 2024



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

  
Daphne Tenorio, Hays County Treasurer

  
Marisol Villarreal-Alonzo, Hays County Auditor



**Hays County Treasurer's Report: Sage Capital Bank Funds Summary - June 2024**

<b>OPERATING FUNDS-Checking Accounts</b>	<b>BEGINNING BALANCE</b>	<b>Interest</b>	<b>Revenues</b>	<b>Deposits From Investments</b>	<b>Disbursements</b>	<b>Transfer to Investments</b>	<b>ENDING BALANCE</b>	<b>Total Investments</b>	<b>TOTAL FUND</b>
General Fund	\$ 4,909,357.77	\$ 7,779.18	\$ 4,722,380.03	\$ 9,765,236.30	\$ 12,858,053.18	\$ -	\$ 6,546,700.10	\$ 91,043,308.23	\$ 97,590,008.33
Distribution Clearing Account	\$ 1,069,478.65	\$ 4,497.80	\$ 7,649,824.87	\$ -	\$ 8,314,701.67	\$ -	\$ 409,099.65	\$ 632,919.60	\$ 1,042,019.25
Payroll Clearing Account	\$ 6,170,785.22	\$ 10,776.93	\$ 9,607,546.03	\$ 9,600,000.00	\$ 8,864,873.41	\$ 9,600,000.00	\$ 6,924,234.77	\$ 8,279,737.13	\$ 15,203,971.90
Credit Card Fee Fund	\$ 998,226.84	\$ -	\$ 490,322.45	\$ -	\$ 484,932.75	\$ -	\$ 1,003,616.54	\$ -	\$ 1,003,616.54
Road and Bridge General Fund	\$ 1,454,257.60	\$ 2,098.85	\$ 238,108.56	\$ 2,314,406.26	\$ 2,830,744.43	\$ -	\$ 1,178,126.84	\$ 7,257,560.04	\$ 8,435,686.88
Medical and Dental Fund	\$ 32,626.60	\$ 46.46	\$ 1,142,208.26	\$ 154,821.43	\$ 1,305,518.37	\$ -	\$ 24,184.38	\$ 5,003,357.42	\$ 5,027,541.80
Sheriff's Drug Forfeiture Fund	\$ 12,400.68	\$ 9.86	\$ -	\$ -	\$ 10,658.61	\$ -	\$ 1,751.93	\$ 163,066.15	\$ 164,818.08
Sheriff's Federal Discretionary Fund	\$ 149,127.64	\$ 211.54	\$ 8,888.36	\$ -	\$ 9,057.94	\$ -	\$ 149,169.60	\$ -	\$ 149,169.60
District Attorney Drug Forfeiture Fund	\$ 147,429.42	\$ -	\$ 14,265.94	\$ -	\$ 118.34	\$ -	\$ 161,577.02	\$ 69,544.93	\$ 231,121.95
District Attorney Hot Check Fee Fund	\$ 36,029.22	\$ 51.32	\$ 826.69	\$ -	\$ 16.96	\$ -	\$ 36,890.27	\$ -	\$ 36,890.27
Constable 2 Drug Forfeiture Fund	\$ 357.83	\$ 0.51	\$ -	\$ -	\$ -	\$ -	\$ 358.34	\$ -	\$ 358.34
Family Health Services Fund	\$ 172,350.68	\$ 259.71	\$ 83,582.31	\$ 52,830.85	\$ 128,162.25	\$ -	\$ 180,861.30	\$ 2,173,722.75	\$ 2,354,584.05
Juvenile Detention Center Fund	\$ 45,961.13	\$ 111.73	\$ 170,067.99	\$ 328,122.94	\$ 368,939.91	\$ -	\$ 175,323.88	\$ 1,129,382.70	\$ 1,304,706.58
Tobacco Settlement Fund	\$ 148,165.11	\$ 202.67	\$ -	\$ -	\$ 12,500.00	\$ -	\$ 135,867.78	\$ -	\$ 135,867.78
HC Local Provider Participation Fund	\$ 6,298,159.59	\$ 5,998.71	\$ 498,352.88	\$ -	\$ 6,094,304.00	\$ -	\$ 708,207.18	\$ -	\$ 708,207.18
Energy Efficiency Project Fund	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 710.81	\$ 711.81
School Safety Zone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Help America Vote Fund	\$ 2,764.59	\$ 3.92	\$ -	\$ -	\$ -	\$ -	\$ 2,768.51	\$ -	\$ 2,768.51
American Recovery Plan Fund	\$ 20,071.93	\$ 51.71	\$ -	\$ 565,827.90	\$ 566,251.81	\$ -	\$ 19,699.73	\$ 11,961,032.00	\$ 11,980,731.73
Local Assistance & Tribal Consistency ARPA Fund	\$ -	\$ -	\$ 72.51	\$ -	\$ 72.51	\$ -	\$ -	\$ 91,660.81	\$ 91,660.81
Opioid Abatement Program Fund	\$ 182,698.53	\$ 256.12	\$ -	\$ -	\$ 6,880.79	\$ -	\$ 176,073.86	\$ -	\$ 176,073.86
Historical Commission Trust Fund	\$ 14,793.16	\$ 20.99	\$ -	\$ -	\$ -	\$ -	\$ 14,814.15	\$ 141,420.35	\$ 156,234.50
<b>CONSTRUCTION FUNDS-Checking Accounts</b>	<b>BEGINNING BALANCE</b>	<b>Interest</b>	<b>Revenues</b>	<b>Deposits From Investments</b>	<b>Disbursements</b>	<b>Transfer to Investments</b>	<b>ENDING BALANCE</b>	<b>Total Investments</b>	<b>TOTAL FUND</b>
Road Construction Bond 2006	\$ 394.10	\$ 0.93	\$ -	\$ 7,216.68	\$ 7,216.68	\$ -	\$ 395.03	\$ 587,817.85	\$ 588,212.88
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Through Revenue Bond 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 18,088.35	\$ 25.67	\$ -	\$ -	\$ -	\$ -	\$ 18,114.02	\$ 1,705.80	\$ 19,819.82
Pass Through 2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Priority Road Bond Series 2011	\$ 27,455.04	\$ 20.29	\$ -	\$ 95,712.95	\$ 113,564.46	\$ -	\$ 9,623.82	\$ 66,090.23	\$ 75,714.05
Limited Tax Bond Series 2017	\$ 698.91	\$ 1.63	\$ -	\$ 12,556.99	\$ 12,556.99	\$ -	\$ 700.54	\$ 3,564,892.10	\$ 3,565,592.64
Road Construction Bond 2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2019	\$ 759,265.59	\$ 941.26	\$ 10,244.17	\$ 123,843.25	\$ 240,679.87	\$ -	\$ 653,614.40	\$ 31,747,967.46	\$ 32,401,581.86
Parks Bond 2021	\$ 5,947.70	\$ 9.11	\$ -	\$ 113,229.07	\$ 113,229.07	\$ -	\$ 5,956.81	\$ 25,903,854.54	\$ 25,909,811.35
Limited Tax Bond Series 2022 (PB 22)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,992,369.77	\$ 26,992,369.77
Texas Water Development Board Escrow	\$ 170,634.87	\$ 242.16	\$ -	\$ -	\$ -	\$ -	\$ 170,877.03	\$ -	\$ 170,877.03
FM 110 Trans Reinvestment Zone No. 1 Fund	\$ 6,259,404.01	\$ 8,883.21	\$ -	\$ -	\$ -	\$ -	\$ 6,268,287.22	\$ 14,480,573.30	\$ 20,748,860.52
La Cima NBHD Improvement Area No. 1	\$ 207,401.69	\$ 294.34	\$ -	\$ -	\$ -	\$ -	\$ 207,696.03	\$ -	\$ 207,696.03
CDBG Disaster Recovery Program Fund	\$ 23,489.43	\$ 33.34	\$ -	\$ -	\$ -	\$ -	\$ 23,522.77	\$ -	\$ 23,522.77
LCRA Service Fee Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ORCA Cedar Oaks Mesa Fund	\$ 39,672.43	\$ 56.30	\$ 200,282.00	\$ -	\$ 200,282.00	\$ -	\$ 39,728.73	\$ -	\$ 39,728.73
<b>INTEREST AND SINKING FUNDS</b>									
Hays County Interest & Sinking Fund	\$ 4,310,810.31	\$ 6,117.81	\$ -	\$ -	\$ -	\$ -	\$ 4,316,928.12	\$ 19,694,544.43	\$ 24,011,472.55
<b>Sage Capital Fund Totals</b>	<b>\$ 33,688,305.62</b>	<b>\$ 49,004.06</b>	<b>\$ 24,836,973.05</b>	<b>\$ 23,133,804.62</b>	<b>\$ 42,543,316.00</b>	<b>\$ 9,600,000.00</b>	<b>\$ 29,564,771.35</b>	<b>\$ 250,987,238.40</b>	<b>\$ 280,552,009.75</b>



## Hays County Treasurer's Report

### Investments Summary For The Month of June 2024

All Sage Capital Funds (See Treasurer's Report:  
Grand Totals Pg. 1)

	Bal. 05/31/2024	Interest	Deposits	Debits	Bal. 06/30/2024
Sage All Funds (see Page 1)	\$ 33,688,305.62	\$ 49,004.06	\$ 47,970,777.67	\$ 52,143,316.00	\$ 29,564,771.35

#### TEXPOOL

Average Monthly Rate 5.3100%      Net Asset Value \$ 0.99992

Description	Bal. 05/30/2024	Interest	Deposits	Debits	Bal. 06/30/2024
General Fund	\$ 67,320,522.94	\$ 279,907.64	\$ 481,044.07	\$ 9,765,236.30	\$ 58,316,238.35
Distribution Clearing Account	\$ 630,168.30	\$ 2,751.30	\$ -	\$ -	\$ 632,919.60
Payroll Clearing Account	\$ 8,248,685.75	\$ 31,051.38	\$ 9,600,000.00	\$ 9,600,000.00	\$ 8,279,737.13
Road and Bridge General Fund	\$ 6,878,656.21	\$ 23,770.26	\$ 48,290.32	\$ 2,314,407.26	\$ 4,636,309.53
Medical and Dental Fund	\$ 179,559.00	\$ 238.86	\$ -	\$ 154,821.43	\$ 24,976.43
Sheriff's Drug Forfeiture Fund	\$ -	\$ -	\$ -	\$ -	\$ -
District Attorney Drug Forfeiture Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Health Services Grants Fund	\$ 2,216,473.18	\$ 9,538.79	\$ -	\$ 52,830.85	\$ 2,173,181.12
Juvenile Detention Center Fund	\$ 1,451,660.38	\$ 5,845.26	\$ -	\$ 328,122.94	\$ 1,129,382.70
Tobacco Settlement Fund	\$ -	\$ -	\$ -	\$ -	\$ -
HC Local Provider Participation Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Energy Efficiency Project Fund	\$ 707.81	\$ 3.00	\$ -	\$ -	\$ 710.81
American Recovery Plan Fund	\$ 12,474,001.44	\$ 52,858.46	\$ -	\$ 565,827.90	\$ 11,961,032.00
Local Assistance & Tribal Consistency ARPA Fund	\$ 91,334.73	\$ 398.59	\$ -	\$ 72.51	\$ 91,660.81
Historical Commission Trust	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2006	\$ 592,477.20	\$ 2,557.33	\$ -	\$ 7,216.68	\$ 587,817.85
Parks Bond 2011	\$ 1,689.73	\$ 7.50	\$ -	\$ -	\$ 1,697.23
Priority Road Bond Series 2011	\$ 127,213.77	\$ 360.27	\$ -	\$ 95,712.95	\$ 31,861.09
Limited Tax Bonds Series 2017	\$ 3,561,934.73	\$ 15,514.36	\$ -	\$ 12,556.99	\$ 3,564,892.10
Road Construction Bond 2019	\$ 31,733,513.67	\$ 138,297.04	\$ -	\$ 123,843.25	\$ 31,747,967.46
Parks Bond 2021	\$ 25,904,157.91	\$ 112,925.70	\$ -	\$ 113,229.07	\$ 25,903,854.54
Limited Tax Bond Series 2022 (PB 22)	\$ 26,875,032.57	\$ 117,337.20	\$ -	\$ -	\$ 26,992,369.77
FM 110 Trans Reinvestment Zone No 1 Fund	\$ 14,417,625.48	\$ 62,947.82	\$ -	\$ -	\$ 14,480,573.30
LCRA Service Fee Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Hays County Interest & Sinking Fund	\$ 12,336,817.68	\$ 54,488.15	\$ 194,577.21	\$ -	\$ 12,585,883.04
<b>All TexPool Funds</b>	<b>\$ 215,042,232.48</b>	<b>\$ 910,798.91</b>	<b>\$ 10,323,911.60</b>	<b>\$ 23,133,878.13</b>	<b>\$ 203,143,064.86</b>



## Hays County Treasurer's Report

### Investments Summary For The Month of June 2024

**CLASS - MBIA**

**Average Monthly Rate** 5.4278%

**Net Asset Value** \$ 0.99985

Description	Bal. 05/31/2024	Interest	Deposits	Debits	Bal. 06/30/2024
General Fund	\$ 9,220,768.00	\$ 41,107.97	\$ -	\$ -	\$ 9,261,875.97
Road and Bridge General Fund	\$ 2,052,326.55	\$ 9,149.68	\$ -	\$ -	\$ 2,061,476.23
Sheriff's Drug Forfeiture Fund	\$ 162,342.40	\$ 723.75	\$ -	\$ -	\$ 163,066.15
District Attorney Drug Forfeiture Fund	\$ 69,165.62	\$ 308.36	\$ -	\$ -	\$ 69,473.98
Historical Commission Trust	\$ 140,783.76	\$ 627.64	\$ -	\$ -	\$ 141,411.40
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Through Revenue Bond 2009	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 8.57	\$ -	\$ -	\$ -	\$ 8.57
Pass Through 2011	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2011	\$ 34,077.21	\$ 151.93	\$ -	\$ -	\$ 34,229.14
Hays County Interest & Sinking Fund	\$ 5,122,648.80	\$ 22,837.77	\$ -	\$ -	\$ 5,145,486.57
<b>CLASS - MBIA All Funds</b>	<b>\$ 16,802,120.91</b>	<b>\$ 74,907.10</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,877,028.01</b>

**LOGIC**

**Average Monthly Rate** 5.4105%

**Net Asset Value** \$ 0.99974

Description	Bal. 05/31/2024	Interest	Deposits	Debits	Bal. 06/30/2024
General Fund	\$ 12,696,169.77	\$ 56,442.34	\$ -	\$ -	\$ 12,752,612.11
Road and Bridge General Fund	\$ 557,296.74	\$ 2,477.54	\$ -	\$ -	\$ 559,774.28
Medical and Dental Fund	\$ 4,956,346.97	\$ 22,034.02	\$ -	\$ -	\$ 4,978,380.99
District Attorney Drug Forfeiture Fund	\$ 70.65	\$ 0.30	\$ -	\$ -	\$ 70.95
Health Services Grants Fund	\$ 41.86	\$ 0.24	\$ -	\$ -	\$ 42.10
Family Health Services Fund	\$ 497.37	\$ 2.16	\$ -	\$ -	\$ 499.53
Historical Commission Trust Fund	\$ 8.95	\$ -	\$ -	\$ -	\$ 8.95
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -
Hays County Interest & Sinking Fund	\$ 1,954,485.93	\$ 8,688.89			\$ 1,963,174.82
<b>LOGIC All Funds</b>	<b>\$ 20,164,918.24</b>	<b>\$ 89,645.49</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,254,563.73</b>



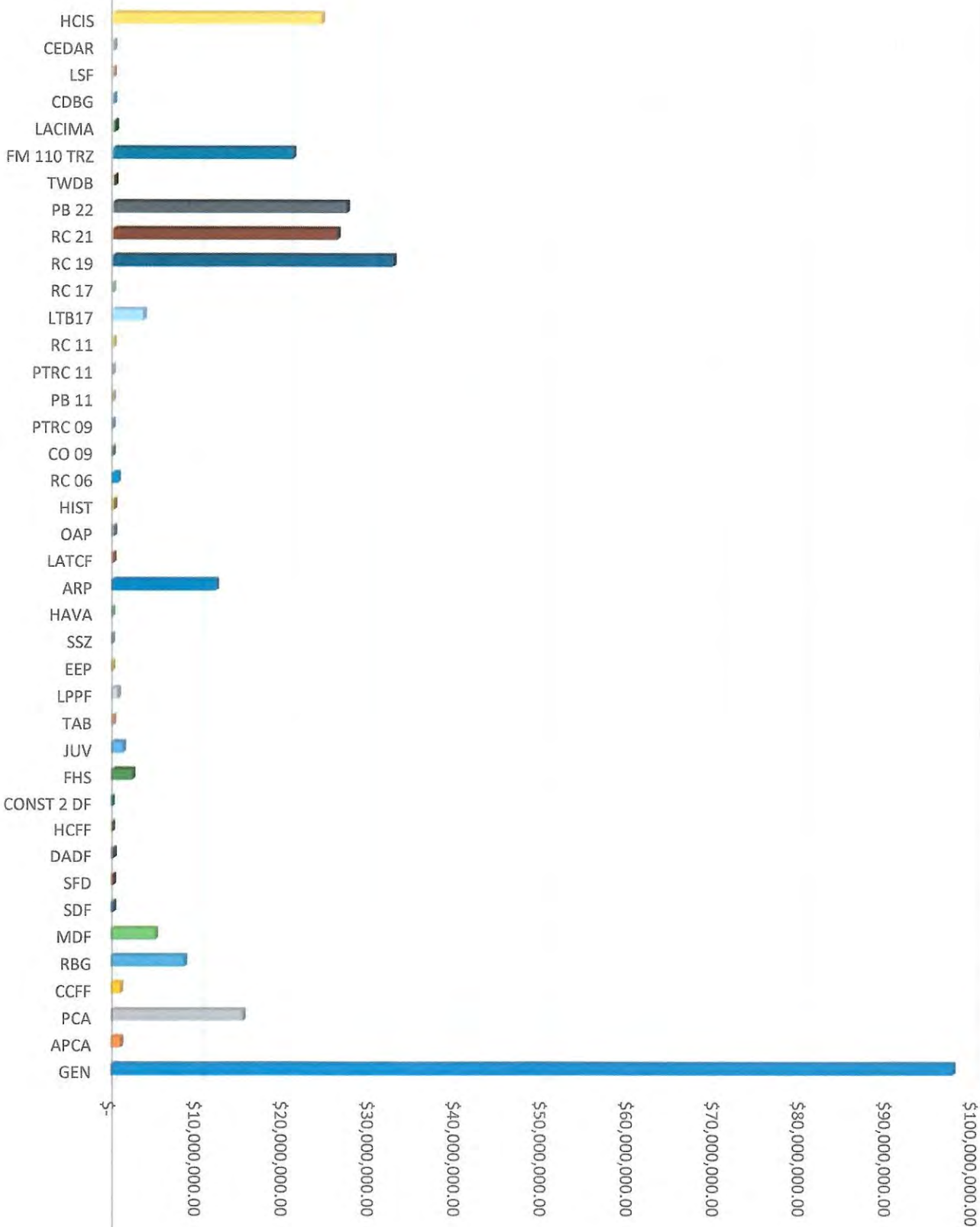
# Hays County Treasurer's Report Investments Summary For The Month of June 2024

Description	Fund	Yield/ Maturity	Bal. 05/31/2024		Transactions		Bal. 06/30/2024	
			Par Value	Book Value	Purchases	Maturities	Par Value	Book Value
Broadway Bank	General Fund	5.1300% 10/01/24	\$ 4,226,712.85	\$ 4,226,712.85			\$ 4,226,712.85	\$ 4,226,712.85
Sunflower Bank	General Fund	4.3620% 11/09/24	\$ 2,139,849.13	\$ 2,139,849.13	\$ -		\$ 2,139,849.13	\$ 2,139,849.13
Sunflower Bank	General Fund	4.3620% 11/09/24	\$ 4,346,019.82	\$ 4,346,019.82			\$ 4,346,019.82	\$ 4,346,019.82
<b>TOTAL</b>			<b>\$ 10,712,581.80</b>	<b>\$ 10,712,581.80</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,712,581.80</b>	<b>\$ 10,712,581.80</b>
			<b>BENCHMARK</b>		<i>CURRENT 90 DAY TREASURY BILL YIELDING RATE</i>		<b>5.2200%</b>	

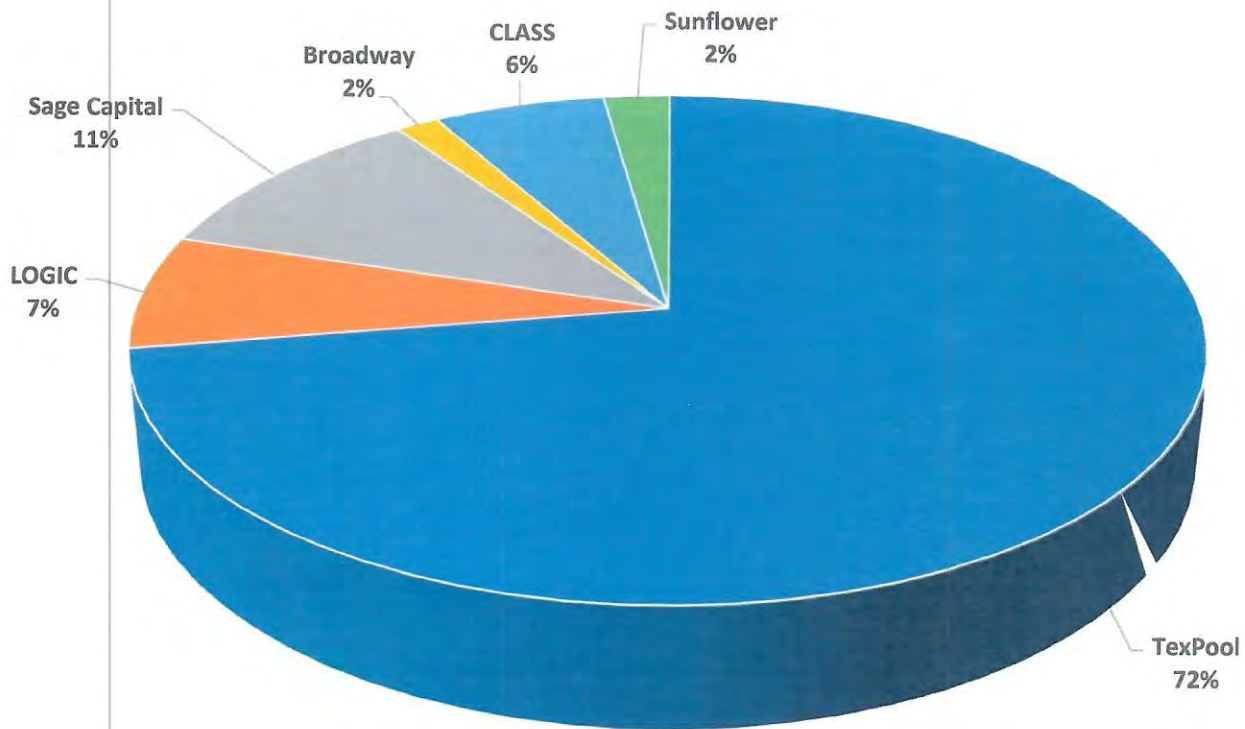
June 2024 Total Fund Balance: \$ 280,552,009.75

Summarization	Bal. 05/31/2024	Bal. 06/30/2024	Difference
Sage Capital Bank	\$ 33,688,305.62	\$ 29,564,771.35	\$ (4,123,534.27)
TexPool	\$ 215,042,232.48	\$ 203,143,064.86	\$ (11,899,167.62)
Class-MBIA	\$ 16,802,120.91	\$ 16,877,028.01	\$ 74,907.10
LOGIC	\$ 20,164,918.24	\$ 20,254,563.73	\$ 89,645.49
Certificate of Deposits	\$ 10,712,581.80	\$ 10,712,581.80	\$ -
Total Fund Balances	\$ 296,410,159.05	\$ 280,552,009.75	\$ (15,858,149.30)

Fund Balances: June 30, 2024




## Investment Allocation Totals: June 2024



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

  
Daphne Tenorio, Hays County Treasurer

  
Marisol Villarreal-Alonzo, Hays County Auditor



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Sponsor:

Commissioner Shell

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### Agenda Item:

Authorize the execution of a renewal agreement for \$33,281.40 for Westlaw online legal research services for use by Hays County judges and staff. **SHELL**

### Summary:

Per Section 323.023(b)(3) of the Texas Local Government Code, Law Library funds may be used to purchase electronic research subscriptions by judges in the County. The County Courts at Law, District Courts, and General Counsel offices currently use Westlaw for their services, and the Law Librarian respectfully requests the Court's consideration to renew the contract. The Westlaw subscription is a one-year contract. The FY2025 budget has the required funding for the agreement. The subscription agreement is for primary, secondary, and litigation resources.

The General Counsel office provides legal services to the Commissioners Court and is considered a part of the Courts. The General Counsel budget includes the funding for their Westlaw licenses and will pay for their user fee.

084-690-00.5448: Contract Services \$30,161.40 (FY25)

001-607-19.5448: Contract Services \$3,120 (FY25)

### Fiscal Impact:

Amount Requested: \$33,281.40 (FY25)

Line Item Number: 084-690-00.5448, 001-607-19.5448

Source of Funds: Law Library Fund, General Fund

### Fiscal Impact:

Amount Requested: \$33,281.40 (12 users at \$2,773.45 ea)

Line Item Number: 084-690-00.5448, 001-607-19.5448

### Budget Office:

Source of Funds: Law Library Fund & General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Texas Department of Information resources: DIR-CPO-5258

### Auditor's Office:

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

New Revenue Y/N?: N/A

Comments:

---

## Attachments

Agreement - Westlaw - Online Research



## Order Form

Order ID: Q-08785897

Contact your representative [randy.lysdale@thomsonreuters.com](mailto:randy.lysdale@thomsonreuters.com) with any questions. Thank you.

### Sold To Account Address

Account #: 1000028464  
HAYS COUNTY  
DISTRICT AND COUNTY COURTS  
712 S STAGECOACH TRL STE 2026  
SAN MARCOS TX 78666-6253 US

"Customer"

### Shipping Address

Account #: 1000028464  
HAYS COUNTY  
DISTRICT AND COUNTY COURTS  
712 S STAGECOACH TRL STE 2026  
SAN MARCOS TX 78666-6253 US

### Billing Address

Account #: 1000028464  
HAYS COUNTY  
DISTRICT AND COUNTY COURTS  
712 S STAGECOACH TRL STE 2026  
SAN MARCOS, TX 78666-6253  
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: <http://tr.com/federal-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

### ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$2,773.45	12

### Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

### Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

**Banded Product Subscriptions.** You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

### Miscellaneous



**Applicable Law.** If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

**Material Change.** If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>  
<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Confidentiality of Ordering Document.** You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

#### Product Specific Terms

**Document Intelligence Product Specific Terms:** The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

**Additional Terms for Services with Generative AI Skills:** The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: <http://tr.com/genai-terms>.

**CoCounsel Core and CoCounsel Drafting Product Specific Terms:** The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: <http://tr.com/cocounselcore-and-drafting-product-specific-terms>.

**Product Specific Terms and Service Levels:** The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

**The Federal Product Specific Terms can be found here:** <http://tr.com/federal-product-specific-terms>

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

**Drafting Tools Product Specific Terms:** The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst>.

**Amended Terms and Conditions**

**Government Non-Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Acknowledgement: Order ID: Q-08785897**

\_\_\_\_\_  
**Signature of Authorized Representative for order**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

This Order Form will expire and will not be accepted after 11/12/2024.



## Attachment

**Order ID: Q-08785897**

Contact your representative [randy.lysdale@thomsonreuters.com](mailto:randy.lysdale@thomsonreuters.com) with any questions. Thank you.

### Payment, Shipping, and Contact Information

**Payment Method:**

Payment Method: Bill to Account

Account Number: 1000028464

This order is made pursuant to: TX MSA DIR-CPO-5258 (TXM1)

**Order Confirmation Contact (#28)**

Contact Name: BARRON, MELODY

Email: [melody.barron@co.hays.tx.us](mailto:melody.barron@co.hays.tx.us)

**eBilling Contact**

Contact Name MELODY BARRON

Email [melody.barron@co.hays.tx.us](mailto:melody.barron@co.hays.tx.us)

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

### ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000028464	HAYS COUNTY	712 S STAGECOACH TRL STE 2026 SAN MARCOS TX 78666-6253 US	New

### ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
9	Attorneys	43102993	Westlaw Precision Preferred with AI-Assisted Research National Primary Law, Enterprise access, Government
9	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
9	Attorneys	42077868	Westlaw Multi-State Analytical, Enterprise access, Government

### Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
MELODY	BARRON	<a href="mailto:melody.barron@co.hays.tx.us">melody.barron@co.hays.tx.us</a>	EML PSWD CONTACT

### Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex





## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Sponsor:

Commissioner Shell

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### Agenda Item:

Authorize the execution of a renewal agreement for \$41,658.24 for Westlaw Patron Access for use by Hays County Law Library patrons. **SHELL**

### Summary:

A renewal subscription agreement for online legal research via Westlaw is submitted for the Commissioners Court consideration. The renewal agreement is for one year and locks in current prices with a flat monthly rate. Per Section 323.023 of the Texas Local Government Code, Law Library funds are for purchasing electronic research materials for use by Judges, patrons, and County residents representing themselves in legal matters. The FY2025 Law Library fund has the required funding for the agreement. Westlaw is the primary database used by patrons in the Law Library.

The subscription provides residents and employees of Hays County access to primary and secondary legal research materials. Primary legal research materials are resources that state the actual Law; secondary sources are materials that discuss, explain, and analyze the Law, including forms. The Law Library subscription includes access to primary Law, secondary, litigation, and practical law packages. The secondary law package includes treatises, practice guides, law reviews, forms, and journals. Secondary sources help patrons learn about an area of Law and provide citations to relevant statutes and cases. Practical Law provides patrons with expertly curated guides on areas of Law, written in plain language, so even non-attorneys can quickly become familiar with areas of Law. The Practical Law package provides checklists, toolkits, standard documents, presentations, and more. The Litigation package offers access to dockets, briefs, trial court orders, jury instructions, pleadings, motions, and memoranda. In addition, the Law Library plan provides access to titles from O'Connor's, a publisher of Texas statutes and forms books.

### Fiscal Impact:

Amount Requested: \$41,658.24 (12 users at \$3,471.52 ea)

Line Item Number: 084-690-00.5448: Contract Services

### Budget Office:

Source of Funds: Law Library Fund

Budget Amendment Required Y/N?: No

Comments: 084-690-00.5448

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Texas Department of Information Resources: DIR-CPO-5258

### Auditor's Office:

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

New Revenue Y/N?: N/A

Comments:

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### Attachments

Renewal Agreement - Westlaw Patron Access Law Library



## Order Form

Order ID: Q-08308249

Contact your representative [randy.lysdale@thomsonreuters.com](mailto:randy.lysdale@thomsonreuters.com) with any questions. Thank you.

### Sold To Account Address

Account #: 1003226965  
HAYS COUNTY LAW LIBRARY  
PATRON ACCESS  
712 STAGECOACH TRL STE 2026  
SAN MARCOS TX 78666-5071 US

"Customer"

### Shipping Address

Account #: 1003226965  
HAYS COUNTY LAW LIBRARY  
PATRON ACCESS  
712 STAGECOACH TRL STE 2026  
SAN MARCOS TX 78666-5071 US

### Billing Address

Account #: 1003226965  
HAYS COUNTY LAW LIBRARY  
PATRON ACCESS  
712 STAGECOACH TRL STE 2026  
SAN MARCOS, TX 78666-5071  
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: <http://tr.com/federal-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

### ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$3,471.52	12

### Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

### Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

### Miscellaneous

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

**Material Change.** If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>  
<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Confidentiality of Ordering Document.** You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

#### Product Specific Terms

**Document Intelligence Product Specific Terms:** The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

**Additional Terms for Services with Generative AI Skills:** The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: <http://tr.com/genai-terms>.

**CoCounsel Core and CoCounsel Drafting Product Specific Terms:** The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: <http://tr.com/cocounselcore-and-drafting-product-specific-terms>.

**Product Specific Terms and Service Levels:** The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

**The Federal Product Specific Terms can be found here:** <http://tr.com/federal-product-specific-terms>

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

**Drafting Tools Product Specific Terms:** The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst>.

**Government Non-Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Acknowledgement: Order ID: Q-08308249**

<div></div> <div>Signature of Authorized Representative for order</div>	<div></div> <div>Title</div>
<div></div> <div>Printed Name</div>	<div></div> <div>Date</div>

This Order Form will expire and will not be accepted after 11/23/2024.



## Attachment

Order ID: Q-08308249

Contact your representative [randy.lysdale@thomsonreuters.com](mailto:randy.lysdale@thomsonreuters.com) with any questions. Thank you.

### Payment, Shipping, and Contact Information

**Payment Method:**

Payment Method: Bill to Account

Account Number: 1003226965

This order is made pursuant to: TX MSA DIR-CPO-5258 (TXM1)

**Order Confirmation Contact (#28)**

Contact Name: Barron, Melody

Email: [melody.barron@co.hays.tx.us](mailto:melody.barron@co.hays.tx.us)

**eBilling Contact**

Contact Name Melody Barron

Email [melody.barron@co.hays.tx.us](mailto:melody.barron@co.hays.tx.us)

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

### ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1003226965	HAYS COUNTY LAW LIBRARY	712 STAGECOACH TRL STE 2026 SAN MARCOS TX 78666-5071 US	New

### ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
2	Seats	42733146	Pat Acc - Patron Access Edge - National Core (WestlawPRO™)
2	Seats	42567003	Pat Acc - National Analytical for Patron Access (WestlawPRO™)
2	Seats	42115623	Pat Acc - Litigation for Patron Access
2	Seats	42115625	GVT Pat Acc - Practical Law For Patron Access
2	Seats	42115618	Pat Acc - Related Documents For Patron Access (Westlaw PRO™)

### Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Melody	Barron	<a href="mailto:melody.barron@co.hays.tx.us">melody.barron@co.hays.tx.us</a>	EML PSWD CONTACT
Melody	Barron	<a href="mailto:melody.barron@co.hays.tx.us">melody.barron@co.hays.tx.us</a>	PATRON ACC TECH CONT

### IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1					

### Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42733145	Pat Acc - Patron Access Edge - National Core (WestlawPRO™)
42567002	Pat Acc - National Analytical for Patron Access (WestlawPRO™)
42115617	Pat Acc - Related Documents For Patron Access (Westlaw PRO™)
42115626	GVT Pat Acc - Practical Law For Patron Access
42115624	Pat Acc - Litigation for Patron Access



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

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### Agenda Item:

Authorize the execution of the annual renewal agreement between the Hays County Parks Department/Countywide Operations and SHI International in the amount of \$9,365.85 for continued access to the online reservation systems with Checkfront. **SHELL/T.CRUMLEY**

### Summary:

The Hays County Parks Department and Countywide Operations utilize Checkfront Inc. as their online reservation system for Jacob's Well Natural Areas, Dahlstrom Preserve, County pool vehicles, and the Government Center conference room reservations. The funding for this contract renewal is outlined in the FY25 proposed budget.

The County will be obtaining the services provided by Checkfront through SHI International's Omnia Partner contract 2024056-02.

### Fiscal Impact:

Amount Requested: \$8,660.00

Line Item Number: 001-712-00.5429 \$785.00 (Pool Car and Conference Room Reservations)

001-700-00.5429 \$7,875.00 (Park Reservations)

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Omnia Partner contract 2024056-02

### Auditor's Office:

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

New Revenue Y/N?: N/A

Comments:

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### Attachments

SHI Quote - Checkfront



Pricing Proposal  
Quotation #: 25302095  
Created On: Sep-12-2024  
Valid Until: Nov-27-2024

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## TX-County of Hays Auditor

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### Stephanie Hunt

Phone: (512) 393-2267

Fax:

Email: stephanie.hunt@co.hays.tx.us

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## Inside Account Manager

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### Lauren Allen

290 Davidson Ave

Somerset, NJ 08873

Phone: 732-868-6210

Fax:

Email: lauren\_allen@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	Annual Enterprise Licence (User Accounts) -jwna.checkfront.com Checkfront - Part#: NPN-CHECK-ANNUA-A Contract Name: Omnia IT Solutions, Products & Services Contract #: 2024056-02 Note: Software, ESD	12	\$774.38	\$709.74	\$8,516.88
2	Annual Enterprise Licence (User Accounts) - haysvehiclereservations.checkfront.com Checkfront - Part#: NPN-CHECK-ANNUA-A Contract Name: Omnia IT Solutions, Products & Services Contract #: 2024056-02 Note: Software, ESD	3	\$308.77	\$282.99	\$848.97
				Total	\$9,365.85

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## Additional Comments

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Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

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### Agenda Item:

Authorize payment to Red River Restoration in the amount of \$2,499.50 for additional work needed to repair and replace damaged window panes at the Historic Courthouse and amend the budget accordingly. **INGALSBE/T.CRUMLEY**

### Summary:

On April 9, 2024, the Commissioners Court approved Red River Restorations to repair some damaged windows at the Historic Courthouse. The estimate for the repairs was \$2,120.70 (\$212.07 deposit). Upon doing the work it was realized that there needed additional repairs/replacements to be done, and some of the originally quoted windows were more damaged than originally thought. The additional cost for the repairs is \$2,499.50. Original PO \$2,120.70 - \$212.07 deposit - \$4,408.13 final invoice = \$2,499.50

### Fiscal Impact:

Amount Requested: \$2,499.50

Line Item Number: 001-695-00.5741\_400

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Budget amendment is for Fiscal Year 2024 expenditure.

\$2,500 - Increase Misc Capital Improvements\_Operating 001-695-00.5741\_400

(\$2,500) - Decrease Building Maintenance & Repairs 001-695-00.5451

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Commissioners Court approval, waiver to the purchasing policy

### Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

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## Attachments

Red River Invoice  
4-9-24 Agenda Item



Red River Restorations  
116 Hoxie St  
Coupland, TX 78615 US  
+1 5127059086  
katie@redriverrestorations.com  
www.redriverrestorations.com

Invoice

BILL TO
Hays County, Auditor 712 South Stagecoach Trail San Marcos, TX 78666 US

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1126	08/30/2024	\$4,408.13	09/09/2024	Net 10	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Glass	Actual labor with increased scope of extraction/installation, adding another sash/ broken pane and assessing wheel window and dome skylight at field rate \$125/hour	1	3,197.50	3,197.50
	Travel Time	Travel Time \$50/ hour of drive time	1	337.50	337.50
	Travel mileage	Travel mileage \$0.67 per mile	1	221.13	221.13
	Parts and Materials	Upgraded glass to wavy \$125 per pane X 4 + paint	1	652.00	652.00

Hays County Courthouse Glass Replacement	SUBTOTAL	4,408.13
	TAX	0.00
	TOTAL	4,408.13
	BALANCE DUE	\$4,408.13

AGENDA ITEM REQUEST FORM: **G.6.****Hays County Commissioners Court****Date:** 04/09/2024**Requested By:**

T. CRUMLEY

**Sponsor:**

Commissioner Ingalsbe

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**Agenda Item:**

Authorize the County Judge to execute a proposal with Red River Restorations for the replacement and repair of window glass at the Historical Courthouse in the amount of \$2,120.70; authorize a waiver to the purchasing policy to obtain three quotes and amend the budget accordingly. **INGALSBIE/T.CRUMLEY**

**Summary:**

Authorize Building Maintenance to have Red River Restorations (RRR) repair and/or replace three panes of historical glass at the Courthouse. The three panes were damaged/broken due to holiday lights being adhered to them by a third-party. Building Maintenance has secured this proposal from RRR because they are the company that did the complete Courthouse window restoration project in 2018. A 10% deposit/down payment is required for the project to begin. Funding has been identified in the Building Maintenance FY24 operating budget.

**Fiscal Impact:**

Amount Requested: \$2,120.70 (\$212.70 deposit)  
Line Item Number: 001-695-00.5741\_400

**Budget Office:**

Source of Funds: General Fund  
Budget Amendment Required Y/N?: Yes  
Comments: N/A  
\$2,121 - Increase Misc. Capital Improvements Operating 001-695-00.5741\_400  
(\$2,121) - Decrease Building Maintenance & Repair 001-695-00.5451

**Purchasing Office:**

Purchasing Guidelines Followed Y/N?: No  
Comments: requesting a waiver to the purchasing policy to obtain three quotes

**Auditor's Office**

G/L Account Validated Y/N?: Yes  
New Revenue Y/N?: N/A  
Comments:

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**Attachments**

Red River Proposal  
Initial 10% Due

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## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

T.CRUMLEY/CUTLER

Sponsor:

Commissioner Ingalsbe

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### Agenda Item:

Authorize the acceptance of a grant award from the Office of the Governor, FY25 Body Worn Camera Grant Program in the amount of \$215,049.86 and amend the budget accordingly. **INGALSBE/T.CRUMLEY/CUTLER**

### Summary:

Hays County has been awarded grant funds for the purchase of 184 body-worn cameras to be used by the Hays County Sheriff's Office (178 cameras), and Office of Emergency Services (6 cameras). These cameras are crucial tools that benefit both deputies and the public during various interactions, such as traffic stops or engagements with community members. The proposed acquisition reflects a proactive effort by law enforcement to enhance accountability and transparency, ensuring that officers and citizens alike are protected and their actions accurately documented. The grant award is for \$215,049.86 and there is a 25% cost match resulting in a required match of \$71,683.29.

The submission of this grant was approved in court on February 6, 2024

Grant Number:4946301

Grant Period 9/1/2024 - 8/31/2025

### Fiscal Impact:

Amount Requested: \$71,683.29 (cash match)

Line Item Number: 001-618-99-218.5429/001-656-99-218.5429

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: FY25 approved equipment items have been identified for removal in order to meet the cash match requirement.

(\$203,446) - Increase Jail Intergovernmental Revenue 001-618-99-218.4301

\$272,076 - Increase Jail Software Maintenance 001-618-99-218.5429

(\$57,308) - Decrease Jail Misc. Equipment\_Capital 001-618-03.5719\_700 (remove 3 replacement RTU's)

(\$11,322) - Decrease Jail Communication Equipment\_Operating 001-618-03.5715\_400 (remove 14 replacement radios)

(\$11,604) - Increase OES Intergovernmental Revenue 001-656-99-218.4301

\$14,658 - Increase OES Software Maintenance 001-656-99-218.5429

(\$3,054) - Decrease OES Computer Equipment\_Operating 001-656-00.5712\_400 (remove 3 AB3 camera bundle)

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: the purchase of the body cameras must follow the purchasing policy and grant guidelines

### Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

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## Attachments

Statement of Grant Award

Body Worn Camera Grant Application

## Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

<b>Grant Number:</b>	4946301	<b>Award Amount:</b>	\$215,049.86
<b>Date Awarded:</b>	9/3/2024	<b>Grantee Cash Match:</b>	\$71,683.29
<b>Grant Period:</b>	09/01/2024 - 08/31/2025	<b>Grantee In Kind Match:</b>	\$0.00
<b>Liquidation Date:</b>	11/29/2025	<b>Grantee GPI:</b>	\$0.00
<b>Program Fund:</b>	BC-Body-Worn Camera (BWC) Program	<b>Total Project Cost:</b>	\$286,733.15
<b>Grantee Name:</b>	Hays County		
<b>Project Title:</b>	Body Worn Cameras		
<b>Grant Manager:</b>	Harley Woody		
<b>Unique Entity Identifier (UEI):</b>	RH4DFY1GC2R3		

<b>CFDA:</b>	N/A
<b>Federal Awarding Agency:</b>	N/A - State Funds
<b>Federal Award Date:</b>	N/A - State Funds
<b>Federal/State Award ID Number:</b>	2025-BC-ST-0020
<b>Total Federal Award/State Funds Appropriated:</b>	\$10,000,000.00
<b>Pass Thru Entity Name:</b>	Texas Office of the Governor – Criminal Justice Division (CJD)
<b>Is the Award R&amp;D:</b>	No
<b>Federal/State Award Description:</b>	Funds are used for the purchase of body cameras and digital storage systems to serve as a tool in a law enforcement comprehensive problem-solving approach to enhance officer interactions with

the public, build community trust, and gather important evidence for use in the prosecution of crimes.

[Print This Page](#)

**Agency Name:** Hays County

**Grant/App:** 4946301 **Start Date:** 9/1/2024 **End Date:** 8/31/2025

**Project Title:** Body Worn Cameras

**Status:** Pending AO Acceptance of Award

## **Narrative Information**

### **Introduction**

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.

### **Program-Specific Questions**

#### **Organization Information**

The number of licensed officers directly employed by the applicant agency:

206

The number of licensed, front-line officers who are engaged in traffic or highway patrol or otherwise regularly detain or stop motor vehicles, or are primary responders who respond directly to calls for assistance from the public:

188

### **Certifications**

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

### **Constitutional Compliance**

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

### **Eligible Officers**

Applicant assures that grant funds will be used only to equip peace officers of a municipal police department or sheriff's office, who are engaged in traffic or highway patrol otherwise regularly detain or stop motor vehicles; or are primary responders who respond directly to calls for assistance from the public.

### **Reporting Requirements**

Applicant assures that it will annually file reports with the Texas Commission on Law Enforcement (TCOLE), in a manner prescribed by TCOLE, regarding the costs of implementing a body worn camera program, including all known equipment costs and costs for data storage.

### **Body-Worn Camera Policy**

Applicant assures that it will adopt a policy for the use of body-worn cameras which, at a minimum, includes all provisions described in Sec. 1701.655 of the Texas Occupations Code.

### **Cybersecurity Training Requirement**

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information [Resources Statewide Cybersecurity Awareness Training](#) page.

### **Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

### **Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

### **Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses**

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault

Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

### **Compliance with State and Federal Laws, Programs and Procedures**

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2025 or the end of the grant period, whichever is later.

### **Overall Certification**

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

**X I certify to all of the application content and requirements.**

### **Project Abstract :**

All of these engage in traffic or highway patrol or otherwise regularly detain or stop motor vehicles or are primary responders who respond directly to calls for assistance from public departments. All of the departments included in this grant proposal are Texas Peace Officers. Per Article 2.12 these departments qualify because they all participate in traffic stops involving public safety. Hays County Sheriff's Office and Constable's Office Precinct 1, and The Office of Emergency Services are exploring the implementation of body-worn cameras to enhance transparency and accountability during their routine operations. Hays County will use the cameras for numerous reasons. For example, footage from body cameras can be used for training purposes, allowing officers to review and learn from real-life scenarios. The primary significance of body cameras lies in their ability to promote accountability among officers. With the equipment present these act as a deterrent against misconduct and encourage adherence to established protocols and guidelines.

### **Problem Statement :**

According to U.S Census data for 2021 this showed that Hays County is the fastest-growing county in the nation. From 2010-2021 Hays County grew from 83,960 residents to 241,067 residents. As this will become a problem in the future with Hays County continuing to grow in population, the law enforcement offices seek to ensure that their officers are being equipped with the right tools that will allow improved community relations, accountability, and transparency through the availability of video footage that builds trust and understanding through law enforcement and the public Hays County serves. Body-worn cameras will allow Hays County to take critical steps to address ensuring fairness, justice, and enhance public safety within the county as it continues to grow.

### **Supporting Data :**

Hays County law enforcement officers engage in numerous public service engagements every day throughout the year. Hays County aims to enhance accountability by implementing body-worn cameras to facilitate video recording of public service engagements and various interactions. While Hays County continues to grow, law enforcement officers require the need for additional body-worn cameras so that there will be no significant challenges inaccurately documenting incidents, establishing accountability, and fostering trust between the communities Hays County serves.



### **Project Approach & Activities:**

Hays County law enforcement deputies seek to approach body-worn cameras in professional development. Hays County will utilize the tool as an invaluable resource for training and professional development. Hays County officers understand that the use of this equipment can prompt individuals to remain calmer, reducing the likelihood of confrontations and contributing to conflict resolution. Training with this equipment gives the officers the ability to review and learn from real-life scenarios, refining their decision-making skills and improving overall performance.

### **Capacity & Capabilities:**

Hays County law enforcement deputies collaborate in numerous special programs and events involving the citizens' safety in the county. Events include Sheriff's Citizens Academy, Business Watch, Neighborhood Watch, and Volunteer in Police Services. These collaborative events allow law enforcement officers to serve and protect the citizens around them while being recorded to ensure that transparency and accountability are upheld. Additionally, the Hays County law enforcement office's proactive community engagement initiatives and implementation of crime prevention programs highlight their capability to foster a safer environment through proactive measures.

### **Performance Management :**

Hays County law enforcement deputies overall goal and objective is to enhance transparency and accountability with the use of body-worn cameras. Hays County is seeking to obtain more efficient crucial evidence in the investigation and legal proceedings that may show an accurate depiction of events, and ensure fair trials by presenting a factual account of incidents. Strategic planning Hays County performs risk assessments to better understand potential threats, vulnerabilities, and risks associated with a situation or area. To keep track of this program Hays County Sheriff's Office and Constables Office will verify that all grant equipment is being used as detailed in this current application. Hays County has staff that primarily focuses on managing grant equipment and monies.

### **Target Group :**

Hays County propounds the law enforcement offices to provide quality service to the population at hand. The mandatory equipment stands to enhance various facets, such as public schools, events, and everyday traffic stops, yet its broad applicability across police training and other areas may necessitate a more detailed assessment of specific needs and potential limitations within each context.

### **Evidence-Based Practices:**

As Hays County continues to grow this means the population gets bigger. The Hays County Sheriff's Office and Constable Office Precinct 1 are dedicated to providing the utmost service to the community at stake. With the requested equipment this will allow the officers to provide accountability and transparency with the assistance of body-worn cameras. This tool may be used as a training resource for fellow officers to enhance their peace officer skills for the inhabitants of Hays County.

You are logged in as **User Name:** judgebecerra

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**Agency Name:** Hays County

**Grant/App:** 4946301 **Start Date:** 9/1/2024 **End Date:** 8/31/2025

**Project Title:** Body Worn Cameras

**Status:** Pending AO Acceptance of Award

### Project Activities Information

#### Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

#### Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Body-Worn Camera Program Implementation	100.00	The granted Hays County Law Enforcement deputies will integrate these cameras into their daily operations, employing them as indispensable tools for documenting and enhancing situational awareness in the field.

#### CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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**Agency Name:** Hays County  
**Grant/App:** 4946301 **Start Date:** 9/1/2024 **End Date:** 8/31/2025

**Project Title:** Body Worn Cameras  
**Status:** Pending AO Acceptance of Award

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of body-worn cameras purchased with grant funds.	188

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
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Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

**Agency Name:** Hays County  
**Grant/App:** 4946301 **Start Date:** 9/1/2024 **End Date:** 8/31/2025

**Project Title:** Body Worn Cameras  
**Status:** Pending AO Acceptance of Award

### Budget Details Information

#### Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Supplies and Direct Operating Expenses	Body Camera and Accessories (\$5,000 or less per unit)	Hays County Sheriff's Office: AXON Model 3, 178 units x \$963.00 = \$171,414. Constable Office Precinct 1: AXON Model 2, 4 units x \$755.82 = \$3,023.28. Hays County Office of Emergency Services: AXON Model 4, 6 units x \$2,442.92 = \$14,657.52. Software/Service - \$548.53 per camera x 178 = \$97,638.34. The model number for all cameras is 80146. AXON BODY - PSO - VIRTUAL STARTER. The date range for the software/service will be from 9/1/24-8/31/25. The purpose of this service is to have storage and live recording/training recordings. This also includes any software updates for the cameras, etc. The	\$215,049.86	\$71,683.29	\$0.00	\$0.00	\$286,733.15	0

		software/service is included in the unit prices. Unit costs are for only cameras and software/service. Each item has a different cost due to being different models.						
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You are logged in as **User Name:** judgebecerra

**Hays County Commissioners Court**

Date: 10/01/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

**Agenda Item:**

Authorize the acceptance of Amendment Number 4 to the Department of State Health Services, Infectious Disease Control Unit - COVID-19 (IDCU-COVID-19) grant award and amend the budget accordingly. **INGALSBE/T.CRUMLEY**

**Summary:**

DSHS has elected to add \$97,291.00 in grant funding to the existing IDCU-COVID-19 grant contract. These funds must be used for activities related to the detection and observation of COVID-19 and respiratory illnesses. The Hays County Health Department will use these additional funds to hire an additional Epidemiologist as well as supplies and equipment to support the position.

Grant period: 8/3/2020 - 7/31/2026

Contract Number HHS000812700024

**Fiscal Impact:**

Amount Requested: None

Line Item Number: 120-675-99-139]

**Budget Office:**

Source of Funds: Department of State Health Services Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: Budget FY25 grant award for use.

(97,291)	Increase Intergovernmental Revenue	120-675-99-139.4301
65,772	Increase Staff Salaries	120-675-99-139.5021
4,078	Increase FICA	120-675-99-139.5101_100
954	Increase Medicare	120-675-99-139.5101_200
8,991	Increase Retirement	120-675-99-139.5101_300
11,350	Increase Medial Insurance	120-675-99-139.5160_400
384	Increase Dental Insurance	120-675-99-139.5160_500
66	Increase Life Insurance	120-675-99-139.5160_600
2,500	Increase Computer Equipment	120-675-99-139.5712_400
300	Increase Office Supplies	120-675-99-139.5211
1,000	Increase Data Supplies	120-675-99-139.5202
600	Increase Telephone & Data Lines	120-675-99-139.5489
93	Increase Software Maintenance	120-675-99-139.5429
1,203	Increase Printing	120-675-99-139.5461

**Purchasing Office:**

Purchasing Guidelines Followed Y/N?: TBD

Comments: Supplies and Equipment purchases must follow the purchasing policy

**Auditor's Office**

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$97,291 in Intergovernmental Revenue

Comments:

Amendment  
Budget

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS000812700024  
AMENDMENT NO. 4**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**” or “**DSHS**”) and **HAYS COUNTY HEALTH DEPARTMENT** (“**GRANTEE**”), each a “Party” and collectively referred to as the “Parties” to that certain grant contract for SARS-CoV-2 epidemiology, surveillance, and enhanced laboratory activities effective August 3, 2020, and denominated DSHS Contract No. HHS000812700024 (“Contract”), as amended, now desire to further amend the Contract.

**WHEREAS**, the Parties desire to revise the Statement of Work; and

**WHEREAS**, the Parties desire to revise the Budget to add additional funding for SARS-CoV-2 outbreak response activities.

**NOW, THEREFORE**, the Parties amend and modify the Contract as follows:

1. **SECTION IV, BUDGET**, of the Contract is hereby amended to add **\$97,291.00** to the Contract for the period beginning with the effective date of this Amendment No. 4 and ending July 31, 2026, for SARS-CoV-2 outbreak response activities. The total amount of this Contract will not exceed **\$330,789.00**.
2. **ATTACHMENT A-1, REVISED STATEMENT OF WORK**, is deleted in its entirety and replaced with **ATTACHMENT A-4, REVISED STATEMENT OF WORK**, which is attached to this Amendment and incorporated as part of the Contract for all purposes.
3. **ATTACHMENT A-3, REVISED SUPPLEMENTAL STATEMENT OF WORK**, is deleted in its entirety.
4. **ATTACHMENT B-2, REVISED BUDGET**, is deleted in its entirety and replaced with **ATTACHMENT B-3, REVISED BUDGET**, which is attached to this Amendment and incorporated as part of the Contract for all purposes.

All expenditures under the Contract will be in accordance with **ATTACHMENT B-3, REVISED BUDGET**.

5. **ATTACHMENT A-4, REVISED STATEMENT OF WORK** is attached to this Amendment No. 4 and incorporated as part of the Contract for all purposes.
6. **ATTACHMENT B-3, REVISED BUDGET**, is attached to this Amendment No. 4 and incorporated as part of the Contract for all purposes.
7. This Amendment No. 4 shall be effective as of the date last signed below.
8. Except as amended and modified by this Amendment No. 4, all terms and conditions of the Contract, as amended, shall remain in full force and effect.



9. Any further revisions to the Contract shall be by written agreement of the Parties.
10. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 4**  
**DSHS CONTRACT NO. HHS000812700024**

**SYSTEM AGENCY**

**GRANTEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

## **ATTACHMENT A-4 REVISED STATEMENT OF WORK**

### **I. GRANTEE RESPONSIBILITIES**

Grantee will perform activities as submitted in their DSHS approved budgets for this specific funding Contract period. COVID-funded laboratory, surveillance, epidemiology, and informatics personnel may work on other respiratory pathogens and syndromes more broadly, in addition to SARS-CoV-2 and COVID-19, as long as COVID-19 testing or surveillance is included in the effort. In this Statement of Work where COVID-19 is referenced, it will now include other respiratory pathogens and syndromes. All activities must be listed below to be approved for this funding and any additional activities not listed in the approved budget must be submitted for DSHS consideration and approval. The activities for this Contract funding period are as follows:

#### **A. Enhance Laboratory, Surveillance, Informatics and other Workforce Capacity, including:**

1. Train and hire staff to improve laboratory workforce ability to address issues around laboratory safety, quality management, inventory management, specimen management, diagnostic and surveillance testing and reporting results.
2. Build expertise for healthcare and community outbreak response and infection prevention and control (IPC) among local health departments.
3. Train and hire staff to improve the capacities of the epidemiology and informatics workforce to effectively conduct surveillance and response of COVID-19 and other emerging infections and conditions of public health significance. This should include staff who can address unique cultural needs of those at higher risk for COVID-19. Grantee may not incur COVID-19 contact tracing or contact tracing call center expenditures after 8/31/2021.
4. Build expertise to support management of the COVID-19-related activities within the jurisdiction and integrate into the broader Epidemiology and Laboratory Capacity (ELC) portfolio of activities (e.g., additional leadership, program and project managers, budget staff, etc.).
5. Increase capacity for timely data management, analysis, and reporting for COVID-19 and other emerging coronavirus and other infections and conditions of public health significance.

#### **B. Strengthen Laboratory Testing**

1. Establish or expand capacity to test for SARS-CoV-2/COVID-19 quickly, accurately and safely and build infectious disease preparedness for future novel

coronavirus and other events involving other pathogens with potential for broad community spread.

- a. Develop systems to improve speed and efficiency of specimen submission to clinical and reference laboratories.
  - b. Strengthen ability to rapidly respond to testing (e.g., nucleic acid amplification test [NAAT], antigen, etc.) as necessary to ensure that optimal utilization of existing and new testing platforms can be supported to help meet increases in testing demand in a timely manner. Laboratory Response Networks (LRNs) and Local Health Departments (LHDs) with laboratories are strongly encouraged to diversify their testing platforms to enable them to pivot depending on reagent and supply availabilities.
  - c. Perform serology testing with an FDA Emergency Use Authorization (EUA) authorized serological assay as appropriate to respond to emerging pandemics in order to conduct surveillance for past infection and monitor community exposure.
  - d. Build local capacity for testing of SARS-CoV-2/COVID-19 including within high-risk settings or in vulnerable populations that reside in their communities.
  - e. Apply laboratory safety methods to ensure worker safety when managing and testing samples that may contain SARS-CoV-2/COVID-19.
  - f. Laboratories and LRNs are encouraged to implement new technologies to meet local needs.
  - g. Augment or add specificity to existing laboratory response plans for future coronavirus and other outbreak responses caused by an infectious disease. Provider must be able to establish a plan to maintain the activity when the funds are no longer available. This is an optional activity.
2. Enhance laboratory testing capacity for SARS-CoV-2/COVID-19 by ensuring public/private laboratory testing providers have access to biosafety resources for SARS-CoV-2 specimen collection and/or testing.

### **C. Advance Electronic Data Exchange at Public Health Labs**

1. Enhance and expand laboratory information infrastructure, to improve jurisdictional visibility on laboratory data (tests performed) from all testing sites and enable faster and more complete data exchange and reporting with DSHS.
  - a. Employ a well-functioning Laboratory Information Management System (LIMS) to support efficient data flows within the Public Health Laboratory (PHL) and its partners. This includes expanding existing capacity of the current LIMS to improve data exchange and increase data flows through LIMS maintenance, new configurations/modules, and enhancements. Implement new/replacement LIMS where needed.

**Note:** If implementing new or replacement systems, develop an implementation plan, including appropriate milestones and timeline to completion. Implementation plans will be reviewed and approved for consistency with the activities set forth by DSHS prior to start of implementation. Completion of the implementation plan is DSHS verifying that the submitted electronic laboratory reporting (ELR) feeds

have been successfully processed in National Electronic Disease Surveillance System (NEDSS).

- b. Ensure ability to administer LIMS. Ensure the ability to configure all tests that are in LIMS, including new tests, EUAs, etc., in a timely manner. Ensure expanding needs for administration and management of LIMS are covered through dedicated staff.
- c. Interface diagnostic equipment to directly report laboratory results into LIMS.

#### **D. Improve Surveillance and Reporting of Electronic Health Data**

1. Establish complete, up-to-date, timely reporting to DSHS of outbreaks and unusual expression of disease (e.g., multi-system inflammatory syndrome, acute flaccid myelitis, etc.) due to COVID-19 and other emerging infections which impact conditions of public health significance by:
  - a. Establishing or enhancing community-based surveillance, including surveillance of vulnerable populations, individuals without severe illness, those with recent travel to high-risk locations, or who are contacts to known cases; and
  - b. Monitoring changes to activity trends (weekly, possibly daily) of COVID-19 and other conditions of public health significance at the county or Zip code level to inform community mitigation strategies.
2. Establish additional and ongoing surveillance methods (e.g., sentinel surveillance) for COVID-19 and other conditions of public health significance.
3. At the health department, enhance capacity to work with testing facilities to onboard and improve ELR, including to receive data from new or non-traditional testing settings. Use alternative data flows (e.g., reporting portals) and file formats (e.g., CSV or XLS) to help automate where appropriate.
4. Improve understanding of capacity, resources, and patient impact at healthcare facilities through electronic reporting.
  - a. Expand reporting facility capacity, resources, and patient impact information, such as patients admitted and hospitalized, in an electronic, machine-readable, as well as human-readable, visual and tabular manner, to achieve 100% coverage in jurisdiction and include daily data from all acute care, long-term care, and ambulatory care settings. Use this data to monitor facilities with confirmed cases of SARS-CoV-2/COVID-19 infection or with COVID-like illness among staff or residents and facilities at high risk of acquiring SARS-CoV-2/COVID-19 cases and COVID-like illness among staff or residents.
  - b. Increase Admit, Discharge, Transfer (ADT) messaging and use to achieve comprehensive surveillance of emergency room visits, hospital admissions, facility and department transfers, and discharges to provide an early warning signal, to monitor the impact on hospitals, and to understand the growth of serious cases requiring admission.

- c. Track and send Emergency Department and outpatient visits for coronavirus (COVID)-like illness, as well as other illnesses, to Texas Syndromic Surveillance System (TxS2).
5. Establish or improve systems to ensure complete, accurate and timely data transmission that allows for automated transmission of data to DSHS in a machine-readable format.

**Note:** Use of an existing DSHS system is preferred. If implementing new or replacement systems, develop an implementation plan, including the process for automatic transmission of data to DSHS in a machine-readable format, appropriate milestones and timeline to completion. Implementation plans will be reviewed and approved for consistency with the activities set forth by DSHS prior to start of implementation.

- a. In the event of a COVID-19-associated outbreak, a local health department should notify DSHS of the outbreak as soon as possible, by calling 512-776-7676 or emailing [EAIDU-Coronavirus@dshs.texas.gov](mailto:EAIDU-Coronavirus@dshs.texas.gov).
- b. In the event of a COVID-19-associated outbreak, a DSHS Respiratory Outbreak Form along with a line listing of cases, if possible, should be completed and submitted to EAIDU within seven days of outbreak resolution via [EAIDU-Coronavirus@dshs.texas.gov](mailto:EAIDU-Coronavirus@dshs.texas.gov) or by fax at 512-776-7616.
- c. Establish these systems in such a manner that they may be used on an ongoing basis for surveillance of, and reporting on, routine and other threats to the public health and conditions of public health significance.

#### **E. Use Laboratory Data to Enhance Investigation, Response and Prevention**

- 1. Use laboratory data to initiate and conduct outbreak and/or unusual expression of disease investigation and public health follow-up activities and implement containment measures.
  - a. Conduct necessary outbreak investigation and public health follow-up activities. Activities may include traditional case investigation for cases associated with an outbreak and public health follow-up activities and/or proximity/location-based methods, as well as methods adapted for healthcare facilities, employers, elementary and secondary schools, childcare facilities, institutions of higher education or in other settings. Data must be entered into the DSHS data system in accordance with DSHS published guidance. Grantee may not incur COVID-19 contact tracing or contact tracing call center expenditures beyond 8/31/2021.
  - b. Utilize tools (e.g., geographic information systems and methods) that assist in the rapid mapping and tracking of disease cases for timely and effective epidemic monitoring and response, incorporating laboratory testing results and other data sources.
  - c. Assist in identifying facilities that are not submitting data through ELR. Provide these facilities with information on the ELR onboarding process and the appropriate contact information of DSHS team who can onboard the

facility to have their data be reported electronically and no longer sent by fax. Also provide the names of these facilities to the DSHS team.

2. Identify cases associated with an outbreak, and exposure to COVID-19 in high-risk settings or within populations at increased risk of severe illness or death to target mitigation strategies and referral for therapies (for example, monoclonal antibodies) to prevent hospitalization.
  - a. Assess and monitor infections in healthcare workers across the healthcare spectrum.
  - b. Monitor cases associated with an outbreak, and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk healthcare facilities (e.g., hospitals, dialysis clinics, cancer clinics, nursing homes, other long-term care facilities, etc.).
  - c. Monitor cases associated with an outbreak, and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk occupational settings (e.g., meat processing facilities) and congregate living settings (e.g., correctional facilities, prisons, youth homes, shelters).
  - d. Work with DSHS to build capacity for reporting, rapid containment and prevention of SARS-CoV-2/COVID-19 within high-risk settings or in vulnerable populations that reside in their communities.
  - e. Jurisdictions should ensure systems are in place to link test results to relevant public health strategies, including prevention and treatment.

**Note:** Utilization of an existing DSHS system is preferred. If implementing new or replacement systems, develop an implementation plan, including the process for automatic transmission of data to DSHS in a machine-readable format, appropriate milestones and timeline to completion. Implementation plans will be reviewed and approved for consistency with the activities set forth by DSHS prior to start of implementation.

3. Implement prevention strategies in high-risk settings or within vulnerable populations (including tribal nations as appropriate),

**Note:** These additional resources are intended to be directed toward testing, outbreak investigation and public health follow-up activities, surveillance, containment, and mitigation, including support for workforce, epidemiology, use by employers, elementary and secondary schools, childcare facilities, institutions of higher education, long-term care facilities, or in other settings, scale-up of testing by public health, academic, commercial, and hospital laboratories, and community-based testing sites, mobile testing units, healthcare facilities, and other entities engaged in COVID-19 testing, and other related activities related to COVID-19 testing, case investigation and public health follow-up activities, surveillance, containment, and mitigation which may include interstate compacts or other mutual aid agreements for such purposes.



- a. Build capacity for infection prevention and control in long-term care facilities (LTCFs) (e.g., at least one Infection Preventionist [IP] for every facility) and outpatient settings.
    - i. Build capacity for LTCFs to safely care for infected and exposed residents of LTCFs and other congregate settings.
    - ii. Assist with enrollment of all LTCFs into CDC's National Healthcare Safety Network (NHSN) at <https://www.cdc.gov/nhsn/ltc/enroll.html>.
  - b. Build capacity for infection prevention and control in elementary and secondary schools, childcare facilities, and/or institutions of higher education.
  - c. Increase Infection Prevention and Control (IPC) assessment capacity on site using tele-ICAR.
  - d. Perform preparedness assessment to ensure interventions are in place to protect high-risk populations.
  - e. Coordinate as appropriate with federally funded entities responsible for providing health services to higher-risk populations (e.g., tribal nations and federally qualified health centers).
- F.** Work with healthcare system to manage and monitor system capacity.
  1. Assess and monitor the number and availability of critical care staff, necessary personal protective equipment (PPE) and potentially life-saving medical equipment, as well as access to testing services.
  2. Leverage NHSN data to **monitor** healthcare worker staffing, Patient Impact, Hospital Capacity, and healthcare supplies (PPE, PAPRs, ventilators, etc.). Grantee will request access to the NHSN database within thirty (30) days of the execution of this Contract or within thirty (30) days of hire for the position completing the data entry. Upon access approval, Grantee will review available NHSN data (at least monthly) to assess gaps in the healthcare system.
- G.** Improve understanding of jurisdictional communities with respect to COVID-19 risk. Grantee must build an understanding of population density and high-risk population density (i.e., population of >65 yrs., proportion of population with underlying conditions, households with limited English fluency, healthcare-seeking behavior, populations without insurance and those below poverty level).
- H.** Submit a quarterly report on the report template to be provided by DSHS. Quarterly reports are due on or before the 15<sup>th</sup> of the month following the end of the quarter. Each report must contain a summary of activities that occurred during the preceding quarter for each activity listed above in Section I, Subsections A through G. Submit quarterly reports by electronic mail to [COVID.Contracts@dshs.texas.gov](mailto:COVID.Contracts@dshs.texas.gov). The email "Subject Line" and the name of the attached file for all reports should be clearly identified with the Grantee's Name, Contract Number, IDCU/COVID and the quarter the report covers.
- I.** May use funds to pay pre-award costs which date back to January 20, 2020, that are directly related to the COVID-19 outbreak response. All pre-award costs must be approved in writing by DSHS.

**J.** Not use funds for research, clinical care, fundraising activities, construction or major renovations, to supplant existing state or federal funds for activities, or funding an award to another party or provider who is ineligible. In addition, funds are not used to advertise or to promote COVID-19 vaccinations. Other than normal and recognized executive-legislative relationships, no funds may be used for:

1. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative act or Executive order proposed or pending before any legislative body;
3. New incentive requests, new requests to purchase vehicles, furniture, and new requests for construction will no longer be supported. The allowance of these purchases was uniquely given during the pandemic, but they are not allowed under routine operations; and
4. Grantee shall ensure funds are not used to advertise or to promote COVID-19 vaccinations.

**K.** Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.

**L.** Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Grantee shall submit an annual cumulative report on DSHS Grantee's Property Inventory Report to the DSHS Contract Representative and [FSOequip@dshs.texas.gov](mailto:FSOequip@dshs.texas.gov) by email not later than October 15 of each year.

**M.** DSHS funds must not be used to purchase buildings or real property without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

**N.** At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to DSHS. Title may be transferred to any other party designated by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

**O.** DSHS-approved budget may be revised by Grantee in accordance with the following requirements:

1. For any transfer between budget categories, Grantee shall provide notification of transfer between budget categories by submission of a revised Categorical Budget Form to the DSHS Contract Representative, highlighting the areas affected by the budget transfer and written justification for the transfer request. After DSHS review, the designated DSHS Contract Representative will provide notification of acceptance or rejection to Grantee by email.
2. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, for less than or equal to a cumulative twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If approved, DSHS Contract Representative will provide notification of acceptance to Grantee by email, upon receipt of which, the revised budget will be incorporated into the Contract.
3. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, that cumulatively exceeds twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized, until an amendment is executed by the Parties.
4. Any transfer between budget categories that includes 'Equipment' and/or 'Indirect Cost' categories must be incorporated by amendment. Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized, until an amendment is executed by the Parties.

## **II. PERFORMANCE MEASURES**

The System Agency will monitor the Grantee's performance of the requirements in Attachment A-4 and compliance with the Contract's terms and conditions.

## **III. INVOICE AND PAYMENT**

- A. Grantee shall submit to DSHS a monthly detailed and accurate invoice describing the services performed in completion of the responsibilities outlined in this Statement of Work. Invoices and supporting documentation must be submitted to DSHS in accordance with Table 1, Invoice Submission Schedule.
- B. Grantee shall request payments monthly using the State of Texas Purchase Voucher (Form B-13). Invoices and supporting documentation must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to submit a "zero dollar" invoice on a monthly basis. Grantee must

submit a final close-out invoice. Invoices received more than thirty (30) days after each fiscal year are subject to denial of payment. Invoices and all supporting documentation must be submitted by mail, fax, or email.

1. If by mail, Grantee shall submit to:  
Department of State Health Services  
Claims Processing Unit, MC 1940  
P.O. Box 149347  
Austin, TX 78714-9347
2. If by fax, Grantee shall submit to (512) 458-7442.
3. If by email, Grantee shall submit to [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) and [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov).

Failure to submit required information may result in delay of payment or return of invoice. Billing invoices must be legible. Illegible or incomplete invoices which cannot be verified will be disallowed for payment.

<b>Table 1: Invoice Submission Schedule</b>	
<b>Period Covered</b>	<b>Due Date</b>
September 1st through September 30th	October 31st
October 1st through October 31st	November 30th
November 1st through November 30th	December 31st
December 1st through December 31st	January 31st
January 1st through January 31st	February 28th (or February 29th in leap year)
February 1st through February 28th (or February 29th in leap year)	March 31st
March 1st through March 31st	April 30th
April 1st through April 30th	May 31st
May 1st through May 31st	June 30th
June 1st through June 30th	July 31st
July 1st through July 31st	August 31st
August 1st through August 31st	September 30th
<b>Final Close-out Invoice</b>	<b>Due Date</b>
August 1st through August 31st	September 30th

- C. Grantee shall submit the Financial Status Report (FSR-269A) twice per fiscal year as outlined in Table 2, FSR Submission Schedule. Grantee shall email the FSR-269A to the following email addresses: [FSRgrants@dshs.texas.gov](mailto:FSRgrants@dshs.texas.gov) and [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov). Grantee shall submit the final financial status report no later than thirty (30) days following the end of the Contract term.

<b>Table 2: FSR Submission Schedule</b>	
<b>Period Covered</b>	<b>Due Date</b>
September 1st through February 28th (or February 29th in leap year)	March 31st
<b>Final Financial Status Report</b> March 1st through August 31st	September 30th

- D.** Grantee will be paid on a cost reimbursement basis and in accordance with the budget for the corresponding year under this Contract.

### ATTACHMENT B-3 REVISED BUDGET

<b>Categorical Budget</b>	<b>Epi CARES Funding</b>	<b>Epi Expansion Funding</b>	
<b>Budget Period</b>	<b>August 3, 2020 to July 31, 2026</b>	<b>August 16, 2021 to July 31, 2026</b>	<b>Contract Total</b>
<b>Personnel</b>	\$69,424.00	\$152,305.00	\$221,729.00
<b>Fringe Benefits</b>	\$32,391.00	\$71,854.00	\$104,245.00
<b>Travel</b>	\$0.00	\$413.00	\$413.00
<b>Equipment</b>	\$0.00	\$0.00	\$0.00
<b>Supplies</b>	\$1,962.00	\$1,440.00	\$3,402.00
<b>Contractual</b>	\$0.00	\$0.00	\$0.00
<b>Other</b>	\$0.00	\$1,000.00	\$1,000.00
<b>Total Direct</b>	\$103,777.00	\$227,012.00	\$330,789.00
<b>Indirect Charges</b>	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$103,777.00</b>	<b>\$227,012.00</b>	<b>\$330,789.00</b>

Certificate Of Completion

Envelope Id: F895871BB4E24DADB105BC3E823C3C6B		Status: Sent
Subject: Please DocuSign: HHS000812700024 Hays IDCU A-4		
Source Envelope:		
Document Pages: 14	Signatures: 0	Envelope Originator:
Certificate Pages: 2	Initials: 0	CMS Internal Routing Mailbox
AutoNav: Enabled		11493 Sunset Hills Road
Envelopeld Stamping: Enabled		#100
Time Zone: (UTC-06:00) Central Time (US & Canada)		Reston, VA 20190
		CMS.InternalRouting@dshs.texas.gov
		IP Address: 160.42.88.49

Record Tracking

Status: Original	Holder: CMS Internal Routing Mailbox	Location: DocuSign
7/26/2024 1:47:43 PM	CMS.InternalRouting@dshs.texas.gov	

Signer Events	Signature	Timestamp
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Ruben Becerra		Sent: 7/26/2024 1:51:32 PM
judge.becerra@co.hays.tx.us		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Susana Garcia		
susana.garcia@dshs.texas.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Patty Melchior		
patty.melchior@dshs.texas.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Varun Shetty		
Varun.Shetty@dshs.texas.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp



Carbon Copy Events	Status	Timestamp
Simone Corprew simone.corprew@co.hays.tx.us Grant Writer Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  cms.internalrouting@dshs.texas.gov cms.internalrouting@dshs.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Caeli Paradise caeli.paradise@dshs.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 7/26/2024 1:51:33 PM Viewed: 7/26/2024 1:59:51 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/26/2024 1:51:33 PM
Payment Events	Status	Timestamps

## FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

IDCU/COVID-19

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	\$65,772	\$65,772	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$25,823	\$25,823	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$2,500	\$2,500	\$0	\$0	\$0	\$0
E. Supplies	\$1,900	\$1,900	\$0	\$0	\$0	\$0
F. Contractual	\$0	\$0	\$0	\$0	\$0	\$0
G. Other	\$1,296	\$1,296	\$0	\$0	\$0	\$0
H. Total Direct Costs	\$97,291	\$97,291	\$0	\$0	\$0	\$0
I. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
J. Total (Sum of H and I)	\$97,291	\$97,291	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0				

**NOTE:** The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$65,772	\$65,772	Fringe Benefits	\$25,823	\$25,823
	Travel	\$0	\$0	Equipment	\$2,500	\$2,500
	Supplies	\$1,900	\$1,900	Contractual	\$0	\$0
	Other	\$1,296	\$1,296	Indirect Costs	\$0	\$0

<b>TOTAL FOR:</b>	<b>Distribution Totals</b>	<b>\$97,291</b>	<b>Budget Total</b>	<b>\$97,291</b>
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\*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

## FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

IDCU/COVID-19

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
Epidemiologist = P	Y	Epidemiology and infectious disease surveillance	1	NA	\$4,698.00	14	\$65,772
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0

SalaryWage Total

\$65,772

### FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

FICA = \$65772 x 6.2% = \$4078  
 = \$65772 x 1.45% = \$954  
 13.67% = \$8991  
 = \$11,800

Medicare  
 Retirement = \$65772 x  
 Medical, Dental & Life Insurance

Fringe Benefit Rate %

39.26%

Fringe Benefits Total

\$25,823

## FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

IDCU/COVID-19

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

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

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

Total for Other / Local Travel

\$0

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$0

Total Travel Costs: \$0

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

Revised: 7/6/2009

# **FORM I-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category** **Detail Form**

Legal Name of Respondent:

IDCU/COVID-19

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
Laptop with docking	Work laptop for new epidemiologist	1	\$2,500	\$2,500
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

Total Amount Requested for Equipment:

**\$2,500**

## FORM I-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

IDCU/COVID-19

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) See attached example for definition of supplies and detailed instructions to complete this form.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
Office Supplies	General office supplies such as pens, paper, binders, folders, highlighters, staples, tape, paperclips, and post-its.	\$300
Mouse/Keyboard	Cmouse and keyboard for epidemiologist	\$100
Monitors	Computer monitors for epidemiologist	\$900
Desk phone	Desk phone for epidemiologist	\$600
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

**\$1,900**



## FORM I-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: IDCU/COVID-19

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

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

\$0

## FORM I-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

IDCU/COVID-19

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Adobe Pro Cloud License	Adobe license to work with, edit, and sign documents	\$93
Printing	Printing funds for outreach, brochures, etc.	\$1,203
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$1,296

**Hays County Commissioners Court**

Date: 10/01/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Cohen

**Agenda Item:**

Authorize the acceptance of a grant award from the Substance Abuse and Mental Health Services Administration (SAMHSA), Assisted Outpatient Treatment grant program in the amount of \$452,653.00.

**INGALSBE/COHEN/T.CRUMLEY/BROWN****Summary:**

This award will allow for the creation of an Assisted Outpatient Treatment program in which the Mental Health Court will collaborate with Hill Country MHDD - the local mental health authority - to provide services for individuals with serious mental health illness and co-occurring substance-use disorders. A Memorandum of Understanding (MOU) will be brought to court at a later date outlining the sub-granting of funds from Hays County to Hill Country MHDD. Funds are awarded for one year with the possibility of funding for future years. There is no match required for this program.

Award Number

1H79SM089836-01

Budget Period

09/30/2024 - 09/29/2025

**Fiscal Impact:**

Amount Requested: None

Line Item Number: 001-612-99-219]

**Budget Office:**

Source of Funds: SAMHSA Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: Budget FY25 grant award for use.

(452,653)	Increase Intergovernmental Revenue	001-612-99-219.4301
56,374	Increase Staff Salaries	001-612-99-219.5021
3,495	Increase FICA	001-612-99-219.5101_100
817	Increase Medicare	001-612-99-219.5101_200
7,757	Increase Retirement	001-612-99-219.5101_300
11,350	Increase Medial Insurance	001-612-99-219.5160_400
384	Increase Dental Insurance	001-612-99-219.5160_500
66	Increase Life Insurance	001-612-99-219.5160_600
4,050	Increase Computer Equipment	001-612-99-219.5712_400
550	Increase Data Supplies	001-612-99-219.5202
725	Increase Telephone & Data Lines	001-612-99-219.5489
70	Increase Software Maintenance	001-612-99-219.5429
350,951	Increase Contract Services	001-612-99-219.5448
16,064	Increase Misc - Indirect	001-612-99-219.5391

**Purchasing Office:**

Purchasing Guidelines Followed Y/N?: TBD

Comments: Data Supplies, Telephone & Data lines, Software Maintenance, and Contract Services will have to follow the purchasing policy

**Auditor's Office**

G/L Account Validated Y/N?:  
New Revenue Y/N?:Yes, \$452,653 in Intergovernmental Revenues  
Comments:

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Attachments	
Notice of Award	
Narrative	
Budget	



**Department of Health and Human Services**  
Substance Abuse and Mental Health Services Administration  
Center for Mental Health Services

**Notice of Award**  
FAIN# H79SM089836  
**Federal Award Date**  
09/13/2024

Recipient Information		Federal Award Information	
<b>1. Recipient Name</b> HAYS COUNTY IT 712 STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666		<b>11. Award Number</b> 1H79SM089836-01	
<b>2. Congressional District of Recipient</b> 21		<b>12. Unique Federal Award Identification Number (FAIN)</b> H79SM089836	
<b>3. Payment System Identifier (ID)</b> 1746002241A1		<b>13. Statutory Authority</b> Section 224 of the Protecting Access to Medicare Act of 2014	
<b>4. Employer Identification Number (EIN)</b> 746002241		<b>14. Federal Award Project Title</b> Hays County Assisted Outpatient Treatment Program	
<b>5. Data Universal Numbering System (DUNS)</b> 097494884		<b>15. Assistance Listing Number</b> 93.997	
<b>6. Recipient's Unique Entity Identifier</b> RH4DFY1GC2R3		<b>16. Assistance Listing Program Title</b> Assisted Outpatient Treatment	
<b>7. Project Director or Principal Investigator</b> Kaimi Mattila  kaimi.mattila@co.hays.tx.us 512-757-0795		<b>17. Award Action Type</b> New Competing	
<b>8. Authorized Official</b> Ruben Becerra judge.becerra@co.hays.tx.us 512-393-2205		<b>18. Is the Award R&amp;D?</b> No	
<b>Federal Agency Information</b>		<b>Summary Federal Award Financial Information</b>	
<b>9. Awarding Agency Contact Information</b> Sarah Dayhoff Grants Specialist Sarah.Dayhoff@samhsa.hhs.gov (240) 276-1688		<b>19. Budget Period Start Date 09/30/2024 – End Date 09/29/2025</b>	
<b>10. Program Official Contact Information</b> Dawnielle Tillman Program Official dawnielle.tillman@samhsa.hhs.gov 240-276-1572		<b>20. Total Amount of Federal Funds Obligated by this Action</b> 20a. Direct Cost Amount \$452,653 20b. Indirect Cost Amount \$436,589 \$16,064	
		<b>21. Authorized Carryover</b>	
		<b>22. Offset</b>	
		<b>23. Total Amount of Federal Funds Obligated this budget period</b> \$452,653	
		<b>24. Total Approved Cost Sharing or Matching, where applicable</b> \$0	
		<b>25. Total Federal and Non-Federal Approved this Budget Period</b> \$452,653	
		<b>26. Project Period Start Date 09/30/2024 – End Date 09/29/2028</b>	
		<b>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period</b> \$452,653	
		<b>28. Authorized Treatment of Program Income</b> Additional Costs	
		<b>29. Grants Management Officer - Signature</b> Eileen Bermudez	
<b>30. Remarks</b> Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.			



Assisted Outpatient Treatment Program  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration

Notice of Award

**Issue Date:** 09/13/2024

Center for Mental Health Services

**Award Number:** 1H79SM089836-01

**FAIN:** H79SM089836

**Program Director:** Kaimi Mattila

**Project Title:** Hays County Assisted Outpatient Treatment Program

**Organization Name:** HAYS COUNTY IT

**Authorized Official:** Ruben Becerra

**Authorized Official e-mail address:** judge.becerra@co.hays.tx.us

**Budget Period:** 09/30/2024 – 09/29/2025

**Project Period:** 09/30/2024 – 09/29/2028

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$452,653 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to HAYS COUNTY IT in support of the above referenced project. This award is pursuant to the authority of Section 224 of the Protecting Access to Medicare Act of 2014 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
Eileen Bermudez  
Grants Management Officer  
Division of Grants Management  
[eileen.bermudez@samhsa.hhs.gov](mailto:eileen.bermudez@samhsa.hhs.gov)  
See additional information below



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**SECTION I – AWARD DATA – 1H79SM089836-01****Award Calculation (U.S. Dollars)**

Personnel(non-research)	\$56,374
Fringe Benefits	\$23,869
Supplies	\$5,395
Contractual	\$350,951
 Direct Cost	 \$436,589
Indirect Cost	\$16,064
Approved Budget	\$452,653
Federal Share	\$452,653
Cumulative Prior Awards for this Budget Period	\$0
 AMOUNT OF THIS ACTION (FEDERAL SHARE)	 \$452,653

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$452,653
2	\$499,722
3	\$500,000
4	\$500,000

Note: Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

CFDA Number: 93.997  
EIN: 1746002241A1  
Document Number: 24SM89836A  
Fiscal Year: 2024

IC	CAN	Amount
SM	C96J670	\$452,653

IC	CAN	2024	2025	2026	2027
SM	C96J670	\$452,653	\$499,722	\$500,000	\$500,000

**SM Administrative Data:**

PCC: AOT-24 / OC: 4145

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**SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79SM089836-01**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

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**SECTION III – TERMS AND CONDITIONS – 1H79SM089836-01**

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:**

Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

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**SECTION IV – SM SPECIAL TERMS AND CONDITIONS – 1H79SM089836-01**

**REMARKS**

**New Award**

**1. This Notice of Award (NoA) is issued to inform your organization that the application submitted through the Notice of Funding Opportunity *SM-24-006 Assisted Outpatient Treatment (AOT)* has been selected for funding.**

- This award reflects **conditional** approval of the budget submitted with the application on ***April 26, 2024***.
  - ***See Revised Budget special condition***

**2. Recipients are expected to plan their work to ensure that funds are expended within the 12-month budget period reflected on this Notice of Award.** If activities proposed in the approved budget cannot be completed within the current budget period, SAMHSA cannot guarantee the approval of any request for carryover of remaining unobligated funding.

**3. All responses to award terms and conditions must be submitted as PDF documents in eRA Commons.** For more information on how to respond to tracked terms and conditions or how to submit a post award amendment request please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading *Grant Management Reference Materials for Grantees*.

**4. All Post Award Amendments must be submitted in eRA Commons for prior approval.** Please refer to the SAMHSA website for specific guidance on how to submit a post award amendment in eRA Commons:  
<https://www.samhsa.gov/grants/grants-management/post-award-amendments>.

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Prior approval is required for, but is not limited to: a change in key personnel and level of effort, a budget revision, a change in scope, a formal carryover request, and a no cost extension. Reference the full prior approval term on the SAMHSA website under Standard Terms and Conditions at:

<https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

Technical questions regarding the submission of a post-award amendment in eRA Commons should be directed to the eRA Service Desk: <http://grants.nih.gov/support>

**5. Register Program Director/Project Director (PD) in eRA Commons:** If you have not already done so, you must register the PD in eRA Commons to assign a Commons ID. Once the PD has received their Commons ID, please send this information to your Grants Management Specialist. You can find additional guidance on Managing eRA User Accounts at <https://www.samhsa.gov/grants/grants-training-materials/managing-user-accounts>

## 6. Key Personnel

Key Personnel are listed below:

- o *Kaimi Mattila, PD/PI @ unstated % level of effort*
- o *TBD, Project Director @ 100% level of effort*
- o *TBD, Evaluator @ 50% level of effort (contractual)*

***\*Please note, once key staff are known, you must submit a key staff change post award amendment via eRA Commons.\****

Organizations receiving Federal Funds may not exceed 100% level of effort combined across all funding sources (federal and non-federal) for any program staff member, Key Personnel or otherwise.

Any changes to Key Personnel, including level of effort involving separation from the project for any continuous period of three months or longer, or a reduction in time dedicated to the project of 25% or more, requires prior approval and must be submitted as a post award amendment in eRA Commons.

Note: If an organization is awarded a grant and chooses to move forward with hiring an individual for a Key Personnel position before receiving SAMHSA formal approval, this will be done at the organization's own risk.

For additional information on post award amendment requirements, please visit the SAMHSA website: <https://www.samhsa.gov/grants/grants-management/post-award-amendments>.

## Legal Name

A discrepancy has been noted between the legal name of your organization per SAM.gov and box 8a on the application SF-424 face page. This NoA is issued to the organization's legal name as registered under the EIN/UEI in SAM.gov in accordance with 2 CFR Part 25. Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in SAM.gov. If the entity information is incorrect, please update your [SAM.gov](https://www.sam.gov) registration.

## SPECIAL TERMS

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## Disparity Impact Statement (DIS)

By **November 29, 2024**, submit via eRA Commons a **Disparity Impact Statement**.

SAMHSA's Behavioral Health Disparity Impact Statement (DIS) is a data-driven, quality improvement approach to advance behavioral health equity for all. The DIS is a grant requirement that helps grantees identify racial, ethnic, sexual, and gender minority groups at the highest risk of experiencing behavioral health disparities within their grant projects and implement a disparity reduction action plan with a quality improvement process to address and close the identified gap(s). The DIS should be consistent with the Population of Focus and Statement of Need identified in the grant application and include the components as described below. Please refer to the DIS worksheet, examples, and other resources on the SAMHSA website at: <https://www.samhsa.gov/grants/grants-management/disparity-impact-statement>

The main components of the DIS are:

- Identify and describe the behavioral health disparity within the population of focus of the grant project that experience disparate access, use, and outcomes.
- Provide a demographic table of the proposed number of individuals to be served, reached, or trained in the grant project that covers the entire grant period. Identify the data sources used to support the rationale for how the determination of the disparity was made.
- Identify the social determinants of health (SDOH) domains and the Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS) Standards that the grantee organization will work to address and improve for the identified population(s) of focus.
- Develop a disparity reduction quality improvement action plan to address behavioral health disparities based on the available data on access, use, and outcomes.

In accordance with the reporting requirements outlined in the Notice of Funding Opportunity (NOFO), the grantee is required to provide an update on the project's progress towards addressing quality care of underserved populations related to the Disparity Impact Statement (DIS), barriers encountered, including challenges serving populations of focus, efforts to overcome these barriers; evaluation activities for tracking DIS efforts; and a revised quality improvement plan if the DIS does not meet the quality of care requirements as stated in the DIS.

All responses to award terms and conditions must be submitted as PDF documents in eRA Commons. For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading *How to Respond to Terms and Conditions in the Notice of Award*.

## SPARS

All SAMHSA grant recipients are required to collect and report certain data so that SAMHSA can meet its obligation under the Government Performance and Results Act (GPRA) Modernization Act of 2010. These data are gathered using SAMHSA's Performance and Accountability Reporting System ([SPARS](#)).

AOT recipients are required to collect and report in SPARS two types of data: one data set [Infrastructure Development, Prevention, and Mental Health Promotion (IPP)] are

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reported on a quarterly basis; the second data set is for the National Outcome Measures (NOMs) and data are collected and reported at baseline (i.e., upon entry of each client into the project), at six month follow-up and at discharge.

AOT recipients are required to do the following:

- (1) Complete SPARS Annual Goals training and enter IPP and NOMS annual goals data into SPARS by **December 29, 2024**;
- (2) Begin collecting and entering IPP data into SPARS in the second quarter (**January - March 2025**);
- (3) Begin entering NOMS baseline interview data into SPARS within 7 days after completion of each intake interview;
- (4) conduct a NOMs reassessment interview six months following the intake interview and every 6 months thereafter and enter these data into SPARS; and
- (5) conduct a Clinical Discharge NOMS interview at the time of client discharge and enter these data into SPARS.

SPARS training and technical assistance will be provided post award.

## **AOT Services**

1. AOT grant recipients may only use awarded funds for clients under civil commitment orders through civil court proceedings.
2. AOT grant funds may not be utilized for criminal justice diversion programs such as criminal court, mental health court or drug court.
3. AOT grant recipients using Assertive Community Treatment (ACT) as an Evidence Based Practice for their Assisted Outpatient Treatment program must provide assurance that AOT grant funds are only funding ACT services (not complete ACT Teams) for clients under current civil commitment orders.

## **Risk Assessment**

The Office of Financial Advisory Services (OFAS), SAMHSA may perform an administrative review of your organization's financial management systems, policies, procedures and records. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with [45 CFR 75/2 CFR 200](#), as applicable. The restriction will affect your organization's ability to withdraw funds from the Payment Management System account, until the concerns are addressed.

## **SPECIAL CONDITIONS**

### **Revised Detailed Budget with Justification**

By **October 30, 2024**, submit the following via eRA Terms Tracker:

1. **Revised Detailed Budget with Justification:** Provide a detailed line-item

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breakdown of costs with an accompanying narrative justification. To prevent calculation errors and expedite review, it is highly recommended to use the SAMHSA Budget Template. The SAMHSA Budget Template, user guide, and [sample budget](#) can be accessed at <https://www.samhsa.gov/grants/applying/forms-resources>. Revise the budget to address the following:

1. **Revised Detailed Budget**

- a. Personnel

- i. AOT Program Administrator

1. The written narrative of this position states this position will serve as the Project Director on the grant. Please clearly label the position as Project Director within the table.

- b. Supplies

- i. Laptop & Desktop Computer

1. Requesting both a laptop and desktop computer for the same staff seems excessive. It is unclear why the laptop cannot also be used in the office. Please consider removing the desktop line item or providing additional justification to support the costs for both items.

- c. Contractual

- i. Hill County MHDD

1. Personnel

- a. Mental Health Diversion Team Lead

- i. Remove this position within the detailed budget as it does not align with the AOT grant program requirements. Funds cannot be used for criminal justice diversion programs. The written narrative of this position also states this position will serve as the Evaluator on the grant. If this position is for the key staff Evaluator, please clearly label the position as Evaluator within the table.

2. Fringe

- a. Please provide a breakdown of the fringe rate components including the respective rate per each fringe benefit.

3. Travel

- a. Local Travel

- i. Please clearly identify which staff will be utilizing local travel and transporting clients.

4. Other

- a. Medication Assistance

- i. Please identify each type of medication you plan to use with the grant funds and justify the cost/month and provide a justification for the cost/person.
          - ii. Please describe your plan for assisting under-insured/uninsured obtain benefits to cover medication

- 
- costs in the future.
  - ii. TBD Inpatient Substance Use Treatment
    - 1. Per the SAMHSA Standard Funding Restrictions as outlined within the FY2024 NOFO Application Guide, SAMHSA grant funds may not be used to:
      - a. Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
    - 2. You must remove any inpatient treatment costs and re-budget to other allowable, allocable, and reasonable costs for the AOT program. All costs must be broken down with sufficient breakdown and supporting documentation explaining the costs and how they support the program.
  - iii. TBD Driving Service
    - 1. Once known, you must provide additional breakdown and supporting justification of this contract. How were the costs determined and how is SAMHSA's fairshare determined? What transportation service will be used?
  - d. Indirect Costs
    - i. The 10% de minimis rate base is not calculated correctly. One of the contracts are \$22,500 + the first \$25,000 of the two remaining contracts/subawards. Please recalculate the MTDC base and reduce the indirect costs charged to the grant.
  - e. Budget Summary for Requested Future Years
    - i. The future year requested amounts identified in the table for year 02 and 03 do not match the SF-424A Form future year amounts. The award will be made based on the SF-424A Form future year amounts. Please update the detailed budget future years table to match the SF-424A form future year amounts.

**All responses to award terms and conditions must be submitted as PDF documents in eRA Commons.** For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading *How to Respond to Terms and Conditions*.

## **STANDARD TERMS AND CONDITIONS**

### **Mid-Year Programmatic Progress Report**

By **April 29, 2025**, submit via eRA Commons a mid-year **Programmatic Progress Report**.

The mid-year Programmatic Progress Report (PPR) is required for the first year budget period only and must be submitted as a PDF under the *View Terms Tracking Details* page in eRA Commons.

The mid-year programmatic progress report (PPR) must be submitted via eRA Commons as a PDF file using the OMB-approved template which will be provided to you by your GPO. The PPR must be entered in the approved template and, at a minimum, include the following information:



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- o Updates on key personnel, budget, or project changes (as applicable).
  - o Progress achieving goals and objectives and implementing evaluation activities.
  - o Progress implementing required activities, including accomplishments, challenges and barriers, and adjustments made to address these challenges.
  - o Problems encountered serving the populations of focus and efforts to overcome them.
  - o Progress and efforts towards reducing rates of hospitalization, incarceration, homelessness, and interactions with the criminal justice system for the population of focus; cost-savings and public health outcomes, including rates of mortality, suicide, substance abuse, and participant satisfaction with treatment.
  - o Progress and efforts made to achieve the goal(s) of the DIS, including qualitative and quantitative data and any updates, changes, or adjustments as part of a quality improvement plan. Demographic information regarding participation of those served by the award compared to demographic information in the population of the recipient.
  - o Progress and efforts on use of services, patient and family satisfaction with program participation.

**Please contact your Government Program Official (GPO) for program specific submission information.** Note: Recipients must also comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the FOA or by the Grant Program Official (GPO). This information is needed in order to comply with PL 102-62, which requires that Substance Abuse and Mental Health Services Administration (SAMHSA) report evaluation data to ensure the effectiveness and efficiency of its programs.

For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading *How to Respond to Terms and Conditions*.

Additional information on reporting requirements is available at <https://www.samhsa.gov/grants/grants-management/reporting-requirements>.

## Annual Programmatic Progress Report

By **December 28, 2025**, submit via eRA Commons an annual **Programmatic Progress Report**.

The Programmatic Progress Report (PPR) is required on an annual basis and must be submitted no later than 90 days after the end of each 12-month budget period/incremental period.

The annual programmatic progress report (PPR) must be submitted via eRA Commons as a PDF file using the OMB-approved template which will be provided to you by your GPO. The PPR must be entered in the approved template and, at a minimum, include the following information:

- o Updates on key personnel, budget, or project changes (as applicable).
- o Progress achieving goals and objectives and implementing evaluation activities.
- o Progress implementing required activities, including accomplishments, challenges and barriers, and adjustments made to address these challenges.
- o Problems encountered serving the populations of focus and efforts to overcome them.
- o Progress and efforts towards reducing rates of hospitalization, incarceration, homelessness, and interactions with the criminal justice system for the population of focus; cost-savings and public health outcomes, including rates of mortality, suicide, substance abuse, and participant satisfaction with treatment.
- o Progress and efforts made to achieve the goal(s) of the DIS, including qualitative and quantitative data and any updates, changes, or adjustments as part of a quality improvement plan. Demographic information regarding participation of those served by

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- the award compared to demographic information in the population of the recipient.
  - o Progress and efforts on use of services, patient and family satisfaction with program participation.

**Please contact your Government Program Official (GPO) for program specific submission information.** Note: Recipients must also comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the FOA or by the Grant Program Official (GPO). This information is needed in order to comply with PL 102-62, which requires SAMHSA to report evaluation data to ensure the effectiveness and efficiency of its programs.

The response to this term must be submitted as PDF documents in eRA Commons under the *View Terms Tracking Details* page. For more information on how to respond to tracked terms and conditions, refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading *How to Respond to Terms and Conditions*.

Additional information on reporting requirements is available at <https://www.samhsa.gov/grants/grants-management/reporting-requirements>.

## Annual Federal Financial Report (FFR or SF-425)

All financial reporting for recipients of Health and Human Services (HHS) grants and cooperative agreements has been consolidated through a single point of entry, which has been identified as the Payment Management System (PMS). The Federal Financial Report (FFR or SF-425) initiative ensures all financial data is reported consistently through one source; shares reconciled financial data to the HHS grants management systems; assists with the timely financial monitoring and grant closeout; and reduces expired award payments.

The FFR is required on an annual basis and must be submitted **no later than 90 days after the end of each incremental period/budget period**. The FFR should reflect cumulative amounts. Additional guidance to complete the FFR can be found at <https://www.samhsa.gov/grants/grants-management/reporting-requirements>.

SAMHSA reserves the right to request more frequent submissions of FFRs. If so, the additional submission dates will be shown below.

Your organization is required to submit an FFR for this grant funding as follows:

- By **December 28, 2025**, submit the Federal Financial Report (FFR)/(SF-425).
- The grant recipient staff member(s) responsible for FFR preparation, certification and submission of the FFR must either submit a request for New User Access or Update User Access to the FFR Module as applicable. Refer to the PMS User Access website <https://pms.psc.gov/grant-recipients/user-access.html> for information on how to submit a New User Access, Update User Access or Deactivate User Access. You can also view PMS Video on how to request new user access @ <https://youtu.be/kdoqaXfiuI0> and PDF resource with instructions on Requesting Access @ [https://pms.psc.gov/forms/New-User-Request\\_Granttee.pdf](https://pms.psc.gov/forms/New-User-Request_Granttee.pdf)
- Instructions on **how to submit an FFR via PMS** are available at <https://pmsapp.psc.gov/pms/app/help/ffr/ffr-grantee-instructions.html> (The user must be logged in to PMS to access the link). Updates to the FFR instructions effective 4/1/2022 are also available @ <https://pms.psc.gov/grant->

- While recipients must submit the FFR in PMS, the FFR can also be accessed by connecting seamlessly from the eRA Commons to PMS by clicking the Manage FFR link on the Search for Federal Financial Report (FFR) page in eRA Commons, which will redirect to PMS. SAMHSA will not accept FFRs submitted by email or uploaded as an attachment into eRA. To access the Manage FFR link in eRA Commons, the individual must be registered in eRA Commons and assigned the Financial Status Reporter (FSR) role for their organization. The individual assigned the FSR role is responsible for reporting the statement of grant expenditures for their organization. Refer to the page [Managing eRA User Accounts](#) on SAMHSA's website for instructions on how to assign the FSR role.

**If you have questions about how to set up a PMS account for your organization, please contact the PMS Help Desk at [PMSSupport@psc.hhs.gov](mailto:PMSSupport@psc.hhs.gov) or 1-877-614-5533.**

Note: While recipients will use PMS to report all financial expenditures as well as to drawdown funds, recipients will continue to use eRA Commons for all other grant-related matters, including submitting progress reports, requesting post award amendments, and accessing grant documents such as the Notice of Award.

## **Standard Terms for Awards**

Your organization must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. The Fiscal Year for your award is identified on your Notice of Award. SAMHSA's Terms and Conditions webpage is located at: <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

## **Standards for Financial Management**

Recipients and subrecipients are required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75 Subpart D. The financial systems must enable the recipient and subrecipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient and subrecipient to compare actual expenditures or outlays with the approved budget for the award. SAMHSA funds must retain their specific identity – they may not be commingled with non-federal funds or other federal funds. Commingling funds typically means depositing or recording funds in a general account without the ability to identify each specific source of funds with related expenditures.

## **Reasonable Costs for consideration**

Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to Reasonable Costs consideration per 2 CFR 200.404 and the Factors affecting allowability of costs per 2 CFR 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

## **Consistent Treatment of Costs**

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Recipients must treat costs consistently across all federal and non-federal grants, projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.). If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA's understanding that your organization has developed a cost accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of [45 CFR 75.364](#), [45 CFR 75.371](#), [45 CFR 75.386](#) and [45 CFR Part 75, Subpart F](#), Audit Requirements.

**Compliance with Award Terms and Conditions**

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH [45 CFR 75.371](#), REMEDIES FOR NON-COMPLIANCE AND [45 CFR 75.372](#) TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

*All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.*

**Staff Contacts:**

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## **A Population of Focus and Statement of Need**

### **A.1 Identify and describe your population(s) of focus**

Hays County is seeking funds to establish an Assisted Outpatient Treatment program in conjunction with Hill Country Mental Health, the local mental health authority. Services will be provided to Hays County residents with a serious mental illness (SMI) who has been referred to the program. The program will be open to adult residents of Hays County (18 years or older) but will not seek to serve any specific racial or ethnic profile. Program participants will not be selected or given preference based on race, ethnicity, age (with the exception of a minimum age of 18), ability, sexual orientation, or any other demographic or identifying characteristics.

According to Texas law, a judge may order a patient to receive court-ordered outpatient mental health services for up to 90 days. Texas HHS Code section 574 (Court-Ordered Mental Health Services) states that an application for court-ordered mental health services must be filed in the county where a proposed patient is residing, found, or is receiving services. All individuals considered for participation in the Hays County AOT program must be residents of Hays County.

### **A.2 Describe the extent of the problem in the catchment area**

Hays County sees a disproportionate level of need to availability of mental health services. According to County Health Rankings ([countyhealthrankings.org](http://countyhealthrankings.org)) there is one mental health provider for every 810 people registered in Hays County. In Texas, there is one provider for every 640 registered individuals. However, looking at the United States as a whole, we see that there is one provider for every 320 individuals. This means that there is over a 250% deficit of providers available in Hays County when compared to the United States as a whole. When looking for a more local comparison, Travis County – located just to the north – has a ratio of 270 providers to 1 individual. When looking at the Social Vulnerability Index for the county, Hays County has an SVI score of .6585 which indicates a medium to high level of vulnerability.

In 2022 Hays County established a Mental Health Court to better serve individuals with Serious Mental Illness who have become involved in the criminal justice system. In 2024 the court added felony cases to its docket. The court is currently capped at 25 individuals. Although this program has been beneficial to justice involved individuals in Hays County, the establishment of the court is just one step toward addressing the mental health needs of residents. Many of the individuals participating in the mental health court suffer from a co-occurring substance use disorder. The lack of accessible mental health treatment providers makes it difficult for individuals with SMI and SUDs to seek treatment for either issue. The formation of an Assisted Outpatient Treatment would allow individuals with SMIs to seek treatment and would be considered civil proceedings in the Mental Health Court as opposed to a criminal docket.

Between 2010 and 2022, Hays County experience growth 12 out of 12 years and has consistently ranked as one of the fastest growing counties with a population over 100,000. With this growth in general population has come an increase in specific population sectors. Each year the homeless coalition in Hays County performs a count of the homeless population. Between 2020 and 2022, the homeless population increased by approximately 34%. Many unhoused individuals are also individuals facing mental illness or who are struggling with substance abuse.

In May of 2022, Hays County engaged Meadows Mental Health Policy Institute to conduct an assessment of the community's mental health system. The main goals of this assessment were to

provide information on the current demographics and prevalence of mental health needs of Hays County, gaps in services, and identify opportunities for growth. The following statistics are from this assessment. Impoverished individuals rely heavily on publicly funded programs to survive a mental health crisis. Approximately 42,000 adults (23%) in our county are estimated to have suffered from a mental health condition in 2020. Of the estimated 7,000 adults living with severe mental illness, over half (57%; 4,000 adults) were living in poverty. Currently, 28% (50,000 people) of the adult population in Hays County live 200% below the federal poverty line. Additionally, 20,000 adults living in Hays County suffer from Substance Abuse Disorder. Provisional data suggests that the number of deaths from suicide and drug overdose increased between 2020 and 2021. Specifically, the data suggests that drug overdoses tripled during this time. As the nation continues to experience economic uncertainty, the disparities surrounding mental health care access will become insurmountable without immediate public intervention. Alarming, the overall population of Hays County is expected to increase by 216% by 2050, increasing the population from about 180,000 in 2020 to 580,000 adults by 2050.

Hays County is also home to Texas State University, a leading research institution. Texas State is also designated as a Hispanic Serving Institution (HSI).

## **B Proposed Implementation Approach**

### **B.1 Describe the goals and measurable objectives**

Hays County will establish an Assisted Outpatient Treatment program in conjunction with Hill Country MHDD to serve individuals with severe mental illnesses and co-occurring substance use disorders.

By October 1<sup>st</sup> 2024, Hays County will establish and convene an AOT Management Team consisting of staff from the Hays County Mental Health Court and Hill Country MHDD as well as local first responders to establish workflow and communication practices for the AOT program.

By November 1<sup>st</sup>, 2024 Hays County will finalize program participant guidance including civil and privacy rights protocols as well as plan documents outlining steps to assist program participants who may be in crisis.

By January 31<sup>st</sup>, 2025 the AOT Management Team will finalize both the program implementation plan and the staff training plan which will include trainings for 100% of members of the AOT Management Team.

By January 31<sup>st</sup>, 2025, the AOT Management Team will create a steering committee comprised of 9 members. This committee will subsequently meet once each quarter for the duration of the program.

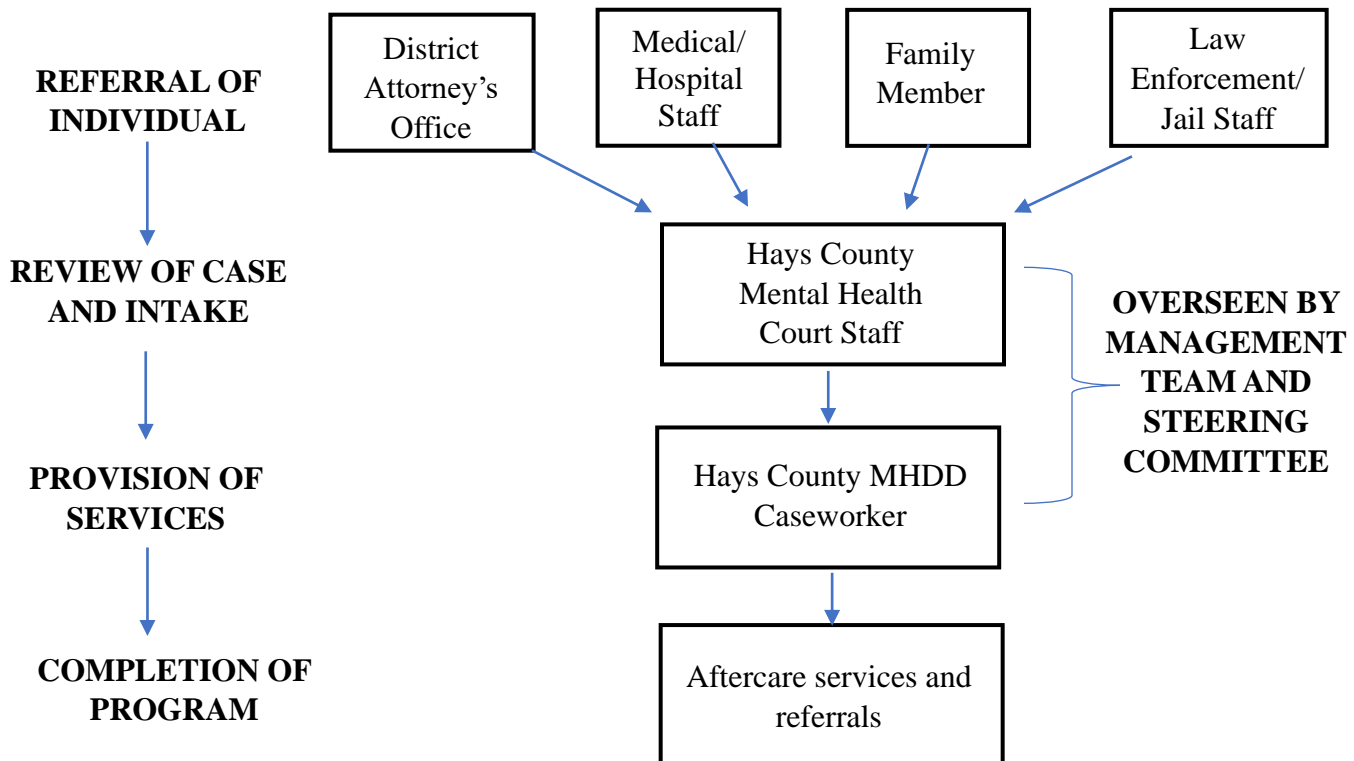
By February 28<sup>th</sup>, 2025 the AOT will begin accepting and serving individuals.

By May 1<sup>st</sup>, 2025 the AOT Management Team will create an after-care plan to assist in transitioning individuals out of the AOT program after treatment is completed. This plan will be used to serve 100% of the individuals who complete the program.

By July 31<sup>st</sup>, 2025 Hays County will have served 25 unduplicated individuals through the AOT program with 75% of participants “graduating” from the program.

Number of Unduplicated Individuals to be Served with Award Funds				
Year 1	Year 2	Year 3	Year 4	Total
25	35	40	40	150

### B.2 Workflow Diagram



### B.3 Implementation of required activities

Upon notification of funding, Hays County will begin completing required activities. First, Hays County will establish the AOT Management Team. This team will consist of the Mental Health Court Judge and existing Mental Health Court Administrator as well as the AOT Project Director and a representative from Hill Country Mental Health and Development Disabilities (MHDD) Center, the local mental health authority who will be providing services. The AOT Project Director will be the Assisted Outpatient Treatment Program Administrator, a new position in the Mental Health Court who will oversee the administrative side of the project. This position will be hired and paid using grant funds. Also invited to participate in the Management Team will be a representative from Sheriff's Office specializing in Mental Health cases as well as a representative from the District Attorneys Office. The Management Team will seek to have 5-6 members. After the initial meeting, the Management Team will meet, at a minimum, once each month.



The first task of the Management Team will be to ensure all necessary Memorandums of Understanding are created and executed. Necessary MOUs will include, at a minimum, Hill Country MHDD.

While the MOUs are being created, the Management Team will also work on creating the Participant Civil and Privacy Rights Policies and Protocols. Mental Health Court staff has experience creating policies and procedures related to client privacy and HIPAA restrictions in Texas. In order to make sure that all policy documents comply with legal requirements, court staff will work in conjunction with county legal staff.

Once policy documents have been created, the Management Team will begin creating a program implementation plan. The creation of this plan will be led by the AOT Program Director. This plan will outline the process of moving participants from the referral phase through intake into participation in the program. Collaboration between Hays County staff and staff from Hill Country MHDD will be key as the program will be a collaboration between the two organizations. This plan will also outline membership for the AOT Steering Committee as well as steps that will be taken if a position in either the Management Team or Steering Committee needs to be replaced.

In conjunction with the implementation plan, the Management Team will create a staff training plan that will outline required trainings for staff on the Management Team who will be facilitating the AOT program. These trainings will include AOT specific training as well as general substance abuse and mental health trainings. The training outlined in the training plan will be a minimum requirement and staff will be encouraged to attend additional trainings as they are able to. Selected training will seek to highlight culturally competent and trauma informed approaches to care. Staff will need to ensure they are HIPAA trained yearly as the program will deal with private health data. The training plan will also include trainings suggested for members of the steering committee.

The AOT Management Team will also establish the Steering Committee. This committee will consist of nine members from differing sectors. The Project Director will sit on both the Management Team and the Steering Committee. Additional members of the steering committee will include 1-2 elected officials from Hays County or other jurisdictions within Hays County, a representative from the District Attorneys Office, 1-2 representatives from law enforcement agencies, 1-2 representatives from public safety sectors including EMS, 1 representative from the local mental health authority, and 2 representatives from local community organizations with the goal of having these representatives be individuals with lived experiences. This committee will be convened for an initial meeting during month 5 of the project period. After the initial meeting the group will continue to meet once a quarter with members establishing a regular meeting time that works best for committee members. The steering committee will meet and discuss the current phase of the AOT program. The Project Director will present current challenges and successes from the program. The Steering Committee is made up of representatives from sectors that will be in a position to analyze the existing challenges and offer solutions or additional viewpoints that may be able to help the Management Team overcome potential and existing barriers.

The program will begin accepting referrals and serving participants in month 5 of the funding period. Once an individual has been referred to the AOT program and the caseworker has reviewed their case to determine they are a good fit for the program. Once the individual has

been approved for the program, the Hays County caseworker will begin the intake process. During this process, staff will begin determining what the specific needs of the individual are and what treatment options may work best for them. In order to accomplish this goal, staff will perform several assessments including a biopsychosocial and the PHQ-9 (Patient Health Questionnaire). Once assessments have been completed, the caseworker will meet with the program participant to determine what their individual goals for treatment are. Because the Hays County AOT Program will be a program intended to have a wholistic, person-centered approach, it will be key to have buy-in from the participant to increase the likelihood that they will continue the program through completion. By combining both the needs and the desires of the participant the Management Team will be able to create a treatment plan that is most likely to accomplish the goals of the individual and the program as a whole.

In order to provide recovery support for program participants, Hill Country MHDD will work with each program participant to create individualized recovery plans. During participation in the program, Hill Country MHDD staff will assist program participants with benefit enrollment if they are uninsured. Hill Country will also help with connection to any other applicable benefits including Social Security. Because Hill Country is an established mental health provider, staff has strong connections with community services that will be beneficial for recovery support including housing assistance and employment support.

During the duration of the AOT program, the Mental Health Court caseworker will work closely with the caseworker from Hill Country MHDD in order to track and maintain case data for each program participant. This data will be analyzed every thirty days to ensure participants are on track and completing program requirements. The Hill Country MHDD Caseworker will coordinate treatment and work with providers to ensure participants are attending meetings, counseling, and other services. As part of the ongoing data collection, the Mental Health Caseworker will analyze how the participation in the program is impacting both arrest rates and hospitalization rates across Hays County. If applicable, the impact on homelessness will also be evaluated.

The AOT Management Team will strive to strengthen existing and create new community partnerships. Partnerships will include relationships with service providers as well as grass roots community groups who seek to offer supportive services. Hays County will strive to connect program participants with community partners during their time in the AOT Program in order to facilitate a smoother transition period when the participant has completed the program. The Management Team will offer workshops and community meetings about the AOT program for community partners and will seek to make connections between individuals and specific programs that may be able to serve them. One tasks of the Management Team will be to create and upkeep an internal directory of community partners that can be used as resource when connecting individuals to services both during and after their time in the program.

#### **B.4 See Attachment 4**

#### **B.5 Describe how you will address the civil rights of program participants as well as privacy rights of a person given the number of non-clinical entities involved**

It is extremely important that staff work to protect both the civil and privacy rights of individuals participating in the AOT program. One of the first tasks of the AOT Management Team will be to create the Civil Rights Policies and Procedures for the program. In order to make sure these

policies are in line with all requirements, Mental Health Court staff will work with county legal staff to prepare official documents.

In order to protect client privacy rights, clinical staff will participate in yearly HIPAA training. Because staff from Hill Country MHDD deals with clinical client data, HIPAA training is a yearly requirement. Staff from Hays County will begin HIPAA training during the planning phase of the grant. All members of the Management Team will be required to participate in HIPAA training as they will be provided information about participant progress on a regular basis.

Staff acknowledges that there are potential risks to participants privacy and civil rights that come with participation in the program and will work to mitigate these risks. One such risk is private client information being disseminated to individuals outside of clinical care. In order to mitigate this risk, all private health identifiers will be removed from documentation prior to information being shared with any outside community entity. This will allow program participation to be shared while still protecting clients' privacy. All client data will be stored in a secure Electronic Health Record (EHR) in order to reduced the risk of client data being accessed by anyone outside of clinical staff or the AOT Program Management Team.

Staff will work to ensure program participants are selected on a fair and equitable basis. In order to assist with this, referrals to the program will be collected from a variety of sources including law enforcement, hospital/medical staff, the Hays County District Attorney's Office, and referrals from family members or guardians. By not limiting the source of referrals, staff hope to ensure that a variety of individuals are included in the program. The program will require that participants be a resident of Hays County and be at least 18 years of age. Individuals will not be rejected on the basis of ability, sexual orientation, identification, race, or language spoken. Accommodations will be made for individuals who need translation or interpretation services should the need arise.

In order to erase any suspicion of coercion, no incentives will be offered to program participants.

Data will be collected primarily from program participants. Data collection will involve assessments at intake as well as clinical careening assessments and tools used during treatment. A report will also be written detailing staff observation of participants during the intake interview. This will help staff in creating a treatment plan that best fits the individual's needs. In the event that an individual needs more substantial substance abuse treatment, urine samples will be collected on a weekly basis or as determined by the contracted treatment provider. All of this data will be compiled and stored in the EHR in order to ensure client privacy.

At intake, program participants will be required to complete consent forms in order to be allowed to begin the program. These forms will include a basic consent form indicating consent to entering into the program as well as a form consenting to the collection of data mentioned above. Forms will be available in both English and Spanish – the primary languages spoken in Hays County – and staff will work to ensure translation into other languages is completed by an experiences translator should the need arise. Accommodations will also be made for individuals who need additional services to complete the forms, including the option to have forms read aloud. Consent for youth participation will not be needed as the program will only service individuals who are 18 years or older. All forms will be written at no higher than an 8<sup>th</sup> grade reading level in order to comply with grant requirements and program participants will be

provided with a copy of the forms they sign. Additionally, program participants may request a copy of these forms from program staff at any time for the duration of their participation in the program

## **B.6 Describe how people with lived experience will be involved in the planning and evaluation**

Currently, Hill Country MHDD has 3 peer specialists employed in Hays County who will be involved in providing supplemental support to individuals participating in the program. These peer specialists would provide key feedback regarding effectiveness of the program through the lens of an individual with lived experience. Further, Hill Country MHDD Centers has an active Citizen's Advisory Committee (CAC) that is comprised of community members with lived experience. This committee routinely provides feedback on operations and new programs. During the planning phase of the grant, staff working under the AOT program will provide a presentation to the CAC to receive feedback and input on ways to make the program effective. Another presentation will be given to the CAC three months after the AOT Program begins offering services. This will allow the CAC to offer insights into barriers that are being faced as well as identify potential areas for improvement.

## **C Proposed Evidence Based or Adaptive Service/Practices**

### **C.1 Describe the evidence-based practices (EBP) and any clinical screening tools/assessments you will use.**

Hill Country MHDD staff will be providing clinical services. There are several interventions used. These include: Illness Management Recovery (IMR), Supported Employment, Supported Housing, Seeking Safety, Cognitive Behavioral Therapy, and Cognitive Processing Therapy. Illness Management Recovery is an evidenced-based practice designed to provide mental health clients with knowledge and skills necessary to cope with aspects of their mental illness while maintaining and achieving goals in their recovery.

Supported Employment is an approach to vocational rehabilitation for people with serious mental illnesses that emphasizes helping them obtain competitive work in the community and providing the supports necessary to ensure their success in the workplace. Because the AOT program will have an emphasis on supporting individuals through recovery, this approach will be crucial to helping participants integrate back into their daily lives successfully. Similarly, Supported Housing will help individuals transition back into stable housing after completion or during the duration of the program. Supported Housing Programs are designed to help people with mental health and/or substance use challenges get and keep community housing, and receive psychosocial rehabilitative services, skills training and case management

Seeking Safety a present-focused, coping skills therapy to help people attain safety from trauma and/or substance abuse.

Cognitive Behavior Therapy (CBT) is an effective treatment approach for a range of mental and emotional health issues, including anxiety and depression. CBT aims to help individuals identify and challenge unhelpful thoughts and to learn practical self-help strategies. Cognitive Processing Therapy (CPT) is one specific type of Cognitive Behavioral Therapy. It is a 12-session psychotherapy for PTSD. CPT teaches individuals how to evaluate and change the upsetting thoughts they have had since their trauma.

Additionally, several screening and assessment tools will be used. These include the Adult Needs and Strengths Assessment (ANSA), the Patient Health Questionnaire – 9 (PHQ-9), Positive Symptoms Rating Scale (PSRS), the Brief Negative Symptoms Assessment, the CASGE-AID, and the Columbia Suicide Severity Rating Scale (C-SSRS).

The Adult Needs and Strengths Assessment (ANSA) is a multi-purpose tool developed for adult's mental health services to support decision making, including level of care and service planning, to facilitate quality improvement initiatives and to allow for the monitoring of outcomes of services.

The PHQ-9 is intended as a tool to assist clinicians with identifying and diagnosing depression but is not a substitute for diagnosis by a trained clinician. This is used by some clinicians and organizations to screen patients for undiagnosed depression.

The PSRS is a 4-item measure of positive symptom severity for schizophrenia and the BNSA is a 4-item measure of negative symptom severity for schizophrenia. The CAGE-AID is a five-question tool used to screen for drug and alcohol use; answering yes to two or more questions indicates a complete assessment is advised. The C-SSRS is a unique suicide risk assessment tool that supports suicide risk assessment through a series of simple, plain-language questions that anyone can ask.

## **C.2 Discuss how each EBP, intervention, etc. chosen are appropriate**

Each of these EBPs, interventions and clinical screening/assessments are designed for and utilized with individuals experiencing serious and persistent mental illness. They address a wide range of needs which provides clinical staff with critical flexibility given the varied needs of individuals being served through the program. Intended clinical outcomes include a reduction in symptom interference with daily function, improved awareness of factors that contribute to wellness, and stability with regard to social determinants of health. The intended person-centered outcome is that individuals served through the program accomplish their stated goals in pursuit of recovery.

## **C.3 Describe any modifications you will make to EBPs**

Several of these EBPs were originally authored to be utilized in a controlled setting and a group format. Work in this program will necessitate modifying materials to utilize on a one-to-one basis in community settings such as the individual's home. Modifying EBPs and interventions will allow them to be applicable to the AOT program but will still allow staff to reap the benefits of the evaluations.

## **C.4 Describe the monitoring process you will use to ensure the fidelity of EBPs**

All staff providing EBPs will participate in annual training and competency tests to ensure quality and fidelity. In addition to this, interventions will be shadowed by supervisors quarterly to provide real-time feedback on utilization of the evidence-based practice. Supervisors will utilize fidelity monitoring materials included in the curriculum during these observations. As part of AOT staff's monthly monitoring, staff will ensure all EBPs and interventions are working effectively. If there are issues with any of the assessments, staff will find ways to make sure these tools are being used as they are intended while still being effective for the program.

## **D Staff and Org Experience**

### **D.1 Describe the experience of your organization providing services to adults with serious mental illness**

In 2022 Hays County created a specialty Mental Health treatment court focused on diverting individuals with mental health disorders, substance use disorders, and intellectual and developmental disabilities out of the criminal justice system and linking them to community based services. This program is 12 months in length and consists of three phases: stabilization, psychosocial rehabilitation, and reintegration into the community. The Mental Health Court is currently led by Judge Elaine Brown who took office on January 1, 2023.

Hays County will partner with Hill Country MHDD to provide clinical services. Hill Country MHDD has been providing mental health services in the Central Texas area for 27 years, but has had a presence in Hays County for the last 3 years. Hill Country MHDD offers a variety of services to individuals with severe mental illness including care coordination, medication management, group and individual therapy, and benefit enrollment. The organization also offers pre-paid psychiatric beds at hospitals around the region for individuals in need.

### **D.2 Provide a complete list of staff positions for the project**

In order to accomplish this project, three staffing positions will be created and one position will be continued. Two Assisted Outpatient Treatment Care Coordinator positions will be created for Hill Country MHDD and a Assisted Outpatient Treatment Program Administrator will be created for Hays County and will be housed under the Mental health Court. These positions will operate as 1.0 FTE position. Additionally, Hill Country will continue the Mental Health Diversion Team Lead, which will serve 0.5 FTE and will serve as the Project Evaluator. These positions will be key in coordination of efforts and will operate in different capacities with the Care Coordinator operating in a more clinical capacity and the Assisted Outpatient Treatment Program Administrator operating in an administrative capacity.

The Assisted Outpatient Treatment Care Coordinators will be responsible for providing services and will offer support to individuals living with mental illness who are participating in the Hays County Assisted Outpatient Treatment Program (AOT). Assisted Outpatient Treatment Care Coordinators will assess the individual's strengths and needs and in collaboration with the individual and develop a person- centered recovery plan. The Assisted Outpatient Treatment Care Coordinators will provide skills training, supported housing, supported employment psychosocial rehabilitation, assessment, linkage and referral to support goal progress individuals families living with mental health challenges; crisis prevention/management, Supported Housing and Supported Employment services. The Assisted Outpatient Treatment Care Coordinators is responsible for scheduling and carrying out individual and group services. This position will be required to be trained and certified in crisis intervention.

The Assisted Outpatient Treatment Program Administrator will receive and assess referrals to the AOT Program and determine which referrals will be the most effective for the program. The AOT Program Administrator will coordinate and schedule meetings of both the AOT Management Team and the Steering Committee. Additionally, the Program Administrator will ensure all documentation is created and delivered to SAMSHA in accordance with grant

deadlines. This position will operate as the Project Director and will oversee the administration of the project.

## **E Data Collection and Performance Measurement**

### **E.1 Provide specific information about how you will collect the required data for this program and how such data will be utilized to manage, monitor, and enhance the program.**

All data will be collected through the use of an Electronic Health Record. The Electronic Health Record will serve as an input into a data warehouse that can be queried using Structured Query Language (SQL). This query language allows for fast and accurate data reporting. Data will be routinely reviewed by the project team and will be utilized to make implementation decisions to increase efficiency and efficacy. As an example, the program will routinely review time between program enrollment and first service to ensure that participating individuals have appropriate access to care. Use of the EHR will ensure that client data is protected and is kept accessible only to individuals who need and are qualified to handle the information. When data is presented to individuals outside of the Management Team and clinical care, identifying information will be redacted in order to comply with HIPAA requirements.

The Project Evaluator position will regularly monitor and analyze data and will provide reports to both the AOT Management Team and the Steering Committee at their regular meetings. These are increments of every 30 days and once a quarter respectively. Data analyzed will include demographic information on program participants as well as information about how and at what rates participants are meeting their treatment plan goals. Additionally, the program will track data on what after care services program participants will be linked to. Where possible, the program will also monitor and collect data on participants who have completed the program at increments of 3-, 6-, and 12-months in order to assess if participants are successful after leaving the program. The Project Evaluator will also be responsible for collecting and presenting required information to SAMHSA to comply with grant requirements.



<b>Applicant/Recipient</b> Hays County		<b>Application/Award Number</b>
<b>Project Title:</b>	Hays County Assisted Outpatient Treatment Program	

	Start Date	End Date	Budget Year
Budget Period:	08/01/2024	07/31/2025	1

**For Multi-Year Funded (MYF) awards only**  
(not applicable to new applications for funding) ☐  
Check the box to select the Incremental Period

**COST SHARING AND MATCHING**

**Matching Required:** ☐ YES ☒ NO

**A. Personnel**

Line Item #	Position	Name	Key Position per the NOFO	Check if Hourly Rate	Calculation						FEDERAL REQUEST
					Hourly Rate	Hours	# of Staff	Annual Salary	% Level of Effort (LOE)	Personnel Cost	
1	Assisted Outpatient Treatment Program Administrator	TBD	<input checked="" type="checkbox"/>	<input type="checkbox"/>			1	\$56,374	100.00%	\$56,374	\$56,374
<b>TOTAL</b>										<b>\$56,374</b>	<b>\$56,374</b>

Line Item #	<b>Personnel Narrative:</b>										
1	Assisted Outpatient Treatment Program Administrator	TBD	Key Personnel	Salary \$56,374	# of Staff 1	LOE 100.00%	Personnel Cost \$56,374	Assisted Outpatient Treatment Program Administrator to be employed by Hays County. This position will coordinate and supervise the staff and daily operation of the AOT program and will develop policies, goals, and objectives effecting participants in the AOT program. The Program Administrator will be responsible for coordination of meetings and client care for the AOT program. The Program Administrator will also serve as the Project Director as required by the grant.			

☐ Show In-Kind Personnel Table

**B. Fringe Benefits**

Our organization's fringe benefits consist of the components shown below:

Fringe Component	Rate (%)
Social Security	6.20%
Retirement	13.76%
Medical	20.10%
<b>Total Fringe Rate</b>	<b>40.06%</b>

**Fringe Benefits Cost**

Line Item #	Position	Name	Calculation				FEDERAL REQUEST
			Personnel Cost	Total Fringe Rate (%)	Fixed / Lump Sum Fringe (if any)	Fringe Benefits Cost	

Line Item #	Position	Name	Calculation				FEDERAL REQUEST
			Personnel Cost	Total Fringe Rate (%)	Fixed / Lump Sum Fringe (if any)	Fringe Benefits Cost	
1	Assisted Outpatient Treatment Program Administrator	TBD	\$56,374	40.06%	\$1,286	\$23,869	\$23,869
<b>TOTAL</b>						<b>\$23,869</b>	<b>\$23,869</b>

<b>Fringe Benefits Narrative:</b>
Hays County charges the following fringe benefits as a percentage of salary: Social Security (6.2%), Retirement (13.76%), and Medical (20.10%). The following are charged at a fixed rate: Medicare (\$817.41), Dental (\$404.88) and Life (\$63.12). The total amount of fixed fringe benefits is \$1,285.41.

**C. Travel**

Trip #	Purpose	Origin and Destination	Calculation						FEDERAL REQUEST
			Item	Cost / Rate per Item	Basis	Quantity per Person	Number of Persons	Travel Cost	
1			Local Travel (POV Mileage)		Mile			\$0	\$0
<b>TOTAL</b>								<b>\$0</b>	<b>\$0</b>

Trip #	<b>Travel Narrative:</b>
1	Travel Cost \$0

**D. Equipment**

Line Item #	Item	Check if Item is a Vehicle	Calculation				FEDERAL REQUEST
			Quantity	Purchase or Rental/Lease Cost	Percent Charged to the Project	Equipment Cost	
1		<input type="checkbox"/>				\$0	\$0
<b>TOTAL</b>						<b>\$0</b>	<b>\$0</b>

Line Item #	<b>Equipment Narrative:</b>
1	Quantity Purchase or Rental/Lease Cost % Charged to the Project Equipment Cost \$0

**E. Supplies**

Line Item #	Item	Calculation					FEDERAL REQUEST
		Unit Cost	Basis	Quantity	Duration	Supplies Cost	
1	Dell Latitude Laptop	\$1,500.00		1.00		\$1,500	\$1,500

Line Item #	Item	Calculation					FEDERAL REQUEST
		Unit Cost	Basis	Quantity	Duration	Supplies Cost	
2	Laptop Docking Station	\$220.00		1.00		\$220	\$220
3	Wireless Docking Keyboard/Mouse	\$40.00		1.00		\$40	\$40
4	Dell Optiplex Computer	\$1,050.00		1.00		\$1,050	\$1,050
5	Dell standard 27" monitor	\$290.00		1.00		\$290	\$290
6	Adobe Pro License	\$70.00		1.00		\$70	\$70
7	Polycom Desk Phone	\$125.00		1.00		\$125	\$125
8	Cell phone service	\$50.00	monthly	12.00		\$600	\$600
9	Fujitsu fi-8170 Scanner	\$1,500.00		1.00		\$1,500	\$1,500
<b>TOTAL</b>						<b>\$5,395</b>	<b>\$5,395</b>

Line Item #	Supplies Narrative:					
1	Dell Latitude Laptop	Unit Cost \$1,500.00	Basis	Quantity 1.00	Duration	Supplies Cost \$1,500
	Laptop to be used by AOT Program Administrator to perform day to day tasks including sending emails, creating reports, analyzing data, etc.					
2	Laptop Docking Station	Unit Cost \$220.00	Basis	Quantity 1.00	Duration	Supplies Cost \$220
	Laptop docking station to be able to dock laptop into desktop computer in order to have a larger screen size					
3	Wireless Docking Keyboard/Mouse	Unit Cost \$40.00	Basis	Quantity 1.00	Duration	Supplies Cost \$40
	Keyboard and mouse to be used when computer is docked					
4	Dell Optiplex Computer	Unit Cost \$1,050.00	Basis	Quantity 1.00	Duration	Supplies Cost \$1,050
	Optiplex computer to be used as desktop computer when AOT Program Administrator is working in the office.					
5	Dell standard 27" monitor	Unit Cost \$290.00	Basis	Quantity 1.00	Duration	Supplies Cost \$290
	Additional monitor to be used in conjunction with computer when laptop is docked.					
6	Adobe Pro License	Unit Cost \$70.00	Basis	Quantity 1.00	Duration	Supplies Cost \$70
	Adobe Pro License to allow AOT Program Administrator to create, view, and edit PDF documents					
7	Polycom Desk Phone	Unit Cost \$125.00	Basis	Quantity 1.00	Duration	Supplies Cost \$125
	Desk phone for AOT Program Administrator to be able to communicate with internal Hays County staff as well as external entities. Position will need to make and receive calls to help coordinate efforts of the AOT program.					
8	Cell phone service	Unit Cost \$50.00	Basis monthly	Quantity 12.00	Duration	Supplies Cost \$600
	Monthly cell phone cost for Program Admin position. Hays County receives the cell phone for free, but pays a \$50 monthly service charge for service. The Program Admin will need to have the ability to coordinate with program participants as well as AOT program staff while out in the community.					
9	Fujitsu fi-8170 Scanner	Unit Cost \$1,500.00	Basis	Quantity 1.00	Duration	Supplies Cost \$1,500
	Scanner needed for staff members to scan in client information and consent forms to be stored securely.					

## F. Contractual

### Summary of Contractual Costs

Agreement #	Name of Organization or Consultant	Type of Agreement	Contractual Cost	FEDERAL REQUEST
1	Hill Country MHDD	Subaward	\$178,451	<b>\$178,451</b>
2	TBD - Inpatient Substance Use Treatment	Contract	\$150,000	<b>\$150,000</b>
3	TBD - Driving Service	Contract	\$22,500	<b>\$22,500</b>
<b>TOTAL</b>			<b>\$350,951</b>	<b>\$350,951</b>

**Contractual Details for Hill Country MHDD**

Agreement #	Services and Deliverables Provided
1	<p>3 Staff Members (2 1.0 FTE Assisted Outpatient Treatment Care Coordinator and 1 0.5 FTE Mental Health Diversion Team Lead) for Hill Country MHDD who is the local Mental health Authority for Hays County. These positions will serve as the Program Evaluator.</p> <p>Supply costs to allow staff to perform job duties as needed.</p> <p>Travel costs for transporting program participants to and from appointments.</p> <p>Medication assistance costs through Hill Country MHDD for program participants.</p>

<input checked="" type="checkbox"/> Personnel	<input checked="" type="checkbox"/> Travel	<input checked="" type="checkbox"/> Supplies	<input type="checkbox"/> Indirect Charges
<input checked="" type="checkbox"/> Fringe Benefits	<input type="checkbox"/> Equipment	<input checked="" type="checkbox"/> Other	

**Contractual Personnel Costs for Hill Country MHDD**

Line Item #	Position	Name	Key Position per the NOFO	Check if Annual Salary	Calculation						FEDERAL REQUEST
					Hourly Rate	Hours	# of Persons	Annual Salary	% Level of Effort (LOE)	Contractual Personnel Cost	
1	Assisted Outpatient Treatment Care Coordinator	TBD	<input type="checkbox"/>	<input checked="" type="checkbox"/>			2	\$46,759	100.00%	\$93,518	\$93,518
2	Mental Health Diversion Team Lead	TBD	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			1	\$75,649	50.00%	\$37,825	\$37,825
<b>TOTAL</b>										<b>\$131,343</b>	<b>\$131,343</b>

Line Item #	Contractual Personnel Narrative:										
1	Assisted Outpatient Treatment Care	TBD			Salary \$46,759	# of Persons 2		LOE 100.00%		Personnel Cost \$93,518	
	Hill Country MHDD will hire two Assisted Outpatient Treatment Care Coordinator positions to serve this program. One of these positions will additionally serve as the Key Evaluator position as required by the grant program. Treatment Care Coordinators will work with program participants to create and maintain a treatment plan and will provide skills training, supported housing, supported employment psychosocial rehabilitation, assessment, linkage and referral to support goal progress individuals families living with mental health challenges; crisis prevention/management, Supported Housing and Supported Employment services. The Assisted Outpatient Treatment Care Coordinator is responsible for scheduling and carrying out individual and group services. This position will be required to be trained and certified in crisis intervention.										
2	Mental Health Diversion Team Lead	TBD	Key Personnel		Salary \$75,649	# of Persons 1		LOE 50.00%		Personnel Cost \$37,825	
	The Mental Health Diversion Team lead will serve as the Project Evaluator and will perform data analysis and reporting for this project. The Team Lead will present reports and updates to both the AOT Management Team and the Steering Committee and will be responsible for altering the team if the program is not meeting goals.										

**Contractual Fringe Benefits Costs for Hill Country MHDD**

Contractual fringe benefits consist of the components shown below:

Contractual Fringe Component	Rate (%)
Organizational Fringe Rate	31.50%
Total Fringe Rate	31.50%

**Contractual Fringe Benefits Costs**

Line Item #	Position	Name	Calculation				FEDERAL REQUEST
			Contractual Personnel Cost	Total Fringe Rate (%)	Fixed / Lump Sum Fringe (if any)	Contractual Fringe Benefits Cost	
1	Assisted Outpatient Treatment Care Coordinator	TBD	\$93,518	31.50%		\$29,458	\$29,458
2	Mental Health Diversion Team Lead	TBD	\$37,825	31.50%		\$11,915	\$11,915
<b>TOTAL</b>						<b>\$41,373</b>	<b>\$41,373</b>

**Contractual Fringe Benefits Narrative:**

Hill Country MHDD charges fringe at a standard rate of 31.5%.

**Contractual Travel Costs for Hill Country MHDD**

Trip #	Purpose	Origin and Destination	Calculation						FEDERAL REQUEST
			Item	Cost / Rate per Item	Basis	Quantity per Person	Number of Persons	Contract Travel Cost	
1	Travel to and from appointments for program participants	Local travel	Local Travel (POV Mileage)	\$0.67	Mile	500.00	1	\$335	\$335
<b>TOTAL</b>								<b>\$335</b>	<b>\$335</b>

Trip #	<b>Contractual Travel Narrative:</b>								
1	Travel to and from appointments for program participants	Local travel	Hill Country MHDD has a vehicle that can transport clients to and from appointments. Anticipated miles in the first year (6 months worth of client services) is 500. Hill Country MHDD has a travel policy that states mileage is reimbursed at a cost of \$0.67per mile.						Travel Cost \$335

**Contractual Supplies Costs for Hill Country MHDD**

Line Item #	Item	Calculation					FEDERAL REQUEST
		Unit Cost	Basis	Quantity	Duration	Contractual Supplies Cost	
1	Laptop	\$1,500.00		2.00		\$3,000	\$3,000
2	Cell phone	\$50.00	per month	2.00	12.00	\$1,200	\$1,200
<b>TOTAL</b>						<b>\$4,200</b>	<b>\$4,200</b>

Line Item #	<b>Contractual Supplies Narrative:</b>						
	Laptop	Unit Cost \$1,500.00	Basis	Quantity 2.00	Duration	Supplies Cost \$3,000	

Line Item #	Contractual Supplies Narrative:					
1	One laptop per staff member for Hill Country MHDD. Laptops will be used by staff in order to do daily tasks required of the position including preparing reports, completing evaluations, entering data into the secure Electronic Health Record and coordinating with stakeholders.					
2	Cell phone	Unit Cost \$50.00	Basis per month	Quantity 2.00	Duration 12.00	Supplies Cost \$1,200
	One cell phone per position that will be used for employment purposes. Hill Country MHDD participates in a program that provides a cell phone to the employee at no cost with a \$50/month charge for service. Staff will often be out in the community and need a way to communicate with clients and other staff members.					

Contractual Other Costs for Hill Country MHDD

Line Item #	Item	Check for Minor A&R	Calculation					FEDERAL REQUEST
			Unit Cost / Rate	Basis	Quantity	Duration	Contractual Other Cost	
1	Medication Assistance	<input type="checkbox"/>	\$8.00	per month	25.00	6.00	\$1,200	\$1,200
<b>TOTAL</b>							<b>\$1,200</b>	<b>\$1,200</b>

Line Item #	Contractual Other Narrative:					
1	Medication Assistance	Unit Cost/Rate \$8.00	Basis per month	Quantity 25.00	Duration 6.00	Other Cost \$1,200
	Assistance with necessary medication for p[rogram participants who are unable to purchase.					

Contractual Total Direct Charges for Hill Country MHDD

TOTAL DIRECT CHARGES FOR THIS AGREEMENT	TOTAL FEDERAL REQUEST
	\$178,451

Contractual Total Cost for Hill Country MHDD

TOTAL COST	TOTAL FEDERAL REQUEST
\$178,451	\$178,451

**Contractual Details for** TBD - Inpatient Substance Use Treatment

Agreement #	<b>Services and Deliverables Provided</b>
2	Inpatient Substance Use Treatment services for 30 days.

<input type="checkbox"/> Personnel	<input type="checkbox"/> Travel	<input type="checkbox"/> Supplies	<input type="checkbox"/> Indirect Charges
<input type="checkbox"/> Fringe Benefits	<input type="checkbox"/> Equipment	<input checked="" type="checkbox"/> Other	

Contractual Other Costs for TBD - Inpatient Substance Use Treatment

Line Item #	Item	Check for Minor A&R	Calculation					FEDERAL REQUEST
			Unit Cost / Rate	Basis	Quantity	Duration	Contractual Other Cost	
1	Substance Use Treatment	<input type="checkbox"/>	\$500.00	per day	10.00	30.00	\$150,000	\$150,000

Line Item #	Item	Check for Minor A&R	Calculation					FEDERAL REQUEST
			Unit Cost / Rate	Basis	Quantity	Duration	Contractual Other Cost	
					TOTAL		\$150,000	\$150,000

Line Item #	Contractual Other Narrative:									
1	Substance Use Treatment	Unit Cost/Rate	\$500.00	Basis per day	Quantity	10.00	Duration	30.00	Other Cost	\$150,000
	Funds budgeted for 10 30-day inpatient substance abuse treatment stays. Inpatient stays will be used when it is determined that program participants need a higher level of care than outpatient care can provide. Stays are estimated at \$500/day. Contract will be executed with a qualified care provider that will be selected through proper purchasing protocols.									

Contractual Total Direct Charges for TBD - Inpatient Substance Use Treatment

TOTAL DIRECT CHARGES FOR THIS AGREEMENT	TOTAL FEDERAL REQUEST
	\$150,000

Contractual Total Cost for TBD - Inpatient Substance Use Treatment

TOTAL COST	TOTAL FEDERAL REQUEST
\$150,000	\$150,000

**Contractual Details for TBD - Driving Service**

Agreement #	<b>Services and Deliverables Provided</b>
3	Driving Services to assist with taking program participants to and from appointments, necessary treatments, and court appearances.

☐ Personnel
 ☒ Travel
 ☐ Supplies
 ☐ Indirect Charges

☐ Fringe Benefits
 ☐ Equipment
 ☐ Other

Contractual Travel Costs for TBD - Driving Service

Trip #	Purpose	Origin and Destination	Calculation						FEDERAL REQUEST
			Item	Cost / Rate per Item	Basis	Quantity per Person	Number of Persons	Contract Travel Cost	
1	Transportation for participants to and from necessary appointments	Local travel within Hays County	Other (No registration fees)	\$75.00	day	12.00	25	\$22,500	\$22,500
<b>TOTAL</b>								<b>\$22,500</b>	<b>\$22,500</b>

Trip #	Contractual Travel Narrative:			
	Transportation for participants to and from necessary appointments	Local travel within Hays County	Travel Cost	\$22,500
1	Hays County will contract with a local driving service that can transport program participants to necessary appointments and meetings. Because Hays County is geographically very large, not all areas offer equitable public transportation services. By providing transportation, Hays County hopes to help program participants overcome potential barriers to participation in and completion of the AOT program. Contracting with a service will allow AOT staff to help coordinate all necessary rides and			



Trip #	Contractual Travel Narrative:
	will alleviate the burden of scheduling rides from the program participants. A contract will be established through county purchasing protocols.

Contractual Total Direct Charges for TBD - Driving Service

TOTAL DIRECT CHARGES FOR THIS AGREEMENT	TOTAL FEDERAL REQUEST
	\$22,500

Contractual Total Cost for TBD - Driving Service

TOTAL COST	TOTAL FEDERAL REQUEST
\$22,500	\$22,500

**G. Construction:** Not Applicable

**H. Other**

Line Item #	Item	Check if Minor A&R	Calculation					FEDERAL REQUEST
			Unit Cost / Rate	Basis	Quantity	Duration	Other Cost	
1		<input type="checkbox"/>					\$0	\$0
TOTAL							\$0	\$0

Line Item #	Other Narrative:						
1		Unit Cost/Rate	Basis	Quantity	Duration	Other Cost	\$0

**I. Total Direct Charges**

TOTAL DIRECT CHARGES	TOTAL FEDERAL REQUEST
	\$436,589

**J. Indirect Charges**

**Type of IDC Rate / Cost Allocation Plan**

We elect to charge the de minimis rate of 10%

De Minimis Rate Statement (we have never received a federally negotiated IDC rate):

We have never received an approved federally negotiated IDC rate and we are electing to charge the de minimis rate of 10% of

modified total direct costs (MTDC) until such time we have an approved federally negotiated IDC rate. We will use the de minimis rate consistently for all federal awards until we choose to negotiate for an IDC rate, which we may apply to do at any time.

Indirect Charges

Calculation			FEDERAL REQUEST
De Minimis Rate (%)	MTDC Base	IDC	
10.00%	\$160,638	\$16,064	\$16,064
<b>TOTAL</b>		<b>\$16,064</b>	<b>\$16,064</b>

<b>Indirect Charges Narrative:</b>
Indirect costs to assist with overhead for running grant program. We are electing to charge the de minimis 10% rate on all categories excluding amounts over \$25,000 of each contract.

**REVIEW OF COST SHARING AND MATCHING**

Cost sharing or matching is not required for this grant.

**BUDGET SUMMARY: YEAR 1**

BUDGET CATEGORY	FEDERAL REQUEST
A. Personnel	\$56,374
B. Fringe Benefits	\$23,869
C. Travel	\$0
D. Equipment	\$0
E. Supplies	\$5,395
F. Contractual	\$350,951
G. Construction (N/A)	\$0
H. Other	\$0
<b>I. Total Direct Charges (sum of A to H)</b>	<b>\$436,589</b>
J. Indirect Charges	\$16,064
<b>Total Projects Costs (sum of I and J)</b>	<b>\$452,653</b>

**BUDGET SUMMARY FOR REQUESTED FUTURE YEARS**

	Year 2	Year 3	Year 4	Year 5
Budget Category	FEDERAL REQUEST	FEDERAL REQUEST	FEDERAL REQUEST	FEDERAL REQUEST
A. Personnel	\$58,065	\$59,807	\$61,601	\$63,449
B. Fringe Benefits	\$24,547	\$25,245	\$25,963	\$26,704
C. Travel				

D. Equipment				
E. Supplies	\$670	\$670	\$670	\$670
F. Contractual	\$404,959	\$414,000	\$411,766	\$409,177
G. Construction	\$0	\$0	\$0	\$0
H. Other				
I. Total Direct Charges (sum A to H)	\$488,241	\$499,722	\$500,000	\$500,000
J. Indirect Charges				
Total Project Costs (sum of I and J)	\$488,241	\$499,722	\$500,000	\$500,000

<b>Budget Summary Narrative:</b>

**FUNDING LIMITATIONS / RESTRICTIONS**

<b>Funding Limitation/Restriction</b>

	Year 1	Year 2	Year 3	Year 4	Year 5	Total for Budget Category
A. Personnel						
B. Fringe Benefits						
C. Travel						
D. Equipment						
E. Supplies						
F. Contractual						
H. Other						
I. Total Direct Charges (sum A to H)						
J. Indirect Charges						
TOTAL for the Budget Year						
Percentage of the Budget	0.000%	0.000%	0.000%	0.000%	0.000%	

<b>Funding Limitation/Restriction Narrative:</b>



BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006  
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
Assisted Outpatient Treatment Program 1. for Individuals with Serious Mental Illness	93.997			\$452,653	\$0	\$452,653
2.						
3.						
4.						
5. Totals				\$452,653	\$0	\$452,653

# SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$56,374	\$0			\$56,374
b. Fringe Benefits	\$23,869	\$0			\$23,869
c. Travel	\$0	\$0			\$0
d. Equipment	\$0	\$0			\$0
e. Supplies	\$5,395	\$0			\$5,395
f. Contractual	\$350,951	\$0			\$350,951
g. Construction	\$0	\$0	\$0	\$0	\$0
h. Other	\$0	\$0			\$0
i. Total Direct Charges (sum of 6a-6h)	\$436,589	\$0			\$436,589
j. Indirect Charges	\$16,064	\$0			\$16,064
k. TOTALS (sum of 6i and 6j)	\$452,653	\$0			\$452,653
7. Program Income	\$0	\$0	\$0	\$0	\$0

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## SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. Assisted Outpatient Treatment Program for Individuals with Serious Mental Illness				
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)				

## SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal					
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)					

## SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Assisted Outpatient Treatment Program for Individuals with Serious Mental Illness	\$488,241	\$499,722	\$500,000	\$500,000
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$488,241	\$499,722	\$500,000	\$500,000

## SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

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**Hays County Commissioners Court**

**Date:** 10/01/2024

**Requested By:**

T. CRUMLEY/JONES

**Sponsor:**

Judge Becerra

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**Agenda Item**

Authorize the submission of a grant application to the Flint Hills Resources Helping Heroes grant program in the amount of \$10,000.00. **BECERRA/T.CRUMLEY/JONES**

**Summary**

If awarded, funds would pay for a portion of annual maintenance for the Office of Emergency Services Hazardous Material Monitors. These monitors must have regular maintenance performed yearly. The Flint Resources Helping Heroes program provides funding to emergency responders for training and equipment. There is no match required.

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**Attachments**

Application  
Narrative

[Home Page](#)[About The Program](#)[Apply for a Grant](#)[Application Form](#)[more...](#)

To be filled out by Agency or Department

#### DEPARTMENT INFORMATION

*\* Indicates required field*

Name of agency or department \*

Hays County Office of Emergency Services

Volunteer Department? \*

Yes

No

Contact name \*

Simone Corprew

Telephone Number \*

512 749 1161

Email \*

simone.corprew@hayscountytexas.gov

Address \*

101 Thermon Dr

Line 1

Line 2

Line 2

San Marcos

City

TX

State

78666

Zip Code

United States

Country

Department Type \*

Government Entity

Non-Government Entity

If non-government, is your department a 501(c)(3)? \*

Yes

No

Not Applicable

ADDITIONAL INFORMATION

Percentage of personnel paid vs. volunteer

Total number of personnel \*

27

% Paid \*

89

% Volunteer \*

11

DESCRIPTION OF NEED (Not more than 300 words - attach sheets as needed)

Estimated cost of request: \*

The total cost of the project is \$14,470. Hays County is seeking \$10,000 in grant funding to go toward the cost of this project.

Brief explanation of the training or equipment request: \*

Attach sheets as needed.

Choose File

No file chosen

Max file size: 20MB

Submit

---

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The Hays County Office of Emergency Services is seeking funding to perform necessary maintenance on HazMat Monitoring equipment for the Hays County HazMat team. This equipment includes 4 RAE AreaRAE Pros, 3 RAE systems MutiRAE Lite, 1 RAE MultiRAE Lite, 1 Rigaku CQL, the annual calibration of 11 Thermo Scientific RadEye-G, and the annual calibration of 10 Level A Suits. The Hays County HazMat team is a regional response team and responds to calls across the Central Texas region and needs to ensure all equipment is maintained and can properly respond to chemical CBRNE events.

The HazMat team responds to all hazardous material calls and collaborates with local law enforcement agencies when responding to terroristic threats including homemade explosive laboratories and home drug labs. With the rise of drug distribution and creation rising in Hays County and the surrounding areas, the need for this team is greater than ever. These devices are also used in yearly training exercises to ensure local first responders are prepared and properly educated when responding to chemical CBRNE events.

Yearly maintenance of these devices costs \$14,470. Hays County is seeking \$10,000 in grant funding to offset this cost. The devices are managed by the Hays County Office of Emergency Services who ensures yearly maintenance is completed.

The total cost of the project is \$14,470. Hays County is seeking \$10,000 in grant funding to go toward the cost of this project.



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Ron Hood

Sponsor:

Commissioner Smith

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### Agenda Item:

Authorize the Hays County Constable, Pct. 4 Office to accept a \$100.00 donation from Mr. Anthony Allen of Dripping Springs and amend the budget accordingly. **SMITH/HOOD**

### Summary:

Mr. Anthony B. Allen, of Dripping Springs, wishes to donate \$100.00 to the Hays County Constable, Pct. 4, for its law enforcement training budget to purchase ammunition for officers qualifying process.

### Fiscal Impact:

Amount Requested: None

Line Item Number: 001-638-00.4610/.5206

### Budget Office:

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments: Budget donated funds in FY25 for use.

(\$100) - Increase Contributions 001-638-00.4610

\$100 - Increase Law Enforcement Supplies 001-638-00.5206

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: purchase of ammunition must follow the purchasing policy

### Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$100 in Contributions

Comments:

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## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Sponsor: Commissioner Ingalsbe

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### Agenda Item

Approve the cancelation of the Hays County Commissioners Court on the following dates in 2025: January 14 and 28, February 4 and 18, March 11 and 18, April 1,15,and 29, May 13 and 27, June 3 and 17, July 1, 15 and 22, August 26, September 9 and 23, October 7 and 21, November 4, 11 and 25, December 9, 23 and 30. **INGALSBE**

### Summary

Court dates have been presented for cancelation due to upcoming education and training opportunities. I have coordinated with the Budget Officer, regarding the cancelation of these dates, to ensure there are no conflicts with the budget process.

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## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Marcus Pacheco

Sponsor:

Judge Becerra

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### Agenda Item:

Approve and authorize payment in the amount of \$606.00 to the San Marcos Daily Record related to publishing a notice related to the Municipal Separate Storm Sewer System (MS4) program as required by the Texas Commission on Environmental Quality (TCEQ), where no purchase order was obtained as required per the Hays County Purchasing Policy.  
**BECERRA/PACHECO**

### Summary:

As part of the County's Stormwater Management Program, notice was required to be published in a newspaper of general circulation in the County by the Texas Commission of Environmental Quality.

### Fiscal Impact:

Amount Requested: \$606.00

Line Item Number: 001-645-00-5462

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: No

Comments: No purchase order obtained

### Auditor's Office

G/L Account Validated Y/N?: Yes, Public Notice Expense

New Revenue Y/N?: N/A

Comments:

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## Attachments

SM Daily Record - Invoice



# San Marcos Daily Record

# Invoice

P.O. Box 1109  
San Marcos, TX 78667  
512-392-2458

Efren Chavez Jr., MPA  
Hays County Development Services  
2171 Yarrington Road  
Kyle, TX 78640

<b>Customer No.:</b>	RA7975
<b>Phone:</b>	512-393-7723
<b>Your Rep</b>	Jonas, Kim
<b>Inv. No.:</b>	141567
<b>Inv. Date:</b>	11/09/23
<b>Due Date:</b>	12/31/23

Ad No.	Ad Type	Size	Col. Inch	Description	Customer PO
73473	Classified	4 X 15	60.0	tceq txr040544	

## Details

Start	End	Qty.	Publication	Page	Reference	Rate	Amount
11/09/23	11/09/23	60	Legal Classifieds		tceq txr040544	\$10.10	\$606.00

<b>Invoice Total</b>	\$606.00
<b>Amount Due</b>	\$606.00

Received In The Office

SEP 13 REC'D

Hays County Auditor

**San Marcos Publishing, LP**  
**San Marcos Daily Record**  
P.O. Box 1109, San Marcos, Texas 78667  
**(512) 392-2458**

State of Texas  
County of Hays

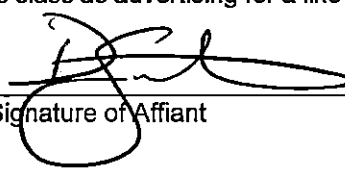
Before me, the undersigned authority, holding the office of Notary Public in and for Hays County, Texas, personally appeared Dalton Sweat, who being by me here and now duly sworn, upon oath says:

My name is Dalton Sweat, and I am the Publisher, of the San Marcos Daily Record, a newspaper of general circulation in Hays County and Caldwell County, Texas, and a newspaper which has been regularly and continuously published in San Marcos, Hays County, Texas, for a period of more than one year immediately preceding the date of publications of the following, and that the said notice, a copy of which follows, was published in the regular edition of said newspaper for a period of

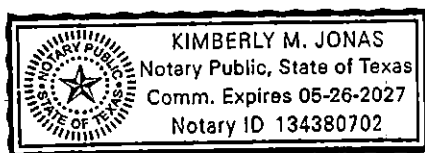
1 on the following dates:

November 9, 2023

The said Publisher, Dalton Sweat further states that the rate charged for this publication is the lowest rate charged to commercial advertisers for the same class as advertising for a like amount of space.

  
Signature of Affiant

Subscribed and Sworn to me, by the said Publisher Dalton Sweat this 22 day of, March, 2024 to certify which witness my hand and seal of office.



  
NOTARY PUBLIC in and for  
Hays County, Texas

# FIEDS

lassified

2-2458

nmarcosrecord.com

00 am - 5:00 pm

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WE ACCEPT



Public  
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## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



### NOTICE OF APPLICATION AND PRELIMINARY DECISION FOR SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) RENEWAL

General Permit Authorization No. TXR040544

**APPLICATION AND PRELIMINARY DECISION.** Hays County, P.O. BOX 906, San Marcos, Texas 78667, has applied to the Texas Commission on Environmental Quality (TCEQ) under Texas Pollutant Discharge Elimination System (TPDES) Small MS4 General Permit No. TXR040000 for a renewal of authorization number TXR040544 to discharge stormwater to surface water in the state from the Hays County MS4. The notice of intent (NOI) and stormwater management program (SWMP) were received by the TCEQ on July 19, 2019.

The MS4 is located within the unincorporated area of Hays County that is located within the Austin Urbanized Area in Hays County Texas. The discharge from the MS4 will eventually reach Onion Creek in Segment No. 1427 of the Colorado River Basin; and the Lower San Marcos River, the Lower Blanco River, Plum Creek, and the Upper San Marcos River in Segment Nos. 1427, 1808, 1809, 1810, and 1814, respectively, of the Guadalupe River Basin.

A copy of the NOI, SWMP, general permit, and general permit fact sheet are available for viewing and copying at Hays County Transportation Department, 2171 Yarrington Road, San Marcos, Texas 78666. The SWMP can also be viewed online at Hays County's website at <https://hayscountytexas.com/departments/transportation-department/stormwater-ms4-areas/>. Substantial changes to the MS4's SWMP during the permit term will be posted on the same website.

The TCEQ Executive Director has completed the technical review of the application and SWMP. The SWMP, if approved, would establish additional terms and conditions, not included in the general permit, under which the MS4 must operate. The Executive Director has made the preliminary decision that the SWMP meets all statutory and regulatory

Comments or request a public meeting about this application. The purpose of a public meeting is to provide the opportunity to submit written or oral comments or to ask questions about the application. The TCEQ will hold a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing. If significant interest exists, the Executive Director will direct the applicant to publish a notice of the public meeting and hold the public meeting. The applicant must publish notice of a public meeting at least 30 days prior to the meeting in a newspaper of general circulation in the county where the MS4 is located. If the MS4 is located in more than one county, the applicant must publish notice in a newspaper of general circulation in the county containing the largest residential population.

Not be needed.  
All written public comments and public meeting requests must be submitted to the Office of the Chief Clerk, MC105, TCEQ, P.O. Box 13087, Austin, Texas 78711-3087 or\* electronically at <https://www.tceq.texas.gov/goto/comment> within 30 days of the date of newspaper publication of this notice.

No. After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant material, or significant public comments. The response to comments will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application.

rcos,

**MAILING LIST.** If you submit public comments, a request for a public meeting, or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; or (2) the mailing list for a specific county. If you wish to be placed on the permanent or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address above.

**INFORMATION AVAILABLE ONLINE.** For details about the status of the application, visit the Commissioners' Integrated Database at <https://www.tceq.texas.gov/goto/cid>. Search the database using the permit number for this application, which is provided at the top of this notice.

**AGENCY CONTACTS AND INFORMATION.** Any personal contact information you provide to the TCEQ will become part of the agency's records; this includes your name, phone number, email address, and physical address. For more information about this application or the permitting process, please call the TCEQ Public Education Program, toll free, at 1-800-687-4040 or visit their website at <https://www.tceq.texas.gov/goto/pep>. Si desea informacion en español, puede llamar al 1-800-687-4040.

Further information may also be obtained from Hays County at the address stated above or by calling Mr. James Parman at 512-393-2176.

Issuance Date: October 20, 2023

**SERVICE  
ON PAGE 4**



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

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### Agenda Item:

Authorize the execution of the Social Service Agency contracts as approved in the Fiscal Year 2025 budget. **BECERRA/DORSETT**

### Summary:

Annual contracts that outline approved funding, services provided, and reporting requirements will be executed as approved during the FY 2025 annual budget process.

### Fiscal Impact:

Amount Requested: \$892,250

Line Item Number: 001-895-98]

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

### Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

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## Attachments

FY25 Social Service Funding

# FY 2025 Social Services - Commissioners Court Adopted

G/L Account	Agency	2022 Actual Amount	2023 Actual Amount	2024 Adopted Amount	2024 Amended Budget	2024 Actual Budget	2025 Requested	2025 Recommended	2025 Adopted
Fund 001 - General Fund									
Department 895 - Community Services									
Cost Center 300 - Discretionary									
5800 Grant Funding		-	-	-	-	-	-	25,000	-
Cost Center 301 - Buda Public Library									
5800 Grant Funding		35,000	35,000	35,000	35,000	26,250	90,000	35,000	35,000
Cost Center 302 - Dripping Springs Library									
5800 Grant Funding		35,000	35,000	35,000	35,000	26,250	90,000	35,000	35,000
Cost Center 303 - Kyle Community Library									
5800 Grant Funding		35,000	35,000	35,000	35,000	26,250	90,000	35,000	35,000
Cost Center 304 - San Marcos Public Library									
5800 Grant Funding		85,000	85,000	85,000	85,000	63,750	140,000	85,000	85,000
Cost Center 305 - Wimberley Village Library									
5600 Project Contributions		200,000	-	-	-	-	-	-	-
5800 Grant Funding		35,000	35,000	35,000	35,000	26,250	90,000	35,000	35,000
Cost Center 308 - Hays County Crimestoppers									
5800 Grant Funding		5,000	5,000	5,000	5,000	3,750	10,000	5,000	5,000
Cost Center 315 - Indigenous & Tejano Comm Council									
5800 Grant Funding		-	10,000	10,000	10,000	7,500	30,000	10,000	10,000
Cost Center 317 - Community Action									
5800 Grant Funding		19,000	19,000	19,000	19,000	14,250	27,500	19,000	19,000
Cost Center 318 - Wimberley Sr Citizens									
5800 Grant Funding		10,000	10,000	10,000	10,000	7,500	15,000	10,000	10,000
Cost Center 319 - Greater San Marcos Sr Citizens									
5600 Project Contributions		-	40,000	-	-	-	-	-	-
5800 Grant Funding		4,000	10,000	10,000	10,000	7,500	10,000	10,000	10,000
Cost Center 320 - Kyle Area Sr Zone									
5600 Project Contributions		200,000	-	-	-	-	-	-	-
5800 Grant Funding		12,000	12,000	12,000	12,000	9,000	20,000	12,000	12,000
Cost Center 321 - Hill Country Sr Citizens									
5800 Grant Funding		22,500	22,500	22,500	22,500	16,875	50,000	22,500	22,500
Cost Center 322 - Onion Creek Sr Citizens									
5800 Grant Funding		12,000	12,000	12,000	12,000	9,000	15,000	12,000	12,000
Cost Center 323 - Combined Community Action									
5800 Grant Funding		13,000	13,000	13,000	13,000	9,750	15,000	13,000	13,000
Cost Center 324 - The Friends Foundation									
5800 Grant Funding		4,000	4,000	4,000	4,000	3,000	5,000	4,000	4,000
Cost Center 326 - Hays Co Area Food Bank									
5800 Grant Funding		55,000	55,000	55,000	55,000	41,250	80,000	55,000	55,000
Cost Center 332 - Hays Co SWCD #351									
5800 Grant Funding		4,500	4,500	4,500	4,500	3,375	7,500	4,500	4,500

# FY 2025 Social Services - Commissioners Court Adopted

G/L Account	Agency	2022 Actual Amount	2023 Actual Amount	2024 Adopted Amount	2024 Amended Budget	2024 Actual Budget	2025 Requested	2025 Recommended	2025 Adopted
5800	Cost Center 338 - Hays Caldwell Alcohol & Drug Abuse Grant Funding	37,500	37,500	37,500	37,500	28,125	40,000	37,500	37,500
5600	Cost Center 339 - Hays-Caldwell Women's Center Project Contributions	300,000	-	-	-	-	-	-	-
5800	Grant Funding	80,000	80,000	80,000	80,000	60,000	95,000	80,000	80,000
5800	Cost Center 340 - Scheib Opportunity Center Grant Funding	42,500	42,500	42,500	42,500	31,875	42,500	42,500	42,500
5800	Cost Center 341 - Southside Community Center Grant Funding	25,000	25,000	25,000	25,000	18,750	40,000	25,000	25,000
5800	New - City of Buda Senior Transportation Grant Funding	-	-	-	-	-	21,000	Moved to ARPA Fund	<b>Moved to ARPA Fund</b>
5800	Cost Center 350 - San Marcos Youth Service Bureau Grant Funding	13,500	13,500	13,500	13,500	10,125	30,000	13,500	13,500
5800	Cost Center 351 - Greater SM Youth Shelter Grant Funding	70,000	70,000	70,000	70,000	52,500	80,000	70,000	70,000
5600	Cost Center 352 - CASA of Central Texas Project Contributions	200,000	-	-	-	-	-	-	-
5800	Grant Funding	40,000	40,000	40,000	40,000	30,000	100,000	40,000	40,000
5800	Cost Center 353 - Big Brothers and Big Sisters Grant Funding	5,250	5,250	5,250	5,250	3,938	10,000	5,250	5,250
5800	Cost Center 354 - Hays Co Child Protective Board Grant Funding	60,000	60,000	60,000	60,000	45,000	60,000	60,000	60,000
5600	Cost Center 360 - Pet Prevent a Liter Project Contributions	3,880	-	-	-	-	-	-	-
5800	Grant Funding	25,000	35,000	35,000	35,000	26,250	174,850	35,000	35,000
5800	Cost Center 366 - Nosotros La Gente Grant Funding	5,000	5,000	5,000	5,000	3,750	5,000	5,000	5,000
5800	Cost Center 368 - Indigenous Cultures Grant Funding	1,500	1,500	1,500	1,500	1,125	5,000	1,500	1,500
5800	Cost Center 375 - CARTS Hays Co Transit Grant Funding	20,000	20,000	20,000	20,000	15,000	25,000	20,000	20,000
5600	Cost Center 381 - Hays Co Dispute Resolution Ctr Project Contributions	-	50,000	-	-	-	-	-	-
5800	Cost Center 384 - Friends of Family Justice Center Grant Funding	55,000	-	-	-	-	-	-	-
5800	Cost Center 385 - Capital Idea Grant Funding	50,000	55,000	55,000	55,000	41,250	55,000	55,000	55,000
<b>Fund 001 - General Fund Totals</b>		<b>1,820,130</b>	<b>982,250</b>	<b>892,250</b>	<b>892,250</b>	<b>669,187</b>	<b>1,568,350</b>	<b>917,250</b>	<b>892,250</b>



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Sheriff Gary Cutler & Brett Littlejohn

Sponsor:

Commissioner Shell

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### Agenda Item:

Authorize the execution of a Second Amendment with Wellpath, LLC. for the Adult and Juvenile Facilities Healthcare Program contract pursuant to RFP 2021-P04. **SHELL/INGALSBE**

### Summary:

Wellpath provides health care services for the County Adult and Juvenile Detention Facilities pursuant to RFP 2021-P04 awarded in April 2022. The annual renewal includes a standard 3% CPI increase, as authorized per Article IX Section 1 for the Jail & Juvenile Facilities. Funds were included in the FY25 budget for the CPI increases.

### Fiscal Impact:

Amount Requested: \$3,670,113.39 (Adult Contract)

\$362,990.12 (Juvenile Contract)

Line Item Number: 001-618-03.5801

070-685-00.5801

### Budget Office:

Source of Funds: General Fund & Juvenile Detention Fund

Budget Amendment Required Y/N?: No

Comments: Funding for contract renewal was approved during the FY25 annual budget process.

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Proposals (RFP) 2021-P04 Medical Services - Jail & JDC

### Auditor's Office

G/L Account Validated Y/N?: Yes, Health Care Program Services Expense

New Revenue Y/N?: N/A

Comments:

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### Attachments

10.01.2024 2nd Wellpath Amendment



**SECOND AMENDMENT TO THE AGREEMENT  
FOR ADULT AND JUVENILE HEALTH SERVICES  
For Hays County, TX  
(Effective Date: October 1, 2024)**

**This Second Amendment** is made this 1<sup>st</sup> day of October, 2024 (this “Amendment”), to the Agreement for Adult and Juvenile Health Services, effective May 1, 2022 (the “Agreement”) and further amendment (First Amendment, effective December 19, 2023, is by and between Wellpath LLC (“Wellpath”), and the County of Hays, a political subdivision of the State of Texas, acting by and through its duly elected Hays County Commissioners Court, (hereinafter, the “County”) (each, a “Party,” and collectively, the “Parties”).

**RECITALS**

**WHEREAS**, the initial term of the Agreement began on October 1, 2022 and will end on September 30, 2027;

**WHEREAS**, the first purpose of this Amendment, per Article IX, Section 1.a., is to document the fact that the Parties have negotiated a CPI increase of three percent (3%) for the Hays County Jail (“Jail”);

**WHEREAS**, the new compensation for the Jail shall be \$3,670,113.39 (annually) or \$305,842.78 (monthly);

**WHEREAS**, the second purpose of this Amendment is to effectuate a three percent (3%) CPI adjustment for the Hays County Juvenile Detention Facility (“JDC”); and

**WHEREAS**, for the JDC, the new compensation total will be \$362,990.12 (annually) or \$30,249.18 (monthly).

**WHEREAS**, the third purpose of this Amendment is to memorialize the Parties’ agreement for a mid-year Salary and Benefits (SAB) review for potential market adjustments per industry standards;

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. This Amendment shall become effective October 1, 2024 (the “Effective Date”).
3. The Parties shall continue utilizing the attached Staffing Matrices for Jail (**Exhibit A**) and JDC (**Exhibit B**), both attached hereto and incorporated herein.
4. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed in their names per the official acts by their respective representatives, each of whom is duly authorized to execute the same.

**AGREED TO AND ACCEPTED AS STATED ABOVE:****COUNTY OF HAYS, TEXAS****WELLPATH LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Ruben Becerra

Name: Justin Searle

Title: Hays County Judge

Title: President, Local Govt. Division

**EXHIBIT A:**

Hays County, TX (Adult)									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Days									
Health Services Administrator	8	8	8	8	8			40	1
Director Of Nursing	8	8	8	8	8			40	1
Medical Director / Physician			4					4	0.1
Mid-Level Provider			8	8	8			24	0.6
Registered Nurse	12	12	12	12	12	12	12	84	2.1
Licensed Vocational Nurse	24	24	24	24	24	24	24	168	4.2
Certified Medication Aide/MA	8	8	8	8	8	8	8	56	1.4
Administrative Assistant	8	8	8	8	8			40	1
Psychiatrist	4							4	0.1
Psychiatric Nurse Practitioner			8		8			16	0.4
Mental Health Coordinator	8	8	8	8	8			40	1
Mental Health Professional	16	16	16	16	16	10	10	100	2.5
Discharge Planner	8	8	8	8	8			40	1
<b>TOTAL HOURS/FTE-Day</b>								<b>656</b>	<b>16.4</b>
Nights									
Registered Nurse	12	12	12	12	12	12	12	84	2.1
EMT	12	12	12	12	12	12	12	84	2.1
Certified Medication Aide/MA	12	12	12	12	12	12	12	84	2.1
<b>TOTAL HOURS/FTE-Day</b>								<b>252</b>	<b>6.3</b>
<b>TOTAL</b>								<b>908</b>	<b>22.70</b>

**EXHIBIT B:**

Hays County, TX (Juvenile)									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Days									
Nurse Practitioner	1.5		1.5					3	0.075
Licensed Vocational Nurse	8	8	8	8	8	8	8	56	1.4
<b>TOTAL HOURS/FTE-Day</b>								<b>56</b>	<b>1.4</b>
Evenings									
Licensed Vocational Nurse	8	8	8	8	8	8	8	56	1.4
<b>TOTAL HOURS/FTE-Evenings</b>								<b>56</b>	<b>1.4</b>
<b>TOTAL</b>								<b>112</b>	<b>2.8</b>

September 26, 2024

Michael Davenport, Chief  
Hays County Jail  
1307 Uhland Road,  
San Marcos, Texas 78666

Brett Littlejohn, Administrator  
Juvenile Detention Center  
2250 Clovis R Baker Road,  
San Marcos, Texas 78666

Re: Continued Comprehensive Health Care Services – 2024-2025

Greetings Chief Davenport and Administrator Littlejohn:

I hope this letter finds you well. Wellpath LLC is pleased to be your provider for inmate healthcare services, and we are excited to move into another year of delivering quality healthcare at the Hays County Jail and Juvenile Detention Center.

### Contract Extension and Annual Increase

Per Article IX of our Agreement, the third year of our current five-year term shall begin on October 1, 2024. Also, per Article IX, at the conclusion of each Contract Year, beginning October 1, 2022, and upon each subsequent renewal of this Agreement pursuant to Section 1, the Parties shall negotiate an increase in accordance with CPI of a minimum of 3.0% of the annual amount.

Therefore, Wellpath requests to increase our contract by 3% effective October 1, 2024 – September 30, 2025. The following tables present the associated monthly and annual compensation adjustments to the Jail and Juvenile Detention Center effective October 1, 2024:

Hays County, TX – Detailed Overview – Main Jail (Adult)		
Cost Adjustment	Monthly	Annually
Current Compensation	\$296,934.74	\$3,563,216.88
3% Annual Increase	\$8,908.04	\$106,896.51
<b>Total Proposed Compensation October 1, 2024</b>	<b>\$305,842.78</b>	<b>\$3,670,113.39</b>

Hays County, TX – Detailed Overview – Juvenile Detention Center (JDC)		
Cost Adjustment	Monthly	Annually
Current Compensation	\$29,368.13	\$352,417.59
3% Annual Increase	\$881.04	\$10,572.53
<b>Total Proposed Compensation October 1, 2024</b>	<b>\$30,249.18</b>	<b>\$362,990.12</b>



### Proposed Mid-Year Salary and Benefits Review

Along with the requested 3% increase, Wellpath seeks the opportunity to perform a mid-year review of our current staff's salary and benefits. This review will allow us to negotiate potential market adjustments, ensuring our staff's compensation aligns with local industry standards.

This letter is a proposal only and does not constitute an Amendment. To accept the proposal, please return a signed copy to Joseph Figg, Retention Specialist, at [JFigg@Wellpath.us](mailto:JFigg@Wellpath.us). Upon receipt of this signed quote, our Legal Department will draft a contract amendment reflecting these changes and route it to the appropriate individuals for signature. All terms of the current Agreement, including any changes detailed above, shall remain in full force and effect through the end of the contract period. Should the county accept, the proposed compensation total effective October 1, 2024, shall be \$4,033,103.50 annually or \$336,091.96 monthly.

We look forward to discussing the information presented above. If the County accepts, please sign this letter in the space provided on the following page. Should you have any questions, please do not hesitate to contact Greg Roberts, Regional Director of Operations, at (972) 547-5296.

Sincerely,



Kesha Poland,  
Regional Vice President

Cc: *Greg Roberts, Regional Director of Operations*  
*John Roth, Director of Partnership Services*  
*Christi Cunningham, Contract Administrator*

---

The undersigned is authorized by Hays County to accept the above terms.

---

*Authorized Hays County Representative*

---

*Date Signed*

---

*Print Name*

---

*Title*

*PLEASE NOTE: Final delivery of the contract amendment will be via email. If hard copies with original signatures are required, please indicate the number of copies needed: \_\_\_\_.*





## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Mike Jones

Sponsor:

Judge Becerra

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### Agenda Item:

Authorize the Office of Emergency Services to amend the budget to pay for additional charges related to the installation of lights and sirens for the 2023 Chevrolet 1500. **BECERRA/MIKE JONES**

### Summary:

The final invoice for the installation of lights and sirens for the Chevrolet 1500 is \$450.00 more than what was originally quoted. The Office of Emergency Services is requesting a budget amendment that will move funds from printing to vehicle operating.

### Fiscal Impact:

Amount Requested: \$450.00

Line Item Number: 001-656-00.5713\_400

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Budget amendment is for Fiscal Year 2024 expenditure.

\$450 - Increase Vehicle Operating 001-656-00.5713\_400

(\$450) - Decrease Printing 001-656-00.5461

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: yes

Comments: Previously approved in Court.

### Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

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## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Ingalsbe

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### Agenda Item

Approve Utility Permits. **SMITH/INGALSBE/BORCHERDING**

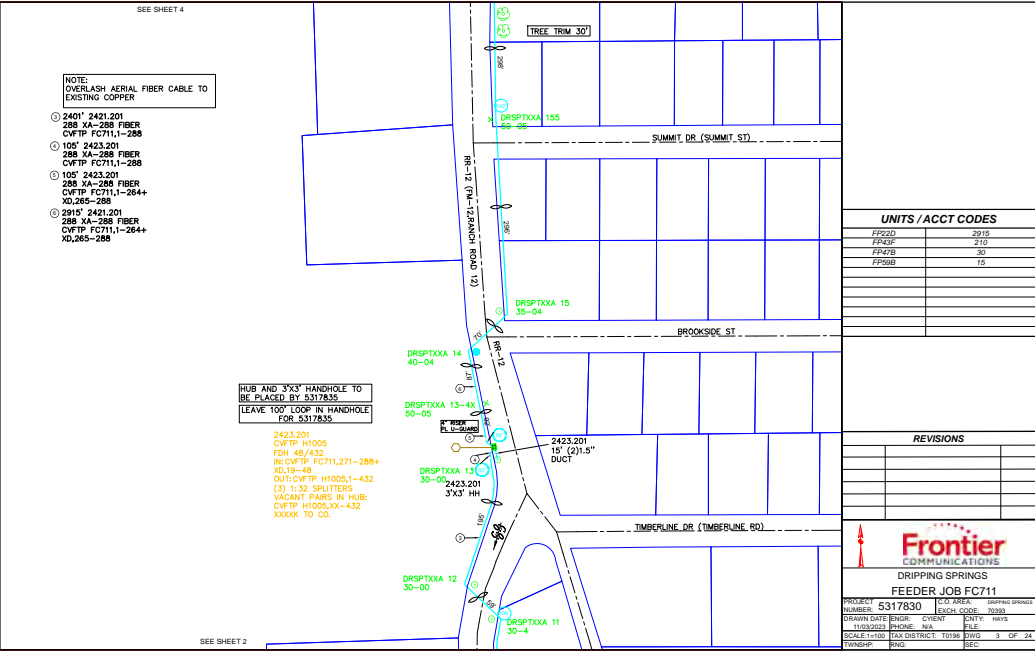
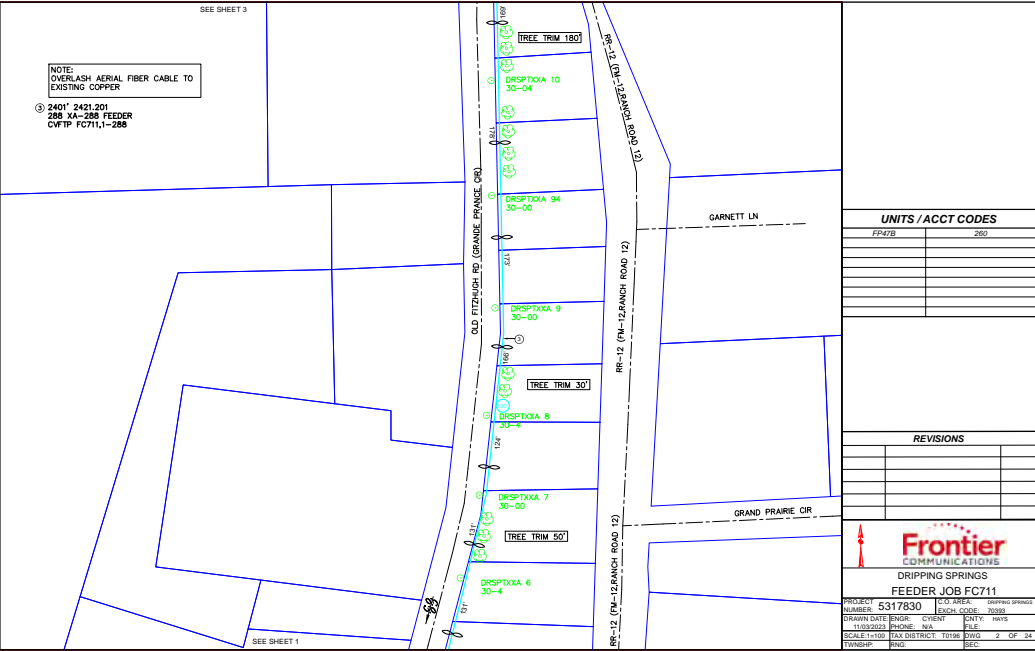
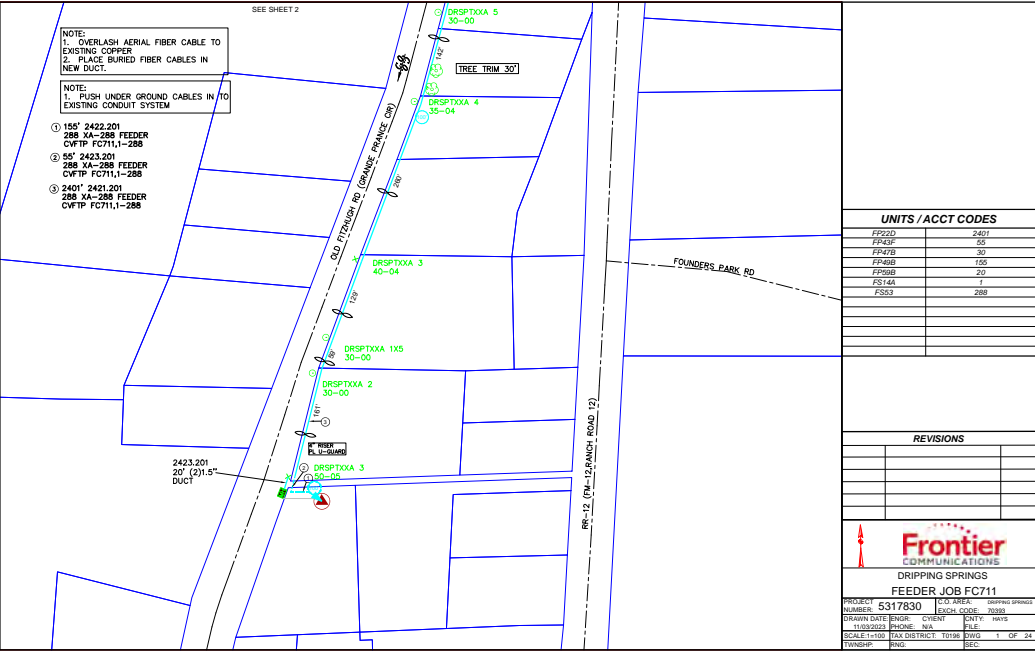
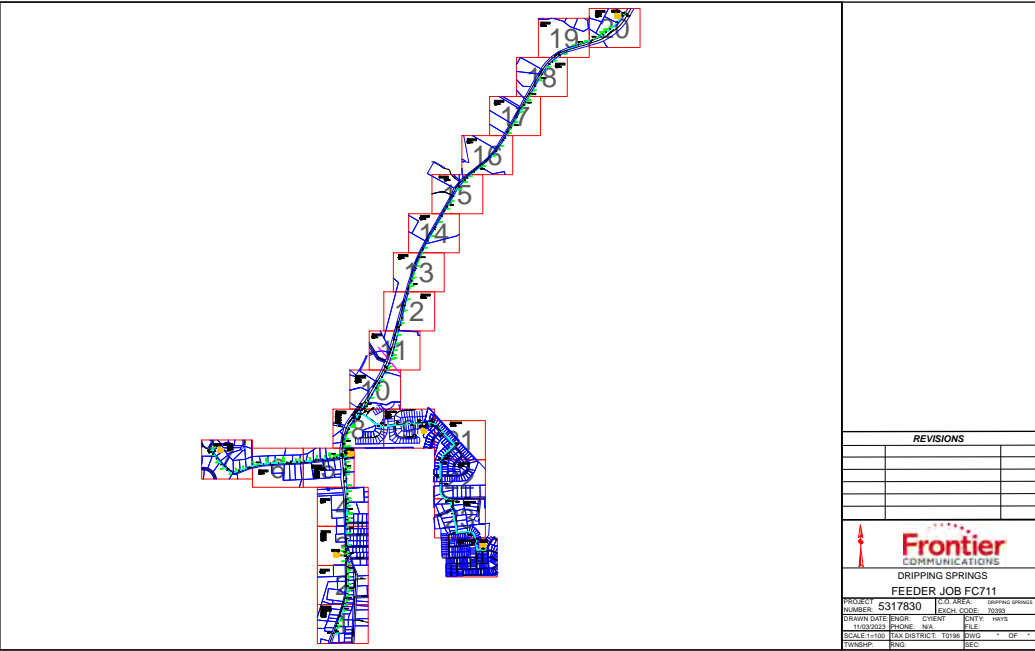
### Summary

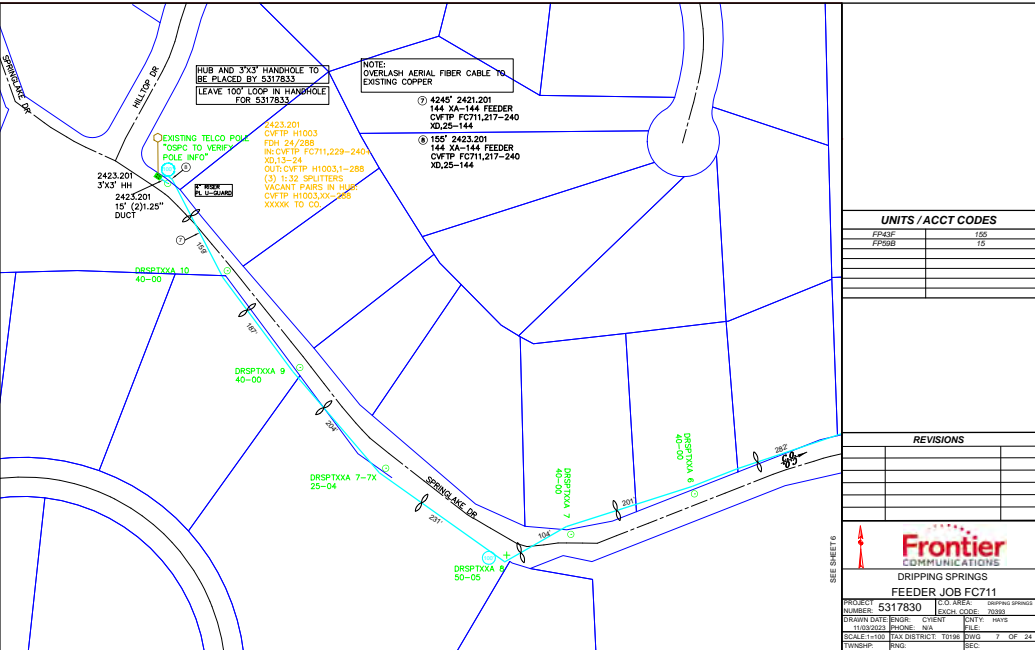
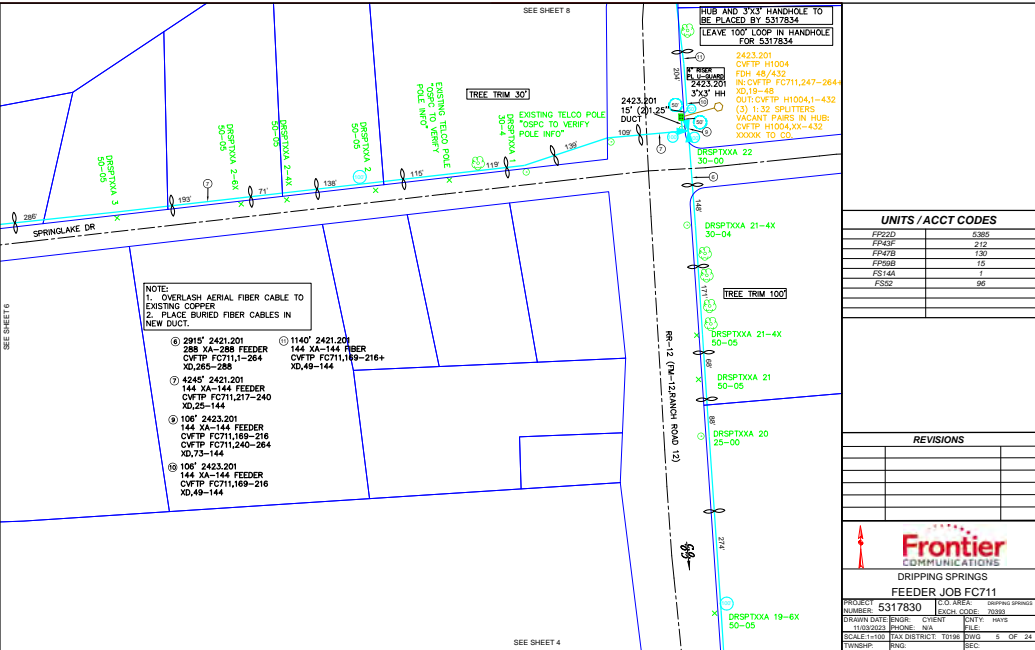
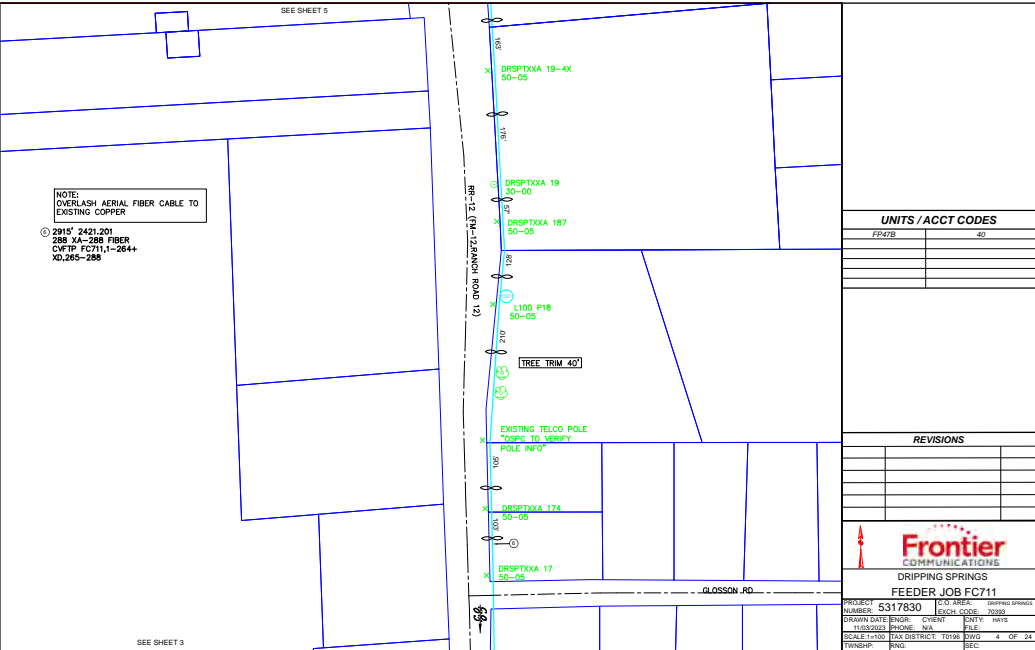
- TRN-2024-8550-UTL - Frontier to overlash aerial fiber from pole to pole along Springlake Drive. Also accessing HHs to place buried fiber cables in new duct.
- TRN-2024-8551-UTL - Frontier to overlash aerial fiber from pole to pole along Springlake Drive, Hilltop Drive, Oakview Drive, etc. Also accessing HHs to place buried fiber cables in new duct.
- TRN-2024-8552-UTL - Frontier to overlash aerial fiber from pole to pole along Hazy Hills Loop, Headwaters Blvd., N. Canyonwood Drive, etc. Also accessing HHs to place buried fiber cables in new duct.
- TRN-2024-8553-UTL - Frontier to overlash aerial fiber from pole to pole along Canyon View Road, S. Sunset Canyon, etc. Also accessing HHs to place buried fiber cables in new duct.
- TRN-2024-8605-UTL - Spectrum to directional bore to install COAX Cable through 4" HDPE Conduit under CR 164 (Sawyer Ranch Rd) 5' open trench to property line within the unfinished surface.
- TRN-2024-8718-UTL - Construction of a gravity wastewater line to connect the Camino East (Pradera) Subdivision to connect with an existing lift station that is part of the County Line SUD wastewater collection system. The wastewater line will be completely contained within private easements obtained by the Camino East property owner, but the construction of the line will require temporary occupation of the County owned Right of Way.

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### Attachments

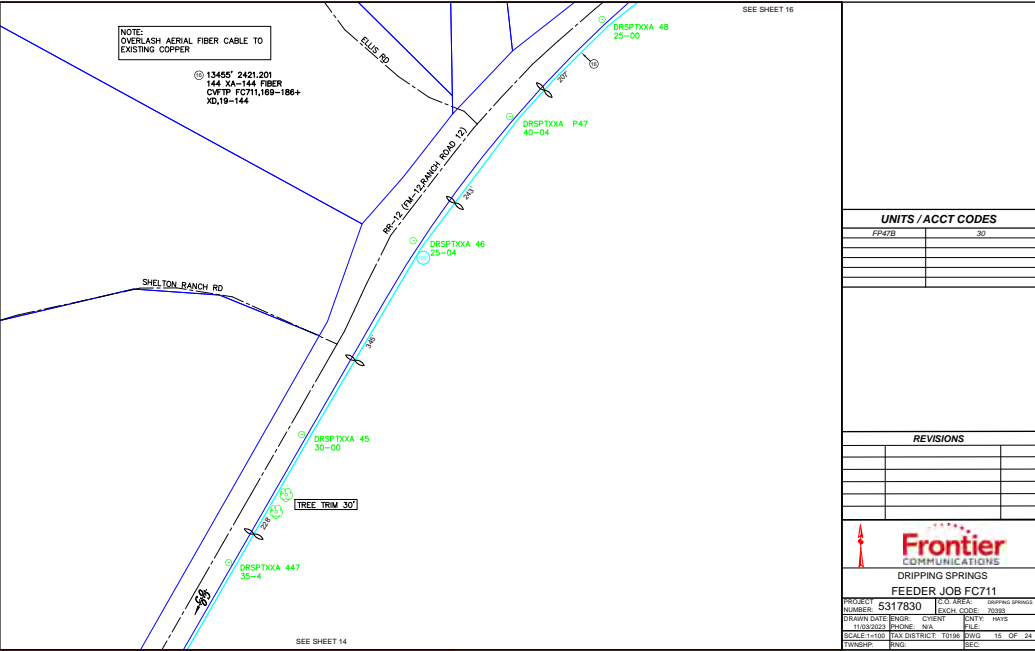
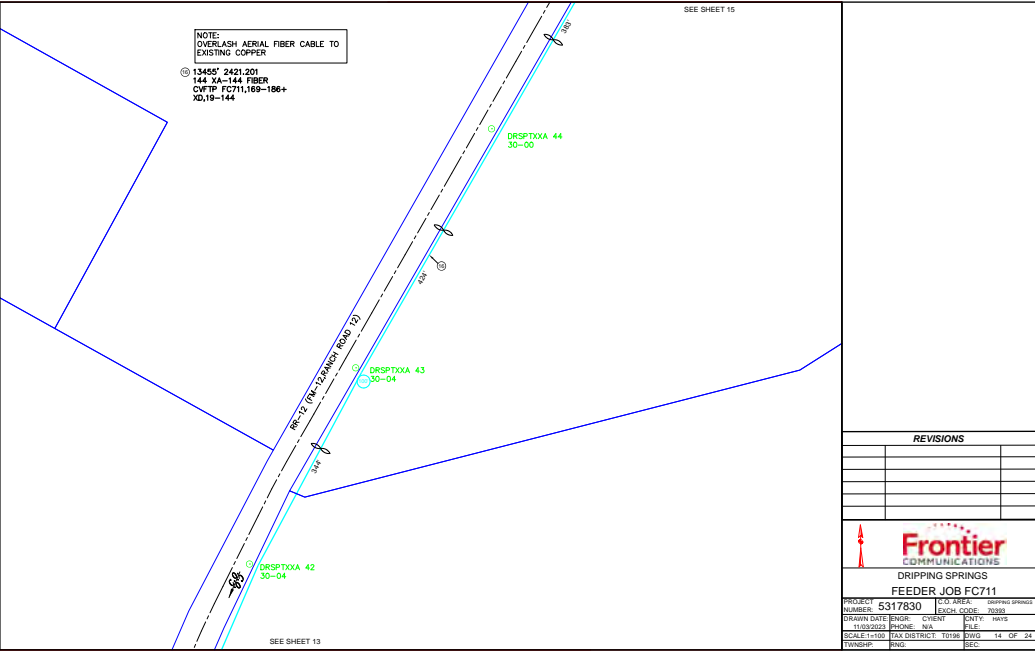
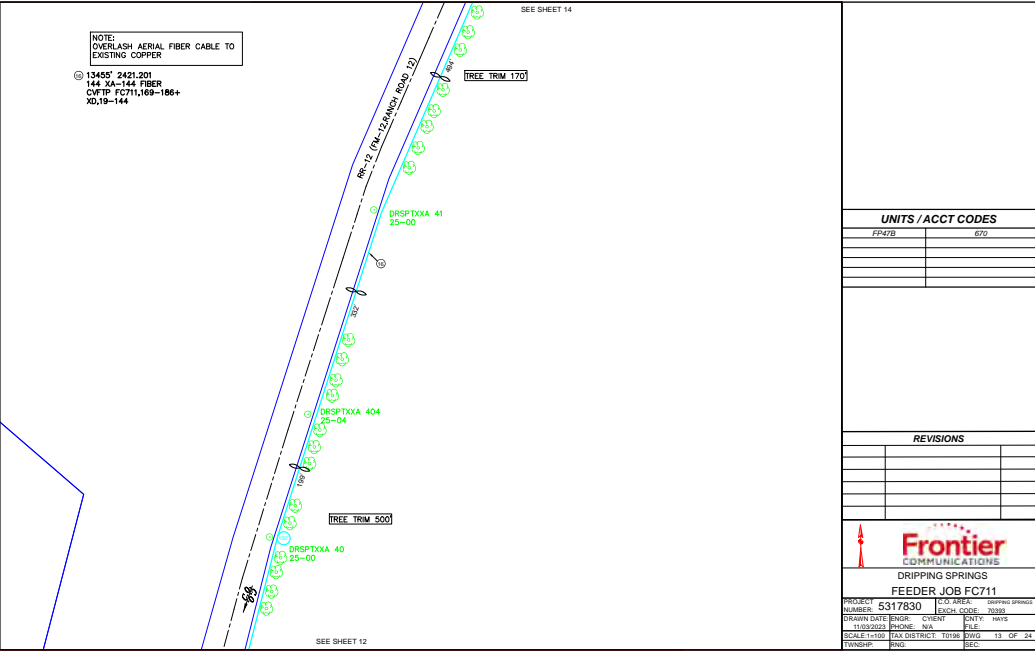
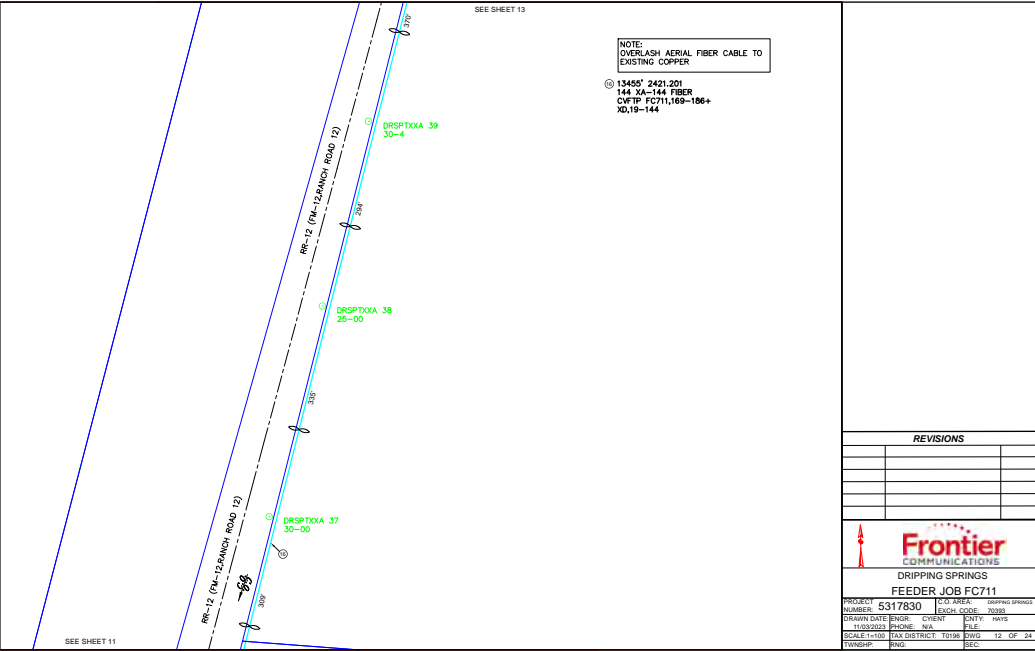
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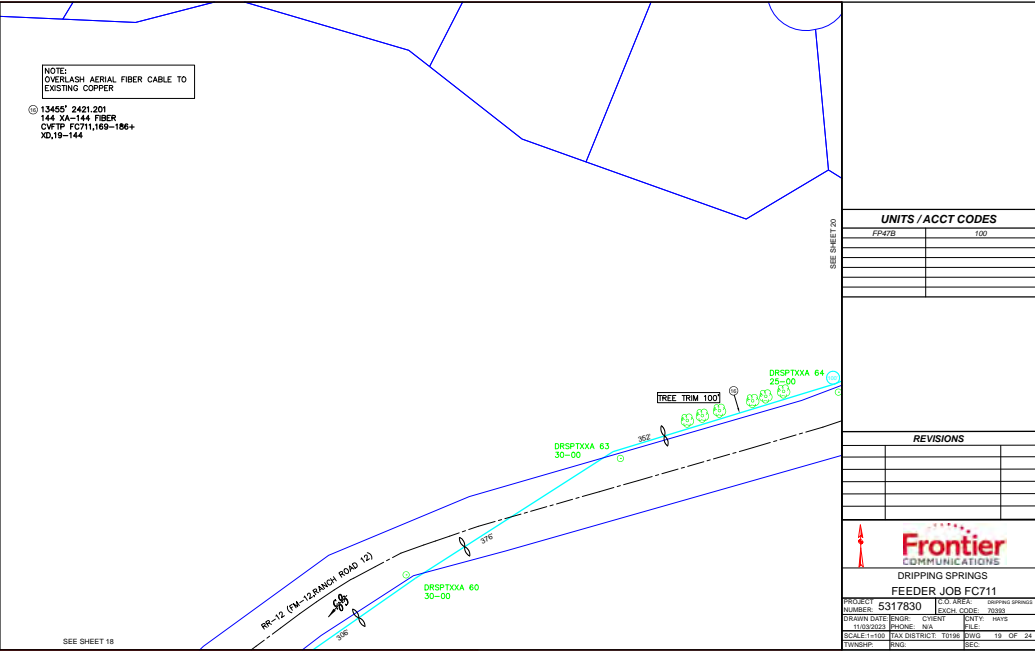
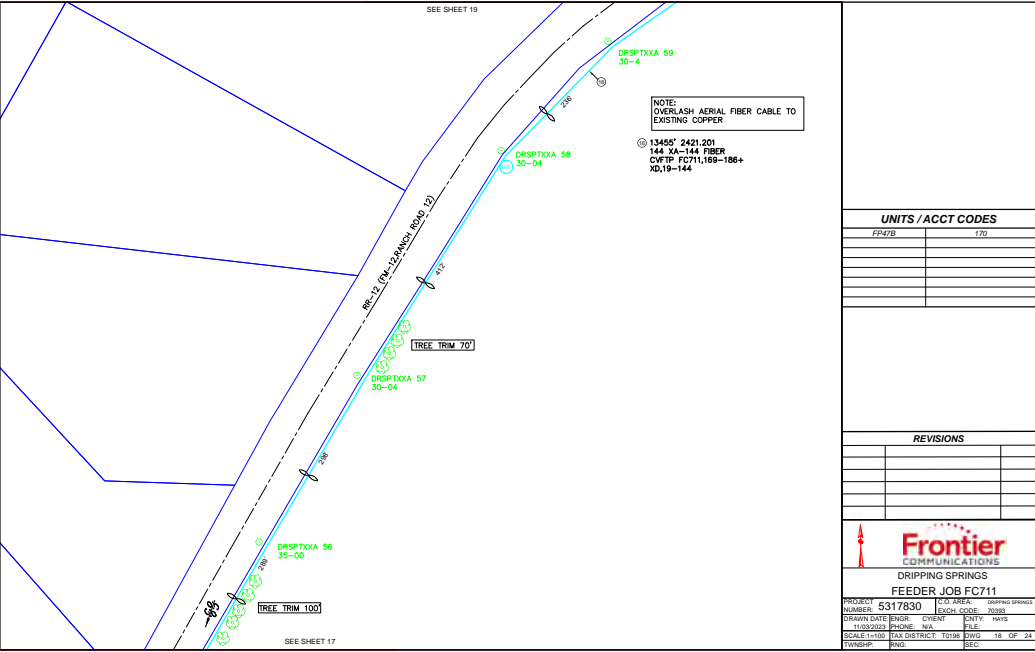
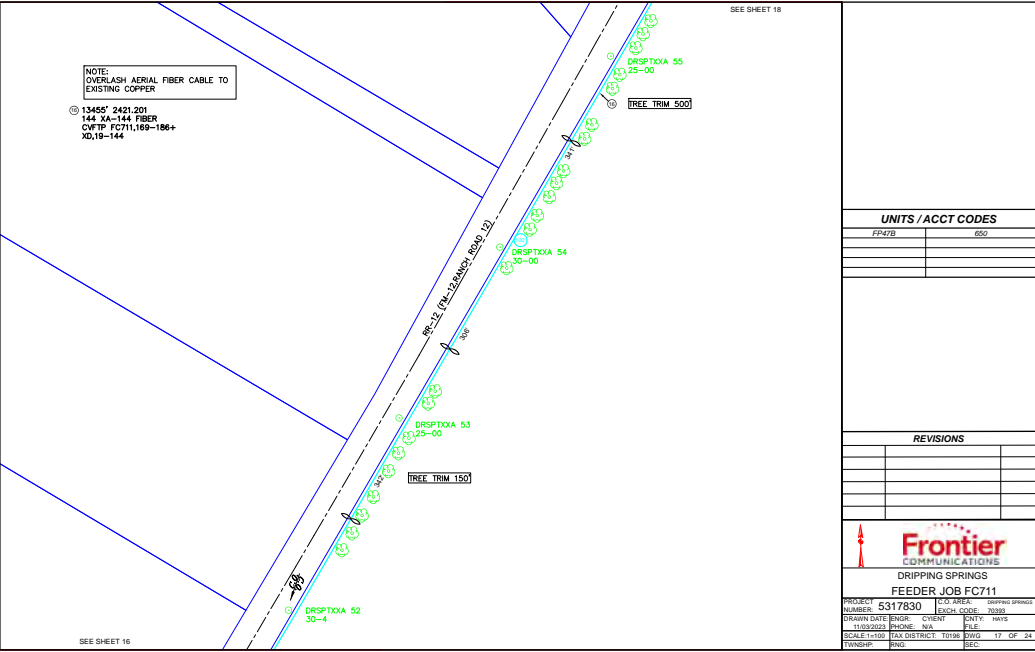
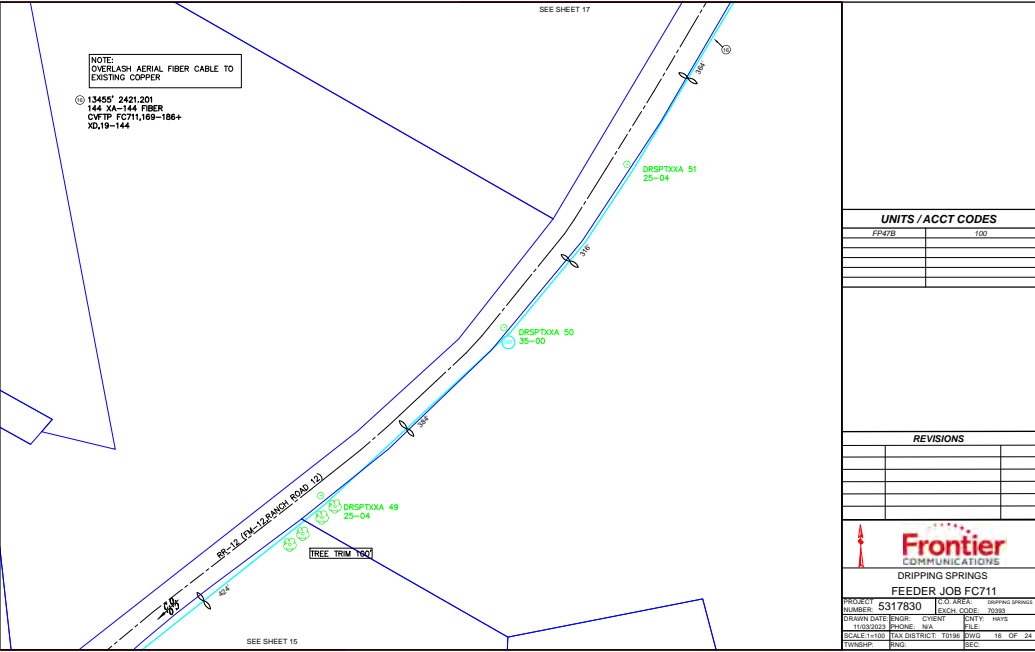


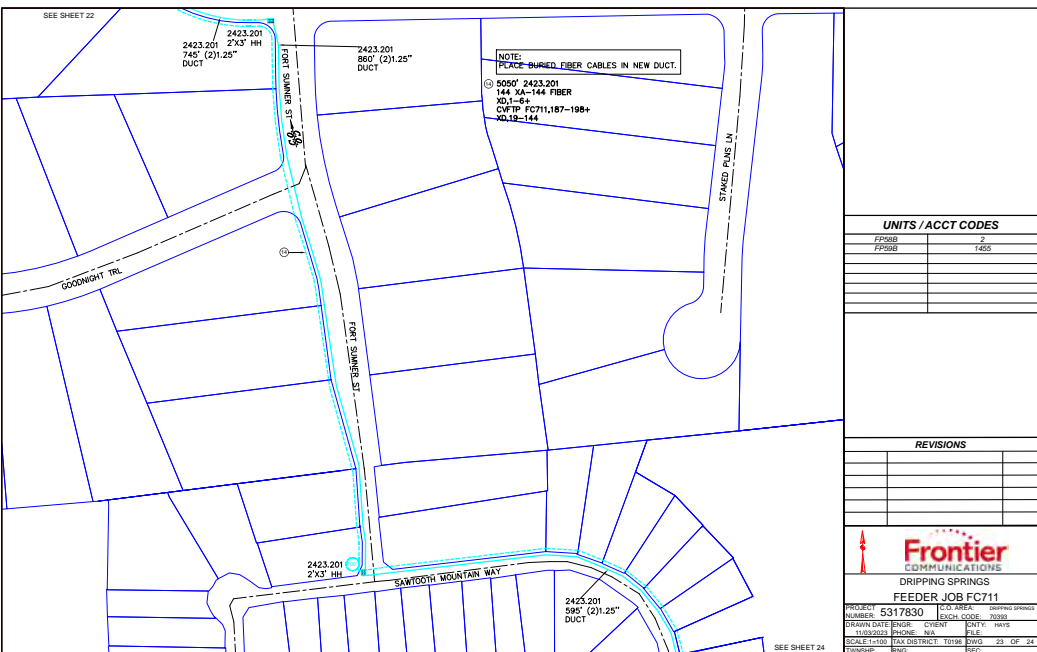
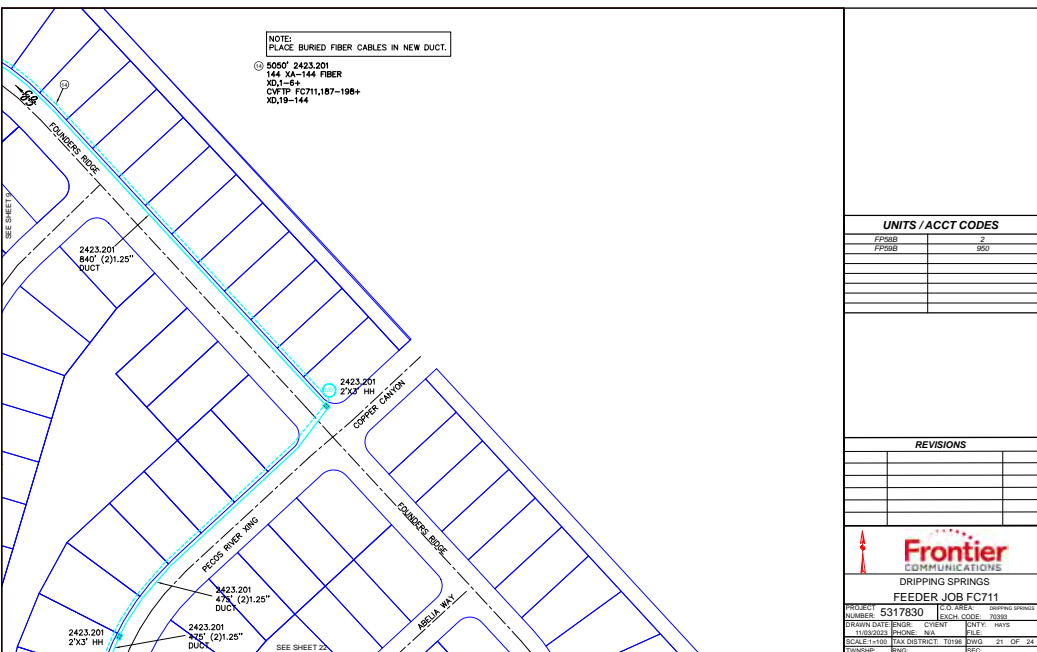


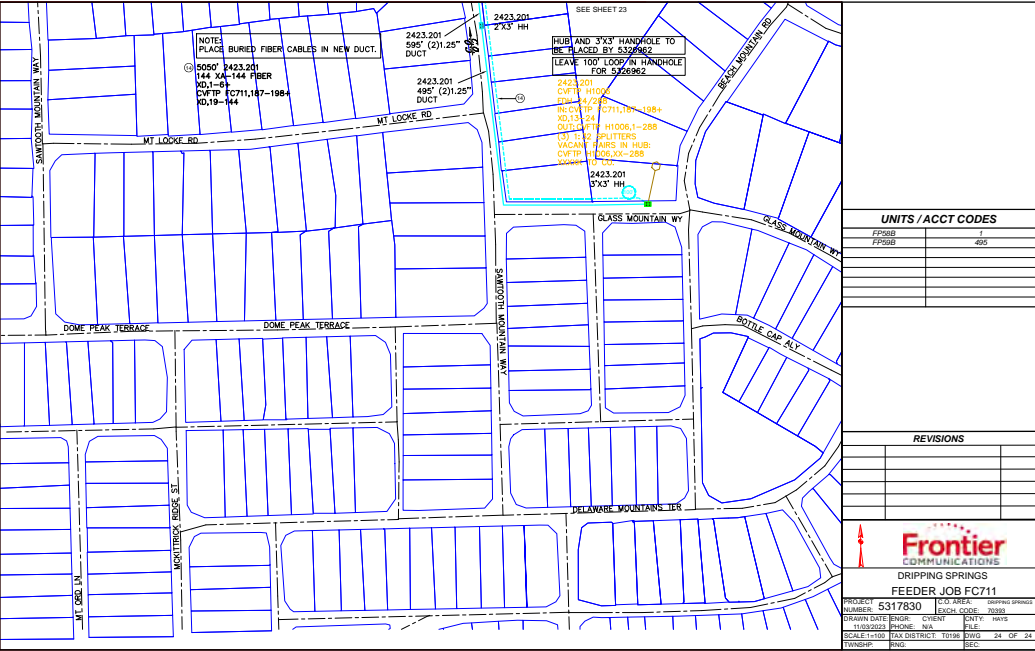












UNITS / ACCT CODES	
FP08B	1
FP08B	485

REVISIONS	



FRONTIER COMMUNICATIONS

DRIPPING SPRINGS  
FEEDER JOB FC711

PROJECT NUMBER: 5317830	FILE NAME: 5317830
DESIGN DATE: 11/03/2023	CITY: DRS
PHONE: N/A	FILE
SCALE: 1"=50'	PAN DISTRICT: 1008
TOWN: DR	SEC: 24



# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640  
(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://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 8/31/2024 .

### Utility Company Information:

Name: Frontier Communications  
Address: 301 Industrial Blvd Bryan TX  
Phone: 3252140141  
Contact Name: Billy Harper

### Engineer / Contractor Information:

Name: Housley Communications  
Address: 8084 Wickson Ridge Dr Bryan TX 77808  
Phone: 9797783000  
Contact Name: Harvey Kelley

### Hays County Information:

Utility Permit Number: TRN-2024-8550-UTL  
Type of Utility Service: Fiber Optic  
Project Description:  
Road Name(s): Spring Lake Dr, Hilltop Dr, RR-12  
Subdivision:  
Commissioner Precinct:

What type of cut(s) will you be using ? ☒ Boring ☐ Trenching ☒ Overhead ☐ N/A

Authorization by Hays County Transportation Department

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

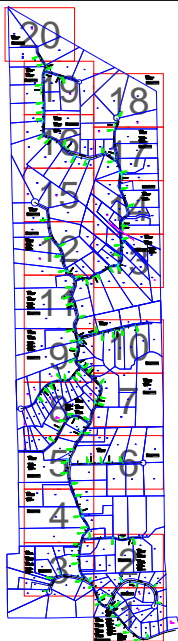
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09/25/2024

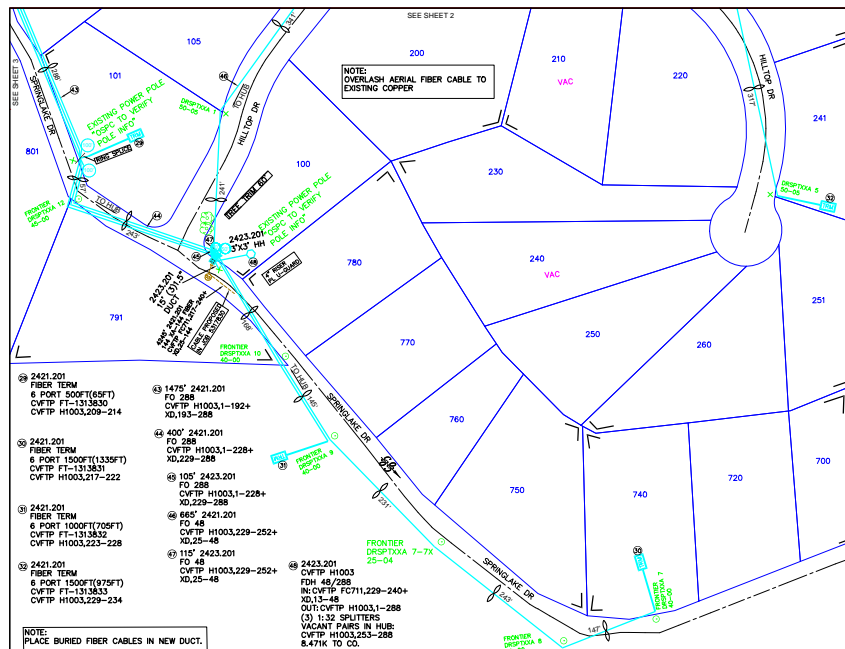
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Title

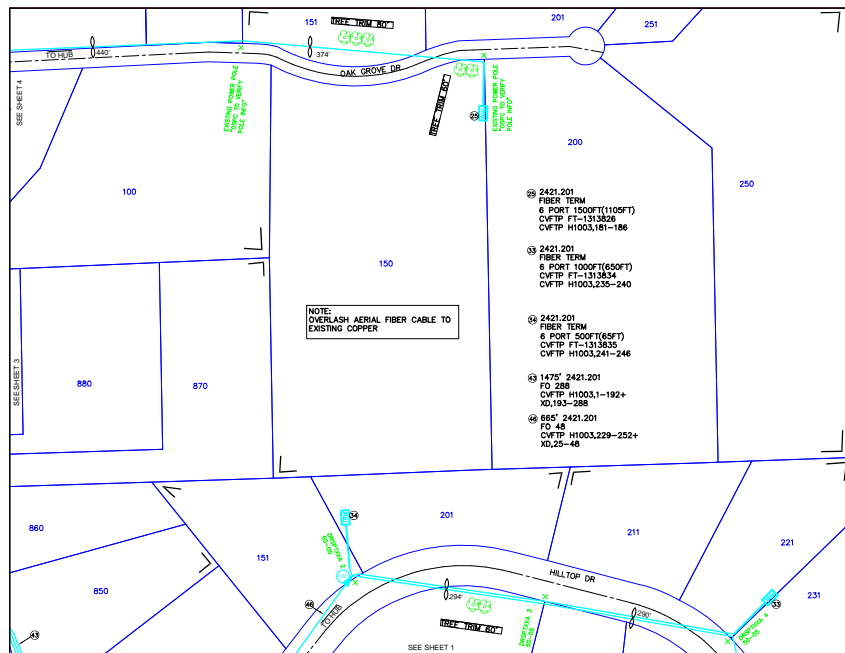
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DRIPPING SPRINGS FDH_HUB_H1003			
PROJECT NUMBER:	5317833	C.O. AREA:	DRIPPING SPRINGS
		EXCH. CODE:	70390
DRAWN DATE:	ENGR:	CYIENT:	CNTY: HAYS
11/02/2023	PHONE:	NA:	FILE:
SCALE: 1:100	TAX DISTRICT:	T0156	DWG OF
TOWNSHIP:	RNG:		SEC:



UNITS / ACCT CODES	
FP004	1
FP030	1
FP040	1
FS26	224
FS27	40
FP43F	210
FA47B	60
FP220	2540
FP015	4
FP033A	1435
FP034A	2725
FP06C	15
FS51	1
FS14A	12
FS53	252
FS14A	14
FS51	34
FS14A	

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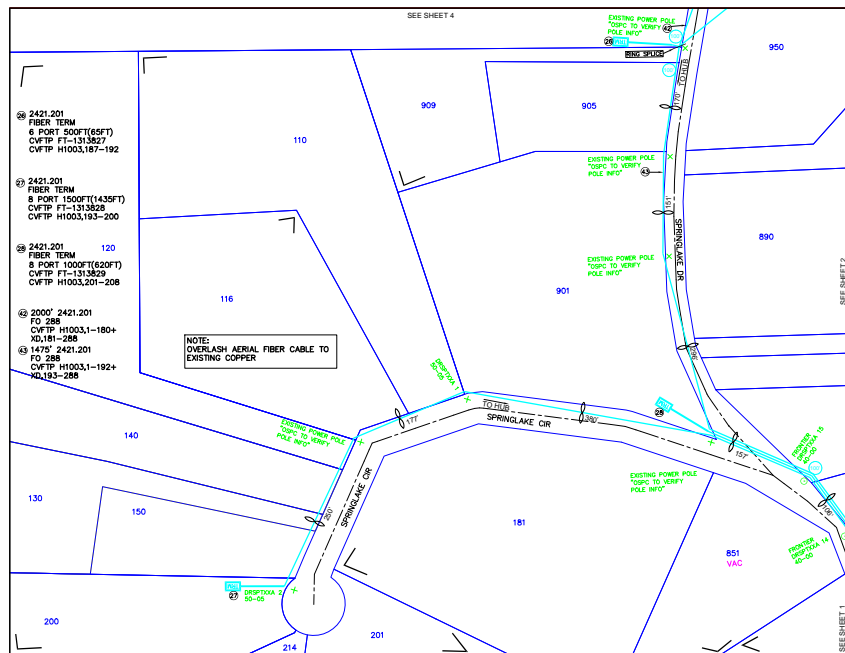
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FP015	3
FP033A	975
FP034A	715
FS51	18
FS14A	1

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DRIPPING SPRINGS

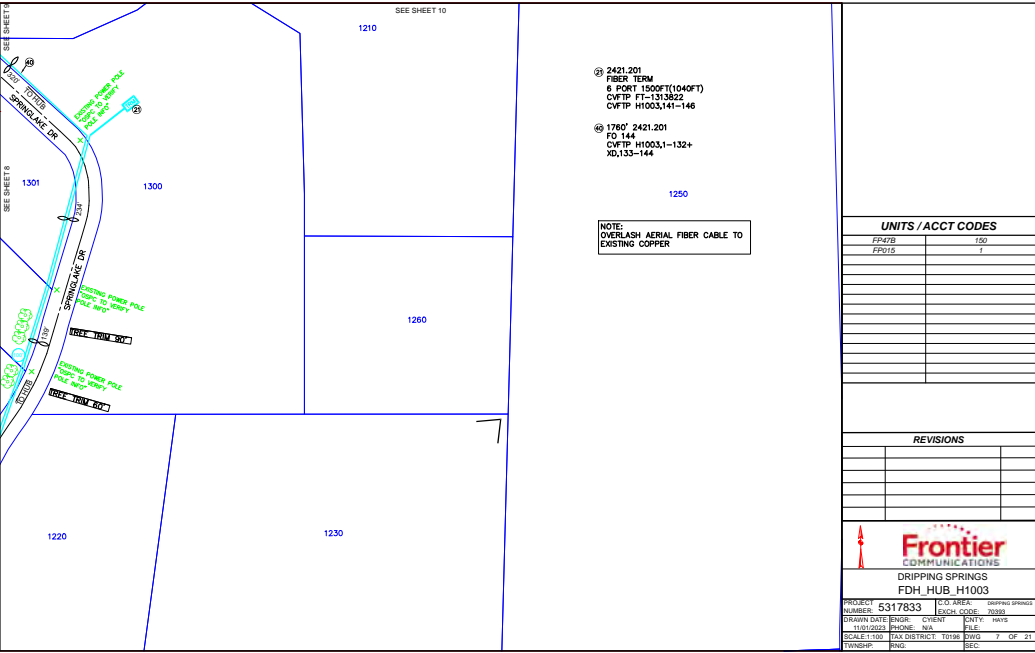
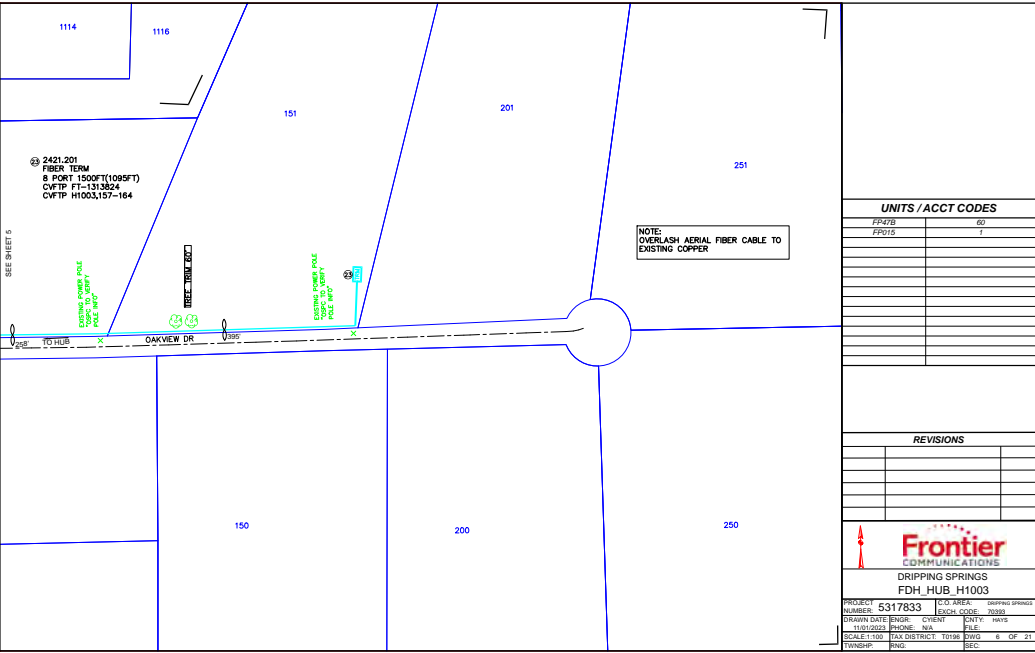
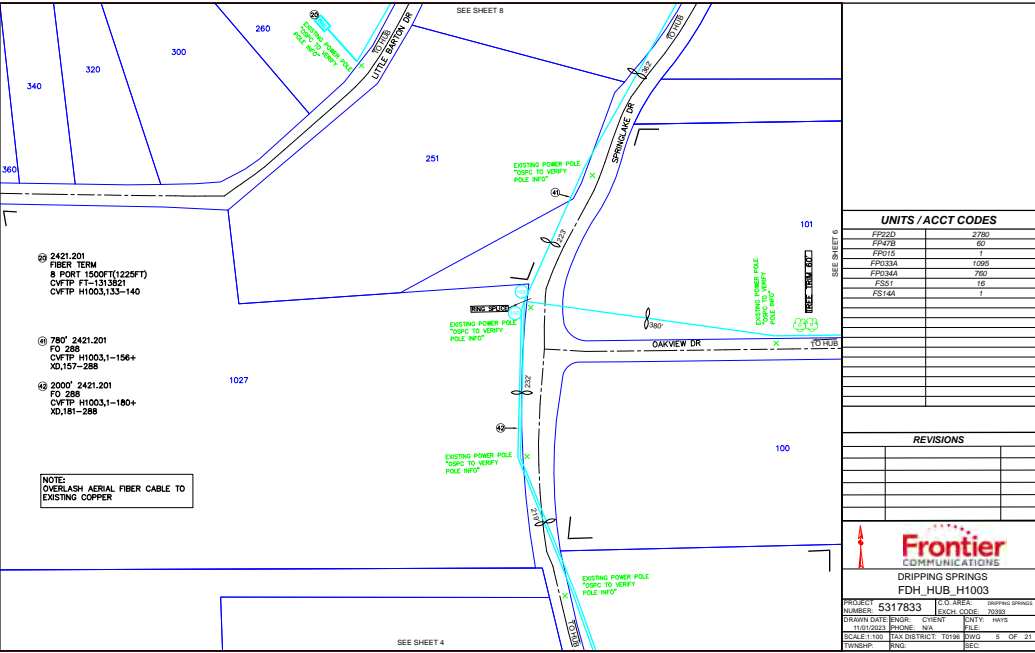
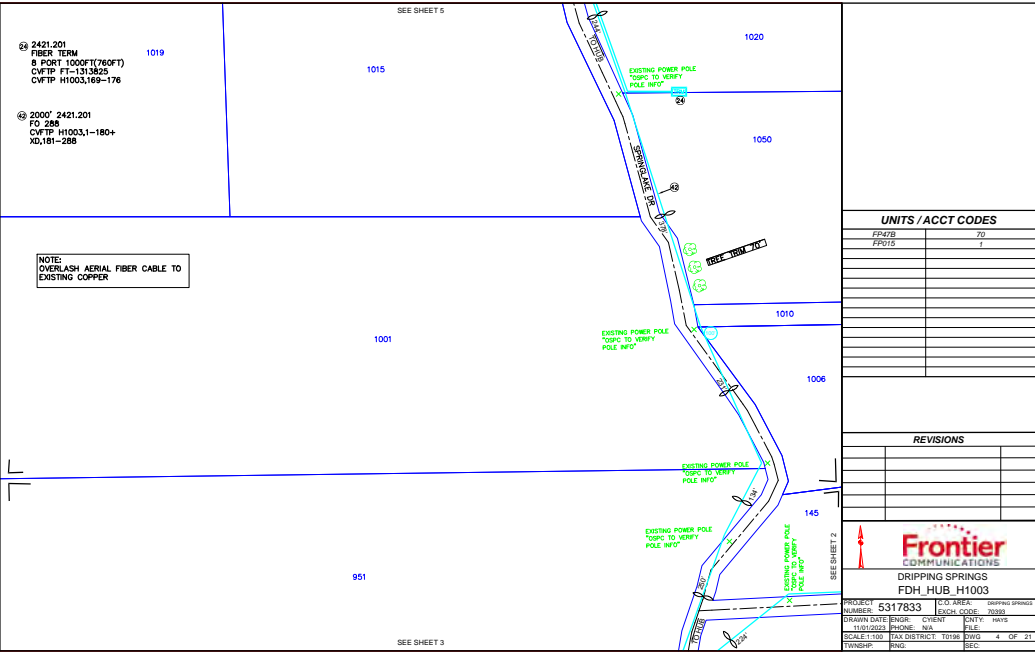
FDH\_HUB\_H1003

PROJECT NUMBER:	5317833	C.O. AREA:	DRIPPING SPRINGS
DRAWN DATE:	11/02/2023	EXCH. CODE:	70390
ENGR:	CYBENT	ENTY:	PAYS
PHONE:	NA	FILE:	
TAX DISTRICT:	T0156	DWG:	2 OF 21
RNG:		SEC:	
TOWNSHIP:			



UNITS / ACCT CODES	
FP015	3
FP033A	1105
FP034A	65
FS50	12
FS14A	1

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# Hays County Transportation Department

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Contact Name: Billy Harper

### Engineer / Contractor Information:

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Address: 8084 Wickson Ridge Dr Bryan TX 77808  
Phone: 9797783000  
Contact Name: Harvey Kelley

### Hays County Information:

Utility Permit Number: TRN-2024-8551-UTL  
Type of Utility Service: Fiber Optic  
Project Description:  
Road Name(s): Springlake Dr, Hilltop Dr, Springlake Cir, Little Barton Dr, Spring Valley Dr  
Subdivision:  
Commissioner Precinct:

What type of cut(s) will you be using ? ☒ Boring ☐ Trenching ☒ Overhead ☐ N/A

Authorization by Hays County Transportation Department

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

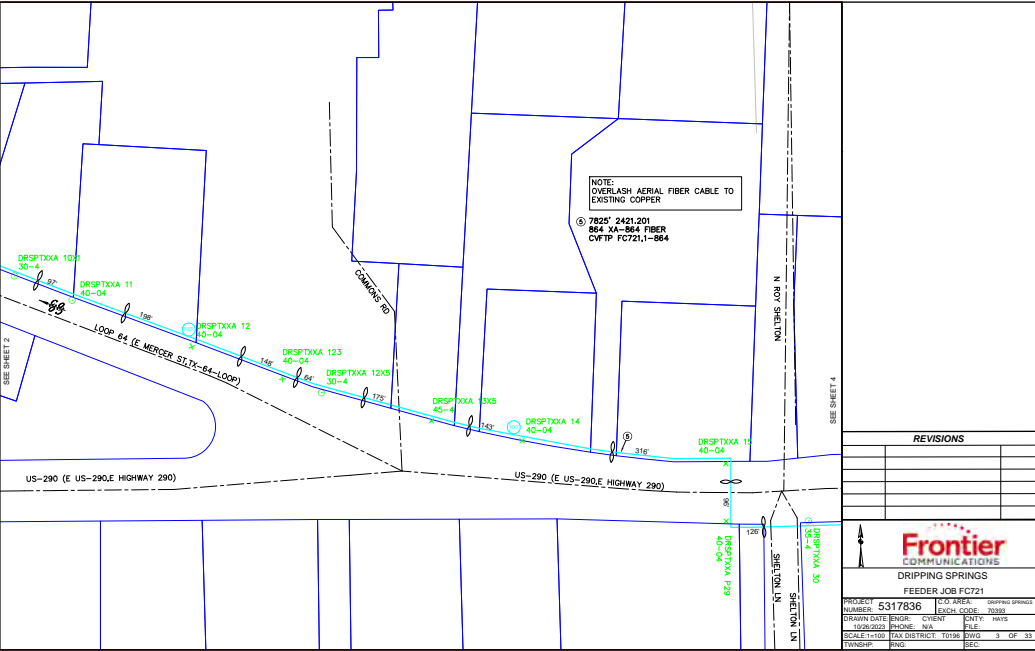
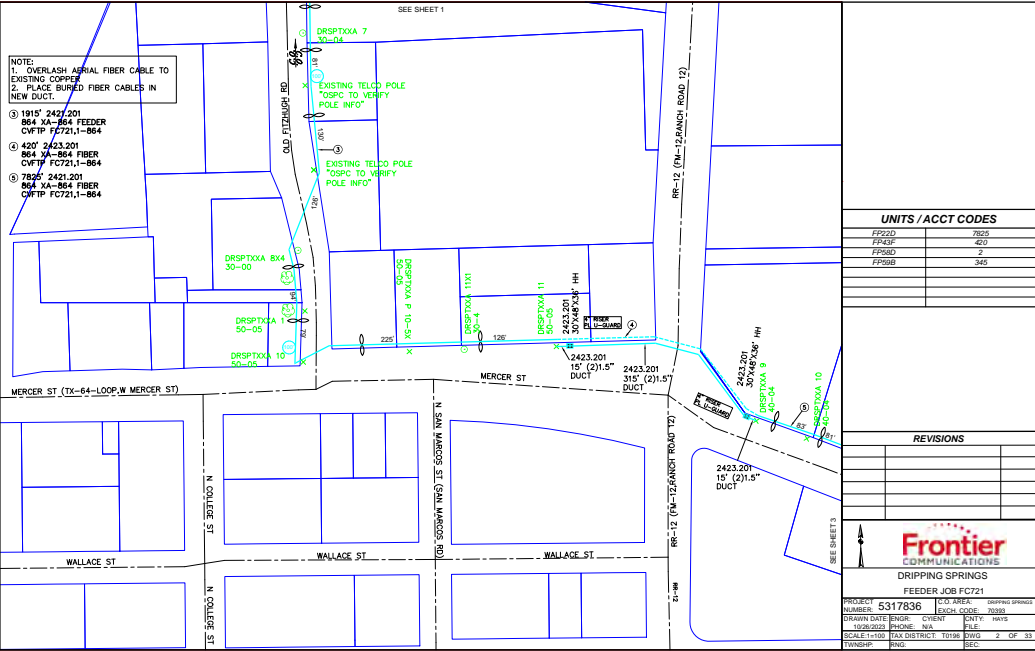
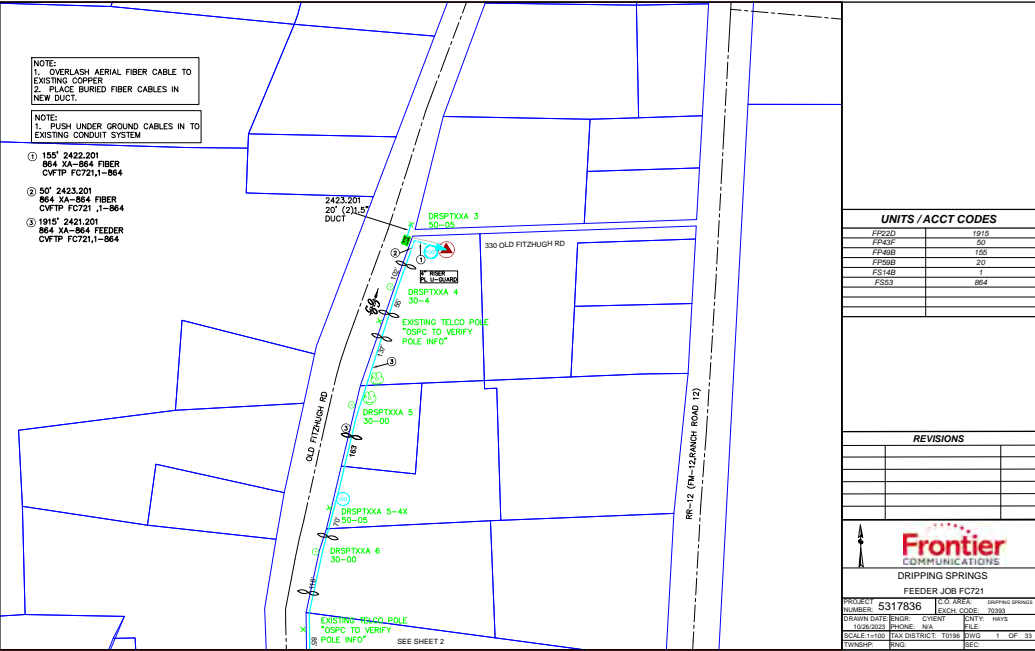
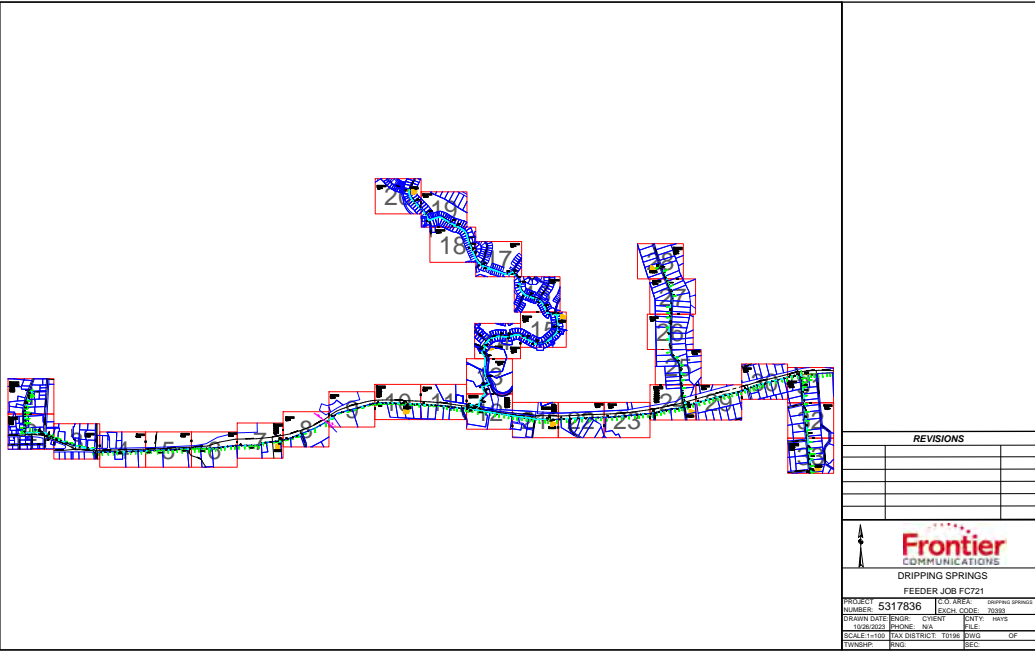
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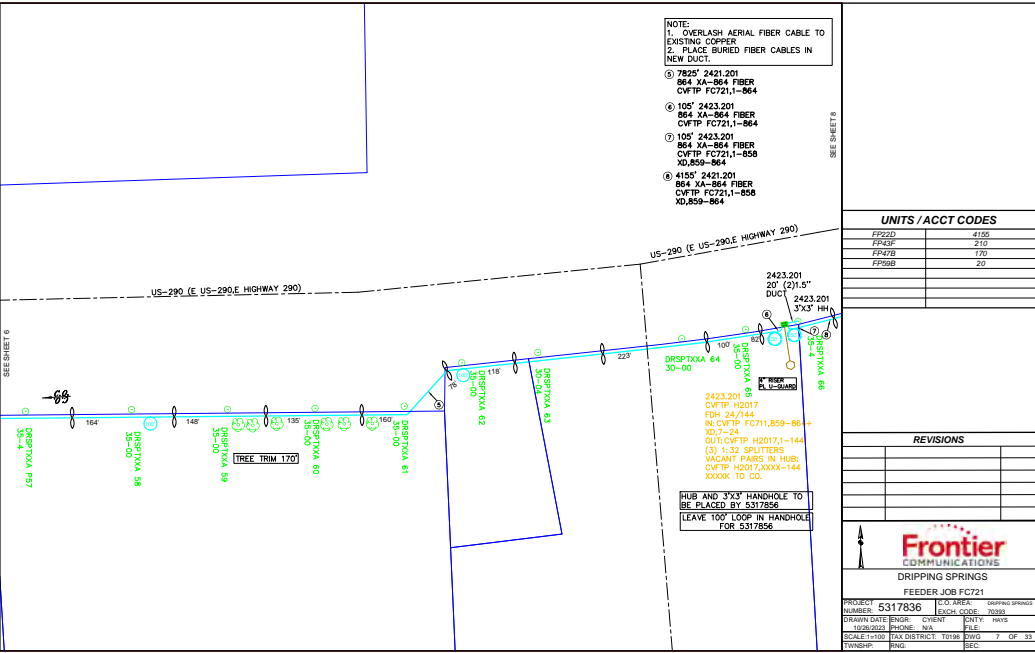
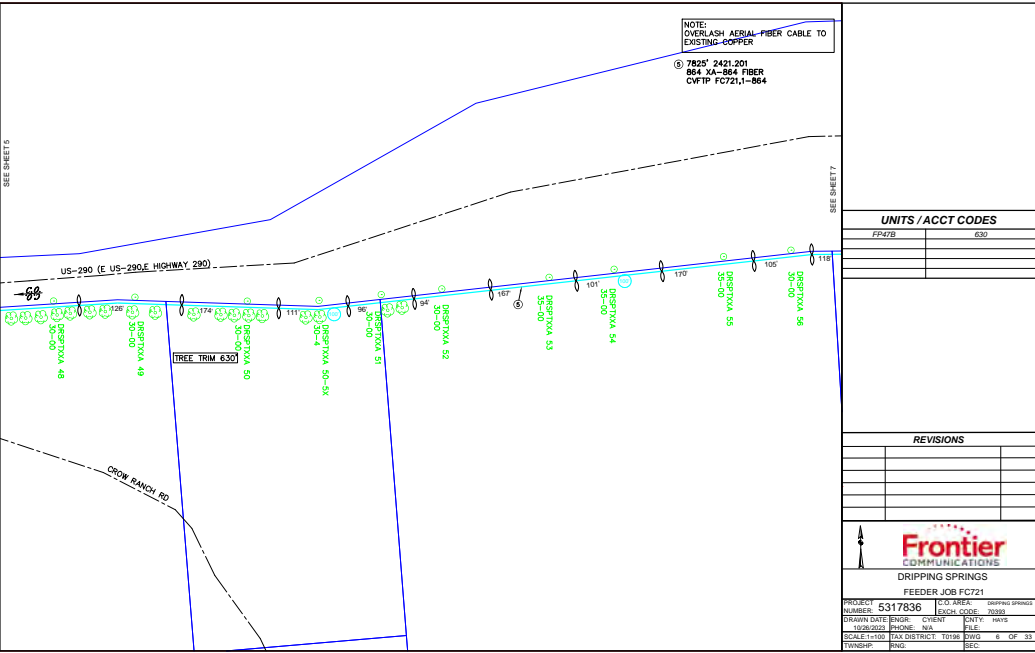
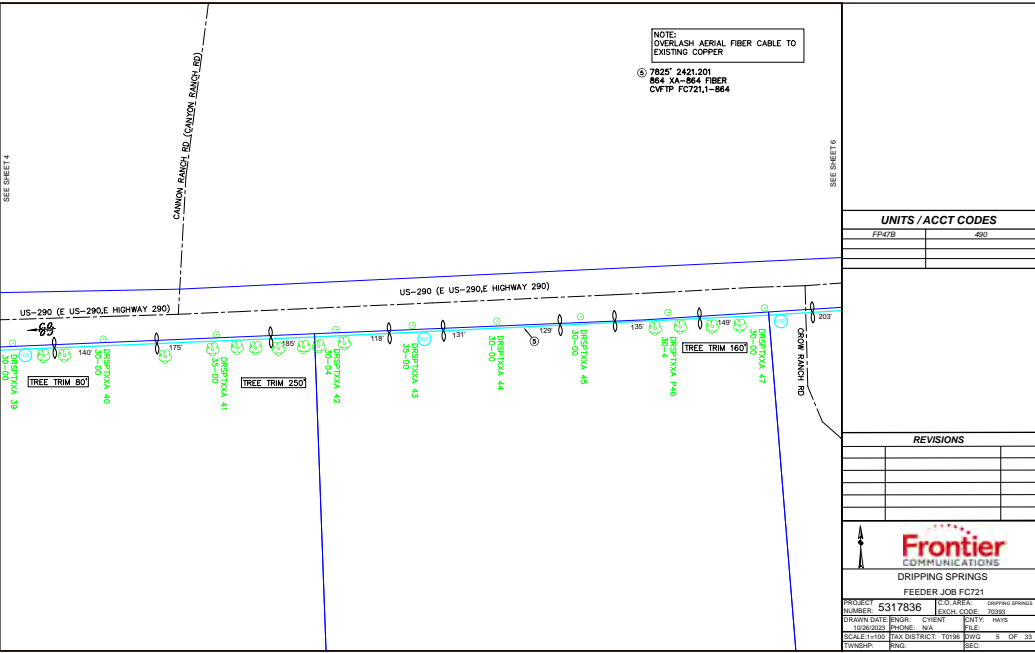
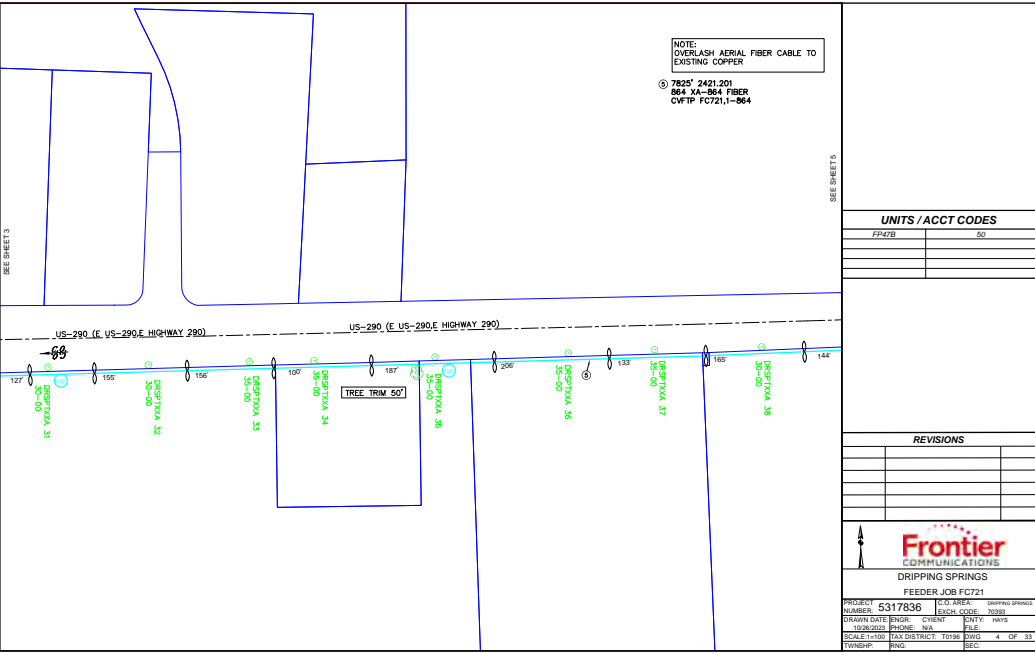
09/25/2024

Signature

Title

Date



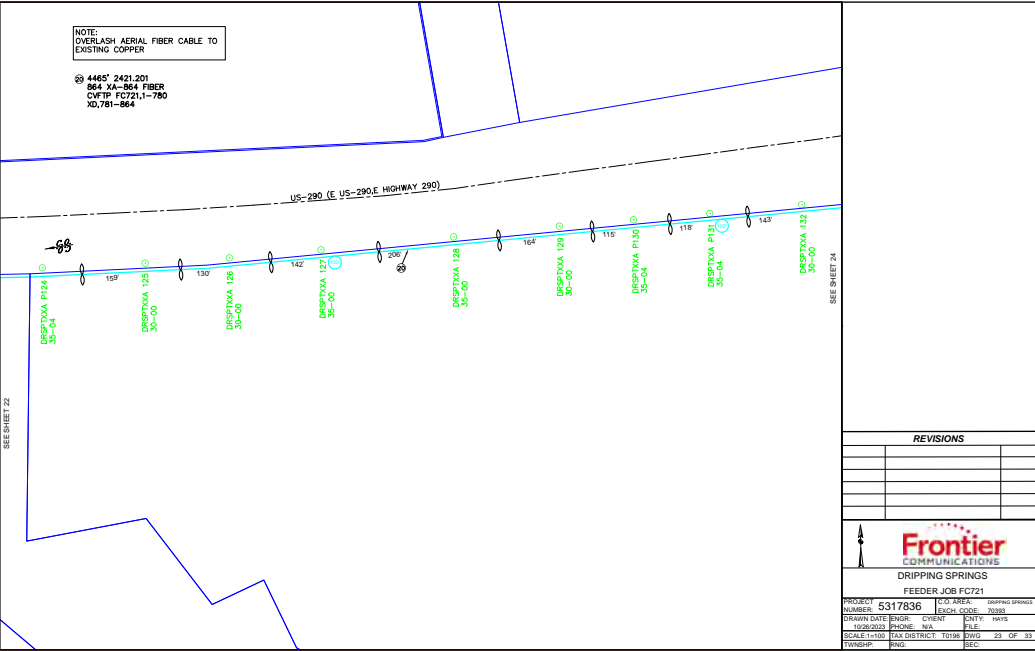
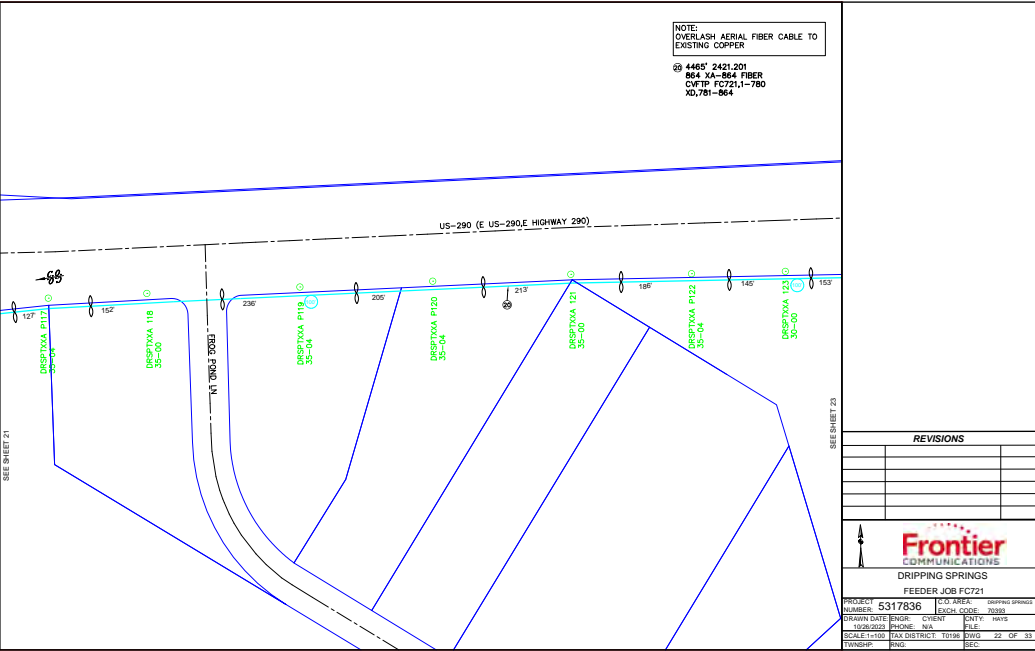
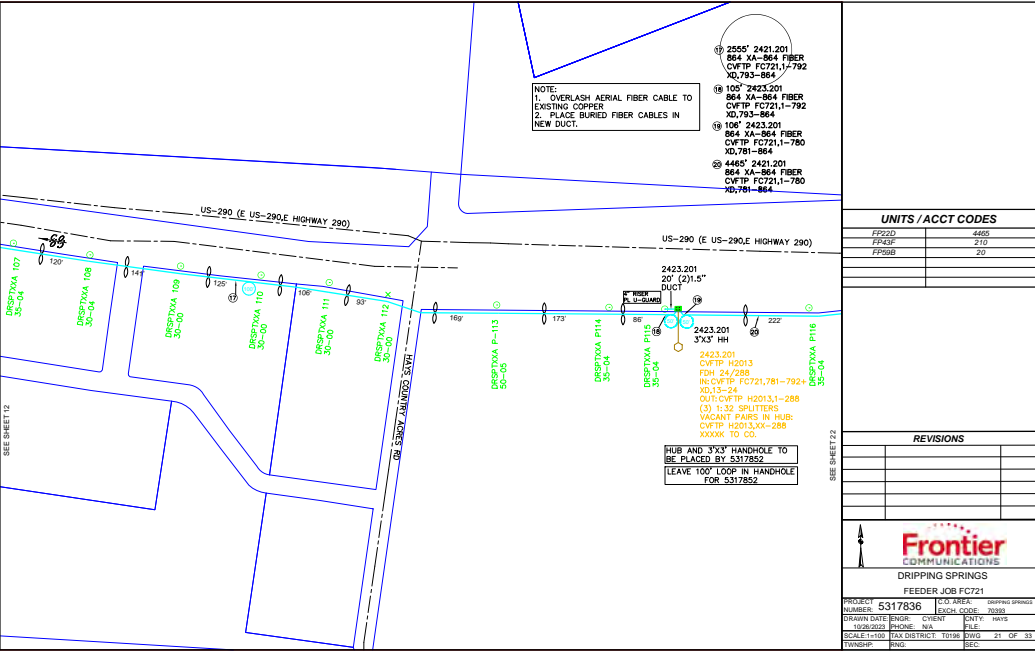
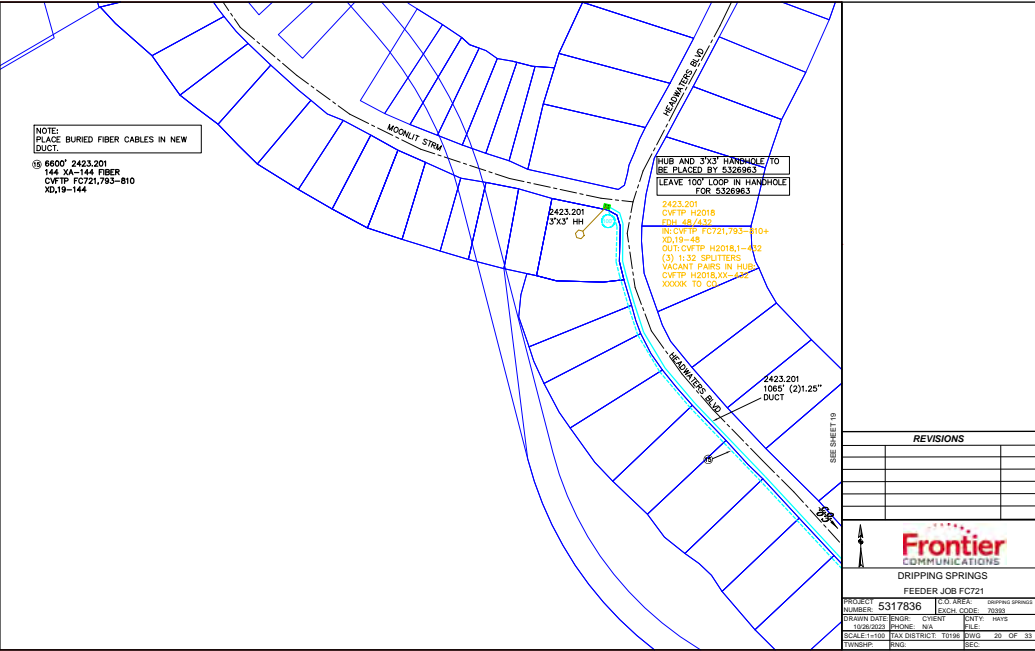


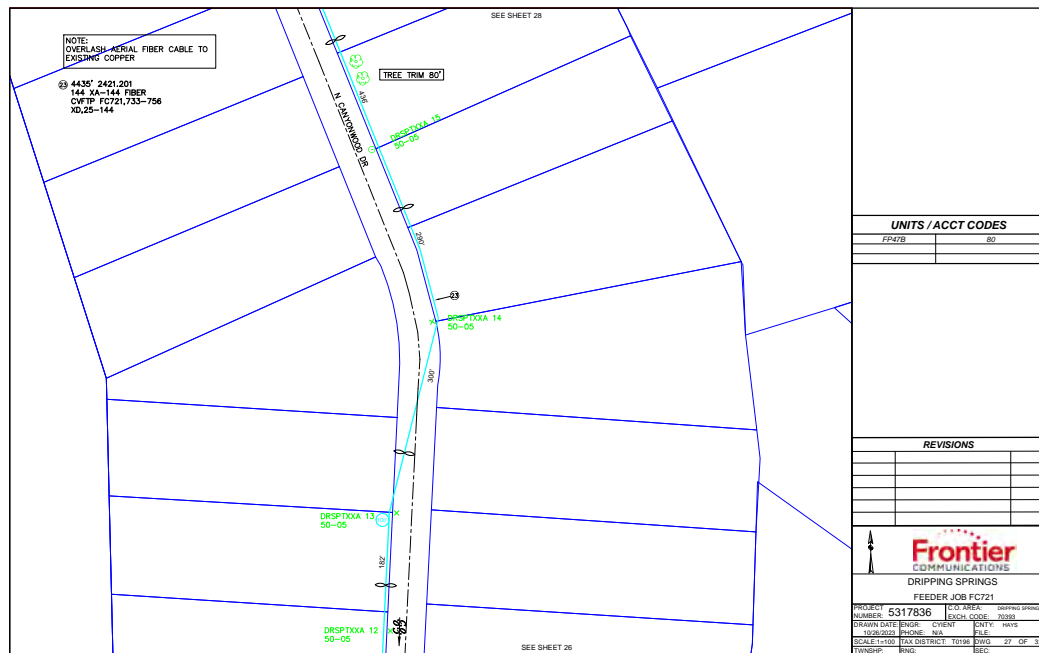
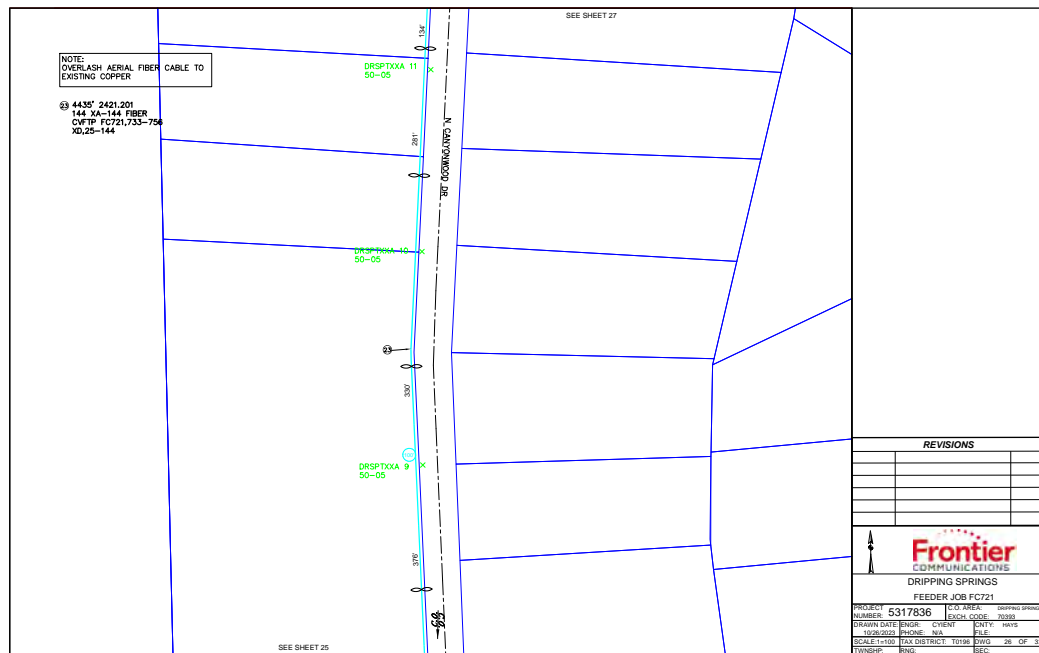
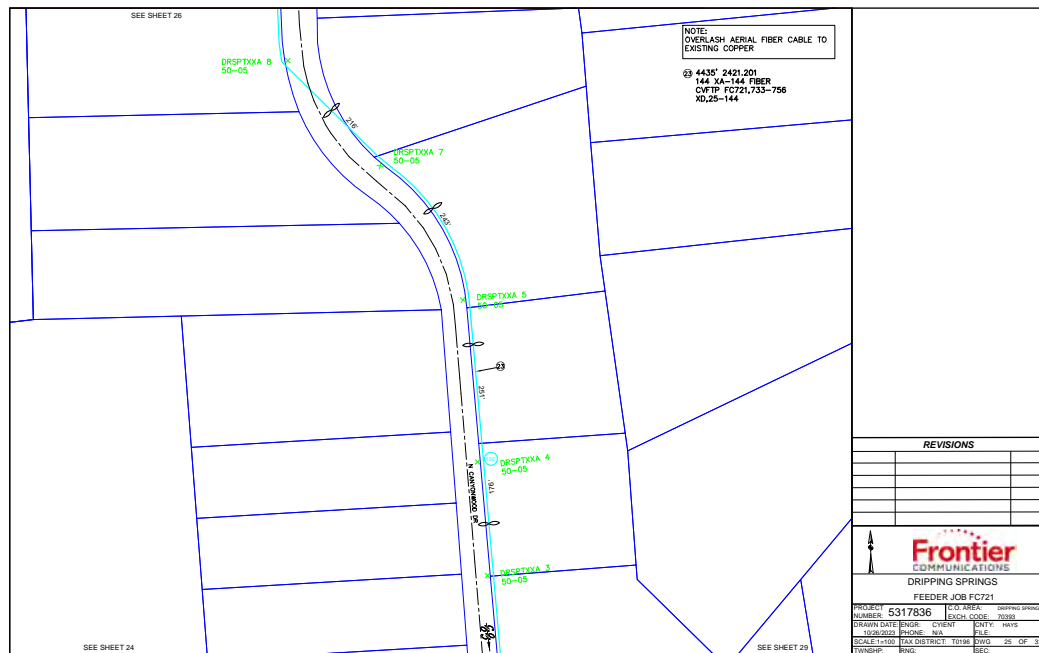
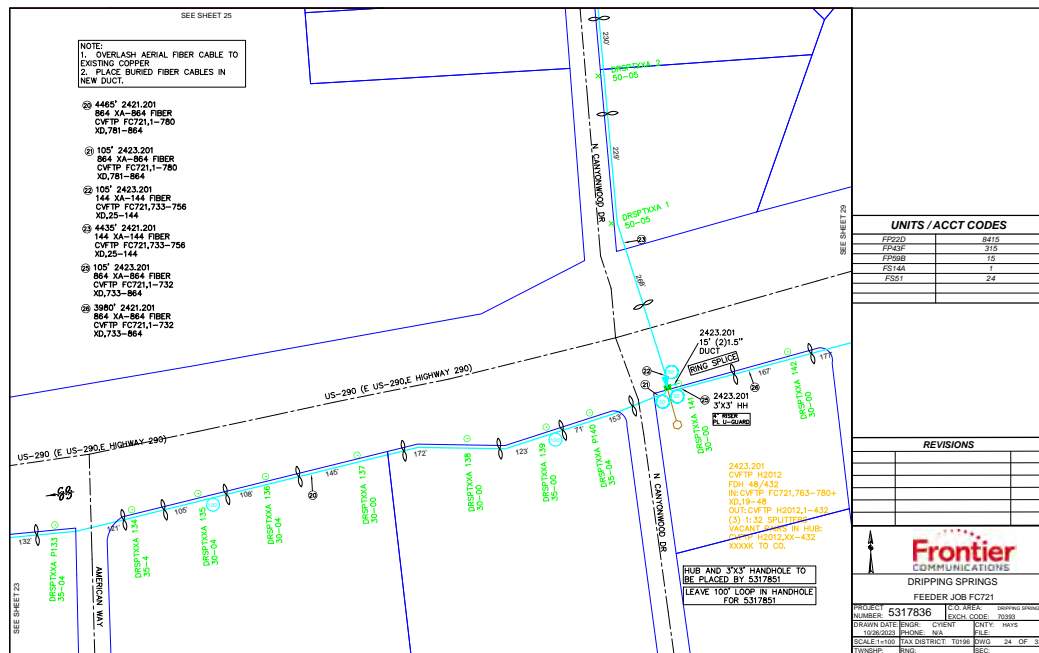




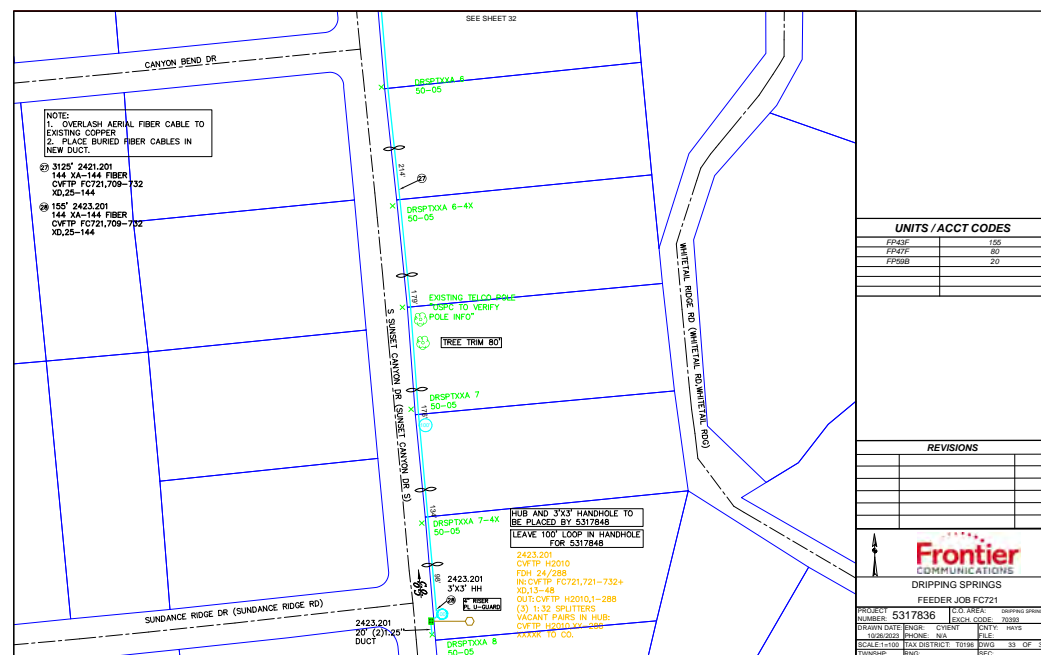
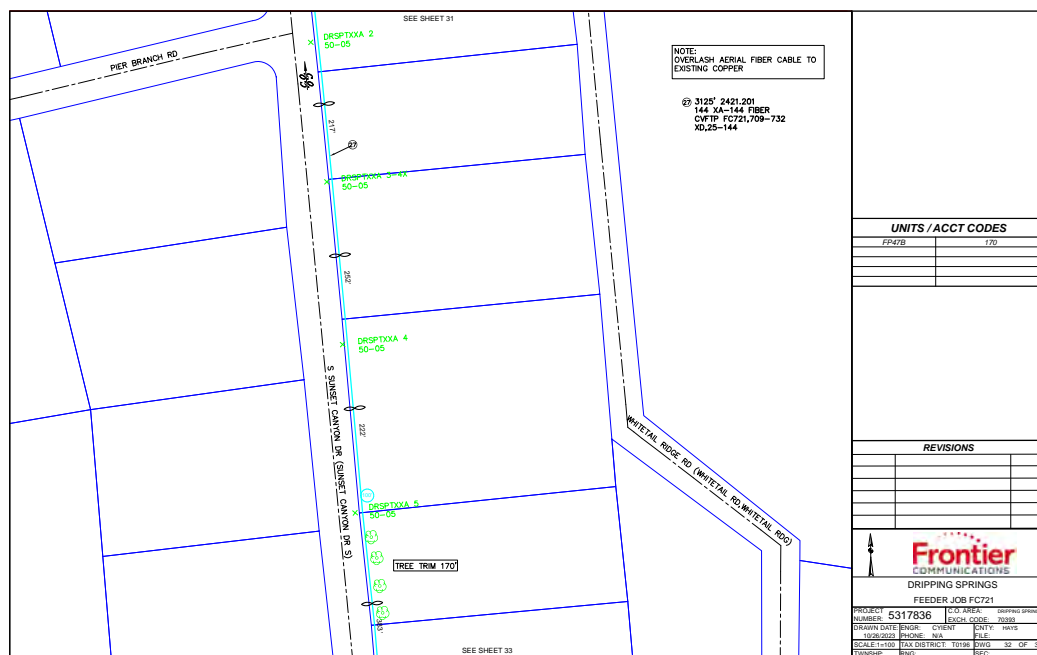


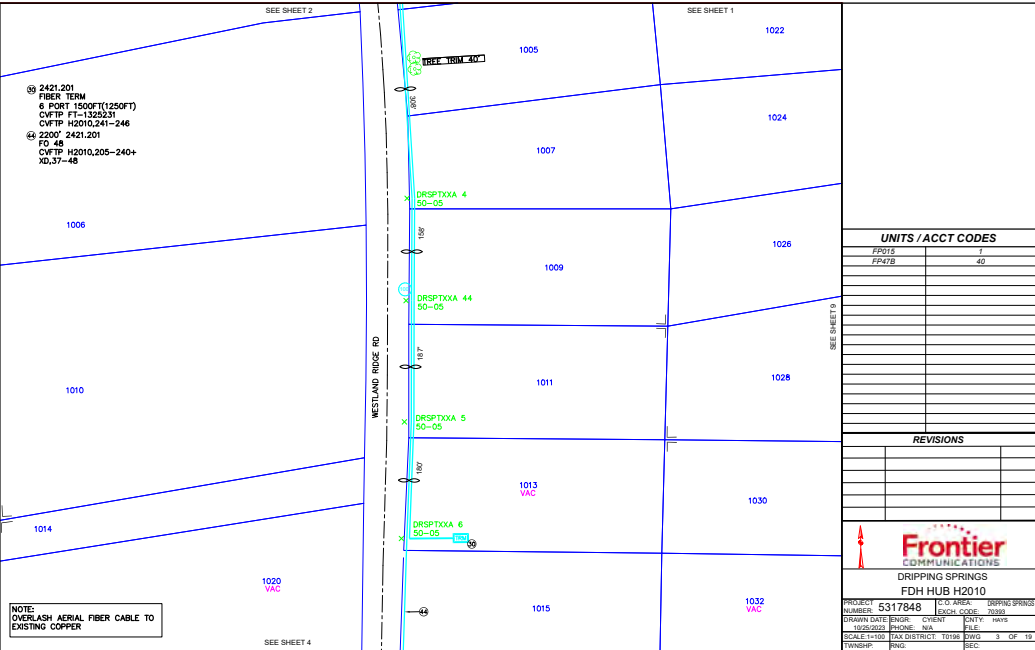
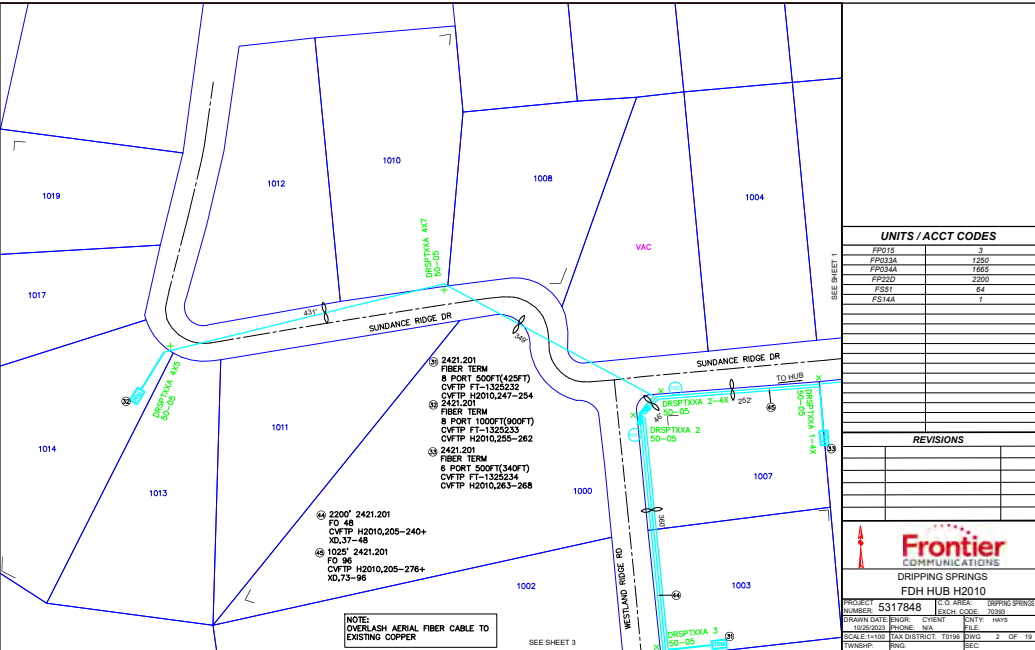
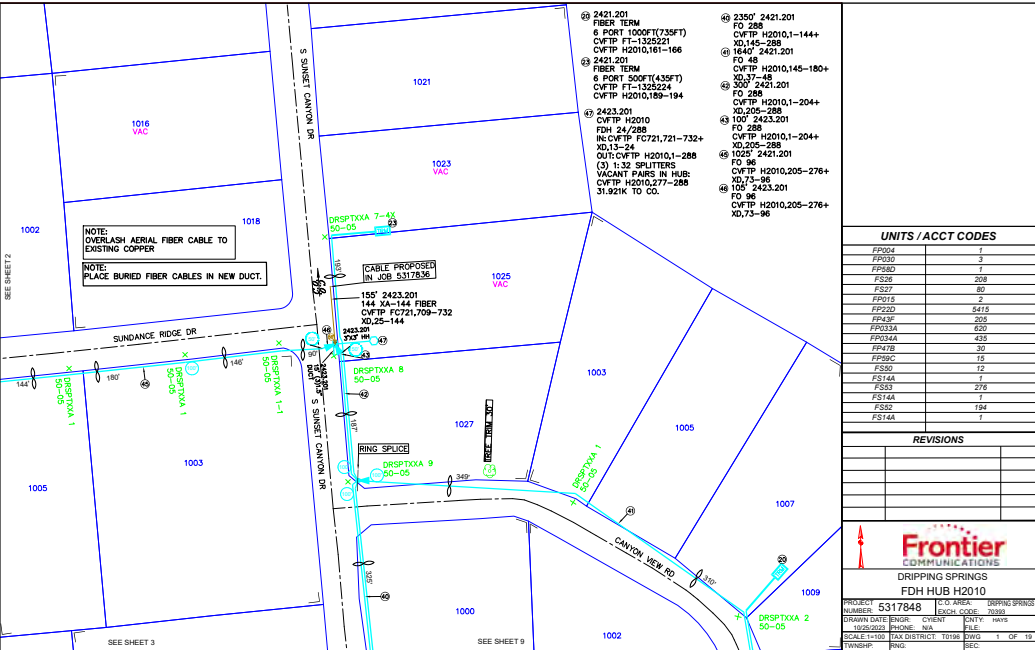
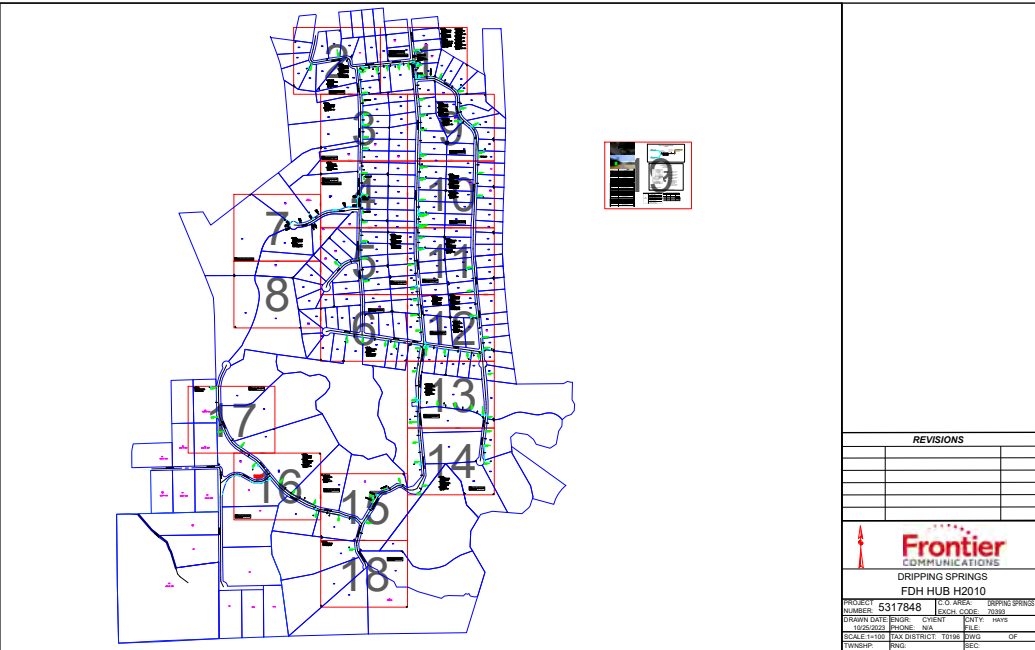






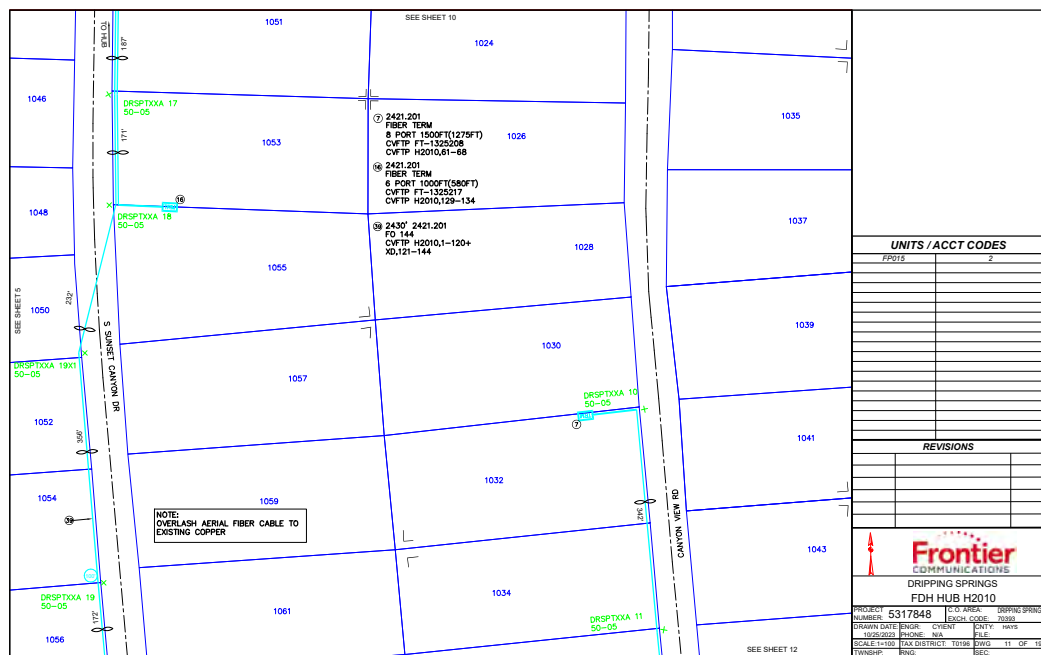
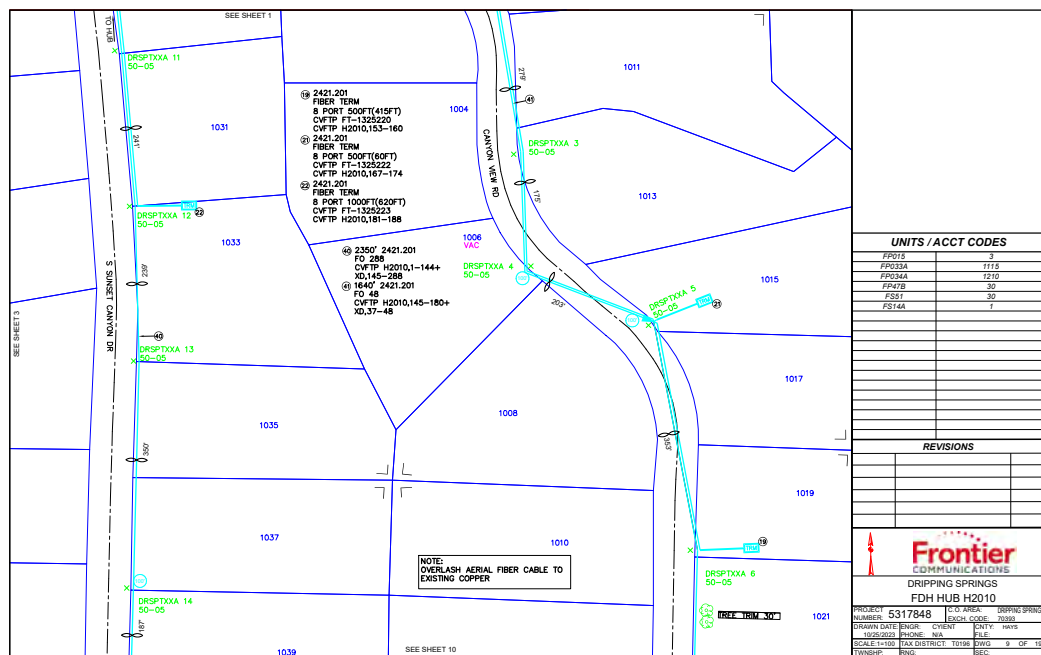




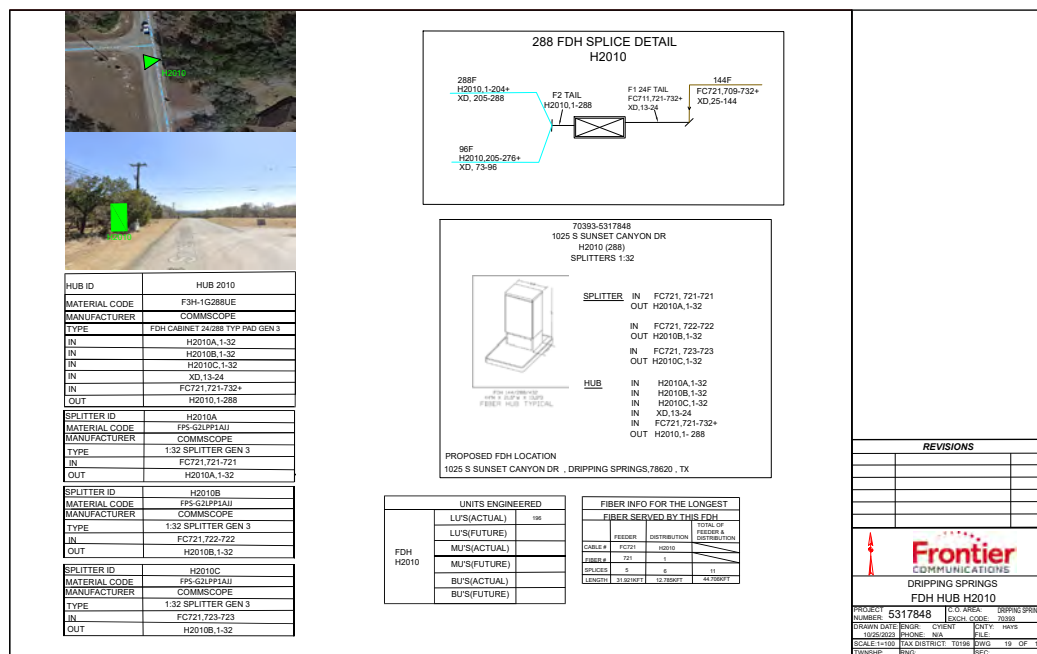
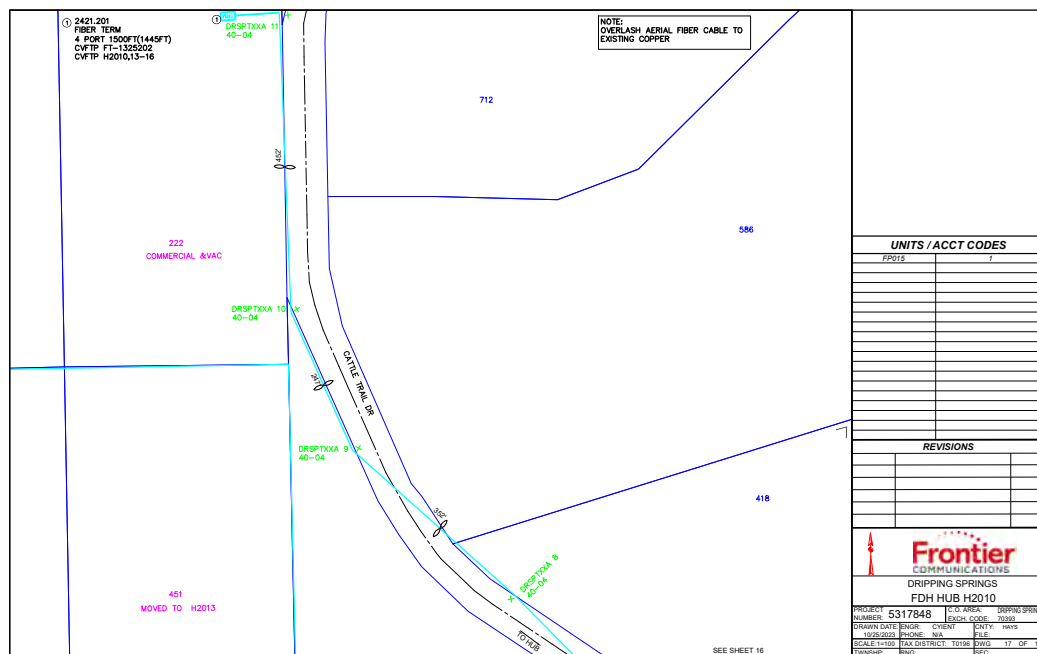














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Phone: 9797783000  
Contact Name: Harvey Kelley

### Hays County Information:

Utility Permit Number: TRN-2024-8553-UTL  
Type of Utility Service: Fiber Optic  
Project Description:  
Road Name(s): S Sunset Canyon Dr, Westland Ridge Rd, Brady Pass, Foothills Dr, Canyon View Rd  
Subdivision:  
Commissioner Precinct:

What type of cut(s) will you be using ? ☒ Boring ☐ Trenching ☒ Overhead ☐ N/A

Authorization by Hays County Transportation Department

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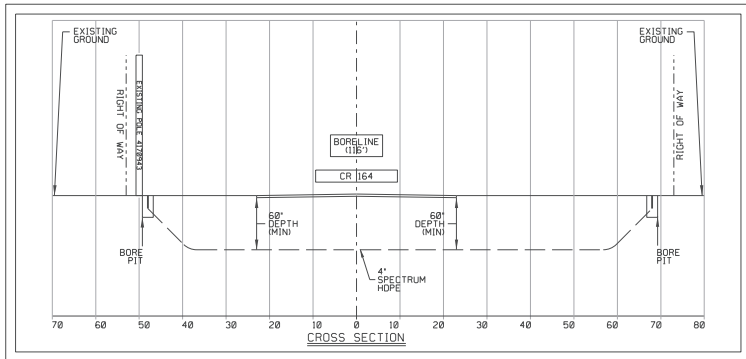
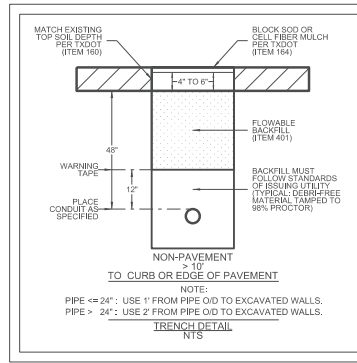
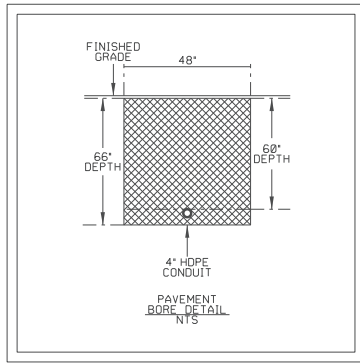
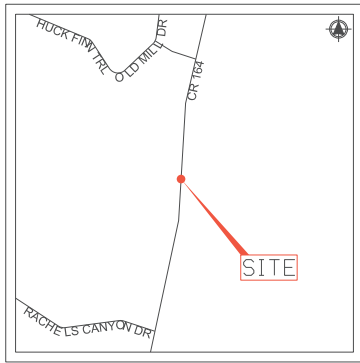
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09/25/2024

Signature

Title

Date

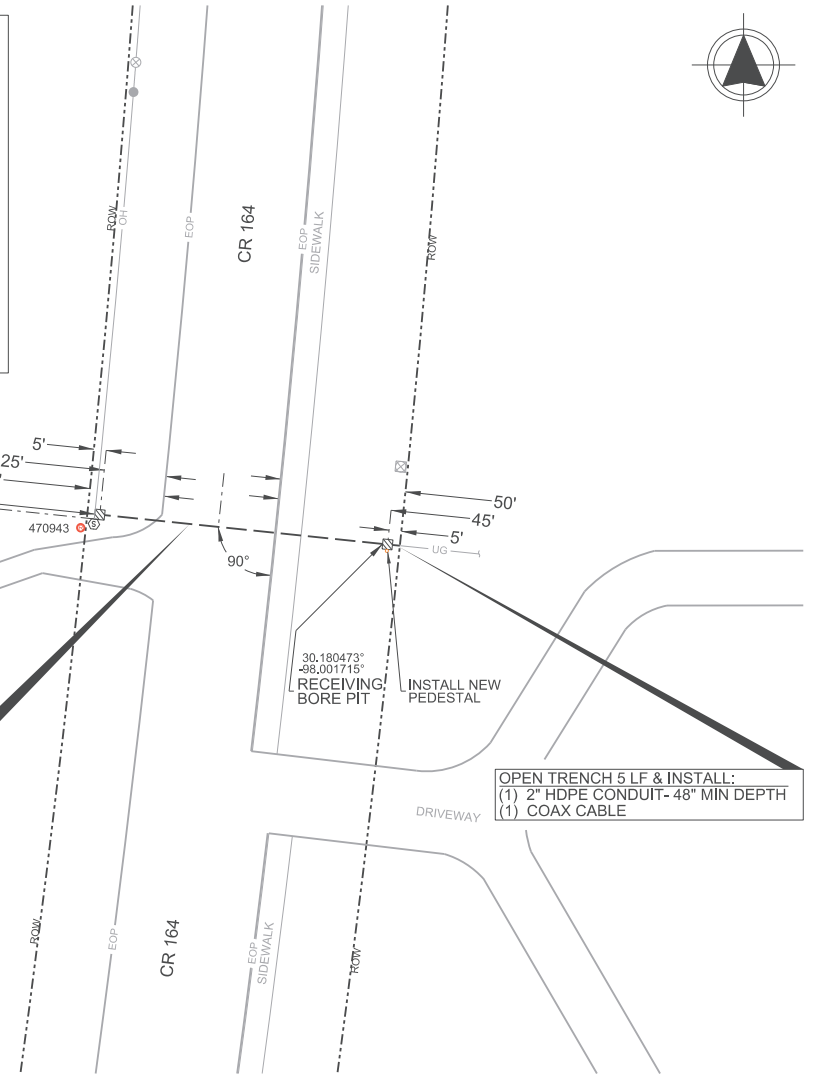


**CALL BEFORE YOU DIG**  
UNDERGROUND SERVICE ALERT  
48 HOURS NOTICE REQUIRED:  
CALL 1-800-344-8377

LOCATIONS OF CR 164 UTILITIES AND STRUCTURES WERE NOT MARKED IN FIELD.  
NOTE:  
CONTRACTOR WILL MAINTAIN 24" MINIMUM VERTICAL CLEARANCE FROM EXISTING UNDERGROUND UTILITIES AND STRUCTURES.

NOTE:  
INFORMATION AND GRAPHICS HEREIN HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT TO SCALE AND THEREFORE NOT PRECISE. EXCAVATOR MUST LOCATE IN THE FIELD AND VERIFY ALL EXISTING UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO EXCAVATION. ANY DAMAGE CAUSED BY EXCAVATOR MUST BE REPAIRED TO PREWORK CONDITION AT EXCAVATOR'S EXPENSE.

**DIRECTIONAL BORE 116 LF & INSTALL:**  
(1) 4" HDPE CONDUIT-60" MIN DEPTH  
(1) COAX CABLE



**OPEN TRENCH 5 LF & INSTALL:**  
(1) 2" HDPE CONDUIT-48" MIN DEPTH  
(1) COAX CABLE



PROJECT:		CMS BARLETT COCKE	
LOCATION:		14451 SAWYER RANCH RD	
DRAFT BY:	DATE:	SCALE:	APPLICATION:
ENTRUST/	05-10-2024	NTS	UG DESIGN
PROJECT:	CITY:	PAGE:	APPROVED BY:
5059894	AUSTIN, TX	1 OF 1	J. SKINNER

LEGEND			
●	BORE PIT	— SS —	SANITARY SEWER
○	TELECOM POLE	— STO —	STORM SEWER
○	PROPOSED POLE	— UG —	UNDERGROUND
○	CONCRETE POLE	— ROW —	RIGHT OF WAY
○	STEEL POLE	— PUE —	PUBLIC UTILITY EASEMENT
⊗	TRANSFORMER POLE	— EOP —	EDGE OF PAVEMENT
⊗	POWER POLE	— EX —	EXISTING CURB
○	PROPOSED PEDESTAL	— W —	WATER UTILITY
○	PROPOSED VAULT	— G —	NATURAL GAS UTILITY
○	PROPOSED HANDHOLE	— T —	TELECOM UTILITY
○	PROPOSED PULLBOX	— E —	ELECTRIC UTILITY

REVISIONS		PREPARED BY:
DATE	COMMENTS	
	GJS	





# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640  
(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://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 9/16/2024 .

### Utility Company Information:

Name: Spectrum  
Address: 810 W Howard Ln Austin TX  
Phone: 5128089973  
Contact Name: Aden Reams

### Engineer / Contractor Information:

Name: Lightspeed Construction Group  
Address: 730 FM 1626 Austin TX 78748  
Phone: 5128086555  
Contact Name: Andrew Channer

### Hays County Information:

Utility Permit Number: TRN-2024-8605-UTL  
Type of Utility Service: COAX Cable through 4" HDPE Conduit  
Project Description:  
Road Name(s): 14451 Sawyer Ranch Rd  
Subdivision:  
Commissioner Precinct:

What type of cut(s) will you be using ? ☒ Boring ☒ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department

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

A handwritten signature in black ink, appearing to read "Mark Bell".

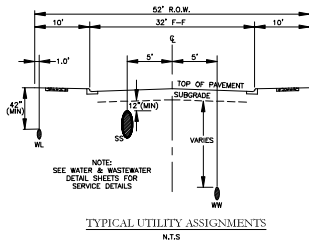
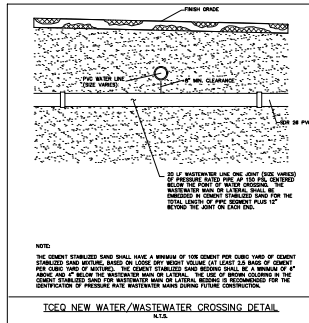
09/25/2024

Signature

Title

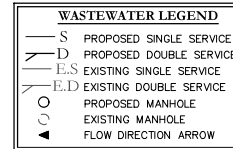
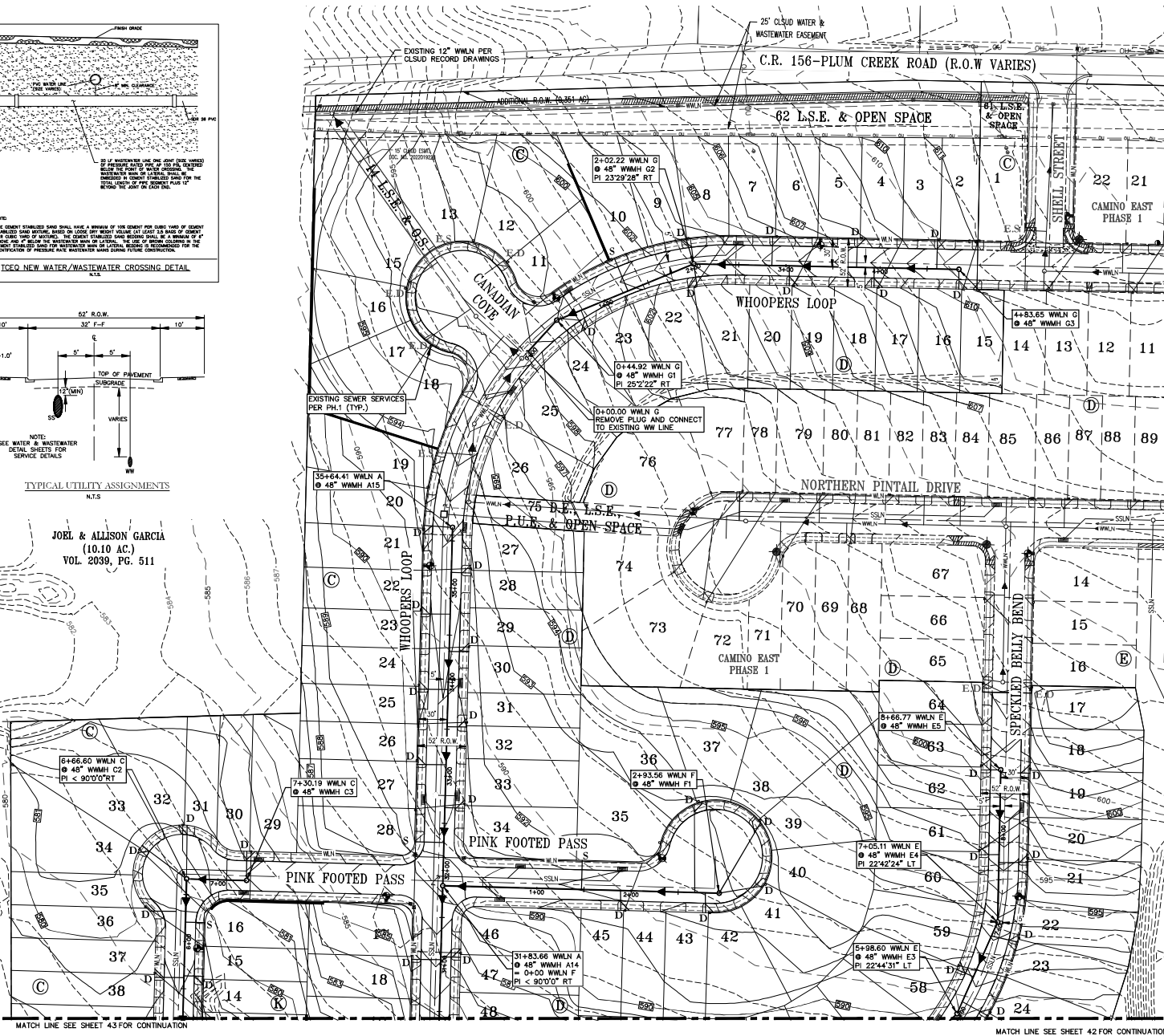
Date



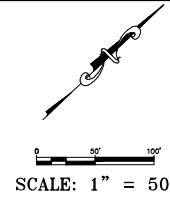


JOEL & ALLISON GARCIA  
(10.10 AC.)  
VOL. 2039, PG. 511

ANTHONY & SUSAN KING  
(5.00 AC.)  
VOL. 1339, PG. 546



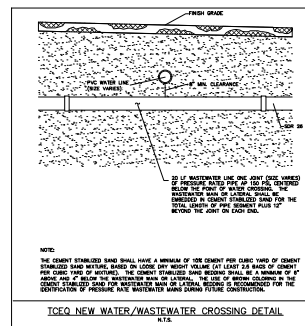
- WASTEWATER NOTES**
- MINIMUM FINISHED FLOOR ELEVATION FOR HOMES SHALL PROVIDE MINIMUM 1% DRAINAGE TO SEWER MAIN.
  - ALL STREETS ARE TO BE BUILT TO SUB-GRADE PRIOR TO UTILITY INSTALLATION.
  - ALL WASTEWATER PIPE SHALL BE SDR-26 PVC WWP PIPE UNLESS NOTED OTHERWISE.
  - MANHOLE TESTING WILL BE REQUIRED ON ALL FLEXIBLE WASTEWATER PIPE AS PER TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES.
  - ALL MANHOLES TO HAVE 0.1" DROP ACROSS MANHOLE.
  - ALL MANHOLES ARE 48" DIA. MANHOLE, UNLESS NOTED OTHERWISE.
  - FINISHED FLOOR ELEVATIONS FOR HOMES SHALL BE AT A HIGHER ELEVATION THAN THE RIM OF THE MANHOLE AT OR IMMEDIATELY DOWNSTREAM OF ITS SERVICE CONNECTION.



THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE INCURRED BY THEIR FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES, STRUCTURES OR FACILITIES. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES 24 HOURS PRIOR TO COMMENCING CONSTRUCTION.



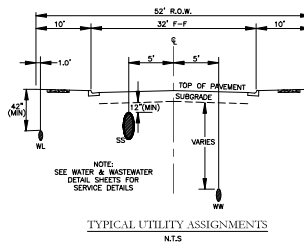
DESIGNED BY R.B.	CHECKED BY J.B.	DATE MAR 2022
SHEET NAME: OVERALL WASTEWATER PLAN (1 OF 3)		
JOB NAME: CAMINO EAST PHASE 2		
PROJECT: STREET, DRAINAGE, WATER, & WASTEWATER IMPROVEMENTS		
DATE: MAR 2022 JOB NUMBER: 5421 SHEET: 41 OF 78		



THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE INCURRED BY THEIR FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES, STRUCTURES OR FACILITIES. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES 24- HOURS PRIOR TO COMMENCING CONSTRUCTION.






SCALE: 1" = 50'



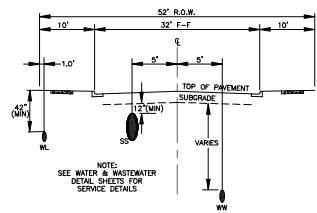
— S PROPOSED SINGLE SERVICE  
 Y D PROPOSED DOUBLE SERVICE  
 ○ PROPOSED MANHOLE  
 ○ EXISTING MANHOLE  
 ▲ FLOW DIRECTION ARROW

## WASTEWATER NOTES

1. MINIMUM FINISHED FLOOR ELEVATION FOR HOMES SHALL PROVIDE MANHOLE IN DRAINAGE TO SEWER MAIN.
2. ALL STREETS ARE TO BE BUILT TO SUB-GRADE PRIOR TO UTILITY INSTALLATION.
3. ALL WASTEWATER PIPE SHALL BE 30R-26 PVC W/PP RINGS UNLESS NOTED OTHERWISE.
4. MANHOLE TESTING WILL BE REQUIRED ON ALL FLEXIBLE WASTEWATER PIPE AS PER TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES.
5. ALL MANHOLES TO HAVE 0.1" DROP ACROSS MANHOLE.
6. ALL MANHOLES ARE 48" DIA. MANHOLE, UNLESS NOTED OTHERWISE.
7. FINISHED FLOOR ELEVATIONS FOR HOMES SHALL BE AT A HIGHER ELEVATION THAN THE RIM OF THE MANHOLE AT OR IMMEDIATELY DOWNSTREAM OF ITS SERVICE CONNECTION.

SHEET NAME: <b>OVERALL WASTEWATER PLAN (2 OF 3)</b>		DESIGNED BY: R. B. L. A.		CHECKED BY: A. B. L. A.	
JOB NAME: <b>CAMINO EAST PHASE 2</b>		PROJECT: <b>STREET, DRAINAGE, WATER, &amp; WASTEWATER IMPROVEMENTS</b>		DATE	
 		 Carlson, Brignone & Doering, Inc. Civil Engineering & Architecture Main Office: 12129 86th St., Ste. 600 5001 West William Canyon Dr. Phone No. (415) 286-1660 www.cb-d.com		REVISION 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 	





TYPICAL UTILITY ASSIGNMENTS  
N.T.S

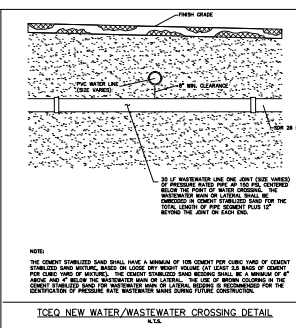
—	S	PROPOSED SINGLE SERVICE
—	D	PROPOSED DOUBLE SERVICE
○		PROPOSED MANHOLE
○		EXISTING MANHOLE
▲		FLOW DIRECTION ARROW

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SCALE: 1" = 50'

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**Carlson, Brigrance & Doering, Inc.**  
Civil Engineering • Surveying  
FIRM ID #17974

**Main Office**  
5501 West William Canyon Dr.  
Austin, Texas 78736  
Phone: (512) 280-5160  
www.cbd.com

**North Office**  
12122 RR 020 N., Ste. 600  
Austin, Texas 78730  
www.cbd.com

OVERALL WASTEWATER PLAN (3 OF 3)

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CAMINO EAST PHASE 2

---

STREET, DRAINAGE, WATER, & WASTEWATER IMPROVEMENTS

SHEET NAME: \_\_\_\_\_  
JOB NAME: \_\_\_\_\_  
PROJECT: \_\_\_\_\_

*Robert M. McGee*  
10/24/2023

STATE OF TEXAS  
BRENDAN P. MCENTEE  
96200  
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIDGEMAN & DOERING, INC.  
EIN 53791

DATE  
MAR 2022

JOB NUMBER  
5421

SHEET  
43 OF 78



# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640  
(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://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 08/11/2024 .

### Utility Company Information:

Name: County Line SUD  
Address: 8870 Camino Real Uhland  
Phone:  
Contact Name: Humberto Ramos

### Engineer / Contractor Information:

Name:  
Address:  
Phone:  
Contact Name:

### Hays County Information:

Utility Permit Number: TRN-2024-8718-UTL  
Type of Utility Service: Gravity wastewater  
Project Description:  
Road Name(s): CR 129 (Cotton Gin Rd), CR 156, SH 21  
Subdivision:  
Commissioner Precinct:

What type of cut(s) will you be using ? ☐ Boring ☒ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department  
The above-mentioned permit was approved in Hays County Commissioners Court on .

A handwritten signature in black ink, appearing to read "Mark Bell".

09/25/2024

Signature

Title

Date



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

PETERSON

Sponsor:

Commissioner Ingalsbe

---

### Agenda Item

Authorize the execution of a Texas Workforce Commission Data Exchange Request and Safeguard Plan related to an Information Release Contract for the Hays County Constable's Office for Precinct 1. **INGALSBE/PETERSON**

### Summary

The current contract for the Constable's Office for Precinct #1 is set to expire this month. TWC requires entities to submit new Data Exchange Requests and Safeguard Plans in order for TWC to draft renewal contracts. Any renewal contract will then be brought to Commissioners Court for approval.

---

### Attachments

TWC Safeguard Plan - Pct 1

## Exhibit 1. TWC Data Exchange Request and Safeguard Plan

All statements and information on this form and associated correspondence relating to the Request and Security Plan (RSP) are incorporated by reference into the data exchange Contract with TWC as Exhibit 1.

Recipient agrees to provide written notice to TWC of any changes to the responses contained in this RSP during the Contract term immediately but no later than three (3) calendar days from the date of change. Email changes to [DEcontracts@twc.texas.gov](mailto:DEcontracts@twc.texas.gov). After review and approval by TWC, the notice of changes shall be incorporated by reference into the Contract under Exhibit 1. **Any changes to the responses requested by Recipient and accepted by TWC in this Exhibit 1 shall amend the corresponding information in the GTC and A-H.**

**This document is confidential under Texas Government Code regarding infrastructure security and shall be redacted from release in response to a request for information or documents. Contact TWC upon such a request.**

	CONTRACTOR INFORMATION	Please answer each question. Do not leave any unanswered.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Hays County Constable Pct. 1 712 S. Stagecoach Trl. #2210 San Marcos, Texas 78666
2.	Entity Tax ID#	74-6002241
3.	Street Address – Line 1	712 S. Stagecoach Trail Suite #2210
4.	Street Address – Line 2	
5.	City, State, Zip	San Marcos, Texas
6.	New request or renewal of an existing contract?	<input checked="" type="checkbox"/> New request <input type="checkbox"/> Extension of existing agreement Previous/Current Contract #: <u>2 9 2 1 P E N 0 0 7</u> <input type="checkbox"/> There are other contracts between TWC, and the party not affected by this Contract, which are as follows:
7.	Type of entity and authority to contract	<input checked="" type="checkbox"/> Texas Local Government Code, Chapter 791, Interlocal Cooperation Act (e.g., cities, counties) <input type="checkbox"/> Texas Government Code, Chapter 771, Interagency Cooperation Act (e.g., state agency) <input type="checkbox"/> Federal Agency Authority <input type="checkbox"/> If state agency, please specify authority
8.	Legal Purpose(s) for requesting information (Check all that apply)	<input checked="" type="checkbox"/> to assist in criminal investigations <input checked="" type="checkbox"/> to assist in locating defendants, witnesses, and fugitives in criminal cases <input checked="" type="checkbox"/> to assist in locating persons with outstanding warrants <input checked="" type="checkbox"/> to assist in locating probation absconders <input type="checkbox"/> to assist in determining eligibility for public assistance/services <input type="checkbox"/> other: please specify: (language will be inserted into contract)
9	Requested length of contract term	<input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input checked="" type="checkbox"/> 3 years <input type="checkbox"/> 4 years <input type="checkbox"/> 5 years (Renewal Option up to a total of 5 years combined)

10.	Requested start date	<input type="checkbox"/> For federal entities only: to correspond with start of fiscal year starting:
	<b>DATA REQUESTED</b>	<b>Please answer each question. Do not leave any unanswered.</b>
11.	Information requested (Check the data being requested)	<input checked="" type="checkbox"/> Wage Records (WR): <u>Wage Detail Inquiry</u> : View wage information for an individual. <u>Coworker Search</u> : View wages reported by an employer.  <input checked="" type="checkbox"/> UI Benefits and Claimant Info (UI): <u>Personal Information</u> : View demographic information for an individual. <u>Claims</u> : View unemployment insurance claim information. <u>Payments</u> : View unemployment insurance payment info. <u>Employer Search</u> : Search employers by name or address.  <input checked="" type="checkbox"/> Employer Records (ER) <u>Employer Master File</u> : Search Employer Master File and view state unemployment tax information.
12.	Method of receiving data	<input checked="" type="checkbox"/> <b>Online access</b> : Contractor access for lookup by SSN through a password-protected log-in account. Number of individuals needing access accounts: <div style="margin-left: 40px;"> <input checked="" type="checkbox"/> 1-10 (The subscription rate is \$1,500 per year.)  <input type="checkbox"/> 11-25 (The subscription rate is \$2,000 per year.)  <input type="checkbox"/> 26-50 (The subscription rate is \$3,500 per year.) *  <input type="checkbox"/> Specify other quantity * </div>  Please confirm that the number of Users given access is and will be limited to the minimum number necessary to accomplish the Limited Purpose(s). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <b>Online Access for Over 25 User Accounts:</b> *If the request is for more than 25 user accounts, please indicate the reason the volume of access accounts is necessary (check all that apply): There is/are: <input type="checkbox"/> a high volume of daily/weekly inquiries require the requested volume of use accounts <input type="checkbox"/> other reason(s) for the volume of access accounts: <div style="margin-left: 40px;"> <hr/><hr/> </div>  <input type="checkbox"/> <b>Offline access</b> :  <b>Offline Method of Transfer and Frequency:</b> (Choose applicable options)

		<p><input type="checkbox"/> Ongoing: Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of ongoing scheduled requests:  <input type="checkbox"/> Nightly    <input type="checkbox"/> Weekly    <input type="checkbox"/> Bi-Weekly    <input type="checkbox"/> Monthly  <input type="checkbox"/> Quarterly    <input type="checkbox"/> Annually    <input type="checkbox"/> Other – specify:</p> <p><input type="checkbox"/> Non-scheduled - Upon Request: Ad hoc request for non-scheduled matches or data files.</p> <p><input type="checkbox"/> One-time request for large quantity of records.</p> <p><input type="checkbox"/> One-time request for one or a few records (less than 100 matches of SSNS or &lt;5 TWC Employer ID or FEIN). Submit request to <a href="mailto:open.records@twc.texas.gov">open.records@twc.texas.gov</a> or fax request to 512-463-2990 or the open records portal at <a href="https://twc.govqa.us/WEBAPP/rs/(S(rqjbfug2yv4rbj2wrzlu c3se))/supporthome.aspx">https://twc.govqa.us/WEBAPP/rs/(S(rqjbfug2yv4rbj2wrzlu c3se))/supporthome.aspx</a>.</p> <p>Specify the particular data elements for the information requested in question 11. E.g., name, address, wage benefit amount, employer name, telephone number, etc.</p> <p>1. If other specific data elements are requested, provide a data format.</p> <p><b>Offline Data Elements Requested:</b> Data elements to be submitted to TWC for the resulting matched data:</p> <p><input type="checkbox"/> SSN – Social Security Number Data available from TWC available for SSN matches from the <u>UI Wage Records</u>:</p> <p style="margin-left: 40px;">Name: last, first, middle initial NAICS Quarter Wages were earned Quarterly Wages Employer Name Employer Address Employer Zip Employer contract Employer Telephone Employer Tax Account Number</p> <p>Instructions for submitting SSN-UI Wage Record Match Requests: Filename and format will be provided by and coordinated with the TWC developer upon receipt of Attachment E. REQUEST FOR TEXAS WORKFORCE COMMISSION RECORDS</p>
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File transmission shall be protected using TWC Secure FTP and encrypted using at least 256-bit encryption.

☐ TWC Employer ID Number (EIN)

Data available from TWC available for EIN matches from the Employer Tax Master File:

Name: last, first, middle initial

Social Security Number

Quarterly Wages

Employer Name

Employer Address

Employer Zip

Employer contact

Employer Telephone

Employer Tax Account Number

Instructions for submitting Texas EIDs or FEINs:  
(follow the same pattern as for SSNs):

Format sample: 123456789

Send seed file via secure file transfer to  
Agency's secure portal, currently GoAnywhere –  
<https://mft.twc.state.tx.us/webclient/Login.xhtml>  
(prior account establishment required)

☐ Federal Employer ID Number (FEIN)

Same as Texas Employer ID information

Volume/quantity of offline records requested per submission  
and associated rates:

Estimated number of individuals in which sensitive personally  
identifiable information requested at any one time:

☐ 1-999: \$250

☐ 1,000 – 14,999: \$300

☐ 15,000 – 19,999: \$375

☐ 20,000 – 24,999: \$500

☐ 25,000 -Above: \$1,000

Hourly rate for programming of a new request or  
modification of an existing job: \$48.81.

**De-identification:** If submitting SSNs to TWC, also include a  
unique identifier. For enhanced security, the return file will not  
include SSNs but instead will include only the unique identifier  
where feasible.



	SAFEGUARD REQUIREMENTS	Please answer each question. Do not leave any unanswered.
13.	How will data be viewed? Select one of the three options.	1) <input checked="" type="checkbox"/> We will <b>ONLY</b> view screen information. <i>(Respond to #14-19, check "N/A" to #20 and #21.)</i> 2) <input type="checkbox"/> We will use electronic copies of screen prints (PDF), or <input type="checkbox"/> We will transfer data into an electronic record. <i>(Respond to #14-20, check "N/A" to #21.)</i> 3) <input type="checkbox"/> We will use paper copies of screen prints, or <input type="checkbox"/> We will transfer information into paper records format. <i>(Respond to #14-19 and #21, check "N/A" to #20)</i>
14.	Will non-employees be provided access to the data? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed.	<input checked="" type="checkbox"/> Only direct employees will be provided access. <input type="checkbox"/> Persons who are not employees may/will be provided access. Please specify those that apply: <input type="checkbox"/> Data Center Operators <input type="checkbox"/> Other Governmental Contractors: Please specify:
15.	Will the data you are requesting be disclosed to any other entity? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed.	<input type="checkbox"/> Yes - Specify: <input checked="" type="checkbox"/> No
16.	What access control methods will you use for access to the TWC information?	<input checked="" type="checkbox"/> Texas State Requirements under Title 1, Part 10, TAC Sec. 202, or comparable standards <input type="checkbox"/> National Institute of Standards and Technology (NIST) or comparable standards <input type="checkbox"/> IRS Publication 1075 or comparable standards
17.	How does your organization assess your security posture? How frequently are these assessments conducted?	<input checked="" type="checkbox"/> Vulnerability testing Frequency: <input checked="" type="checkbox"/> Penetration testing Frequency: <input checked="" type="checkbox"/> Audits Frequency: <input type="checkbox"/> Other – Please specify:                      Frequency: Specify frequency for each that was checked: Frequency is up to two times per year for FBI, DPS and CJIS compliance. Anti-virus scans are daily, and updates are monthly. Internal assessments are done quarterly.
18.0	Are background checks performed on employees who will access information?	<input checked="" type="checkbox"/> Yes, background checks are performed (go to 18.1). <input type="checkbox"/> No, background checks are not performed <b>If No background checks are performed, state what type of records checks are being performed:</b>
18.1	When are background checks performed?	<input checked="" type="checkbox"/> Pre-employment <input type="checkbox"/> Periodic checks during employment <input type="checkbox"/> N/A
19.	How will you have an auditable trail?	<input checked="" type="checkbox"/> I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. <input type="checkbox"/> Other, If Other specify:
20.	How will you encrypt the data at rest? (Ex: Once transferred to a database or other electronic system)	<input type="checkbox"/> Please specify: <input checked="" type="checkbox"/> N/A – We do not keep data at rest.



21.	When will data destruction occur?	<input type="checkbox"/> Consistent with Texas State Libraries and Archives Commission (state records retention laws)
		<input type="checkbox"/> Consistent with other standards: Please specify: <input checked="" type="checkbox"/> N/A - We do not retain data.
	<b>CONTACTS</b>	
22.	Point of Contact Name (for daily matters)	Michael Varela Hays Couty Constable Pct. 1
23.	Point of Contact Title	Chief Deputy Constable
24.	Point of Contact Phone	512 393-7730
25.	Point of Contact E-mail	Michael.varela@co.hays.tx.us
26.	Point of Contact Address	712 S. Stagecoach Trail # 2210
27.	Alternate Point of Contact Name and Title	Jordan M. Powell Hays County Criminal District Attorney's Office
	Alternate Point of Contact Phone	512 393-2219
28.	Alternate Point of Contact E-mail	jordan.powell@co.hays.tx.us
30.	Alternate Point of Contact Address	If different from Point of Contact
31.	Signatory Name	Ruben Becerra
32.	Signatory Title	Hays County Judge
33.	Signatory Phone Number	512 393-2251
34.	Signatory E-mail	judge.becerra@co.hays.tx.us
35.	Signatory Address	111 E. San Antonio St., Suite #300, San Marcos, Texas 78666
36.	Data Technology Contact Name	Jeff McGill, Director of IT
37.	Data Technology Contact Phone	512 393-2841
38.	Data Technology Contact E-mail	jmcgill@co.hays.tx.us
39.	Invoice Recipient Name	Marisol Villarreal-Alonzo
40.	Invoice Recipient Phone Number	512 393-2251
41.	Invoice Recipient Title	Auditor
42.	Invoice Recipient E-mail	Marisol.alonzo@co.hays.tx.us
43.	Invoice Recipient Address	712 S. Stagecoach Trail, Suite 1071, San Marcos, Texas 78666

All statements and information on this form and associated correspondence relating to the Request and Safeguard Plan are incorporated by reference into the data exchange Contract with TWC as Exhibit 1. The original Exhibit 1 and contract must be signed by the Contract Signatory.

**The person signing is authorized by Recipient to bind their organization to the terms of the contract.**

**Designation For Subsequent Submissions:**

☒ By checking here, the contract signatory approves the Recipient Point of Contact as their designee for submission of subsequent updates to the Request for Safeguard Plan and requests for renewals for purposes of extending the duration and associated amount.

\_\_\_\_\_  
**Contract Signatory or designee**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name/Title**

For questions on how to complete this request form, contact [DEContracts@twc.texas.com](mailto:DEContracts@twc.texas.com)



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Elaine Cardenas

Sponsor:

Judge Becerra

---

### Agenda Item:

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

### Summary:

On October 11, 2022, the Commissioners Court executed a contract with Just Appraised, Inc. for Auto-Indexing Services for the County Clerk's Office, and the contract is set to expire on October 11, 2024. Just Appraised, Inc. and the County Clerk's Office would like to renew the contract for one additional year. All terms and conditions remain unchanged and in full force and effect as stated in the contract.

### Fiscal Impact:

Amount Requested: Per RFP contract terms  
Line Item Number: 101-617-10.5448

### Budget Office:

Source of Funds: Records Management & Archive Fund  
Budget Amendment Required Y/N?: No  
Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes  
Comments: Request for Proposal (RFP) 2022-P10 County Clerk Auto Indexing

### Auditor's Office

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

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## Attachments

(PE) Renewal 2



## HAYS COUNTY PURCHASING OFFICE

**Stephanie Hunt, Purchasing Agent**

712 S. Stagecoach Trail, Ste. 1012 • San Marcos, Texas 78666

512-393-2267 • [purchasing@hayscountytexas.gov](mailto:purchasing@hayscountytexas.gov)

---

September 25, 2024

Just Appraised, Inc.  
2261 Market St. #4074  
San Francisco, CA 94114

RE: Annual contract renewal

The annual contract for RFP 2022-P10 County Clerk Auto-Indexing System, is scheduled to expire on October 10, 2024. This letter will serve as official notice that Hays County would like to exercise its second (2<sup>nd</sup>) option to renew the existing contract for one (1) additional year effective October 11, 2024 – October 10, 2025, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract. If you are in agreement with the renewal terms, please acknowledge below and email the Hays County Purchasing Office at the email address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email the Purchasing Office if you wish to make modifications to the contract or have any questions.

Sincerely,

Stephanie Hunt  
Hays County Purchasing Agent

Signature

Imran Khoja

Printed Name

Just Appraised Inc.

Company

9/25/2024

Date

Approved by the Hays County  
Commissioners Court on: \_\_\_\_\_

\_\_\_\_\_  
Ruben Becerra  
Hays County Judge



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Sponsor:

Judge Becerra

---

### Agenda Item:

Authorize the County Judge to support the Centro Cultural Hispano de San Marcos related to the 2024 Hispanic Heritage Exhibition Walk kick-off event for Hispanic Heritage Month. **BECERRA**

### Summary:

Sponsorship funding will support efforts to further educate students in the community for the preservation, development, promotion, and celebration of the Hispanic arts, culture, and heritage.

The event was held on September 14th. Therefore, this will be an FY 2024 expense.

### Fiscal Impact:

Amount Requested: \$250

Line Item Number: 001-600-00.5353

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

### Auditor's Office

G/L Account Validated Y/N?: Yes, Community Program Expenses

New Revenue Y/N?: N/A

Comments:

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## Attachments

Sponsorship Letter



May 27, 2024

Greetings:

Centro Cultural Hispano de San Marcos and LULAC Council 654 are excited to announce the collaboration of efforts to hold the 3rd annual Hispanic Heritage Exhibition Walk in San Marcos, Texas. The exhibition walk will serve as a kick-off event for Hispanic Heritage Month.

We would like to solicit your sponsorship and support for our event, which will take place on **Saturday, September 14th at 10 a.m.** at Centro Cultural Hispano de San Marcos and will culminate at Hays County Historic Courthouse in San Marcos.

This event will bring attention to the vibrant Latin American countries and bring awareness of the diversity of Hispanic Heritage to the local community. The walk will display the flags of Latin American countries represented during Hispanic Heritage month. Once arriving at Hays County Historic Courthouse, there will be music, food and vendors. The event proceeds will grant local students with scholarships to further their education.

Enclosed you will find the agreement that outlines the sponsorship levels, number of additional t-shirts that you would like to purchase and the name of 4 representatives that will display your organization banner. The return on your investment is immediately apparent by the visibility you will receive as a participating sponsor. By being a sponsor, you will assist and support our efforts to further educate students in our community and help in meeting the needs of our community. Your investment will be a tax-deductible donation. Our event is being hosted under the auspices of Centro Cultural Hispano de San Marcos 501c(3) eligible organization.

We appreciate your consideration in helping sponsor this event. We encourage your business/organization to display your exhibition banner during Hispanic Heritage Month, which runs from September 15th through October 15th. For more information about our event, visit our Instagram and Facebook page at [HispanicHeritageExhibitionWalk](#).

If you would like to meet with the Hispanic Heritage Exhibition Walk Committee or if you have any questions or need additional information, please contact me via email at [hispanicheritageexhibitionwalk@gmail.com](mailto:hispanicheritageexhibitionwalk@gmail.com) or by phone at (512) 878-0640.

Respectfully,

Yansi Arévalo  
Event Coordinator

**CENTRO CULTURAL HISPANO DE SAN MARCOS**  
\* 211 Lee Street \* San Marcos, TX 78666-6811



## Hispanic Heritage Exhibition Walk Sponsorship Agreement

### Organization Information

Please print or type the requested information below:

Name: Ruben Becerra Title: County Judge

Business/Organization Hays County

Address 111 E San Antonio St

City San Marcos State TX Zip 78666

Telephone 512-393-2205 Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

### Sponsorship

Please select sponsorship level below:

☐ **Oro - \$500 plus:** Official sponsor of the Hispanic Heritage Exhibition Walk event.

Oro sponsors shall receive the following:

- 2' x 8' Hispanic Heritage Exhibition Walk Banner with business/organization logo.
- 10 x 10 booth space for product display at event. (Must provide your own canopy and products for display.)
- Banner space in exhibition walk.
- Four event t-shirts
- Media Package: name/logo on our Facebook page, name/logo on event t-shirts, name/logo on color poster & flyers, follow-up articles and photos in news releases, public address announcements throughout the event.

**CENTRO CULTURAL HISPANO DE SAN MARCOS**

\* 211 Lee Street \* San Marcos, TX 78666-6811

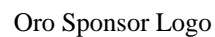
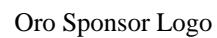


✓	<p><b>Plata - \$250 plus:</b> Official sponsor of the Hispanic Heritage Exhibition Walk event.</p> <p>Plata sponsors shall receive the following:</p> <ul style="list-style-type: none"> <li>• 2' x 8' Hispanic Heritage Exhibition Walk Banner with business/organization logo</li> <li>• Banner space for one banner at exhibition walk.</li> <li>• Media Package: name/logo on our Facebook/Instagram page and name/logo on event t-shirts.</li> <li>• Two event t-shirts</li> </ul>
☐	<p><b>Bronze - \$150 plus:</b> Official sponsor the Hispanic Heritage Exhibition Walk event.</p> <p>Bronze sponsors shall receive the following:</p> <ul style="list-style-type: none"> <li>• 2' x 8' Hispanic Heritage Exhibition Walk Banner with business/organization logo.</li> <li>• Banner space at the exhibition walk.</li> <li>• Media Package: name/logo on our Facebook/Instagram</li> <li>• Two event t-shirts</li> </ul>

T-shirt(s) Order			
both shirts Large			
XS	S	M	
L			
\$10 each youth			
XS	S	M	
<div style="border: 1px solid black; border-radius: 50%; padding: 2px;">L</div>	XL		
\$15 each adult			
XXL	XXXL		
\$20 each adult			

Representatives to Display Banner
Name: Hays County Judge Ruben Becerra
Name:
Name:
Name:





***CENTRO CULTURAL HISPANO DE SAN MARCOS***  
\* 211 Lee Street \* San Marcos, TX 78666-6811



Signature: \_\_\_\_\_ Date: 06/21/24

**Please make checks payable to:** Centro Cultural Hispano de San Marcos

**Electronic Payment:** <https://www.sanmarcoscentro.org>

**Mail Sponsorship Agreement:** PO BOX 1553, San Marcos TX 78667-6811

**Email Sponsorship Agreement:** [hispanicheritageexhibitionwalk@gmail.com](mailto:hispanicheritageexhibitionwalk@gmail.com)



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Tammy Crumley

Sponsor:

Commissioner Shell

Co-Sponsor:

Commissioner Smith

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### Agenda Item

Approve specifications for IFB 2025-B02 Hauling Solid Waste and authorize Purchasing to advertise and solicit for bids.  
**SHELL/SMITH/T.CRUMLEY**

### Summary

Hays County issues this Invitation for Bid (IFB) to solicit bids for the necessary services and equipment related to the hauling and disposal of solid waste from two Hays County collection facilities. Hays County will award one or more contracts as a result of this solicitation.

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### Attachments

IFB 2025-B02 Solicitation



## SOLICITATION, OFFER AND AWARD

Hays County  
Purchasing Office  
712 S. Stagecoach Trail, Suite 1012  
San Marcos, Texas 78666

**Solicitation No.:**  
**IFB 2025-B02 Hauling Solid Waste**

**Date Issued: October 3, 2024**

### SOLICITATION

Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

**11:00 a.m. local time October 24, 2024.**

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

For information please email:  
[purchasing@hayscountytexas.gov](mailto:purchasing@hayscountytexas.gov)

Questions concerning this IFB must be received in writing no later than 5:00 on October 14, 2024.

Phone No.: (512) 393-2267

### OFFER (Must be fully completed by Respondent)

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

**MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.**

#### Respondent

Entity Name:  
Mailing Address:

#### Respondent's Authorized Representative

Name:  
Title:  
Email Address:  
Phone No.:

Signature:

Date:

Name, Email Address and Phone No. of  
person authorized to conduct  
negotiations on behalf of Respondent:

### NOTICE OF AWARD (To be completed by County)

Funding Source:

Awarded as to item(s):

Contract Amount:

Vendor:

Term of Contract:

This contract issued pursuant to award  
made by Commissioners Court on:

Date:

Agenda Item:

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

\_\_\_\_\_  
Hays County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hays County Clerk

\_\_\_\_\_  
Date

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## I. IFB Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies the documents that **MUST** be submitted for the bid/proposal to be considered responsive, as well as the required forms requested by Hays County.

### **A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:**

**The following forms MUST be returned for the bid/proposal to be considered responsive:**

- \_\_\_\_ 1. Solicitation, Offer and Award Form completed and signed
- \_\_\_\_ 2. Attachment A: IFB 2025-B02 bid Form
- \_\_\_\_ 3. Vendor Reference Form

### **Required Forms by Hays County:**

- \_\_\_\_ 1. Conflict of Interest Questionnaire
- \_\_\_\_ 2. Code of Ethics
- \_\_\_\_ 3. HUB Practices
- \_\_\_\_ 4. House Bill 89 Verification
- \_\_\_\_ 5. Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- \_\_\_\_ 6. Israel Boycott Certification (TGC 2271.002)
- \_\_\_\_ 7. Prohibition of Energy Company Boycott Certification (TGC 2274)
- \_\_\_\_ 8. Debarment & Licensing Certification
- \_\_\_\_ 9. Vendor/Bidder's Affirmation
- \_\_\_\_ 10. Federal Affirmations and Solicitation Acceptance
- \_\_\_\_ 11. Related Party Disclosure Form
- \_\_\_\_ 12. System for Award Management ([www.SAM.gov](http://www.SAM.gov)) Entity Registration Page
- \_\_\_\_ 13. Any addenda applicable to this solicitation

### **Hays County will accept bids, by the stated due date by one of the following methods:**

- \_\_\_\_ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666  
OR
- \_\_\_\_ 2. One original of the proposal and a digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to: Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666

## II. Summary

1. **Type of Solicitation:** Invitation for Bid
2. **Solicitation Number:** IFB 2025-B02  
Hauling Solid Waste
3. **Issuing Office:** Hays County Purchasing Office  
712 S. Stagecoach Trail, Suite 1012  
San Marcos, TX 78666
4. **Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope  
Manual: One (1) Original and one (1) digital copy on a thumb drive, or  
Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
5. **Deadline for Responses:** In issuing office no later than:  
**October 24, 2024; 11:00 a.m. Central Time (CT)**
6. **Initial Contract Term:** **November 5, 2024-November 4, 2025**
7. **Optional Contract Terms** **four (4) additional, one (1) year renewals**
8. **Designated Contact:** Hays County Purchasing  
Email: [purchasing@hayscountytexas.gov](mailto:purchasing@hayscountytexas.gov)
9. **Questions & Answers:** **Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than October 14, 2024; 5:00 p.m. CT. Telephone inquiries will not be accepted.**  
Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
10. **Addenda** Any interpretations, corrections or changes to this IFB 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.

**12. Websites:**

Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the following websites:

[www.bidnetdirect.com/hayscounty](http://www.bidnetdirect.com/hayscounty),

<http://www.txsmartbuy.com/sp>,

<https://www.sanmarcostx.gov/Bids.aspx>

**Anticipated Schedule of Events**

October 1, 2024	Court Approval
October 3, 2024	Issuance of IFB
October 14, 2024	Deadline for Submission of Questions (5:00 PM CT)
October 24, 2024	Deadline for Submission of Proposals (11:00 AM CT) <b>Late bids will not be accepted.</b>
November 2024	Anticipated contract award date



### III. Specifications

#### A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids for the necessary services and equipment related to the hauling and disposal of solid waste from two Hays County collection facilities. Hays County will award one or more contracts as a result of this solicitation.

#### B. Scope of Work

Each facility currently uses the container types outlined below. The County intends to have one regularly scheduled haul for each container type at each location. Additional on-demand hauls may be requested as needed.

NOTE: the estimated hauling frequency is an approximation of the County's needs. The actual frequency of hauls may vary from the information provided below. Hays County is not obligated to a specific number of hauls, and the County may require more frequent hauls than are identified below for the same per haul price.

*Example: The Wimberley Facility utilizes a 40 cubic yard open-top container which needs to be hauled once or twice a week. The County and Contractor agree to one scheduled haul each week which occurs on Tuesday mornings between 8:00-11:00am. Contractor arrives at 10:00am on Tuesday morning to haul its regularly scheduled load. On Friday morning at 8:00am, the facility staff recognize that the remaining capacity in the container will not accommodate the anticipated weekend traffic and calls to have the container exchanged. The Contractor must arrive to exchange the boxes by 12:00pm on Friday. Per the regular schedule, the Contractor arrives the following Tuesday between 8-11am to exchange boxes. Business is slow that week and the Contractor is not called out again before the next regularly scheduled haul.*

Wimberley Citizen's Collection Station				
	Estimated hauling frequency	Frequency of scheduled hauls	Hauling hours	Contractor to provide equipment/ container
42 cubic yard compactor/receiver	1-2 per week	1-2 per week	any time	yes
40 cubic yard open top container	3-4 per week	3-4 per week	any time	yes
(2) 30 cubic yard open top container	3-4 per week	3-4 per week	any time	yes
30 cubic yard open top container (glass only)	1 per month	1 per month	any time	yes
(4) 8 cubic yard (paper/newspaper recycling)	1-2 per month	1-2 per month	any time	yes

Driftwood Citizen's Collection Station				
	Estimated hauling frequency	Frequency of scheduled hauls	Hauling hours	Contractor to provide equipment/ container
42 cubic yard compactor/receiver	1-2 per week	1-2 per week	facility hours	no
(3) 30 cubic yard open top container	1-2 per week	1-2 per week	any time	yes
30 cubic yard open top container (glass only)	1 per month	1 per month	any time	yes
(6) 8 cubic yard (paper/newspaper recycling)	1-2 per month	1-2 per month	any time	yes

### **C. Contractor's Responsibilities**

- Contractor shall provide hauling from the Citizen's Collection Stations in Wimberley and Driftwood, Texas to a permitted disposal site.
- Contractor shall provide one (1) regularly scheduled haul for each container type at each location, according to the information provided in the tables in Section B – Facility Needs. The schedule for these hauls will be established and agreed upon by both parties at the beginning of each contract period.
- Contractor shall respond to on-demand hauling requests as outlined in Section D – Scheduling and Service Times.
- Contractor shall provide a 42 cubic yard compactor/receiver at the Wimberley location.
- Contractor shall provide all services related to the maintenance and repair of the compactor equipment and shall respond to all requests for service to the compactor as outlined in Section D – Scheduling and Service Times.
- Contractor shall provide an adequate number of vehicles for regular service. All vehicles and other equipment shall be kept in good repair, appearance, and in sanitary conditions at all times. Each vehicle shall have clearly visible markings on each side of the vehicle so that the identity of the contractor is known.
- All refuse hauled by the contractor shall be contained, tied, or enclosed so that leaking, spilling, or blowing is prevented.
- All exchanging of boxes is to be done on the road-based area designated, not on driveways, grassed areas, or anywhere else.
- The contractor shall be responsible for any repairs required due to misuse or mishandling of County property by the contractor, including receiver boxes.
- Contractor shall maintain an office or such facility through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 AM to 4:00 PM Tuesday – Friday, and 8:00 AM to 2:00 PM on Saturdays.
- Contractor shall bring any concerns to the attention of the Hays County Recycling and Solid Waste Coordinator or the Director of Countywide Operations.
- The awarded Contractor will be required to provide Hays County with a monthly weight report per location.

### **D. Scheduling and Service Times**

- Each location operates Tuesday through Saturday from 8:00 AM until 4:00 PM.
- The holidays listed below will be observed for the purpose of this bid. In the event that a regularly scheduled pick-up day falls on a holiday, the Contractor shall contact the Recycling and Solid Waste Coordinator the day before the holiday to re-schedule the service.
  - a. New Year's Day
  - b. Martin Luther King's Birthday
  - c. President's Day
  - d. Good Friday
  - e. Memorial Day
  - f. Independence Day
  - g. Labor Day
  - h. Veteran's Day
  - i. Thanksgiving Day

j. Christmas Day

- Contractor may exchange and haul the open top containers at any time. County will provide Contractor with lock combinations to access the Citizen's Collection Stations after hours. If a County employee is not on duty at the time of the haul, the Contractor shall leave a receipt at the office and email a copy to the County's designated representative.
- Contractor shall haul the waste from the compactor/receiver during the facility's normal business hours. A Hays County employee must be on-site to clean out from under the compactor roll off box. All hauls must have a 4-6 turnaround time, with the exception of paper recycling.
- The County may call contractor to cancel, confirm, delay, postpone, or reschedule any pick-up two (2) hours prior to scheduled time of pick-up.
- If the County calls the contractor to haul the receiver container or open top containers, the contractor will make every reasonable effort to make pick-up within a four (4) hour period. If delays are involved, the contractor will contact the Wimberley Facility at 512-618-7175 or the Driftwood Facility at 512-216-5235 and notify of the delay and give an estimated pick-up time. Same day service is required for all haul requests.
- If the County calls the contractor to provide service to the compactor, the contractor will make every reasonable effort to arrive within a four (4) hour period. If delays are involved, the contractor will contact the Recycling and Solid Waste Coordinator to notify of the delay and give an estimated arrival time. Same day service is required for all service requests.
- Contractor shall coordinate the initial delivery of all necessary equipment/containers with the Director of Countywide Operations or the Recycling and Solid Waste Coordinator in order to ensure that service levels at each location are maintained.

**E. Attachment A: IFB 2025-B02 Bid Form**

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2025-B02 Bid Form.

**HAULING AND DISPOSAL:** A bid for each container type/size is requested for each location. For each type/size, enter the maximum allowable weight (in tons) that is included in the price quoted as well as the per/ton charge for loads which exceed the maximum weight. Bids prices are considered all-inclusive for the maximum allowable weight identified. Loads that exceed the maximum weight will be subject to the applicable overage charge, however, no other service fees or surcharges will be considered with the exception of the "Item Disposal Fees" identified below. A bid which includes additional surcharges and/or fees may be considered non-responsive at the discretion of the County. Bids for hauling open top containers shall include the cost of the container. Respondent may bid on all or any portion of the items listed for bid.

**EQUIPMENT RENTAL:** Respondent shall bid on the rental of a 42 cubic yard compactor/receiver at the Wimberley location. The monthly rate bid shall cover all maintenance and repair of the equipment as needed. The rate is considered all-inclusive for the use of the equipment. No additional fees will be considered.

**ITEM DISPOSAL FEES:** Bidder shall list its fee for disposing of the items identified in this section of the bid form. No additional fees will be considered.

**NOTE:** There shall be no charge for delivering empty, first-time containers to either location.

Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

#### **F. Qualifications**

A prospective respondent must meet the following requirements:

- Contractor shall be regularly engaged in the performance of the specified work and make available, for this purpose, a regular force of skilled workers and equipment.
- Must possess the required licenses to operate a business in the State of Texas.
- All employees must possess the certifications, and licenses required by the State of Texas.
- Contractors' vehicles must be permitted in compliance with all Federal, State, County and City requirements.

**REFERENCES:** Hays County requires respondent to supply with the proposal, a list of at least three (3) references where like services have been supplied by their company for a county or company of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

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

A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required.
- Be able to comply with required or proposed delivery schedule.
- Have a satisfactory record of performance.
- Be otherwise qualified and eligible to receive an award.
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing, loading, hauling, delivering, etc.

**TIME OF PERFORMANCE:** It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

**SYSTEM FOR AWARD MANAGEMENT:** Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

**COMPLIANCE WITH LAWS:** The successful bidder 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 bid.

**INSURANCE:** The successful bidder will be required to furnish proof of insurance for Workers' Compensation, Auto Liability and General Liability before any work may begin.

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.

#### **G. Submittal Requirements**

Respondent must deliver the following to the Issuing Office by the specified deadline or upload the bid packet electronically to BidNet Direct:

- Mailed or Dropped off Bid Packets: All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.
  - One (1) original bid with required forms manually signed by Respondent with original signatures
  - One (1) digital copy of the full bid packet with all required forms on a thumb drive
- Electronic Bids:
  - Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
  - One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of proposal due date.

**LATE SUBMITTALS WILL NOT BE ACCEPTED.**

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. All unofficial bid results will be posted on the following two sites, until an award has been made in Commissioners Court:

Hays County: <https://hayscountytexas.com/departments/auditor/purchasing/bidding-opportunities/>  
 BidNet Direct: <https://www.bidnetdirect.com/texas/hayscounty>

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

WITHDRAWING OF BID: A bid may be withdrawn at any time prior to the official opening. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

FORMS: All Bids must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the bid.

**H. Award of Contract**

**BASIS OF AWARD:** The County shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and reserves the right to request additional information. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such Bidder does not satisfy the County that the Bidder is qualified to properly carry out the terms of the Bid Document

The bid award shall be based on but not necessarily limited to, the following factors:

- Total price
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County, if applicable
- Hays County's evaluation of vendor's ability to perform
- Vendor's references

**CONTRACT:** This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those

communications that are in writing from the Purchasing Manager shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be ninety (90) calendar days.

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

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

If the bid 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.

#### **I. Warranty of Performance**

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

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

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

## IV. General Terms and Conditions for Solicitations

### Applicable To: Invitations for Bid (IFB)

#### 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 IFB.
- 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. "Purchasing Manager" means the Hays County Purchasing Manager.
- i. "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 ensure 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 Respondent and its Principals, at the time of submission did not have an exclusion record created in the System for Award Management (SAM.gov) website, which indicates an individual or entity is prohibited from receiving federal contracts, subcontracts, and certain types of federal financial and non-financial assistance. In the event an exclusion record is created between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Agent. 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. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

- 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

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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

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Employers Liability:

Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00

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Excess Liability:

Umbrella Form	\$1,000,000.00
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Labor Liability:

Worker's Compensation	Meeting Statutory Requirements
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## V. Vendor Reference Form

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

REFERENCE ONE
---------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

Email: \_\_\_\_\_

REFERENCE TWO
---------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

Email: \_\_\_\_\_

REFERENCE THREE
-----------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

Email: \_\_\_\_\_



## VI. Certificate of Interested Parties

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

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at [https://ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above, please or have any questions please contact Purchasing at 512-393-2267.

## VII. Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>	<b>OFFICE USE ONLY</b>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>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.</b></p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<p><b>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.</b></p>		
<p><b>6</b> <input type="checkbox"/> <b>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).</b></p>		
<p><b>7</b></p> <p style="margin-top: 20px;">             _____              Signature of vendor doing business with the governmental entity           </p> <p style="margin-left: 300px;">             _____              Date           </p>		



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

## 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. Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

---

Company Name

Date

---

Print Name of Company Representative

Signature of Company Representative

---

### Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

---

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

---

Date

---

IFB/RFP/RFQ Number



## XII. Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the 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 organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

---

Company Name

Date

---

Print Name of Company Representative

Signature of Company Representative

---

### Exclusion from Chapter 2271 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees
- ☐ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- ☐ will be between a governmental entity and a sole proprietor.

---

Company Name

Date

---

Print Name of Company Representative

Signature of Company Representative

---

### Certification Check Performed by Hays County Purchasing

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808 and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

---

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

---

Date

IFB/RFP/RFQ Number

### XIII. Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

---

Company Name

Date

---

Print Name of Company Representative

Signature of Company Representative

---

#### Exclusion from Chapter 2271 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees
- ☐ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- ☐ will be between a governmental entity and a sole proprietor.

---

Company Name

Date

---

Print Name of Company Representative

Signature of Company Representative

---

#### Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

---

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

---

Date

IFB/RFP/RFQ Number

#### XIV. 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: \_\_\_\_\_

**XV. 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

## 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 2<sup>nd</sup> degree of consanguinity or affinity to either of the above<sup>(1)</sup> (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

<sup>(1)</sup>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*
<b>Person</b>	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
<b>Person</b>	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.

## XVII. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

### 1. **Debarment and Suspension (2 CFR 180.220)**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

### 2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

### 3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

### 4. **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**5. Wages**

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**7.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**8.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

**9. Lobbying**

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**10. Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under



that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**11. Minority and Women’s Businesses**

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

**12. Environmental Standards**

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
  - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**13. Historic Properties**

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

**14. All Other Federal Laws**

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES\_\_\_\_\_ NO\_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Respondent's Tax ID: \_\_\_\_\_ Telephone: \_\_\_\_\_

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



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Tammy Crumley

Sponsor:

Commissioner Shell

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### Agenda Item:

Approve contract change order 1 for Tasman Geosciences, Inc. dba Tasman, Inc. in the amount of \$8,716.00, pursuant to IFB 2024-B06 Sentinel Peak - Asbestos Abatement and Building Demolition, increasing the contract 4.5%.

**SHELL/T.CRUMLEY**

### Summary:

Tasman, Inc. has submitted change order 1 to include the following additional services requested by Hays County:

- 8 Additional concrete slabs
- 2 additional rockwalls/pads
- 10 pipe railing & footing removal

### Fiscal Impact:

Amount Requested: \$8,716

Line Item Number: 154-813-97-386.5741

### Budget Office:

Source of Funds: 2016 Voter Approved Park Bond Funds (issued in 2021)

Budget Amendment Required Y/N?: No

Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Invitation for Bid (IFB) Sentinel Peak - Asbestos Abatement and Building Demolition

### Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

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## Attachments

Change Order 1



# Change Order

1290 Wonderworld Drive Suite 1220  
San Marcos, Texas 78666  
Phone (210)724-9483

Job Name: Sentinel Peak

Job Number: 7327

Location: Fischer, Texas

## Description of Additional Work

**1.27 23 concrete pads:** There are a total of **8** additional concrete slabs that we have identified:

An additional five tent pads at 120 Sq ft per pad are located W of structure (1.3) dining hall 2.

A single 756 sq ft concrete pad that is located SW of structure (1.4) bathhouse.

An additional concrete tent pad covering 224 sq ft W of (1.6) VIP Cabin.

An additional 120 sq ft concrete tent pad on the far North end past (1.5) Staff cabin. This slab is covered by foliage.

**1.30 12 Rock Walls/Pads:** There are an additional **2** Rockwalls/Pads that we have identified. 154 sq ft

### Steel Pipe Railings :

10 Pipe Railings with Footings = \$1,300.00

### Additional Concrete Pad Removal:

5 Pads @ 120 sq ft = 600 sq ft X \$4.00 per sq ft = \$2,400.00

1 Pad @ 756 sq ft X \$4.00 per sq ft = \$3,024.00

1 Pad @ 224 sq ft X \$4.00 per sq ft = \$896.00

1 Pad @ 120 sq ft X \$4.00 per sqft= \$480.00

2 Pads @ 77 sq ft = 154 sq ft X \$4.00 per sq ft = \$616.00

### Change Order Amount

Sub Total: \$8,716.00

Tax: \$0.00

Total: \$8,716.00



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Stephanie Hunt

Sponsor:

Commissioner Shell

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### Agenda Item

Approve specifications for RFQ 2025-Q01 Professional Services Pool and authorize Purchasing and solicit for bids.  
**SHELL/HUNT**

### Summary

Hays County, Texas ("County") is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to develop a Professional Services Pool for engineering & design services; construction, engineering, inspection, and testing (CE&I); Surveying; and Utility Coordination on an as-needed basis.

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### Attachments

RFQ 2025-Q01 Solicitation



## SOLICITATION, OFFER AND AWARD

Hays County  
Purchasing Office  
712 S. Stagecoach Trail, Suite 1012  
San Marcos, Texas 78666

**Solicitation No.:**  
RFQ 2025-Q01 Professional Services Pool

**Date Issued: October 3, 2024**

### SOLICITATION

Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

**10:00 a.m. local time October 31, 2024.**

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

For information please email:  
[purchasing@hayscountytexas.gov](mailto:purchasing@hayscountytexas.gov)

Questions concerning this RFQ must be received in writing no later than 5:00 on October 17, 2024.

Phone No.: (512) 393-2267

### OFFER (Must be fully completed by Respondent)

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

**MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.**

#### Respondent

Entity Name:  
Mailing Address:

#### Respondent's Authorized Representative

Name:  
Title:  
Email Address:  
Phone No.:

Signature:

Date:

Name, Email Address and Phone No. of  
person authorized to conduct  
negotiations on behalf of Respondent:

### NOTICE OF AWARD (To be completed by County)

Funding Source:

Awarded as to item(s):

Contract Amount:

Vendor:

Term of Contract:

This contract issued pursuant to award  
made by Commissioners Court on:

Date:

Agenda Item:

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

\_\_\_\_\_  
Hays County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hays County Clerk

\_\_\_\_\_  
Date

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## I. RFQ Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that **MUST** be submitted for the bid/proposal/SOQ to be considered responsive, as well as the required forms requested by Hays County.

### **A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:**

**The following forms MUST be returned for the bid/proposal/SOQ to be considered responsive:**

- \_\_\_ 1. Solicitation, Offer and Award Form completed and signed
- \_\_\_ 2. Statement of Qualifications (SOQ) or Firm Identification Packet
- \_\_\_ 3. Vendor Reference Form
- \_\_\_ 4. Attachment A: Company Provided Services Checklist

### **Required Forms by Hays County:**

- \_\_\_ 1. Conflict of Interest Questionnaire
- \_\_\_ 2. Code of Ethics
- \_\_\_ 3. HUB Practices
- \_\_\_ 4. House Bill 89 Verification
- \_\_\_ 5. Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- \_\_\_ 6. Israel Boycott Certification (TGC 2271.002)
- \_\_\_ 7. Prohibition of Energy Company Boycott Certification (TGC 2274)
- \_\_\_ 8. Debarment & Licensing Certification
- \_\_\_ 9. Vendor/Bidder's Affirmation
- \_\_\_ 10. Federal Affirmations and Solicitation Acceptance
- \_\_\_ 11. Related Party Disclosure Form
- \_\_\_ 12. System for Award Management ([www.SAM.gov](http://www.SAM.gov)) Entity Registration Page
- \_\_\_ 13. Any addenda applicable to this solicitation

**Hays County will accept bids/proposals/SOQ, by the stated due date by one of the following methods:**

- \_\_\_ 1. Electronic Submission of SOQ through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666  
OR
- \_\_\_ 2. One (1) original SOQ and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:  
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666



## II. Summary

- 1. Type of Solicitation:** Request for Qualifications (RFQ)
- 2. Solicitation Number:** RFQ 2025-Q01  
Professional Services Pool
- 3. Issuing Office:** Hays County Purchasing Office  
712 S. Stagecoach Trail, Suite 1012  
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed SOQs marked with Solicitation Number and Vendor Name on the outermost envelope  
Manual: One (1) Original and one (1) digital copy on a thumb drive, or  
Electronic: SOQs can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
- 5. Deadline for Responses:** In issuing office no later than:  
**October 31, 2024, 10:00 a.m. Central Time (CT)**
- 6. Initial Contract Term:** January 2025 Award  
Contract with work authorizations as needed and with approval by Commissioners Court
- 7. Optional Contract Terms:** Annual opening and Company Profile review
- 8. Designated Contact:** Hays County Purchasing  
Email: [purchasing@hayscountytexas.gov](mailto:purchasing@hayscountytexas.gov)
- 9. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than October 17, 2024; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFQ, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

### 10. Addenda

Any interpretations, corrections or changes to this RFQ and

specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal submission.

**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 Vendor or its representatives. Failure of a Vendor or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

**Anticipated Schedule of Events**

October 3, 2024	Issuance of RFQ
October 17, 2024	Deadline for Submission of Questions (5:00 PM CT)
October 31, 2024	Deadline for Submission of Proposals (10:00 AM CT) <b>Late proposals will not be accepted.</b>
January 2025	Anticipated Pool award date

### III. Specifications

#### A. Introduction

Hays County, Texas ("County") is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to develop a Professional Services Pool for engineering & design services; construction, engineering, inspection, and testing (CE&I); Surveying; and Utility Coordination on an as-needed basis. As individual projects requiring any of the above services are developed, Hays County Department Directors or Elected Officials, or the Commissioners Court, will choose from this pool of pre-qualified firms. The chosen firm will then negotiate a professional services agreement with Hays County to perform the required duties per individual project, which must be accepted and approved via Commissioners Court. Service/Projects could include federally funded, state funded and locally funded projects.

**Be advised**, the creation of a final "pre-qualification" list shall not be deemed as creating any type of contractual expectancy for the award of any contracts on the part of the County. This list is being assembled for the purpose of ensuring that the County has the ability to quickly negotiate contracts with competent and qualified entities in an efficient manner when upcoming projects are deemed necessary to proceed.

With the award of this pre-qualification list, it will expire, and replace the following awarded pools:

- Professional Engineering Services
  - RFQ 2016-P02
  - RFQ 2016-P13
  - RFQ 2018-P08
  - RFQ 2021-Q01
- Construction, Engineering, and Inspection Services (CE&I)
  - RFQ 2020-Q03
  - RFQ 2022-Q02
- Land Surveying
  - RFQ 2016-P03
  - RFQ 2018-P09
  - RFQ 2022-Q04
- Utility Coordination
  - RFQ 2018-P06
  - RFQ 2018-P16

#### B. Scope of Work

This "Request for Qualifications" is to develop a professional services pool for engineering and design services; construction, engineering, inspection & testing (CE&I); surveying; and utility coordination. All interested firms shall have sufficient, readily available resources in the form of experienced personnel, support services, and specialized subconsultants to carry out the work without delay or shortcomings. On-Call services may be short duration and fast paced. Therefore, in addition to having sufficient resources to complete selected tasks, the submitting firms must have capacity to complete work within time limits established by the County.

Firms should specify which services they can provide; the objective is to clarify all service options and associated personnel.

**Professional Engineering Services required by the County may include, but not limited to:**

- Design
- Plan review
- Land surveys and reviews
- Subdivision plan review
- Hydraulic design and design review
- Flood plain determinations
- Surveying and mapping
- Civil
- Geological/Geotechnical
- Water/wastewater/storm water/drainage
- Street and roadway
- Transportation
- Site planning/permitting/development/plan review
- Environmental documentation
- CADD
- Utility Services and rates analysis
- Construction plans and specifications
- Estimating
- Construction Support
- Monitoring Project Performance
- Monitoring Budget and Schedules

**Construction, Engineering, and Inspection Services (CE&I) required by the County may include, but not limited to:**

- Provide all labor, equipment, tools, and incidentals to perform the Services.
- Provide all Personal Protective Equipment (PPE), as necessary in performance of Services. PPE will meet all current standards set by OSHA and any additional project specific requirements at the direction of the County.
- Provide vehicles clearly displaying company logos, mobile phones, and computer equipment system (i.e. laptop, computers and/or tablets) capable of performing the Services.
- Online entry of documents into the County's document control system. The County will provide access to the project document control system. The selected respondent will become familiar with the operation of this system, as needed, and respect the confidentiality of all information provided to and available on this system.
- Assist in the resolution of construction issues and conflicts and provide timely data to the County and the Contractor.
- Provide quality control and assurance oversight for the construction of the project through construction engineering and management in accordance with the plans, specifications, and approved Construction Quality Management Plan to be developed by the selected respondent in collaboration with the County.
- Maintain and retain project files for the duration of the Project.
- Perform and report construction inspections of all operations related to structures, roadway, drainage, traffic (i.e. signs, striping, signals, illumination), and maintenance of traffic to ensure that the Contractor's work, including sequencing of work, is conducted in accordance with the approved contract documents. All inspectors should have a current OSHA-10 Card (safety training). Current and valid certifications, as required, will need to be submitted to the County throughout the Contract duration.

- Review, monitor and recommend modifications to the Contractor's maintenance of traffic/traffic control operations according to applicable specifications and standards through the use of approved inspection reports.
- Provide a Qualification Program for materials utilized for the construction of the Project in accordance with the Quality Acceptance Program (QAP). Maintain documentation of all qualified individuals who perform required tests for acceptance of materials.
- Facilitate project meetings to assess progress, schedule, and the quality of services being provided as well as identify issues. The selected respondent will prepare agendas, meeting minutes, action items and follow-up action item status for each of the Project meetings and distribute to attendees and appropriate personnel.
- Any or all of the following TxDOT pre-certified work categories will be considered in evaluating respondent qualifications:
  - 11.1.1 Roadway Construction Management and Inspection
  - 11.2.1 Major Bridge Construction Management and Inspection
  - 12.1 Material Testing
    - 12.1.1 Asphaltic Concrete
    - 12.1.2 Portland Cement Concrete
  - 12.2.1 Plant Inspection and Testing
  - 14.1.1 Soil Exploration
  - 14.2.1 Geotechnical Testing
  - 14.3.1 Transportation Foundation Studies
  - 15.2.1 Design and Construction Survey

**Land Surveying services required by the County may include, but not limited to:**

(NOTE: All firms may not be capable of providing the below noted services. If your firm is capable and willing to provide any of the below service, a complete description of the nature of the services the firm is qualified to provide must be provided in your qualifications.)

- Locate boundary lines, giving length and bearing on each straight line; interior angles; radius, point of tangency, and length of curved lines. Set iron pin (Monument at property corners where none exists; drive pin 18" into ground, mark with wood stake; state on drawing whether corners were found or set and describe each.
- Provide legal description, including measurements in recorded deeds for comparison with observed.
- Area in square feet if less than one acre, in acres (to .001 acre), if over one acre.
- Identify, jurisdiction and width of adjoining street and highways, width and how paved. Identity of landmarks.
- Plotted location of structures on the property and on adjacent property within 30 feet. Dimension perimeters in feet and inches to nearest ½. State character and number of stories. Dimension to property lines and other buildings. Vacant parcels shall be noted "Vacant".
- Encroachments, including cornices, belt courses, etc., either way across property lines.
- Fences and walls; describe and identify party walls and locate with respect to property lines.
- Recorded or otherwise known easements and right-of-way; state owner of right.
- Possibilities of prescriptive right-of-way and nature of each.
- Anticipated street widening.
- Individual lot lines and lot and block numbers. Street numbers of buildings.
- Sidewalks, curbs, gutters & drives on the block and extend to include the same across boundary streets.
- Building line and setback requirements, if any.
- Names of owners of adjacent property.
- Reconciliation or explanation of any discrepancies between survey and recorded legal description.

- Title searches and title reports
- Right of way acquisitions

**Utility Coordination services required by the County may include, but not limited to:**

- Identification of Utilities
- Location of Utilities
- Evaluation of potential utility conflicts
- Coordinating the relocation of utilities
- Design of utilities to be relocated

#### **C. Qualifications**

The following minimum requirements must be demonstrated in order for the submission to be considered responsive to Hays County.

- Companies shall have at least five (5) years' experience in related services to other government entities of the same size.
- Possess the resources and personnel necessary to provide an efficient and successful solution.
- Be familiar with the local conditions and requirements under which these services must be provided.

**REFERENCES:** Hays County requires respondent to supply with the statement of qualifications, a list of at least three (3) references where like services have been supplied by their company for municipalities of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

**RESPONSIBILITY:** A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

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

**TIME OF PERFORMANCE:** It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

**SYSTEM FOR AWARD MANAGEMENT:** Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

#### **D. Evaluation Criteria**

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

Evaluation Criteria	Maximum Score Points	Select a whole number from the list provided for each question (decimal or unlisted rating score are not permitted)
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Qualifications of Proposed Staff	50	50 = Significantly Exceeds Requirements 40 = Exceeds Requirements 30 = Meets ALL Requirements 20 = Marginally Meets Requirements 0 = Does not meet Requirements
Capacity to Perform, Mythology/Approach to perform projects	30	30 = Significantly Exceeds Requirements 24 = Exceeds Requirements 18 = Meets ALL Requirements 12 = Marginally Meets Requirements 0 = Does not meet Requirements
Project history and Experience of the Company	20	20 = Significantly Exceeds Requirements 16 = Exceeds Requirements 12 = Meets ALL Requirements 8 = Marginally Meets Requirements 0 = Does not meet Requirements
<b>Total Evaluation Points</b>	<b>100</b>	

#### **Interview (optional)**

#### **Ranking**

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award.

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

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

Hays County reserves the right to award to multiple contractors and to designate contractors in terms of primary service providers and standby service providers.

#### **E. Statement of Qualifications (SOQs) Requirements**

SOQs shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and the understanding of the County's Needs.

SOQs shall not exceed forty (40) pages (20 sheets front and back) in length, but not including:

- **Front and Rear Covers**
- **Letter of Transmittal:** RFQ Subject Line, name of Vendor, address, telephone number, name of contact person, and signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- **Appendix materials (any required forms, see RFQ Submittal Checklist, and addenda from Hays County)**

Items that count towards the 40-page limit

- **Profile/Experience of the Company**
  - Company information shall include: Company legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.
  - Experience of the Company and prior work performance on three (3) projects of similar size and scope that have been completed in the last five (5) years.
  - Identify whether or not your firm has had any contracts terminated due to non-performance within the last five (5) years.
  - List of any criminal charges, civil lawsuits, or dispute resolutions to which the Company is a part in the past five (5) years and the nature of the issue. Indicating if and how it was resolved.
- **Qualifications of Staff**
  - Provide resumes of all employees who may be assigned to provide services if your company is selected.
  - Provide an organizational chart containing the names, telephone numbers and email address of the prime providers and any sub-providers that would be proposed for the team and their contract responsibilities by work category.
  - Knowledge of current TxDOT and Federal policy relating to engineering services.
- **Capacity to Perform**
  - Describe the capacity to perform the Scope of Work activities.
  - Provide a description of your proposed approach/strategy to provide and perform the objectives, specific elements, and tasks associated with services.
  - Provide information on how the firm will regularly communicate and keep the County updated.
  - Clearly define the County's participation and responsibilities
  - Provide supplemental information or materials that would be beneficial to the decision process.

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The organizational chart is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted and should not exceed forty (40) pages, twenty (20) pages front and back, not including the appendix materials.

#### **F. Submittal Requirements**

The Company must deliver their statement of qualifications (SOQs) to the Hays County Purchasing Office by one of the following methods by the specified deadline:

Mailed or Dropped off SOQs:

- One (1) original SOQ with required forms manually signed by the respondent with original signatures
- One (1) digital copy of the full SOQ with all required forms on a thumb drive

Electronic SOQs:

- Upload SOQ with required forms manually signed by the respondent. (through BidNet Direct)
- One (1) original SOQ with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic SOQ (through BidNet Direct)



MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of SOQ due date.

**LATE SUBMITTALS WILL NOT BE ACCEPTED.**

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

WITHDRAWING OF SOQ: A SOQ may be withdrawn at any time prior to the official opening. After the official opening, SOQs may not be amended, altered or withdrawn without the recommendation of the County Purchasing Agent and the approval of Commissioners Court.

FORMS: All SOQs must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the SOQ.

RESPONDENT'S ACCEPTANCE: by submitting a response to this RFQ, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

**G. Limitations**

The awarded company expressly warrants that all services specified in the RFQ will be performed with care and diligence and in accordance with all specifications of the RFQ. The awarded company agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

ACCEPT OR REJECT: It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFQ submittals. All received RFQ submittals will become the property of the County. The RFQ 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. SOQs 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 SOQs 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 SOQs.

**Underwriter or Individual's Obligation Regarding Evaluation**

- a. SUBMISSION OF INFORMATION. Submitters are cautioned that it is each underwriter and/or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the SOQs. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific SOQs.
- b. SUBMITTER REVIEW OF RFQ. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFQ and their responses.

Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

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

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

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

AWARD IS ADMITTANCE INTO THE POOL. The selection of an underwriter or individual and award by the Hays County Commissioners Court based upon the firm's qualifications is acceptance on the part of the County, thereby resulting in the ability to execute binding contracts between the County and the selected underwriter through a Professional Services Agreement.

#### **H. Pre-Qualified Acceptance into Pool**

1. SOQ IS AN INDICATION OF ABILITY TO PERFORM REQUESTED SERVICES. The SOQ submitted by an underwriter or individual is an indication of the ability of the underwriter or individual to perform the requested services.
2. AGREEMENT; EXCEPTIONS.
  - a. Submission of an SOQ is a representation by a submitter that the submitting underwriter or individual agrees to the terms, conditions, and other provisions contained in the RFQ, unless the submitter clearly and specifically presents in its SOQ any exceptions to the terms, conditions, and other provisions contained in the RFQ.
  - b. Exceptions presented in an SOQ are not to be considered incorporated into the contract between the County and the selected underwriter or individual unless and until the County agrees to accept such exceptions.

- c. The selected underwriter must acknowledge and agree that any negotiated contract resulting from this RFQ includes the terms, conditions, and other provisions contained in the RFQ, the SOQ selected (including any exceptions accepted by the County) which is acceptable to the County and is not in conflict or contravention of the RFQ, and any other documents mutually agreed upon by the County and the selected underwriter or individual.
3. CONFIDENTIALITY OF DOCUMENTS.
  - a. ALL STATEMENTS OF QUALIFICATION SUBMITTED WILL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.
  - b. On each page where confidential information appears, the Underwriter or Individual must label the confidential information. Failure to so label the confidential information shall be considered as a waiver of any confidentiality rights or interests by said Underwriter or Individual.
  - c. Marking your entire SOQ CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.
4. NON-NEGOTIABLE TERMS. The following terms or conditions are not negotiable:
  - a. Unfunded Liability. The County will not incur a debt or obligation to pay selected underwriter or individual any amounts the County does not have the current funds available to pay, unless the contract includes a provision for the County to appropriate funding for the debt or obligation.
  - b. Indemnification. The County does not assume any liability to third persons, nor will the County reimburse the underwriter for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of a contract or any subcontract hereunder, and the underwriter further agrees to provide the defense for, and indemnify and hold harmless County from any and all claims, suits, causes of action, and liability, arising in connection with a contract.
  - c. Advance Payments. The County will not make advance payments to a selected underwriter or individual or any third party pursuant to this RFQ or resulting contract.
  - d. Gift of Public Property. The County will not agree to any terms or conditions that cause the County to lend its credit or grant public money or anything of value to the selected underwriter or individual.
  - e. Procurement Laws. The County will not agree to any terms or conditions that cause the County to violate any federal, Texas, or local procurement laws.
  - f. Limitation of Liability. The County will not agree to allow the selected underwriter or individual to limit its liability for breach or default of contract to the contract amount or to the amount the County has paid up to the time of the breach or default.
  - g. Attorney's fees; Legal Costs. The County will not agree to pay the selected underwriter or individual's attorney's fees or other legal costs under any circumstances.
  - h. Venue; Applicable Law. This RFQ and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the RFQ are fully performable in Hays County, Texas and venue for any dispute regarding contract shall be in Hays County, Texas.

**I. Warranty of Performance**

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

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

within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

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

## IV. General Terms and Conditions for Solicitations

### Applicable To: Request for Qualifications (RFQ)

#### 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 RFQ.
- 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](http://www.epls.gov)), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

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

**29. CONSTRUCTION OF CONTRACT:**

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.

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

### 30. ADDITIONAL GENERAL PROVISIONS:

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

### 31. INTERPRETATION OF CONTRACT:

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

- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

**32. MODIFICATIONS:**

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

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

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

Business Automobile Liability:	
Bodily Injury (Each person)	\$250,000.00

Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00
<b>Commercial General Liability (Including Contractual Liability):</b>	
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$ 100,000.00
Medical Expenses	\$ 10,000.00
Personal & Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$2,000,000.00
<b>Excess Liability:</b>	
Umbrella Form	Not Required
<b>Labor Liability:</b>	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	\$1,000,000.00
Employers Liability – Each Employee	\$1,000,000.00
Employers Liability – Policy Limit	\$1,000,000.00

## V. Vendor Reference Form

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

REFERENCE ONE
---------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

Email: \_\_\_\_\_

REFERENCE TWO
---------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

Email: \_\_\_\_\_

REFERENCE THREE
-----------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

Email: \_\_\_\_\_

## VI. Certificate of Interested Parties

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

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at [https://ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

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

## VII. Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>	<b>OFFICE USE ONLY</b>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>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.</b></p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<p><b>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.</b></p>		
<p><b>6</b> <input type="checkbox"/> <b>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).</b></p>		
<p><b>7</b></p> <p style="margin-top: 20px;">             _____              Signature of vendor doing business with the governmental entity           </p> <p style="margin-left: 300px;">             _____              Date           </p>		



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

## VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

## IX. Hays County Practices Related to Historically Underutilized Businesses

### 1. STATEMENT OF PRACTICES

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

### 2. DEFINITIONS

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

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

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

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

### 3. GUIDELINES

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

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

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

Please sign for acknowledgement of the Hays County HUB Practices:

---

Signature

---

Date

X. Hays County House Bill 89 Verification

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

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

*Pursuant to Section 2270.001, Texas Government Code:*

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

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

NOTARY SEAL

\_\_\_\_\_  
Notary Public in and for the State of Texas

(if other than Texas, Write state in here \_\_\_\_\_)

\_\_\_\_\_  
Date

## XI. Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

---

Company Name

Date

---

Print Name of Company Representative

Signature of Company Representative

---

### Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

---

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

---

Date

---

IFB/RFP/RFQ Number

## XII. Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the 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 organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

---

Company Name

Date

---

Print Name of Company Representative

Signature of Company Representative

---

### Exclusion from Chapter 2271 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees
- ☐ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- ☐ will be between a governmental entity and a sole proprietor.

---

Company Name

Date

---

Print Name of Company Representative

Signature of Company Representative

---

### Certification Check Performed by Hays County Purchasing

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808 and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

---

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

---

Date

IFB/RFP/RFQ Number

### XIII. Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

---

Company Name

Date

---

Print Name of Company Representative

Signature of Company Representative

---

#### Exclusion from Chapter 2271 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees
- ☐ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- ☐ will be between a governmental entity and a sole proprietor.

---

Company Name

Date

---

Print Name of Company Representative

Signature of Company Representative

---

#### Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

---

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

---

Date

IFB/RFP/RFQ Number



#### XIV. Debarment and Licensing Certification

STATE OF TEXAS       §  
                                  §  
COUNTY OF HAYS     §

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

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

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Notary Public in and for the State of Texas  
(if other than Texas, Write state in here \_\_\_\_\_)

My commission expires: \_\_\_\_\_

## XV. Vendor/Bidder's Affirmation

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

\_\_\_\_\_ Does not own taxable property in Hays County, or;

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

\_\_\_\_\_  
Name of Contracting Company

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

\_\_\_\_\_

\_\_\_\_\_  
Signature of Company Official Authorizing Bid/Offer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone

## XVI. Federal Affirmations and Solicitation Acceptance

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

### 1. **Debarment and Suspension (2 CFR 180.220)**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

### 2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

### 3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

### 4. **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**5. Wages**

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**7.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**8.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

**9. Lobbying**

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**10. Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under

that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**11. Minority and Women’s Businesses**

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

**12. Environmental Standards**

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
  - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**13. Historic Properties**

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

**14. All Other Federal Laws**

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES \_\_\_\_\_ NO \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Respondent's Tax ID: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

## XVII. 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 2<sup>nd</sup> degree of consanguinity or affinity to either of the above<sup>(1)</sup> (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
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### Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title
---	-------

Name of Person Related	Title	Relationship
------------------------	-------	--------------

### Section D: No Known Relationships

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

Attach additional pages if necessary.

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

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Date

<sup>(1)</sup>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*
<b>Person</b>	child or parent	grandchild, sister, brother or grand- parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great- grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great- great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
<b>Person</b>	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 share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.





## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Gary Cutler

Sponsor:

Commissioner Ingalsbe

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### Agenda Item:

Authorize the Sheriff's Office to renew the Agency Agreement with Leads Online, LLC, in the amount of \$11,245.00 annually, and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(A).

**INGALSBE/CUTLER**

### Summary:

The Hays County Commissioners Court executed an Agency Agreement on January 15, 2007, with Leads Online, LLC for the use of their confidential database that is accessible exclusively by Law Enforcement Agencies. The Sheriff's Office would like to renew this agreement for one year from October 1, 2024-September 30, 2025.

A discretionary exemption is required pursuant to Texas Local Government Code 262.024 (a)(7)(A) existence of copyrights.

### Fiscal Impact:

Amount Requested: \$11,245.00

Line Item Number: 001-618-00.5429

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: A discretionary exemption is required pursuant to Texas Local Government Code 262.024 (a)(7)(A) existence of copyrights.

### Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

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## Attachments

Discretionary Exemption Certification

Leads Online - Renewal Invoice



**HAYS COUNTY PURCHASING OFFICE**

**Stephanie Hunt, Purchasing Agent**

712 S. Stagecoach Trail, Ste. 1012 • San Marcos, Texas 78666

512-393-2267 • [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us)

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Hays County Commissioners Court  
Environmental Systems Research Institute, Inc. (ESRI)  
September 27, 2024

Attn: County Clerk

As per requirements to authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(A), the Hays County Sheriff's Office and Purchasing Office recognizes Leads Online, LLC as a sole source provider to provide a copyrighted confidential database utilized by Law Enforcement Agencies.

*Stephanie Hunt*

Stephanie Hunt  
Purchasing Agent



Real Time Crime • CellHawk • Toolbox

# RENEWAL INVOICE

6900 Dallas Parkway, Suite 825  
Plano, Texas 75024-4200

Hays County Sheriff's Office  
1307 Uhland Road  
San Marcos, TX 78666

Invoice #: 413410  
Invoice Date: 07/15/2024  
Agency ID: 449  
Renews: 10/01/2024

Service Dates:	PO Number:
10/01/2024 - 09/30/2025	
Description	Total
LeadsOnline TotalTrack Investigation System Service Package	\$11,245.00
<p>Payment is due within 30 days of renewal. Please remit payment to: LeadsOnline LLC, 6900 Dallas Parkway, Suite 825, Plano, TX 75024 – 4200</p> <p>We accept Checks, Credit Cards, and EFT/ACH Payments</p> <p>Purchase Orders* should be emailed to <a href="mailto:accounting@leadsonline.com">accounting@leadsonline.com</a></p>	
<b>Total: \$11,245.00</b>	

Submit a Payment Online - No Login Required:  
[www.leadsonline.com/payments](http://www.leadsonline.com/payments)

Update Your Billing Contact Information:  
[www.leadsonline.com/update](http://www.leadsonline.com/update)

Download our W-9:  
[www.leadsonline.com/w9](http://www.leadsonline.com/w9)

For questions about your LeadsOnline Service,  
Subscription Package or Agency/User Accounts please  
call 972-361-0900 or email [support@leadsonline.com](mailto:support@leadsonline.com)

For questions about your Invoice, Vendor Forms or  
General Billing Inquiries please email  
[accounting@leadsonline.com](mailto:accounting@leadsonline.com)

*\*LeadsOnline may include a purchase order number on Your invoice solely for Your internal payment and record keeping processes. Any terms within any purchase order provided to LeadsOnline in response to a quote, order form, invoice or otherwise will not modify or enlarge the obligations or liabilities of either party.*

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**<https://www.leadsonline.com/update>**

***or***

**[CLICK HERE](#)**

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## **Billing and Information Security Contact Information Form**

Thanks so much for using LeadsOnline. We want to make sure we have up to date contact information for your agency. When you click the above link, you will be prompted to enter the following contacts for your agency:

### **Billing Contact**

The person(s) who the renewal invoice should be emailed to upon renewal.

### **Information Security Contact**

We are required to have a point of contact for questions related to information security. This may also be referred to as "CJIS Compliance Officer" or "Local Agency Security Officer" or "LASO".

---

***THANK YOU!***

LeadsOnline Sales & Support  
(800) 311-2656 or (972) 361-0900  
[support@leadsonline.com](mailto:support@leadsonline.com)



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Ingalsbe

---

### Agenda Item:

Discussion and possible action to authorize the execution of Contract Amendment No. 8 in the amount of \$64,396.84 to the Professional Services Agreement between Hays County and Johnson, Mirmiran, & Thomas, Inc. (JMT) for professional design services on the FM 110 Middle project in Precinct 1, as part of the TxDOT/Hays County Partnership Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

**INGALSBE/BORCHERDING**

### Summary:

The contract amendment increases the contract compensation cap by \$64,396.84 from \$1,950,000.00 to \$2,014,396.84. This will allow for the execution of Supplemental No. 7 to Work Authorization No. 2 which authorizes JMT to amend the Federal Emergency Management Agency (FEMA) Post-Construction Permitting to align with the recommended approach from FEMA for FM 110. The contract amendment also updates the Exhibit D - Rate Schedules for JMT and their sub-consultant K Friese + Associates, LLC.

### Fiscal Impact:

Amount Requested: \$64,396.84

Line Item Number: TxDOT/Hays County Partnership Program

### Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: Yes

Comments: Previously a TxDot Partnership Project, bond funds are depleted and will need to be covered by the Transportation Department.

\$64,397 - Increase Engineering\_Operating 020-710-00.514.5621\_400

(\$64,397) - Decrease Contract Road Work 020-710-00.5448\_010

### Purchasing Office:

Purchasing Guidelines Followed Y/N?:

Comments: discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) due to 25% change order limit exceeded October 11, 2022.

### Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

---

### Attachments

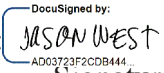
FM110Middle-JMT-PSAAmendment08

FM110 Middle-JMT-WA02Supp07



IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

**ENGINEER:**  
Johnson, Mirmiran, & Thompson, Inc.

By:  \_\_\_\_\_  
Signature

JASON WEST  
\_\_\_\_\_  
Printed Name

Office Leader  
\_\_\_\_\_  
Title

9/5/2024 | 4:53:42 PM EDT  
\_\_\_\_\_  
Date

**COUNTY:**  
Hays County, Texas

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Carlos A. Lopez, P.E.*

9/23/2024

**Hays County**  
**FM 110 Middle PSA**  
**Supplemental #8**  
**EXHIBIT D**

**CPI Rate Adjustment**

Johnson, Mirmiran, & Thompson FM 110 Middle PSA		
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)	PROPOSED RATE* (per hour) <i>rounded</i>
Project Manager	\$ 195.00	\$ 300.00
Senior Prof. 1	\$ 155.00	\$ 205.00
Design Engineer (5-10 yrs)	\$ 160.00	\$ 95.00
<b>DIRECT EXPENSES</b>		
Outsourced Printing	Cost	
Mileage (per mile)	Current Federal Rate	
Parking Fees	Actual Cost	
Highway Toll Charges	Actual Cost	
Postage	Current Postal Rate	
Overnight Mail- letter size	Current Postal Rate	
Overnight Mail – oversized box	Current Postal Rate	
Courier Services	Actual Cost	



**Hays County**  
**FM 110 Middle PSA**  
**Supplemental #8**  
**EXHIBIT D**

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100
October 2022 (PSA Amend07)	288.836
May 2024	305.296
DELTA	5.69%

K Friese + Associates, LLC FM 110 Middle PSA		
	RATE SCHEDULE IN PSA Amend #7 EXHIBIT D	PROPOSED RATE (per hour)
Senior Project Manager	\$ 290.00	\$ 306.50
Senior Engineer (15+ yrs)	\$ 230.00	\$ 243.09
Design Engineer (5-10 yrs)	\$ 160.00	\$ 169.10
Engineer-in-Training (EIT)	\$ 140.00	\$ 147.97
Senior GIS Operator	\$ 135.00	\$ 142.68
Admin/Clerical	\$ 135.00	\$ 142.68
<b>DIRECT EXPENSES</b>		
Outsourced Printing	Cost	
Mileage (per mile)	Current Federal Rate	
Parking Fees	Actual Cost	
Highway Toll Charges	Actual Cost	
Postage	Current Postal Rate	
Overnight Mail- letter size	Current Postal Rate	
Overnight Mail – oversized box	Current Postal Rate	
Courier Services	Actual Cost	

**ATTACHMENT A  
SUPPLEMENTAL NO. 7 TO  
WORK AUTHORIZATION NO. 2**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Johnson, Mirmiran, & Thompson, Inc. (*the "Engineer"*).

**Part 1.** The *Engineer* will provide the following engineering services:

See attached Exhibit B2.7 for scope of engineering services.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is hereby increased by \$64,396.84 for a new maximum of \$377,904.84.

**Part 3.** Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2025, unless extended by a Supplemental Work Authorization.

**Part 5.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

ATTACHMENT A (con't.)

Part 6. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:  
Johnson, Mirmiran, & Thompson, Inc.


COUNTY:  
Hays County, Texas

By:  \_\_\_\_\_  
Signature  
JASON WEST  
\_\_\_\_\_  
Printed Name  
office Leader  
\_\_\_\_\_  
Title  
9/5/2024 | 4:53:42 PM EDT  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

LIST OF EXHIBITS

- Exhibit B2.7 - Services to be Provided by Engineer
- Exhibit D2.7 - Fee Schedule

9/23/2024

---

## FM 110M CONSTRUCTION PHASE

### SERVICES EXHIBIT B2.7

#### SERVICES TO BE PROVIDED BY ENGINEER

The supplemental scope amends Federal Emergency Management Agency (FEMA) Permitting in the construction phase services to be revised for recommended approach from FEMA for permitting the interim FM 110.

The scope and associated fee for the initial work authorization was altered during the progression of the Project, and fee has been revised to cover work items not included in the original scope. These additional work items are summarized below.

- Revise the hydraulic model and mapping based on the most current Physical Map Revision (PMR) digital elevation model (DEM) provided by FEMA on October 13, 2023. A PMR model was provided by FEMA during earlier stages of the project and was updated by FEMA consultants and replaced after the Project improvements had been incorporated into the original PMR model. After multiple requests, FEMA found and provided the terrain model that was used for the PMR model and maps. This was the last data necessary to fully resolve FEMA's comments regarding both the San Marcos River LOMR and the Bypass Creek CLOMR application model and maps.
- Additional QA/QC of the revised model.
- Project duration extended by 12 months due to PMR processing through FEMA. The project schedule assumes the PMR becomes effective by Spring 2025 as per the latest correspondence from FEMA.

The scope of services to be provided by the Engineer for this supplemental work authorization include the following:

#### **Task 1 Project Management & Coordination**

##### **A. Project Coordination (Assumed: 12 Additional Months):**

- Continued coordination with Hays County Floodplain Administrator through the Hays County GEC for an additional 12 months. This assumes the PMR will be issued by FEMA by Spring 2025.
- In contradiction to previous workshop direction, FEMA directed coordination with the City of Martindale for both the San Marcos River LOMR and the Bypass Creek CLOMR. This is also assumed to impact the Bypass Creek LOMR resulting in additional coordination for each application.

**B. Project Administration & Controls (Assumed: 12 Additional Months):**

- Prepare correspondence, invoices, and progress reports for an extended project duration on a monthly basis in accordance with current County requirements.
- Submit monthly invoice progress status reports to the GEC for an extended project duration. Invoice 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 the GEC. A copy of the monthly progress report will be uploaded to ProjectWise.

**C. Internal Quality Control (QA/QC reviews):**

- For each deliverable, provide evidence of internal review and mark-up of that deliverable as preparation for submittal.
- 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.

**Task 2 Hydrology and Hydraulics Model and Map Updates**

These efforts impact both the San Marcos River LOMR and the Bypass Creek CLOMR application which are in process.

- A. Update hydraulic models started under Work Authorization No. 2 using PMR model DEM provided by FEMA on October 13, 2023.
- B. Update floodplain mapping started under Work Authorization No. 2 using PMR model DEM provided by FEMA on October 13, 2023.
- C. Update LOMR & CLOMR application documents started under Work Authorization No. 2 per changes described in 2A and 2B. Resubmit revised application for approval.

**Task 3 FEMA Permitting**

These efforts impact both the San Marcos River LOMR and the Bypass Creek CLOMR application which are in process.

- A. Coordination with FEMA to resolve violations.

**Task 4 TxDOT North Segment Scour Forms**

These efforts are to complete TxDOT scour forms and documentation for the Bypass Creek bridges at SH123.

- A. Completed TxDOT Scour Summary Sheet for Span Bridges:

FM 110M Construction Phase Services

Work **Authorization #2**  
Supplemental Work Authorization #7

- Form 2605 - FM110 SB Ramp \_ Bypass Creek – NBI#: 14-106-0-3545-03-213
- Form 2605 - SH 21 SB Ramp \_ Bypass Creek – NBI#: 14-106-0-3545-03-214

**Total Fee**  
**Work Authorization #2**  
**Supplemental Work Authorization #7**  
**FM 110M Construction Phase Services**

Summary WA#8		
Johnson, Mirmiran & Thompson, Inc. (JMT)	\$	10,040.00
K Friese & Associates, LLC (KFA)	\$	54,356.84
Direct Expenses	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>64,396.84</b>

Summary of Manhours by Classification  
Johnson, Mirmiran & Thompson, Inc. (JMT)  
Work Authorization #2  
Supplemental Work Authorization #7  
FM 110M Construction Phase Services

Description of Work or Task	Project Manager \$300.00/Hr	Senior Prof. 1 \$205.00/Hr				Design Engineer \$95.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
<b>Task 1 Project Management</b>								
A Project Coordination (12 months)	4	6					10	\$2,430.00
B Project Administration & Controls	2	12				18	32	\$4,770.00
C Internal Quality Control (QA/QC reviews)	4	8					12	\$2,840.00
<b>Project Management Subtotal:</b>	<b>10</b>	<b>26</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>54</b>	<b>\$10,040.00</b>
<b>Task 2 Model and Map updates</b>								
A Hydraulic model updates [San Marcos River LOMR and Bypass Creek CLOMR] - PMR Terrain							0	\$0.00
B Floodplain mapping updates [San Marcos River LOMR and Bypass Creek CLOMR] - PMR Terrain							0	\$0.00
C San Marcos River LOMR and Bypass Creek CLOMR FEMA comment response and resubmittal							0	\$0.00
<b>Model and Map updates Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>Task 3 FEMA Permitting</b>								
A Coordination with FEMA to resolve violations.							0	\$0.00
<b>FEMA Permitting Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>Task 4 TxDOT North Segment Scour Forms</b>								
A Coordination with FEMA to resolve violations.							0	\$0.00
<b>FEMA Permitting Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>Task 5 Expenses (assume all digital deliverables and County reimburses all permitting fees)</b>								
<b>JMT SUMMARY</b>	<b>10</b>	<b>26</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>54</b>	<b>\$10,040.00</b>



**Summary of Manhours by Classification**  
**K Friese & Associates, LLC (KFA)**  
**Work Authorization #2**  
**Supplemental Work Authorization #7**  
**FM 110M Construction Phase Services**

Description of Work or Task	Senior Project Manager \$306.50/Hr	Senior Engineer (15+ yrs) \$243.09/Hr	Design Engineer (5-10 yrs) \$169.10/Hr	Engineer -in- Training (EIT) \$147.97/Hr	Senior GIS Operator \$142.68/Hr	Admin / Clerical \$142.68/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
<b>Task 1 Project Management</b>								
A Project Coordination (12 months)	8	12					20	\$5,369.08
B Project Administration & Controls	2	12				18	32	\$6,098.32
C Internal Quality Control (QA/QC reviews)	8	16					24	\$6,341.44
<b>Project Management Subtotal:</b>	<b>18</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>76</b>	<b>\$17,808.84</b>
<b>Task 2 Model and Map updates</b>								
A Hydraulic model updates [San Marcos River LOMR and Bypass Creek CLOMR] - PMR Terrain	2	32					34	\$8,391.88
B Floodplain mapping updates [San Marcos River LOMR and Bypass Creek CLOMR] - PMR Terrain	2	32					34	\$8,391.88
C San Marcos River LOMR and Bypass Creek CLOMR FEMA comment response and resubmittal	4	24					28	\$7,060.16
<b>Model and Map updates Subtotal:</b>	<b>8</b>	<b>88</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>96</b>	<b>\$23,843.92</b>
<b>Task 3 FEMA Permitting</b>								
A Coordination with FEMA to resolve violations.	6	24		6	6		42	\$9,417.06
<b>FEMA Permitting Subtotal:</b>	<b>6</b>	<b>24</b>	<b>0</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>42</b>	<b>\$9,417.06</b>
<b>Task 4 TxDOT North Segment Scour Forms</b>								
A Coordination with FEMA to resolve violations.	3			16			19	\$3,287.02
<b>FEMA Permitting Subtotal:</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>19</b>	<b>\$3,287.02</b>
<b>Task 5 Expenses (assume all digital deliverables and County reimburses all permitting fees)</b>								
<b>KFA SUMMARY</b>	<b>35</b>	<b>152</b>	<b>0</b>	<b>22</b>	<b>6</b>	<b>18</b>	<b>233</b>	<b>\$54,356.84</b>
								<b>\$0.00</b>

Summary of Direct Expenses  
K Friese & Associates, LLC (KFA)  
Work Authorization #2  
Supplemental Work Authorization #7  
FM 110M Construction Phase Services

Item Description	Unit	Quantity	Unit Cost	Total Cost
<b>Direct Expenses</b>				
I. Courier Services	each	0	\$25.00	\$0.00
II. 11 x 17 Printing	each	0	\$0.30	\$0.00
III. Outside printing - Reports/Exhibits	each	0	\$100.00	\$0.00
IV. Mileage (6 Roundtrips @ 125 miles per trip)	each	0	\$0.565	\$0.00
V. Online application fee (2X LOMR + 1 X CLOMR)	each	0	\$8,000.000	\$0.00
<b>Total Direct Expenses</b>				<b>\$0.00</b>



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

---

### Agenda Item

Hold a public hearing with possible action to establish a 4-way stop location on Goforth Road at the intersection with Mathias Lane. **INGALSBE/BORCHERDING**

### Summary

In response to a request by local property-owners, there is a need to establish a 4-way stop location at this intersection for ease of traffic flow and safety on Goforth Road. (See attached map)

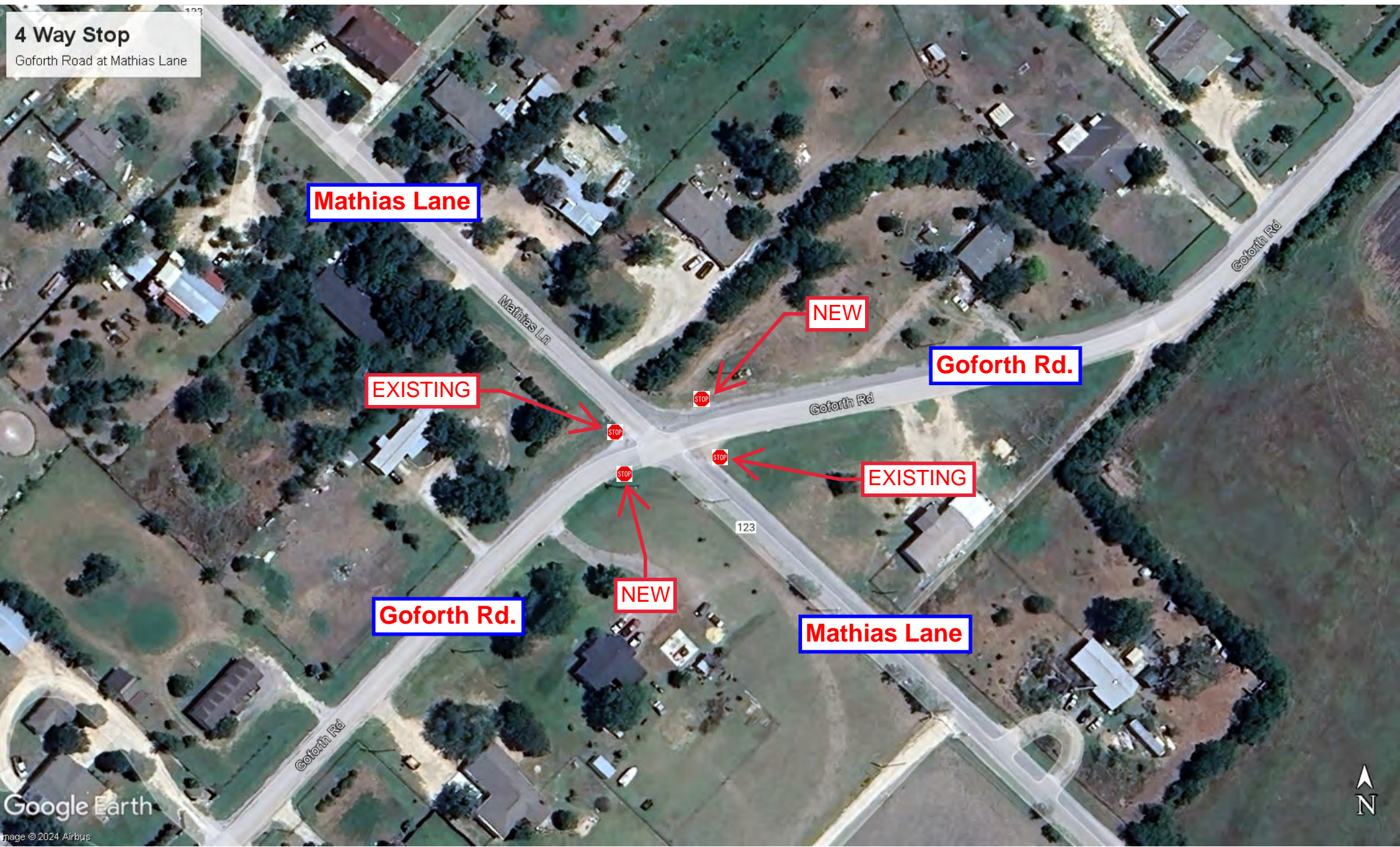
---

### Attachments

Goforth Road 4 Way Stop



**4 Way Stop**  
Goforth Road at Mathias Lane





## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

---

### Agenda Item

Hold a public hearing with possible action to establish a 3-way stop location on Center Point Road at the intersection with Beback Inn Road. **INGALSBIE/BORCHERDING**

### Summary

In response to a request by local property-owners, there is a need to establish a 3-way stop location at this intersection for ease of traffic flow and safety on Center Point Road. (See attached map)

---

### Attachments

Backup



**3 Way Stop**  
Center Point Road at Beback Inn Road

**Center Point Rd.**

**NEW**

**EXISTING**

**Beback Inn Rd.**

**NEW**

**Center Point Rd.**





## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

---

### Agenda Item

Discussion and possible action to call for a public hearing on October 15, 2024, to establish "No Parking" zones along Dairy Road. **INGALSBE/BORCHERDING**

### Summary

In response to a request by the City of Uhland, there is a need to establish "No Parking" zones on either side of Dairy Road. (Please see attachment)

---

### Attachments

Dairy Road No Parking





No Parking

Dairy Road

No Parking

Dairy Rd.

Dairy Rd.

Google Earth

Image © 2024 Airbus





## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

---

### Agenda Item

Discussion and possible action to call for a public hearing on October 15, 2024 to reduce the current speed limit of 30 MPH to 25 MPH within Crosswinds subdivision. **INGALSBE/BORCHERDING**

### Summary

In response to local residents concerned about the speed throughout Crosswinds subdivision, there is a need to reduce the speed limit from 30 MPH to 25 MPH on all roads with the exception of Crosswinds Parkway.

---



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Cohen

---

### Agenda Item

Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, release of the performance bond #K41681767 in the amount of \$2,934,946.93, and acceptance of the maintenance bond #2343810 in the amount of \$135,044.31, for Prairie Lakes Phase 2, Section 1. **COHEN/BORCHERDING**

### Summary

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

---

### Attachments

Prairie Lakes 2-1 Accept Construction

**HAYS COUNTY  
TRANSPORTATION DEPARTMENT**



P.O. BOX 906  
San Marcos, TX 78667

512/393-7385  
FAX: 512/393-7393

October 17, 2024

Honorable Ruben Becerra  
111 E. San Antonio Street  
San Marcos, Texas 78666

RE: Prairie Lakes Phase 2, Section 1

Dear Commissioners and Judge:

Scott Swiderski, P.E. with Gray Engineering, Inc., is requesting that Hays County accept construction of the roads and surface drainage improvements for Prairie Lakes subdivision, Phase 2, Section 1, release the performance bond #K41681767 in the amount of \$2,934,946.93 and accept the 2-year maintenance bond #2343810 in the amount of \$135,044.31. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

A handwritten signature in black ink that reads "Jerry Borcharding". The signature is written in a cursive style.

Jerry Borcharding, P.E.  
Director  
Hays County Transportation



O 512.452.0371 : F 512.454.9933

8834 North Capital of Texas Highway, Suite 140  
Austin, Texas 78759 : [www.grayengineeringinc.com](http://www.grayengineeringinc.com)

TBPE 2946

June 12, 2024

Jerry Borcharding, P.E  
Hays County Transportation Dept.  
2171 Yarrington Road, #100  
Kyle, Texas 78640

**Re: Prairie Lakes Phase 2, Section 1  
Engineering Concurrence Letter  
GEI No. 1283-11773**

Dear Mr. Borcharding,

Please find this letter as our formal engineering concurrence for the above-referenced project. On June 7, 2024, I, the unsigned Professional Engineer in the state of Texas, or my representative, made a final visual inspection of Prairie Lakes Phase 2, Section 1 construction project certifying it was at least 95% complete. This inspection represented the culmination of multiple site visits conducted by Gray Engineering, Inc., single as well as joint site visit(s) conducted with Hays County staff accompanied by Contractor personnel. The conclusion drawn from this final inspection and those site visits conducted during construction is that the construction project has been constructed in general compliance with approved plans, specifications, and requirements of associated regulatory permits. I, therefore, recommend acceptance of this project by Hays County.

Revegetation of areas disturbed in this construction project remain in progress with appropriate erosion controls in place to minimize erosive potential during grow-in per period.

Sincerely,

GRAY ENGINEERING, INC.

Scott Swiderski, P.E.  
Senior Project Manager

cc: Richard Rychlik, Jr., P.E.; Gray Engineering, Inc.  
Colby Harris, P.E.; Gray Engineering, Inc.



6-12-24



**MAINTENANCE  
BOND**

Swiss Re Corporate Solutions America Insurance Corporation  
1450 American Lane, Suite 1100, Schaumburg, IL 60173

Bond No.: 2343810

KNOWN ALL BY THESE PRESENTS: That we Liberty Civil Construction, LLC,  
as Principal, and Swiss Re Corporate Solutions America Insurance Corporation, a corporation  
organized and existing under the Laws of the State of Missouri, as Surety, are held  
and firmly bound unto Hays County, as Oblige, in the  
total sum of One Hundred Thirty-five Thousand Forty-four & 31/100  
U.S. Dollars ( \$135,044.31 ) for the payment whereof said Principal and Surety bind  
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Oblige dated \_\_\_\_\_ for  
Prairie Lakes, Phase 2 Section 1 - Street Improvements  
\_\_\_\_\_, ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal  
shall maintain and remedy said Work free from defects in materials and workmanship for a  
period of 2 [two] year(s) commencing on following final acceptance of improvements of Prairie Lakes  
Phase 2 Section 1 - Street Improvements (the  
"Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force  
and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one  
(1) year from the expiration date of the Maintenance Period; provided, however, that if this  
limitation is prohibited by any law controlling the construction hereof, such limitation shall be  
deemed to be amended so as to be equal to the minimum period of limitation permitted by  
such law, and said period of limitation shall be deemed to have accrued and shall commence  
to run on the expiration date of the Maintenance Period.

SIGNED this 7th day of June, 2024.

Liberty Civil Construction, LLC

(Principal)

By: \_\_\_\_\_

Michael Ehrhardt, President

Swiss Re Corporate Solutions America Insurance Corporation

By: \_\_\_\_\_

Betty J. Rehn

, Attorney-in-Fact

## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
WESTPORT INSURANCE CORPORATION ("WIC")

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

BETTY J. REEH, CLARK D. FRESHER, BRYAN K. MOORE, ANDREW ADDISON, ELIZABETH ORTIZ,

ANA OWENS, PATRICK COYLE, PATRICIA ANN LYTTLE, AND MICHAEL D. HENDRICKSON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens  
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois  
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco  
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of June, 20 24.

Jeffrey Goldberg  
Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC and WIC



## **IMPORTANT NOTICE**

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation's** toll-free number for information or to make a complaint at:

**1-800-338-0753**

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

**1200 Main Street, Suite 800  
Kansas City, MO 64105**

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

**1- 800-252-3439**

You may write the **Texas Department of Insurance**:

**P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the **Texas Department of Insurance**.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

## **AVISO IMPORTANTE**

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims**, al **1-800-338-0753**.

Usted puede llamar al numero de telefono gratis de **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation's** para informacion o para someter una queja al:

**1-800-338-0753**

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

**1200 Main Street, Suite 800  
Kansas City, MO 64105**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1- 800-252-3439**

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el **Departamento de Seguros de Texas**.

### **UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Colby Machacek, Senior County Planner

Sponsor:

Commissioner Ingalsbe

---

### Agenda Item

PLN-2574-PC; Hold a Public Hearing; followed by discussion regarding Appaloosa Acres, Lot 34, Replat. **INGALSBE/MACHACEK**

### Summary

Appaloosa Acres, Lot 34, Replat is a proposed resubdivision creating two (2) lots across 2.50 acres. The subject property is located along Appaloosa Way, a public regulated roadway, in Kyle and in Precinct 1. Water utility will be provided through Goforth SUD. Wastewater treatment will be accomplished via individual on-site sewage facilities.

---

### Attachments

Cover Letter

Plat

Location Map

Application Disapproval (Comment) Letter





## **Hays County Commissioners Court Agenda Request**

**Meeting Date:** October 1st, 2024

**Requested By:** Colby Machacek, Senior County Planner

**Prepared By:** Colby Machacek, Senior County Planner

**Department Director:** Marcus Pacheco

**Sponsoring Court Member:** Commissioner Debbie Ingalsbe, Precinct 1

### **AGENDA ITEM LANGUAGE:**

PLN-2574-PC; Hold a Public Hearing; followed by discussion regarding the Appaloosa Acres, Lot 34, Replat.

### **BACKGROUND/SUMMARY OF REQUEST:**

- A. Appaloosa Acres, Lot 34, Replat is a proposed resubdivision creating two (2) lots across 2.50 acres.
- B. The subject property is located along Appaloosa Way, a public regulated roadway, in Kyle and in Precinct 1.
- C. Water utility will be provided through Goforth SUD. Wastewater treatment will be accomplished via individual on-site sewage facilities.

### **STAFF COMMENTS:**

Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances.

Staff has provided the Owner/Applicant with the Administrative Disapproval Letter. The actions remaining, at this time, are to Hold the Public Hearing, followed by possible discussion.

Upon resubmission, and if all deficiencies are remedied, the project may be brought back to Commissioners Court for further discussion at a later date.

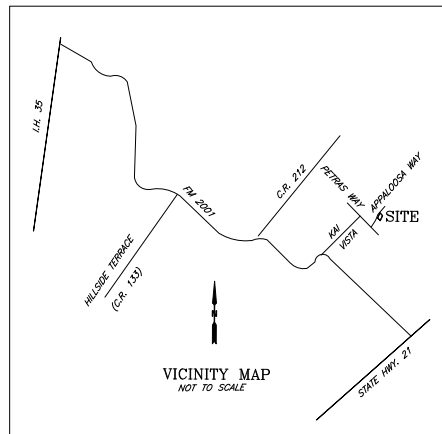
### **ATTACHMENTS/EXHIBITS:**

Proposed Replat

Location Map

Application Disapproved Letter

1400 HILLSIDE TERRACE  
BUDA, TEXAS 78610



## OWNERS ACKNOWLEDGEMENT

STATE OF TEXAS}  
COUNTY OF HAYS}  
KNOW ALL MEN BY THESE PRESENTS}

THAT WE, STEVEN NGUYEN and DONG HANG T LE, OWNERS OF LOT 34 OF APPALOOSA ACRES, A SUBDIVISION IN HAYS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 33, PAGE 539 OF THE PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AS DESCRIBED IN A DEED TO US RECORDED IN DOCUMENT NO. 210644410 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS DO HEREBY RE-PLAT SAID LOT 34 IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, TO BE KNOWN AS "RE-PLAT OF LOT 34, APPALOOSA ACRES"; WE DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS OUR HANDS THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023, A.D.

STEVEN NGUYEN  
1435 S. LOOP 4, #C  
BUDA, TEXAS 78610-5743

STATE OF TEXAS }  
COUNTY OF HAYS }

KNOW ALL MEN BY THESE PRESENTS,

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED STEVEN NGUYEN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS DATE \_\_\_\_\_

STATE OF TEXAS}  
COUNTY OF HAYS}  
KNOW ALL MEN BY THESE PRESENTS}

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED MONG HANG T LE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS DATE

### SURVEYOR'S CERTIFICATION

I, JAMES M. GRANT, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND ABILITY AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

JAMES M. GRANT DATE

TEXAS FIRM NO. 10100700  
1400 HILLSIDE TERRACE  
BUDA, TEXAS 78610

## GENERAL NOTES

1. NUMBER OF LOTS = 2, LOT 34A = 1.25 ACRES; LOT 34B = 1.25 ACRES
2. WATER SERVICE BY GOFORTH SPECIAL UTILITIES DISTRICT.
3. WASTE WATER BY ON SITE SEPTIC.
4. ELECTRIC SERVICE BY BLUEHONNET ELECTRIC COOPERATIVE OR PEDERNALES ELECTRIC COOPERATIVE, INC.
5. TELEPHONE SERVICE BY TIME WARNER CABLE
6. THIS PROPERTY IS LOCATED WITHIN CALDWELL HAYS COUNTY ESD #1.
7. THIS PROPERTY IS NOT LOCATED WITHIN THE CITY OF MIDWELLARD LIMITS.
8. ALL OTHER UTILITIES, GAS, CABLE, INTERNET, ETC. ARE THE OWNER'S RESPONSIBILITY.
9. THIS PROPERTY IS LOCATED WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
10. THIS PROPERTY IS LOCATED WITHIN THE PLUM CREEK CONSERVATION DISTRICT.
11. THIS PROPERTY IS LOCATED WITHIN THE PLUM CREEK GROUND WATER CONSERVATION DISTRICT.
12. NO PORTION OF THIS PROPERTY LIES WITHIN THE BOUNDARIES OF THE RECHARGE ZONE OF THE EDWARDS AQUIFER.
13. NO BUILDING MAY BE CONSTRUCTED OR PLACED WITHIN 25 FEET OF ANY ROAD LINE AND WITHIN 15 FEET OF ANY SIDE LOT LINE.
14. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS THE DRIVEWAY SATISFIES THE REQUIREMENT SET FORTH IN CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS.
15. ACCESS TO PUBLIC ROADWAYS SHALL BE BY PERMIT UNDER CHAPTER 751 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
16. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

BEARING BASIS:

THE BEARING BASIS FOR THIS SURVEY IS THE TEXAS STATE PLANE SOUTH CENTRAL ZONE GRID NORTH, N.A.D. '83, UTILIZING STATIC OBSERVATIONS WITH DATA POST PROCESSING BY THE NGS OPUS PROGRAM.

## FLOOD PLAIN NOTE:

THIS SUBDIVISION IS NOT WITHIN THE IDENTIFIED 100-YEAR FLOODPLAIN OF ANY WATERCOURSE, ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA) FIRM PANEL NO. 48209C-0315-F, DATED 09/02/2005.

STATE OF TEXAS}  
COUNTY OF HAYS}  
KNOW ALL MEN BY THESE PRESENTS,

GOFORTH WATER SUPPLY CORPORATION, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THIS SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

GENERAL MANAGER, GOFORTH WATER SUPPLY CORPORATION DATE

## HAYS COUNTY WATER/WASTEWATER NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER 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 SOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR TO AN ON-SITE WASTE WATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO  
DIRECTOR, HAYS COUNTY  
DEVELOPMENT SERVICES

\_\_\_\_\_  
KEVIN SHUNK, P.E. DATE  
C.F.M., HAYS COUNTY  
FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS}  
COUNTY OF HAYS}  
KNOW ALL MEN BY THESE PRESENTS}

THIS PLAT, RESUBDIVISION OF LOT 34, APPALOOSA ACRES, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF NIEDERWALD, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL.

CHARLES BISSON, MAYOR DATE

ATTEST:

\_\_\_\_\_  
SARA MONTGOMERY, CITY SECRETARY      DATE

STATE OF TEXAS}  
COUNTY OF HAYS}  
KNOW ALL MEN BY THESE PRESENTS}

I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., THE COMMISSIONER'S 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 SAID COURT INSTRUMENT NUMBER \_\_\_\_\_.

ELAINE CARDENAS, COUNTY CLERK  
HAYS COUNTY, TEXAS

RUBEN BECERRA  
COUNTY JUDGE, HAYS COUNTY, TEXAS

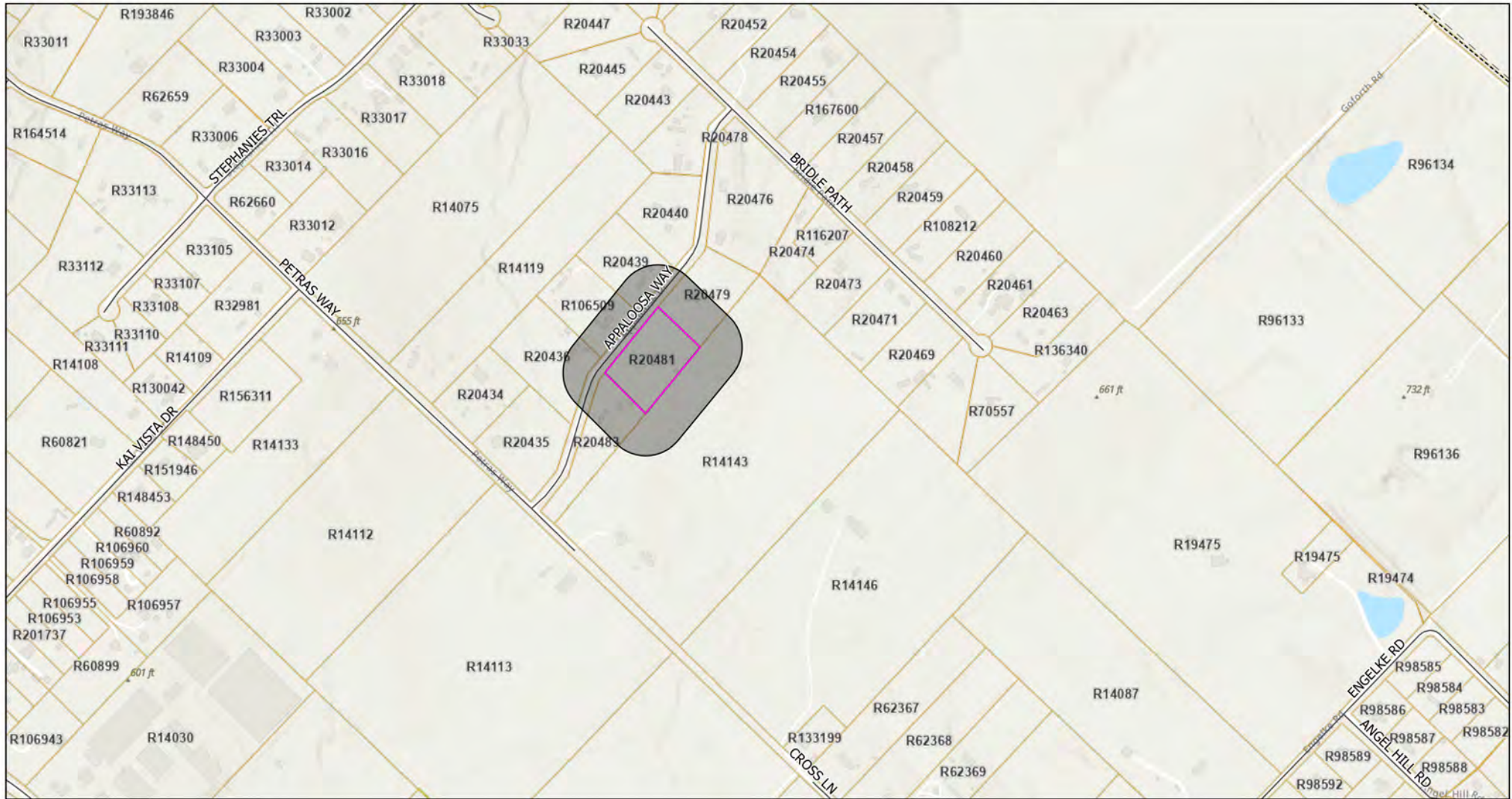
STATE OF TEXAS}  
COUNTY OF HAYS}  
KNOW ALL MEN BY THESE PRESENTS}

\_\_\_\_\_, ELAINE GARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILLED 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 DOCUMENT NO. \_\_\_\_\_.




WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

ELAINE CARDENAS, COUNTY CLERK  
HAYS COUNTY, TEXAS

# Hays County Development Services Map

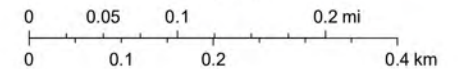


9/25/2024, 8:20:04 AM

-  Roads
-  Hays County Boundary
-  HaysCoParcels

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.

1:6,305



Esri Community Maps Contributors, Austin Community College, City of Austin, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS,



# Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## Application Disapproved Letter

Owner Information:

Steven Nguyen

1435 South Loop 4, Buda TX 78640

alohatruck@yahoo.com

Date: 9/25/2024

Project ID: PLN-2574-PC

Project Name: Appaloosa Acres, Lot 34, Replat

Application Status: Application Disapproved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. The Application has been disapproved. A list of comments / deficiencies is outlined below. A written response to each comment / deficiency is required. In addition to the written response, any updated documents, files, or other information must be uploaded to the [MGO Connect Customer Portal](#). Acceptance of any documents, files, or other information shall not be construed as approval.

### 9-1-1 Street Name Review

1. 911 Technical street name review approved 9/9/2024

### Digital Data Review

1. The digital data is denied based on the criteria outlined in the Hays County Digital Data Submission Standards. The most up-to-date Hays County Digital Data Submission Standards can be found here: <https://hays-county-haysgis.hub.arcgis.com/pages/development-services>.
2. Please submit a digital data file of the replat. Per Section 1.0 of the Hays County Digital Data Submission Standards, all proposed replats are required to submit a digital data file. The submitted digital data file shall reflect the submitted replat PDF, application, and supporting documentation. Per Section 1.1 of the Hays County Digital Data Submission Standards, acceptable formats for the digital data file include DXF, DWG, or SHP files.

### Floodplain Review

1. Plat Note 12 should also state that no portion of the property lies within the boundaries of the Contributing Zone of the Edward's Aquifer.
2. Floodplain Administrator signature block should be Eric Vangaasbeek, R.S., C.F.M.

### On-Site Sewage Facility (OSSF) Review

1. Technical Review OSSF approved.

### Planning Review

1. **Per Hays County Development Regulations Chapter 701 § 9.03 Documentation:** No documentation received by Hays County confirming notice was accomplished as outlined in Chapters 701 § 9.05-9.08 and 705 § 12.03 – Posted Notice: The Applicant shall be required to notify the public upon submission of an Application under this Chapter, including Applications for new Subdivisions and Applications for revision of an existing Subdivision plat, in accordance with the requirements for Posted Notice in §701.9.04.





## Hays County Development Services

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- 2. Per Hays County Development Regulations Chapter 705 § 5.01 (B) General Information:**  
The boundary lines and total acreage of the Original Tract, the Subject Property and the proposed Subdivision.

*Please include an inset exhibit showing the original configuration of the subject property.*

- 3. Per Hays County Development Regulations Chapter 705 § 5.01 (C) General Information:**  
Include a note stating the total number of Lots within the proposed subdivision, the average size of Lots, and the total number of Lots within the following size categories: 10 acres or larger, larger than 5.0 acres and smaller than 10 acres, 2.00 acres or larger up to 5.00 acres, larger than 1.00 acre and smaller than 2.0 acres and smaller than 1.00 acre.

- 4. Per Hays County Development Regulations Chapter 705 § 5.01 (F) General Information:**  
Names of adjoining subdivisions or owners of property contiguous to the proposed Subdivision.

- 5. Per Hays County Development Regulations Chapter 705 § 5.01 (M) General Information:**  
The location of Political Subdivision (e.g. school districts, municipal utility districts, groundwater conservation districts, emergency services districts, etc.) boundaries and/or a statement clearly indicating in which Political Subdivision(s) the Subdivision is located. In the event any Lot lies within more than one Political Subdivision then the plat shall clearly state the number of acres within the Lot that lies within each Political Subdivision.

*Please include to general note #6 that this property falls in Hays County ESD #9.*

- 6. Per Hays County Development Regulations Chapter 705 § 5.02 (A) Water, Wastewater, and Utilities Information:** Designation of the entity supplying electric, telephone and natural gas utilities to the development, or a statement that such utility is not available.

*Please provide clarification for the electric utility providers. The Utility acknowledgement form is signed by PEC, but the plat denotes Bluebonnet or PEC.*

- 7. Per Hays County Development Regulations 705 § 5.03 (B) Roadway and Right-of-Way Information:** Proposed names or designations for all roadways, public access easements, and shared access driveways, and a statement indicating that the Applicant has coordinated all such names or designations with the County "911" coordinator.

&

**Per Hays County Development Regulations Chapter 705 § 5.03 (G) Roadway and Right-of-Way Information:** A designation of the classification of each roadway to be constructed or existing roadways abutting any Lot as determined in accordance with Chapter 721 below.

*Appaloosa Way is designated as a "country lane" per Hays County Transportation. Please indicate this on the plat.*

- 8. Per Hays County Development Regulations Chapter 705 § 5.04 (H) Flood Plain and Storm Water Management Information:** General depiction of the boundary lines of the Edwards Aquifer Recharge Zone, or the Contributing Zone of the Edwards Aquifer, if affecting the property, and a statement certified by the Texas licensed professional surveyor or Texas licensed professional Engineer under his or her professional seal that, to the best of his or her knowledge, the plat accurately reflects the general location (or absence) of the Edwards Aquifer Recharge Zone or the Contributing Zone of the Edwards Aquifer.

*Please revise general note #12 as follows, "No portion of this property lies within the boundaries of the **recharge** zone **or** the contributing zone of the Edwards Aquifer."*



## Hays County Development Services

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- 9. Per Hays County Development Regulations Chapter 705 § 8.01 (F) General Information:** The building setback lines from Regulated Roadways identified in Chapter 721.

*Please include the 25ft setback line off of Appaloosa Way.*

- 10. Per Hays County Development Regulations Chapter 705 § 11.03 Replats (D):** Include a statement giving the reason for the proposed revision.
- 11. Per Hays County Development Regulations Chapter 705 § 8.05 (B) Other Plat Notes and Certifications:** Plats shall contain the notes and certifications required by the Hays County Plat Note and Certification Standards, as applicable.

*Revise the signature block for Marcus Pacheco as follows:*

I, THE UNDERSIGNED, DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS AND/OR HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES.

---

MARCUS PACHECO  
DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

*Revise the signature block for Hays County Floodplain Administrator as follows:*

I, THE UNDERSIGNED, FLOODPLAIN ADMINISTRATOR OF HAYS COUNTY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY FLOODPLAIN REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS.

---

ERIC VAN GAASBEEK, R.S., C.F.M.  
FLOODPLAIN ADMINISTRATOR  
HAYS COUNTY DEVELOPMENT SERVICES

- 12. Per Hays County Development Regulations Chapter 705 § 8.05 (B) Other Plat Notes and Certifications:** Plats shall contain the notes and certifications required by the Hays County Plat Note and Certification Standards, as applicable.

*Revise the County Clerk recording block to change "document number" to "instrument number"*

- 13. General:** Approval may not be granted until all Plat review deficiencies have been remedied.
- 14. General:** Project must be presented to the Hays County Commissioners Court for Approval and ratification in the court minutes following clearing of all review deficiencies.

### Transportation Review

- 1. Per Hays County Development regulations, chapter 721.2.01,** add a note- Mailboxes placed within the ROW, shall be of an approved TxDOT or FHWA design.



## **Hays County Development Services**

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing [planning@co.hays.tx.us](mailto:planning@co.hays.tx.us).

Thank you,

Colby Machacek

Planning Division

Hays County Development Services



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Colby Machacek, Senior Planner

Sponsor:

Commissioner Shell

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### Agenda Item

PLN-2446-PC; Hurlbut Ranch West, Tract 20B, Replat (2 Lots). Discussion and possible action to consider granting a variance to Chapter 715 § 3.01(C) of the Hays County Development Regulations; followed by discussion and possible action regarding the final determination. **SHELL/MACHACEK**

### Summary

Hurlbut Ranch West, Tract 20B, Replat is a proposed re-subdivision creating 2 lots across 10.18 acres located along Norwood Road, a regulated public roadway in Dripping Springs and in Precinct 3.

Water utility will be accomplished by individual water wells and/or rainwater collection. Wastewater utility will be accomplished by individual on-site sewage facilities.

The preceding plat, recorded on July 28th, 2023 under Instrument Number 23027535, contains a plat note pertaining to Hays County Development Regulations of 2017, Chapter 715 § 3.01(C), exempting the proposed division from conducting and providing a water availability study when private wells stand as the primary source of water utility, but prohibits further division for a period of five (5) years following the recording of the plat. The application for the re-subdivision, at-hand, was received on February 7th, 2024.

The property owner is requesting a variance from Chapter 715§3.01(C) and has included justification for the request in the back-up.

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### Attachments

Cover Letter

Plat

Location Map

Variance Request





## Hays County Commissioners Court Agenda Request

**Meeting Date:** October 1st, 2024

**Requested By:** Colby Machacek, Senior Planner

**Prepared By:** Colby Machacek, Senior Planner

**Department Director:** Marcus Pacheco, Director of Development

**Services Sponsoring Court Member:** Commissioner Lon Shell, Precinct 3

### AGENDA ITEM LANGUAGE:

PLN-2446-PC; Hurlbut Ranch West, Tract 20B, Replat (2 Lots). Discussion and possible action to consider granting a variance to Chapter 715 § 3.01(C) of the Hays County Development Regulations; followed by discussion and possible action regarding the final determination.

### BACKGROUND/SUMMARY OF REQUEST:

- A) Hurlbut Ranch West, Tract 20B, Replat is a proposed re-subdivision creating 2 lots across 10.18 acres located along Norwood Road, a regulated public roadway in Dripping Springs and in Precinct 3.
- B) Water utility will be accomplished by individual water wells and/or rainwater collection. Wastewater utility will be accomplished by individual on-site sewage facilities.
- C) The preceding plat, recorded on July 28th, 2023 under Instrument Number 23027535, contains a plat note pertaining to Hays County Development Regulations of 2017, Chapter 715 § 3.01(C), exempting the proposed division from conducting and providing a water availability study when private wells stand as the primary source of water utility, but prohibits further division for a period of five (5) years following the recording of the plat. The application for the re-subdivision, at-hand, was received on February 7th, 2024.
- D) The property owner is requesting a variance from Chapter 715§3.01(C) and has included justification for the request in the back-up.

### STAFF COMMENTS:

Staff has completed review for the Hurlbut Ranch West, Tract 20B, Replat. The action remaining lies in discussion and action on the variance requested from Chapter 715§3.01(C) of the established Development Regulations.

Hays County Development Services staff may not make determinations regarding variances from the established rules as that ability lies with the Precinct Commissioner and, ultimately, the Commissioners Court.

Should the Variance be granted, Staff recommends Approval of the proposed replat as no other deficiencies remain.

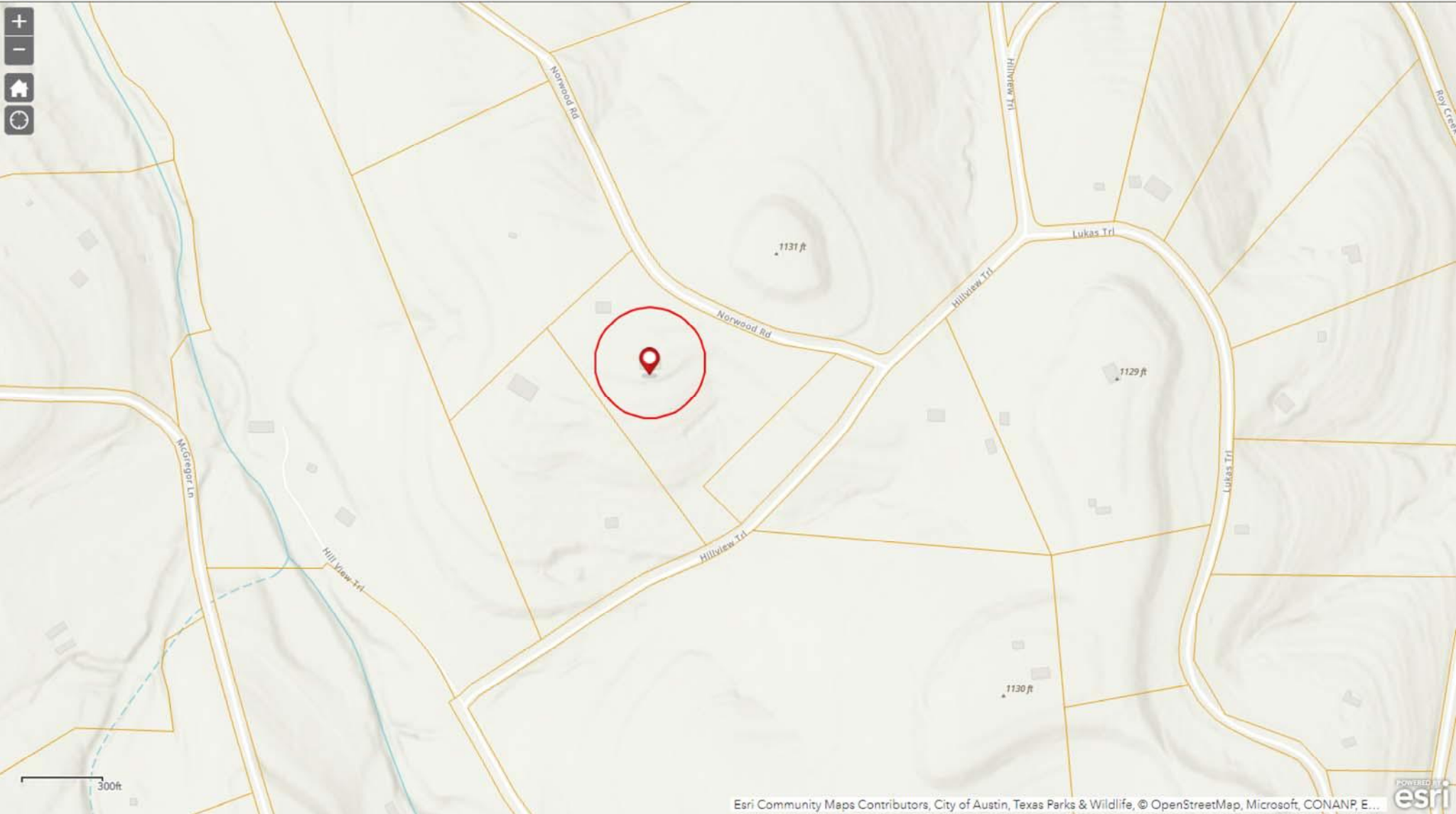
### ATTACHMENTS/EXHIBITS:

Proposed Plat

Variance Request Application

Property Location Map







## **REQUEST FOR VARIANCE APPLICATION PACKET**

**NOTICE TO APPLICANTS: IT IS YOUR RESPONSIBILITY TO THOROUGHLY READ AND UNDERSTAND THIS APPLICATION PACKET AND TO PROVIDE ALL INFORMATION REQUIRED HEREIN BEFORE THIS APPLICATION WILL BE ACCEPTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.**

### **WHAT IS A VARIANCE?**

A variance is an adjustment in the application of the Hays County Development Regulations to a specific project based on special conditions or circumstances peculiar (unique) to the project where a literal enforcement of the Regulations will result in unnecessary hardship. A variance is in the nature of a waiver of the strict letter of the Regulations but in substantial compliance with them and without sacrificing their spirit and purpose where the variance is necessary to allow the property owner to enjoy the same or similar rights enjoyed by other similarly submitted applications for Development Authorizations.

### **WHO MAY SEEK A VARIANCE?**

Variances may be requested by the Owner of the Subject Property (the holder(s) of a legal or equitable interest in real property as shown by the deed records of Hays County) or the Applicant (the person seeking approval of an Application on behalf of an Owner). If an application is submitted by an Applicant other than the Owner, the Owner must certify that the Applicant has his permission to submit the application on his behalf.

### **ON WHAT GROUNDS MAY I SEEK A VARIANCE?**

Variances may be granted from any provision of the Hays County Development Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements thereof or to avoid a regulatory taking. However, the Commissioners Court cannot grant any variance which conflicts with State or Federal law.

### **UNDER WHAT CIRCUMSTANCE MIGHT A REQUEST FOR VARIANCE NOT BE GRANTED?**

Pecuniary hardship standing alone shall not be deemed to constitute undue hardship.

### **HOW DO I APPLY FOR A VARIANCE?**

1. **COMPLETE THE APPLICATION FOR A VARIANCE:** After reviewing the entire Application packet carefully, prepare all the information requested on the Application. A complete Application must include all the information listed therein.
2. **SUBMIT APPLICATION:** Submit all the required application materials, along with a Subdivision Plat Submittal Form or Application for Development Authorization, to the Hays County Development Services Division at 2171 Yarrington Road, San Marcos, Texas. The Development Services staff cannot accept an incomplete application.

### **HOW LONG DOES IT TAKE TO COMPLETE THE VARIANCE PROCESS?**

Variances are approved along the same timeline as the Applicant's Subdivision Plan Submittal or Application for Development Permit. Refer to those application packets for more information. If the Development Services Division determines that a proposed administrative variance does not or may not meet the criteria identified in Sec. 701.08.06 of the Regulations, approval of such proposed administrative variance will be deferred to the Commissioners Court.

### **HOW MUCH DOES A VARIANCE REQUEST COST?**

A fee of \$100.00 must be paid at the time of the application is submitted and is non-refundable even if the application is denied.



**REQUEST FOR VARIANCE  
Hays County, Texas**

To be included with Plat Submittal  
or Application for Development Authorization

*For Office Use Only*

**Tracking Number:** \_\_\_\_\_  
**Date App. Received:** \_\_\_\_\_  
**Precinct # in which located:** \_\_\_\_\_

**INSTRUCTIONS:** Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

**OWNER INFORMATION:**

Property Owner's Full Legal Name: 1100 Norwood, LLC c/o Marc Limotte & Jennifer Limotte  
Property Owner's Mailing Address: 4718 Vaughan Street, Austin, Texas 78723  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Cell Phone: (917) 494-8670 e-Mail Address: mslimotte@gmail.com

**IF APPLICABLE:** Owner hereby gives Jon Thompson, J Thompson Professional Consulting permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

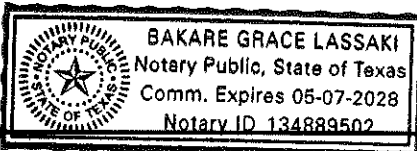
I hereby certify that the above statements are true and correct to the best of my knowledge.

  
Owner's Signature

**STATE OF TEXAS**  
**COUNTY OF** TRAVIS

Subscribed and sworn to before me this 06 day of AUGUST, 2024

(seal)



Notary Public

My Commission expires: 05-07-2028

**APPLICANT INFORMATION (if different from Owner):**

Applicant's Full Legal Name: Jon Thompson, J Thompson Professional Consulting  
Applicant's Mailing Address: PO Box 172, Dripping Springs, Texas 78620  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Cell Phone: (512) 568-2184 e-Mail Address: jthompsonconsultingds@gmail.com

**PROPERTY INFORMATION:**

Proposed Name of Subdivision (if applicable): Hurlbut Ranch West, Tract 20B-1 Replat  
911 street address for the Subject Property, if established: 1100 Norwood Road, Dripping Springs, Texas 78620

Legal description:

Lot 20B-1, Block \_\_\_\_\_, Subdivision Hurlbut Ranch West, Sec \_\_\_\_\_, Phase \_\_\_\_\_

If not located in a subdivision: Survey \_\_\_\_\_,

Abstract \_\_\_\_\_, Recorded (Vol/Page) \_\_\_\_\_

Hays Central Appraisal District Property ID Number: R195654

*This number can be obtained by searching the on-line property records for the Subject Property at [www.hayscad.com](http://www.hayscad.com) or by calling the HCAD at (512) 268-2522.*

Hays County Precinct in which the subject property is located: 3

*This information can be obtained by calling (512) 393-2160.*

**ACTION REQUESTED:**

- ☐ Administrative Variance as follows (check all that apply):
- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
  - ☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
  - ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
  - ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
  - ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).
- ☒ Variance from the Regulations as they apply to the subdivision of property in Hays County.
- ☐ Other (specify): \_\_\_\_\_

**All Applicants complete the following:**

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Chapter 715 Subchapter 3.01(C) - and possibly (C)(1)	For plats exempt from water availability requirements, a plat note is required stating <del>that no further replatting may be done for</del> a period of five years.	The property owner is needing to replat the property's larger lot into two lots. The <del>original replat from a couple of years ago</del> created two lots, which was three lots below the threshold of five or less lots which made <del>that project exempt from the water availability requirements.</del> This proposed replat only adds one additional lot to the sum, still two
		lots below the original five lots or less threshold, so if the original replat had been for three lots rather than two, that have been approved and still not triggered the water availability requirements.


**HARDSHIP FINDINGS (attach additional sheets if necessary):**

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

Due to economic changes in the last couple of years in real estate, the sale of larger tracts of land have made it harder to sell. The owners are also needing to subdivide to sell a portion of Lot 20B-1 for personal economic / financial reasons. In a straightforward circumstance of this not being subject to the original replat's plat note regarding replatting being restricted for five years due to the replat's exemption from water availability requirements, this plat would be easily approved. However, since this new, proposed replat is subject to the plat note, a variance is required.

2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:

The strict application of the development regulations are that if this tract were being replatted into three lots in the original replat it would have been approved with the same exemption from water availability requirements. This new replat does not on the merits trigger the water availability requirements since with the third lot from the original Tract 20 the lot count from replats is still less than the trigger of the sixth lot, meaning the proposed development is still five lots or less.

3. Described how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

The granting of this variance is such that it will not be detrimental to the public health, safety and welfare since all of the infrastructure is in place from the original Tract 20B has already been built and the two lots as proposed are well in excess of the minimum lot size for Hays County in the Contributing Zone. All of the septs are of newer design thus addressing the efficient operation of the OSSFs for the public health.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:

The real estate market sales of larger lots is not self-imposed by the Owner.

5. Describe how the variance will improve the functionality of the development on the Subject Property:

The functionality is improved by making the second lot more saleable and scaleale for what its use is.

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:

N/A

7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):

Just an observation but the plat note restricting furthe replats does not take into account that an amending plat that would modify property lines but keep the same density nor a replat that keeps the number of lots below the exemption threshold thus creating the requirement for a variance where one could be avoided by modifying the language of the plat note.

\*\*\*\*\*

### PRE-SUBMITTAL CHECKLIST

CHECK EACH ITEM TO INDICATE THAT IS HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.



Completed Subdivision Plat Submittal Form or Application for Development Authorization.

Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.



Other – List any other supplemental information submitted with this Application:

\*\*\*\*\*





**OWNER'S/APPLICANT'S CERTIFICATION:**

I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.



Jennifer Limotte



Print Name

Marc Limotte

STATE OF ~~TEXAS~~ § California  
COUNTY OF ~~HAYS~~ § San Diego

Subscribed and sworn to before me this 3 day of August, 2024.

(seal)



Notary Public, State of Texas

My Commission expires: March 10, 2025

PLEASE SEE ATTACHED  
NOTARIZED FORM



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Colby Machacek, Senior Planner

Sponsor:

Commissioner Smith

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### Agenda Item

PLN-2445-PC; Ratify Approval of the Los Ranchos, Lots PT of 21 & 22, Replat. **SMITH/MACHACEK**

### Summary

The Replat of Lost Ranchos, Part of Lot 21 and Lot 22, will create five (5) lots across 16.47 acres. The subject property is located along Grande Street in Driftwood and falls within Precinct 4.

Water utility is to be provided by individual private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.

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### Attachments

Cover Letter

Plat

Location Map

Administrative Approval Letter



## **Hays County Commissioners Court Agenda Request**

**Meeting Date:** October 1st, 2024

**Requested By:** Colby Machacek, Senior County Planner

**Prepared By:** Colby Machacek, Senior County Planner

**Department Director:** Marcus Pacheco

**Sponsoring Court Member:** Commissioner Walt Smith, Precinct 4

### **AGENDA ITEM LANGUAGE:**

PLN-2445-PC; Ratify Approval of the Los Ranchos, Lots PT of 21 & 22, Replat.

### **BACKGROUND/SUMMARY OF REQUEST:**

- A. The Replat of Lost Ranchos, Part of Lot 21 and Lot 22, will create five (5) lots across 16.47 acres. The subject property is located along Grande Street in Driftwood and falls within Precinct 4.
- B. Water utility is to be provided by individual private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.

### **STAFF COMMENTS:**

Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances.

The action remaining is to ratify approval of the proposed subdivision plat in the court minutes.

### **ATTACHMENTS/EXHIBITS:**

Subdivision Plat

Location Map

Hays County Administrative Approval Letter



NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

NO DEVELOPER IN THIS SUBDIVISION SHALL BE ALLOWED TO CONNECT TO AN INDIVIDUAL WATER SYSTEM OR SITE-SPECIFIC COMMUNITY WATER SYSTEMS DUE TO THE BEING WATER SUPPLY. PROPOSED 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 SOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR AN ON-SITE SEWAGE FACILITY THAT HAS BEEN APPROVED BY HAYS COUNTY.

**HAYS COUNTY DEVELOPMENT SERVICES DIRECTOR CERTIFICATION BLOCK:**

I, THE UNDERSIGNED, DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS AND/OR HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES.

MARGOLIS CHARGED  
DIRECTOR

**HAYS COUNTY DEVELOPMENT SERVICES**

HAYS COUNTY FLOODPLAIN ADMINISTRATION CERTIFICATION BLOCK:

I, THE UNDERSIGNED, FLOODPLAIN ADMINISTRATOR OF HAYS COUNTY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY FLOODPLAIN REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS.

ERIC VAN GASBREGT, R.S., C.E.M.  
FLOODPLAIN ADMINISTRATOR  
HAYS COUNTY DEVELOPMENT SERVICES

**GENERAL NOTES:**

- 1.) THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM 1983 ON GRID COORDINATE VALUES, NO SCALE AND NO PROJECTION.
2. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.
3. UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS, FOLLOWING THE FILING OF THE PLAT.
4. THE PURPOSE OF THIS REPLAT IS TO CREATE 5 LOTS OF MINIMUM 2.5 ACRES EACH.
5. ANY LOT LESS THAN 3 ACRES UTILIZING A WELL WILL BE RESTRICTED TO AN ADVANCED ON-SITE SEWAGE FACILITY.
6. LOT 22A IS PROHIBITED FROM FURTHER DIVISION UNLESS IMPROVED ACCESS IS PROVIDED.

STATE OF TEXAS §  
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, ROBERT E. AZAR AND CATHERINE M. AZAR, OWNER OF THE REMAINING PORTION OF LOT 21, A TRACT OF LAND, BEING 286.31 ACRES, MORE OR LESS, SITUATE IN HAYS COUNTY, TEXAS, VOLUME 1919 PAGE 538, OFFICIAL PUBLIC RECORD 286.31 PAGE 183 OFFICIAL PUBLIC RECORDS IN HAYS COUNTY, TEXAS, AND CONNECTED IN GENERAL WARRANTY DEED DOCUMENT NO. 06004391 HAYS COUNTY OFFICIAL PUBLIC RECORD.

THAT, ALAN B. AZAR, OWNER OF ALL LOT 29, A TRACT OF LAND, BEING ALL OF THE 10.699 ACRES DESCRIBED IN LOS RANCHOS VOLUME 2, PAGE 8, OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS AND CONVERTED IN GENERAL WARRANTY DEED WITH VENDORS (LEN DOCUMENT NO. 19038266 HAYS COUNTY OFFICIAL PUBLIC RECORD.

THE EXISTING TRACT IS SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED IN VOLUME 313, PG 594 AND VOLUME 337 PAGE 602 DEED RECORDS HAYS COUNTY TEXAS, VOLUME 1919 PAGE 538, OFFICIAL PUBLIC RECORD HAYS COUNTY TEXAS, AND DO HEREBY REDDICATE THE EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

ROBERT E. AZAR  
200 GRANGE STREET  
DRIFTWOOD TEXAS, 78619

CATHERINE M. AZAR  
10144 FM 150 W  
DRIFTWOOD TEXAS, 78619

STATE OF TEXAS §  
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED ROBERT E. AZAR KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

STATE OF TEXAS §  
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CATHERINE M. AZAR KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

STATE OF TEXAS §  
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED ALAN B. AZAR KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

STATE OF TEXAS §  
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

RUBEN BECERRA  
COUNTY JUDGE  
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

STATE OF TEXAS §  
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NUMBER \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

REVISED: 08/12/24

REVISION NO. 100894-00

WWW.B&GSURVEYING.COM

JOB # 60803223\_PLAT

DATE: 08/15/2023

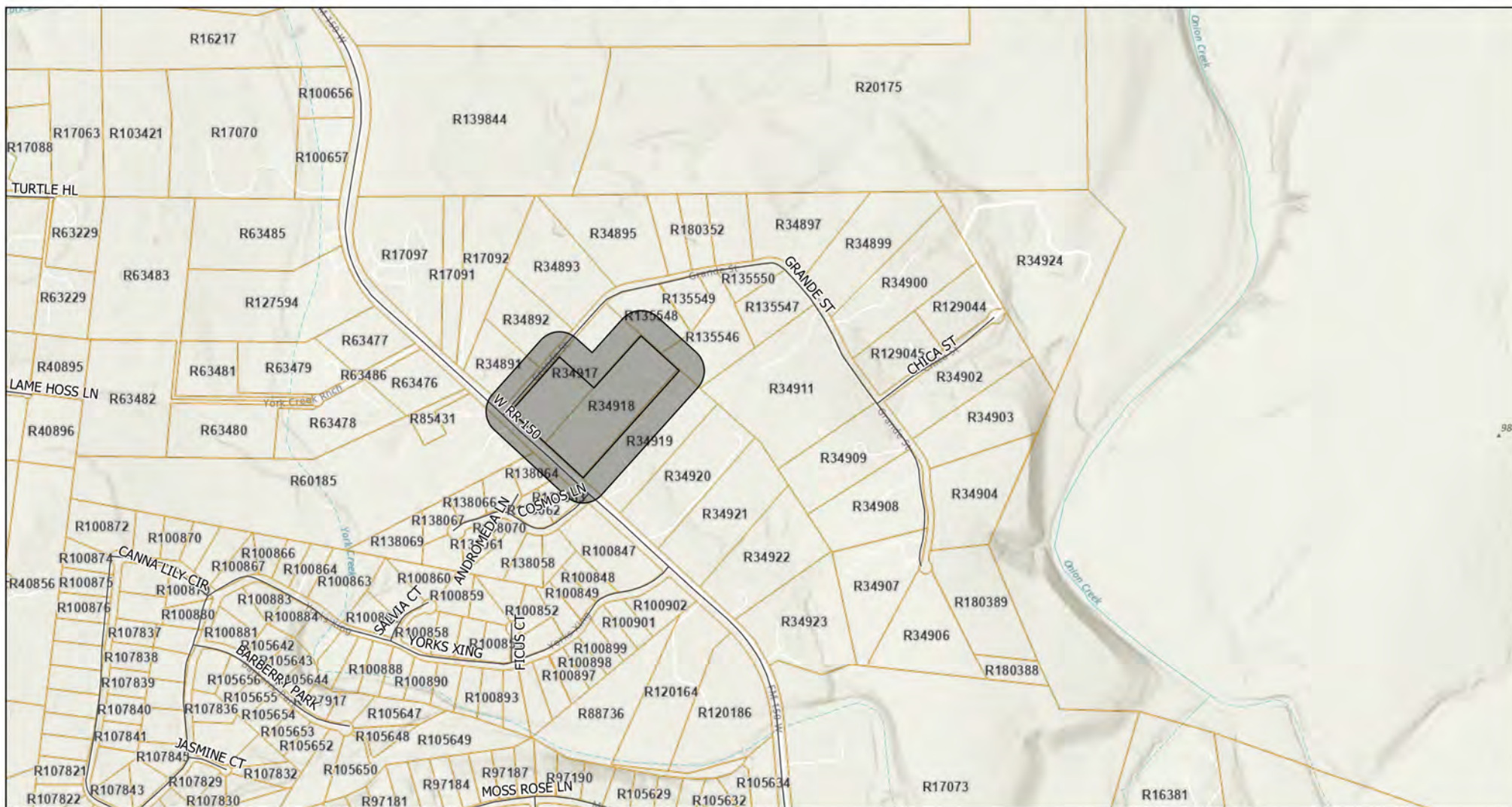
SCALE: 1" = 100'



B & G SURVEYING, LLC  
1404 West North Loop Blvd.  
Austin, Texas 78756  
Office 512-458-6969



# Hays County Development Services Map

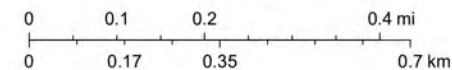


9/25/2024, 9:13:39 AM

- Roads
- Hays County Boundary
- HaysCoParcels

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.

1:10,662



Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, City of Austin, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



# Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## Application Approved

Owner Information:

robert azar

200 grande st, driftwood 78619

bba124@gmail.com

Date: 9/24/2024

Project ID: PLN-2445-PC

Project Name: Los Ranchos, Lots PT of 21 &  
22, Replat

Application Status: Approved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. Upon review, the Application has been found in compliance with the Hays County Development Regulations. The above Application has been approved.

### 9-1-1 Street Name Review

1. 911 Technical Street name review approved 4/22/24

### Digital Data Review

1. The digital data technical review is approved as of 8/21/2024.

### Floodplain Review

1. Review complete.

### On-Site Sewage Facility (OSSF) Review

1. Review complete.

### Planning Review

1. **General:** Project must be presented to the Hays County Commissioners Court for Approval and/or ratification in the court minutes following clearing of all review deficiencies.  
Please prepare and deliver the Signature Plat (Record Plat) to Hays County Development Services.  
Once the necessary Hays County signatures are obtained on the Signature Plat, notification will be provided for pick-up and recording.  
A current Tax Certificate showing taxes paid will be required when recording the plat.  
Addressing will not take place until a full-size, to-scale, paper copy and PDF version of the Fully Signed and Recorded Plat have been provided to Hays County GIS & Addressing.

### Transportation Review

1. Technical review is complete.

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing [planning@co.hays.tx.us](mailto:planning@co.hays.tx.us).

Thank you,





## **Hays County Development Services**

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

Colby Machacek

Planning Division

Hays County Development Services



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Colby Machacek, Senior Planner

Sponsor:

Commissioner Ingalsbe

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### Agenda Item

PLN-2351-NP; Ratify Approval of the B&C Storage, Final Plat. **INGALSBE/MACHACEK**

### Summary

B&C Storage is a proposed final plat consisting of one (1) lot across 4.013 acres. The subject property is located along State Highway 21 in San Marcos and falls within Precinct 1.

Water utility is to be provided by a private well. Wastewater treatment will be accomplished by an individual on-site sewage facility.

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### Attachments

Cover Letter

Plat

Location Map

Administrative Approval Letter



## **Hays County Commissioners Court Agenda Request**

**Meeting Date:** October 1st, 2024

**Requested By:** Colby Machacek, Senior County Planner

**Prepared By:** Colby Machacek, Senior County Planner

**Department Director:** Marcus Pacheco

**Sponsoring Court Member:** Commissioner Debbie Ingalsbe, Precinct 1

### **AGENDA ITEM LANGUAGE:**

PLN-2351-NP; Ratify Approval of the B&C Storage, Final Plat

### **BACKGROUND/SUMMARY OF REQUEST:**

- A. B&C Storage is a proposed final plat consisting of one (1) lot across 4.013 acres. The subject property is located along State highway 21 in San Marcos and falls within Precinct 1.
- B. Water utility is to be provided by a private well. Wastewater treatment will be accomplished by an individual on-site sewage facility.

### **STAFF COMMENTS:**

Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances.

The action remaining is to ratify approval of the proposed subdivision plat in the court minutes.

### **ATTACHMENTS/EXHIBITS:**

Subdivision Plat

Location Map

Hays County Administrative Approval Letter



# Hays County Development Services Map



9/25/2024, 8:50:27 AM

- Address Points
- Roads
- Hays County Boundary
- HaysCoParcels

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.

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# Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## Application Approved

### Owner Information:

B&C Storage, LLC (Cindy Jansen)

5401 SH 21, Maxwell TX 78656

jansenpalace@yahoo.com

Date: 9/18/2024

Project ID: PLN-2351-NP

Project Name: B&C Storage

Application Status: Approved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. Upon review, the Application has been found in compliance with the Hays County Development Regulations. The above Application has been approved.

### 9-1-1 Street Name Review

1. 911 Technical street name review approved 7/2/2024

### Digital Data Review

1. The digital data technical review is approved as of 05/03/2024.

### Floodplain Review

1. Technical Review Floodplain approved.

### On-Site Sewage Facility (OSSF) Review

1. Technical Review OSSF approved.

### Planning Review

1. Hays County Development Services has determined this application as Approved. Formal ratification in the minutes of Commissioners Court will be required and is scheduled for: October 1st, 2024.

Please prepare and deliver the Signature Plat (Record Plat) to Hays County Development Services.

Once the necessary Hays County signatures are obtained on the Signature Plat, notification will be provided for pick-up and recording.

A current Tax Certificate showing taxes paid will be required when recording the plat.

Addressing will not take place until a full-size, to-scale, paper copy and PDF version of the Fully Signed and Recorded Plat have been provided to Hays County GIS & Addressing.

### Transportation Review

1. Technical review is complete.

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing [planning@co.hays.tx.us](mailto:planning@co.hays.tx.us).

Thank you,



## **Hays County Development Services**

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

Colby Machacek

Planning Division

Hays County Development Services



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

DOINOFF

Sponsor:

Commissioner Smith

---

### Agenda Item:

Discussion and possible action to authorize the execution of a Dripping Springs Ranch Park (DSRP) Voting Location License Agreement between the City of Dripping Springs and Hays County. **SMITH/DOINOFF**

### Summary:

This agreement authorizes Hays County to place a leased temporary building on the Dripping Springs Ranch Park property for purposes of early voting and Election Day for the November 2024 General Election.

### Fiscal Impact:

Amount Requested:

Line Item Number:

### Budget Office:

Source of Funds:

Budget Amendment Required Y/N?:

Comments:

### Purchasing Office:

Purchasing Guidelines Followed Y/N?:

Comments:

### Auditor's Office

G/L Account Validated Y/N?:

New Revenue Y/N?:

Comments:

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### Attachments

DSRP Voting License Agreement



# **DSRP VOTING LOCATION LICENSE AGREEMENT**

between

City of Dripping Springs

and

Hays County

Contract No. HAY20240917

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## **DSRP VOTING LOCATION LICENSE AGREEMENT**

THIS LICENSE AGREEMENT IS ENTERED BY AND BETWEEN THE CITY OF DRIPPING SPRINGS AND HAYS COUNTY.

**WHEREAS,** the City owns and operates Dripping Springs Ranch Park; and

**WHEREAS,** the County desires to use a portion of Dripping Springs Ranch Park as a voting location for the November 5, 2024 uniform election, including early voting; and

**WHEREAS,** as a as a public service, for the benefit and improvement of the community, the County intends to purchase and install two Portable Buildings for Hays County elections located within the Licensed Area; and

**WHEREAS,** the City finds that it is in the best interest of the City and its residents to provide a voting location for State and County elections; and

**WHEREAS** the City and County have mutually agreed to the terms and conditions set forth herein for the County's temporary use of Dripping Springs Ranch Park for this purpose.

**NOW, THEREFORE,** IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE CITY AND COUNTY AGREE AS FOLLOWS:

### **ARTICLE 1. GENERAL**

#### **1.1 Recitals**

The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.

#### **1.2 Effective Date**

This Agreement shall be effective on September 17, 2024.

#### **1.3 Term**

This Agreement shall remain in effect until the removal of the Portable Buildings in accordance with section 3.3 below.

### **ARTICLE 2. DEFINITIONS**

In this Agreement:

- (a) **"Agreement"** means this License Agreement;
- (b) **"City"** the City of Dripping Springs, a General Law, Type-A municipality located in Hays County, Texas;

- (c) **“County”** means Hays County, a political subdivision of the State of Texas;
- (d) **“Dripping Springs Ranch Park”** or **“DSRP”** means the City-owned park and event center located at 1042 Event Center Drive, Dripping Springs, Texas;
- (e) **“Interlocal Agreement”** means the Amended Agreement between the City and the County for Use of the Dripping Springs Ranch Park by the County, Based on Previous Funding of Construction of the Dripping Springs Ranch Park, Formerly Known as Harrison Ranch Park, a Public Property Owned by the City dated November 19, 2023;
- (f) **“License Term”** means the period commencing on October 21, 2024, the first day of early voting,
- (g) **“Licensed Area”** means the portion of Dripping Springs Ranch Park outlined and shaded in dark blue in Exhibit “A” to this Agreement;
- (h) **“Parking Areas”** means the portion of Dripping Springs Ranch Park outlined and shaded in light blue in Exhibit “A” to this Agreement;
- (i) **“Parties”** means the City and Hays County;
- (j) **“Portable Buildings”** means the portable expandable insulated shelters substantially as described in Exhibit “B” to this Agreement;
- (k) **“Temporary Storage Area”** means the area in respect of which a further temporary license is authorized to be issued by the City Administrator by section 3.6 below;
- (l) **“Voting Period”** means the period commencing on October 21, 2024, being the first day of early voting, and ending on November 5, 2024, being the uniform election date.

### **ARTICLE 3. USE OF SPACE AND FACILITIES**

#### **3.1 Grant of License**

The City grants the County the right to install one or more Portable Buildings within the Licensed Area for use as a voting location for the November 5, 2024 uniform election, including early voting.

#### **3.2 County Responsibility**

The County will be responsible for the installation, maintenance, and removal of the Portable Buildings, including ensuring that they are ADA-compliant and connected to the electrical service identified by a green circle adjacent to the Licensed Area in Exhibit “A” to this Agreement.

### **3.3 Delivery and Removal**

The County will coordinate with the City regarding the exact dates for the delivery and removal of the Portable Buildings, provided that the Portable Buildings are delivered to the Licensed Area on or about October 18, 2024 and removed from the Licensed Area no later than fifteen (15) days after the Voting Period ends unless otherwise agreed in writing by both Parties.

### **3.4 Access to Parking Areas**

The County may provide election workers and voters access to the Parking Areas for the purpose of parking vehicles during the Voting Period.

### **3.5 Access to Restrooms**

The County may provide election workers and voters access to the restrooms located in the extension side of the DSRP Event Center during the Voting Period.

### **3.6 Temporary Storage Area**

The City Administrator is authorized to grant a further license to the County permitting the temporary storage of the Portable Buildings at the City's Public Works Maintenance Facility, if requested by the County, upon such terms not inconsistent with this Agreement as the City Administrator may determine.

### **3.7 No Charge for Use**

The City will not charge the County for the use of the Licensed Area, Parking Areas, Temporary Storage Area, or restrooms, or for the electricity required to operate the Portable Buildings.

### **3.8 Restricted Use**

The County agrees to use the Licensed Area and Parking Areas solely for the purpose of conducting early voting and Election Day activities.

### **3.9 Repair**

The County agrees to be fully responsible for any damage to the Licensed Area or Dripping Springs Ranch Park arising from the installation, use, or removal of the Portable Buildings.

### **3.10 Insurance**

Throughout the term of this Agreement and a period of 12 months after the expiration of this Agreement, the County shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability with a minimum limit of liability commensurate with the County's maximum liability exposure under the Texas Tort Claims Act. Upon the City's request, the County shall provide the City with a certificate of insurance and policy endorsements for all insurance coverage required by this section and shall not do anything to invalidate such insurance. The certificate of insurance shall name the City of Dripping Springs as an additional insured. The County shall provide the City with 60 days' advance written notice in the event of a cancellation or material change in the County's insurance policy. Except where prohibited by law, the County shall require its insurer to waive all rights of subrogation against the City's insurers and the City and its employees, servants, agents, officials, volunteers and agents. The County waives the rights to recovery from the City for any injuries that the County and/or the County's agent, servants or employees may sustain in connection with this Agreement.

## **ARTICLE 4. MISCELLANEOUS**

### **4.1 Assignment**

Neither Party's obligations under this Agreement may be assigned or transferred to any other person, firm, or corporation without the prior written consent of the other Party.

### **4.2 Compliance with Laws**

Each Party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and applicable to the Parties performing the terms and conditions of this Agreement.

### **4.3 Entire Agreement**

This Agreement (including any and all Exhibits attached hereto), together with the Interlocal Agreement, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral. The Parties acknowledge that this Agreement is intended to be complementary to, and interpreted in a manner harmonious with, the Interlocal Agreement. In the event of any inconsistency or conflict between this Agreement and the Interlocal Agreement, the provisions of this Agreement shall prevail to the extent necessary to resolve such conflict while giving effect to the intent of both agreements.

### **4.4 Amendment**

This Agreement may only be amended in writing signed by both parties.

### **4.5 Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

#### **4.6 Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

#### **4.7 Venue**

The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas.

#### **4.8 Notice**

- (a) All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

**For the City:**

Attention: City Administrator  
City of Dripping Springs  
P.O. Box 384  
Dripping Springs, TX 78620

**For the County:**

Attention: County Judge  
Hays County  
111 E. San Antonio St., Suite 300  
San Marcos, TX 78666

**With a copy to:**

Hays County Criminal District Attorney's  
Office – Civil Division  
111 E. San Antonio St., Suite 202  
San Marcos, TX 78666  
Phone: (512) 393.2219

**With a copy to:**

Elections Administrator  
120 Stagecoach Trail  
San Marcos, TX 78666  
Phone: (512) 393.7310  
jennifer.doinoff@co.hays.tx.us

- (b) Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

#### **4.9 Force Majeure**

Each of the Parties shall be excused from any delays and failures in the performance of the terms and conditions of this agreement, to the extent that such delays 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.

#### **4.10 Execution in Counterparts**

This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A signed copy of this Agreement delivered by facsimile, e mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

#### **4.11 Section Headings, Exhibits**

The article, section and subsection headings of this Agreement, 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.

#### **4.12 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.

#### **4.13 Survival**

Despite the duration of this Agreement, the following provisions, and the terms and conditions contained therein, shall remain in effect: 1.1 [Recitals], Article 2 [Definitions], 3.2 [County Responsibility], 3.3 [Delivery and Removal], 3.7 [No Charge for Use], 3.9 [Repair], 3.10 [Insurance], 4.3 [Entire Agreement], 4.4 [Amendment], 4.5 [Severability], 4.6 [Governing Law], 4.7 [Venue], 4.8 [Notice], 4.9 [Force Majeure], 4.10 [Execution in Counterparts], 4.11 [Section Headings, Exhibits], 4.12 [Binding Effect], 4.13 [Survival], and 4.14 [Waiver].



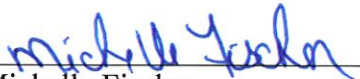
#### 4.14 Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom enforcement is sought. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

**THE CITY:**

*City of Dripping Springs*

  
\_\_\_\_\_  
Michelle Fischer  
City Administrator

  
\_\_\_\_\_  
Date

**THE COUNTY:**

*Hays County*

\_\_\_\_\_  
Ruben Becerra  
Hays County Judge

\_\_\_\_\_  
Date

**EXHIBIT "A":  
Proposed Voting Locations**



## **EXHIBIT "B": Portable Building Specifications**



### **Elite Aluminum Corporation FORTS™ Specifications (38)**

FORTS™ (Fold Out Rigid Temporary Shelter) is a portable expandable insulated shelter for temporary housing, and supplying of various services.

#### **Standard Unit – Features**

Exterior Dimensions - Opened; 19' 6" L x 17' 6" W x 8' 4" H

Interior Dimensions - Opened; 16' L x 17' 1" W x 7' 5" H

Exterior Dimensions - Closed; 19' 6" L x 45" W x 8' 4" H

Useable Space (Interior): 273 sq. ft.

Space when open: 345 sq. ft.

Space when closed: 73.5 sq. ft.

**Features:** Wall mount 2 Ton Air Conditioner with 5kW or 8kW heat strip options (16,400 BTUH; 9.00 EER) with thermostat control panel inside of unit

One Room, Two Room, Three Room, or Four Room Options

Electrical Panel Rated 125AMP, with five (5) 110v tamper resistant outlets.

LED lightning, four (4) panels, each provides 240 watts total.

Single hung aluminum window with one-eighth inch (1/8") clear tempered glass.  
Fully insulated construction.

Extrusions at corner wall, and roof connections are interlock design to add structural strength

Interlocking extrusions are equipped with weather-stripping to help prevent moisture intrusion

Patented hinged extrusions to facilitate opening and closing unit.

Core Leveling System, with locking casters and forklift pockets for transport.

Floor Leveling System with nine (9) leveling arms.

Heavy-duty roof, floor, and wall finishes.

Kitchen connection plugs (water inlet, water outlet).  
Integrated Storage Cabinets.  
Tool Box – tools for set-up, with level.  
Repair Kit – paint and patch material.  
Rated for wind speeds up to 130 mph (with proper anchorage); roof live loads up to 60 lbs. per square ft.  
Transport: Shipping weight 4500 lbs.  
Four (4) units in a 40' high cube container or trailer (flatbed or box)

Anchorage: Cast aluminum Earth Anchoring System. **Structure:**

**Core**

A center core structure comprising of a rectangular box structure of heavy-duty extruded aluminum 0.156 inch thick alloy 6063-T6. Components are bolted and welded connections creating a box beam configuration. At Roof location anchors for lifting (if ordered); forklift pockets and six inch (6") locking casters to allow easy movement and transport. Four (4) steel Leveling Jacks at base for leveling of core of the unit.

**Panels:**

Roof, wall and floor, consisting of composite aluminum panels, with expanded polystyrene core, pressure laminated.

Roof panels, three-inch (3") in depth; facings 0.024 aluminum, core one (1) pound density expanded polystyrene; "R" value 13.90. Wall panels, three inch (3") in depth; facings 0.024 aluminum, core one (1) pound density expanded polystyrene; "R" value 13.90. Floor panel, four (4") inch in depth, facings 0.024 aluminum, core two (2) pound density expanded polystyrene, with 1/4" AC grade plywood substrate; "R" value 18.56. Acoustical; transmission of sound for expanded polystyrene is an STC of 51.

**Framing/Extrusions/Sheet/Fasteners**

Panels are framed with aluminum extrusions as required. All extrusions are alloy 6063-T6 aluminum only, with minimum thickness 0.09 to 0.18 inches as required. Extrusion framing shall be configured to interlock between the roof and exterior wall panels to create a water and wind barrier at the interconnection and further to create a unified structure for strength. All aluminum facing minimum type 3105-H25; Core PCF (1) or (2) ASTM C-578-83 branded EPS, Adhesive Ashland 2020 ISO Grip.

All fasteners to be 2024-14 or 7075-T73 alloy, non-magnetic stainless steel. SAE grade 5, steel (min) or cadmium plated or other corrosion resistance material complying with 5.1.1C, 2005 *Aluminum Design Manual*, the Aluminum Association, Inc. All aluminum components insulated from dissimilar metals or ground contact to prevent electrolysis.

**Door Unit:**

Aluminum door, thirty-six inch (36") width, eighty-inch (80") height; insulated solid core with thermally broken extruded aluminum frame. "R" value of 9.55.

**Window Unit:**

Aluminum frame, single hung glass pane, utilizing one-eighth inch (1/8") clear tempered glass; design pressure rated for plus 35 PSF to negative 35 PSF; U factor 1.08; solar heat gain coefficient 0.71, with visible transmittance of 0.75.

**Anchorage System:**

Seven inch (7") anchors of die cast aluminum; three-sixteenth inch (3/16") galvanized steel cable; load capacity per anchor of 3,000 lbs., requires four (4) anchors per unit.

**Floor Support/Level System:**

Three inch (3") by three inch (3") by 0.90 steel box beams, G90 galvanized, painted, grey polyester, with one-half inch (1/2") SAE grade 5 threaded adjustment rods and support plates.

**Air Conditioning/Heat Strip System:**

Wall-mounted (2) ton air conditioner cooling, 16,400 BTUH, 60Hz, with 5kW or 8kW heat strip options, heating and cooling system, rotary compressor, green refrigerant R-410A (HFC) non-ozone depleting in compliance with 2010 EPA requirements. Complies with efficiency requirements of ANSI/ASHRAE/IESNA 90.1-2077.

Certified to ANSI/ARI Standard 390-2003 for SPVU; Intertek ETL listed to Standard for Safety Heating and Cooling Equipment ANSI/UL 1995/CSA 22.2 No. 236 – US Third Ed.

**Electrical Supply/Lighting/Data Connections:**

120/240 Volt rated electric, 125 amp, single-phase interior panel board. Includes 125amp Breaker for permanent power connections for shore power/generator. Power provided to utility outlets, lighting, reverse cycle air conditioning unit and optional kitchen unit, LED panels four (4) provides 240 watts total. One (1) data Port for phone and Internet connections. Data port = CAT5e

**Structural Performance:**

Roof panel; transverse load and concentrated load test, loads to 80 PSF with two (2) times safety factor, per ASTM E-72-05, section 11.3.1.1.

Diaphragm / Racking load test, loads to 5,000 pounds per ASTM E-72-05, Section 11.3.1.1.

Impact, cyclic pressure and wind loading, loads to design pressure of +43/-70 per TAS 201, TAS 202, TAS 203 and ASTM E72.

Uplift resistance test, loads to design pressure of +43/-70 per ASTM E72.

**Wall Panels:**

Transverse Load Test, load pressure to negative 56.53, per ASTM E72-05, Section 11.3.1.1.

Diaphragm / Racking Load Test, loads to 6000 pounds per ASTM E72-095, Section 11.3.1.1.;

compression test, loads to 16,000 pounds, per ASTM E72-05, Section 11.3.1.1; Tension test, loads to 5000 pounds per ASTM E72-05, Section 11.3.1.1.

Impact, cyclic pressure, static wind loading, loads to design pressure of +43/-70 per TAS 201, TAS 202, TAS 203, and ASTM 72.

**Finishes:**

**Roof covering:** Fleece back membrane (polyolefin based, thermoplastic, heat-weldable membranes, polyester reinforced. Thickness 0.045 inch, UL Class "A" and FM Class 1-90 classifications available. Energy Star: initial solar reflectance, solar spectrum reflectometer white 0.87 / tan 0.68; CRRC: ASTM C1549 initial solar reflectance, white 0.79, tan 0.71; LEED thermal emittance, ASTM E408, white 0.95, tan 0.95; SRI (solar reflectance index) ASTM E1980, white 110, tan 88 reinforced fabric membrane meeting or exceeding requirements of ASTM 06878.

**Wall Finish:** ACRA-LASTIC 2700 high built acrylic elastomeric coating; VOC compliant.

**Floor Coverings:** Tough-ply, 0.050 inch thick nickel plate covering; polyolefin based thermoplastic with polyester reinforced membrane.

**Approvals/Compliance:**

ICC (International Code Council) ESR-1599  
Roof and Wall panels.

State of Florida Approvals for roof and wall panels, impact and non-impact, FL 5500, FL 7561, and FL 12225

State of California Approval for roof panels, wall panels, roof systems and wall systems. FBH3, FBH4, FBH5, SPA 269-4, and SPA 269-5.

Compliant with 2012 International Building Code, 2012  
International Residential Code,  
ASCE-7-10, 2010 Aluminum Design Manual.

Underwriters Laboratories, Inc., Listed UL 1715 (Interior) 5N46  
Underwriters Laboratories, Inc., Listed Class "B" (Exterior) 4N08,  
Electric per National Electric Code All  
electric devices are UL Listed Energy  
Star – Roof Coating rated.

**Fire Compliance:**

The FORTS Unit and panels are compliant with the following:

UL 1715 (UBC 17-5) Room Corner Test.

Fire test of Internal Finish Materials as classified by Underwriters Laboratories, Inc.  
File No. R15413.

Class "B" (Full) Exterior Fire Resistances per ASTM E108-91A. Three classes of fire test exposures, spread of flame, intermittent flame and burning Brands.

Classified by Underwriters Laboratories, Inc., File No. R 15373.

Class "A" Spread of Flame for exterior fire resistance, per ASTM E108-07A, Southwest Research, Department of Fire Technology.  
UBC 26-3 Room Fire Test Standard. 15 minutes interior. Southwest Research, Department of Fire Technology.



my sister has been told  
not to go to the hospital  
because of her  
condition. I am  
worried about a surgery  
she must have. I  
will be there for her.  
I love her very much.

VALID ONLY FOR ZIP CODE: 686 S Victory Way  
Riverside, Okcra, Florida 34747  
VALID ONLY FOR: Fort Services  
FOR PERMIT USE WITHIN 14 DAYS OF ENGAGEMENT  
HTC0045-09 CA. 9826

CERTIFIED UP TO:  
+50.26 / -57.01 PSF  
(USE THE ABOVE VALUES  
FOR WINDOW AND DOOR  
SELECTION)

**MWFRS MAXIMUM LOADS:**  
ROOF: -26.77 PSF/+25.77 PSF  
WALLS: -14.13 PSF/+16.92 PSF

THIS CERTIFICATION IS FOR THE  
CONNECTION OF MULTIPLE ELITE  
PORTS, WHICH ARE UNDER SEPARATE  
SUBMITTAL

[illegible][illegible]

Digitally signed by  
Frank Bennardo  
Date: 2020.06.16  
15:25:54 -0400

**ENGINEERING  
EXPRESS**

160 SW 12TH AVENUE, #106  
DIERFIELD BEACH, FL 33442  
P: (954) 354-5660 F: (954) 354-0443  
[WWW.ENGEXP.COM](http://WWW.ENGEXP.COM)

Circle 10 for further details

**A. FRANK L. DENARDI, P.E., INC. INNOVATION**

**FORTS**  
POLYMER SOLUTIONS

**ELITE ALUMINUM CORPORATION**  
4650 LYONS TECHNOLOGY PARKWAY  
COCONUT CREEK, FL 33073  
ELITE FORTS

**FOLD-OUT RIGID TEMPORARY STRUCTURE**

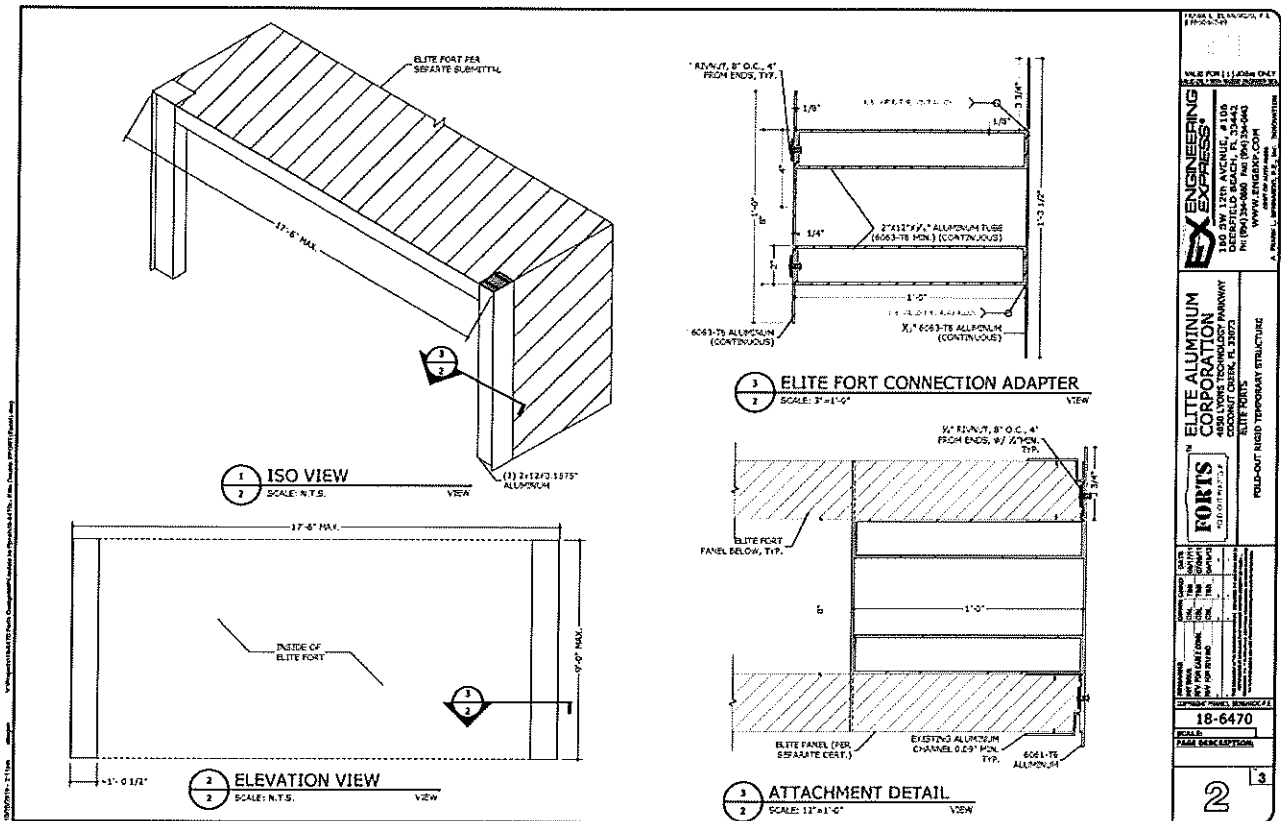
REMARKS	DRIVEN CHD	DATE
RT SQUE	T38	05/17/11
REV FOR CABLE CONN	T38	07/26/11
REV FOR 212 SC	C3L T38	04/16/13

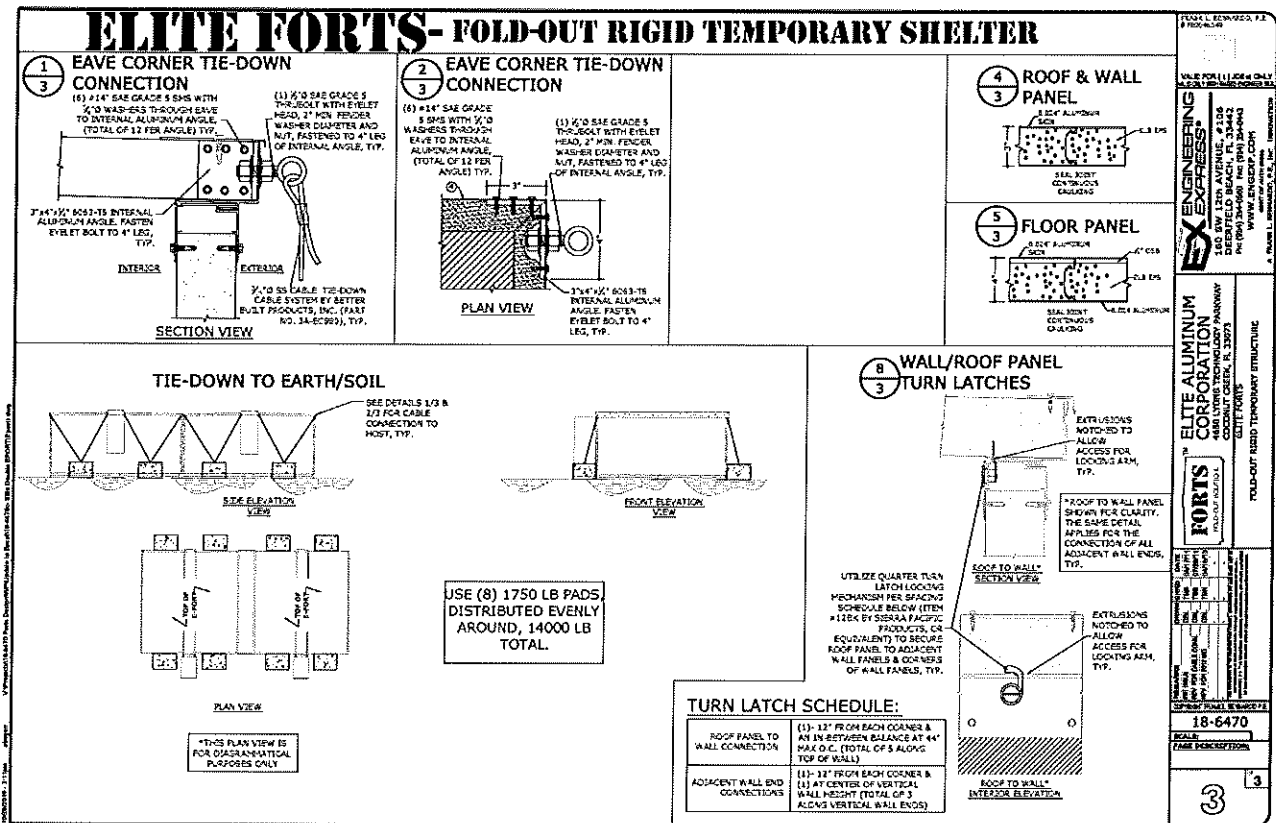
18-6470

PAGE DESCRIPTION:	

1









## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Marcus Pacheco

Sponsor:

Commissioner Shell

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### Agenda Item

Discussion and possible action to award a contract to Freese & Nichols for Development Regulations and Standards Updates pursuant to RFQ 2024-Q03, and authorize staff, and the Criminal District Attorney, Civil Division to negotiate a contract. **SHELL/PACHECO**

### Summary

On May 21, 2024, the Commissioners Court approved specifications and authorized Purchasing to solicit for RFQ 2024-Q03 Development Regulations & Standards Updates.

The Purchasing Office received the following proposals:

Freese & Nichols

Gap Strategies

After evaluation of the proposals and interviews, the evaluation committee's recommendation is to pursue negotiations with Freese & Nichols for Development Regulations and Standards Updates. Upon successful negotiations, the contract will be brought back before court to approve and finalize the contract.

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### Attachments

RFQ 2024-Q03 - Final Tabulation

**RFQ 2024-Q03 Development Regulations & Standards Updates**  
Final Tabulation

Firm	Averages	
	Score	Rank
	90	1
Freese & Nichols	86	2
Gap Strategies		

Firm	Interview Ranking
	Rank
	1
Freese & Nichols	2
Gap Strategies	



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Stephanie Hunt

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Judge Becerra

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### Agenda Item:

Discussion and possible action to identify programming services related to the Hays County Pet Resource, Education, and Research Center for contract negotiations and identify funding. **BECERRA/INGALSBE**

### Summary:

On July 2, 2024 the Commissioners Court awarded a contract to Austin Pets Alive (APA!) pursuant to RFP 2024-P10 and authorized staff to negotiate a contract. The review committee along with the Purchasing Agent and DA Civil Division have been working with APA on contract negotiations. Additionally, on September 17th, the Commissioners Court held discussions related to the Pet Resource Center, including program management, needs and assessments previously completed, land and building needs and potentially partnering with other municipalities. In order to continue providing the resources, education, and programs needed in Hays County, APA! has presented various options for services.

Programming Services and proposed pricing will be provided to the court members for review.

### Fiscal Impact:

Amount Requested: TBD

Line Item Number: N/A

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: TBD

Comments: Funds will need to be allocated from the misc. capital improvement budget once final core services are determined.

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Proposal (RFP) 2024-P10

### Auditor's Office

G/L Account Validated Y/N?: TBD

New Revenue Y/N?:

Comments:

---

**Hays County Commissioners Court**

Date: 10/01/2024

Requested By:

Daphne Tenorio, County Treasurer

Sponsor:

Judge Becerra

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**Agenda Item:**

Discussion and possible action to authorize the Treasurer's Office to hire a temporary Treasury Associate effective October 1 through December 31, 2024 not to exceed 320 hours. **BECERRA/TENORIO**

**Summary:**

The Treasurer's Office has a full-time position that will be out of the office on extended medical leave and requests a temporary position to assist during this time. It is anticipated that the temporary position will be needed full-time for four weeks and may be needed sporadically through the end of the year.

**Fiscal Impact:**

Amount Requested: \$6,321

Line Item Number: 001-620-00]

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Many departments have salary savings due to attrition accumulating during the fiscal year. Recommend monitoring the Treasurer's salary budget to determine if additional funds will be needed and amend the budget at that time.

176	Oct hrs
68	Nov hrs
76	Dec hrs
320	Total hrs
\$5,872	Base Salary (\$18.35 hr)
\$ 449	FICA/Medicare
\$6,321	Total Request

**Purchasing Office:**

Purchasing Guidelines Followed Y/N?: N/A

Comments:

**Auditor's Office**

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

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## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Jennifer Doinoff

Sponsor:

Commissioner Shell

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### Agenda Item

Discussion and possible action to appoint Brian McAuliffe, Cliff Ormiston, and Eric Gutierrez as assistant tabulation supervisors for the November Central Counting Station and revise the Judge/Alternate Judge appointees to accommodate some changes to previous appointees. **SHELL/DOINOFF**

### Summary

See the list attached for review. We have had some Judges/Alternate Judges decline. The party chairs have submitted replacement names for Commissioners Court approval. Assistant Tabulation Supervisors have been appointed by the Tabulation Supervisor to help with Central County duties.

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### Attachments

Appointments

LIST OF PRESIDING AND ALTERNATE JUDGES

I, Jennifer Doinoff, Elections Administrator of Hays County do hereby submit the following persons for appointment as presiding judge and alternate judge for elections conducted by the county as required upon receipt of timely list(s) submitted by the appropriate political party chairs or as recommended by me if no list(s) were submitted timely by party chairs.

<u>Polling Location</u>	<u>Judge</u>	<u>Alternate Judge</u>
Hays County Broadway Dunbar Center	Rose Brooks	Mike Lee
HCISD Main Trans. - Uhland	Nicholas Hoover	Lora DeWolfe
Sinai Pentecostal Church	Larry Hanson	John Enterline
Texas State LBJ Student Center	Sidney Braverman	Karen Molica
San Marcos Housing Authority	Aart Millecum	Mike Dindio
Centro Cultural Hispano	Andrea Maxwell	Melissa Ardon
Simon Middle School	Mark D’antoni	Marc DeBerardino
Calvary Baptist Church	Mary Helen Frazier	Ron Montesano
San Marcos Public Library	Mary Alice Debow	Larry Mock
Yarrington Transportation	Cathryn Reader	James Kannen
Sunfield Station	Karen Enterline	Vikie Simpson
Hays County Pct. 2 Office	Delfina Proctor	Lisa Brown
HCISD Academic Support Center	Susan Best	Randy Hunt
HCISD Child Nutrition Center	Richard Gonzales	Cathy Young
Kimbro Kyle Elementary	Jeff Baldwin	
ACC Hays Campus	June Johnson	Mike Guerra
Plum Creek Amenity Center	Vanessa Westbrook	Gilbert Arismendez
Kyle City Hall	Mahlin Musgrove	Deanna Blake
Kyle Public Library	Mike Rubsam	Dustin Bryant
Philomena Assisted Living Center	Melissa Ronson	Stacy Coon
Texan Academy	George Vanderhule	Linda Rodriguez
Hays County Election Office	Gary Pigg	Tracy Sites
First Baptist Church	Mary Alice Moreno	Robert McMillan
Fire Station # 5	Stephen Belans	Scott Morse
La Cima	Curtis Wayne Taylor	Richard Cusson
Wimberley Community Center	Robert Hernandez	Gloria Quinn
Wimberley VFW 6441	Judy Dunn	Mary Skillman
Brookdale	Patricia Nilsson	Tara Black
Promiseland Church	Katherine Hansen	Raney Southerland
Henly Fire Station	Stephen Jones	Alice Olmstead
South Hays Fire Station #12	Kevin Pata	Cathy Carriker
Carpenter Hill Elementary School	Ronald Carman	
Buda Oaks Assisted Living Center	Delysia Moore	Laura Nunn
Driftwood Community Center	Katheryn Roberts	Linda Burns
Southern Hills	Dale Nave	Beverly Lawrence
DS Ranch Park	Stephanie Jamail	Blinda E. Irby
Jovie Belterra	Lucinda Kapral	Lanita Legan
Belterra Centre	Tony Palmeri	Marvadene Eves
Hays County Pct. 4 Office	Cindy Dally	Barbara Story
Patriots Hall	Rick Brennes	David Palmer
Hays Hills Baptist Church	Mary Clarkson	Rosaura Gomez
Buda Upper Campus	Mike McKie	Mindy Webber
Buda City Hall	Myron Mattison	Janine Smalley
	Rick Adams	Kelly Ann Cato



Early Voting Ballot Board Members appointed at the Hays County Election Board Meeting on July 25, 2024, by the Party Chairs of the County Republican, Democratic and Libertarian Parties and revised on 10/1/2024:

Democrat (31)

Carla Baze, Lesley Lester, Susan Ishibashi, Theresa Kilday, Charles Tubbs, Richard Cronshey, Wayne Taylor, Jonathan Cox, Jeannie Lewis, Maria Lucio, Jim Pendergast, Charles Ellis, Diann McCabe, Vanessa Westbrook, Judy Burns, Bill Burns, Linda Rodriguez, Lori Moya, Linda Nichols, Lizbeth Dobbins, Jon Leonard (Judge), Gerald Haschke, Donna Haschke, Nicholas Hoover, Maria Lucio, Linda Burns, Shannon Fitzpatrick, Jason Hillman, Mike Barker, Shelley Barker, John Hatch

Republican (35)

Alaina (Montes) Carter, Shelley Logan, Steve Thompson, Tony Palmeri, Brian McAuliffe, Jim Kuykendall, Allison Cook, Anita Murphy, Bridget Powel, Janie Frere, Chelsea Collie, Cheryl Coats, Cheryl Serven, Christine Johnson, Cordelia Garza-Gongora, David Boyd, Diana Boyd, Florence Adamson, George Clement, Glenna McIntyre-Speed, Harry Taylor, Jan Sugarman, Jeffrey Usakewicz, Jerry Sugarman, John Corbett, Leigh Napier, Linda Schaffner, Lucy Trainor, Mike O’Dell, Nikola Mirialakis, Pam, Eakin, Rod Anthony, Scott Stevens, Steve Eakin, Debbie Adams, Michelle Lopez (Alt. Judge)

Central Count Appointees

Tabulation Supervisor – Jeff McGill  
Central Count Station Manager – Jennifer Doinoff  
Central Count Station Democratic Judge – Jon Leonard  
Central Count Republican Alternate Judge – Jim Kuykendall



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Sponsor:

Judge Becerra

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### Agenda Item

Discussion and possible action to adopt an order authorizing the sale of fireworks beginning the five days before the first day of Diwali and ending at midnight on the last day of Diwali (October 28-November 1, 2024). **BECERRA**

### 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) The commissioner shall provide for the sale of a retail fireworks permit through an Internet website. A person may purchase a permit on the website. The Texas Department of Insurance shall post a link to the website on the department's Internet website.

(d) Repealed by Acts 2023, 88th Leg., R.S., Ch. 832 (H.B. 2259), Sec. 2, eff. September 1, 2023.

(e) A retail fireworks permit expires on January 31 each year and is not renewable.

(f) Repealed by Acts 2023, 88th Leg., R.S., Ch. 832 (H.B. 2259), Sec. 2, eff. September 1, 2023.

(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;

(3) beginning the Wednesday before the last Monday in May and ending at midnight on the last Monday in May; and

(4) beginning five days before the first day of Diwali and ending at midnight on the last day of Diwali.

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### Attachments

Order



### **ORDER AUTHORIZING DIWALI FIREWORKS SALES**

**WHEREAS**, the Hays County Commissioners Court is authorized under Occupations Code Section 2154.202(h)(4), to adopt an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of Diwali; 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 Diwali period beginning five days before the first day of Diwali (10/28/24) and ending at midnight on the last day of Diwali (11/1/24).

**ADOPTED** by the Hays County Commissioners on this 1<sup>st</sup> day of October 2024.

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Judge Ruben Becerra  
Hays County Judge

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Debbie Gonzales Ingalsbe  
Hays County Commissioner, Pct. 1

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Dr. Michelle Cohen  
Hays County Commissioner, Pct. 2

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Lon A. Shell  
Hays County Commissioner, Pct. 3

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Walt Smith  
Hays County Commissioner, Pct. 4

**ATTEST:**

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Elaine Cardenas, MBA, PhD  
Hays County Clerk



AGENDA ITEM REQUEST FORM: K. 7.

## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Sponsor: Commissioner Ingalsbe

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### Agenda Item

Discussion and possible action to adopt the Hays County FY 2025 Holiday Calendar. **INGALSBE**

### Summary

Consideration and approval of the FY 2025 County Holiday Calendar for Courts and Departments planning purposes.

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### Attachments

Holiday Calendar 2025



## HAYS COUNTY HOLIDAYS FOR 2025

NEW YEARS DAY .....	JAN	01	WED
MARTIN LUTHER KING'S BIRTHDAY.....	JAN	20	MON
PRESIDENT'S DAY.....	FEB	17	MON
GOOD FRIDAY.....	APR	18	FRI
MEMORIAL DAY.....	MAY	26	MON
JUNETEENTH.....	JUN	19	THU
INDEPENDENCE DAY.....	JUL	04	FRI
LABOR DAY.....	SEP	01	MON
INDIGENOUS PEOPLES' / COLUMBUS DAY.	OCT	13	MON
VETERAN'S DAY.....	NOV	11	TUE
THANKSGIVING.....	NOV	26	WED
	NOV	27	THU
	NOV	28	FRI
CHRISTMAS.....	DEC	24	WED
	DEC	25	THU
	DEC	26	FRI

PASSED AND ADOPTED THIS THE 1<sup>st</sup> DAY OF OCTOBER 2024

HAYS COUNTY COMMISSIONERS' COURT

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Commissioner Pct. 1

\_\_\_\_\_  
Commissioner Pct. 2

\_\_\_\_\_  
Commissioner Pct. 3

\_\_\_\_\_  
Commissioner Pct. 4

ATTEST:

\_\_\_\_\_  
COUNTY CLERK



## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

T.CRUMLEY

Sponsor:

Commissioner Ingalsbe

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### Agenda Item:

Discussion and possible action to authorize the execution of an amendment to the Interlocal Agreement with Guadalupe-Blanco River Authority (GBRA) regarding the implementation of the Plum Creek Watershed Protection Plan (PCWPP).

INGALSBE/T.CRUMLEY

### Summary:

This amendment provides for the hiring of a Watershed Coordinator for the implementation of the Plum Creek Water Protection Plan. The designated Managing Partner, GBRA, will employ and house the position. All agencies participating in the Interlocal Agreement have agreed to this amendment. There will be no cost increase for Hays County.

### Fiscal Impact:

Amount Requested: \$2,698

Line Item Number: 001-712-00.5448

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Government Code 791: Interlocal Cooperation Contracts

### Auditor's Office:

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

New Revenue Y/N?: N/A

Comments:

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## Attachments

Amendment to Interlocal Agreement

**INTERLOCAL AGREEMENT AMENDMENT AMONG  
HAYS COUNTY, CALDWELL COUNTY, CITY OF LULING, CITY OF KYLE,  
CITY OF BUDA, CITY OF LOCKHART, CITY OF UHLAND,  
GUADALUPE-BLANCO RIVER AUTHORITY, PLUM CREEK CONSERVATION DISTRICT,  
AQUA WATER SUPPLY CORPORATION, CALDWELL-TRAVIS SOIL AND WATER  
CONSERVATION DISTRICT #304, AND HAYS COUNTY SOIL AND WATER  
CONSERVATION DISTRICT #351, REGARDING IMPLEMENTATION OF THE PLUM CREEK  
WATERSHED PROTECTION PLAN**

This Interlocal Agreement Amendment (“Amendment”) is made and entered into, effective the \_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”) by and among Hays County, Texas (“Hays County”); Caldwell County, Texas (“Caldwell County”); City of Luling (“Luling”); City of Kyle (“Kyle”); City of Buda (“Buda”); City of Lockhart (“Lockhart”); City of Uhland (“Uhland”); Guadalupe-Blanco River Authority (“GBRA”); Plum Creek Conservation District (“PCCD”); Aqua Water Supply Corporation (“Aqua Water”); Caldwell-Travis Soil and Water Conservation District #304 (“Caldwell-Travis SWCD”); and Hays County Soil and Water Conservation District #351 (“Hays County SWCD”); jointly known as the “Financing Parties.” This Amendment is entered into by the Financing Parties pursuant to the authority granted and in compliance with the provisions of the “Interlocal Cooperation Act,” as amended, Chapter 791, Texas Government Code. This Amendment is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

WHEREAS in 2006, the Plum Creek Watershed Partnership (“PCWP”) was established to restore and protect the water quality in Plum Creek, a tributary of the San Marcos River in the Guadalupe River Basin of Texas, and each Financing Party named above has representatives on the PCWP Steering Committee that is described in and operates under the PCWP Ground Rules originally dated May 5, 2006 and updated in 2023 (“Ground Rules”), throughout that time; and

WHEREAS since that time several million dollars have been dedicated to the development and implementation of the highly recognized Plum Creek Watershed Protection Plan (“WPP”); and

WHEREAS the Plum Creek WPP is a roadmap to restore water quality in Plum Creek and includes recommendations on data collection and water quality monitoring, implementation of best management practices to address pollution from agriculture and urban sources, and outreach and education; and

WHEREAS the Plum Creek WPP satisfies the U.S. Environmental Protection Agency’s (“EPA”) guidelines and expectations for a WPP; and

WHEREAS the Plum Creek Watershed Coordinator (“PCWP Watershed Coordinator”), through an existing grant from the Texas State Soil and Water Conservation Board (“TSSWCB”), EPA, and the Financing Parties, payable and available to the PCWP Watershed Coordinator, facilitates the PCWP; secures additional funding through writing grants; tracks the progress of implementing the Plum Creek WPP; and reports water quality trends resulting from implementation of the Plum Creek WPP; and

WHEREAS on July 11, 2011, the Financing Parties entered into the Interlocal Agreement Among Hays County, Caldwell County, Luling, Kyle, Buda, Lockhart, Uhland, GBRA, PCCD, Aqua Water, Caldwell-

Travis SWCD, and Hays County SWCD for the protection of the Plum Creek Watershed (“Interlocal Agreement”); and

WHEREAS on June 7, 2023, the Financing Parties entered into the Amendment and Renewal of the Interlocal Agreement Among Hays County, Caldwell County, Luling, Kyle, Buda, Lockhart, Uhland, GBRA, PCCD, Aqua Water, Caldwell-Travis SWCD, and Hays County SWCD, regarding implementation of the Plum Creek Watershed Protection Plan (“Renewal and Extension”); and

WHEREAS, GBRA and the other parties now intend to classify the PCWP Watershed Coordinator as an employee of GBRA. GBRA will provide health and retirement benefits via its annual budget and the existing grants and interlocal funding will provide annual compensation; and,

WHEREAS the Financing Parties desire to ensure continued implementation of the Plum Creek WPP;

NOW THEREFORE, the Financing Parties have mutually agreed to amend the Interlocal Agreement and to proceed as follows:

## **ARTICLE I PCWP WATERSHED COORDINATOR**

The Financing Parties agree to continue their support for the funding of a PCWP Watershed Coordinator for implementation of the Plum Creek WPP. Such program will continue to be the responsibility of the PCWP.

## **ARTICLE II MANAGING PARTNER**

GBRA was designated as Managing Partner by the PCWP Steering Committee, following the execution of the Interlocal Agreement in 2011, and will continue to serve in this role. The Managing Partner will be responsible for updating the job description and responsibilities of the PCWP Watershed Coordinator, as needed, with input from the PCWP Steering Committee when requested by GBRA. The PCWP Steering Committee will continue to follow the Ground Rules.

The Managing Partner will employ the PCWP Watershed Coordinator. The Managing Partner will hire any subsequent PCWP Watershed Coordinators in the event that the position becomes vacant. The PCWP Watershed Coordinator will be housed at the GBRA office located in Seguin, Texas..

## **ARTICLE III PLUM CREEK WATERSHED COORDINATOR**

The primary responsibilities of the PCWP Watershed Coordinator are stated and listed in Attachment A to this Amendment. Additionally, various other tasks of the PCWP Watershed Coordinator are stated and listed on Attachment B.



#### **ARTICLE IV FUNDING**

Any payments made by or financial obligations of any Financing Party relating to this Amendment shall be made from current revenues available to the Financing Party and shall be made to the Managing Partner. The Managing Partner is authorized to deposit all funds received from Financing Partners pursuant to this Amendment in applicable bank accounts and is authorized to spend such funds to implement this Amendment in accordance with the approved budget. The Financing Parties agree that the estimated annual budget balance, not including a grant reward, is approximately \$48,000.00 with said amount being allocated among several Financing Parties in accordance with Attachment C to this Amendment.

The Financing Parties further agree that other opportunities for funding shall be actively pursued by the PCWP Steering Committee, the Managing Partner, and PCWP Watershed Coordinator throughout the term of this Amendment. Other sources of funding which shall be pursued include, but are not limited to, federal, state, non-profit, non-government affiliated private or public grants, and other state and federal funding opportunities.

#### **ARTICLE V STATISTICS AND DOCUMENTS**

The Managing Partner shall properly, accurately, and completely maintain all documents, papers, records, and other evidence regarding implementation of this Amendment. To further the purpose of cooperative administration of the activities described within this Amendment, the Managing Partner agrees, if requested, to make documents and record materials associated with expenditures under this Amendment available to each Financing Party, upon reasonable notice, and as often as each Financing Party may require for purpose of inspection, examination, and/or copying of same.

The Managing Partner shall maintain and retain a complete set of any and all documents, papers, records, and other evidence produced as a result of this Amendment and ensure that this Amendment is publicly available in the form of a PDF version of this Amendment on the PCWP website. If necessary, a reproduction of a document may be submitted and it shall be so marked.

#### **ARTICLE VI DISPUTES**

The Financing Parties agree to use due diligence to cooperate and communicate with each other to resolve any and all disputes which may arise under this Amendment. The Financing Parties agree that before they exercise the termination rights described in Article VIII, they will attempt to resolve the dispute and will allow the non-disputing Financing Parties the opportunity to cure the alleged dispute. In the event they are unable to do so, the Financing Parties agree to mediate the dispute prior to exercising their termination rights.

#### **ARTICLE VII TERM**

This Amendment shall be effective on the date the last of the Financing Parties signs this Agreement (the "Effective Date") with the financing obligation described commencing for a period of one year beginning on the Effective Date. The term of this Amendment shall be automatically renewed each year for the duration

of the federal grant funding provided through the TSSWCB, unless terminated earlier, as provided in Article VIII or amended as provided in Article IX.

## **ARTICLE VIII TERMINATION**

Termination of this Amendment shall coincide with the termination of federal grant funding provided through the TSSWCB and EPA. In the event a Financing Party to this Amendment determines it is in the best interest of that Financing Party to withdraw from this Amendment, the Financing Party may withdraw by giving written notice of such intent to the remaining Financing Parties at the addresses provided in Section X of this Amendment no later than May 31 of the calendar year.

The withdrawing Financing Party shall cooperate with the remaining Financing Parties to achieve a proper transition time period to allow the remaining Financing Parties to restructure the contributions provided by the remaining Financing Parties. The withdrawing Financing Party shall remain liable for such Financing Party's allocated share of the budget for and including the entire PCWP fiscal year prior to such Financing Party's withdrawal.

## **ARTICLE IX AMENDMENT**

No amendment, modification, or alteration of the terms of this Amendment shall be binding unless it is in writing, dated subsequent to the date hereof, and be agreed to and duly executed by each of the Financing Parties after official action by each of the respective governing bodies of the Financing Parties.

## **ARTICLE X NOTICES**

Notices to any Financing Party required or appropriate under this Amendment shall be deemed sufficient if in writing and mailed to the following addresses, USPS postage prepaid.

**To Hays County.** Notices to Hays County shall be addressed to:

Hays County Judge  
Hays County  
111 East San Antonio Street, Suite 300  
San Marcos, TX 78666

and to such other addresses as may hereafter be designated in writing by the Hays County Judge.

**To Caldwell County.** Notices to Caldwell County shall be addressed to:

Caldwell County Judge  
Caldwell County  
110 South Main Street  
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the Caldwell County Judge.

**To Luling.** Notices to Luling shall be addressed to:

City Manager  
City of Luling  
509 East Crockett  
Luling, TX 78648

and to other such addresses as may herein be designated in writing by the City Manager of Luling.

**To Kyle.** Notices to Kyle shall be addressed to:

City Manager  
City of Kyle  
100 West Center Street  
Kyle, TX 78640

and to other such addresses as may herein be designated in writing by the City Manager of Kyle.

**To Buda.** Notices to Buda shall be addressed to:

City Manager  
City of Buda  
405 E. Loop Street, Building 100  
Buda, TX 78610

and to other such addresses as may herein be designated in writing by the City Manager of Buda.

**To Lockhart.** Notices to Lockhart shall be addressed to:

City Manager  
City of Lockhart  
P.O. Box 239  
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the City Manager of Lockhart.

**To Uhland.** Notices to Uhland shall be addressed to:

City Secretary  
City of Uhland  
15 N. Old Spanish Trail  
Uhland, TX 78640

and to other such addresses as may herein be designated in writing by the City Secretary of Uhland.

**To GBRA.** Notices to GBRA shall be addressed to:

General Manager  
Guadalupe-Blanco River Authority  
2225 E. Common St.  
New Braunfels, TX 78130

and to such other addresses as may herein be designated in writing by the General Manager of GBRA.

**To Plum Creek Conservation District.** Notices to Plum Creek Conservation District shall be addressed to:

Executive Manager  
Plum Creek Conservation District  
1101 W. San Antonio Street  
Lockhart, TX 78644

**To Aqua Water Supply Corporation.** Notices to Aqua Water Supply Corporation shall be addressed to:

General Manager  
Aqua WSC  
415 Old Austin Hwy  
Drawer P  
Bastrop, TX 78602

**To Caldwell-Travis SWCD.** Notices to Caldwell-Travis SWCD shall be addressed to:

Chairman  
Caldwell-Travis SWCD #304  
111 E Martin Luther King Jr Industrial Blvd, Suite B  
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the Chairman of Caldwell-Travis SWCD.

**To Hays County SWCD.** Notices to Hays County SWCD shall be addressed to:

Chairman  
Hays County SWCD #351  
326 Cheatham Street  
San Marcos, TX 78666-6912

and to other such addresses as may herein be designated in writing by the Chairman of Hays County SWCD.

## **ARTICLE XI RELATIONSHIP OF FINANCING PARTIES**

Nothing contained herein shall be deemed or construed by the Financing Parties, or by any third party, as creating the relationship of principal and agent, joint venture, or any other similar relationship among the Financing Parties. It is understood and agreed that no provisions contained herein nor any acts of the Financing Parties hereto create a relationship among the Financing Parties other than that of independent contractor. In keeping with the provision of its services as an independent contractor, each Financing Party shall be responsible for its respective acts or omissions. No Financing Party has the authority to bind the other Financing Parties or to hold out to third parties that it has the authority to bind the other Financing Parties separately or collectively.

## **ARTICLE XII APPLICABLE LAW**

This Amendment shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Financing Parties created hereunder are performable in the counties of Guadalupe, Hays, Travis, or Caldwell, Texas.

## **ARTICLE XIII LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such shall not affect any other provisions hereof and this Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **ARTICLE XIV COMPLIANCE WITH LAWS AND ORDINANCES**

The Financing Parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the work or services to be performed under this Amendment. The Financing Parties acknowledge that they are each subject to the Texas Public Information Act and the exceptions stated in such Act.

## **ARTICLE XV PARTIES BOUND**

This Amendment shall be binding upon and inure only to the benefit of the Financing Parties hereto and their respective successors and assigns where permitted by this Amendment.

## **ARTICLE XVI DEFINITIONS**

The “Financing Parties” means the entities that have executed this Amendment in their separate capacities.

The “Plum Creek Watershed Partnership” or “PCWP” means an unincorporated entity operating under the “PCWP Ground Rules.”

The “PCWP Steering Committee” is the group of individuals listed in the Ground Rules document, that directs the actions of the “Plum Creek Watershed Partnership” in accordance with the “PCWP Ground Rules” and with the terms of this Amendment.

The “Managing Partner” is the person or entity selected by the PCWP Steering Committee to be, and operates as, the managing partner of the PCWP and has the duties and responsibilities described in both the “PCWP Ground Rules” and in this Amendment.

In Witness Whereof, the Financing Parties have executed in multiple originals, each of which shall have the full force and effect of an original, this Amendment.

## Hays County

By: \_\_\_\_\_

Date: \_\_\_\_\_

## Caldwell County

By: \_\_\_\_\_

Date: \_\_\_\_\_

## City of Luling

By: \_\_\_\_\_

Date: \_\_\_\_\_

## City of Kyle

By: \_\_\_\_\_

Date: \_\_\_\_\_

## City of Buda

By: \_\_\_\_\_

Date: \_\_\_\_\_

## City of Lockhart

By: \_\_\_\_\_

Date: \_\_\_\_\_

## City of Umland

By: \_\_\_\_\_

Date: \_\_\_\_\_

## Guadalupe-Blanco River Authority

By: \_\_\_\_\_

Date: \_\_\_\_\_

## Plum Creek Conservation District

By: \_\_\_\_\_

Date: \_\_\_\_\_

## Aqua Water Supply Corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

## Caldwell-Travis SWCD #304

By: \_\_\_\_\_

Date: \_\_\_\_\_

## Hays County SWCD #351

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**  
**PRIMARY RESPONSIBILITIES OF PLUM CREEK WATERSHED COORDINATOR**

- Work with counties, cities, local boards and businesses to implement management measures identified in the Plum Creek WPP to improve water quality and develop funding mechanisms for putting them in place.
- Work with state and federal agencies and organizations, as appropriate, to bring technical and financial resources to the watershed.
- Pursue external funding to reduce or cover costs for the project (salary and operating).
- Track and document implementation efforts to assess progress toward established goals in the WPP.
- Evaluate water quality data to monitor progress and determine the need for new approaches.
- Coordinate and conduct water resources and related environmental outreach education efforts across the watershed, including organizing training programs and participating in local community clean-up events.
- Develop publications (e.g., newspaper, newsletter, factsheets), and website content to promote and communicate watershed efforts.
- Conduct regular stakeholder meetings, including PCWP Steering Committee and Work Group, throughout the watershed to gather and incorporate local input and encourage citizen participation.
- Provide Counties, Cities and other partners with regular updates on progress, and seek their input and recommendations on needed activities.



## **ATTACHMENT B PLUM CREEK WATERSHED COORDINATOR TASKS**

### **Agriculture**

- Coordinate with Soil and Water Conservation District Technician
- Secure funding to support financial incentive programs
- Organize, promote and participate in Texas AgriLife Extension Service education workshops and training events
- Develop and deliver educational programs on agriculture nonpoint source best management practices
- Develop and disseminate factsheets and other education materials (e.g., videos, slide sets) to promote adoption and proper management of best management practices
- Facilitate soil and water testing campaigns; conduct interpretive educational events
- Coordinate development of grant proposals
- Monitor and report progress of conservation practice program implementation
- Identify and implement innovative strategies to facilitate practice adoption and sustained management

### **Feral Hogs**

- Coordinate with Wildlife Extension Feral Hog Education Specialist
- Monitor and facilitate citizen use of the online reporting system to track feral hogs sightings and damage
- Facilitate delivery of updates on progress to County officials and other stakeholders
- Deliver education programs at workshops and other events
- Facilitate and assist with development and distribution of educational resources (e.g., factsheets, videos, etc.)
- Coordinate with Texas Wildlife Services to facilitate hog control efforts
- Monitor and report progress of feral hog programs and identify proactive strategies

### **Urban Stormwater**

- Work with city officials to identify programs and projects to mitigate stormwater nonpoint source
- Assist cities with development of grant proposals
- Assist city personnel with existing TCEQ CWA §319(h) nonpoint source projects in Kyle and Lockhart
- Facilitate stormwater management practice demonstrations
- Secure, develop and/or assist with the preparation and distribution of educational resources including factsheets, videos, slide sets, etc.
- Coordinate Sports Athletic Field Education (SAFE) workshops
- Coordinate community cleanup events and participate in environmental fairs in Kyle, Lockhart, and Luling

- Facilitate pet waste management outreach
- Monitor and report progress of urban nonpoint source programs and identify proactive strategies

## Wastewater

- Coordinate septic system management workshops for homeowners and installer/ maintenance providers
- Assist cities and counties with Texas Water Development Board applications for wastewater infrastructure projects; including State Revolving Fund
- Facilitate fats, oils, and grease (FOG) workshops
- Interact with wastewater treatment facilities (WWTFs) to pursue voluntary permit upgrades
- Promote and assist with research efforts to determine and mitigate contributions from WWTF
- Pursue implementation of an unannounced inspection program for WWTFs
- Assist counties with expansion of inspection/enforcement programs for septic systems
- Develop and deliver educational resources and programs regarding the need for and methods of septic system management

## General Partnership Duties

- Coordinate and conduct quarterly PCWP Steering Committee meetings and Work Group meetings as needed
- Actively promote widespread awareness and involvement in project implementation by stakeholders across the watershed
- Conduct regular communication with the PCWP and respond to stakeholder questions and concerns
- Facilitate communication and coordination among team members from all agencies and organizations
- Identify funding opportunities and develop and submit grant proposals to support implementation
- Perform quarterly analysis of targeted and routine water quality monitoring data
- Track management practice implementation across the watershed, both as a result of the project and external efforts
- Manage implementation grants; generate quarterly progress reports for grants and other funding sources
- Prepare the biennial update of the Plum Creek WPP including progress in implementation and needed modifications to goals and milestones
- Produce and distribute publications highlighting watershed implementation activities and specific best management practices
- Produce and distribute a quarterly newsletter
- Manage and update PCWP website content
- Manage and update Facebook site and Instagram page

- Produce and distribute press releases regarding key issues, programs and project efforts in the watershed
- Provide radio interviews regarding watershed developments; pursue a weekly radio program to discuss project efforts and public action
- Provide regular updates to city councils, county commissioner's courts, PCCD, soil and water conservation districts, TSSWCB, TCEQ, and other partner agencies, groups and organizations
- Develop material for inclusion in the TCEQ-TSSWCB Annual Report on Managing NPS Pollution in Texas and the GBRA CRP Basin Highlights Report and Basin Summary Report
- Facilitate adoption of appropriate city and county ordinances
- Perform advisory role in Central Texas Green Printing, regional water and wastewater studies, and other regional planning efforts on behalf of the PCWP
- Interact with ongoing local school water quality monitoring projects
- Participate in annual community events and festivals (Luling Foundation Field Day, Great Texas River Cleanup, Luling Watermelon Thump, etc.) to promote citizen interaction to implement the WPP
- Facilitate special household hazardous waste and agricultural waste pesticide collection events
- Facilitate ongoing illegal dumping management programs
- Coordinate periodic tours/field days in the watershed for stakeholders and agency partners to demonstrate project efforts
- Pursue opportunities for increased public awareness including roadway signs, billboards, special events, etc.

**ATTACHMENT C**  
**FINANCING PARTIES ANNUAL COST BREAKDOWN**

<b>Entities</b>	<b>Total</b>
Caldwell County*	\$6,000.00
Hays County	\$2,698.00
Kyle	\$5,148.00
Lockhart	\$2,686.00
Luling	\$1,017.00
Buda	\$1,391.00
GBRA	\$15,241.00
PCCD	\$12,287.00
Uhland	\$116.00
Aqua Water	\$1,416.00
<b>Total</b>	<b>\$48,000.00</b>

\*In-kind contribution



AGENDA ITEM REQUEST FORM: **L. 1.**

## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Sponsor:

Judge Becerra

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### Agenda Item

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

**BECERRA**

### Summary

Additional information will be provided during Executive Session.

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AGENDA ITEM REQUEST FORM: L. 2.

## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Sponsor:

Judge Becerra

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### 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 Cat Tree, Project Radiata, Project Curious Cosmo and Project Fire Engine Red. Possible discussion and/or action may follow in open court. **BECERRA**

### Summary

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## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Shell

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### Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel regarding the Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association (HCLEA); and consultation with counsel and deliberation regarding all individual positions subject to said Collective Bargaining Agreement. Possible discussion and/or action may follow in open Court. **INGALSBE/SHELL**

### Summary

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## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Sponsor:

Commissioner Cohen

Co-Sponsor:

Commissioner Ingalsbe

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### Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the employment, duties, and establishment of County Administrator and Health Director positions. Possible discussion and/or action may follow in open court. **COHEN/INGALSBE**

### Summary

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AGENDA ITEM REQUEST FORM: **L. 5.**

## Hays County Commissioners Court

Date: 10/01/2024

Requested By:

Sponsor:

Commissioner Shell

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### Agenda Item

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. **SHELL**

### Summary

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