

**Commissioners Court -- FEBRUARY 25, 2025  
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 **FEBRUARY 25, 2025**, 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. Presentation of Hays County Service and Retiree Awards. **BECERRA**
2. Presentation of the Student Ambassadors from the Hays County Crime Stoppers Leadership program. **INGALSBE/COHEN**

**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 disbursements. **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 the payment of the February 28, 2025 payroll disbursements in an amount not to exceed \$5,500,000.00 effective February 28, 2025 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/BLANCO**
5. Approve Commissioners Court Minutes of February 11, 2025. **BECERRA/CARDENAS**
6. Accept the delivery of the Auditor's Office Quarterly and Annual Internal Examination Reports. **VILLARREAL-ALONZO**
7. Approve out-of-state travel for four Sheriff's Office employees to attend the Navigator Conference beginning April 14-18, 2025, in Orlando, FL. **INGALSBE/HIPOLITO**

8. Approve out-of-state travel to send six members of the Sheriff's Honor Guard to National Police Week beginning May 11-16, 2025, in Washington D.C. and amend the budget accordingly. **SMITH/HIPOLITO**
9. Accept the 2024 Racial Profiling Report for the Hays County Sheriff's Office. **INGALSBE/HIPOLITO**
10. Authorize the Jail to use existing funds for services with Enviromatic Systems, Inc. related to an energy management system valued at \$14,640.21 and amend the budget accordingly. **INGALSBE/HIPOLITO**
11. Approve out of state travel for Kate Blankenship in the Texas Agrilife Extension Office to attend the Texas A&M Extension Professional Development Visit on March 25-27, 2025 in Athens, Georgia.  
**INGALSBE/BLANKENSHIP**
12. Accept the 2024 Racial Profiling Report from the Hays County Constable's Office, Precinct 1.  
**INGALSBE/PETERSON**
13. Accept the 2024 Racial Profiling Report from the Hays County Constable's Office, Precinct 3.  
**HAMMER/MONTAGUE**
14. Authorize the execution of the 2025 annual agreement between Plateau Land & Wildlife Management and Hays County in the amount of \$6,360.06 for the annual wildlife management services for the Gay Ruby Dahlstrom Nature Preserve. **COHEN/T.CRUMLEY**
15. Authorize the Health Department to purchase one new vaccine freezer and two new vaccine refrigerators in the amount of \$6,583.25 from K2 Scientific, the second-lowest quote. **COHEN/T.CRUMLEY**
16. Authorize expenditures of up to \$1,500.00 for a public Easter Egg Hunt Event to be held on the Courthouse Grounds on April 19, 2025, and amend the budget accordingly. **BECERRA**
17. Approve the purchase of (5) Heavy Duty workbenches with casters for use in the warehouse at the Elections Building for a total of \$4,111.44 and amend the budget accordingly. **BECERRA/DOINOFF**
18. Authorize the acceptance of a grant award from the Department of Justice, FY24 State Criminal Alien Assistance Program in the amount of \$81,265.00. **INGALSBE/T.CRUMLEY/HIPOLITO**
19. Authorize Commissioner Pct. 1 to purchase one Dell Optiplex 7020 desktop computer totaling \$1,129.00 and amend the budget accordingly. **INGALSBE**
20. Approve Utility Permits. **INGALSBE/HAMMER/MOCZYGEMBA**
21. Accept donations totaling \$11,600.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE**
22. Authorize out of state travel for the County Court at Law Judge #3, AOT Program Administrator and Hill Country MHDD representative to attend the 2025 National AOT Symposium & Learning Collaborative on March 27-28, 2025 in Anapolis, Maryland. **COHEN/BROWN**
23. Authorize additional funding for the Commissioner Pct. 2 Office related to the 91st Annual South Texas County Judges & Commissioners Association Conference held in Corpus Christi, Texas on June 2nd through June 5th and amend the budget accordingly. **COHEN**
24. Authorize payment to Lester's Shop for \$6,514.23 related to hail damage vehicle repairs for the Criminal District Attorney's Office in which no purchase order was issued as required per the Hays County Purchasing Policy.  
**BECERRA/HIGGINS**
25. Ratify the approval of the renewal of IFB 2023-B15 Regulatory Road Signs for one (1) additional year with Road Safe Traffic Systems, Lightle Enterprises of Ohio, LLC, Pathmark Traffic Equipments, LLC, and Vulcan Signs.  
**BECERRA/MOCZYGEMBA**
26. Approve the renewal of RFP 2024-P06 HVAC - Preventative Maintenance and Repair Services, Countywide with SI Mechanical, LLC for one (1) additional year, effective February 6, 2025. **BECERRA/T.CRUMLEY**
27. Approve the contract extension of RFP 2020-P03 Inmate Commissary Services with Keefe Group Network for a period not to exceed thirty-one (31) days. **INGALSBE/HIPOLITO**



28. Authorize the execution of a Termination Notice to Vera Institute of Justice, Inc. related to Jail Dashboard Software Services for the Hays County Sheriff's Office. **COHEN/HIPOLITO**
29. Approve the rejection of all proposals related to RFP 2025-P04 Jail Dashboard Software. **COHEN/HIPOLITO**
30. Approve the Texas Caldo Cook-Off event on the courthouse grounds sponsored by Hill Country Cook-Off Association to be held on March 1st, 2025, that shall include commercial vendors in accordance with the Hays County Property Use Policy. **BECERRA**

H. 

<b>ACTION ITEMS</b>
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I. 

<b>SUBDIVISIONS</b>
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1. PLN-2673-PC; Hold a Public Hearing; regarding Hallett Entjer Subdivision, Replat of Lots 1 & 2. **INGALSBE/PACHECO**
2. PLN-2683-PC; Hold a Public Hearing regarding the Dripping Springs Ranch, Ph 2, Lot 1B, Replat. **SMITH/PACHECO**
3. PLN-2433-PC; Call for a Public Hearing on March 25th, 2025 regarding Castro's Addition, Lot 1, Replat. **INGALSBE/PACHECO**

J. 

<b>MISCELLANEOUS</b>
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1. Discussion and possible action to authorize the execution of Addendum No. 1 with BI Incorporated related to Portable Alcohol Monitors for the Judicial Services Division. **COHEN/INGALSBE/FACUNDO**
2. Discussion and possible action to appoint Kate Esqueda, MPH, CHES and Marissa Lozano, MPH to the Core Four Task Force. **INGALSBE/T.CRUMLEY**
3. Discussion and possible action to authorize the execution of an Agreement to Provide Joint Funding in the amount of \$47,668.00 for the Provision of Youth Services between Hays County, Texas State University, San Marcos CISD, and the City of San Marcos, related to the joint funding of a youth services director for the education of local youth. **BECERRA/INGALSBE/T.CRUMLEY**
4. Discussion and possible action to recognize the establishment of the Hays County Mental Health Coordinating Committee. **INGALSBE/T.CRUMLEY**
5. Discussion and possible action to authorize a Transportation Lead, Leah Della Ragione, to take home a county issued vehicle to her residence outside the County. **INGALSBE/MOCZYGYEMBA**
6. Discussion and possible action authorizing the execution of an Interlocal Cooperation Contract between Hays County and the Department of Public Safety (DPS) related to expedited drug analysis of evidence submitted by Hays County. **SMITH**
7. Discussion and possible action to authorize the Human Resources Office to double-fill the Human Resources Director position for a 1-month period, effective March 3rd through March 31st. **COHEN/MILLER**
8. Discussion and possible action to establish one new Judicial Services Officer I/Family Liaison position grade 117 for the Juvenile Services Division effective March 1, 2025 and amend the budget accordingly. **INGALSBE/FACUNDO**
9. Discussion and possible action to review and approve a preliminary Hays County budget calendar for Fiscal Year 2026. **BECERRA/BLANCO**
10. Discussion and possible action to execute a contract for the County Court at Law Mental Health Specialty Court Program with Philip Carolina M.Ed., QMHP, QMRP, ABA, VRC to provide Disability and Benefit Navigation services. **COHEN/BROWN**

11. Discussion and possible action to execute a Memorandum of Understanding for the Hays County Mental Health Specialty Court Assisted Outpatient Treatment (AOT) Program with Texas Oaks Psychiatric Hospital, LP dba Austin Oaks Hospital, Deblin Health Concepts & Associates, LLC, Evoke Wellness, and Philip Carolina, M.Ed., QMHP, QMRP, ABA, VRC. **COHEN/INGALSBE/BROWN**
12. Discussion and possible action to award RFP 2025-P06 Inmate Commissary Services to Keefe Commissary Network and authorize staff and the Criminal District Attorney, Civil Division to negotiate a contract. **INGALSBE/HIPOLITO**
13. Discussion and possible action to award a contract for RFQ 2025-Q02 General Engineering Consultant - 2024 Road Bond to HNTB Corporation and authorize staff and the Criminal District Attorney, Civil Division to negotiate a contract. **INGALSBE/SMITH**
14. Discussion and possible action to authorize the execution of an Interlocal Agreement between Hays County and Kerr County for specified hearings to be held in Kerr County, Texas. **SMITH**
16. Discussion and possible action to adopt a resolution of the court providing direction and guidance on groundwater certification waivers. **SMITH/PACHECO**

K.

#### **EXECUTIVE SESSIONS**

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

1. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. **BECERRA**
2. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the duties and employment of the Hays County Health Department Director. Possible discussion and/or action may follow in open Court. **COHEN**

L.

#### **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 related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
2. Discussion and possible action related to the burn ban. **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**
4. Discussion and possible action related to proposed bills in the 89th Regular Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071. **SMITH**

M. **ADJOURNMENT**

**Posted by 5:00 o'clock P.M. on the 21st day of February, 2025  
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: 02/25/2025

Requested By:

Jeter

Sponsor:

Judge Becerra

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### Agenda Item

Presentation of Hays County Service and Retiree Awards. BECERRA

### Summary

Hays County Service and Retiree Awards

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### Attachments

February 2025 Service & Retiree Awards

## February 2025 Employee & Retiree Service Awards

Name	Department	Years
RODGERS, DELANA	County Clerk	30
HERNANDEZ, ERICA	Sheriff's Office	25
THOMPSON, TIMOTHY	Juvenile Probation	20
RAMIREZ, PATRICIA	Sheriff's Office	20
MORENO, RAUL	Transportation	20
BATISTE BELL, FELICIA	Juvenile Detention Center	10
RAMIREZ, JOHN	Transportation	10
LOPEZ, BIANCA	District Attorney's Office	5
TORRES, ROBERT	District Attorney's Office	5
JONES, KRISTEN	Emergency Management	5
LOOS, LANCE	Maintenance Department	5
CRUMLEY, GRACIELA	Sheriff's Office	5
SCHULLE, JENNIFER	Sheriff's Office	5
UPTON, ANDREW	Constable Pct 2 Office	1
BEDOLLA, CAROLINA	Development Services	1
PAIZ-TABASH, WILLIAM	Emergency Management	1
AROCHO, DAMARIS	Juvenile Detention Center	1
BANDA, JOSHUA	Juvenile Detention Center	1
GEORGIEFF, MICHAEL	Juvenile Detention Center	1
ALMARAZ, MANUEL	Personal Health	1
BURNS, JONATHAN	Sheriff's Office	1
YRAZOQUI, MARCOS	Sheriff's Office	1
JARRETT, ALANA	Sheriff's Office	1
LUCAS, CASEY	Sheriff's Office	1
PARRIS, RAYMOND	Sheriff's Office	1
SCHIBER, BRANDY	Sheriff's Office	1
REYNOLDS, TERRY	Transportation	1
SILVA, DERICK	Transportation	1

RETIREES		
CASTRO, RACHEL	Constable Pct 2	8 yrs
RODGERS, DEEDEE	County Clerk	30 yrs
MORENO, RAUL	Transportation	20 yrs



AGENDA ITEM REQUEST FORM: F. 2.

## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Cohen

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### Agenda Item

Presentation of the Student Ambassadors from the Hays County Crime Stoppers Leadership program. INGALSBE/COHEN

### Summary

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

## **Hays County Commissioners Court**

**Date:** 02/25/2025

**Requested By:**

Dorsett and Blanco Budget Officer

**Sponsor:**

Judge Becerra

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### **Agenda Item**

Approve the payment of the February 28, 2025 payroll disbursements in an amount not to exceed \$5,500,000.00 effective February 28, 2025 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/BLANCO**

### **Summary**

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

## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

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### Agenda Item

Approve Commissioners Court Minutes of February 11, 2025. **BECERRA/CARDENAS**

### Summary

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### Attachments

2-11-2025 Minutes



HAYS COUNTY COMMISSIONERS COURT MINUTES



FEBRUARY 11, 2025

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 11th DAY OF FEBRUARY A.D., 2025, 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
MORGAN HAMMER	COMMISSIONER, PCT. 3
WALT SMITH	COMMISSIONER, PCT. 4
LILLIAN BALDERRAMA	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. Commissioner Smith gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags.

**PUBLIC COMMENTS**

*Alex Tai made a public comment concerning protesting property appraisal values given by the Hays Central Appraisal District and issues with his property appraisal. Melissa Rodriguez made a public comment in support of funding for the Youth Services program through Community Action Inc. and spoke about the collaboration between the program and the Hays-Caldwell Women's Center. Omar Baca, Vice President of the North Hays Optimist (NHO) Sports Complex, made a public comment concerning a recent agreement passed by the court for the maintenance of sports fields by another organization, after the NHO was recently awarded a grant for the same fields. Kelly Arthur made a public comment concerning her work as the owner of the Lost and Found Pets of Hays County Facebook page and the staffing of the Lost and Found Coordinator position within the Pet Resource Center. Lauren Foye, President of Pet Prevent a Litter of Central Texas (PALS), thanked the court for the Spay/Neuter Awareness Month proclamation and spoke about the work PALS does throughout the community. Lillian Balderrama, Deputy County Clerk, read an emailed public comment from Blair and Yolanda Jones against the FM 150 Extension project from the 2024 Road Bond and its possible impact on the environment.*

**41367** Adopt a Proclamation recognizing February 2025 as Dating Violence Awareness Month.

*Commissioner Smith spoke about the contributions of Sarah Brandon to the Dating Violence Mock Trial event and the Hays-Caldwell Women's Center (HCWC), and asked for the proclamation to be renamed to "Proclamation Recognizing February 2025 as Sarah Brandon Dating Violence Awareness and Prevention Month". Judge Becerra agreed with this amendment. Commissioner Smith elaborated on the Mock Trial event and how it benefits the students that participate. Melissa Rodriguez, CEO of the HCWC, spoke about Sarah Brandon's work on the Mock Trial and within the Dripping Springs community, as well as the work of the HCWC in preventing violence. Judge Becerra spoke about the dangers faced by law enforcement when responding to domestic violence. The court spoke in support of the proclamation and thanked the HCWC and all involved for their work.*

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to adopt a Proclamation recognizing February 2025 as Sarah Brandon Dating Violence Awareness and Prevention Month.

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

**5 - 0 Passed - Unanimously**



**41368** Adopt a Proclamation recognizing February 22, 2025 as President George Washington Day.

*Joe Cox, William Hightower Chapter of the Sons of the American Revolution, spoke about their chapter's work and the multi-racial makeup of the American Revolutionaries. The court thanked Cox and the organization for highlighting this part of American history. Commissioner Smith spoke about Washington's Birthday Celebration in Laredo, Texas.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to adopt a Proclamation recognizing February 22, 2025 as President George Washington Day.

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

**5 - 0 Passed - Unanimously**

**41369** Adopt a Proclamation recognizing February 2025 as Spay/Neuter Awareness Month.

*Sharri Boyett, Hays County Animal Welfare Advocate, thanked the court for their support and spoke about the benefits of spaying and neutering pets. The court thanked Sharri and all pet organizations for their work. Suzie Chase, Austin Pets Alive!, thanked the court for their support of the Pet Resource Center and spoke about the services it will provide to residents of Hays County.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing February 2025 as Spay/Neuter Awareness Month.

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

**5 - 0 Passed - Unanimously**

**Clerk's Note:** Item F-3 was reopened after Executive Session.

*Lillian Balderrama, Deputy County Clerk, read an emailed public comment from Marcia Sanderson regarding the PAWS Wimberley Trap-Neuter-Return (TNR) program and its success.*

Presentation by the County Clerk's Office to review accomplishments, updates on ongoing projects and a look at the future roadmap.

*Dr. Elaine Cardenas, Hays County Clerk, spoke about the office's goals of excellent customer service, efficiency and accuracy, and preserving the county's history. She introduced new employees, Robert Mock, incoming Courts Division Director, and Ram Sidi, Probate Auditor. Cynthia Millonzi, Assistant County Clerk, spoke about the work the County Clerk's staff does, recent software implementations that have improved access to records and efficiency, and upcoming projects, including the preservation of records prior to 1950. Dr. Cardenas spoke about additional upcoming projects, including a mobile unit to provide services to residents that are unable to travel to the office, and an expanded staff to audit probate and guardianship cases. Maria Pasco, Diana Wall, Darren Jones, Anne Medina, Madison Gish, and Briana Ramirez-Vargas, Senior Deputy Clerks, and Roxanne Rodriguez and DeeDee Rodgers, Division Directors, shared with the court the work their staff performs and what they are most proud of. Dr. Cardenas thanked the court for their continued support.*

Presentation by the Central Texas Food Bank reviewing the Hays County Community Food Needs Assessment.

*Matthew Gonzales, Hays County Health Department Manager, introduced Dr. Tracy Ayrhart, Vice President of Research and Strategic Partnerships for the Central Texas Food Bank. Dr. Ayrhart spoke about the Food Bank's work in Hays County and surrounding areas and presented the court with the findings from the Community Food Needs Assessment. Hays County has a food insecurity rate of 15.9%, or 39,000 people. Contributing factors are rapid population growth, inflation, and cost of living increases. Bright spots in the county are the Hays County Health Department, school meal programs, the Hays County Food Bank, the Hays-Caldwell Women's Center, the San Marcos Housing Authority, and CommuniCare. Dr. Ayrhart recommended that the county should invest in key infrastructure, advance county-level coordination, protect and support local agriculture, explore zoning policies, and activate "Food is Medicine" initiatives. The court thanked Dr. Ayrhart and all involved for their work and discussed how to improve food access in the future. Matthew Gonzales spoke about strategic partnerships and community outreach.*



Presentation regarding the 2024 Hays County Judicial Services Report.

*Jason Facundo, Director of Judicial Services, spoke about the department's mission and presented their 2024 report. Judicial Services assisted in releasing 588 defendants on Pretrial Supervision, and averaged 49 new clients per month. The department saved a total of \$817,220 for Hays County, and there was an 89% success rate in pretrial clients appearing for court and remaining arrest-free while under pretrial supervision. The total jail population, as well as the number of inmates housed outside of Hays County, has decreased. The Pretrial Diversion Program had a 99.99% success rate in 2024. Facundo thanked the court for their support of the department since its founding in 2023. The court thanked Facundo and the Judicial Services employees for their work.*

Presentation from Countywide Operations and DA Civil Division on projects included in the Parks and Open Space Bond.

*Tucker Furlow, Assistant Criminal District Attorney - Civil Division, reviewed the poor conditions of the sports fields and the work being done by the Youth Sports Foundation. Commissioner Ingalsbe stated there has not been any final agreement for the management of the fields, and access for all residents remains a priority. Judge Becerra asked for clarification on the grant that was awarded to North Hays Optimist (NHO) and where those funds will go if NHO does not manage the fields. Furlow stated it is too early to determine since there is no final agreement yet. Commissioner Smith expressed concerns over how this issue was brought up today and ensured that the court and the county employees working on this project and grant awards are extremely dedicated to the success of this project. Omar Baca, Vice President of the NHO Sports Complex, spoke about miscommunications between his organization and the county regarding the management of the fields.*

**Clerk's Note:** Judge Becerra called for a recess that began at 11:41 a.m. and resumed back into open court at 11:49 a.m.

**41370** 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 Hammer,  
Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**41371** Approve the payment of Juror disbursements.

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

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

**5 - 0 Passed - Unanimously**

**41372** 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 Hammer,  
Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**41373** Approve Commissioners Court Minutes of January 28, 2025.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve Commissioners Court Minutes of January 28, 2025.

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

**5 - 0 Passed - Unanimously**



**41374** Approve the payment of the February 15, 2025 payroll disbursements in an amount not to exceed \$4,500,000.00 effective February 14, 2025 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the payment of the February 15, 2025 payroll disbursements in an amount not to exceed \$4,500,000.00 effective February 14, 2025 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

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

**5 - 0 Passed - Unanimously**

**41375** 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 Hammer,  
Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**41376** Confirm and appoint the Hays County Historical Commission's nomination and recommendation of Linda Coker as Chair of the Hays County Historical Commission.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to confirm and appoint the Hays County Historical Commission's nomination and recommendation of Linda Coker as Chair of the Hays County Historical Commission.

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

**5 - 0 Passed - Unanimously**

**Clerk's Note:** Item G-7 was reopened after Executive Session.

*Lillian Balderrama, Deputy County Clerk, read an emailed public comment from Anita Azenet Collins requesting that the commission's bylaws be updated, an annual update be given to the court, and a historical survey of the county be completed.*

**41377** Authorize the execution of the annual renewal agreement between Hays County and American Aerobic Management Systems (AAMS) in the amount of \$2,985.00 for the annual maintenance and inspection of all Hays County-owned septic systems.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of the annual renewal agreement between Hays County and American Aerobic Management Systems (AAMS) in the amount of \$2,985.00 for the annual maintenance and inspection of all Hays County-owned septic systems.

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

**5 - 0 Passed - Unanimously**

**41378** Authorize an amendment to the Building Maintenance operating budget in the amount of \$3,840.00 to cover SI Mechanical overtime costs related to Commissioners Court item G.7 that was approved on November 19, 2025, and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize an amendment to the Building Maintenance operating budget in the amount of \$3,840.00 to cover SI Mechanical overtime costs related to Commissioners Court item G.7 that was approved on November 19, 2025, and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**41379** Authorize the execution of the 2025 annual renewal agreement between Hays County Building Maintenance and Johnson Controls Inc., in the amount of \$14,613.21 for the preventative maintenance and repairs of the County's remote access thermostat system.



A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of the 2025 annual renewal agreement between Hays County Building Maintenance and Johnson Controls Inc., in the amount of \$14,613.21 for the preventative maintenance and repairs of the County's remote access thermostat system.

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

**5 - 0 Passed - Unanimously**

**41380** Authorize Building Maintenance to have Security One update the fire alarm system located at the Historic Courthouse with a wireless communicator, authorize the execution of the monitoring agreement, and authorize a waiver to the purchasing policy.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize Building Maintenance to have Security One update the fire alarm system located at the Historic Courthouse with a wireless communicator, authorize the execution of the monitoring agreement, and authorize a waiver to the purchasing policy.

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

**5 - 0 Passed - Unanimously**

**41381** Approve the appointments of the following individuals to the Capitol Area Metropolitan Planning Authority Technical Advisory Committee: Jennifer Moczygemba as primary member and Marti Reich as alternate, and Angela Kennedy as the Small Cities primary member and Will Parrish as the Small Cities alternate member.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the appointments of the following individuals to the Capitol Area Metropolitan Planning Authority Technical Advisory Committee: Jennifer Moczygemba as primary member and Marti Reich as alternate, and Angela Kennedy as the Small Cities primary member and Will Parrish as the Small Cities alternate member.

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

**5 - 0 Passed - Unanimously**

**41382** Approve out-of-state travel, utilizing the CECC Continuing Education Funds, for CECC Director Stephanie Robinson to attend the Navigator Conference on April 14 - 17, 2025 in Orlando, Florida.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve out-of-state travel, utilizing the CECC Continuing Education Funds, for CECC Director Stephanie Robinson to attend the Navigator Conference on April 14 - 17, 2025 in Orlando, Florida.

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

**5 - 0 Passed - Unanimously**

**41383** Approve payment to SHI Government Solutions for two invoices, totaling \$8,219.46 regarding social media archiving services for the Human Resources Department in which a purchase order was not obtained as required per the Hays County Purchasing Policy; and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve payment to SHI Government Solutions for two invoices, totaling \$8,219.46 regarding social media archiving services for the Human Resources Department in which a purchase order was not obtained as required per the Hays County Purchasing Policy; and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**41384** Authorize a purchasing waiver for the Constable Pct 4 Office to utilize Lester's Shop in the amount \$15,893.26 related to vehicle repairs for a 2023 Police Interceptor and amend the budget accordingly.





A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize a purchasing waiver for the Constable Pct 4 Office to utilize Lester's Shop in the amount \$15,893.26 related to vehicle repairs for a 2023 Police Interceptor and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**41385** Approve specifications for RFP 2025-P03 Government Center Security Partitions and authorize Purchasing to solicit for proposals.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve specifications for RFP 2025-P03 Government Center Security Partitions and authorize Purchasing to solicit for proposals.

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

**5 - 0 Passed - Unanimously**

**41386** Authorize the execution of contract Amendment #4 with AMG Printing pursuant to RFP 2020-P08 Election Form Printing Services.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of contract Amendment #4 with AMG Printing pursuant to RFP 2020-P08 Election Form Printing Services.

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

**5 - 0 Passed - Unanimously**

**41387** Authorize the Hays County Sheriff's Office to accept a proposal from Cornerstone Detention Products for the entry doors on various housing units at the Hays County Jail; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D), and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Hays County Sheriff's Office to accept a proposal from Cornerstone Detention Products for the entry doors on various housing units at the Hays County Jail; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D), and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**41388** Accept the 2024 Annual Racial Profiling and the 2024 Activity Comparison Report from Hays County Constable Precinct 4.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept the 2024 Annual Racial Profiling and the 2024 Activity Comparison Report from Hays County Constable Precinct 4.

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

**5 - 0 Passed - Unanimously**

**41389** Authorize the execution of a resolution, submission of an executed CEO/Law Enforcement Certifications and Assurances form and the grant application to the Office of the Governor, Victim Assistance-Victims of Crime Act grant in the amount of \$59,340.30.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a resolution, submission of an executed CEO/Law Enforcement Certifications and Assurances form and the grant application to the Office of the Governor, Victim Assistance-Victims of Crime Act grant in the amount of \$59,340.30.

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

**5 - 0 Passed - Unanimously**



**41390** Authorize the execution of a resolution, submission of an executed CEO/Law Enforcement Certifications and Assurances form and the grant application to the Office of the Governor, Violence Against Women Act fund in the amount of \$16,155.09.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a resolution, submission of an executed CEO/Law Enforcement Certifications and Assurances form and the grant application to the Office of the Governor, Violence Against Women Act fund in the amount of \$16,155.09.

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

**5 - 0 Passed - Unanimously**

**41391** Ratify the submission of a grant application and supporting photos to the Native Plant Society of Texas, Bring Back the Monarchs to Texas, Garden Grants program in the amount of \$400.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to ratify the submission of a grant application and supporting photos to the Native Plant Society of Texas, Bring Back the Monarchs to Texas, Garden Grants program in the amount of \$400.00.

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

**5 - 0 Passed - Unanimously**

**41392** Authorize the submission of a grant application and the execution of a resolution to the Office of the Governor, FY26 Specialty Court Grant program in the amount of \$14,607.50.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the submission of a grant application and the execution of a resolution to the Office of the Governor, FY26 Specialty Court Grant program in the amount of \$14,607.50.

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

**5 - 0 Passed - Unanimously**

**41393** Authorize the execution of a resolution and the submission of a continuation grant application to the Office of the Governor, Criminal Justice-Peace Officer Mental Health Program grant in the amount of \$11,280.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a resolution and the submission of a continuation grant application to the Office of the Governor, Criminal Justice-Peace Officer Mental Health Program grant in the amount of \$11,280.00.

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

**5 - 0 Passed - Unanimously**

**41394** Authorize the execution of a Resolution to the Office of the Governor, State and Local Cybersecurity Grant Program.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a Resolution to the Office of the Governor, State and Local Cybersecurity Grant Program.

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

**5 - 0 Passed - Unanimously**

**41395** Authorize the submission of a grant application and the execution of a resolution to the Office of the Governor, FY26 Criminal Justice Grant Program in the amount of \$389,329.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the submission of a grant application and the execution of a resolution to the Office of the Governor, FY26 Criminal Justice Grant Program in the amount of \$389,329.00.

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

**5 - 0 Passed - Unanimously**



**41396** Authorize the submission of a continuation grant application and the execution of a resolution to the Office of Governor, FY26 Criminal Justice Grant Program in the amount of \$113,727.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the submission of a continuation grant application and the execution of a resolution to the Office of Governor, FY26 Criminal Justice Grant Program in the amount of \$113,727.00.

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

**5 - 0 Passed - Unanimously**

**41397** Ratify the submission of a continuation grant to the Substance Abuse and Mental Health Services Administration, Assisted Outpatient Treatment Program in the amount of \$499,722.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to ratify the submission of a continuation grant to the Substance Abuse and Mental Health Services Administration, Assisted Outpatient Treatment Program in the amount of \$499,722.00.

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

**5 - 0 Passed - Unanimously**

**41398** Authorize a waiver to the purchasing policy of obtaining three quotes for the Sheriff's Office to use Lenco Armored Vehicles to purchase a replacement ballistic glass windshield valued at \$17,794.32.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize a waiver to the purchasing policy of obtaining three quotes for the Sheriff's Office to use Lenco Armored Vehicles to purchase a replacement ballistic glass windshield valued at \$17,794.32.

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

**5 - 0 Passed - Unanimously**

**41399** Authorize a purchasing waiver for the Sheriff's Office to purchase Law Enforcement Equipment valued at \$19,698.76 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize a purchasing waiver for the Sheriff's Office to purchase Law Enforcement Equipment valued at \$19,698.76 and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**41400** Approve out-of-state travel for one Sheriff's Office employee to attend the 2025 Outlaw Motorcycle Gang Conference beginning May 18-23, 2025, in Litchfield Park, AZ.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve out-of-state travel for one Sheriff's Office employee to attend the 2025 Outlaw Motorcycle Gang Conference beginning May 18-23, 2025, in Litchfield Park, AZ.

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

**5 - 0 Passed - Unanimously**

**41401** Authorize a discretionary exemption per Texas Local Government Code 262.024 (a)(7)(D) captive replacement parts for components for equipment for the Sheriff's Office to purchase cameras used for investigative purposes.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize a discretionary exemption per Texas Local Government Code 262.024 (a)(7)(D) captive replacement parts for components for equipment for the Sheriff's Office to purchase cameras used for investigative purposes.

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

**5 - 0 Passed - Unanimously**





**41402** Authorize the Sheriff's Office to add a \$45 monthly cell phone allowance to slot numbers 0474-001 & 0473-003, effective 2/16/2025 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Sheriff's Office to add a \$45 monthly cell phone allowance to slot numbers 0474-001 & 0473-003, effective 2/16/2025 and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**41403** Authorize the Sheriff's Office to use The WRAP by Safe Restraints, Inc. to purchase four wrap systems valued at \$6,058.48 and authorize a waiver to the purchasing policy of obtaining three quotes.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Sheriff's Office to use The WRAP by Safe Restraints, Inc. to purchase four wrap systems valued at \$6,058.48 and authorize a waiver to the purchasing policy of obtaining three quotes.

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

**5 - 0 Passed - Unanimously**

**41404** Approve out-of-state travel for six Sheriff's Office employees to attend the Counterterrorism First Responder Drone Assessment Course on April 1-3, 2025, in Socorro, New Mexico.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve out-of-state travel for six Sheriff's Office employees to attend the Counterterrorism First Responder Drone Assessment Course on April 1-3, 2025, in Socorro, New Mexico.

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

**5 - 0 Passed - Unanimously**

**41405** Authorize the Sheriff's Office to use existing funds to purchase law enforcement equipment from Unmanned Vehicle Technologies, LLC, valued at \$1,129.03, and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Sheriff's Office to use existing funds to purchase law enforcement equipment from Unmanned Vehicle Technologies, LLC, valued at \$1,129.03, and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**41406** Authorize an amendment of existing funds to purchase law enforcement equipment totaling \$2,419.14 for the Sheriff's Office.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize an amendment of existing funds to purchase law enforcement equipment totaling \$2,419.14 for the Sheriff's Office.

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

**5 - 0 Passed - Unanimously**

**41407** Authorize Justice of the Peace Pct. 2-2 Office to purchase two new Latitude 3340 totaling \$1,898.00 for truancy interns and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize Justice of the Peace Pct. 2-2 Office to purchase two new Latitude 3340 totaling \$1,898.00 for truancy interns and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**41408 Approve Utility Permits.**

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

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

**5 - 0 Passed - Unanimously**

**41409 Authorize payment to the County Judge's and Commissioner's Association for \$3,477.00, National Association of Counties for \$2,231.00, and Capital Area Council of Governments for \$14,024.30 related to Commissioner's Court membership fees in which no purchase order was issued as required per the Hays County Purchasing Policy.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize payment to the County Judge's and Commissioner's Association for \$3,477.00, National Association of Counties for \$2,231.00, and Capital Area Council of Governments for \$14,024.30 related to Commissioner's Court membership fees in which no purchase order was issued as required per the Hays County Purchasing Policy.

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

**5 - 0 Passed - Unanimously**

**41410 Approve sending a letter of support to the United States Department of Transportation regarding the City of San Marcos Wallace Addition Subdivision Improvements PROTECT grant application.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve sending a letter of support to the United States Department of Transportation regarding the City of San Marcos Wallace Addition Subdivision Improvements PROTECT grant application.

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

**5 - 0 Passed - Unanimously**

**41411 Discussion and possible action to authorize the execution of Contract Amendment No. 3 in the amount of \$400,000.00 to the Professional Services Agreement between Hays County and Pape-Dawson Engineers, Inc. to provide construction engineering, inspection & testing (CE&I) services as part of the On-Call CE&I contract related to the 2016 Road Bond Program RM 2325 Sidewalk project and amend the budget accordingly.**

*Commissioner Hammer stated that this amendment is due to the increased cost of materials necessary for the project.*

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize the execution of Contract Amendment No. 3 in the amount of \$400,000.00 to the Professional Services Agreement between Hays County and Pape-Dawson Engineers, Inc. to provide construction engineering, inspection & testing (CE&I) services as part of the On-Call CE&I contract related to the 2016 Road Bond Program RM 2325 Sidewalk project and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**41412 Discussion and possible action to authorize the execution of Change Order No. 5 in the amount of \$29,400.00 to the Right of Way Coordination Services Contract with LJA Engineering, Inc. for the Transportation Department Cotton Gin Road project.**

*Commissioner Cohen stated that this is a change order needed for additional right-of-way services on parcels in this project.*

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the execution of Change Order No. 5 in the amount of \$29,400.00 to the Right of Way Coordination Services Contract with LJA Engineering, Inc. for the Transportation Department Cotton Gin Road project.

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

**5 - 0 Passed - Unanimously**



**41413** Discussion and possible action to approve the selection of LJA Engineering, Inc. to provide right of way acquisition services for the Centerpoint Road Overpass project in Precinct 3; and authorize staff and counsel to negotiate a contract.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to approve the selection of LJA Engineering, Inc. to provide right of way acquisition services for the Centerpoint Road Overpass project in Precinct 3; and authorize staff and counsel to negotiate a contract.

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

**5 - 0 Passed - Unanimously**

**41414** Discussion and possible action to approve the selection of Cobb, Fendley & Associates, Inc. to provide utility coordination services for the Centerpoint Road Overpass project in Precinct 3; and authorize staff and counsel to negotiate a contract.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to approve the selection of Cobb, Fendley & Associates, Inc. to provide utility coordination services for the Centerpoint Road Overpass project in Precinct 3; and authorize staff and counsel to negotiate a contract.

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

**5 - 0 Passed - Unanimously**

**41415** Discussion and possible action to approve the selection of Binkley and Barfield, Inc. to provide design phase services for the Dairy Road project in Precinct 1; and authorize staff and counsel to negotiate a contract.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the selection of Binkley and Barfield, Inc. to provide design phase services for the Dairy Road project in Precinct 1; and authorize staff and counsel to negotiate a contract.

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

**5 - 0 Passed - Unanimously**

**41416** Discussion and possible action to approve the selection of LJA Engineering, Inc. to provide design phase services for the Goforth Road project in Precinct 1 and Precinct 2; and authorize staff and counsel to negotiate a contract.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the selection of LJA Engineering, Inc. to provide design phase services for the Goforth Road project in Precinct 1 and Precinct 2; and authorize staff and counsel to negotiate a contract.

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

**5 - 0 Passed - Unanimously**

**41417** Discussion and possible action to approve the selection of Kimley-Horn and Associates, Inc. to provide design phase services for the Windy Hill Road Corridor (Purple Martin Avenue to FM 2001) project in Precinct 2; and authorize staff and counsel to negotiate a contract.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to approve the selection of Kimley-Horn and Associates, Inc. to provide design phase services for the Windy Hill Road Corridor (Purple Martin Avenue to FM 2001) project in Precinct 2; and authorize staff and counsel to negotiate a contract.

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

**5 - 0 Passed - Unanimously**

**41418** Discussion and possible action to approve the selection of LJA Engineering, Inc. to provide design phase services for the High Road/CR 127 (East of GoForth Road to SH 21) project in Precinct 1; and authorize staff and counsel to negotiate a contract.



A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the selection of LJA Engineering, Inc. to provide design phase services for the High Road/CR 127 (East of GoForth Road to SH 21) project in Precinct 1; and authorize staff and counsel to negotiate a contract.

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

**5 - 0 Passed - Unanimously**

**41419** Discussion and possible action to approve the selection of Quiddity (Jones Carter) to provide design phase services for the FM 150 East Project in Precinct 1 & 2; and authorize staff and counsel to negotiate a contract.

*Commissioner Cohen recused herself from the vote due to a family connection to Quiddity.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to approve the selection of Quiddity (Jones Carter) to provide design phase services for the FM 150 East Project in Precinct 1 & 2; and authorize staff and counsel to negotiate a contract.

AYE: Commissioner Ingalsbe, Commissioner Hammer, Commissioner Smith, Judge Becerra

**4 - 0 Passed**

**41420** Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the performance bond #800166069 in the amount of \$272,576.87 and acceptance of the 2-year maintenance bond #PB03016801193 in the amount of \$12,278.71 for Caliterra subd., Phase 5, Section 13.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to accept road construction & surface drainage improvements, release the performance bond #800166069 in the amount of \$272,576.87 and accept the 2-year maintenance bond #PB03016801193 in the amount of \$12,278.71 for Caliterra subd., Phase 5, Section 13.

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

**5 - 0 Passed - Unanimously**

**41421** Discussion and possible action to consider the release of the maintenance bond #GM213853 in the amount of \$91,193.66 for Emma Park subd., Phase 1 and the acceptance of roads and surface drainage improvements into the County Road Maintenance System.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to release the maintenance bond #GM213853 in the amount of \$91,193.66 for Emma Park subd., Phase 1 and accept roads and surface drainage improvements into the County Road Maintenance System.

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

**5 - 0 Passed - Unanimously**

**41422** (PLN-2350-PC); Hold a Public Hearing; followed by discussion and possible action regarding the Johnson-Knight Subdivision, Replat.

*Judge Becerra opened the Public Hearing at 12:40 p.m. No comments were made. Judge Becerra closed the Public Hearing at 12:40 p.m. Marcus Pacheco, Director of Development Services, stated that this replat has been reviewed and staff recommends approval.*

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to approve the Johnson-Knight Subdivision, Replat (PLN-2350-PC).

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

**5 - 0 Passed - Unanimously**

**41423** (PLN-2633-PC); Hold a Public Hearing; followed by discussion and possible action regarding Triple "R" Ranchettes, Lot 15C, Replat.

*Judge Becerra opened the Public Hearing at 12:41 p.m. No comments were made. Judge Becerra closed the Public Hearing at 12:41 p.m. Marcus Pacheco, Director of Development Services, provided background information on the replat and stated staff recommends approval.*



A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to approve Triple "R" Ranchettes, Lot 15C, Replat (PLN-2633-PC).

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

**5 - 0 Passed - Unanimously**

**41424** Discussion and possible action to authorize the execution of a Development Agreement for the Crockett Canyon Estates Condominiums between Hays County and Lang Family Ranches LP.

*Marcus Pacheco, Director of Development Services, provided background information about the condominium project. He stated that the request is a means to provide another approach to the county's typical regulatory process when it comes to these development projects - the intent is to allow greater flexibility and design of the development while maintaining compliance with development regulations. Pacheco stated that a similar version of this agreement was passed in June 2023 but has since become null and void, and the owner of the property is requesting a new version of the agreement. The Development Services department reviewed the new agreement and added terms that will promote public health and safety moving forward. Commissioner Smith stated that the Village of Bear Creek expressed concerns regarding the availability of public water to the development as well as the roadway connection, and clarified that the roadway connection is for emergency access only.*

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the execution of a Development Agreement for the Crockett Canyon Estates Condominiums between Hays County and Lang Family Ranches LP.

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

**5 - 0 Passed - Unanimously**

**41425** (PLN-2683-PC); Call for a Public Hearing on February 25th, 2025 regarding the Dripping Springs Ranch, Ph 2, Lot 1B, Replat.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to call for a Public Hearing on February 25th, 2025 regarding the Dripping Springs Ranch, Ph 2, Lot 1B, Replat (PLN-2683-PC).

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

**5 - 0 Passed - Unanimously**

**41426** (PLN-2673-PC); Call for a Public Hearing on February 25th, 2025 regarding the Replat of Hallett Entjer Subdivision, Replat of Lots 1 & 2.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to call for a Public Hearing on February 25th, 2025 regarding the Replat of Hallett Entjer Subdivision, Replat of Lots 1 & 2 (PLN-2673-PC).

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

**5 - 0 Passed - Unanimously**

**41427** (PLN-2630-NP); Ratify Approval of the PEC Yarrington Substation, Final Plat.

*Marcus Pacheco, Director of Development Services, stated staff has administratively approved this plat.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to ratify Approval of the PEC Yarrington Substation, Final Plat (PLN-2630-NP).

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

**5 - 0 Passed - Unanimously**

**41428** Discussion and possible action to authorize the Director of Transportation, Jennifer Moczygemba, to take a county issued vehicle to her residence outside the County.

*Jennifer Moczygemba, Director of Transportation, stated her residence is 4 miles outside of Hays County.*





A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the Director of Transportation, Jennifer Moczygemba, to take a county issued vehicle to her residence outside the County.

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

**5 - 0 Passed - Unanimously**

**Clerk's Note: Agenda Item #K-2 RE: *Discussion and possible action to authorize the execution of a License Agreement between Hays County and San Marcos Greenbelt Alliance.***  
**- WAS PULLED.**

**41429** Discussion and possible action to authorize the execution of a contract between Hays County and Blue Cross and Blue Shield of Texas for COBRA Continuation of Coverage under the Employer's Group Health Plan pursuant to RFP 2024-P11.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a contract between Hays County and Blue Cross and Blue Shield of Texas for COBRA Continuation of Coverage under the Employer's Group Health Plan pursuant to RFP 2024-P11.

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

**5 - 0 Passed - Unanimously**

**41430** Discussion and possible action to authorize the execution of a Professional Services Agreement between Hays County and Broaddus & Associates for Project Management Services related to the development of a Countywide Improvement Program.

*Judge Becerra and Commissioner Smith thanked Stephanie Hunt, Purchasing Agent, and the Purchasing Department for their work on this agreement. Commissioner Smith stated that he is looking forward to getting the Countywide Improvement Program underway. Commissioner Ingalsbe requested clarification on what the scope of work for Broaddus & Associates would be in terms of this item. Hunt clarified that Broaddus & Associates is to review the assessments that HDR has completed and will propose, prioritize, and plan projects for the County. The court had a lengthy discussion concerning a potential duplication of work between the work that was already completed by HDR and the work to be done by Broaddus & Associates. Alex Gonzales, Central Texas Area Vice President of Broaddus & Associates, clarified that while they will still need to meet with county departments, they will use the information that HDR collected and build upon the work already completed.*

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the execution of a Professional Services Agreement between Hays County and Broaddus & Associates for Project Management Services related to the development of a Countywide Improvement Program.

AYE: Commissioner Ingalsbe, Commissioner Hammer, Commissioner Smith, Judge Becerra  
NAY: Commissioner Cohen

**4 - 1 Passed**

**41431** Discussion and possible action to authorize the execution of a contract between Hays County and SpawGlass Contractors, Inc. pursuant to RFP 2025-P01 Sentinel Peak Park Improvements - Construction Manager at Risk.

*Commissioner Hammer stated SpawGlass will be overseeing the entire project. Stephanie Hunt, Purchasing Agent, noted the court needs to decide if any savings will be kept by the county or if a percentage will be given to the Construction Manager at Risk (CMAR). The court discussed acceptable percentage options and the total cost of the contract. Josh Wise, Operations Manager for Spawglass, clarified that the company's management fee is 4.89% for this \$14.5 million project. The company's responsibility is to guide the design team to meet the county's budget. Vickie Dorsett, Budget Officer, noted there is only \$3 million left in the park bond to fund this project.*

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize the execution of a contract between Hays County and SpawGlass Contractors, Inc. pursuant to RFP 2025-P01 Sentinel Peak Park Improvements - Construction Manager at Risk.



AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer,  
Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**41432** Discussion and possible action to authorize the execution of a contract between Hays County and Freese & Nichols, Inc. related to Development Regulations and Standards Updates pursuant to RFP 2024-Q03.

*Marcus Pacheco, Director of Development Services, explained Freese & Nichols will be reviewing and analyzing the county's Development Regulations and providing recommended updates. The first phase of the project will be a "diagnostic report" on county processes that will take into account upcoming legislation from the 89th session of the Texas Legislature. The second phase will involve recommending to the court an interim amendment, and the third phase will be a full revision of the regulations.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a contract between Hays County and Freese & Nichols, Inc. related to Development Regulations and Standards Updates pursuant to RFP 2024-Q03.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer,  
Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**41433** Discussion and possible action to authorize the execution of a Professional Services Agreement between Hays County and Terracon Consultants, Inc. to provide construction material testing for the Hays County Jail renovation project and amend the budget accordingly.

*Commissioner Ingalsbe stated this is for the jail's attorney visitation area. Jordan Powell, First Assistant Criminal District Attorney - Civil Division, clarified that the date of completion for the project is May 31, 2025.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a Professional Services Agreement between Hays County and Terracon Consultants, Inc. to provide construction material testing for the Hays County Jail renovation project and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer,  
Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**41434** Discussion and possible action to authorize the execution of a Professional Services Agreement between Hays County and Pracademic Partners for recruitment of a County Administrator and amend the budget accordingly.

A motion was made by Commissioner Cohen, seconded by Commissioner Smith to authorize the execution of a Professional Services Agreement between Hays County and Pracademic Partners for recruitment of a County Administrator and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer,  
Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**41435** Discussion and possible action to re-grade eight Paralegal positions and one Public Information Coordinator within the District Attorney's Office effective February 16, 2025 and amend the budget accordingly.

*Shari Miller, Director of Human Resources, stated this is a follow-up to action taken at the last meeting to re-grade a Paralegal position within the County Courts at Law. These are the remaining Paralegal positions in the District Attorney's Office, who also wishes to re-grade the Public Information Coordinator to a Paralegal.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to re-grade eight Paralegal positions and one Public Information Coordinator within the District Attorney's Office effective February 16, 2025 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer,  
Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**



**41436** Discussion and possible action to authorize the execution of a Professional Services Agreement between Hays County and Freese and Nichols, Inc. regarding updating, renewing, and implementing the County's Stormwater Management Program; and authorizing Commissioner Ingalsbe to submit a Notice of Intent to the Texas Commission on Environmental Quality (TCEQ) associated therewith.

*Chase Young, Assistant Criminal District Attorney - Civil Division, explained the item and stated it needs to be amended to have Judge Becerra submit the Notice of Intent instead of Commissioner Ingalsbe.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a Professional Services Agreement between Hays County and Freese and Nichols, Inc. regarding updating, renewing, and implementing the County's Stormwater Management Program; and authorizing the County Judge to submit a Notice of Intent to the Texas Commission on Environmental Quality (TCEQ) associated therewith.

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

**5 - 0 Passed - Unanimously**

Discussion and possible action to consider the Commissioners' Court position related to Section 232.0032 of the Texas Local Government Code and waivers concerning adequate groundwater availability.

*Commissioner Smith stated that waivers pertaining to groundwater availability have changed recently due to state law, and is seeking clarification or a county policy that could be implemented. Chase Young, Assistant Criminal District Attorney - Civil Division, provided detailed information regarding the recent changes to Section 232.0032 of the Texas Local Government Code to the court. Young stated that the biggest change is the requirement that every development must certify that there is groundwater in the general vicinity of the subdivision and that groundwater will continue to be there. He stated that the court could choose to waive the requirement but would need to determine what parts of the statute apply or do not apply to Hays County. The court, as well as Marcus Pacheco, Director of Development Services, had a lengthy discussion regarding the implementation and drafting of such a policy in accordance with the Texas Local Government Code. The District Attorney - Civil Division's office will draft a resolution and bring the item back to the court at a later date. No action taken.*

**Clerk's Note:** Executive Session began at 1:24 p.m. and resumed back into open court at 3:17 p.m.

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

*Those present in Executive Session from 2:46 p.m. to 2:48 p.m. were Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, and Judge Becerra; Tucker Furlow, Assistant Criminal District Attorney - Civil Division; Chase Young, Assistant Criminal District Attorney - Civil Division; Tammy Crumley, Director of Countywide Operations; and Shari Miller, Director of Human Resources. No action taken.*

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

*Those present in Executive Session from 2:53 p.m. to 3:14 p.m. were Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, and Judge Becerra; Chase Young, Assistant Criminal District Attorney - Civil Division; Tucker Furlow, Assistant Criminal District Attorney - Civil Division; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Emily Mathes, Hays Caldwell Economic Development Partnership (HCEDP) Vice President of Economic Development; Mike Kamerlander, HCEDP President/CEO; Shari Miller, Director of Human Resources; Janice Jones, Legal Support Services Specialist; Sarah Martin, HCEDP Project Manager; and Daniel Hicks, HCEDP Director of Business Insight. No action taken.*

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





*Those present in Executive Session from 1:40 p.m. to 2:30 p.m. were Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, and Judge Becerra; and Shari Miller, Director of Human Resources. No action taken.*

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding Cause No. 21-0664-C. Possible discussion and/or action may follow in open court.

*Those present in Executive Session from 1:27 p.m. to 1:37 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Tucker Furlow, Assistant Criminal District Attorney - Civil Division; and Chase Young, Assistant Criminal District Attorney - Civil Division. 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 470 for the week of February 2, 2025, with a peak of 482 inmates on February 2, 2025. The estimated cost for outsourcing inmates this week was \$132,240. During the month of January 2025, the county jail trustees worked a total of 5,006.20 hours at a rate of \$12 per hour, for a savings of \$60,074.40. The number of "paper-ready" inmates who are now wardens of the state is 37. The number of arrests made by agency are as follows: Buda Police Department - 2; Hays County Sheriff's Office - 57 (including court ordered commitments, individuals turning themselves in on warrants from all agencies, and warrant pickups from other counties); Kyle Police Department - 31; San Marcos Police Department - 29; Department of Public Safety - 9; Constable Precinct 4 - 1; Texas State Police Department - 2. Judge Becerra spoke about discussing citable offenses with the county's arresting agencies and considering charging a fine instead of making an arrest.*

**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.**

**Clerk's Note: Agenda Item #M-4 RE: Discussion and possible action related to proposed bills in the 89th Regular Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071. - WAS PULLED.**


#### ADJOURNMENT

A motion was made by Commissioner Ingalsbe, seconded by Judge Becerra to adjourn court at 3:22 p.m.

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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 FEBRUARY 11, 2025.



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



Date	Res Number	Motion	Ingalsbe	Cohen	Hammer	Smith	Becerra
2/11/2025	41367	Adopt a Proclamation recognizing February 2025 as Sarah Brandon Dating Violence Awareness and Prevention Month.	Y	Y	Y	Y	Y
2/11/2025	41368	Adopt a Proclamation recognizing February 22, 2025 as President George Washington Day.	Y	Y	Y	Y	Y
2/11/2025	41369	Adopt a Proclamation recognizing February 2025 as Spay/Neuter Awareness Month.	Y	Y	Y	Y	Y
2/11/2025	41370	Approve payments of County invoices.	Y	Y	Y	Y	Y
2/11/2025	41371	Approve the payment of Juror disbursements.	Y	Y	Y	Y	Y
2/11/2025	41372	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
2/11/2025	41373	Approve Commissioners Court Minutes of January 28, 2025.	Y	Y	Y	Y	Y
2/11/2025	41374	Approve the payment of the February 15, 2025 payroll disbursements in an amount not to exceed \$4,500,000.00 effective February 14, 2025 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.	Y	Y	Y	Y	Y
2/11/2025	41375	Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports.	Y	Y	Y	Y	Y
2/11/2025	41376	Confirm and appoint the Hays County Historical Commission's nomination and recommendation of Linda Coker as Chair of the Hays County Historical Commission.	Y	Y	Y	Y	Y
2/11/2025	41377	Authorize the execution of the annual renewal agreement between Hays County and American Aerobic Management Systems (AAMS) in the amount of \$2,985.00 for the annual maintenance and inspection of all Hays County-owned septic systems.	Y	Y	Y	Y	Y
2/11/2025	41378	Authorize an amendment to the Building Maintenance operating budget in the amount of \$3,840.00 to cover SI Mechanical overtime costs related to Commissioners Court item G.7 that was approved on November 19, 2025, and amend the budget accordingly.	Y	Y	Y	Y	Y
2/11/2025	41379	Authorize the execution of the 2025 annual renewal agreement between Hays County Building Maintenance and Johnson Controls Inc., in the amount of \$14,613.21 for the preventative maintenance and repairs of the County's remote access thermostat system.	Y	Y	Y	Y	Y
2/11/2025	41380	Authorize Building Maintenance to have Security One update the fire alarm system located at the Historic Courthouse with a wireless communicator, authorize the execution of the monitoring agreement, and authorize a waiver to the purchasing policy.	Y	Y	Y	Y	Y
2/11/2025	41381	Approve the appointments of the following individuals to the Capitol Area Metropolitan Planning Authority Technical Advisory Committee: Jennifer Moczygemba as primary member and Marti Reich as alternate, and Angela Kennedy as the Small Cities primary member and Will Parrish as the Small Cities alternate member.	Y	Y	Y	Y	Y
2/11/2025	41382	Approve out-of-state travel, utilizing the CECC Continuing Education Funds, for CECC Director Stephanie Robinson to attend the Navigator Conference on April 14 - 17, 2025 in Orlando, Florida.	Y	Y	Y	Y	Y
2/11/2025	41383	Approve payment to SHI Government Solutions for two invoices, totaling \$8,219.46 regarding social media archiving services for the Human Resources Department in which a purchase order was not obtained as required per the Hays County Purchasing Policy; and amend the budget accordingly.	Y	Y	Y	Y	Y
2/11/2025	41384	Authorize a purchasing waiver for the Constable Pct 4 Office to utilize Lester's Shop in the amount \$15,893.26 related to vehicle repairs for a 2023 Police Interceptor and amend the budget accordingly.	Y	Y	Y	Y	Y
2/11/2025	41385	Approve specifications for RFP 2025-P03 Government Center Security Partitions and authorize Purchasing to solicit for proposals.	Y	Y	Y	Y	Y
2/11/2025	41386	Authorize the execution of contract Amendment #4 with AMG Printing pursuant to RFP 2020-P08 Election Form Printing Services.	Y	Y	Y	Y	Y
2/11/2025	41387	Authorize the Hays County Sheriff's Office to accept a proposal from Cornerstone Detention Products for the entry doors on various housing units at the Hays County Jail; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D), and amend the budget accordingly.	Y	Y	Y	Y	Y
2/11/2025	41388	Accept the 2024 Annual Racial Profiling and the 2024 Activity Comparison Report from Hays County Constable Precinct 4.	Y	Y	Y	Y	Y
2/11/2025	41389	Authorize the execution of a resolution, submission of an executed CEO/Law Enforcement Certifications and Assurances form and the grant application to the Office of the Governor, Victim Assistance-Victims of Crime Act grant in the amount of \$59,340.30.	Y	Y	Y	Y	Y
2/11/2025	41390	Authorize the execution of a resolution, submission of an executed CEO/Law Enforcement Certifications and Assurances form and the grant application to the Office of the Governor, Violence Against Women Act fund in the amount of \$16,155.09.	Y	Y	Y	Y	Y
2/11/2025	41391	Ratify the submission of a grant application and supporting photos to the Native Plant Society of Texas, Bring Back the Monarchs to Texas, Garden Grants program in the amount of \$400.00.	Y	Y	Y	Y	Y
2/11/2025	41392	Authorize the submission of a grant application and the execution of a resolution to the Office of the Governor, FY26 Specialty Court Grant program in the amount of \$14,607.50.	Y	Y	Y	Y	Y
2/11/2025	41393	Authorize the execution of a resolution and the submission of a continuation grant application to the Office of the Governor, Criminal Justice-Peace Officer Mental Health Program grant in the amount of \$11,280.00.	Y	Y	Y	Y	Y
2/11/2025	41394	Authorize the execution of a Resolution to the Office of the Governor, State and Local Cybersecurity Grant Program.	Y	Y	Y	Y	Y
2/11/2025	41395	Authorize the submission of a grant application and the execution of a resolution to the Office of the Governor, FY26 Criminal Justice Grant Program in the amount of \$389,329.00.	Y	Y	Y	Y	Y
2/11/2025	41396	Authorize the submission of a continuation grant application and the execution of a resolution to the Office of Governor, FY26 Criminal Justice Grant Program in the amount of \$113,727.00.	Y	Y	Y	Y	Y
2/11/2025	41397	Ratify the submission of a continuation grant to the Substance Abuse and Mental Health Services Administration, Assisted Outpatient Treatment Program in the amount of \$499,722.00.	Y	Y	Y	Y	Y
2/11/2025	41398	Authorize a waiver to the purchasing policy of obtaining three quotes for the Sheriff's Office to use Lenco Armored Vehicles to purchase a replacement ballistic glass windshield valued at \$17,794.32.	Y	Y	Y	Y	Y
2/11/2025	41399	Authorize a purchasing waiver for the Sheriff's Office to purchase Law Enforcement Equipment valued at \$19,698.76 and amend the budget accordingly.	Y	Y	Y	Y	Y
2/11/2025	41400	Approve out-of-state travel for one Sheriff's Office employee to attend the 2025 Outlaw Motorcycle Gang Conference beginning May 18-23, 2025, in Litchfield Park, AZ.	Y	Y	Y	Y	Y
2/11/2025	41401	Authorize a discretionary exemption per Texas Local Government Code 262.024 (a)(7)(D) captive replacement parts for components for equipment for the Sheriff's Office to purchase cameras used for investigative purposes.	Y	Y	Y	Y	Y
2/11/2025	41402	Authorize the Sheriff's Office to add a \$45 monthly cell phone allowance to slot numbers 0474-001 & 0473-003, effective 2/16/2025 and amend the budget accordingly.	Y	Y	Y	Y	Y
2/11/2025	41403	Authorize the Sheriff's Office to use The WRAP by Safe Restraints, Inc. to purchase four wrap systems valued at \$6,058.48 and authorize a waiver to the purchasing policy of obtaining three quotes.	Y	Y	Y	Y	Y

Date	Res Number	Motion	Ingalsbe	Cohen	Hammer	Smith	Becerra
2/11/2025	41404	Approve out-of-state travel for six Sheriff's Office employees to attend the Counterterrorism First Responder Drone Assessment Course on April 1-3, 2025, in Socorro, New Mexico.	Y	Y	Y	Y	Y
2/11/2025	41405	Authorize the Sheriff's Office to use existing funds to purchase law enforcement equipment from Unmanned Vehicle Technologies, LLC, valued at \$1,129.03, and amend the budget accordingly.	Y	Y	Y	Y	Y
2/11/2025	41406	Authorize an amendment of existing funds to purchase law enforcement equipment totaling \$2,419.14 for the Sheriff's Office.	Y	Y	Y	Y	Y
2/11/2025	41407	Authorize Justice of the Peace Pct. 2-2 Office to purchase two new Latitude 3340 totaling \$1,898.00 for truancy interns and amend the budget accordingly.	Y	Y	Y	Y	Y
2/11/2025	41408	Approve Utility Permits.	Y	Y	Y	Y	Y
2/11/2025	41409	Authorize payment to the County Judge's and Commissioner's Association for \$3,477.00, National Association of Counties for \$2,231.00, and Capital Area Council of Governments for \$14,024.30 related to Commissioner's Court membership fees in which no purchase order was issued as required per the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
2/11/2025	41410	Approve sending a letter of support to the United States Department of Transportation regarding the City of San Marcos Wallace Addition Subdivision Improvements PROTECT grant application.	Y	Y	Y	Y	Y
2/11/2025	41411	Authorize the execution of Contract Amendment No. 3 in the amount of \$400,000.00 to the Professional Services Agreement between Hays County and Pape-Dawson Engineers, Inc. to provide construction engineering, inspection & testing (CE&I) services as part of the On-Call CE&I contract related to the 2016 Road Bond Program RM 2325 Sidewalk project and amend the budget accordingly.	Y	Y	Y	Y	Y
2/11/2025	41412	Authorize the execution of Change Order No. 5 in the amount of \$29,400.00 to the Right of Way Coordination Services Contract with LJA Engineering, Inc. for the Transportation Department Cotton Gin Road project.	Y	Y	Y	Y	Y
2/11/2025	41413	Approve the selection of LJA Engineering, Inc. to provide right of way acquisition services for the Centerpoint Road Overpass project in Precinct 3; and authorize staff and counsel to negotiate a contract.	Y	Y	Y	Y	Y
2/11/2025	41414	Approve the selection of Cobb, Fendley & Associates, Inc. to provide utility coordination services for the Centerpoint Road Overpass project in Precinct 3; and authorize staff and counsel to negotiate a contract.	Y	Y	Y	Y	Y
2/11/2025	41415	Approve the selection of Binkley and Barfield, Inc. to provide design phase services for the Dairy Road project in Precinct 1; and authorize staff and counsel to negotiate a contract.	Y	Y	Y	Y	Y
2/11/2025	41416	Approve the selection of LJA Engineering, Inc. to provide design phase services for the Goforth Road project in Precinct 1 and Precinct 2; and authorize staff and counsel to negotiate a contract.	Y	Y	Y	Y	Y
2/11/2025	41417	Approve the selection of Kimley-Horn and Associates, Inc. to provide design phase services for the Windy Hill Road Corridor (Purple Martin Avenue to FM 2001) project in Precinct 2; and authorize staff and counsel to negotiate a contract.	Y	Y	Y	Y	Y
2/11/2025	41418	Approve the selection of LJA Engineering, Inc. to provide design phase services for the High Road/CR 127 (East of Goforth Road to SH 21) project in Precinct 1; and authorize staff and counsel to negotiate a contract.	Y	Y	Y	Y	Y
2/11/2025	41419	Approve the selection of Quiddity (Jones Carter) to provide design phase services for the FM 150 East Project in Precinct 1 & 2; and authorize staff and counsel to negotiate a contract.	Y	RECUSE	Y	Y	Y
2/11/2025	41420	Accept road construction & surface drainage improvements, release the performance bond #800166069 in the amount of \$272,576.87 and accept the 2-year maintenance bond #PB03016801193 in the amount of \$12,278.71 for Caliterra subd., Phase 5, Section 13.	Y	Y	Y	Y	Y
2/11/2025	41421	Release the maintenance bond #GM213853 in the amount of \$91,193.66 for Emma Park subd., Phase 1 and accept roads and surface drainage improvements into the County Road Maintenance System.	Y	Y	Y	Y	Y
2/11/2025	41422	Approve the Johnson-Knight Subdivision, Replat (PLN-2350-PC).	Y	Y	Y	Y	Y
2/11/2025	41423	Approve Triple "R" Ranchettes, Lot 15C, Replat (PLN-2633-PC).	Y	Y	Y	Y	Y
2/11/2025	41424	Authorize the execution of a Development Agreement for the Crockett Canyon Estates Condominiums between Hays County and Lang Family Ranches LP.	Y	Y	Y	Y	Y
2/11/2025	41425	Call for a Public Hearing on February 25th, 2025 regarding the Dripping Springs Ranch, Ph 2, Lot 1B, Replat (PLN-2683-PC).	Y	Y	Y	Y	Y
2/11/2025	41426	Call for a Public Hearing on February 25th, 2025 regarding the Replat of Hallett Entjer Subdivision, Replat of Lots 1 & 2 (PLN-2673-PC).	Y	Y	Y	Y	Y
2/11/2025	41427	Ratify Approval of the PEC Yarrington Substation, Final Plat (PLN-2630-NP).	Y	Y	Y	Y	Y
2/11/2025	41428	Authorize the Director of Transportation, Jennifer Moczygemba, to take a county issued vehicle to her residence outside the County.	Y	Y	Y	Y	Y
2/11/2025	41429	Authorize the execution of a contract between Hays County and Blue Cross and Blue Shield of Texas for COBRA Continuation of Coverage under the Employer's Group Health Plan pursuant to RFP 2024-P11.	Y	Y	Y	Y	Y
2/11/2025	41430	Authorize the execution of a Professional Services Agreement between Hays County and Broadus & Associates for Project Management Services related to the development of a Countywide Improvement Program.	Y	NO	Y	Y	Y
2/11/2025	41431	Authorize the execution of a contract between Hays County and SpawGlass Contractors, Inc. pursuant to RFP 2025-P01 Sentinel Peak Park Improvements - Construction Manager at Risk.	Y	Y	Y	Y	Y
2/11/2025	41432	Authorize the execution of a contract between Hays County and Freese & Nichols, Inc. related to Development Regulations and Standards Updates pursuant to RFP 2024-Q03.	Y	Y	Y	Y	Y
2/11/2025	41433	Authorize the execution of a Professional Services Agreement between Hays County and Terracon Consultants, Inc. to provide construction material testing for the Hays County Jail renovation project and amend the budget accordingly.	Y	Y	Y	Y	Y
2/11/2025	41434	Authorize the execution of a Professional Services Agreement between Hays County and Pracademic Partners for recruitment of a County Administrator and amend the budget accordingly.	Y	Y	Y	Y	Y
2/11/2025	41435	Re-grade eight Paralegal positions and one Public Information Coordinator within the District Attorney's Office effective February 16, 2025 and amend the budget accordingly.	Y	Y	Y	Y	Y
2/11/2025	41436	Authorize the execution of a Professional Services Agreement between Hays County and Freese and Nichols, Inc. regarding updating, renewing, and implementing the County's Stormwater Management Program; and authorizing the County Judge to submit a Notice of Intent to the Texas Commission on Environmental Quality (TCEQ) associated therewith.	Y	Y	Y	Y	Y



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Villarreal-Alonzo

Sponsor:

Villarreal-Alonzo

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### Agenda Item

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

### Summary

Internal Examination Reports include the following Offices:

Sheriff's Office Fees of Office - Jan to Mar 2024, Apr to Jun 2024

County Clerk Records - Apr to Jun 2024, Jul to Sep 2024

Justice of the Peace Pct 5 - Jul to Sep 2024

Tax Office Refunds - Oct 2023 to Feb 2024

Sheriff's Office Drug Forfeiture Fund - Oct 2022 to Sep 2023, Oct 2023 to Sep 2024

District Attorney Drug Forfeiture Fund - Sep 2022 to Aug 2023, Sep 2023 to Aug 2024

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### Attachments

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)

February 14, 2025

Sheriff Anthony Hipolito  
810 South Stagecoach Trail  
San Marcos, Texas 78666

Sheriff Hipolito:

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

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

The following exceptions were noted during the Auditor's Office review for the period January 2024 through March 2024:

**#1 The February 2024 Revenue Report provided to the Hays County Auditor's Office was not accurate.**

The Hays County Auditor's Office noted that the February 2024 revenue report did not agree to supporting documentation due to a typographical error.

**Recommendation**

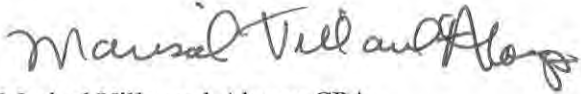
The Auditor's Office recommends that the Sheriff's Office review their procedures to ensure that all revenue reports are accurate per Texas Local Government Code §115.002.

**Management Response**

*"In June 2024, the S.O. was approved for a financial specialist position. This addition has improved segregation of duties and enhanced the review process for financial reports."*

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

Sincerely,

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

Marisol Villarreal-Alonzo CPA

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.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)

February 14, 2025

Sheriff Anthony Hipolito  
810 South Stagecoach Trail  
San Marcos, Texas 78666

Sheriff Hipolito:

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

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

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

**#1 The May 2024 Revenue Report provided to the Hays County Auditor's Office was not accurate.**

The Hays County Auditor's Office noted that the May 2024 revenue report did not include revenue from two transactions on May 30 and May 31. Internal auditors noted these transactions were reported on the June 2024 report.



**Recommendation**

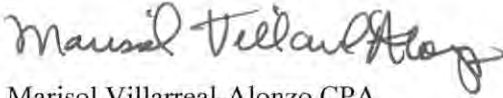
The Auditor's Office recommends that the Sheriff's Office review their procedures to ensure that all revenue reports are accurate per Texas Local Government Code §115.002. All transactions should be reconciled and reported on a monthly basis.

**Management Response**

*"In June 2024, the S.O. was approved for a financial specialist position. This addition has improved segregation of duties and enhanced the review process for financial reports."*

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

Sincerely,



Marisol Villarreal-Alonzo CPA  
County Auditor

jc





## OFFICE OF THE COUNTY AUDITOR

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**Assistant County Auditor**

scot.woodland@hayscountytexas.gov

February 18, 2025

Dr. Elaine Cardenas

County Clerk

712 S. Stagecoach Trail, Suite 2008

San Marcos, Texas 78666

Dr. Cardenas:

The Hays County Auditor's Office has examined the monthly reports of the Hays County Clerk – Records for the months of 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.

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



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scot.woodland@hayscountytexas.gov

February 18, 2025

Dr. Elaine Cardenas

County Clerk

712 S. Stagecoach Trail, Suite 2008

San Marcos, Texas 78666

Dr. Cardenas:

The Hays County Auditor's Office has examined the monthly reports of the Hays County Clerk – Records for the months of July 2024 through September 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.

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



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**Scot Woodland**  
**Assistant County Auditor**  
[scot.woodland@hayscountytexas.gov](mailto:scot.woodland@hayscountytexas.gov)

January 23, 2025

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 July 2024 through September 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.

### **#1 One deposit from September 2024 revenue was not deposited timely.**

The Hays County Auditor's Office noted that the cash and checks collected on September 9<sup>th</sup> was not deposited to the bank until September 30<sup>th</sup>, 16 business days after initial receipt. Section 113.022 of Texas Local Government Code requires money be deposited "without exception, on or before the fifth business day after the day on which the money is received."

### **Recommendation**

The Hays County Auditor's Office recommends that Justice of the Peace Precinct 5 review their procedures to ensure all deposits are made timely.



**Management Response**

When closing on September 9th the deposit was placed in a spare deposit bag, we had not received our primary bag back from the Constable's office after their run to the bank. When the clerk received the bag with the deposit slips back on the 10th there were two slips in the bag, she did not notice that one was a duplicate and thought both Fridays and Mondays had been sent. It wasn't until 9/30/2024 when someone needed additional change and checked the bag that the deposit was discovered. The clerks now verify the deposit totals and dates more carefully or give the slips to the administrator to verify before attaching the slips to the daily paperwork. Judge have reviewed policy with clerks to ensure that the double check the safe and follow procedures.

**#2 Three payments from August 2024 were not receipted timely.**

The Hays County Auditor's Office noted that three credit card payments from August were not receipted in Odyssey until September 9<sup>th</sup>, between 11 and 18 business days after initial receipt. Failure to receipt payments timely increases the risk that decisions in the case may be made with incomplete information.

**Recommendation**

The Hays County Auditor's Office recommends that Justice of the Peace Precinct 5 review their procedures to ensure all payments are receipted timely.

**Management Response**

At that time, we had a new clerk who had just started processing online payments. Both the new and the senior clerk were processing online payments throughout the day. With both clerks processing payments there was a communication breakdown on which payments had been processed. There were payments missed. In September we implemented a schedule for the clerks so that only one clerk was processing online/ overnight payments daily. We now print an additional report showing the last online payment processed for that day, so the next person has a starting point. Judge Bryant has made all clerks aware and will continue to monitor process.

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

Sincerely,



Marisol Villarreal-Alonzo CPA, MPA  
Hays County Auditor  
jc



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**Scot Woodland**

**Assistant County Auditor**

scot.woodland@hayscountytexas.gov

---

December 27, 2024

Honorable Jenifer O'Kane, PCC  
Hays County Tax Assessor-Collector  
712 South Stagecoach Trail, Ste. 1120  
San Marcos, Texas 78666

Dear Ms. O'Kane:

In accordance with subsection 115.002 and 115.004 of Texas Local Government Code, the Hays County Auditor's Office performed an internal examination of the records of the Hays County Tax Office. The scope of the internal examination consisted of reviewing a sampling of refunds issued by the office during the period of October 1, 2023, to February 28, 2024.

Based on the internal examination, except for the following findings and recommendations, refunds issued appear to be properly authorized, accurately calculated and applied to the proper tax year, in accordance with Texas Tax Code §26.15 Correction of Tax Roll, §31.11 Refunds of Overpayments or Erroneous Payments, and §31.111 Refunds of Duplicate Payments.

### **#1 Tax Bill Not Applying Limitation on Appraised Value of Homestead Correctly**

Refund check number 92010 in the amount of \$24,262.56 was processed on 10/25/23. On 5/4/2024, the taxpayer questioned the reason for the refund check being issued, and a note was placed on the account to follow up with the Hays County Central Appraisal District. Per review of the tax collection software, completion of improvements to the property triggered a change in the treatment of improvement value. As a result, the year-over-year value increase limitation calculation excluded the prior value of improvements. Upon inquiry by the Hays County Auditor's Office, the Hays County Tax Assessor-Collector contacted the Hays County Central Appraisal District to review the limitation on year-over-year value increases for this account and it was determined that a corrected tax roll supplement would be issued as the homestead was not applied correctly. Auditors confirmed the 2024 tax roll for this account was corrected, however, the prior years' tax rolls are still pending correction.

### ***Recommendation***

The Hays County Tax Office should review refunds, exemptions, and supplements from the Hays County Central Appraisal District for accuracy. In addition, the Hays County Tax Office should ensure it consistently follows up on inquiries in a timely manner.

**Management Response**

*The Hays Central Appraisal District is the responsible party for ensuring accuracy of the 10% Homestead cap, not the Hays County Tax Office.*

*The Tax Office does review the Roll Corrections report provided by the Appraisal District after loading every supplemental file and before generating and mailing supplement statements. A comment field is provided on this report which the Appraisal District uses to record the reason for the supplement. The Tax Office reviews each individual comment on each account. There are some standard comments that alert the Tax Office to the need to verify and/or update information manually (due to constraints of the software). These manual updates are completed prior to billing. However, there is no built-in check within the software to verify the Appraisal District has calculated the 10% cap correctly, year over year, and the Tax Office does not have the resources or staffing to check the appraisal districts work on the 10% HS cap.*

**#2 Incorrect Calculation of Value Limitation**

Refund check number 93643 in the amount of \$1,414.54 was processed on 2/8/2024. There appears to be an issue with the freeze ceiling calculation in 2021. For 2020 tax year, the freeze ceiling increased due to new homestead value being added and in 2021, the freeze ceiling reverted to the amount from 2019. Therefore, the taxpayer may owe additional tax of \$1,277.02. Upon inquiry, the Hays County Tax Assessor-Collector contacted the tax software provider to review the account.

**Recommendation**

The Hays County Tax Office should ensure the tax calculation software accurately calculates tax limitations. A thorough review of changes to tax limitations will ensure bills are accurately calculated.

**Management Response**

*The Hays County Tax Office reached out to the software vendor to research why the system reverted back to the 2019 tax ceiling amounts. The vendor response indicated that there was no evidence of incorrect data entered by the Hays County Tax Office that would have caused this occurrence. They further indicated that they believed this was a case of 'bad data' on the database but because the account had been supplemented many times since 2021 it would be difficult to go back and trace the root cause. The vendor recommended carefully combing through the tax ceiling reporting that is produced during the 2025 levy process to see if any additional examples of this arise.*

*Being that there is no finding that the Tax Office caused this occurrence, the Tax Assessor-Collector has recommended to the Assistant Tax Assessor-Collector to consider consulting with neighboring Counties who use the same vendor on any issues they have with tax ceiling accuracy. Also recommended is to potentially go out for bid to explore other vendor options that could ensure the highest level of accuracy in these very complex calculations.*

**#3 Refund Check Issued Included Refund Amount for Other Properties Belonging to Different Owner**

Refund check number 91535 in the amount of \$3,615.24 was processed on 10/18/2023. Per review of documentation in tax software, the refund should have totaled \$2,570.74. Per the Hays County Tax Office, the additional refund amount of \$1,044.50 that is due to a different taxpayer was included with this taxpayer's refund. Auditor's confirmed the \$1,044.50 was issued to the correct taxpayer in October 2024 and collected from the over refunded taxpayer on 12/13/2024.

**Recommendation**

The Hays County Tax Office should review and improve their refund procedures to ensure the correct amounts are refunded to the correct parties. Supervisory review will help ensure that refund checks are accurate.

**Management Response**

*The Hays County Tax Office's Accounting Department has developed additional review steps to follow to ensure an error like this one does not happen again. The staff member that made the error has been addressed and the funds have been returned to the proper party.*

**#4 Tax Roll Supplements Are Not Processed Timely**

Tax Roll supplements received from the Hays County Central Appraisal District (CAD) are not processed in a timely manner. Auditors reviewed internal documents used to track tax roll supplement processing for FY 24 and determined the following. Auditors were unable to verify if 13 of 154 supplements were or were not processed timely because processing dates were not noted in internal documents. 129 of 154 supplements were processed greater than 60 days after receipt. Supplements were processed between 36 to 333 days after receipt from the CAD. Tax Code Section 31.12 requires interest be paid to taxpayers whose refund remains unpaid for greater than 60 days from "the date the change in the tax roll is certified to the assessor"

**Recommendation**

The Hays County Tax Office should review their processes to ensure tax roll supplements are uploaded and processed timely. This will ensure that taxpayers will receive the most up to date information when seeking information about their tax bills and allow for the timely processing of refunds.

**Management Response**

*A position has been requested and approved by the court specifically to address this very important issue. This is now one of the main functions of the Property Tax Application Specialist who is working to ensure this backlog never occurs again.*

The Hays County Auditor's Office noted a potential inconsistency in the tax bill calculations made by the Hays County Tax Office's software provider as described below.

**SB2, 88<sup>th</sup> Legislature, 2<sup>nd</sup> Special Session Calculation Note**

Tax Code §11.26(a) limits the taxes a school district may impose on qualifying individuals under Tax Code §11.13(c) as the lower of the taxes due in the first or second year the individual qualifies for the limitation. Commonly referred to as the "Second-Year Rule". Senate Bill 2, titled the "Property Tax Relief Act" took effect for the 2023 tax year and made changes to the school tax limitation calculations on homesteads for the elderly and disabled. The Hays County Tax Office's software provider updated its software to apply the calculated adjustments after applying any tax limitation decrease cause by the "Second-Year Rule". Attorney General Opinion No. KP-0470 issued July 3, 2024, explains the language added in the bill, Tax Code §11.26(a-5) through (a-9), does not include the two-year comparison and therefore the school tax limitation should be applied without the comparison. Per an estimation by the Hays County Tax Office and their software provider, approximately 1,700 accounts may have been affected by this adjustment and included the calculation with a first- and second-year comparison. However, the vendor was unable to determine which accounts were actually impacted or the overall impact to those accounts. The Hays County Auditor's Office acknowledges this opinion is not a court ruling and not binding but does agree with the interpretation of the statute provided by the opinion.

**Management Response**

*A meeting was held with two Tax Assessor-Collector's from the Tax Assessor-Collector's Association of Texas and a representative of the Governor's office to discuss the AG Opinion that was issued this August. My understanding of the discussion and action decided upon is below.*

*The discussion included the fact that Spindle Media, ACT and Tyler Technologies all met with legal counsel prior to the 2023 tax season and agreed upon the current interpretation of the legislation in question. These software companies represent roughly 80% of the state of Texas in assessment/collections. It was decided by the TACs that the AG opinion is an opinion of how a court would rule should this be taken up legally,*



*but it is not a mandate. The Hays County Tax Office received hundreds of phone calls (as I imagine all counties across the State did) from the elderly and disabled after bills were mailed, wanting confirmation (sometimes in tears) that their ISD bill was indeed correct. The TACs agreed that at this point they would not be going back and re-billing these citizens based on an opinion.*

*The Governor's office agreed that of the two options, not re-billing at this point would be best as it would give them further time to analyze the impact and get with TEA on a potential fix or potentially making up the difference through state funding.*

*I am of the same opinion as my fellow Tax Assessor-Collectors and Hays County will not be sending a supplement statement at this time. - Jenifer O'Kane*

The Hays County Auditor's Office also noted an inconsistency in the Hays County Central Appraisal District's supplemental roll correction reports as described below.

#### **Incorrect Exemption Status**

Refund check number 97491 in the amount of \$3,703.11 was processed on 3/21/2024. The Hays County Auditor's Office noted an initial over 65 exemption status and tax ceiling effective for tax year 2019 as well as multiple changes in ownership and exemption status across 2021, 2022, and 2023 tax years. These ownership changes resulted in varying tax limitation amounts and potentially an additional refund due. Per review of information within the Hays County Tax Office software, the changes to exemption status ultimately resulted in a tax ceiling effective beginning in 2023, rather than the 2019 effective date that was appropriate. Per the Hays County Tax Office, the roll corrections report received alongside supplement 291 only included correction information for tax year 2023 and did not include information for tax years 2021 and 2022 which would imply the exemption status for those years was correct and did not need manual review.

Upon further inquiry, the Hays County Tax Assessor-Collector contacted the Hays County Central Appraisal District to further investigate. The Hays County Central Appraisal District re-ran the roll corrections reports using the same report parameters as supplement 291 which then showed the corrected exemption status for all tax years. The Hays County Tax Assessor-Collector stated they will load the corrected supplement from the Hays County Central Appraisal District and correct the freeze ceiling for 2022 forward after 2024 data is uploaded into the tax software. Auditors confirmed a correction was made to the account on 11/22/2024.

#### **Management Response**

*The Roll Corrections report from the Hays Central Appraisal District failed to list this account when it was sent to the tax office. Being that this is the report the Tax Office uses to verify the reason each individual account is supplemented, there was no way for the Tax Office to know to look at this account at all. Had the account been on the report, the supplement code would have been viewed, and it would have initiated a manual correction to the account. This account has been manually corrected by the Tax Office.*

We appreciate the cooperation and assistance provided to my Office during the internal examination.

Sincerely,



Marisol Villarreal-Alonzo, CPA  
Hays County Auditor  
pm/jc





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**Scot Woodland**  
Assistant County Auditor  
[scot.woodland@co.hays.tx.us](mailto:scot.woodland@co.hays.tx.us)

November 30, 2024

The Honorable Gary Cutler  
Hays County Sheriff  
810 South Stagecoach Trail  
San Marcos, Texas 78666

Dear Sheriff Cutler:

In accordance with subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure, the Auditor's Office performed an internal examination of the records of Hays County Sheriff's Drug Forfeiture Fund and the attached annual Code of Criminal Procedure Chapter 59 Asset Forfeiture Report the period of October 1, 2022 to September 30, 2023. The internal examination consisted of reviewing seizures, deposits, disbursements, and other supporting documentation.

Based on the internal examination, seizures, receipts, and disbursements appear to be adequately accounted for and the overall condition of financial records and supporting documentation appear to be accurately maintained in accordance with the statutory requirements under subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure.

We appreciate the cooperation and assistance provided to my Office during the internal examination. Please contact the Auditor's Office if you have any questions.

Sincerely,

Marisol Villarreal-Alonzo, CPA, MPA  
Hays County Auditor



# KEN PAXTON

## ATTORNEY GENERAL of TEXAS

### CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

## Agency Information

---

### Agency Information

Year: 2023	Agency Name: <u>Hays County Sheriff's Dept.</u>
Agency Mailing Street: 810 South Stagecoach Trail	City: San Marcos
ZIP: 78666	State: TX
County: Hays	Phone Number: (512) 393-7808
Agency Fiscal Beginning Month: October	Agency Fiscal Ending Month: September

## I. Seized Funds

---

**Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.**

### **Seized Funds Pursuant to Chapter 59**

*Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.*

A) Beginning Balance: \$0.00

### **B) Seizures During Reporting Period**

*Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency (E.G. seizing officer's affidavit).*

1) Amount seized and retained  
in your agency's custody: \$0.00

2) Amount seized and transferred to the District Attorney pending forfeiture: \$35,813.78

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$35,813.78

C) Interest Earned on Seized Funds During Reporting Period: \$0.00

D) Amount Returned to Defendants/Respondents: \$0.00

E) Amount Transferred to Forfeiture Account: \$0.00

F) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Ending Balance - Mailed Form:

## II. Forfeited Funds & Other Court Awards

---

### Forfeited Funds and Other Court Awards Pursuant to Chapter 59

*Funds awarded to your agency by the judicial system and which are available to spend.*

A) Beginning Balance: \$169,411.00

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$34,298.65

C) Interest Earned on Forfeited  
Funds During Reporting Period: \$6,986.46

D) Amount Awarded Pursuant  
to 59.022: \$0.00

E) Amount Awarded Pursuant  
to 59.023: \$0.00

F) Proceeds Received by Your  
Agency From Sale of Forfeited  
Property: \$1,805.00

G) Amount Returned to Crime  
Victims: \$0.00

H) Other Reconciliation Items  
(Must provide detail in box below): (\$940.00)

Description:

Buyout of 9mm Plymer 80 handgun (22-1134) & 2009 BMW X5 (22-0550)

I) Total Expenditures of  
Forfeited Funds During  
Reporting Period. This field will  
be auto-calculated once  
section VI has been completed  
and you save or switch  
sections.: \$41,758.02

J) Ending Balance - This field  
will be auto-calculated when  
you SAVE or switch sections.: \$169,803.09

I) Total Expenditure from  
Mailed Form:

J) Ending Balance from Mailed  
Form:

### III. Other Property

---

## Other Property

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

### A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)

- 1) Seized: 4
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 1

### B) Real Property (Count each parcel seized as one item)

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

### C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

### D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

- 1) Seized: 9
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 1

### E) Other Property

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

Description	Seized	Forfeited To Agency	Returned to Defendants/Respondents	Put into use by Agency
250 Gallon Liquid Cells, Siphoned Pumps, Vehicle Batteries	1	0	0	0
Rolex RLX8561	1	0	0	0

## IV. Forfeited Property Received

---

### Forfeited Property Received From Another Agency

*Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.*

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

## V. Forfeited Property Transferred/Loaned

---

### Forfeited Property Transferred or Loaned to Another Agency

*Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.*

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

## VI. Expenditures: A - D

---

### A) Salaries

1) Increase of Salary, Expense  
or Allowance for Employees \$0.00  
(Salary Supplements):

2) Salary Budgeted Solely \$0.00  
From Forfeited Funds:

3) Number of Employees Paid 0  
Using Forfeiture Funds:

4) TOTAL SALARIES PAID  
OUT OF CHAPTER 59 \$0.00  
FUNDS:

Total Salaries from Mailed  
Form:

### B) Overtime

1) For Employees Budgeted by \$0.00  
Governing Body:

2) For Employees Budgeted \$0.00  
Solely out of Forfeiture Funds:

3) Number of Employees Paid 0  
Using Forfeiture Funds:

4) TOTAL OVERTIME PAID  
OUT OF CHAPTER 59 \$0.00  
FUNDS:

Total Overtime from Mailed  
Form:

### C) Equipment

1) Vehicles: \$0.00

2) Computers: \$6,229.30

3) Firearms, Protective Body Armor, Personal Equipment: \$13,254.64

4) Furniture: \$0.00

5) Software: \$0.00

6) Maintenance Costs: \$0.00

7) Uniforms: \$5,432.91

8) K9 Related Costs: \$728.76

9) Other (Must provide detail in box below): \$1,259.98

Description:

Vehicle Equipment - Truck Bed Cover.

10) TOTAL EQUIPMENT  
PURCHASED WITH \$26,905.59  
CHAPTER 59 FUNDS:

Total Equipment from Mailed  
Form:

#### D) Supplies

1) Office Supplies: \$1,295.88

2) Mobile Phone and Data Account Fees: \$0.00

3) Internet: \$0.00

4) Other (Must provide detail in box below): \$407.79

Description:

Promotional Stress Balls

5) TOTAL SUPPLIES  
PURCHASED WITH \$1,703.67  
CHAPTER 59 FUNDS:

Total Supplies from Mailed  
Form:

## VI. Expenditures: E



## **E) Travel**

### **1) In State Travel**

a) Transportation: \$0.00  
b) Meals & Lodging: \$0.00  
c) Mileage: \$0.00  
d) Incidental Expenses: \$0.00  
  
e) Total In State Travel: \$0.00

Total In State Travel from  
Mailed Form:

### **2) Out of State Travel**

a) Transportation: \$4,144.05  
b) Meals & Lodging: \$9,004.71  
c) Mileage: \$0.00  
d) Incidental Expenses: \$0.00  
  
e) Total Out of State Travel: \$13,148.76

Total Out of State Travel from  
Mailed Form:

### **3) Total Travel Paid Out of Chapter 59 Funds**

Total Travel Paid Out of  
Chapter 59 Funds: \$13,148.76

Total Travel from Mailed Form:

## **VI. Expenditures: F - G**

---

### **F) Training**

1) Fees (Conferences,  
Seminars): \$0.00  
2) Materials (Books, CDs,  
Videos, etc.): \$0.00

3) Other (Must provide detail in  
box below): \$0.00

Description:

4) TOTAL TRAINING PAID  
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Training from Mailed  
Form:

#### G) Investigative Costs

1) Informant Costs: \$0.00  
2) Buy Money: \$0.00  
3) Lab Expenses: \$0.00  
4) Other (Must provide detail in  
box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE  
COSTS PAID OUT OF  
CHAPTER 59 FUNDS: \$0.00

Total Investigative Costs from  
Mailed Form:

## VI. Expenditures: H - N

---

#### H) Prevention / Treatment Programs / Financial Assistance / Donation

1) Total Prevention/Treatment  
Programs (pursuant to 59.06  
(d-3(6), (h), (j) ): \$0.00

2) Total Financial Assistance  
(pursuant to Articles 59.06 (n)  
and (o) ): \$0.00

3) Total Donations (pursuant to  
Articles 59.06 (d-2)): \$0.00

4) Total scholarships to  
children of officers killed in the

line of duty (pursuant to Article 59.06 (r)): \$0.00

5) TOTAL  
PREVENTION/TREATMENT  
PROGRAMS/FINANCIAL  
ASSISTANCE/DONATIONS  
(Pursuant to Articles 59.06 (d-3(6)), (h), (j), (n), (o), (d-2), (r)) - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Total  
PREVENTION/TREATMENT  
PROGRAMS/FINANCIAL  
ASSISTANCE/DONATIONS  
from Mailed Form:

#### I) Facility Costs

1) Building Purchase: \$0.00  
2) Lease Payments: \$0.00  
3) Remodeling: \$0.00  
4) Maintenance Costs: \$0.00  
5) Utilities: \$0.00  
6) Other (Must provide detail in box below): \$0.00

Description:

7) TOTAL FACILITY COSTS  
PAID OUT OF CHAPTER 59 FUNDS: \$0.00

Total Facility Costs from  
Mailed Form:

#### J) Miscellaneous Fees

1) Court Costs: \$0.00  
2) Filing Fees: \$0.00  
3) Insurance: \$0.00  
4) Witness Fees (including travel and security): \$0.00  
5) Audit Costs and Fees (including audit preparation and professional fees): \$0.00

6) Other (Must provide detail in  
box below): \$0.00

Description:

7) Total Miscellaneous Fees  
Paid Out of Chapter 59 Funds  
- This will be auto-calculated \$0.00  
when you SAVE or switch  
sections:

Total Miscellaneous Costs  
from Mailed Form:

**K) Paid to State Treasury / General Fund / Health & Human Services Commission**

1) Total paid to State Treasury  
due to lack of local agreement \$0.00  
pursuant to 59.06 (c):

2) Total paid to State Treasury  
due to participating in task \$0.00  
force not established in  
accordance with 59.06 (q)(1):

3) Total paid to General Fund  
pursuant to 59.06 (c-3) (C) \$0.00  
(Texas Department of Public  
Safety only):

4) Total forfeiture funds  
transferred to the Health and \$0.00  
Human Services Commission  
pursuant to 59.06 (p):

5) TOTAL PAID TO STATE  
TREASURY/ GENERAL  
FUND/ HEALTH & HUMAN \$0.00  
SERVICES COMMISSION  
OUT OF CHAPTER 59  
FUNDS:

Total Paid to State  
Treasury/General fund/ Health  
& Human Services  
Commission from Mailed  
Form:

**L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement**

TOTAL PAID TO  
COOPERATING \$0.00  
AGENCY(IES) PURSUANT  
TO LOCAL AGREEMENT:

**M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories**

TOTAL OTHER EXPENSES  
PAID OUT OF CHAPTER 59  
FUNDS WHICH ARE NOT  
ACCOUNTED FOR IN \$0.00  
PREVIOUS CATEGORIES  
(Must provide detail in box  
below):

Description:

#### N) Total Expenditures

TOTAL EXPENDITURES: \$41,758.02

Total Expenditures from Mailed  
Form:

## Financial Professional Signature

---

*After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.*

Do you acknowledge the  
above terms : Yes

Typed Name of  
Auditor/Treasurer/Accounting  
Professional/Preparer:: Marisol  
Villarreal-Alonzo

Title: Hays County  
Auditor

## Head of Agency Certification

---

*After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture*

*report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.*

Do you acknowledge the  
above terms : Yes

Year: 2023

Typed Name of Head of  
Agency:: Gary Cutler

Title: Sheriff

Date: 11/30/2023

Comments:



**OFFICE OF THE COUNTY AUDITOR**

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

www.hayscountytx.com

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

**Scot Woodland**  
Assistant County Auditor  
scot.woodland@co.hays.tx.us

November 8, 2024

The Honorable Gary Cutler  
Hays County Sheriff  
810 South Stagecoach Trail  
San Marcos, Texas 78666

Dear Sheriff Cutler:

In accordance with subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure, the Auditor's Office performed an internal examination of the records of Hays County Sheriff's Drug Forfeiture Fund and the attached annual Code of Criminal Procedure Chapter 59 Asset Forfeiture Report the period of October 1, 2023 to September 30, 2024. The internal examination consisted of reviewing seizures, deposits, disbursements, and other supporting documentation.

Based on the internal examination, seizures, receipts, and disbursements appear to be adequately accounted for and the overall condition of financial records and supporting documentation appear to be accurately maintained in accordance with the statutory requirements under subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure.

We appreciate the cooperation and assistance provided to my Office during the internal examination. Please contact the Auditor's Office if you have any questions.

Sincerely,

Marisol Villarreal-Alonzo, CPA, MPA  
Hays County Auditor



# KEN PAXTON

## ATTORNEY GENERAL of TEXAS

### CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

## Agency Information

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### Agency Information

Year: 2024	Agency Name: <u>Hays County Sheriff's Dept.</u>
Agency Mailing Street: 810 South Stagecoach Trail	City: San Marcos
ZIP: 78666	State: TX
County: Hays	Phone Number: (512) 393-7808
Agency Fiscal Beginning Month: October	Agency Fiscal Ending Month: September

## I. Seized Funds

---

**Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.**

### **Seized Funds Pursuant to Chapter 59**

*Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.*

A) Beginning Balance: \$0.00

### **B) Seizures During Reporting Period**

*Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency (E.G. seizing officer's affidavit).*

1) Amount seized and retained  
in your agency's custody: \$0.00



2) Amount seized and transferred to the District Attorney pending forfeiture: \$61,565.62

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$61,565.62

C) Interest Earned on Seized Funds During Reporting Period: \$0.00

D) Amount Returned to Defendants/Respondents: \$0.00

E) Amount Transferred to Forfeiture Account: \$0.00

F) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Ending Balance - Mailed Form:

## II. Forfeited Funds & Other Court Awards

---

### Forfeited Funds and Other Court Awards Pursuant to Chapter 59

*Funds awarded to your agency by the judicial system and which are available to spend.*

A) Beginning Balance: \$169,803.09

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$50,879.22

C) Interest Earned on Forfeited  
Funds During Reporting Period: \$7,677.06

D) Amount Awarded Pursuant  
to 59.022: \$0.00

E) Amount Awarded Pursuant  
to 59.023: \$0.00

F) Proceeds Received by Your  
Agency From Sale of Forfeited  
Property: \$3,091.50

G) Amount Returned to Crime  
Victims: \$0.00

H) Other Reconciliation Items  
(Must provide detail in box  
below): (\$13,386.10)

Description:

2023-36313 Glock 19, 2023-56008 2022 Toyota 4-Runner, 20-1126 Payout to SMPD.

I) Total Expenditures of  
Forfeited Funds During  
Reporting Period. This field will  
be auto-calculated once  
section VI has been completed  
and you save or switch  
sections.: \$69,188.17

J) Ending Balance - This field  
will be auto-calculated when  
you SAVE or switch sections.: \$148,876.60

I) Total Expenditure from  
Mailed Form:

J) Ending Balance from Mailed  
Form:

### III. Other Property

---

### Other Property

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

#### A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)

1) Seized: 2  
2) Forfeited to Agency: 0  
3) Returned to  
Defendants/Respondents: 7  
4) Put into use by Agency: 1

#### B) Real Property (Count each parcel seized as one item)

1) Seized: 0  
2) Forfeited to Agency: 0  
3) Returned to  
Defendants/Respondents: 0  
4) Put into use by Agency: 0

#### C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

1) Seized: 0  
2) Forfeited to Agency: 0  
3) Returned to  
Defendants/Respondents: 0  
4) Put into use by Agency: 0

#### D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

1) Seized: 2  
2) Forfeited to Agency: 0  
3) Returned to  
Defendants/Respondents: 5  
4) Put into use by Agency: 1

#### E) Other Property

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

Description	Seized	Forfeited To Agency	Returned to Defendants/Respondents	Put into use by Agency
Rolex RLX8561	0	0	1	0

## IV. Forfeited Property Received

---

### **Forfeited Property Received From Another Agency**

*Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.*

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

## V. Forfeited Property Transferred/Loaned

---

### **Forfeited Property Transferred or Loaned to Another Agency**

*Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.*

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

## VI. Expenditures: A - D

---

### A) Salaries

1) Increase of Salary, Expense  
or Allowance for Employees (Salary Supplements): \$0.00

2) Salary Budgeted Solely  
From Forfeited Funds: \$0.00

3) Number of Employees Paid  
Using Forfeiture Funds: 0

4) TOTAL SALARIES PAID  
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Salaries from Mailed  
Form:

### B) Overtime

1) For Employees Budgeted by  
Governing Body: \$0.00

2) For Employees Budgeted  
Solely out of Forfeiture Funds: \$0.00

3) Number of Employees Paid  
Using Forfeiture Funds: 0

4) TOTAL OVERTIME PAID  
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Overtime from Mailed  
Form:

### C) Equipment

1) Vehicles: \$0.00

2) Computers: \$8,891.00

3) Firearms, Protective Body  
Armor, Personal Equipment: \$30,186.38

4) Furniture: \$0.00

5) Software: \$9,840.00

6) Maintenance Costs: \$0.00

7) Uniforms: \$0.00  
8) K9 Related Costs: \$0.00  
9) Other (Must provide detail in  
box below): \$0.00

Description:

10) TOTAL EQUIPMENT  
PURCHASED WITH \$48,917.38  
CHAPTER 59 FUNDS:

Total Equipment from Mailed  
Form:

#### **D) Supplies**

1) Office Supplies: \$0.00  
2) Mobile Phone and Data  
Account Fees: \$0.00  
3) Internet: \$0.00  
4) Other (Must provide detail in  
box below): \$473.51

Description:

Promotional stress balls

5) TOTAL SUPPLIES  
PURCHASED WITH \$473.51  
CHAPTER 59 FUNDS:

Total Supplies from Mailed  
Form:

## **VI. Expenditures: E**

---

#### **E) Travel**

##### **1) In State Travel**

a) Transportation: \$0.00  
b) Meals & Lodging: \$0.00  
c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total In State Travel: \$0.00

Total In State Travel from  
Mailed Form:

## 2) Out of State Travel

a) Transportation: \$2,815.74

b) Meals & Lodging: \$6,179.35

c) Mileage: \$0.00

d) Incidental Expenses: \$680.75

e) Total Out of State Travel: \$9,675.84

Total Out of State Travel from  
Mailed Form:

## 3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of  
Chapter 59 Funds: \$9,675.84

Total Travel from Mailed Form:

# VI. Expenditures: F - G

---

## F) Training

1) Fees (Conferences,  
Seminars): \$0.00

2) Materials (Books, CDs,  
Videos, etc.): \$0.00

3) Other (Must provide detail in  
box below): \$194.46

Description:

Food purchase for Crime Victim Training and Board of Governor & Chief LE meetings.

4) TOTAL TRAINING PAID

OUT OF CHAPTER 59 FUNDS: \$194.46

Total Training from Mailed Form:

**G) Investigative Costs**

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS: \$0.00

Total Investigative Costs from Mailed Form:

## VI. Expenditures: H - N

---

**H) Prevention / Treatment Programs / Financial Assistance / Donation**

- 1) Total Prevention/Treatment Programs (pursuant to 59.06 (d-3(6), (h), (j) ): \$0.00
- 2) Total Financial Assistance (pursuant to Articles 59.06 (n) and (o) ): \$0.00
- 3) Total Donations (pursuant to Articles 59.06 (d-2)): \$0.00
- 4) Total scholarships to children of officers killed in the line of duty (pursuant to Article 59.06 (r)): \$0.00

5) TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE/DONATIONS



(Pursuant to Articles 59.06  
(d-3(6)), (h), (j), (n), (o), (d-2),  
(r)) - This field will be  
auto-calculated when you  
SAVE or switch sections:

Total  
PREVENTION/TREATMENT  
PROGRAMS/FINANCIAL  
ASSISTANCE/DONATIONS  
from Mailed Form:

#### I) Facility Costs

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in  
box below): \$9,926.98

Description:

Awning Project

7) TOTAL FACILITY COSTS  
PAID OUT OF CHAPTER 59  
FUNDS: \$9,926.98

Total Facility Costs from  
Mailed Form:

#### J) Miscellaneous Fees

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including  
travel and security): \$0.00
- 5) Audit Costs and Fees  
(including audit preparation  
and professional fees): \$0.00
- 6) Other (Must provide detail in  
box below): \$0.00

Description:

7) Total Miscellaneous Fees

Paid Out of Chapter 59 Funds  
- This will be auto-calculated \$0.00  
when you SAVE or switch  
sections:

Total Miscellaneous Costs  
from Mailed Form:

**K) Paid to State Treasury / General Fund / Health & Human Services Commission**

1) Total paid to State Treasury  
due to lack of local agreement \$0.00  
pursuant to 59.06 (c):

2) Total paid to State Treasury  
due to participating in task \$0.00  
force not established in  
accordance with 59.06 (q)(1):

3) Total paid to General Fund  
pursuant to 59.06 (c-3) (C) \$0.00  
(Texas Department of Public  
Safety only):

4) Total forfeiture funds  
transferred to the Health and \$0.00  
Human Services Commission  
pursuant to 59.06 (p):

5) TOTAL PAID TO STATE  
TREASURY/ GENERAL  
FUND/ HEALTH & HUMAN \$0.00  
SERVICES COMMISSION  
OUT OF CHAPTER 59  
FUNDS:

Total Paid to State  
Treasury/General fund/ Health  
& Human Services  
Commission from Mailed  
Form:

**L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement**

TOTAL PAID TO  
COOPERATING \$0.00  
AGENCY(IES) PURSUANT  
TO LOCAL AGREEMENT:

**M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories**

TOTAL OTHER EXPENSES  
PAID OUT OF CHAPTER 59  
FUNDS WHICH ARE NOT  
ACCOUNTED FOR IN \$0.00  
PREVIOUS CATEGORIES  
(Must provide detail in box  
below):

Description:

## N) Total Expenditures

TOTAL EXPENDITURES: \$69,188.17

Total Expenditures from Mailed  
Form:

## Financial Professional Signature

---

*After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.*

Do you acknowledge the  
above terms : Yes

Typed Name of  
Auditor/Treasurer/Accounting  
Professional/Preparer:: Marisol  
Villarreal-Alonzo

Title: County Auditor

## Head of Agency Certification

---

*After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.*

Do you acknowledge the  
above terms : Yes

Year: 2024

Typed Name of Head of

Agency:: Gary Cutler

Title: Sheriff

Date: 11/22/2024

Comments:



**OFFICE OF THE COUNTY AUDITOR**

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

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

**Marisol Villarreal-Alonzo, CPA**

**County Auditor**

[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

**Scot Woodland**

**Assistant County Auditor**

[scot.woodland@co.hays.tx.us](mailto:scot.woodland@co.hays.tx.us)

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February 5, 2024

The Honorable Kelly Higgins  
Criminal District Attorney  
Hays Government Center, Suite 2057  
712 S. Stagecoach Trail  
San Marcos, Texas 78666

Dear Mr. Higgins:

In accordance with subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure, the Auditor's Office performed an internal examination of the records of the District Attorney's Forfeiture Fund and the attached annual Code of Criminal Procedure Chapter 59 Asset Forfeiture Report for the period of September 1, 2022 to August 31, 2023. The internal examination consisted of reviewing deposits, disbursements, and other supporting documentation.

Based on the internal examination, deposits and disbursements appear to be adequately accounted for and the overall condition of financial records and supporting documentation appear to be accurately maintained in accordance with the statutory requirements under subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure.

We appreciate the cooperation and assistance provided to my Office during the internal examination. Please contact the Auditor's Office if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Marisol Villarreal-Alonzo".

Marisol Villarreal-Alonzo, CPA, MPA  
Hays County Auditor



# KEN PAXTON

## ATTORNEY GENERAL of TEXAS

### CHAPTER 59 ASSET FORFEITURE REPORT BY ATTORNEY REPRESENTING THE STATE

## Agency Information

---

### Agency Information

Agency Name: Hays County  
Criminal District  
Attorney

Agency Mailing Street:  
712 South Stagecoach Trail Ste. 1071

City: San Marcos

ZIP: 78666

State: TX

County: Hays

Phone Number: (512) 393-7600

Agency Fiscal Beginning  
Month: September

Agency Fiscal Ending Month: August

## I. Seized Funds

---

**Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.**

### Seized Funds Pursuant to Chapter 59

*Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.*

A) Beginning Seized Funds  
Balance: \$1,106,653.04

### B) Seizures During Reporting Period:

1) Amount seized by  
employees of your agency: \$0.00

2) Amount seized by other agencies: \$266,487.47

C) Total Amount of Forfeiture Petitions Filed for All Agencies You Represent: \$266,524.18

D) Total Amount of Forfeitures Pending for All Agencies You Represent: \$1,007,385.49

E) Interest Earned on Seized Funds During Reporting Period: \$0.00

F) Amount Returned to Defendants/Respondents: \$53,383.60

G) Amount Transferred to Forfeiture Account: \$185,964.36

H) Other Reconciliation Items (Must provide detail in box below): \$11,946.25

Description:

Auction proceeds

I) Seized Funds Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$1,145,738.80

Ending Balance-Mailed Form:

## II. Forfeited Funds

---

### Forfeited Funds and Other Court Awards Pursuant to Chapter 59

*Funds awarded to your agency by the judicial system and which are available to spend.*

A) Beginning Forfeited Funds Balance: \$241,582.13

**B) Amount Forfeited For All Agencies You Represent and Covered by Local Agreement**

*Enter the total amount forfeited by all forfeiture judgments in your jurisdiction for the reporting year.  
Do not include judgments that are not yet final due to appeal or motions for new trial.  
Include interest that was forfeited as part of the judgment.*

1) Amount Forfeited and  
Transferred to all Agencies \$94,228.77  
Covered by Local Agreement:

2) Amount Forfeited and  
Received by Your Agency: \$81,876.17

3) Total Amount Forfeited and  
Transferred to all Agencies  
Covered by Local Agreement - \$176,104.94  
This field will be  
auto-calculated when you hit  
save or switch sections:

C) Interest Earned on Forfeited  
Funds During Reporting \$2,928.13  
Period:

**D) Amount Awarded For All Agencies You Represent Pursuant to 59.022**

*Enter the total amount awarded by the court for costs, forfeitures and money judgments pursuant to Article 59.022*

1) Amount Awarded and  
Transferred to All Agencies \$0.00  
Pursuant to 59.022:

2) Amount Awarded and  
Received by your agency \$0.00  
pursuant to 59.022:

3) Total Amount Awarded For  
All Agencies You Represent  
Pursuant to 59.022 - This field \$0.00  
will be auto-calculated when  
you hit Save or switch  
sections:

**E) Amount Awarded For All Agencies You Represent Pursuant to 59.023**

*Enter the total amount awarded by the court on lawsuits for proceeds filed pursuant to Article 59.023*

1) Amount Awarded and  
Transferred to All Agencies \$0.00  
Pursuant to 59.023:

2) Amount Awarded and  
Received By Your Agency \$0.00  
Pursuant to 59.023:



3) Total Amount Awarded For  
All Agencies You Represent  
Pursuant to 59.023 - This field  
will be auto-calculated when  
you hit Save or switch  
sections: \$0.00

F) Proceeds Received by Your  
Agency From Sale of Forfeited  
Property: \$4,453.42

G) Amount Returned to Crime  
Victims: \$29,500.00

H) Other Reconciliation Items  
(Must provide detail in box  
below): \$284.70

Description:

Reimbursement for citation fees and witness expense

I) Total Expenditures of  
Forfeited Funds During  
Reporting Period - This field  
will be auto-calculated based  
on your answers in the  
Expenditures section: \$128,499.72

J) Forfeited Funds Ending  
Balance (balance will be  
automatically calculated after  
expenditures are entered): \$173,124.83

Total Expenditures from Mailed  
Form:

Ending Balance from Mailed  
Form:

### III. Other Property

---

#### Other Property

List the number of cases filed, pending, or disposed for each category. List as "pending" only cases where a petition was filed. List as "seized" only those seizures where a seizure is made by a peace officer employed by your agency. If

property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

**A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)**

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 15
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 9
- 4) Forfeited to your agency during reporting period: 5
- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 20

**B) Real Property (Count each parcel seized as one item)**

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 0
- 4) Forfeited to your agency during reporting period: 0
- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 0

**C) Computers (Include computer and attached system components, such as printers and monitors, as one item)**

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 0
- 4) Forfeited to your agency during reporting period: 0

5) Put into service by your agency during reporting period: 0

6) Pending for all agencies at end of reporting period: 0

**D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)**

*Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc*

1) Pending for all agencies at beginning of reporting period: 16

2) Seized by your agency during reporting period: 0

3) New petitions filed for all agencies during reporting period: 30

4) Forfeited to your agency during reporting period: 11

5) Put into service by your agency during reporting period: 0

6) Pending for all agencies at end of reporting period: 35

**E) Other Property**

*To add a reporting box for each additional item to be itemized, click the "New Other Property DA" button. Please note - this should be a number not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc. For each line added, you need to hit the SAVE icon in the Action column.*

Description	Pending For All Agencies (Beginning)	Seized By Your Agency	New Petitions Filed For All Agencies	Forfeited To Agency	Put Into Use by Agency	Pending For All Agencies (End)
23-1236 - 1 Tacklife Money Counter	0	0	1	0	0	1
23-0750 - 1 gold color money counter	0	0	1	0	0	1
23-0242 - 2 100 gallon fuel tanks; 2 fuel nozzles; 1 30 foot hose	0	0	1	0	0	1
23-0241 - 100 gallons of diesel fuel	0	0	1	0	0	1
23-0059 - 2 250-gallon liquid cells; 6 siphoned pumps; 4 vehicle batteries	0	0	1	0	0	1
22-2823 - 1 money counter w/counterfeit detection	0	0	1	0	0	1
22-2714 - 1 gold Watch; 3 gold rings; 1 gold pendant	0	0	1	0	0	1
22-2704 - 1 gold men's necklace and gold pendant	0	0	1	1	0	0
22-2631 - 174 lbs precious medal silver & 37.9 ounces precious metal gold	0	0	1	0	0	1
22-2547 - 2 250 gallon Liquid Cells; 5 pumps and hoses	0	0	1	1	0	0
22-1764 - 1 Rolex watch, 1 necklace and 1 bracelet	1	0	0	1	0	

Description	Pending For All Agencies (Beginning)	Seized By Your Agency	New Petitions Filed For All Agencies	Forfeited To Agency	Put Into Use by Agency	Pending For All Agencies (End)
22-1064 - 1 Electronic Game machine on bill acceptor device & 22 Gaming machine mother boards	1	0	0	0	0	1
22-1064 - 3 Gold chains, 6 gold loops, 3 gold rings, 2 silver earrings	1	0	0	0	0	1
22-1064 - 1 LG OLED 65" TV & 1 Samsung TV	1	0	0	0	0	1
22-0861 - Audemars Piguet Royal Oak Watch	1	0	0	0	0	1
22-0861 - 2 Rolex watches	1	0	0	0	0	1
22-0861 - Avirex brand Varsity Jacket	1	0	0	0	0	1
22-0861 - Louis Vuitton brand baseball jacket	1	0	0	0	0	1
22-0861 - 3 Louis Vuitton brand sneakers	1	0	0	0	0	1
22-0861 - 5 Dior brand sneakers	1	0	0	0	0	1
21-2473 - 58 One Dollar American Eagle Coins	1	0	0	0	0	1

## IV. Forfeited Property Received

---

### Forfeited Property Received From Another Agency

*Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.*

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

## V. Forfeited Property Transferred/Loaned

---

### Forfeited Property Transferred or Loaned From Another Agency

*Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.*

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

## VI. Expenditures: A - D

---

### Expenditures

*This category is for Chapter 59 expenditures SOLELY for the official purposes of the office of the attorney representing the state - not for expenditures made pursuant to your general budget. List the total amount expended for each of the categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.*

#### A) Salaries

1) Increase of Salary, Expense  
or Allowance for Employees \$0.00  
(Salary Supplements):

2) Salary Budgeted Solely \$6,348.91  
From Forfeited Funds:

3) Number of Employees Paid 5  
Using Forfeiture Funds:

4) TOTAL SALARIES PAID  
OUT OF CHAPTER 59  
FUNDS - This field will be \$6,348.91  
auto-calculated once you hit  
save or switch sections:

Total Salaries from Mailed

Form:

**B) Overtime**

1) For Employees Budgeted by  
Governing Body: \$0.00

2) For Employees Budgeted  
Solely out of Forfeiture Funds: \$0.00

3) Number of Employees Paid  
Using Forfeiture Funds: 0

4) TOTAL OVERTIME PAID  
OUT OF CHAPTER 59  
FUNDS - This field will be \$0.00  
auto-calculated once you hit  
save or switch sections:

Total Overtime from Mailed  
Form:

**C) Equipment**

1) Vehicles: \$61,522.50

2) Computers: \$17,833.44

3) Firearms, Protective Body  
Armor, Personal Equipment: \$0.00

4) Furniture: \$5,471.20

5) Software: \$8,677.98

6) Maintenance Costs: \$0.00

7) Uniforms: \$4,466.00

8) K9 Related Costs: \$0.00

9) Visual Aid Equipment for  
Litigation: \$0.00

10) Other (Must provide detail  
in box below): \$13,053.47

Description:

Monitors, laptop, accessories, scanners and warranty

11) TOTAL EQUIPMENT  
PURCHASED WITH  
CHAPTER 59 FUNDS - This \$111,024.59  
field will be auto-calculated  
once you hit save or switch  
sections:

Total Equipment from Mailed  
Form:

#### D) Supplies

- 1) Office Supplies: \$2,690.14
- 2) Mobile Phone and Data Account Fees: \$0.00
- 3) Internet: \$0.00
- 4) Other (Must provide detail in box below): \$0.00

Description:

5) TOTAL SUPPLIES  
PURCHASED WITH  
CHAPTER 59 FUNDS - This  
field will be auto-calculated  
once you hit save or switch  
sections: \$2,690.14

Total Supplies from Mailed  
Form:

## VI. Expenditures: E

---

#### E) Travel

##### 1) In State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00
- e) Total In State Travel - This  
field will be auto-calculated  
once you hit save or switch  
sections: \$0.00

Total In State Travel from  
Mailed Form:

##### 2) Out of State Travel

- a) Transportation: \$420.96
- b) Meals & Lodging: \$926.20
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00
- e) Total Out of State Travel: \$1,347.16

Total In State Travel from  
Mailed Form:

### 3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of  
Chapter 59 Funds - This field  
will be auto-calculated once  
you hit save or switch sections: \$1,347.16

Total Travel from Mailed Form:

## VI. Expenditures: F - G

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### F) Training

- 1) Fees (Conferences, Seminars): \$945.00
- 2) Materials (Books, CDs, Videos, etc.): \$0.00
- 3) Other (Must provide detail in box below): \$0.00

Description:

4) TOTAL TRAINING PAID  
OUT OF CHAPTER 59  
FUNDS - This field will be  
auto-calculated once you hit  
save or switch sections: \$945.00

Total Training from Mailed  
Form:

### G) Investigative Costs



- 1) Informant Costs: \$0.00  
2) Buy Money: \$0.00  
3) Lab Expenses: \$0.00  
4) Other (Must provide detail in  
box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE  
COSTS PAID OUT OF  
CHAPTER 59 FUNDS - This  
field will be auto-calculated  
once you hit save or switch  
sections: \$0.00

Total Investigative Costs from  
Mailed Form:

## VI. Expenditures: H - N

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### H) Prevention / Treatment Programs / Financial Assistance / Donation

- 1) Total Prevention/Treatment  
Programs (pursuant to 59.06 \$0.00  
(d-3(6), (h), (j) ):
- 2) Total Financial Assistance  
(pursuant to Articles 59.06 (n) \$0.00  
and (o) ):
- 3) Total Donations (pursuant to  
Articles 59.06 (d-2)): \$0.00

4) TOTAL  
PREVENTION/TREATMENT  
PROGRAMS/FINANCIAL  
ASSISTANCE/DONATIONS  
(pursuant to Articles 59.06 \$0.00  
(d-3(6)), (h), (j), (n), (o), (d-2)) -  
This field will be  
auto-calculated once you hit  
save or switch sections:

Total  
PREVENTION/TREATMENT  
PROGRAMS/FINANCIAL  
ASSISTANCE/DONATIONS  
from Mailed Form:

**I) Facility Costs**

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) TOTAL FACILITY COSTS  
PAID OUT OF CHAPTER 59  
FUNDS - This field will be  
auto-calculated once you hit  
save or switch sections: \$0.00

Total Investigative Costs from  
Mailed Form:

**J) Miscellaneous Fees**

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including travel and security): \$4,603.17
- 5) Audit Costs and Fees (including audit preparation and professional fees): \$0.00
- 6) State Bar Dues and Legal Association Dues: \$0.00
- 7) Legal Library Supplies and Access Fees: \$0.00
- 8) Other (Must provide detail in box below): \$1,540.75

Description of Other Miscellaneous Fees:

Notary renewals, transcripts and reporters records

9) TOTAL MISCELLANEOUS  
FEES PAID OUT OF  
CHAPTER 59 FUNDS - This  
field will be auto-calculated  
once you hit save or switch  
sections: \$6,143.92

Total Miscellaneous Costs  
from Mailed Form:

**K) Paid to State Treasury / General Fund / Health & Human Services Commission/ Office of the Attorney General**

1) Total paid to State Treasury  
due to lack of local agreement \$0.00  
pursuant to 59.06 (a):

2) Total paid to State Treasury  
due to participating in task \$0.00  
force not established in  
accordance with 59.06 (q)(1):

3) Total paid to General Fund  
pursuant to 59.06 (c-3) (C) \$0.00  
(Texas Department of Public  
Safety only):

4) Total forfeiture funds  
transferred to the Health and \$0.00  
Human Services Commission  
pursuant to 59.06 (p):

5) Total paid to the Office of the  
Attorney General pursuant to \$0.00  
59.06(k):

6) TOTAL PAID TO STATE  
TREASURY/ GENERAL  
FUND/ HEALTH & HUMAN  
SERVICES COMMISSION/  
OFFICE OF THE ATTORNEY \$0.00  
GENERAL OUT OF  
CHAPTER 59 FUNDS - This  
field will be auto-calculated  
once you hit save or switch  
sections:

Total Paid to State  
Treasury/General fund/ Health  
& Human Services  
Commission from Mailed  
Form:

**L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement**

TOTAL PAID TO  
COOPERATING \$0.00  
AGENCY(IES) PURSUANT  
TO LOCAL AGREEMENT:

**M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories**

TOTAL OTHER EXPENSES  
PAID OUT OF CHAPTER 59  
FUNDS WHICH ARE NOT

ACCOUNTED FOR IN \$0.00  
PREVIOUS CATEGORIES  
(Must provide detail in box  
below):

Description:

#### N) Total Expenditures

TOTAL EXPENDITURES -  
This field will be  
auto-calculated once you hit  
save or switch sections: \$128,499.72

Total Expenditures from Mailed  
Form:

## Financial Professional Certification

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*After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.*

Financial Professional  
Acknowledge Terms: Yes

Typed Name of  
Auditor/Treasurer/Accounting  
Professional/Preparer:: Marisol  
Villarreal-Alonzo

Title: Hays County  
Auditor

#### Additional Signature Instructions

If you would like to have additional financial professional signatures, please click the "New Financial Professional Signature" button below.

Signature	Title	Date
Luis Pompa	Internal Audit Manager	10/31/2023

# Head of Agency Certification

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*After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.*

Do you acknowledge the  
above terms: : Yes

Year: 2023

NAME: Kelly Higgins

Hays County  
TITLE: Criminal District  
Attorney

DATE: 10/31/2023

Comments:



**OFFICE OF THE COUNTY AUDITOR**

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

www.hayscountytx.com

**Marisol Villarreal-Alonzo, CPA**

**County Auditor**

marisol.alonzo@co.hays.tx.us

**Scot Woodland**

**Assistant County Auditor**

scot.woodland@co.hays.tx.us

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January 15, 2025

The Honorable Kelly Higgins  
Criminal District Attorney  
Hays Government Center, Suite 2057  
712 S. Stagecoach Trail  
San Marcos, Texas 78666

Dear Mr. Higgins:

In accordance with subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure, the Auditor's Office performed an internal examination of the records of the District Attorney's Forfeiture Fund and the attached annual Code of Criminal Procedure Chapter 59 Asset Forfeiture Report for the period of September 1, 2023 to August 31, 2024. The internal examination consisted of reviewing deposits, disbursements, and other supporting documentation.

Based on the internal examination, deposits and disbursements appear to be adequately accounted for and the overall condition of financial records and supporting documentation appear to be accurately maintained in accordance with the statutory requirements under subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure.

We appreciate the cooperation and assistance provided to my Office during the internal examination. Please contact the Auditor's Office if you have any questions.

Sincerely,

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

Marisol Villarreal-Alonzo, CPA, MPA

Hays County Auditor

je



# KEN PAXTON

## ATTORNEY GENERAL of TEXAS

### CHAPTER 59 ASSET FORFEITURE REPORT BY ATTORNEY REPRESENTING THE STATE

## Agency Information

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### Agency Information

Agency Name: Hays County  
Criminal District  
Attorney

Agency Mailing Street:  
712 South Stagecoach Trail Ste. 1071

City: San Marcos

ZIP: 78666

State: TX

County: Hays

Phone Number: (512) 393-7600

Agency Fiscal Beginning  
Month: September

Agency Fiscal Ending Month: August

## I. Seized Funds

---

**Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.**

### Seized Funds Pursuant to Chapter 59

*Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.*

A) Beginning Seized Funds  
Balance: \$1,145,738.80

### B) Seizures During Reporting Period:

1) Amount seized by  
employees of your agency: \$0.00

2) Amount seized by other agencies: \$111,912.69

C) Total Amount of Forfeiture Petitions Filed for All Agencies You Represent: \$112,724.69

D) Total Amount of Forfeitures Pending for All Agencies You Represent: \$911,171.45

E) Interest Earned on Seized Funds During Reporting Period: \$0.00

F) Amount Returned to Defendants/Respondents: \$46,898.20

G) Amount Transferred to Forfeiture Account: \$268,586.00

H) Other Reconciliation Items (Must provide detail in box below): \$50,052.27

Description:

Auction Proceeds

I) Seized Funds Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$992,219.56

Ending Balance-Mailed Form:

## II. Forfeited Funds

---

### Forfeited Funds and Other Court Awards Pursuant to Chapter 59

*Funds awarded to your agency by the judicial system and which are available to spend.*

A) Beginning Forfeited Funds Balance: \$173,124.83



**B) Amount Forfeited For All Agencies You Represent and Covered by Local Agreement**

*Enter the total amount forfeited by all forfeiture judgments in your jurisdiction for the reporting year. Do not include judgments that are not yet final due to appeal or motions for new trial. Include interest that was forfeited as part of the judgment.*

1) Amount Forfeited and  
Transferred to all Agencies \$128,702.76  
Covered by Local Agreement:

2) Amount Forfeited and  
Received by Your Agency: \$131,562.44

3) Total Amount Forfeited and  
Transferred to all Agencies  
Covered by Local Agreement - \$260,265.20  
This field will be  
auto-calculated when you hit  
save or switch sections:

C) Interest Earned on Forfeited  
Funds During Reporting \$3,338.04  
Period:

**D) Amount Awarded For All Agencies You Represent Pursuant to 59.022**

*Enter the total amount awarded by the court for costs, forfeitures and money judgments pursuant to Article 59.022*

1) Amount Awarded and  
Transferred to All Agencies \$0.00  
Pursuant to 59.022:

2) Amount Awarded and  
Received by your agency \$0.00  
pursuant to 59.022:

3) Total Amount Awarded For  
All Agencies You Represent  
Pursuant to 59.022 - This field  
will be auto-calculated when \$0.00  
you hit Save or switch  
sections:

**E) Amount Awarded For All Agencies You Represent Pursuant to 59.023**

*Enter the total amount awarded by the court on lawsuits for proceeds filed pursuant to Article 59.023*

1) Amount Awarded and  
Transferred to All Agencies \$0.00  
Pursuant to 59.023:

2) Amount Awarded and  
Received By Your Agency \$0.00  
Pursuant to 59.023:

3) Total Amount Awarded For  
All Agencies You Represent  
Pursuant to 59.023 - This field  
will be auto-calculated when  
you hit Save or switch  
sections: \$0.00

F) Proceeds Received by Your  
Agency From Sale of Forfeited  
Property: \$16,066.50

G) Amount Returned to Crime  
Victims: \$58,649.07

H) Other Reconciliation Items  
(Must provide detail in box  
below): \$160.00

Description:

Citation Fees

I) Total Expenditures of  
Forfeited Funds During  
Reporting Period - This field  
will be auto-calculated based  
on your answers in the  
Expenditures section: \$42,023.53

J) Forfeited Funds Ending  
Balance (balance will be  
automatically calculated after  
expenditures are entered): \$223,579.21

Total Expenditures from Mailed  
Form:

Ending Balance from Mailed  
Form:

### III. Other Property

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#### Other Property

List the number of cases filed, pending, or disposed for each category. List as "pending" only cases where a petition was filed. List as "seized" only those seizures where a seizure is made by a peace officer employed by your agency. If

property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

**A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)**

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 20
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 5
- 4) Forfeited to your agency during reporting period: 6
- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 11

**B) Real Property (Count each parcel seized as one item)**

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 0
- 4) Forfeited to your agency during reporting period: 0
- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 0

**C) Computers (Include computer and attached system components, such as printers and monitors, as one item)**

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 0
- 4) Forfeited to your agency during reporting period: 0

5) Put into service by your agency during reporting period: 0

6) Pending for all agencies at end of reporting period: 0

**D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)**

*Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc*

1) Pending for all agencies at beginning of reporting period: 14

2) Seized by your agency during reporting period: 0

3) New petitions filed for all agencies during reporting period: 6

4) Forfeited to your agency during reporting period: 9

5) Put into service by your agency during reporting period: 0

6) Pending for all agencies at end of reporting period: 11

**E) Other Property**

*To add a reporting box for each additional item to be itemized, click the "New Other Property DA" button. Please note - this should be a number not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc. For each line added, you need to hit the SAVE icon in the Action column.*

Description	Pending For All Agencies (Beginning)	Seized By Your Agency	New Petitions Filed For All Agencies	Forfeited To Agency	Put Into Use by Agency	Pending For All Agencies (End)
***Disclaimer - Please note that the previous person who submitted the report for FY23, used item numbers for Sections III-D and E; new personnel completing report for FY24 interpreted instructions to read by case number not item number for those sections		0	0	0	0	0
21-2473 - 58 One Dollar American Eagle Coins	1	0	0	0	0	1
22-0861 - Clothing, Sneakers and Watches	1	0	0	0	0	1
22-1064 - Electronic Game Machines, Gaming Machine Mother Boards, Televisions, and Jewelry	1	0	0	0	0	1
22-2631 - 4 174lbs precious metal-Silver and 37.9 precious metal-Gold	1	0	0	0	0	1
22-2714 - Various pieces of Jewelry	1	0	0	1	0	0
28-2823 - Cassida Money Counter with Counterfeit Detection	1	0	0	1	0	0
23-0059 - 2 250 Gallon Liquid Cells, Siphoned pumps and Vehicle Batteries	1	0	0	0	0	1
23-0241 - 100 Gallons of Diesel Fuel	1	0	0	0	0	0

Description	Pending For All Agencies (Beginning)	Seized By Your Agency	New Petitions Filed For All Agencies	Forfeited To Agency	Put Into Use by Agency	Pending For All Agencies (End)
23-0242 - Fuel Tanks, Fuel Nozzles, Hoses	1	0	0	0	0	0
23-0750 - Gold Color Money Counter	1	0	0	1	0	0
23-1236 - Tacklife Money Counter	1	0	0	0	0	1
23-2700 - Rolex Watch and case	0	0	1	0	0	0
24-0328 - Jewelry, Shoes and Other Property	0	0	1	1	0	0

## IV. Forfeited Property Received

---

### Forfeited Property Received From Another Agency

*Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.*

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

## V. Forfeited Property Transferred/Loaned

---

### Forfeited Property Transferred or Loaned From Another Agency

*Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.*

A) Motor Vehicles: 3

B) Real Property: 0

C) Computers: 0

D) Firearms: 1

E) Other: 2

## VI. Expenditures: A - D

---

### Expenditures

*This category is for Chapter 59 expenditures SOLELY for the official purposes of the office of the attorney representing the state - not for expenditures made pursuant to your general budget. List the total amount expended for each of the categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.*

#### A) Salaries

- 1) Increase of Salary, Expense  
or Allowance for Employees \$0.00  
(Salary Supplements):
- 2) Salary Budgeted Solely \$23,395.58  
From Forfeited Funds:
- 3) Number of Employees Paid 1  
Using Forfeiture Funds:
- 4) TOTAL SALARIES PAID  
OUT OF CHAPTER 59  
FUNDS - This field will be \$23,395.58  
auto-calculated once you hit  
save or switch sections:

Total Salaries from Mailed  
Form:

#### B) Overtime

- 1) For Employees Budgeted by \$0.00  
Governing Body:
- 2) For Employees Budgeted \$0.00  
Solely out of Forfeiture Funds:
- 3) Number of Employees Paid 0  
Using Forfeiture Funds:
- 4) TOTAL OVERTIME PAID  
OUT OF CHAPTER 59

FUNDS - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total Overtime from Mailed Form:

### C) Equipment

- 1) Vehicles: \$0.00
- 2) Computers: \$7,495.00
- 3) Firearms, Protective Body Armor, Personal Equipment: \$0.00
- 4) Furniture: \$0.00
- 5) Software: \$6,945.69
- 6) Maintenance Costs: \$0.00
- 7) Uniforms: \$0.00
- 8) K9 Related Costs: \$0.00
- 9) Visual Aid Equipment for Litigation: \$1,094.15
- 10) Other (Must provide detail in box below): \$115.18

Description:

Laptop Accessories, Monitor Privacy Screens

11) TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS - This field will be auto-calculated once you hit save or switch sections: \$15,650.02

Total Equipment from Mailed Form:

### D) Supplies

- 1) Office Supplies: \$0.00
- 2) Mobile Phone and Data Account Fees: \$0.00
- 3) Internet: \$0.00
- 4) Other (Must provide detail in box below): \$475.86

Description:

UA Cups

5) TOTAL SUPPLIES  
PURCHASED WITH  
CHAPTER 59 FUNDS - This  
field will be auto-calculated  
once you hit save or switch  
sections: \$475.86

Total Supplies from Mailed  
Form:

## VI. Expenditures: F - G

---

### F) Training

1) Fees (Conferences,  
Seminars): \$0.00

2) Materials (Books, CDs,  
Videos, etc.): \$0.00

3) Other (Must provide detail in  
box below): \$0.00

Description:

4) TOTAL TRAINING PAID  
OUT OF CHAPTER 59  
FUNDS - This field will be  
auto-calculated once you hit  
save or switch sections: \$0.00

Total Training from Mailed  
Form:

### G) Investigative Costs

1) Informant Costs: \$0.00

2) Buy Money: \$0.00

3) Lab Expenses: \$0.00

4) Other (Must provide detail in  
box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE  
COSTS PAID OUT OF



CHAPTER 59 FUNDS - This  
field will be auto-calculated  
once you hit save or switch  
sections: \$0.00

Total Investigative Costs from  
Mailed Form:

## VI. Expenditures: E

---

### E) Travel

#### 1) In State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00

e) Total In State Travel - This  
field will be auto-calculated  
once you hit save or switch  
sections: \$0.00

Total In State Travel from  
Mailed Form:

#### 2) Out of State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00
- e) Total Out of State Travel: \$0.00

Total In State Travel from  
Mailed Form:

#### 3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of  
Chapter 59 Funds - This field

will be auto-calculated once \$0.00  
you hit save or switch sections:

Total Travel from Mailed Form:

## VI. Expenditures: H - N

---

### H) Prevention / Treatment Programs / Financial Assistance / Donation

1) Total Prevention/Treatment  
Programs (pursuant to 59.06 \$0.00  
(d-3(6), (h), (j) ):

2) Total Financial Assistance  
(pursuant to Articles 59.06 (n) \$0.00  
and (o) ):

3) Total Donations (pursuant to \$0.00  
Articles 59.06 (d-2)):

4) TOTAL  
PREVENTION/TREATMENT  
PROGRAMS/FINANCIAL  
ASSISTANCE/DONATIONS  
(pursuant to Articles 59.06 \$0.00  
(d-3(6)), (h), (j), (n), (o), (d-2)) -  
This field will be  
auto-calculated once you hit  
save or switch sections:

Total  
PREVENTION/TREATMENT  
PROGRAMS/FINANCIAL  
ASSISTANCE/DONATIONS  
from Mailed Form:

### I) Facility Costs

1) Building Purchase: \$0.00

2) Lease Payments: \$0.00

3) Remodeling: \$0.00

4) Maintenance Costs: \$0.00

5) Utilities: \$0.00

6) Other (Must provide detail in \$0.00  
box below):

Description:

7) TOTAL FACILITY COSTS  
PAID OUT OF CHAPTER 59  
FUNDS - This field will be auto-calculated once you hit  
save or switch sections: \$0.00

Total Investigative Costs from  
Mailed Form:

**J) Miscellaneous Fees**

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including travel and security): \$2,502.07
- 5) Audit Costs and Fees (including audit preparation and professional fees): \$0.00
- 6) State Bar Dues and Legal Association Dues: \$0.00
- 7) Legal Library Supplies and Access Fees: \$0.00
- 8) Other (Must provide detail in box below): \$0.00

Description of Other Miscellaneous Fees:

9) TOTAL MISCELLANEOUS  
FEES PAID OUT OF  
CHAPTER 59 FUNDS - This field will be auto-calculated once you hit save or switch sections: \$2,502.07

Total Miscellaneous Costs  
from Mailed Form:

**K) Paid to State Treasury / General Fund / Health & Human Services Commission/ Office of the Attorney General**

- 1) Total paid to State Treasury due to lack of local agreement pursuant to 59.06 (a): \$0.00
- 2) Total paid to State Treasury due to participating in task force not established in accordance with 59.06 (q)(1): \$0.00
- 3) Total paid to General Fund

pursuant to 59.06 (c-3) (C)  
(Texas Department of Public  
Safety only): \$0.00

4)Total forfeiture funds  
transferred to the Health and  
Human Services Commission \$0.00  
pursuant to 59.06 (p):

5)Total paid to the Office of the  
Attorney General pursuant to \$0.00  
59.06(k):

6) TOTAL PAID TO STATE  
TREASURY/ GENERAL  
FUND/ HEALTH & HUMAN  
SERVICES COMMISSION/  
OFFICE OF THE ATTORNEY \$0.00  
GENERAL OUT OF  
CHAPTER 59 FUNDS - This  
field will be auto-calculated  
once you hit save or switch  
sections:

Total Paid to State  
Treasury/General fund/ Health  
& Human Services  
Commission from Mailed  
Form:

**L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement**

TOTAL PAID TO  
COOPERATING  
AGENCY(IES) PURSUANT \$0.00  
TO LOCAL AGREEMENT:

**M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories**

TOTAL OTHER EXPENSES  
PAID OUT OF CHAPTER 59  
FUNDS WHICH ARE NOT  
ACCOUNTED FOR IN \$0.00  
PREVIOUS CATEGORIES  
(Must provide detail in box  
below):

Description:

**N) Total Expenditures**

TOTAL EXPENDITURES -  
This field will be \$42,023.53  
auto-calculated once you hit  
save or switch sections:

Total Expenditures from Mailed  
Form:

## Financial Professional Certification

---

*After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.*

Financial Professional  
Acknowledge Terms: Yes

Typed Name of  
Auditor/Treasurer/Accounting  
Professional/Preparer:: Marisol  
Villarreal-Alonzo

Title: Hays County  
Auditor

### Additional Signature Instructions

If you would like to have additional financial professional signatures, please click the "New Financial Professional Signature" button below.

Signature	Title	Date
James Collins	Internal Audit Manager	10/31/2024

## Head of Agency Certification

---

*After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.*

Do you acknowledge the  
above terms: : Yes

Year: 2024

NAME: Kelly Higgins

Hays County

TITLE: Criminal District  
Attorney

DATE: 10/31/2024

Comments:

DISCLAIMER: Previously, this report was prepared by applying number of items instead of number of cases.  
This report applies number of cases as required by the state.



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Sheriff Anthony Hipolito

Sponsor:

Commissioner Ingalsbe

---

### Agenda Item:

Approve out-of-state travel for four Sheriff's Office employees to attend the Navigator Conference beginning April 14-18, 2025, in Orlando, FL. **INGALSBE/HIPOLITO**

### Summary:

Approve out-of-state travel for four Sheriff's Office employees to attend the Navigator Conference beginning April 14-18, 2025, in Orlando, FL. Navigator is a 9-1-1 specific conference offered to all telecommunicators nationwide. Dispatchers find resources, knowledge, and connections and build new skills through this conference. This is the only conference available to telecommunicators, offering multiple keynote speakers and workshops. Registration, hotel, and airfare fees will be paid for by the International Academies of Emergency Dispatch (IAED). Per diem fees will be paid out of the Sheriff's Office Continuing Education fund.

### Fiscal Impact:

Amount Requested: \$900 (estimate)

Line Item Number: 001-618-00.5551

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: N

Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: Travel & registration must follow purchasing policy. The conference ends on 4/17 @ 12pm. Attendees should fly home that day and not stay the night.

### Auditor's Office

G/L Account Validated Y/N?: Yes, Continuing Education Expense

New Revenue Y/N?: N/A

Comments:

---

### Attachments

Conference Agenda

THE PREMIER CONFERENCE FOR MEDICAL, FIRE, AND POLICE DISPATCHING AND SECONDARY NURSE TRIAGE

# NAVIGATOR<sup>®</sup> 2025

## MAKE YOUR MARK

INFLUENCE | INNOVATE | INSPIRE



International Academies  
of Emergency Dispatch.





# INFLUENCE | INNOVATE | INSPIRE

This year, **NAVIGATOR 2025** will come to life in the dynamic and inspiring atmosphere of the World Center Marriott in Orlando, where over 1,700 dedicated public safety dispatchers, triage professionals, and first responders will gather. Here, **"MAKE YOUR MARK"** is more than just a theme—it's a call to action. It's a movement that honors the lifesaving work you do every day and encourages you to amplify that impact. Our meticulously curated program is designed to empower you to influence your field, embrace groundbreaking innovation, and find deep inspiration in your vital role as a first responder. Throughout the conference, you'll engage with insightful sessions, hands-on demonstrations, and inspiring keynote speakers who are shaping the future of emergency response.

This is your chance to connect with like-minded professionals who share your passion for improving the communities we serve. Explore the latest technology, hone your skills, and collaborate in a forum that celebrates your work and the difference you make. The knowledge you gain, the relationships you build, and the insights you gather at NAVIGATOR 2025 will help you continue to innovate and inspire, empowering you to make your mark long after the conference ends.

Join us this April and be part of something extraordinary. Let's learn, grow, and lead together.

## HOTEL INFORMATION

- ♦ Orlando World Center Marriott  
8701 World Center Drive, Orlando, FL 32821

## ROOM RESERVATIONS

Room Rates from \$229

Call 407-239-4200 to reserve your room or go online:

 **BOOK PASSEY**

**Hotel Fees:** The hotel charges a daily resort fee of \$42 plus tax. This fee will cover several in-room amenities which at the time of check-in will include:

- ♦ Wi-Fi access
- ♦ Scheduled shuttle service to Disney parks and Disney Springs
- ♦ Access to the River Falls water park and Hawk's Landing driving range
- ♦ 15% off Hawk's Landing green fees
- ♦ Water Park: Seven thrilling water slides, a 575-foot lazy river, and poolside cabanas.

### OTHER AMENITIES AVAILABLE:

- ♦ Golf Course: An 18-hole championship course at Hawk's Landing Golf Club.
- ♦ Spa and Fitness Center: On-site spa services and a fully equipped fitness center.
- ♦ Dining: Ten dining outlets, including Italian cuisine and the Mikado Japanese Steakhouse.

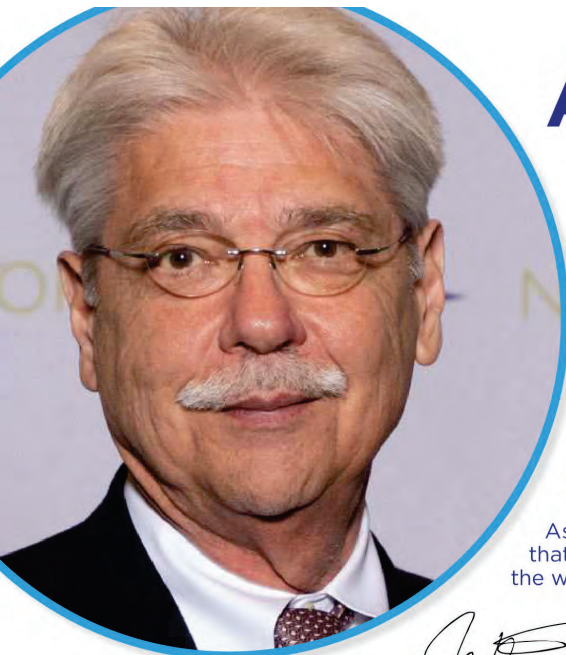


Special **NAVIGATOR**  
attendee **Disney**  
**World** discount  
tickets found here!



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Jerry Overton, President of the IAED

## A MESSAGE FROM THE PRESIDENT

On behalf of the Academy, I'm excited to welcome you back to Orlando, Florida, for the first time in 10 years to attend NAVIGATOR 2025!

Being an emergency dispatcher is more than just answering calls—it's about making your mark in a critical field where your impact is felt directly in the lives of others. Every day, you make lifesaving decisions under immense pressure, providing calm and clarity when others need it most. Whether you're coordinating first responders in moments of crisis or offering a steady voice of support to someone in their darkest hour, you play an essential role in the safety and well being of your community.

As you take this opportunity at NAVIGATOR 2025 to learn and grow, remember that the work you do matters. Your actions every single day leave a lasting mark on the world, and we at the IAED are honored to help support you in your work.



## TAKE A LOOK AT OUR FEATURED SESSIONS!

### BETTER TOGETHER: LEVERAGING ETC TO BUILD YOUR STAFFING PIPELINE

**April 15, 2025 | 12:35 PM-1:25 PM**

Is your center among the hundreds currently suffering with a staffing shortage? We will highlight our work with nationwide high school and technical college Law and Public Safety (LPS) career clusters for the inclusion of the IAED's Emergency Telecommunicator Course (ETC) certification course. [🔗](#)

### WHEN BUILDINGS AND OTHER STRUCTURES FALL DOWN

**April 15, 2025 | 1:40 PM-2:30 PM**

Examining an infrequent but potentially high impact incident that can affect an entire community. We will detail how the FPDS can help a communication center manage incidents. This presentation will also include a glimpse of a brand-new protocol—Protocol 84: Structural Instability/Problems. [🔗](#)

### INNOVATIVE APPLICATIONS OF THE ECNS PROGRAM: IT IS NOT "ONE SIZE FITS ALL"

**April 16, 2025 | 10:20 AM-11:10 AM**

Showcasing agencies using the ECNS application in different and innovative ways in the U.S. and around the world. If your agency or community struggles to manage community members and patients needing help accessing health care and who absolutely do not need an ambulance transport to the emergency department, this course is for you! [🔗](#)



# CAN'T MISS EVENTS

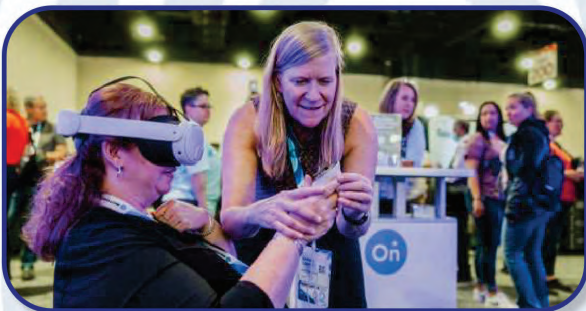
## EXHIBIT HALL WELCOME RECEPTION

**Date:** Monday, April 14

**Time:** 6:00–7:30 PM

**Location:** Cypress 2 & 3

**Details:** Take advantage of this valuable opportunity to explore the Exhibit Hall, engage with familiar faces, and establish connections with new acquaintances. You can also spend this time discovering the wide range of exceptional services and products presented by our esteemed exhibitors. 




## OPENING KEYNOTE SESSION WITH AWARDS

**Date:** Tuesday, April 15

**Time:** 9:00–10:45 AM

**Location:** Cypress 1

**Details:** Make your mark by coming to celebrate the achievements from the past year and honor the winners of the prestigious Dispatcher of the Year and Dave Massengale Memorial awards. We will also recognize the outstanding work of our ACE and re-ACE centers. 



BOOK ONLINE NOW

## ATTENDEE PARTY

**Date:** Tuesday, April 15

**Time:** 7:00–9:00 PM

**Location:** Cypress 1

**Details:** There's something for everyone, whether you like dancing, music, or simply chilling with your colleagues while enjoying a snack. 

**Sponsored by:** Carbyne



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# ☉ CAN'T MISS EVENTS

## BREAKFAST WITH EXHIBITORS

**Date:** Wednesday, April 16

**Time:** 8:00–9:15 AM

**Location:** Cypress 2 & 3

**Details:** Fuel up for another day of learning and networking with a complimentary breakfast with our amazing exhibitors. ☞

## ACE RECEPTION

(INVITATION ONLY)

**Date:** Wednesday, April 16

**Time:** 7:00–8:45 PM

**Details:** Celebrate with your fellow ACEs and meet the Board of Accreditation reviewers. ☞

**Sponsored by:** OnStar



## CLOSING KEYNOTE SESSION WITH AWARDS

**Date:** Thursday, April 17

**Time:** 10:45 AM–12:00 PM

**Location:** Cypress 1

**Details:** Make sure to bookend your week by attending the Closing Keynote. You won't want to miss out on the presentations of the prestigious Dr. Jeff J. Clawson Leadership award and Research Poster Winner. (Included with passport) ☞

**Sponsored by:** FirstWatch



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NAVIGATOR<sup>2025</sup>

# MAKE YOUR MARK

INFLUENCE  
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INSPIRE

## SCHEDULE AT A GLANCE

### SATURDAY | APRIL 12

**8:30 AM**  
Pre-conference  
Workshops

### SUNDAY | APRIL 13

**8:30 AM**  
Pre-conference  
Workshops

### MONDAY | APRIL 14

**8:30 AM**  
Pre-conference  
Workshops

**6:00 PM**  
Exhibit Hall  
Welcome Reception

### TUESDAY | APRIL 15

**9:00 AM**  
Opening Keynote Session  
with Awards

**11:00 AM**  
Exclusive Exhibit Hall time

**11:45 AM**  
Box lunch in Exhibit Hall

**12:35 PM**  
Breakout sessions

**2:40 PM**  
Break in Exhibit Hall

**3:00 PM**  
Breakout sessions

**7:00 PM**  
Attendee Party  
Sponsored by: Carbyne

### WEDNESDAY | APRIL 16

**8:00 AM**  
Breakfast with Exhibitors

**9:15 AM**  
Breakout sessions

**12:15 PM**  
Box lunch in Exhibit Hall

**1:15 PM**  
Breakout sessions

**1:30 PM**  
Exhibit Hall closes

**7:00 PM**  
ACE Reception  
(Invitation Only)  
Sponsored by: Onstar

### THURSDAY | APRIL 17

**8:30 AM**  
Encore Breakout sessions

**10:45 AM**  
Closing Keynote Session  
with Awards  
Sponsored by: FirstWatch





# HONORING YOU DURING

## NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK



**TO ALL OF OUR NAVIGATOR 2025 ATTENDEES, WELCOME AND THANK YOU FOR BEING HERE. AS WE GATHER IN ORLANDO TO CELEBRATE AND CONNECT, WE'RE ESPECIALLY HONORED TO RECOGNIZE NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK ALONGSIDE YOU. WE KNOW THIS WEEK HOLDS GREAT MEANING FOR EACH OF YOU—AND FOR THE COLLEAGUES YOU'VE LEFT BACK HOME IN ORDER TO JOIN US.**

Your work as 911 dispatchers, call takers, telecommunicators and emergency responders is an essential lifeline for your communities, and we understand that stepping away to attend NAVIGATOR is a sacrifice not only for you but for your teams. While you may be miles from your center, we hope you feel the support and camaraderie of this community as we honor your contributions and those of your team members at home. Your dedication and presence here reflect a commitment to make an even greater impact, both for yourself and for those who depend on you. During this week, as you attend sessions, learn, and connect, remember that you carry with you the appreciation and respect of an entire community that values the lifesaving mark you make each day.

From everyone at NAVIGATOR, thank you for your service and for inspiring us all to reach higher. **Happy NPSTW**—we are honored to celebrate you!



# THANK YOU





# OUR SPONSORS: HELPING YOU MAKE YOUR MARK

We are proud to partner with sponsors who are as dedicated to advancing the emergency response field as you are. Our sponsors represent the very best in products and services—from mental health resources to cutting-edge technology—and they are here to support you in making your mark every day.

In the Exhibit Hall, you'll have the opportunity to connect with industry leaders who are committed to helping you elevate your center's **impact** and **influence**. These organizations are shaping the future of public safety and **innovation**, and their solutions are designed to help you answer the call with confidence and precision.

Why wait until the conference? Visit their websites today and explore how they can empower your team to influence, innovate, and inspire change in your community.

**Partner Sponsors:** Priority Dispatch Corp., Priority Solutions, OnStar

**Platinum Sponsors:** Motorola Solutions, FirstWatch, CentralSquare Technologies, Prepared

**Gold Sponsors:** Carbyne

**Bronze Sponsors:** NENA, Denise Amber Lee Foundation, Fitch & Associates, LLC, Conference on Crimes Against Women

We are grateful for their support and proud to have them as part of our NAVIGATOR 2025 family!



**Priority**Solutions™



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Helping the Helpers



**CARBYNE**



CONFERENCE ON  
CRIMES AGAINST WOMEN

*Denise Amber Lee*  
FOUNDATION

**NENA**  
THE 9-1-1 ASSOCIATION

**FITCH**  
A ASSOCIATES





# CONFERENCE PRICES

EARLY BIRD ENDS Feb. 25, 2025		PRIORITY Feb. 26-April 14, 2025		ON-SITE After April 15, 2025	
3-Day Passport	\$699	3-Day Passport	\$789	3-Day Passport	\$859
1-Day Passport	\$279	1-Day Passport	\$319	1-Day Passport	\$359

Tickets to the Exhibit Hall Welcome Reception and Attendee Party are included in the 3-Day Passport and the Exhibit Hall guest pass. There is no added fee for the Closing Keynote.

Guest Pass including Exhibit hall pass	\$179
--	-------

The Guest Pass grants full access to the Exhibit Hall, including box lunches, and the Exhibit Hall Welcome Reception and Attendee Party. The breakout sessions and CDE credits are not included.

# PRE-CONFERENCE WORKSHOP PRICES

Pre-conference 4-hour Course	\$150	ETC Instructor Cert. Course (3-Day)	\$655
Pre-conference 8-hour Course	\$300	EMD Mentor Course (3-Day)	\$615

To purchase specially priced Walt Disney World® Meeting/Convention Theme Park tickets, [CLICK HERE](#) or call 407-566-5600 and provide group code G0851622. Tickets are valid 7 days before, during, and 7 days after the meeting dates. To enter a park, both a park reservation and valid ticket on the same day are required. To make park reservations, you will need to sign-in to an existing Disney® Account or create a new one and link each ticket. Park reservations are subject to availability - please check the Park Availability Calendar. For details on making a park reservation, please visit Disney Park Pass Experience Updates. Whether it's your first visit or your 100th, we recommend reviewing the Walt Disney World® Resort Experience Updates.



BOOK ONLINE NOW

# DISCOUNTS

ACE Center Discount Code: ACE_AGENCY25	\$80
Member Discount Code: IAED_MEMBER	\$40
Group Discount (3+ people) Code: MakeYourMark25	\$70
NENA Discount Code: NENA_2025	\$20

\*Discounts cannot be combined





## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Sheriff Anthony Hipolito

Sponsor:

Commissioner Smith

---

### Agenda Item:

Approve out-of-state travel to send six members of the Sheriff's Honor Guard to National Police Week beginning May 11-16, 2025, in Washington D.C. and amend the budget accordingly. **SMITH/HIPOLITO**

### Summary:

National Police Week occurs in May of every year. The Sheriff requests that six members travel out of state to honor the lives of fallen officers and their families.

Estimated travel for each officer:

\$700 - Hotel

\$570 - Airfare

\$180 - Meal Per Diem

\$50 - Parking/Public Transportation/Other

\$1,500 - Estimate per officer

\$9,000 - Total estimate for six officers

### Fiscal Impact:

Amount Requested: \$9,000

Line Item Number: 011-763-99-159.5501

### Budget Office:

Source of Funds: American Rescue Plan Act Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$9,000 - Increase Travel 011-763-99-159.5501

(\$9,000) - Increase Interest Income 011-763-99-153.4801

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: Travel must follow the travel & purchasing policy

### Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$9,000 in Interest Income

Comments:

---

### Attachments

Police Week Schedule

[GIVE](#) [AMBASSADORS](#) [SHOP](#) [TICKETS](#) [MEMBERSHIP](#) [HOST AN EVENT](#)  
[CALENDAR](#) [NEWSROOM](#) [CONTACT](#)

[DONATE](#)

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[DONATE](#)

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## Police Week Schedule 2025

### SCHEDULE OF EVENTS

Mark your calendars for the following programs and events!

---

#### SUNDAY, MAY 11, 2025

10:00am – 5:00pm | Museum Open

#### MONDAY, MAY 12, 2025

10:00am – 5:00pm | Museum Open

2:00pm – 3:00pm | Police Unity Tour Bicycle Ride-In | Memorial

3:00pm – 3:30pm | Police Unity Tour Ceremony | Memorial

7:00pm | Honor Guard and Ambassadors Reception

## TUESDAY, MAY 13, 2025

10:00am – 5:00pm | Museum Open

6:00pm – 7:30pm | Pre-Vigil Reception | Invitation Only | National Mall

8:00pm – 10:00pm | Candlelight Vigil | National Mall and Livestream

## WEDNESDAY, MAY 14, 2025

10:00am – 5:00pm | Museum Open

## THURSDAY, MAY 15, 2025

10:00am – 5:00pm | Museum Open

12:00pm – Midnight | Stand Watch for the Fallen | Memorial

## FRIDAY, MAY 16, 2025

10:00am – 5:00pm | Museum Open

## SATURDAY, MAY 17, 2025

10:00am – 5:00pm | Museum Open

Beyond the events above, all are welcome at the Memorial any time, day or night. The Memorial remains open to the public 24/7. If you are interested in attending the museum, you can get more information here: [nleomf.org/museum/](https://nleomf.org/museum/)

---

## Events

11  
MAY

## National Police K9 Memorial Service for Police Week

🕒 May 11, 2025 @ 01:00 PM

📍 450 F St NW, Washington, DC, 20001

Ceremony

**12**  
MAY

## Police Unity Tour Ride-In and Ceremony 2025

🕒 May 12, 2025 @ 02:00 PM

📍 444 E Street, NW, Washington, DC

Ceremony

**13**  
MAY

## 37th Annual Candlelight Vigil

🕒 May 13, 2025 @ 08:00 PM - 10:00 PM

📍 National Mall, Washington, DC

Ceremony

**15**  
MAY

## Stand Watch for the Fallen

🕒 May 15, 2025 @ 12:00 PM - 12:00 AM

📍 National Law Enforcement Officers Memorial 400 block of E Street, NW, Washington, DC

Ceremony



---

Presented By



## National Police Week 2025

- [SCHEDULE OF EVENTS](#)
- [CANDLELIGHT VIGIL](#)
- [HONOR GUARD EVENTS](#)
- [MEDIA CREDENTIALING](#)

## Major Partners







Altria



Motorola Solutions  
Foundation



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[VIEW ALL](#) | Corporate Partners and Sponsors

## Sign Up | Stay Informed

Sign up to receive the latest news and updates from the National Law Enforcement Officers Memorial Fund.

[SIGN UP](#) | [STAY INFORMED](#)



DONATE



Our Mission

**The Mission** of the National Law Enforcement Officers Memorial Fund is to honor the fallen, tell the story of American law enforcement and make it safer for those who serve.

GIVE

MY SUPPORTER LOGIN

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## THE MEMORIAL

THE MEMORIAL ↗

## OFFICER SAFETY & WELLNESS

OSW RESOURCES ↗

## THE MUSEUM

THE MUSEUM ↗

National Law Enforcement Officers  
Memorial Fund  
444 E Street, NW | Washington, DC 20001  
Tel: [202.737.3400](tel:202.737.3400)



*The National Law Enforcement Officers Memorial Fund complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.*



AGENDA ITEM REQUEST FORM: **G. 9.**

## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Sheriff Anthony Hipolito

Sponsor:

Commissioner Ingalsbe

---

### Agenda Item

Accept the 2024 Racial Profiling Report for the Hays County Sheriff's Office. **INGALSBE/HIPOLITO**

### Summary

The 2024 Racial Profiling Report is attached.

---

### Attachments

2024 Racial Profiling Report

BRETT BAILEY  
Chief Deputy

SHANE SMITH  
Captain – Support Services

CHRIS TREAT  
Captain – Law Enforcement



JOHN SAENZ  
Captain – Corrections

JULISSA VILLALPANDO  
Captain – Corrections

**ANTHONY HIPOLITO**  
**HAYS COUNTY SHERIFF**

810 S. Stagecoach Trail  
San Marcos, TX 78666  
512-393-7800

February 10, 2025

The Honorable Ruben Becerra  
County Judge  
Hays County Commissioners Court

The Honorable Ruben Becerra,

In accordance with state law and specific to the Texas Code of Criminal Procedure, Chapter 2.132(b)(6) & (7), the following report has been prepared and is being respectfully submitted. The report consists of statistical data collected by the Hays County Sheriff's Office as prescribed by Texas CCP Chapter 2.133, for the calendar year of 2024. We have complied with the compilation and analysis of the information collected as required under Texas CCP Chapter 2.134 and have included our analysis in the report submitted. In addition, the Hays County Sheriff's Office has adopted a policy concerning Racial Profiling. The policy is within the requisite standards set forth by statute and recommended by the legislature.

Respectfully,

A handwritten signature in black ink, appearing to read "A. Hipolito", with a long horizontal line extending to the right.

Anthony Hipolito  
Sheriff, Hays County

# HAYS COUNTY SHERIFF'S OFFICE



## RACIAL PROFILING ANNUAL REPORT 2024

Report Prepared By:

Robert Wojtanowicz, Strategic Analyst Supervisor

## INTRODUCTION

This report contains the analysis of data obtained during motor vehicle stops by Hays County Sheriff's Office (HCSO) deputies for the reporting period of January 1, 2024 through December 31, 2024. The analysis, submission, and presentation of this data is required by the Texas Code of Criminal Procedure (TCCP) as part of the Sandra Bland Act of 2017. The purpose of this report is to certify that HCSO has met all reporting and analysis requirements of the Sandra Bland Act.

The data utilized for this analysis was compiled by HCSO through Tyler Technologies Brazos Software as well as an agency created database. The data was entered by HCSO deputies while conducting motor vehicle stops.

## BACKGROUND

The Sandra Bland Act of 2017 removed the exemption of certain law enforcement agencies to report motor vehicle stops and thus mandates all agencies to comply with the following requirements in accordance with the TCCP:

- Article 2.132
  - Adopt a detailed written policy prohibiting racial profiling
  - Provide information and education on the complaint and compliment procedures
- Article 2.133
  - Collect specific data on each motor vehicle stop conducted
- Article 2.134
  - Compile and analyze the data collected under TCCP Article 2.133 and present the findings to the governing body

TCCP Article 2.123(a)(3) specifies the following race/ethnicity categories for reporting:

A – Asian or Pacific Islander

B – Black

H – Hispanic or Latino

I – Alaskan Native or American Indian

W – White

## MOTOR VEHICLE STOPS

Hays County Sheriff's Deputies made 6,883 motor vehicle stops in 2024. The following tables detail several categories of reporting data required by TCCP Article 2.134:



**TABLE 1. MOTOR VEHICLE STOPS BY RACE AND GENDER**

RACE	FEMALE	% FEMALE	MALE	% MALE	TOTAL	% TOTAL
A	65	3%	98	2%	163	2%
B	109	4%	274	6%	383	6%
H	768	31%	1,709	39%	2,477	36%
I	14	1%	37	1%	51	1%
W	1522	61%	2,287	52%	3,809	55%
Grand Total	2,478	100%	4,405	100%	6,883	100%

**TABLE 2. REASON FOR STOP**

RACE	MOVING TRAFFIC VIOLATION	PREEXISTING KNOWLEDGE	VEHICLE TRAFFIC VIOLATION	VIOLATION OF LAW	TOTAL	% TOTAL
A	123	2	35	3	163	2%
B	239	2	131	11	383	6%
H	1548	22	837	70	2477	36%
I	36	0	14	1	51	1%
W	2540	38	1120	111	3809	55%
Grand Total	4486	64	2137	196	6883	100%

Sixty five percent of all motor vehicle stops were the result of moving traffic violations with the second highest reason being vehicle traffic violations at thirty one percent.

**TABLE 3. RESULT OF STOP**

Race	Citation	% Citation	Written Warning	% Written Warning	Verbal Warning	% Verbal Warning	Arrest	% Arrest	Written Warning & Arrest	% Written Warning & Arrest	Citation & Arrest	% Citation & Arrest
A	18	2%	4	2%	141	3%	0	0%	0	0%	0	0%
B	57	5%	7	4%	313	6%	5	7%	0	0%	1	20%
H	510	45%	63	35%	1863	34%	37	51%	0	0%	4	80%
I	7	1%	0	0%	44	1%	0	0%	0	0%	0	0%
W	543	48%	104	58%	3131	57%	31	42%	0	0%	0	0%
Total	1135	100%	178	100%	5492	100%	73	100%	0	0%	5	100%

One percent of all traffic stops resulted in arrest, sixteen percent with a citation and eighty three percent with a warning.

**TABLE 4. SEARCH – CONSENT V. NON-CONSENT**

RACE	CONSENT SEARCH	% CONSENT SEARCH	NON-CONSENT SEARCH	% NON-CONSENT SEARCH
A	0	0%	3	<1%
B	0	0%	25	10%
H	12	55%	125	51%
I	0	0%	0	0%
W	10	45%	91	37%
Grand Total	22	100%	244	100%

HCSO conducted 266 searches both consent and non-consent. A non-consent search was the result of probable cause, contraband in view, vehicle inventory, or incident to arrest.

**TABLE 5. CONTRABAND HIT**

RACE	TOTAL SEARCHES	TOTAL HITS	HIT RATE
A	3	2	67%
B	25	15	60%
H	137	69	50%
I	0	0	-
W	101	67	66%
Grand Total	266	153	58%

A contraband hit occurs when the search results in contraband being found. HCSO discovered drugs, weapons, alcohol, currency, stolen property, and other items.

**TABLE 6. USE OF FORCE**

RACE	USE OF FORCE - BODILY INJURY
A	0
B	0
H	2
I	0
W	1
Grand Total	3

The Hays County Sheriff's Office had 3 use of force incident during their traffic stops, but neither resulted in bodily injury.

## **COMPLAINTS**

HCSO did not receive any complaints of racial profiling in 2024.

## **PUBLIC EDUCATION**

To fulfill the public education requirement, HCSO details compliment and complaint procedures on each citation or warning issued. Additionally, HCSO provides information on its website detailing how to file any concerns with the Office of Professional Responsibility.

## **POLICY ADOPTION**

The agency has adopted a policy, General Orders section 321.06, defining racial profiling, prohibiting the act, and establishing guidelines of discipline if deputies were found to engage in any form of racial profiling.

## **SUMMARY**

Based on the data, at this time, the Hays County Sheriff's Office believes deputies are acting in accordance with all laws governing racial profiling and certifies that all legislative mandates have been met as required by TCCP.



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Sheriff Anthony Hipolito

Sponsor:

Commissioner Ingalsbe

---

### Agenda Item:

Authorize the Jail to use existing funds for services with Enviromatic Systems, Inc. related to an energy management system valued at \$14,640.21 and amend the budget accordingly. **INGALSBE/HIPOLITO**

### Summary:

On September 3, 2024, the court authorized services related to energy management systems for the Jail with Enviromatic Systems. In good faith, the vendor claimed they could complete the project by fiscal year-end but was unsuccessful and only completed 25% of the project. Texas Administrative Code requires the Jail to manage temperature controls in all occupied living areas to maintain compliance. The Jail maintenance department can only monitor or control the original buildings' air-conditioned temperatures and humidity levels if they make a service call for every issue. The energy management system will aid in monitoring all the units via a computer-based graphic layout that will allow them to inspect issues and monitor temperatures visually, helping mitigate repair downtime by improving diagnostic procedures to aid in the longevity of the air-conditioned units. The remaining total to complete this project is \$14,640.21 using the same quote initially approved with Buy Board contract #720-23. In the FY 2025 budget, the Jail has approved funding of \$27k for security camera reporting software and has learned it will not be compatible with the current security system. The jail is requesting to use this funding source to complete the project with Enviromatic Systems, Inc.

### Fiscal Impact:

Amount Requested: \$14,640.21

Line Item Number: 001-618-03.5719\_700

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Y

Comments:

(\$14,641)-Decrease Software Capital 001-618-03.5718\_700

\$14,641-Increase Miscellaneous Equipment Capital Outlay 001-618-03.5719\_700

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: BuyBoard contract #720-23

### Auditor's Office

G/L Account Validated Y/N?: Yes, Miscellaneous Equipment Capital Outlay

New Revenue Y/N?: N/A

Comments:

---

## Attachments

Enviromatic Systems

AGENDA ITEM REQUEST FORM: **G.18.****Hays County Commissioners Court****Date:** 09/03/2024**Requested By:**

Sheriff Gary Cutler

**Sponsor:**

Commissioner Ingalsbe

---

**Agenda Item:**

Authorize the Jail to use existing funds for services with Enviromatic Systems related to an energy management system valued at \$19,520.28 and amend the budget accordingly. **INGALSBE/CUTLER**

**Summary:**

The Jail is requesting to utilize existing funds for an energy management system. Texas Administrative Code requires the Jail to manage temperature controls in all occupied living areas to maintain compliance. The jail maintenance department can only monitor or control the original building's air-conditioned temperatures and humidity levels if they make a service call about every issue. This new system will aid in monitoring all the units via a computer-based graphic layout that will allow us to inspect issues and monitor temperatures visually, helping us mitigate repair downtime by improving diagnostic procedures to aid in the longevity of the air-conditioned units. The jail's operating budget has \$19,520.28 available for this purchase with Enviromatic Systems using Buy Board contract #720-23.

**Fiscal Impact:**

Amount Requested: \$19,520.28

Line Item Number: 001-618-03.5719\_700

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$19,521 - Increase Misc. Equipment\_Capital 001-618-03.5719\_700

(\$19,521) - Decrease Building Maintenance &amp; Repair 001-618-03.5451

**Purchasing Office:**

Purchasing Guidelines Followed Y/N?: Yes

Comments: Buyboard Contract 720-23

**Auditor's Office**

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

---

**Attachments**Enviromatic Systems Quote

---

Building automation specialists

**enviromatic**  
SYSTEMS**Scope Letter/Proposal**

7/8/2024

**Project: Hays County Jail- Graphics Package**

Address: 1307 Uhland Road San Marcos, TX 78666

**Enviromatic Sytems Buyboard Contract #720-23****Items included:**

Provision Reliable Controls Mach Pro-Webcom Integrated web controller to host system graphics  
 All programming hours associated with Mach Pro-webcom  
 Installation of Mach Pro-Webcom into new dedicated panel in Electrical Room 2  
 Graphics to represent the following RTU points

**DDC System Graphics:**

- Misc. Items:
  - Monitoring outside air temperature and humidity
- Thirty (30) DX Roof Top Units:
  - Monitoring of fan status via current switch (all rooftop units)
  - Discharge air temperature (all rooftop units)
  - Return air temperature sensor (on 27 RTUs)
  - Space temperature sensor (on 3 RTUs)

**Clarifications and exclusions:**

- This proposal includes a 1-year warranty.
- This proposal assumes owner provided IT drop.
- This proposal excludes providing or installing new sensors, actuators, end devices or control devices for existing controlled HVAC equipment.
- This proposal excludes providing graphics for the exhaust fans, smoke exhaust fans, outside air damper interlocked with smoke exhaust fans, or water heaters.
- This proposal excludes interfacing or integrating with any other control system.
- This proposal excludes existing HVAC equipment repair.
- This proposal excludes work on fire systems, smoke detectors, fire dampers, smoke dampers or combination smoke and fire dampers.
- Sales tax, bonds and permits not included.

**Total Price (does not include sales tax): \$ 19,520.28****Buyboard breakdown on next page.**

Thank you for this opportunity to be of service. If you have any questions or would like to discuss this proposal, please contact me at 214-517-8232 (cell).

Sincerely,

Trevyn Sergeant

2337 West Warrior Trail, Grand Prairie, TX 75052  
 Phone: (972) 206-2590 Fax: (972) 206-2635 [www.enviromaticsystems.com](http://www.enviromaticsystems.com)

**Breakdown:**

<u>Item</u>	<u>Part Number</u>	<u>Quantity-Unit</u>	<u>Total Hours/Unit</u>	<u>Cost per Hour</u>	<u>Cost/Unit</u>	<u>Total</u>
<b>Materials</b>						
Mach Pro-Webcom	MPW-C	1			\$3,838.23	\$3,838.23
Line Filter	PLF-2	1			\$27.52	\$27.52
Enclosure	ENC-30x30	1			\$240.11	\$240.11
Transformer	LE117	1			\$39.42	\$39.42
<b>Install Labor Hours</b>						
Mach Pro-Webcom Enclosure Installation		1	16	\$ 125.00	\$2,000.00	\$2,000.00
<b>Programming Labor Hours</b>						
Mach Pro-Webcom Setup		1	16	\$ 125.00	\$2,000.00	\$2,000.00
<b>Project Management Labor Hours</b>		1	16	\$ 125.00	\$2,000.00	\$2,000.00
<b>Graphical Programming Labor Hours</b>						
RTUs		30	2.5	\$ 125.00	\$312.50	\$9,375.00
						<b>\$19,520.28</b>



**Enviromatic Systems, Inc**  
2337 W Warrior Trl  
Grand Prairie, TX 75052

# Contract Invoice

Project #: CT24-043  
Project Name: CT24-043  
Customer PO:  
Invoice #: CINV-000183  
Invoice Date: 12/10/2024  
Due Date: 01/09/2025

PO 2024-1884  
Shipper # 2025-534  
\*vendor only completed 25% of the job prior to 9/30/2024

<b>Total Due Less Retainage:</b> <b>\$4,880.07</b>
---

**BILL TO**  
Hays County (BC)  
712 S. Stage Coach Trail  
San Marcos, TX 78666

**SHIP TO**  
Hays County Sheriff  
712 S. Stage Coach Trail  
  
San Marcos, TX 78666

Description	Scheduled Amount	Prior Amount	Prior %	Current %	Total % Billed	Current Amount	Retainage
Quoted Price	19,520.28	0.00		25%	25.00%	4,880.07	0.00
TOTALS	19,520.28	0.00				4,880.07	0.00
Tax							0.00





## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Kate Blankenship, AgiLife Agent

Sponsor:

Commissioner Ingalsbe

---

### Agenda Item:

Approve out of state travel for Kate Blankenship in the Texas Agrilife Extension Office to attend the Texas A&M Extension Professional Development Visit on March 25-27, 2025 in Athens, Georgia. **INGALSBE/BLANKENSHIP**

### Summary:

Attend a professional development opportunity at the University of Georgia in March. Professional development will focus on food safety, preservation, and nutrition. I received a grant that will cover the travel costs and hotel but I will need to use county funds to cover meal costs and hotel parking.

### Fiscal Impact:

Amount Requested: \$195.00

Line Item Number: 001-660-00.5551

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: N

Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: Travel & Expenses must follow the travel and purchasing policy

### Auditor's Office

G/L Account Validated Y/N?: Yes, Continuing Education Expense

New Revenue Y/N?: N/A

Comments:

---

## Attachments

Agenda



**Agenda for Texas A&M Extension Professional Development Visit**  
**Dates: March 25-27, 2025**

<b>Date</b>	<b>Time</b>	<b>Activity</b>	<b>Location</b>	<b>Room</b>
<b>03/25/2025</b>	9:00 – 9:30 am	Welcome, Introductions, and Networking		
	9:30 – 10:30 am	Overview of the National Center for Home Food Preservation and Current National Trends	FDST 100 Cedar St, 211, Athens, GA 30602	242
	10:30 – 10:45 am	Break		
	10:45 – 11:45 am	Recipe Development Overview and Equipment		
	11:45 am – 12:45 pm	Tour at Schwan's Lab	Dawson Hall	167
	12:45 – 2:00 pm	Lunch	Bolton Dining Hall	-
	2:00 – 4:00 pm	Bolton Dining Hall Tour with Focus on Food Safety	Bolton Dining Hall	-
	4:00 pm	Adjourn	-	-
<b>03/26/2025</b>	9:00 – 9:15 am	Welcome and Introductions	TBD	TBD
	9:15 – 10:15 am	Overview of the Dietetics, Online Masters and Doctorate Program	TBD	TBD
	10:15 – 10:30 am	Break	TBD	-
	10:30 – 11:00 am	Welcome from Extension Associate Dean	TBD	TBD
	11:00 am – 12:00 pm	Networking Sessions with FACS Extension Specialists and agents	TBD	TBD
	12:00 – 1:00 pm	Lunch	Georgia Center Bistro	-
	1:00 – 2:30 pm	Networking Sessions with FACS Extension Specialists and agents Cont.	TBD	TBD
	2:30 pm	Adjourn – potential tour at the Botanical Garden	-	-
<b>03/27/2025</b>	10:00 am – 12:00 pm	Overview and Facility Tour	Food Product Innovation Center, 405 Cowart St, Griffin, GA 30223	TBD
	12:00 pm	Adjourn	-	-



AGENDA ITEM REQUEST FORM: **G. 12.**

## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Peterson, Constable Pct 1

Sponsor:

Commissioner Ingalsbe

---

### Agenda Item

Accept the 2024 Racial Profiling Report from the Hays County Constable's Office, Precinct 1. **INGALSBE/PETERSON**

### Summary

In compliance with Senate Bill 1074-76th regular session of the Texas Legislature amended by House Bill 3389-81st regular session.

---

### Attachments

Racial Profile Report - Pct 1

LEA Minimum Standards Form  
HAYS CO. CONST. PCT. 1  
2024

**Texas Occupations Code §1701.163** required TCOLE, with the input from an advisory committee, to establish rules for the continued operation of a law enforcement agency (LEA). Each LEA must complete an online report annually. This year's report requires that you review **TAC §211.16** and acknowledge the agency standards that will take effect September 1, 2025.

LEAs must meet the requirements outlined in **TAC §211.16**:

- Provide a public benefit to the community
- Have sustainable funding sources that meet or exceed the continued operating expenses outlined in a line-item budget for the agency
- Have physical resources as outlined in subsection (a)(3)
- Have physical facilities as defined in subsection (a)(4)
- Have policies as outlined in subsection (a)(5)
- Have an established administrative structure as defined in subsection (a)(6)
- Have liability insurance for the agency and any vehicles used for agency purposes
- Have a defined process by which the agency will receive by mail, online, and by phone and document compliments and complaints on its employees

TCOLE records indicate your agency Chief Administrator is: DAVID L. PETERSON Is this correct? Yes

**LEA compliance status**

- ☒ **Implemented** – Agency meets all aspects defined in **TAC §211.16**
- ☐ **In Progress** – Agency is in process of implementation and expects to meet all requirements of **TAC §211.16** by September 1, 2025
- ☐ **Additional Support Needed** – Agency will need aid in meeting all aspects as defined of **TAC §211.16** by September 1, 2025

**Attestation**

*I certify that this law enforcement agency has reviewed and acknowledges the approaching requirements for continued operation of law enforcement agency as defined in **TAC §211.16**.*

Chief Administrator/Designee DAVID PETERSON

Date January 16, 2025

Submitted electronically to the



The Texas Commission on Law Enforcement

# Racial Profiling Report | Full

---

Agency Name: HAYS CO. CONST. PCT. 1  
Reporting Date: 02/11/2025  
TCOLE Agency Number: 209101

Chief Administrator: DAVID L. PETERSON

Agency Contact Information:  
Phone: (512) 393-7730  
Email: dpeterson@co.hays.tx.us

Mailing Address:  
712 S STAGECOACH TRL STE 2210  
SAN MARCOS, TX 78666-6257

This Agency filed a full report

HAYS CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the HAYS CO. CONST. PCT. 1 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HAYS CO. CONST. PCT. 1 if the individual believes that a peace officer employed by the HAYS CO. CONST. PCT. 1 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the HAYS CO. CONST. PCT. 1 who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. CONST. PCT. 1 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
  - a. the race or ethnicity of the individual detained;
  - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
  - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
  - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
  - e. the location of the stop;
  - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - a. the Commission on Law Enforcement; and
  - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HAYS CO. CONST. PCT. 1 has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),

Code of Criminal Procedure during the reporting period.

Executed by: DAVID PETERSON  
CONSTABLE

Date: 02/11/2025

# Total stops: 33

## Street address or approximate location of the stop

City street	10
US highway	13
County road	8
State highway	2
Private property or other	0

## Was race or ethnicity known prior to stop?

Yes	0
No	33

## Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	2
White	16
Hispanic / Latino	14

## Gender

<b>Female</b>	<b>10</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	5
Hispanic / Latino	4
<b>Male</b>	<b>23</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	11
Hispanic / Latino	10

## Reason for stop?

<b>Violation of law</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
<b>Preexisting knowledge</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Moving traffic violation</b>	<b>33</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	2
White	16
Hispanic / Latino	14
<b>Vehicle traffic violation</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Was a search conducted?</b>	
<b>Yes</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>No</b>	<b>33</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	2
White	16
Hispanic / Latino	14
<b>Reason for Search?</b>	
<b>Consent</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0



Hispanic / Latino	0			
<b>Contraband</b>	<b>0</b>			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	0			
White	0			
Hispanic / Latino	0			
<b>Probable</b>	<b>0</b>			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	0			
White	0			
Hispanic / Latino	0			
<b>Inventory</b>	<b>0</b>			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	0			
White	0			
Hispanic / Latino	0			
<b>Incident to arrest</b>	<b>0</b>			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	0			
White	0			
Hispanic / Latino	0			
<b>Was Contraband discovered?</b>				
<b>Yes</b>	<b>0</b>	Did the finding result in arrest?		
		(total should equal previous column)		
Alaska Native / American Indian	0	Yes	0	No 0
Asian / Pacific Islander	0	Yes	0	No 0
Black	0	Yes	0	No 0
White	0	Yes	0	No 0
Hispanic / Latino	0	Yes	0	No 0
<b>No</b>	<b>0</b>			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	0			
White	0			
Hispanic / Latino	0			

**Description of contraband****Drugs 0**

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

**Weapons 0**

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

**Currency 0**

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

**Alcohol 0**

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

**Stolen property 0**

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

**Other 0**

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

**Result of the stop****Verbal warning 0**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Written warning</b>	<b>22</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	11
Hispanic / Latino	9
<b>Citation</b>	<b>11</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	5
Hispanic / Latino	5
<b>Written warning and arrest</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Citation and arrest</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Arrest</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Arrest based on</b>	
<b>Violation of Penal Code</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
<b>Violation of Traffic Law</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Violation of City Ordinance</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Outstanding Warrant</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

**Was physical force resulting in bodily injury used during stop?**

<b>Yes</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Resulting in Bodily Injury To:</b>	
Suspect	0
Officer	0
Both	0
<b>No</b>	<b>33</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	2
White	16
Hispanic / Latino	14

**Number of complaints of racial profiling**

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

**Comparative Analysis**

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

**Optional Narrative**

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

# Racial Profiling Analysis Report

## HAYS CO. CONST. PCT. 1

01. Total Traffic Stops:	33	
02. Location of Stop:		
a. City Street	10	30.30%
b. US Highway	13	39.39%
c. County Road	8	24.24%
d. State Highway	2	6.06%
e. Private Property or Other	0	0.00%
03. Was Race known prior to Stop:		
a. NO	33	100.00%
b. YES	0	0.00%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	0	0.00%
b. Asian/ Pacific Islander	1	3.03%
c. Black	2	6.06%
d. White	16	48.48%
e. Hispanic/ Latino	14	42.42%
05. Gender:		
a. Female	10	30.30%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	3.03%
iii. Black	0	0.00%
iv. White	5	15.15%
v. Hispanic/ Latino	4	12.12%
b. Male	23	69.70%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	6.06%
iv. White	11	33.33%
v. Hispanic/ Latino	10	30.30%
06. Reason for Stop:		
a. Violation of Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	

# Racial Profiling Analysis Report

iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Pre-Existing Knowledge	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Moving Traffic Violation	33	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	3.03%
iii. Black	2	6.06%
iv. White	16	48.48%
v. Hispanic/ Latino	14	42.42%
d. Vehicle Traffic Violation	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
07. Was a Search Conducted:		
a. NO	33	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	3.03%
iii. Black	2	6.06%
iv. White	16	48.48%
v. Hispanic/ Latino	14	42.42%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
08. Reason for Search:		
a. Consent	0	0.00%

# Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	0	0.00%
ii. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
09. Was Contraband Discovered:		
YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	0	



# Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
v. Hispanic/ Latino	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
b. NO	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
10. Description of Contraband:		
a. Drugs	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

# Racial Profiling Analysis Report

v. Hispanic/ Latino	0	
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
11. Result of Stop:		
a. Verbal Warning	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Written Warning	22	66.67%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	4.55%
iii. Black	1	4.55%
iv. White	11	50.00%
v. Hispanic/ Latino	9	40.91%
c. Citation	11	33.33%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	9.09%
iv. White	5	45.45%
v. Hispanic/ Latino	5	45.45%
d. Written Warning and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

# Racial Profiling Analysis Report

e. Citation and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

# Racial Profiling Analysis Report

## 13. Was Physical Force Used:

a. NO	33	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	3.03%
iii. Black	2	6.06%
iv. White	16	48.48%
v. Hispanic/ Latino	14	42.42%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	

14. Total Number of Racial Profiling Complaints Received:	0
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REPORT DATE COMPILED 02/11/2025



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

## **Hays County Commissioners Court**

**Date:** 02/25/2025

**Requested By:**

Don Montague, Constable Pct 3

**Sponsor:**

Commissioner Hammer

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### **Agenda Item**

Accept the 2024 Racial Profiling Report from the Hays County Constable's Office, Precinct 3. **HAMMER/MONTAGUE**

### **Summary**

In compliance with Senate Bill 1074-76th regular session of the Texas Legislature amended by House Bill 3389-81st regular session.

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### **Attachments**

FY 2024 Racial Profile Report - Pct 3

# Racial Profiling Report | Full

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Agency Name: HAYS CO. CONST. PCT. 3  
Reporting Date: 02/13/2025  
TCOLE Agency Number: 209103

Chief Administrator: WILLIAM D. MONTAGUE

Agency Contact Information:

Phone: (512) 847-5532  
Email: don.montague@co.hays.tx.us

Mailing Address:

P. O. BOX 1316  
200 Stillwater Road  
WIMBERLEY, TX 78676-1316

This Agency filed a full report

HAYS CO. CONST. PCT. 3 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the HAYS CO. CONST. PCT. 3 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HAYS CO. CONST. PCT. 3 if the individual believes that a peace officer employed by the HAYS CO. CONST. PCT. 3 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the HAYS CO. CONST. PCT. 3 who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. CONST. PCT. 3 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
  - a. the race or ethnicity of the individual detained;
  - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
  - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
  - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
  - e. the location of the stop;
  - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - a. the Commission on Law Enforcement; and
  - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HAYS CO. CONST. PCT. 3 has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: DONNY TORRES  
Sergeant

Date: 02/13/2025

# Total stops: 1459

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## Street address or approximate location of the stop

City street	424
US highway	1
County road	258
State highway	776
Private property or other	0

## Was race or ethnicity known prior to stop?

Yes	2
No	1457

## Race / Ethnicity

Alaska Native / American Indian	3
Asian / Pacific Islander	8
Black	25
White	1157
Hispanic / Latino	266

## Gender

<b>Female</b>	<b>634</b>
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Alaska Native / American Indian	1
Asian / Pacific Islander	7
Black	7
White	546
Hispanic / Latino	73

<b>Male</b>	<b>825</b>
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Alaska Native / American Indian	2
Asian / Pacific Islander	1
Black	18
White	611
Hispanic / Latino	193

## Reason for stop?

<b>Violation of law</b>	<b>2</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2



Hispanic / Latino	0
<b>Preexisting knowledge</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Moving traffic violation</b>	<b>1383</b>
Alaska Native / American Indian	3
Asian / Pacific Islander	8
Black	24
White	1095
Hispanic / Latino	253
<b>Vehicle traffic violation</b>	<b>74</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	60
Hispanic / Latino	13
<b>Was a search conducted?</b>	
<b>Yes</b>	<b>3</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	1
<b>No</b>	<b>1456</b>
Alaska Native / American Indian	3
Asian / Pacific Islander	8
Black	25
White	1155
Hispanic / Latino	255
<b>Reason for Search?</b>	
<b>Consent</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0				
<b>Contraband</b>	<b>0</b>				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				
<b>Probable</b>	<b>3</b>				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	2				
Hispanic / Latino	1				
<b>Inventory</b>	<b>0</b>				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				
<b>Incident to arrest</b>	<b>0</b>				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				
<b>Was Contraband discovered?</b>					
<b>Yes</b>	<b>0</b>	Did the finding result in arrest?			
		(total should equal previous column)			
Alaska Native / American Indian	0	Yes	0	No	0
Asian / Pacific Islander	0	Yes	0	No	0
Black	0	Yes	0	No	0
White	0	Yes	0	No	0
Hispanic / Latino	0	Yes	0	No	0
<b>No</b>	<b>3</b>				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	2				
Hispanic / Latino	1				

<b>Description of contraband</b>	
<b>Drugs</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Weapons</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Currency</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Alcohol</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Stolen property</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Other</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Result of the stop</b>	
Verbal warning	<b>745</b>

Alaska Native / American Indian	3
Asian / Pacific Islander	5
Black	12
White	616
Hispanic / Latino	109
<b>Written warning</b>	<b>648</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	11
White	495
Hispanic / Latino	139
<b>Citation</b>	<b>66</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	46
Hispanic / Latino	18
<b>Written warning and arrest</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Citation and arrest</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Arrest</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Arrest based on</b>	
<b>Violation of Penal Code</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
<b>Violation of Traffic Law</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Violation of City Ordinance</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Outstanding Warrant</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

**Was physical force resulting in bodily injury used during stop?**

<b>Yes</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Resulting in Bodily Injury To:</b>	
Suspect	0
Officer	0
Both	0
<b>No</b>	<b>1459</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1157
Black	8
White	266
Hispanic / Latino	3

**Number of complaints of racial profiling**

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

**Comparative Analysis**

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

**Optional Narrative**

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Cohen

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### Agenda Item:

Authorize the execution of the 2025 annual agreement between Plateau Land & Wildlife Management and Hays County in the amount of \$6,360.06 for the annual wildlife management services for the Gay Ruby Dahlstrom Nature Preserve.

COHEN/T.CRUMLEY

### Summary:

Authorize the renewal of the 2025 annual agreement between Plateau Land & Wildlife and Hays County. The annual wildlife management plan includes site monitoring visits, inspections and maintenance of nest boxes and wildlife stations, fire ant control, a spring bird survey, and an annual report to Hays CAD.

### Fiscal Impact:

Amount Requested: \$6,360.06

Line Item Number: 001-700-00.5448

### 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: Original Agreement Signed 11.17.15, has not exceeded \$50,000.00 (\$27,607.89)

### Auditor's Office:

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

New Revenue Y/N?: N/A

Comments:

---

## Attachments

Plateau 2025 Agreement



P.O. Box 1251  
Dripping Spring, TX 78620  
888-289-9409

**Quote ID:** 006Uz000003Tjw6IAC

**Date:** 2/4/2025

**Account #:** 0014x00000ZMiuUAAT

**Property Name:** Howe Pasture - Public Access Project

**Sold To:**

Invoice Hays County  
Judge Ruben Beccera, Hays County  
712 S. Stagecoach Trail, Ste. 1204, San Marcos, TX  
78666  
lisa.griffin@co.hays.tx.us

**Plateau Representative:**

Kameron Bain  
Senior Landowner Account Manager  
kbain@plateauwildlife.com

**Service Agreement Year**

2025

QTY	Code	Product Name	Unit Price	Tax	Total
1.00	ANRPR	Annual Report	\$575.00	\$0.00	\$575.00
1.00	DISCS	Discount Services	(\$50.00)	\$0.00	(\$50.00)
2.00	SMV	Site Monitoring Visit	\$600.00	\$0.00	\$1,200.00
4.00	ORFA	Imported Red Fire Ant Treatment (IRFA)	\$735.00	\$0.00	\$2,940.00
2.00	QR100	Quail System Re-Fill and Re-Charge (QS Equipped with 100 Gallon Tank)	\$420.00	\$0.00	\$840.00
1.00	WREN	Wren Nest Box	\$36.00	\$2.97	\$38.97
1.00	NBIN	Nest Box Installation	\$18.00	\$1.49	\$19.49
1.00	SBBSR	Spring Breeding Bird Survey	\$625.00	\$0.00	\$625.00
88.00	MILT	Technician Mileage	\$1.55	\$0.00	\$136.40
44.00	MILS	Survey Mileage	\$0.80	\$0.00	\$35.20

*\*\*See product/service descriptions below*

Line item tax total

**\$4.46**



**Total**

**\$6,360.06**

# **Description of Services**

**Annual Report Filing Year(s): 2025**

**Breeding Bird Survey Year(s): 2025**

<b>Annual Report</b>	Plateau prepares, submits, and confirms delivery of your annual report to your Central Appraisal District(s). The report details all of the qualifying wildlife management activities performed on your property during the calendar year. Any supporting documentation including photos, receipts, reports, and/or maps will be included with the annual report to completely document all activities
<b>Site Monitoring Visit</b>	Ecological Services Technicians will inspect, monitor, test functionality and make minor repairs of all Wildlife Management Products originally installed by Plateau. Technicians will thoroughly document findings while on-site. Notes and observations are recorded on field log sheets. GIS data is confirmed or created as needed for map creation. Digital photographs are taken and stored for each activity monitored for use in Annual Reports. Base price starting at \$210 plus \$10 for each nest box.
<b>Imported Red Fire Ant Treatment (IRFA)</b>	Plateau Wildlife Services Technicians will treat areas of your property with a known Imported Red Fire Ant infestation or survey habitat where infestation is likely to occur. Once identified, a granule bait with a dual acting insecticide is applied to each ant mound. The dual acting insecticide contains a metabolic inhibitor that kills ants within 24-72 hours while the insect growth regulator prevents ant development to adult phase eliminating ant reproduction and mound rebound.
<b>Quail System Re-Fill and Re-Charge (QS Equipped with 100 Gallon Tank)</b>	A Plateau Wildlife Services Technician will attend to the two critical components of your Quail and Small Wildlife Station by filling the feed barrel with up to 100 lbs. of scratch and re-charging the 100 gallon tank of the rainwater collection system.
<b>Wren Nest Box</b>	Wren nest box built to specification of rough cut cedar by Texas based craftsmen.
<b>Nest Box Installation</b>	Nest boxes installed by qualified Plateau technician in species appropriate locations. Each nest box location will be marked with a GPS way point for future mapping and digital photos will be taken to document the activity. A field log sheet will also be completed documenting the installations.
<b>Spring Breeding Bird Survey</b>	A Spring Breeding Census will be performed during March 15 - June 30 to identify migratory and breeding birds on your property. This is a great opportunity to learn which birds are utilizing your property during the spring months. The information can be used to identify important breeding and nesting habitats, track population trends, and create management plans for year-round use.

## Signature Page

PLEASE NOTE: All prices in this bid are subject to change after 30 days from the date of this offer unless accepted. In the event of termination of the agreement or sale of the property, the landowner agrees to pay for all work performed up to termination date. If an outstanding balance or refund is due, final payment will be invoiced in full or a refund issued at the termination of the agreement or sale of the property.

Service agreements are non-transferable. In the event of the sale of the property on which these services are being performed, it is the landowner's or buyer's responsibility to contact Plateau Land & Wildlife Management, Inc. and provide the buyer's contact information within 30 days of the sale of the property if the buyer intends to continue services. Plateau Land & Wildlife Management, Inc. is under no obligation to continue the wildlife management practices on the property without the buyer's contact information and their consent to enter the property.

Note: All fees are subject to annual re-negotiation. Plateau Land & Wildlife Management, Inc. offers no guarantee, expressed or implied, that County Appraisal Districts will continue to approve Wildlife Management Valuation.

## Payment Options

1. **Installment Payments:** Invoice will be billed on the 1st day of each quarter (Jan., April, July, Oct.) of service agreement year. Agreements received after the first billing cycle will be combined into the remaining installments.
2. **Pay in Full:** Invoice will be billed in full on January 1st of the service agreement year or the date the agreement is received.

### Choose your Payment Option:

---

#### Signatures:

*Judge Ruben Beccera*

Date

Plateau Land & Wildlife Management, Inc.

Date



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Cohen

---

### Agenda Item:

Authorize the Health Department to purchase one new vaccine freezer and two new vaccine refrigerators in the amount of \$6,583.25 from K2 Scientific, the second-lowest quote. **COHEN/T.CRUMLEY**

### Summary:

The Health Department was approved \$8,000 in the FY25 budget to purchase one new vaccine refrigerator. The Health Department would like to amend their request and purchase two refrigerators and one freezer in the amount of \$6,583.25. The Health Department has secured three quotes, and would like to request an exemption to the purchasing policy by choosing the second-lowest quote from K2 Scientific. The lowest quote is \$6,355.00, but it does not include a warranty on the three units. The second lowest is \$6,583.25 (\$228.25 more) but includes a warranty on all three units.

### Fiscal Impact:

Amount Requested: \$6,583.25

Line Item Number: 120-675-00.5719\_400

### Budget Office:

Source of Funds: Family Health Services Fund

Budget Amendment Required Y/N?: N

Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Obtained 3 quotes, but needs a waiver to select the 2nd lowest quote.

### Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

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### Attachments

FY25 Adopted Budget

K2 Scientific Quote

Fisher Quote

Cambridge Quote

K2 Information

Fund/Dept REQUESTED		Cost Per		2025	2025		2025
		Qty	Unit	Requested	Qty	Recommended	Qty 2025 Adopted
Fund 020 - Road and Bridge General Fund continued							
	Replacement Rugby leveling rotating laser	3	1,300	3,900	3	3,900	3 3,900
	Replacement telescoping power pruner	2	530	1,060	2	1,060	2 1,060
				24,160		24,160	24,160
5719_700 Miscellaneous Equipment Capital Outlay							
	Replacement permanent radar speed limit signs	4	5,500	22,000	4	22,000	4 22,000
	Replacement School zone flasher systems	4	5,000	20,000	4	20,000	4 20,000
				42,000		42,000	42,000
5741 Misc Capital Improvements							
	Addition to crew building	1	50,000	50,000	1	50,000	1 50,000
	Renovations to Transp. bldg. for 3 additional offices	1	75,000	75,000	0	-	0 -
	Repaint all Transportation offices	1	25,000	25,000	0	-	0 -
	LWC Flood Protection Rails (requested by OES)				10	19,530	10 19,530
				150,000		69,530	69,530
Fund 020 - Road and Bridge General Fund Totals				1,610,941		745,719	745,719
Fund 070 - Juvenile Detention Center Fund							
5719_400 Miscellaneous Equipment Operating Expense							
	Replacement Camera System	1	82,656	82,656	1	82,656	1 82,656
				82,656		82,656	82,656
5719_700 Miscellaneous Equipment Capital Outlay							
	12.5 ton RTU A/C Replacement	1	15,208	29,913	1	29,913	1 29,913
	Replacement Camera System	1	34,358	34,358	1	34,358	1 34,358
				64,271		64,271	64,271
Fund 070 - Juvenile Detention Center Fund Totals				146,927		146,927	146,927
Fund 084 - Law Library Fund							
5719_400 Miscellaneous Equipment Operating Expense							
	Felt Extension Cubicle Panels	8	225	1,800	0	-	0 -
				1,800		-	-
Fund Law Library Fund Totals				1,800		-	-
Fund 106 - County Records Preservation Fund							
5711_400 Office Equipment Operating							
	Large Surface Desk	1	2,500	2,500	1	2,500	1 2,500
				2,500		2,500	2,500
Fund 106 - County Records Preservation Fund Totals				2,500		2,500	2,500
Fund 107 - Courthouse Security Fund							
5741 Misc Capital Improvements							
	GC Courtroom Door Repairs (roll FY24 PO 2024-1541)						1 18,992
							18,992
Fund 107 - Courthouse Security Fund Totals				-		-	18,992
Fund 120 - Family Health Services Fund							
5719_400 Miscellaneous Equipment Operating Expense							
	Dual-Sided ID Printer	1	2,700	2,700	1	2,700	1 2,700
	Vaccine Refrigerator	1	8,000	8,000	1	8,000	1 8,000
				10,700		10,700	10,700
Fund 120 - Family Health Services Fund Totals				10,700		10,700	10,700



## Hays County Environmental Hlth - K204GDR-K204SDF & K220GDR

**Manuel Almaraz**

manuel.almaraz@hayscountytexas.gov

5123935494

**Reference:** 20241209-153534742

**Bill to:**

, 78666

**Ship to:**

,

If any of the information above is incorrect, [please click here to update billing and/or shipping](#) information.

**K2 Scientific**

3029 Horseshoe Lane

Suite D

Charlotte, NC 28208

US

**Prepared by: Lainey****Wyman**

Sales and Customer Service

Manager

lainey@k2sci.com

+18002187613

Quote created: December 9, 2024

Quote expires: March 6, 2025

**Total** **\$6,583.25**

SKU	PRODUCTS & SERVICES	UNIT PRICE	QUANTITY	TOTAL
K204GDR-K204SDF	4 Cu. Ft. Combination Glass Door Refrigerator & 4 Cu. Ft. Solid Door Freezer	\$2,275.25	1	\$2,275.25
K220GDR	20 Cu. Ft. Upright Glass Door Refrigerator for Hospitals	\$3,195.00	1	\$3,195.00
VL-VPLS3-US120	Vital Power Log (VPL)	\$99.00	3	\$0.00 after 100% discount
VL-VPLP-6	VPL Premium Subscription - 6 Mos. Free Monitoring	\$30.00	3	\$0.00 after 100% discount

SUMMARY	
One-time subtotal	\$5,470.25 after \$387.00 discount
Flat Rate Shipping - Includes Liftgate + Inside Delivery	\$863.00
White Glove Delivery Service (Optional)	\$250.00

Total	\$6,583.25
-------	------------

Comments:

K204GDR: In stock  
K204SDF: 8-10 weeks, assuming no delays  
K220GDR: Limited stock available.

Additional item to consider:

[Battery Backup](#) - to ensure consistent conditioned power and power backup during brown and blackouts. Qualifies for a 30% energy tax credit.

Request Battery Backup Quote

Policies you may find helpful:

- [Receipt of Goods Policy](#) ~ to ensure you are covered in the unlikely event of freight damage.
- [Freight Damage Policy](#) ~ in the unlikely event of freight damage, the steps to follow.
- [Return Policy](#) ~ if the unit(s) received need to be returned to K2 Scientific.
- [Warranty Policy](#) ~ K2 offers a limited warranty.
- [Refund Policy](#) ~ if a return is received and a refund is applicable.

## Purchase terms:

### Credit Card for Online Checkout:

If purchasing by Purchase Order (PO) please email your PO to Lainey at [lainey@k2sci.com](mailto:lainey@k2sci.com).

### Please note the following:

1. If you're purchasing via a PO, **taxes** (if applicable) are currently not included in this quote. To make sure it's accurate, please make sure taxes are prepaid and added.
2. Additionally, purchasing via a PO, shipping should be listed as a separate item on the PO or listed as "best way - pre-pay and add." Alternatively, if shipping via a shipping your companyaccount number, please list your carrier number on the PO.
3. New customers who want to purchase on terms require a credit application. Please don't hesitate to reach out if I can assist you during the process.

Thank you for your patience as our team is working diligently to resolve these issues in the very near future.

### Warranty Registration Required:

To ensure your warranty coverage, please register your unit within 30 days of receiving it. This registration is mandatory for both the standard 2-year warranty and the extended 2+3-year warranty, applicable to all K2 units featuring our Monoblock technology. All K2 units purchased after November 6, 2023, require an ongoing connection to the VPL that is shipped complimentary with the unit for the full warranty to be in effect. Connection to the VPL and Vital Log Cloud is required throughout the warranty period to improve the speed of service and ensure an accurate diagnosis of any warranty claim. Preventive maintenance is also required.

## Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Manuel Almaraz**

[manuel.almaraz@hayscountytexas.gov](mailto:manuel.almaraz@hayscountytexas.gov)

[ sig/req/signer1 ]



# Sales Quotation

*Quote Nbr	Creation Date	Due Date	Page
4346-9084-04	12/11/2024		1 of 2
Payment Terms		Delivery Terms	
NET 30 DAYS		DEST	
Valid To		Prepared By	
12/31/2024		VIRDEN, ROGER	
Customer Reference		Sales Representative	
REFRIGERATOR INSIDE DELIVERY		ROGER VIRDEN	
To place an order	Ph: 800-766-7000	Fx: 800-926-1166	
Submitted To:		Customer Account:	
MANUEL GARCIA  512-638-2294		HAYS COUNTY HEALTH DEPT 101 THERMON DR SAN MARCOS TX 78666	



Part of Thermo Fisher Scientific

FISHER SCIENTIFIC COMPANY LLC  
4500 TURNBERRY DRIVE  
HANOVER PARK IL 60133-5491

[Review and Place Order](#)



[Click here or go through your purchasing system to fishersci.com quotes](#)

**\*Please reference this Quote Number on all correspondence.**

Don't have a profile? Register on [fishersci.com](https://fishersci.com)

For complete Terms and Conditions, please [click here.](#)


**Quote Comments:** OMNIA CONTRACT 2021002889 FREE SHIPPING

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	1	EA	K220GDR	REFR 20CF GLASS DOOR VP	3,456.00	3,456.00
				K2 Scientific Pharmaceutical/Laboratory High Performance Refrigerator, Model: K220GDR, Door Style: Glass, Amperage: 1.45 amp, Breaker: 15, Cabinet Material: White Powder-Coated Steel, Capacity: 20 cu. ft., 566 L, Capacity Refrigerator: 20 cu. ft., 566 L, Casters: Leveling Feet, White, Ports: 1 Vendor Catalog # K220GDR Hazardous Material This item is being sold as 1 per each Product - Non-Returnable		
2	1	EA	K204SDF	FRZR UC 4CF -25C SOLID DOOR VP	1,366.20	1,366.20
				K2 Scientific Laboratory Undercounter Freezer, Amperage: 2 amp, Breaker: 15, Cabinet Material: White Powder-Coated Steel, Capacity: 4 cu. ft., 113 L, Capacity Freezer: 4 cu. ft., 113 L, Casters: Leveling Feet, Certifications/Compliance: ENERGYSTAR, cULus, EPA SNAP, ISO 9001, White, Phase: 1 Vendor Catalog # K204SDF Hazardous Material This item is being sold as 1 per each Product - Non-Returnable		

# Sales Quotation



Quote Nbr	Customer Reference	Page
4346-9084-04	REFRIGERATOR INSIDE DELIVERY	2 of 2

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
3	1	EA	K204GDR	REFR UC 4CF GLASS DOOR VP	1,368.90	1,368.90
						
K2 Scientific Undercounter Built-in or Freestanding Refrigerator, Model: K204GDR, Door Style: Glass, Energy Usage: 1.62 kWh/day, Amperage: 1.2 amp, Breaker: 15, Cabinet Material: White Powder-Coated Steel, Capacity: 4 cu. ft., 113 L, Capacity Refrigerator: 4 cu. ft., 113 L, White, Display: LED Vendor Catalog # K204GDR Hazardous Material This item is being sold as 1 per each Product - Non-Returnable						
MERCHANDISE TOTAL						6,191.10
Inside Delivery						900.00
TOTAL						7,091.10

## NOTES:

We now offer highly competitive financing with low monthly payments. Please contact your local sales representative for more information.

Tell us about your recent customer service experience by completing a short survey. This should take no longer than three minutes. Enter the link into your browser and enter the passcode: USA-PGH-CS2

<http://survey.medallia.com/fishersci>

## ESTIMATE

Cambridge Scientific Products  
199 Dexter Ave  
Watertown, MA 02472-4228

sales@cambridgescientific.com  
+1 (617) 354-8900  
cambridgescientific.com



**Bill to**  
Hays County, Texas  
101 Thermon Dr  
San Marcos, TX 78666

**Ship to**  
Hays County, Texas  
101 Thermon Dr  
San Marcos, TX 78666  
Manuel Almaraz 512-393-5494  
manuel.almaraz@co.hays.tx.us

**Shipping info**  
Ship date: 02/07/2025

**Estimate details**  
Estimate no.: 27701  
Estimate date: 02/07/2025  
Expiration date: 03/07/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Freezers	K2 Scientific K204SDF *NEW* Undercounter Freezer Solid door	1	\$1,150.00	\$1,150.00
2.	Refrigerator	**Backordered 6-10 weeks, not including holidays ***  K2 Scientific K204GDR - 4 Cu. Ft. Undercounter Glass Door Refrigerator *NEW*	1	\$1,150.00	\$1,150.00
3.	Refrigerator	**Lead time Late December/early Jan**  K2 Scientific K220GDR - 20 Cu. Ft. Upright, Life Science Performance, Glass Door Refrigerator *NEW	1	\$2,955.00	\$2,955.00
4.					\$0.00
5.	Freight	Shipping & Handling - White glove, inside delivery service	1	\$1,100.00	\$1,100.00

**Total** **\$6,355.00**

**Note to customer**  
Manufacturer's Warranty

Expiry  
date 03/07/2025

Accepted date Accepted by



# REFRIGERATOR/FREEZER QUOTES

K204GDR, 4 Cu Ft Refrigerator

K204SDF, 4 Cu Ft Freezer

K220GDR, 20 Cu Ft Refrigerator



# K220GDR



- 20 Cu. Ft. Upright Glass Door Refrigerator
- Six shelves adjustable by 1in increments
- Magnetically sealed door with rapid cool down mode after opening door
- Access port ( for data loggers)
- Interior (D x W x H) – 22.2 x 25.4 x 64.8

## K204GDR



- 4 Cu. Ft. Undercounter Built-in or freestanding glass door refrigerator
- Three shelves adjustable by 1in increments
- Magnetically sealed door with rapid cool down mode after door opening
- Interior (D x W x H) – 15.5 x 19.5 x 23
- Access port (for data loggers)



# K204SDF



- 4 Cu. Ft. Undercounter Built-in or freestanding solid door freezer
- Three shelves adjustable by 1in increments
- Magnetically sealed door with rapid cool down mode after door opening
- Interior (D x W x H) – 15.5 x 19.5 x 23
- Access port (for data loggers)



# K2 SCIENTIFIC



## Hays County Environmental Hlth - K204GDR-K204SDF & K220GDR

Manuel Almaraz  
manuel.almaraz@hayscountytx.gov  
5123935494

Reference: 20241209-153534742

Bill to:

, 78666

Ship to:

,

If any of the information above is incorrect, please click [here to update billing and/or shipping information](#).

Quote created: December 9, 2024

Quote expires: March 6, 2025

K2 Scientific  
3029 Horseshoe Lane  
Suite D  
Charlotte, NC 28208  
US

Prepared by: Lainey  
Wyman  
Sales and Customer Service  
Manager  
lainey@k2sci.com  
+18002187813

Total \$6,583.25

SKU	PRODUCTS & SERVICES	UNIT PRICE	QUANTITY	TOTAL
K204GDR-K204SDF	4 Cu. Ft. Combination Glass Door Refrigerator & 4 Cu. Ft. Solid Door Freezer	\$2,275.25	1	\$2,275.25
K220GDR	20 Cu. Ft. Upright Glass Door Refrigerator for Hospitals	\$3,195.00	1	\$3,195.00
VL-VPLS3-US120	Vital Power Log (VPL)	\$99.00	3	\$0.00 after 100% discount
VL-VPLP-6	VPL Premium Subscription - 6 Mos. Free Monitoring	\$30.00	3	\$0.00 after 100% discount

- ▣ K204GDR-K204SDF: 2275.25
- ▣ K220GDR: 3195.00
- ▣ Flat rate shipping – liftgate + inside delivery: 863.00
- ▣ White glove delivery(set up of equipment): 250.00
- ▣ Total: 6583.25
- ▣ Replaceable if unit isn't working properly (no extra charge)
- ▣ May be refunded 100% if not used/opened, only 75% refundable if used/opened
- ▣ <https://knowledge.k2sci.com/knowledge/does-k2-scientific-offer-a-warranty>

# FISHER SCIENTIFIC

Sales Quotation			
*Quote Nbr	Creation Date	Due Date	Page
4346-9094-04	12/11/2024		1 of 2
Payment Terms		Delivery Terms	
NET 30 DAYS		DEST	
Valid To		Prepared By	
12/31/2024		VIRDEN, ROGER	
Customer Reference		Sales Representative	
REFRIGERATOR INSIDE DELIVERY		ROGER VIRDEN	
To place an order   Ph: 800-768-7000		Fax: 800-928-1188	
Submitted To:		Customer Account:	
MANUEL GARCIA		101041-001	
512-638-2294		HAYS COUNTY HEALTH DEPT 101 THERMON DR SAN MARCOS TX 78666	



FISHER SCIENTIFIC COMPANY LLC  
4500 TURNBERRY DRIVE  
HANOVER PARK IL 60133-5481

[Viewing and Placing Orders](#)

[Click here or go through your purchasing system to FisherSci.com quotes](#)

**\*Please reference this Quote Number on all correspondence.**

Don't have a profile? Register on [fishersci.com](#)

For complete Terms and Conditions, please [click here](#).

Quote Comments: OMNIA CONTRACT 2021002889 FREE SHIPPING

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	1	EA	K220GDR	REFR 20CF GLASS DOOR VP K2 Scientific Pharmaceutical/Laboratory High Performance Refrigerator, Model: K220GDR, Door Style: Glass, Amperage: 1.45 amp, Breaker: 15, Cabinet Material: White Powder-Coated Steel, Capacity: 20 cu. ft., 566 L, Capacity Refrigerator: 20 cu. ft., 566 L, Casters: Leveling Feet, White, Ports: 1 Vendor Catalog # K220GDR Hazardous Material This item is being sold as 1 per each Product - Non-Returnable	3,456.00	3,456.00
2	1	EA	K204SDF	FRZR UC 4CF -25C SOLID DOOR VP K2 Scientific Laboratory Undercounter Freezer, Amperage: 2 amp, Breaker: 15, Cabinet Material: White Powder-Coated Steel, Capacity: 4 cu. ft., 113 L, Capacity Freezer: 4 cu. ft., 113 L, Casters: Leveling Feet, Certifications/Compliance: ENERGYSTAR, eULUS, EPA SNAP, ISO 9001, White, Phase: 1 Vendor Catalog # K204SDF Hazardous Material This item is being sold as 1 per each Product - Non-Returnable	1,366.20	1,366.20
3	1	EA	K204GDR	REFR UC 4CF GLASS DOOR VP K2 Scientific Undercounter Built-in or Freestanding Refrigerator, Model: K204GDR, Door Style: Glass, Energy Usage: 1.62 kWh/day, Amperage: 1.2 amp, Breaker: 15, Cabinet Material: White Powder-Coated Steel, Capacity: 4 cu. ft., 113 L, Capacity Refrigerator: 4 cu. ft., 113 L, White, Display: LED Vendor Catalog # K204GDR Hazardous Material This item is being sold as 1 per each Product - Non-Returnable	1,368.90	1,368.90
MERCHANDISE TOTAL						6,191.10
Inside Delivery						900.00
TOTAL						7,091.10

- K204SDF: 1366.20
- K204GDR: 1368.90
- K220GDR: 3456.00
- INSIDE DELIVERY: 900.00(only for large unit)
- Total: 7091.10
- Warranty will be done through manufacture
- Nonreturnable/ Nonrefundable with Fisher
- All claims will be sent to supplier

# CAMBRIDGE SCIENTIFIC

**ESTIMATE**  
 Cambridge Scientific Products  
 190 Dasher Ave  
 Walpole, MA 02472-4228  
 sales@cambridgescientific.com  
 +1 (617) 354-2800  
 cambridgescientific.com

**CAMBRIDGE  
SCIENTIFIC**

**Bill to**  
 Hays County, Texas  
 101 Tharmon Dr  
 San Marcos, TX 78666

**Ship to**  
 Hays County, Texas  
 101 Tharmon Dr  
 San Marcos, TX 78666  
 Manuel Almaraz 512-393-5494  
 manuel.almaraz@co.hays.tx.us

**Shipping info**  
 Ship date: 02/07/2025

**Estimate details**  
 Estimate no.: 27701  
 Estimate date: 02/07/2025  
 Expiration date: 03/07/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Freezers	K2 Scientific K204SDF *NEW* Undercounter Freezer Solid door	1	\$1,150.00	\$1,150.00
2.	Refrigerator	**Backordered 6-10 weeks, not including holidays**  K2 Scientific K204GDR - 4 Cu. Ft. Undercounter Glass Door Refrigerator *NEW*	1	\$1,150.00	\$1,150.00
3.	Refrigerator	**Lead time Late December/early Jan**  K2 Scientific K220GDR - 20 Cu. Ft. Upright Life Science Performance, Glass Door Refrigerator *NEW*	1	\$2,955.00	\$2,955.00
4.					\$0.00
5.	Freight	Shipping & Handling - White glove, inside delivery service	1	\$1,100.00	\$1,100.00
<b>Total</b>					<b>\$6,355.00</b>

**Note to customer**  
 Manufacturer's Warranty

Expiry  
 date

03/07/2025

Accepted date

Accepted by

- K204SDF: 1150.00
- K204GDR:1150.00
- K220GDR:2955.00
- SHIPPING HANDLING – WHITE GLOVE SERVICE: 1100.00
- TOTAL: 6355.00
- Warranty will be done through manufacture
- Nonreturnable/ Nonrefundable with Cambridge
- All claims will be sent to supplier



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Julio Ventura, Community Outreach Manager

Sponsor:

Judge Becerra

---

### Agenda Item:

Authorize expenditures of up to \$1,500.00 for a public Easter Egg Hunt Event to be held on the Courthouse Grounds on April 19, 2025, and amend the budget accordingly. **BECERRA**

### Summary:

On April 19, 2025, Hays County will host the 5th Annual Easter Egg Hunt on the Historic Courthouse Grounds. Funding will be utilized for the following:

Plastic Easter Egg  
Candy Fillers  
Decor  
Easter Bunny

### Fiscal Impact:

Amount Requested: \$1,500.00

Line Item Number: 121-752-00.5201

### Budget Office:

Source of Funds: Tobacco Settlement Fund

Budget Amendment Required Y/N?: Y

Comments:

(\$1,500) Decrease Contract Services 121-752-00.5448

\$1,500 Increase General Supplies 121-752-00.5201

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: All purchases must follow the purchasing policy

### Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

---



**Hays County Commissioners Court**

Date: 02/25/2025

Requested By:

Sponsor:

Judge Becerra

---

**Agenda Item:**

Approve the purchase of (5) Heavy Duty workbenches with casters for use in the warehouse at the Elections Building for a total of \$4,111.44 and amend the budget accordingly. **BECERRA/DOINOFF**

**Summary:**

These workbenches will be used for equipment repairs, preventative maintenance, and other warehouse activities.

**Fiscal Impact:**

Amount Requested: \$4111.44

Line Item Number: 002-655-00.5719\_400

**Budget Office:**

Source of Funds: Election Contract Fee Fund

Budget Amendment Required Y/N?: Y

Comments:

(\$4,112)-Decrease Election Expenses 002-655-00.5446

\$4,112-Increase Miscellaneous Equipment Operating Expense 002-655-00.5719\_400

**Purchasing Office:**

Purchasing Guidelines Followed Y/N?: Yes

Comments: 3 quotes

**Auditor's Office**

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

---

**Attachments**

Uline Quote

Elections - Work Bench Quotes





1-800-295-5510

uline.com

customer.service@uline.com

PRICING

REQUEST

REQUEST # PRB369421

Thank you for your interest in Uline!

PROVIDED TO: HAYS COUNTY ELECTIONS  
712 S STAGECOACH TRL STE 1012  
SAN MARCOS TX 78666-6294

SHIP TO: HAYS COUNTY ELECTIONS  
712 S STAGECOACH TRL STE 1012  
SAN MARCOS TX 78666-6294

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
22779462			SAIA FRT	02/13/25	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
5	KT	H-9626-LAM	MOBILE HEAVY-DUTY PACKING TABLE - 72 X 48", LAMINATE TOP	775.00	3,875.00
5	EA	H-4990-LAM	REPLACEMENT PACKING TABLETOP - 72 X 48", LAMINATE	.00	.00
5	CT	H-7003	PART OF KIT CASTERS FOR PACKING STATIONS UP TO 72" - SET OF 4	.00	.00
5	EA	H-7631-FRAME	PART OF KIT PACKING STATION STARTER TABLE - 72 X 36"	.00	.00
5	EA	H-7607-BOTTM	PART OF KIT LOWER SHELF FOR WORKBENCHES AND HEAVY-DUTY PACKING TABLES - 72 X 36 PART OF KIT	.00	.00

SUB-TOTAL 3,875.00	SALES TAX .00	SHIPPING/HANDLING 236.44	TOTAL 4,111.44
-----------------------	------------------	-----------------------------	-------------------

NOTE:

DELIVERY TIME 1 BUSINESS DAY VIA SAIA FRT.  
ATTENTION: MELISSA JORDAN

Top Material

☒ Stainless Steel

Number of Shelves

☒ 1

Overall Depth

Search

☐ 25 in

☒ 30 in

Overall Load Capacity

Search


☒ 1,200 lb

☐ 1,800 lb

Mobile Worktables

1 product

Mobile worktables have attached wheels or casters that allow them to be moved around work areas without lifting them. These portable worktables reposition to clean underneath or bring them closer to the work location.



Stainless-Steel-Top Mobile Worktables

Clear All

Top Material

Stainless Steel

Number of Shelves

1

Overall Depth

30 in

Overall Load Capacity

1,200 lb

Frame Material

Stainless Steel

Stainless-Steel-Top Mobile Worktables

These mobile worktables have stainless-steel tops that withstand heavy loads and high temperatures, resist rust and corrosion, and won't absorb oil or stains. Stainless steel cleans easily and endures exposure to moisture, long-term use, and repetitive impacts often associated with assembly production, industrial manufacturing, and maintenance tasks.

Fixed Height

Number of Shelves: 1

Overall WxD	Overall Height Range	Overall Load Capacity	Top Gauge	Number of Drawers	Brand	Price
60 in x 30 in	30 in	1,200 lb	16 ga	0	JAMCO	\$1,753.58

Depth

☐ 24 in (6)

☐ 30 in (22)

☐ 36 in (14)

☐ 42 in (3)

☐ 48 in (1)


Top Material

☐ Steel (46)





Availability

Edge Type


Leg Style



Little Giant Mobile Fixed Height Welded Heavy Duty Workbenches

Compare	Image	Width	Depth	Nominal Height	Top Material	Weight Capacity	Model #	Price	
<input type="checkbox"/>		72 in	30 in	36 in	Steel	5000 lbs	WBB1588590	as low as \$1,175.00 Save \$100.00	Add
<input type="checkbox"/>		72 in	36 in	36 in	Steel	5000 lbs	WBB904584	as low as \$1,289.00 Save \$110.00	Add
<input checked="" type="checkbox"/>		72 in	36 in	36 in	Steel	3600 lbs	WBB3154571	\$929.00	Add
<input type="checkbox"/>		84 in	42 in	36 in	Steel	5000 lbs	WBB904585	as low as \$1,659.00 Save \$140.00	Add

BESTSELLER



Little Giant® Mobile Heavy Duty Workbench, 72"W x 36"D x 36"H, 3600 lb. Capacity

WBB3154571

★★★★★

Shop All Related Products

View Product Details

\$929.00

Ships in 10 Business Days

1

Add To Cart



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

T. CRUMLEY/HIPOLITO

Sponsor:

Commissioner Ingalsbe

---

### Agenda Item:

Authorize the acceptance of a grant award from the Department of Justice, FY24 State Criminal Alien Assistance Program in the amount of \$81,265.00. **INGALSBE/T.CRUMLEY/HIPOLITO**

### Summary:

Hays County has received an allocation of \$81,265.00 in funding for the State Criminal Alien Assistance Program (SCAAP) through the Department of Justice. These funds are used to offset jail operations expenses associated with the incarceration of undocumented criminal aliens. This reimbursement grant can be used to offset costs that occurred between July 1, 2022, and December 30, 2025. This is a yearly award, with the DOJ re-calculating the award amount each year.

Grant number 15PBJA-24-RR-05952-SCAA

Grant period 7/1/2022 - 12/31/2025

### Fiscal Impact:

Amount Requested: N/A

Line Item Number: 001-618-03.4301

### Budget Office:

Source of Funds: DOJ Grant Funds

Budget Amendment Required Y/N?: N

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, Intergovernmental revenues certified during the annual budget process.

Comments:

---

## Attachments

Award Package





## Department of Justice (DOJ)

### Office of Justice Programs

#### Bureau of Justice Assistance

Washington, D.C. 20531

<b>Name and Address of Recipient:</b>	HAYS COUNTY 712 STAGECOACH TRL STE 1071
<b>City, State and Zip:</b>	SAN MARCOS, TX 78666
<b>Recipient UEI:</b>	RH4DFY1GC2R3
<b>Project Title:</b> Hays County FY24 SCAAP	<b>Award Number:</b> 15PBJA-24-RR-05952-SCAA
<b>Solicitation Title:</b> BJA FY24 State Criminal Alien Assistance Program	
<b>Federal Award Amount:</b> \$81,265.00	<b>Federal Award Date:</b> 1/16/25
<b>Awarding Agency:</b>	Office of Justice Programs Bureau of Justice Assistance
<b>Funding Instrument Type:</b>	Reimbursement
<b>Opportunity Category:</b> O	
<b>Assistance Listing:</b> 16.606 - State Criminal Alien Assistance Program	
<b>Project Period Start Date:</b> 7/1/22	<b>Project Period End Date:</b> 12/31/25
<b>Budget Period Start Date:</b> 7/1/22	<b>Budget Period End Date:</b> 12/31/25
<b>Project Description:</b>	

**Award Letter**

January 16, 2025

Dear Ruben Becerra,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you that the Office of Justice Programs (OJP) has approved the application submitted by HAYS COUNTY for a Payment Award (non-grant) under the funding opportunity entitled 2024 BJA FY24 State Criminal Alien Assistance Program. The approved payment amount is \$81,265.

Review the award instrument below carefully and familiarize yourself with all requirements before accepting your payment award. The award instrument includes the payment award offer and award acceptance. In connection with this payment award, references to the term “award” should be understood as this payment award.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the award offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven’t already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations on your payment award.

Brent J. Cohen  
Acting Assistant Attorney General

**Award Information**

This award is offered subject to the conditions or limitations set forth in the award instrument.

**Recipient Information**

**Recipient Name**

HAYS COUNTY

**UEI**

RH4DFY1GC2R3

**Street 1**

712 STAGECOACH TRL

**Street 2**

STE 1071

**City**

SAN MARCOS

**State/U.S. Territory**

Texas

**Zip/Postal Code**

78666

**Country**

United States

**County/Parish**

no value

**Province**

no value

## Award Details

### Payment Award Date

1/16/25

### Award Type

Initial

### Award Number

15PBJA-24-RR-05952-SCAA

### Supplement Number

00

### Payment Award Amount

\$81,265.00

### Funding Instrument Type

Reimbursement

### Assistance Listing Number

### Assistance Listings Program Title

16.606

State Criminal Alien Assistance Program

### Statutory Authority

8 U.S.C. 1231(i) and 1365. Department of Justice Appropriations Act 2024 (Pub. L. No. 118-42, 138 Stat. 25, 147)

☐ I have read and understand the information presented in this section of the award instrument.

## Award Conditions

**This award is offered subject to the conditions or limitations set forth in the award instrument.**

### Condition 1

In accepting this award, the recipient declares and certifies, among other things, that it has current information in the System for Award Management, as indicated in 2 C.F.R. Part 25.

### Condition 2

In accepting this award, the recipient declares and certifies, among other things, that any payment made will be used only for "correctional purposes," as required by 8 U.S.C. § 1231(i)(6).

☐ I have read and understand the information presented in this section of the award instrument.

## SCAAP Certifications

### Applicant Government and Submitting Government Official

On behalf of myself and the applicant government, and in support of this SCAAP application, I certify to OJP, under penalty of perjury, that the information on the applicant government and the submitting government official entered above as part of this online SCAAP application is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review, and is provided in accordance with the requirements, definitions, and instructions set out in the SCAAP solicitation under which this application is submitted for funding. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this and all other certifications in this online application as material representations in any decision to make a SCAAP payment to the applicant government in response to this application.

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant "State" or "unit of local government" to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also understand and acknowledge that payments under OJP programs such as SCAAP, including certifications provided in connections with such payments, are subject to review by DOJ, including by OJP and the DOJ's Office of the Inspector General.

**Information on "Eligible Inmates"**

On behalf of myself and the applicant government, and in support of this SCAAP application, I certify to OJP, under penalty of perjury, that the information on "eligible inmates" entered or uploaded as part of this online SCAAP application (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the SCAAP solicitation under which this application is submitted for funding, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment to the applicant government in response to this application and that this certification is subject to review by DOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

**Information on "Correctional Officers" and "Facilities"**

On behalf of myself and the applicant government, and in support of this SCAAP application, I certify to OJP, under penalty of perjury, that the information on "correctional officers" and "correctional facilities" entered or uploaded as part of this online SCAAP application (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the SCAAP solicitation under which this application is submitted for funding, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment to the applicant government in response to this application, and that this certification is subject to review by DOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

[ ] *I have read and understand the information presented in this section of the award instrument.*

**SCAAP Use Of Funds**

In accepting this award, the recipient declares and certifies, among other things, that any payment made will be used only for "correctional purposes," as required by 8 U.S.C. § 1231(i)(6). Please select at least one of the options below to indicate that payment will be used for one of the following allowable "correctional purposes."

no Salaries for corrections officers  
value

no Overtime costs

value

no Corrections work force  
value recruitment and retention

no Construction of corrections  
value facilities

no Training/education for offenders  
value

no Training for corrections officers  
value related to offender population  
management

no Consultants involved with  
value offender population

no Medical and mental health  
value services

no Vehicle rental/purchase for  
value transport of offenders

no Prison industries  
value

no Pre-release/reentry programs  
value

no Technology involving offender  
value management/inter-agency  
information sharing

no Disaster preparedness  
value continuity of operations for  
corrections facility

[ ] *I have read and understand the information presented in this section of the award instrument.*

## Award Acceptance

### Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

**Agency Approval**

<b>Title of Approving Official</b>	<b>Name of Approving Official</b>	<b>Signed Date And Time</b>
Acting Assistant Attorney General	Brent J. Cohen	1/13/25 6:46 PM

**Authorized Representative**

[ ] no value

**Entity Acceptance**

**Title of Authorized Entity Official**  
no value

**Signed Date And Time**  
no value





## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Debbie Ingalsbe

Sponsor:

Commissioner Ingalsbe

---

### Agenda Item:

Authorize Commissioner Pct. 1 to purchase one Dell Optiplex 7020 desktop computer totaling \$1,129.00 and amend the budget accordingly. **INGALSBE**

### Summary:

Commissioner Pct. 1 is requesting one desktop computer for the Community Outreach Specialist's Precinct 1 office. The Community Outreach Specialist is currently using a laptop that is being shared between Precinct 1 and Precinct 2 as needed. The stationary desktop computer is being requested to remove the need for transporting equipment.

### Fiscal Impact:

Amount Requested: \$1,129.00

Line Item Number: 001-601-00.5712\_400

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Y

Comments:

(\$1,129)-Decrease Countywide Contingencies 001-645-00.5399

\$1,129-Increase Commissioner Pct 1 Computer Equipment Operating 001-601-00.5712\_400

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: DIR Contract: DIR-TSO-3763

### Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

---

### Attachments

Dell Quote





## Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Mar. 20, 2025**.

You can download a copy of this quote during checkout.

[Place your order](#)

<b>Quote Name:</b>	<b>Commissioner Pct. 1 Additional Desktop TX- DIR</b>	Sales Rep	Michael Goff
<b>Quote No.</b>	<b>3000186039822.1</b>	Phone	1(800) 456-3355, 6179816
<b>Total</b>	<b>\$1,129.00</b>	Email	Michael_Goff@Dell.com
Customer #	9657350	<b>Billing To</b>	ACCOUNTS PAYABLE
Quoted On	Feb. 18, 2025		HAYS COUNTY - AUDITORS
Expires by	Mar. 20, 2025		712 S STAGECOACH TRL STE 1071
	Texas Department of		SAN MARCOS, TX 78666-6247
Contract Name	Information Resources (TX DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	23048855		

### Message from your Sales Rep

Please contact your Dell sales representative Michael Goff at 512-513-1016 if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Michael Goff

### Shipping Group

Shipping To	Shipping Method
ERICA LEE HAYS COUNTY - AUDITORS 120 STAGECOACH TRL SAN MARCOS, TX 78666-5268 (512) 393-2844	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex Micro Form Factor (Plus 7020)	\$1,129.00	1	\$1,129.00

---

Subtotal:	\$1,129.00
Shipping:	\$0.00
Non-Taxable Amount:	\$1,129.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

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Total:	\$1,129.00
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Accelerate the power  
of AI for your data

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## Shipping Group Details

### Shipping To

ERICA LEE  
HAYS COUNTY - AUDITORS  
120 STAGECOACH TRL  
SAN MARCOS, TX 78666-5268  
(512) 393-2844

### Shipping Method

Standard Delivery

### OptiPlex Micro Form Factor (Plus 7020)

Estimated delivery if purchased today:

Feb. 21, 2025

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Micro Form Factor Plus 7020 BTX	210-BKXB	-	1	-
Intel Core i7 processor 14700 vPro (33 MB cache, 20 cores, 28 threads, up to 5.4 GHz Turbo, 65W)	338-CNCK	-	1	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	1	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	1	-
16GB DDR5 Memory, 1X16GB, Non-ECC, SoDIMM	370-BBPX	-	1	-
M.2 2230 512GB PCIe NVMe SSD Class 35	400-BQSB	-	1	-
1st M.2 2280 SSD Screw	773-BBBC	-	1	-
NO RAID	817-BBBN	-	1	-
OptiPlex Micro Plus with 65W CPU	329-BJWV	-	1	-
US Power Cord	450-AAZN	-	1	-
Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth	555-BH DU	-	1	-
Internal Antenna	555-BH DV	-	1	-
Wireless Driver Intel AX211	555-BKJP	-	1	-
No Additional Video Ports	492-BCKH	-	1	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	1	-
Mouse included with Keyboard	570-AADI	-	1	-
No Cover Selected	325-BCZQ	-	1	-
Dell Additional Software	634-CHFP	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Watch Dog SRV	379-BFMR	-	1	-
Quick Start Guide, OptiPlex Micro Plus	340-DMHF	-	1	-
Print on Demand Label	389-BDQH	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Shipping Material	340-CQYN	-	1	-
Shipping Label	389-BBUU	-	1	-
High:FSJ Reg label for 180W adaptor	389-FGDW	-	1	-
IRST Driver, MFF 7020	658-BFSV	-	1	-

Intel Core i7 Processor Label	340-CUEQ	-	1	-
Desktop BTS/BTP Shipment	800-BBIP	-	1	-
No Option Included	340-ACQQ	-	1	-
180 Watt A/C Adapter, TCO Compliant	450-BBBM	-	1	-
Configuration Matérielle Fixe	998-GRYB	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Internal Speaker, MFF 7020	520-BBFQ	-	1	-
No Out-of-Band Systems Management	631-BBQD	-	1	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	812-3926	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	812-3927	-	1	-
ProSupport Plus: Next Business Day Onsite 3 Years	812-3928	-	1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	812-3929	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367	-	1	-

<b>Subtotal:</b>	<b>\$1,129.00</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$1,129.00</b>

## Important Notes

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### Terms of Sale

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

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

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

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

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

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

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

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

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



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Jennifer Moczygemba

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Ingalsbe

---

### Agenda Item

Approve Utility Permits. **INGALSBE/HAMMER/MOCZYGEMBA**

### Summary

- **TRN-2024-8892-UTL** - WTCPUA to bore under Hidden Hills Drive for a water service tap to service commercial development. (Pct. 4)/
- **TRN-2025-9217-UTL** - Crystal Clear SUD to bore 100 feet across Old Bastrop Highway to tap into 6 inch water main to deliver water service to a customer located at 6800 South Old Bastrop Highway. There will be 5ft x 5ft bore pits dug up on each side of the 100ft easement in order to install 100 feet of 4 inch casing made up of High-density polyethylene (HDPE) encasing 100ft of 2 inch SCH80 polyvinyl chloride (PVC). (Pct .1) /
- **TRN-2025-9276-UTL** - Spectrum to install 4 Power Supply Cabinets for the installation of Fiber Optics at: Ledge Rock Rd & FM 2325 via a 13' Open Trench from Pole to Cabinet, Red Corral Rd S of FM 2325 via a 152' Open Trench & 40' Directional Bore from Pole to Cabinet, and Pump Station Rd opposite 1561 Pump Station Rd via a 116' Open Trench from Pole to Cabinet. The developers understand that we are not permitting utilities along Valley View Road, which is to be considered a prescriptive easement. (Pct. 3)

---

### Attachments

Site Plan  
Location Map  
Permit  
Site Plan  
Permit  
Site Plan  
Permit







# 10 Federal

2022 Aerial



Google Earth

Image © 2023 Maxar Technologies





# 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 12/16/2024 .

### Utility Company Information:

Name: WTCPUA

Address: 13215 Bee Cave Pkwy building b suite 110 Bee Cave TX

Phone: 5128200081

Contact Name: John Camarillo

### Engineer / Contractor Information:

Name:

Address:

Phone:

Contact Name:

### Hays County Information:

Utility Permit Number: TRN-2024-8892-UTL

Type of Utility Service: water

Project Description:

Road Name(s): Hidden Hills Drive, US Hwy 290

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 .

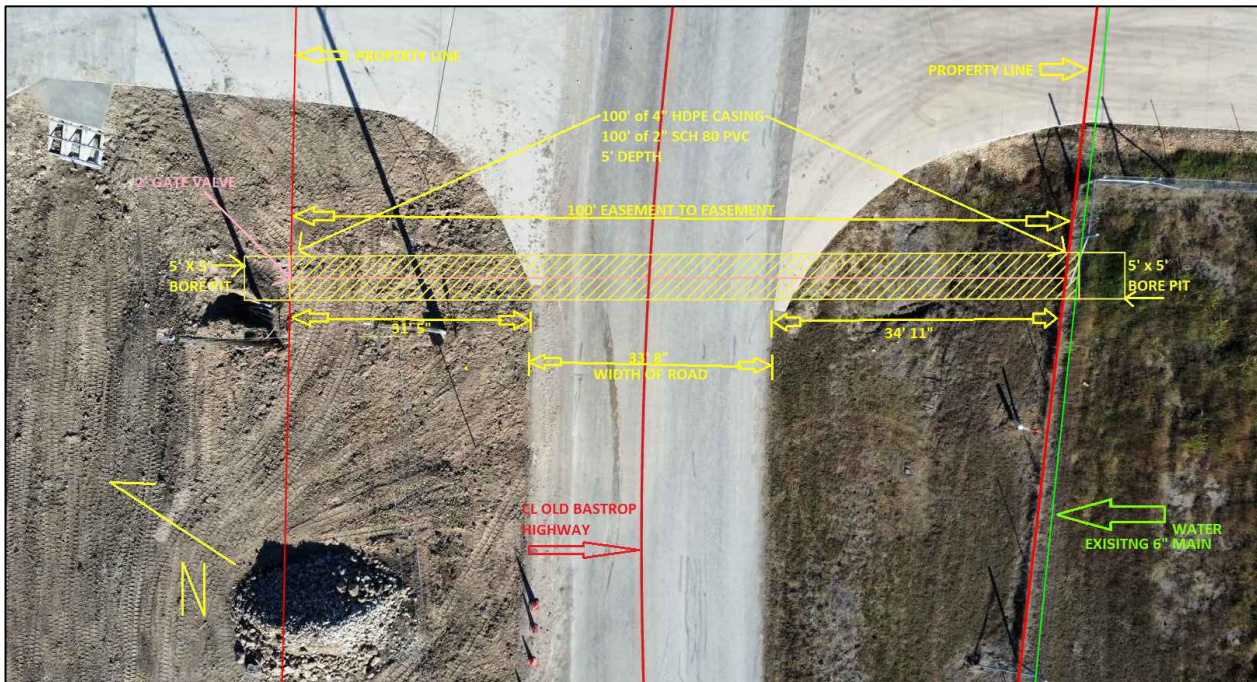
A handwritten signature in black ink, appearing to read "Mark Bell".

02/19/2025

Signature

Title

Date





# 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 12/23/2024 .

### Utility Company Information:

Name: Crystal Clear SUD  
Address: 2370 FM 1979 San Marcos TX  
Phone: 8305606250  
Contact Name:

### Engineer / Contractor Information:

Name: DLP Utility Services  
Address: 301 A and P Lockhart TX 78644  
Phone: 5126675906  
Contact Name: David Pittman

### Hays County Information:

Utility Permit Number: TRN-2025-9217-UTL  
Type of Utility Service: 100 feet of 4 inch High-density polyethylene (HDPE) encasing 100 feet of 2 inch SCH80 polyvinyl chloride (PVC)  
Project Description:  
Road Name(s): 6800 South Old Bastrop Highway  
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 .

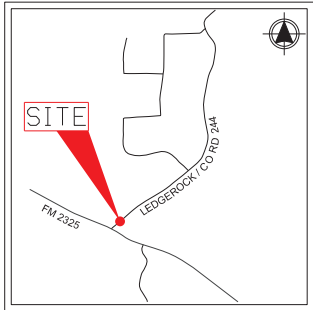
A handwritten signature in black ink, appearing to read "Mark Bell".

02/19/2025

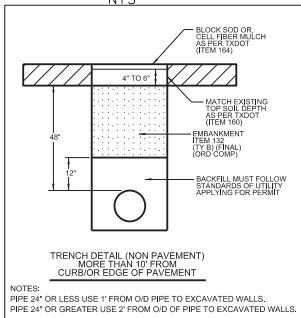
Signature

Title

Date



LOCATION MAP  
NTS



NO FACILITIES OF CO RD 244 WERE MARKED  
IN FIELD, LOCATES WERE NOT MARKED.



NOTE:

THE INFORMATION AND GRAPHICS DEPICTED ON THIS SHEET HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE EXCAVATOR'S RESPONSIBILITY TO VERIFY AND FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO EXCAVATION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE EXCAVATOR.



47815  
200 LEDGEROCK  
DESSELLE LYNN J Jr

CO RD 244 / LEDGEROCK

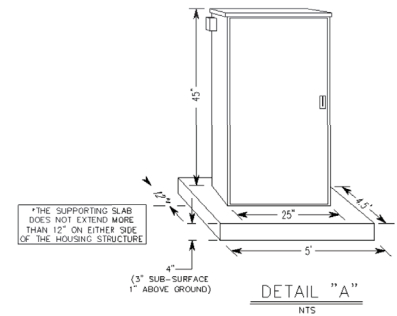
FM 2325

FM 2325

RECEIVING AREA  
OLT LOCATION  
LAT:30.035498  
LON:-98.179380

OPEN TRENCH 15 LF & INSTALL:  
(1) 4" HDPE CONDUIT-48" MIN DEPTH  
(1) FIBER OPTIC CABLE

STAGING AREA  
RISER POLE  
LAT: 30.035400  
LON:-98.179461

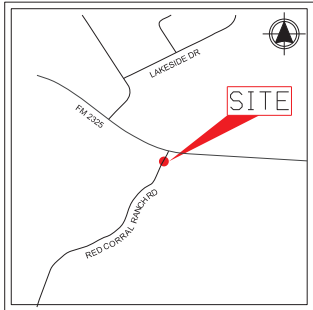


PROJECT	MFI EXCEPTION HILL COUNTRY RANCHES		
LOCATION	251 PLAINVIEW RD		
DRAWN	DATE	SCALE	APPLICATION
ENTRUST	10/03/2024	NTS	COUNTY UG
PRIN	CITY	PAGE	APPROVED BY:
4727790	WIMBERLEY	1 OF 1	RUSTY DICKSON

● NEW POLE	—W— WATER UTILITY	—SS— SANITARY SEWER UTIL.	⋈ DOWN GUY & ANCHOR
○ PROPOSED CATV POLE	—G— NATURAL GAS UTILITY	—SC— EX. SPECTRUM CONDUIT	Ⓡ RISER
Ⓢ STEEL POLE	—GR— GRANDE UTILITY	—UG— UNDERGROUND	— NEW BUILD
⊠ TRANSFORMER POLE	—T— TELEPHONE UTILITY	—ROW— RIGHT OF WAY LINE	— OVERLASH
⊞ POWER POLE	—E— ELECTRIC UTILITY	—EXIST— EXISTING CURB	— NEW UG TRENCH
		—EOP— EDGE OF PAVEMENT	— NEW UG BORE

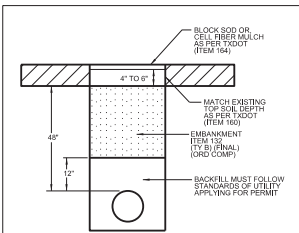
REVISIONS	
DATE	COMMENTS
	MDG

PREPARED BY:  
 ENTRUST  
SOLUTIONS GROUP



LOCATION MAP  
NTS

190464  
12451 FM 2325  
LYNCH WILLIAM D LIVING TRUST



TRENCH DETAIL (NON PAVEMENT)  
MORE THAN 10' FROM  
CURB/EDGE OF PAVEMENT

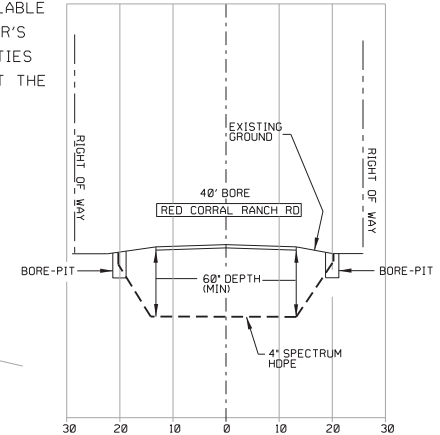
NOTES:  
PIPE 24\"/>

NO FACILITIES OF RED CORRAL RANCH RD WERE MARKED  
IN FIELD, LOCATES WERE NOT MARKED.



NOTE:

THE INFORMATION AND GRAPHICS DEPICTED ON THIS SHEET HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE EXCAVATOR'S RESPONSIBILITY TO VERIFY AND FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO EXCAVATION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE EXCAVATOR.



CROSS SECTION

OPEN TRENCH 152 LF & INSTALL:  
(1) 4" HDPE CONDUIT-48" MIN DEPTH  
(1) FIBER OPTIC CABLE

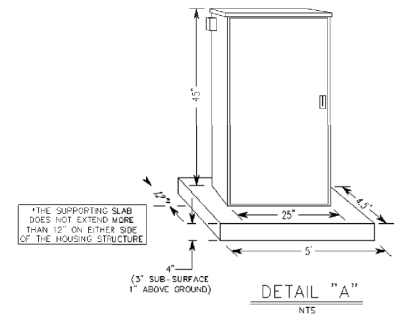
RECEIVING AREA  
LAT: 30.098881  
LON:-98.258716

STAGING AREA  
RISER POLE  
LAT: 30.099260  
LON:-98.258630

167089  
COLLEENS CORNER LLC  
FM 2325

STAGING AREA  
OLT LOCATION  
LAT: 30.098854  
LON:-98.258587

DIRECTIONAL BORE 40 LF & INSTALL:  
(1) 4" HDPE CONDUIT-60" MIN DEPTH  
(1) FIBER OPTIC CABLE



DETAIL "A"  
NTS



PROJECT	MFI EXCEPTION HILL COUNTRY RANCHES		
LOCATION	251 PLAINVIEW RD		
DRAWN	DATE	SCALE	APPLICATION
ENTRUST	10-07-2024	NTS	COUNTY UG
PRISM	CITY	PAGE	APPROVED BY:
4727790	WIMBERLEY	1 OF 1	RUSTY DICKSON

⊗	BORE PIT
○	PROPOSED CATV POLE
⊙	STEEL POLE
⊗	TRANSFORMER POLE
⊗	POWER POLE

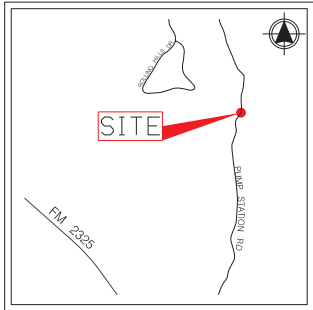
—W—	WATER UTILITY
—G—	NATURAL GAS UTILITY
—GR—	GRANDE UTILITY
—T—	TELEPHONE UTILITY
—E—	ELECTRIC UTILITY

—SS—	SANITARY SEWER UTIL.
—SC—	EX. SPECTRUM CONDUIT
—UG—	UNDERGROUND
—ROW—	RIGHT OF WAY LINE
—EOP—	EXISTING CURB
—EOP—	EDGE OF PAVEMENT

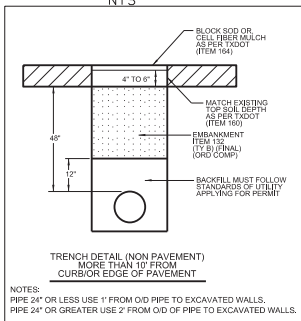
⋈	DOWN GUY & ANCHOR
Ⓡ	RISER
—	NEW BUILD OVERLASH
—	NEW UG TRENCH
---	NEW UG BORE

REVISIONS	
DATE	COMMENTS
	MDG

PREPARED BY:	ENTRUST SOLUTIONS GROUP
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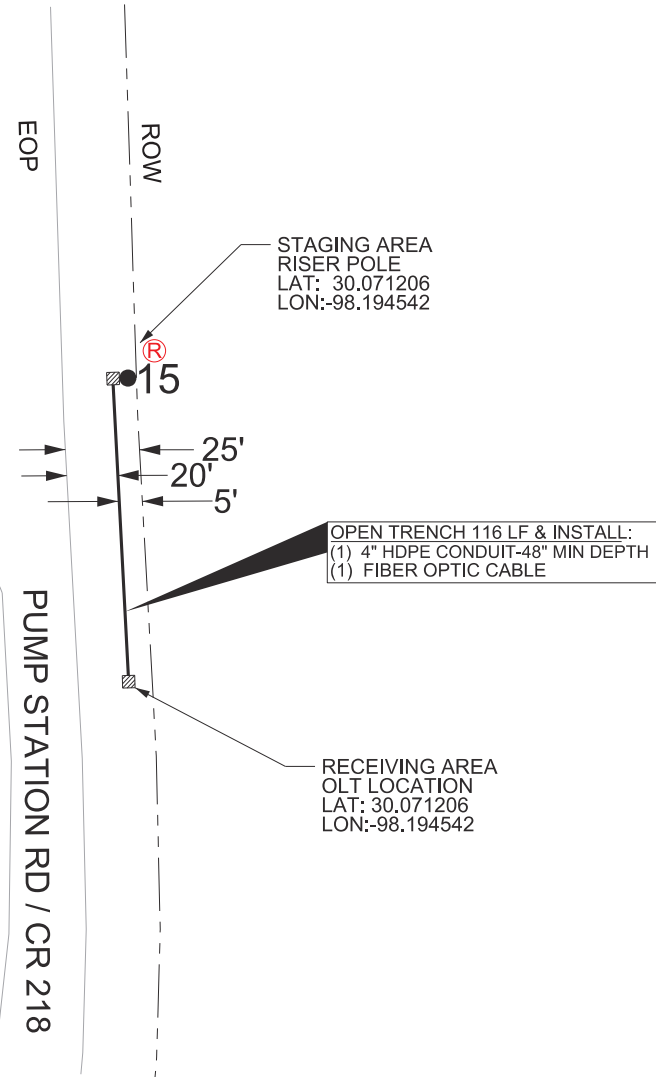
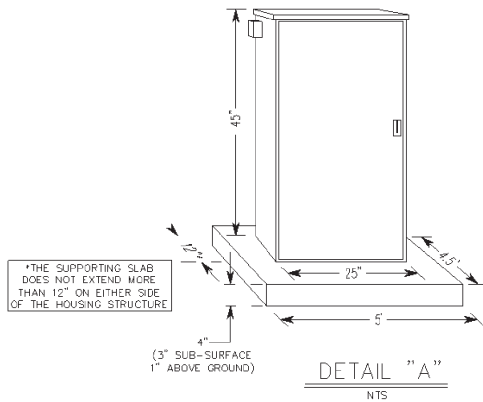
LOCATION MAP  
NTS



NO FACILITIES OF VALLEY VIEW RD WERE MARKED  
IN FIELD, LOCATES WERE NOT MARKED.



NOTE:  
THE INFORMATION AND GRAPHICS DEPICTED ON THIS SHEET HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE EXCAVATOR'S RESPONSIBILITY TO VERIFY AND FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO EXCAVATION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE EXCAVATOR.



PROJECT MFI EXCEPTION HILL COUNTRY RANCHES			
LOCATION 251 PLAINVIEW RD			
DRAWN ENTRUST	DATE 10-07-2024	SCALE NTS	APPLICATION COUNTY UG
PRISM 4727790	CITY WIMBERLEY	PAGE 1 OF 1	APPROVED BY: RUSTY DICKSON

● VERIZON POLE	—W— WATER UTILITY	—SS— SANITARY SEWER UTIL.
○ PROPOSED CATV POLE	—G— NATURAL GAS UTILITY	—SC— EX. SPECTRUM CONDUIT
⊗ STEEL POLE	—GR— GRANDE UTILITY	—UG— UNDERGROUND
⊗ TRANSFORMER POLE	—T— TELEPHONE UTILITY	—ROW— RIGHT OF WAY LINE
⊗ POWER POLE	—E— ELECTRIC UTILITY	—EOP— EXISTING CURB
		—EOP— EDGE OF PAVEMENT

⊗ DOWN GUY & ANCHOR	⊗ NEW BUILD
⊗ RISER	⊗ OVERLASH
⊗ NEW UG TRENCH	⊗ NEW UG BORE

REVISIONS	
DATE	COMMENTS
	MDG

PREPARED BY:	





# 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 11/12/2024 .

### Utility Company Information:

Name: Spectrum  
Address: 810 W Howard Ln Austin  
Phone: 5123939882  
Contact Name: Bryan Galpin

### Engineer / Contractor Information:

Name: Serna  
Address: 4656 County Road 406 Taylor TX 76574  
Phone: 5129148199  
Contact Name: Francisco Garcia

### Hays County Information:

Utility Permit Number: TRN-2025-9276-UTL  
Type of Utility Service: Fiber Optics  
Project Description:  
Road Name(s): Ledge Rock Rd & FM 2325, Valley View Rd & Park Rd, Red Corral Rd S of FM 2325, Pump Station Rd opposite 1561 Pump Station 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".

Engineering Technician

02/19/2025

Signature

Title

Date



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Sponsor: Commissioner Ingalsbe

---

### Agenda Item:

Accept donations totaling \$11,600.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE**

### Summary:

The Hays County Child Protective Board has received \$11,600 in grants and contributions utilizing the county federal tax identification number as authorized.

- >\$10,000 - San Marcos Lions Club
- >\$1,000 - Coastal Agricultural Supply, Inc.
- >\$600 - KT Fences and More donation

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

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

### Fiscal Impact:

Amount Requested: None

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

### Budget Office:

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$11,600) - Increase Contributions 001-895-98-354.4610

\$11,600 - Increase Project Contributions Expense 001-895-98-354.5600

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

### Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$11,600 in Contributions

Comments:

---

## Attachments

Donation Letter






## Hays County Child Protective Board

401 (C) Broadway  
San Marcos, Texas 78666

Memorandum  
February 17, 2025

To: Vickie Dorsett, Budget/Payroll Director  
Hays County Budget Office  
712 S. Stagecoach Trail, Ste. 1045  
San Marcos, TX 78666

From: Mary Cauble, Treasurer   
Hays County Child Protective Board  
401 (C) Broadway  
San Marcos, TX 78666

Subject: Acceptance of Grant Disbursement and Donations

As a result of a grant from the San Marcos Lions Club and donations from KT Fences and Coastal Agricultural Supply, Inc the Hays County Child Protective Board has received the following enclosed checks and submits them to the County for pass through.

- \$ 10,000 San Marcos Lions Club
- \$ 1,000 Coastal Agricultural Supply, Inc
- \$ 600 KT Fences and More

Please let me know if you have any questions.

Your assistance is always very much appreciated.



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Judge Elaine Brown

Sponsor:

Commissioner Cohen

---

### Agenda Item:

Authorize out of state travel for the County Court at Law Judge #3, AOT Program Administrator and Hill Country MHDD representative to attend the 2025 National AOT Symposium & Learning Collaborative on March 27-28, 2025 in Anapolis, Maryland. **COHEN/BROWN**

### Summary:

The County Court at Law Judge #3, acting program director for the newly developed Assisted Outpatient Treatment (AOT) program requests authorization to travel out of state to attend this national symposium. AOT is a critical tool for civil courts and mental health systems to work collaboratively to help individuals with serious mental illness caught in a cycle of repeat hospitalizations or incarcerations. This conference brings together leaders in this field to address untreated mental illness to collaborate and assist those that are engaged in treatment programs to ensure the mental health system is attentive to the clients' needs.

All conference expenses for the CCL Judge, AOT Program Administrator, and one Hill Country MHDD representative (grant sub-recipient) will be covered by the SAMSHA AOT grant program.

### Fiscal Impact:

Amount Requested: TBD (total costs dependent on air faire)

Line Item Number: 001-612-99-219.5551

### Budget Office:

Source of Funds: SAMSHA Grant Funds

Budget Amendment Required Y/N?: TBD

Comments: Granting agency has verbally approved the conference expenses and the County Grants Division is submitting the grant adjustment. Once final costs are determined, a county budget amendment will be needed.

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: Travel and Registration expenses must follow the Purchasing Policy

### Auditor's Office

G/L Account Validated Y/N?: Yes, Continuing Education Expense

New Revenue Y/N?: N/A

Comments:

---



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Sponsor:

Commissioner Cohen

---

### Agenda Item:

Authorize additional funding for the Commissioner Pct. 2 Office related to the 91st Annual South Texas County Judges & Commissioners Association Conference held in Corpus Christi, Texas on June 2nd through June 5th and amend the budget accordingly. **COHEN**

### Summary:

The Pct. 2 Community Outreach Specialist will attend the annual South Texas County Judge & Commissioners Conference with the Commissioner in Corpus Christi this summer and will require additional funding to procure hotel costs associated with the conference.

### Fiscal Impact:

Amount Requested: \$900

Line Item Number: 001-602-00.5551

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Funding required for additional attendee, recommended funding source county-wide contingencies.

\$900 - Increase Commissioner Pct 2 Continuing Education 001-602-00.5551

(\$900) - Decrease County Wide Contingencies 001-645-00.5399

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: Travel and Registration expenses must follow the Purchasing Policy

### 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: 02/25/2025

Requested By:

Kelly Higgins

Sponsor:

Judge Becerra

---

### Agenda Item:

Authorize payment to Lester's Shop for \$6,514.23 related to hail damage vehicle repairs for the Criminal District Attorney's Office in which no purchase order was issued as required per the Hays County Purchasing Policy. **BECERRA/HIGGINS**

### Summary:

The Criminal District Attorney's Office took a damaged vehicle to Lester's Shop for hail damage repair. Since the funds were insurance proceeds and were accepted in court, the department did not think they had to obtain a purchase order. The Purchasing Agent has met with the department and gone over the proper process that should be followed.

### Fiscal Impact:

Amount Requested: \$6,514.23

Line Item Number: 001-607-00.5413

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: N

Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: No

Comments: no purchase order obtained prior to repairs.

### Auditor's Office

G/L Account Validated Y/N?: Yes, Vehicle Maintenance and Repair Expense

New Revenue Y/N?: N/A

Comments:

---

### Attachments

Lester's Shop Quote

**Lester's Shop**  
2304 Old RR 12  
San Marcos, TX. 78666  
Phone: 512-396-4505 Fax: 000- -

**INVOICE**

**4165**

Org. Est. # 004630

**INVOICE**

Printed Date: 02/19/2025

**Hays County DA - Matthew Grantham**

2022 Ford - Escape SE - 1.5L, In-Line3 (91CI) VIN(6)

Lic # : SCL7960

Odometer In : 11686

Cellular 512-738-9257

VIN # : 1FMCU0G65 **NUB12588**

Part Description / Number	Qty	Sale	Ext	Labor Description	Ext
Parts	1.00	1,908.63	1,908.63	Body Labor	1,587.20
<i>Parts</i>				Body Labor	
Paint Materials	1.00	571.00	571.00	Refinish Labor	632.40
<i>Paint Materials</i>				Refinish Labor	
Job Supplies			60.00	Mechanical Labor	175.00
				Mechanical Labor	
				PDR	1,575.00
				PDR	
				Haz Mat.	5.00

Org. Estimate 6,514.23    Revisions 0.00    Current Estimate 6,514.23

<b>Labor:</b>	<b>2,394.60</b>
<b>Parts:</b>	<b>2,539.63</b>
<b>Sublet:</b>	<b>1,575.00</b>
<b>HazMat:</b>	<b>5.00</b>
<b>SubTotal:</b>	<b>6,514.23</b>
<b>Tax:</b>	<b>0.00</b>
<b>Total:</b>	<b>6,514.23</b>
<b>Bal Due:</b>	<b>\$6,514.23</b>

[ Payments - ]

Vehicle Received: 2/19/2025

Customer Number : 2705

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Email Address: **LESTERS.AUTO.BODY@GMAIL.COM**



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Jennifer Moczygemba

Sponsor:

Judge Becerra

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### Agenda Item:

Ratify the approval of the renewal of IFB 2023-B15 Regulatory Road Signs for one (1) additional year with Road Safe Traffic Systems, Lightle Enterprises of Ohio, LLC, Pathmark Traffic Equipments, LLC, and Vulcan Signs.

**BECERRA/MOCZYGEMBA**

### Summary:

On January 28, 2025, the Commissioners Court approved the renewal of IFB 2023-B15 Regulatory Road Signs with Road Safe Traffic Systems, Lightle Enterprises of Ohio, LLC, Pathmark Traffic Equipments, LLC, Vulcan Signs, and Your Signs World, LLC. Vulcan Signs sent their renewal back with a proposed 10% increase, and Your Signs World, LLC has declined to renew.

Attached is the updated bid tabulation with Vulcan Signs' proposed price increase and the removal of Your Signs World, LLC.

### Fiscal Impact:

Amount Requested: Per bid tab

Line Item Number: 020-710-00.5210

### Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: N

Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: IFB 2023-B15 Regulatory Road Signs

### Auditor's Office:

G/L Account Validated Y/N?: Yes, Signs and Barricades Expense

New Revenue Y/N?: N/A

Comments:

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## Attachments

Renewal 1 - Bid Tabulation

Renewal 1 - Updated Bid Tabulation

(PE) Vulcan Signs - Renewal 1

(PE) Road Safe Traffic Systems - Renewal 1

(PE) Pathmark Traffic Equipment - Renewal 1

Lightle Enterprises of Ohio - Renewal 1

Lowest Bidder

**IFB 2023-B15 Regulatory Signs  
Renewal 1 - Bid Tabulation**

ITEM	CODE	DESCRIPTION	SIZE	Road Safe Traffic Systems (Dobie Supply)	Lightle Enterprises of Ohio, LLC	Pathmark Traffic Equipment, LLC	Vulcan Inc., dba Vulcan Signs	Your Signs World, LLC.
* - ALL SIGNS .080 ALUMINUM								
REGULATORY SIGNS								
1	R1-1	STOP-STD	30X30	\$40.00	\$38.10	\$37.50	\$29.62	\$125.00
2		STOP SIGN	36X36	\$75.00	\$55.80	\$75.00	\$42.69	\$180.00
3	BR1-2	YIELD	30X30	\$24.00	\$21.60	\$24.00	\$19.00	\$125.00
4	MR1-2	YIELD-MIN	36X36	\$40.00	\$30.40	\$36.25	\$25.59	\$180.00
5	MR2-1	SPEED LIMIT (PLACE MPH HERE)	18X24	\$29.50	\$18.60	\$24.15	\$15.72	\$60.00
6	R2-1	SPEED LIMIT (PLACE MPH HERE)	24X30	\$48.50	\$31.00	\$40.30	\$26.20	\$100.00
7	R1-4	ALL-WAY (STOP)	18X6	\$12.50	\$4.70	\$7.90	\$6.83	\$30.00
R7 SERIES PARKING RESTRICTION								
8	R8-1T	NO PARKING ON BRIDGE-STD	24X30	\$48.50	\$31.00	\$40.30	\$26.20	\$100.00
9	R8-3a	NO PARKING (SYMBOL)-STD	24X24	\$44.00	\$25.00	\$32.25	\$20.96	\$80.00
10	R12-1T	WEIGHT LIMIT/GROSS LBS.	24X36	\$64.00	\$37.20	\$48.35	\$31.44	\$120.00
11	R19-7	NO FISHING FROM BRIDGE	12X24	\$19.75	\$12.40	\$16.15	\$11.73	\$40.00
12		NO PARKING ANY TIME/TOW-AWAY (SYMBOL)	12X24	\$19.75	\$12.40	\$16.15	\$11.73	\$40.00
13		NO DUMPING ALLOWED \$15-\$200 FINE	24X36	\$64.00	\$37.20	\$48.35	\$31.44	\$120.00
	R1-5BL	STOP HERE FOR PEDESTRIAN(EMBLEM)	36X36	\$88.00	\$56.00	\$72.50	\$47.16	\$180.00
	R4-1	DO NOT PASS	18X24	\$29.50	\$18.60	\$24.15	\$15.72	\$60.00
13	R1-6A	STOP HERE FOR PEDESTRIANS WITHIN CROSSWALK	36X12	\$32.50	\$18.60	\$24.15	\$25.78	\$60.00
WARNING SIGNS								
14	MW1-1R	90 DEG. RIGHT TURN-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
15	MW1-1L	90 DEG. LEFT TURN-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
16	MW1-2R	CURVE RIGHT	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
17	MW1-2L	CURVE LEFT	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
18	MW1-3L	REVERSE 90 DEG. L, R TURN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
19	MW1-3R	REVERSE 90 DEG. R, L TURN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
20	MW1-4L	REVERSE L, R CURVE	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
21	MW1-4R	REVERSE R, L CURVE	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
22	MW1-5L	WINDING ROAD (1ST CURVE LEFT)	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
23	MW1-5R	WINDING ROAD (1ST CURVE RIGHT)	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
24	MW1-6	RIGHT OR LEFT ARROW-MIN	36X18	\$46.50	\$27.50	\$36.25	\$23.58	\$90.00
25	W1-6	RIGHT OR LEFT ARROW-BIKE	48X24	\$88.00	\$49.60	\$64.50	\$41.92	\$160.00

26	MW1-7	DOUBLE ARROW-MIN	36X18	\$46.50	\$27.50	\$36.25	\$23.58	\$90.00
27	W1-7	DOUBLE ARROW	48X24	\$88.00	\$49.60	\$64.50	\$41.92	\$160.00
28	MW1-8	CHEVRON ALIGNMENT SIGN-MIN	12X18	\$16.50	\$9.30	\$12.50	\$11.69	\$30.00
29	SW1-8	CHEVRON ALIGNMENT SIGN-SPEC	24X18	\$29.50	\$18.60	\$24.15	\$15.72	\$60.00
30	MW2-1	CROSS ROAD SIGN-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
31	MW2-2	SIDE ROAD SIGN (90 DEG.)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
32	MW2-3	SIDE ROAD SIGN (45 DEG.)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
33	MW2-4	"T" INTERSECTION-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
34	MW2-5	"Y" INTERSECTION-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
35	MW3-1a	STOP AHEAD	30X30	\$64.00	\$40.40	\$59.90	\$35.74	\$125.00
36	MW3-1a	STOP AHEAD	36X36	\$88.00	\$58.50	\$89.00	\$45.48	\$180.00
37	MW3-2a	YIELD AHEAD	30X30	\$64.00	\$40.40	\$59.90	\$35.74	\$125.00
38	MW3-2a	YIELD AHEAD	36X36	\$88.00	\$58.50	\$89.00	\$45.48	\$180.00
39	MW4-2	LN. REDUCTIONS TRANS. SIGN-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
40	MW5-2	NARROW BRIDGE (WORDS)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
41	MW5-2a	NARROW BRIDGE (SYMBOL)	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
42	MW5-2a	NARROW BRIDGE (SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
43		NO OUTLET W/ARROW	36X8	\$24.00	\$12.40	\$25.00	\$13.24	\$40.00
44	MW5-3	ONE LANE BRIDGE (WORDS)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
45	MW7-1	HILL-DOWN GRADE (SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
46	MW7-1	HILL-UP GRADE (SYMBOL) MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
47	MW8-2	DIP SIGN-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
48	MW8-3a	PAVEMENT ENDS (SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
49	MW8-11	CATTLE GUARD	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
50	W8-14	WATER OVER ROAD (WORDS)-STD	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
51	MW10-1	RAILROAD XING (ADV. WARNING)-MIN	30"	\$68.00	\$38.75	\$49.90	\$30.63	\$125.00
52	MW11-3	DEER XING (SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
53	MW11-4	COW XING (SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
54		HORSE XING(SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
55	MW11-8	FIRESTATION (SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
56	W12-1	DOUBLE ARROW SIGN (2 ARROWS DOWN)	24X24	\$44.00	\$24.80	\$32.25	\$20.96	\$80.00
57	W12-5	LOAD ZONED BRIDGE (WORDS)	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
58	W13-1	ADVISORY SPEED MPH-STD	18X18	\$22.50	\$13.95	\$18.50	\$13.14	\$45.00
59	MW14-2	NO OUTLET SIGN-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
60	MW14-3	NO PASSING ZONE-PENNANT-MIN	30X40	\$87.50	\$31.50	\$199.00	\$38.43	\$166.00
61	MW14-4	LIMITED SIGHT DISTANCE (WORDS)-MIN	30X30	\$64.00	\$30.75	\$49.90	\$32.75	\$125.00
62	W41-4b	SLOW CHILDREN AT PLAY (SYMBOL)	18X24	\$29.50	\$18.60	\$24.15	\$15.72	\$60.00
63	OM-3L	TYPE 3 OBJECT MARKER LEFT	12X36	\$32.50	\$18.60	\$24.15	\$15.72	\$60.00
64	OM-3R	TYPE 3 OBJECT MARKER RIGHT	12X36	\$32.50	\$18.60	\$24.15	\$15.72	\$60.00



65	OM-2VP	HIGH INTENSITY OBJECT MARKER (REFLECTOR)	6X12	\$7.00	\$3.50	\$6.95	\$4.67	\$40.00
	W6-1	TWO WAY TRAFFIC W/MEDIAN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
	W6-2	TWO WAY TRAFFIC W/MEDIAN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
66		HIGH WATER	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
67		SLIPPERY WHEN WET	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
CONVENTIONAL GUIDE SIGNS								
68	D26	FLOOD GAUGE (WORDS)	18X12	\$16.50	\$9.30	\$12.50	\$11.69	\$30.00
69	D27	HAYS COUNTY MAINTENANCE BEGINS (WORDS)	24X15	\$31.50	\$15.50	\$27.50	\$13.04	\$50.00
70	D28	HAYS COUNTY MAINTENANCE ENDS (WORDS)	24X15	\$31.50	\$15.50	\$27.50	\$13.04	\$50.00
71	D29	FLOOD GAUGE (WITH 6" NUMBERS)	8X6	\$55.00	\$3.00	\$54.00	\$2.85	\$15.00
72		ROAD CLOSED THRU TO TRAFFIC	60X30	\$120.00	\$77.50	\$99.00	\$65.50	\$250.00
73		ROAD CLOSED	48X30	\$105.00	\$62.00	\$81.00	\$52.40	\$200.00
SCHOOL RELATED SIGNS								
74	S1-1	SCHOOL PED. XING (SYMBOL)-STD	36X36	\$125.00	\$65.70	\$89.90	\$57.68	\$180.00
75	S2-1	SCHOOL PED. XING (SYMBOL W/CROSSWALK)-STD	36X36	\$125.00	\$65.70	\$89.90	\$59.07	\$180.00
76	S3-1	SCHOOL BUS STOP AHEAD (WORDS)	30X30	\$95.00	\$38.75	\$62.50	\$32.59	\$125.00
CONSTRUCTION SIGNS								
77	MCW21-2	FRESH OIL (WORDS)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
78	MCW21-4	ROAD WORK AHEAD (WORDS)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
79	CW21-8	BE PREPARED TO STOP (WORDS)-STD	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
80	CW21-9	MOWERS AHEAD (WORDS)-STD	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
81	MCW8-7	LOOSE GRAVEL	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
82		SHOULDER DROP-OFF	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
83		END OF ROAD WORK	18X36	\$46.50	\$27.90	\$36.50	\$23.58	\$90.00
83.5		END OF ROAD WORK	24X48	\$88.00	\$49.60	\$64.50	\$41.92	\$160.00
84		DETOUR WITH LEFT OR RIGHT ARROW	24X30	\$48.50	\$31.00	\$40.30	\$26.20	\$100.00
* - SIGNS MUST COMFORM TO ASTM B449								
BLANK SIGNS FOR STREET NAMES WITH HOLES								
1		RED REFLECTIVE	24X6	\$9.50	\$6.40	\$12.00	\$9.37	\$40.00
2		RED REFLECTIVE	30X6	\$11.75	\$8.00	\$15.00	\$11.60	\$50.00
3		GREEN REFLECTIVE	24X6	\$9.50	\$6.40	\$12.00	\$9.37	\$40.00
4		GREEN REFLECTIVE	30X6	\$11.75	\$8.00	\$15.00	\$11.60	\$50.00
		GREEN REFLECTIVE	30X9	\$17.00	\$12.00	\$19.50	\$17.40	\$75.00
BLANK SIGNS								
5		WHITE WITH BLACK BORDER	18X24	\$29.50	\$18.60	\$24.15	\$25.20	\$60.00
6		WHITE WITH BLACK BORDER	12X18	\$13.00	\$9.30	\$12.50	\$10.68	\$30.00
7		WHITE WITH BLACK BORDER	24X24	\$30.00	\$24.80	\$32.25	\$33.60	\$80.00
8		WHITE WITH BLACK BORDER	30X30	\$44.00	\$38.75	\$49.90	\$52.50	\$125.00
9		YELLOW WITH BLACK BORDER	18X24	\$20.50	\$18.60	\$24.15	\$25.20	\$60.00

10		YELLOW WITH BLACK BORDER	12X18	\$13.00	\$9.30	\$12.50	\$10.68	\$30.00
11		YELLOW WITH BLACK BORDER	24X24	\$30.00	\$24.80	\$32.25	\$33.60	\$80.00
12		YELLOW WITH BLACK BORDER	30X30	\$44.00	\$38.75	\$49.90	\$52.50	\$125.00
POSTS & ANCHOR BASE								
13		GREEN U-CHANNEL DELINEATOR POST, 1.12 LBS/FT	6 FT.	\$13.00	\$9.30	\$10.45	\$11.04	\$32.00
14		SQ. TUBULAR SIGN POST, GALV. STEEL / 14 GAUGE		NO BID	NO BID	NO BID	NO BID	NO BID
		PERFORATED ON 4 SIDES (PLEASE GIVE PRICE/FT.)	10 FT.	\$3.20	\$4.24	\$3.90	\$3.35	\$125.00
15		SQ. TUBULAR ANCHOR POST, GALV. STEEL / 12 GAUGE		NO BID	NO BID	NO BID	NO BID	NO BID
		PERFORATED ON 4 SIDES (2"X2")	3 FT.	\$17.00	\$17.90	\$19.75	\$18.83	\$46.00
		13/4 SQ POST CAP 51/2 FLAT BLADEHOLDER		\$6.00	\$3.30	\$5.50	NO BID	NO BID
RIVETS, BOLTS & NUTS								
16		STEEL DRIVE RIVET	3/8"	\$0.95	\$1.10	\$0.99	\$0.69	\$32 UOM set 20
17		CORNER BOLT (5/16 DIAMETER)	2"	\$0.60	\$0.95	\$0.99	\$0.52	\$4 UOM Set of 2
18		FLANGE NUT (5/16 DIAMETER)		\$0.10	NO BID	\$0.49	\$0.10	\$3 UOM set of 2
BARRICADE ITEMS, FLAGS & ROLL-UP SIGNS								
19		BARRICADE SHEETING TAPE 6" STRIPES (50 YDS)	6"	\$240.00	\$153.00	\$275.00	\$105.50	\$271.00
20		BARRICADE SHEETING TAPE 6" STRIPES (50 YDS)	8"	\$290.00	\$209.00	\$349.00	\$135.00	\$328.00
21		RED REFLECTIVE TAPE	2"	\$180.00	\$35.00	\$179.00	\$49.00	NO BID
22		PARADE PLASTIC A-FRAME BARRICADE (2 EA. A-FRAME LEGS)	2"X8"	\$112.00	\$42.50	\$149.00	\$190.40	\$ 85- \$130
23		RUBBER BASE ROLL-UP SIGN STANDS (ZEPHYR OR APPROVED EQUAL)		\$118.00	\$129.50	\$109.00	\$131.23	\$85.00
24		SAFETY DRUM 4-4 HI BAND WITH TIRE RING BASE		\$46.50	\$59.50	\$42.00	\$66.95	\$49.00
25		REFLECTIVE STOP AND SLOW PADDLE WITH HANDLE	24"	\$65.00	\$73.00	\$109.00	\$39.85	\$ 33-\$45
26		ORANGE FLAGS	18"	\$3.75	\$4.32	\$4.25	\$5.75	\$3.50
27		ORANGE FLAGS	24"	\$3.85	\$6.60	\$4.50	\$6.75	\$3.50
28		RUBBER BASE ROLL-UP SIGN STANDS (ZEPHYR OR APPROVED EQUAL)		\$118.00	\$129.50	\$109.00	NO BID	\$85.00
29		VINYL ROLL-UP SIGNS W/HEAVY DUTY FRAME, 4 HARD CORNER POCKETS TO FIT ZEPHYR STAND OR APPROVED EQUAL, WITH TIE STRAP AND ANTI-KITING DEVICE (VINYL ROLL-UP SIGNS SHOULD BE TO TXDOT STANDARD DMS-8310)	36X36	\$90.00	\$206.00	\$75.00	\$78.89	\$160.00
30		ORANGE CONES W/REFLECTIVE TAPE	28'	\$24.00	\$23.60	\$21.50	\$28.94	\$38.00
31		ORANGE CONES	28"	\$18.00	\$19.40	\$16.50	\$23.20	\$36.00
		Shipping Cost			Orders < \$5000 = \$500 per order Orders > \$5000 = free shipping			

Lowest Bidder

**IFB 2023-B15 Regulatory Signs  
Renewal 1 - Bid Tabulation**

ITEM	CODE	DESCRIPTION	SIZE	Road Safe Traffic Systems (Dobie Supply)	Lightle Enterprises of Ohio, LLC (Shipping Cost Increase)	Pathmark Traffic Equipment, LLC	Vulcan Inc., dba Vulcan Signs (10% price increase)
* - ALL SIGNS .080 ALUMINUM							
REGULATORY SIGNS							
1	R1-1	STOP-STD	30X30	\$40.00	\$38.10	\$37.50	\$ 32.58
2		STOP SIGN	36X36	\$75.00	\$55.80	\$75.00	\$ 46.96
3	BR1-2	YIELD	30X30	\$24.00	\$21.60	\$24.00	\$ 20.90
4	MR1-2	YIELD-MIN	36X36	\$40.00	\$30.40	\$36.25	\$ 28.15
5	MR2-1	SPEED LIMIT (PLACE MPH HERE)	18X24	\$29.50	\$18.60	\$24.15	\$ 17.29
6	R2-1	SPEED LIMIT (PLACE MPH HERE)	24X30	\$48.50	\$31.00	\$40.30	\$ 28.82
7	R1-4	ALL-WAY (STOP)	18X6	\$12.50	\$4.70	\$7.90	\$ 7.51
R7 SERIES PARKING RESTRICTION							
8	R8-1T	NO PARKING ON BRIDGE-STD	24X30	\$48.50	\$31.00	\$40.30	\$ 28.82
9	R8-3a	NO PARKING (SYMBOL)-STD	24X24	\$44.00	\$25.00	\$32.25	\$ 23.06
10	R12-1T	WEIGHT LIMIT/GROSS LBS.	24X36	\$64.00	\$37.20	\$48.35	\$ 34.58
11	R19-7	NO FISHING FROM BRIDGE	12X24	\$19.75	\$12.40	\$16.15	\$ 12.90
12		NO PARKING ANY TIME/TOW-AWAY (SYMBOL)	12X24	\$19.75	\$12.40	\$16.15	\$ 12.90
13		NO DUMPING ALLOWED \$15-\$200 FINE	24X36	\$64.00	\$37.20	\$48.35	\$ 34.58
	R1-5BL	STOP HERE FOR PEDESTRIAN(EMBLEM)	36X36	\$88.00	\$56.00	\$72.50	\$ 51.88
	R4-1	DO NOT PASS	18X24	\$29.50	\$18.60	\$24.15	\$ 17.29
13	R1-6A	STOP HERE FOR PEDESTRIANS WITHIN CROSSWALK	36X12	\$32.50	\$18.60	\$24.15	\$ 28.36
WARNING SIGNS							
14	MW1-1R	90 DEG. RIGHT TURN-MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
15	MW1-1L	90 DEG. LEFT TURN-MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
16	MW1-2R	CURVE RIGHT	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
17	MW1-2L	CURVE LEFT	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
18	MW1-3L	REVERSE 90 DEG. L, R TURN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
19	MW1-3R	REVERSE 90 DEG. R, L TURN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
20	MW1-4L	REVERSE L, R CURVE	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
21	MW1-4R	REVERSE R, L CURVE	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
22	MW1-5L	WINDING ROAD (1ST CURVE LEFT)	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
23	MW1-5R	WINDING ROAD (1ST CURVE RIGHT)	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03

24	MW1-6	RIGHT OR LEFT ARROW-MIN	36X18	\$46.50	\$27.50	\$36.25	\$ 25.94
25	W1-6	RIGHT OR LEFT ARROW-BIKE	48X24	\$88.00	\$49.60	\$64.50	\$ 46.11
26	MW1-7	DOUBLE ARROW-MIN	36X18	\$46.50	\$27.50	\$36.25	\$ 25.94
27	W1-7	DOUBLE ARROW	48X24	\$88.00	\$49.60	\$64.50	\$ 46.11
28	MW1-8	CHEVRON ALIGNMENT SIGN-MIN	12X18	\$16.50	\$9.30	\$12.50	\$ 12.86
29	SW1-8	CHEVRON ALIGNMENT SIGN-SPEC	24X18	\$29.50	\$18.60	\$24.15	\$ 17.29
30	MW2-1	CROSS ROAD SIGN-MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
31	MW2-2	SIDE ROAD SIGN (90 DEG.)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
32	MW2-3	SIDE ROAD SIGN (45 DEG.)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
33	MW2-4	"T" INTERSECTION-MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
34	MW2-5	"Y" INTERSECTION-MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
35	MW3-1a	STOP AHEAD	30X30	\$64.00	\$40.40	\$59.90	\$ 39.31
36	MW3-1a	STOP AHEAD	36X36	\$88.00	\$58.50	\$89.00	\$ 50.03
37	MW3-2a	YIELD AHEAD	30X30	\$64.00	\$40.40	\$59.90	\$ 39.31
38	MW3-2a	YIELD AHEAD	36X36	\$88.00	\$58.50	\$89.00	\$ 50.03
39	MW4-2	LN. REDUCTIONS TRANS. SIGN-MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
40	MW5-2	NARROW BRIDGE (WORDS)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
41	MW5-2a	NARROW BRIDGE (SYMBOL)	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
42	MW5-2a	NARROW BRIDGE (SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
43		NO OUTLET W/ARROW	36X8	\$24.00	\$12.40	\$25.00	\$ 14.56
44	MW5-3	ONE LANE BRIDGE (WORDS)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
45	MW7-1	HILL-DOWN GRADE (SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
46	MW7-1	HILL-UP GRADE (SYMBOL) MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
47	MW8-2	DIP SIGN-MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
48	MW8-3a	PAVEMENT ENDS (SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
49	MW8-11	CATTLE GUARD	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
50	W8-14	WATER OVER ROAD (WORDS)-STD	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
51	MW10-1	RAILROAD XING (ADV. WARNING)-MIN	30"	\$68.00	\$38.75	\$49.90	\$ 33.69
52	MW11-3	DEER XING (SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
53	MW11-4	COW XING (SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
54		HORSE XING(SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
55	MW11-8	FIRESTATION (SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
56	W12-1	DOUBLE ARROW SIGN (2 ARROWS DOWN)	24X24	\$44.00	\$24.80	\$32.25	\$ 23.06
57	W12-5	LOAD ZONED BRIDGE (WORDS)	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
58	W13-1	ADVISORY SPEED MPH-STD	18X18	\$22.50	\$13.95	\$18.50	\$ 14.45
59	MW14-2	NO OUTLET SIGN-MIN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
60	MW14-3	NO PASSING ZONE-PENNANT-MIN	30X40	\$87.50	\$31.50	\$199.00	\$ 42.27
61	MW14-4	LIMITED SIGHT DISTANCE (WORDS)-MIN	30X30	\$64.00	\$30.75	\$49.90	\$ 36.03
62	W41-4b	SLOW CHILDREN AT PLAY (SYMBOL)	18X24	\$29.50	\$18.60	\$24.15	\$ 17.29

63	OM-3L	TYPE 3 OBJECT MARKER LEFT	12X36	\$32.50	\$18.60	\$24.15	\$ 17.29
64	OM-3R	TYPE 3 OBJECT MARKER RIGHT	12X36	\$32.50	\$18.60	\$24.15	\$ 17.29
65	OM-2VP	HIGH INTENSITY OBJECT MARKER (REFLECTOR)	6X12	\$7.00	\$3.50	\$6.95	\$ 5.14
	W6-1	TWO WAY TRAFFIC W/MEDIAN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
	W6-2	TWO WAY TRAFFIC W/MEDIAN	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
66		HIGH WATER	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
67		SLIPPERY WHEN WET	30X30	\$64.00	\$38.75	\$49.90	\$ 36.03
CONVENTIONAL GUIDE SIGNS							
68	D26	FLOOD GAUGE (WORDS)	18X12	\$16.50	\$9.30	\$12.50	\$ 12.86
69	D27	HAYS COUNTY MAINTENANCE BEGINS (WORDS)	24X15	\$31.50	\$15.50	\$27.50	\$ 14.34
70	D28	HAYS COUNTY MAINTENANCE ENDS (WORDS)	24X15	\$31.50	\$15.50	\$27.50	\$ 14.34
71	D29	FLOOD GAUGE (WITH 6" NUMBERS)	8X6	\$55.00	\$3.00	\$54.00	\$ 3.14
72		ROAD CLOSED THRU TO TRAFFIC	60X30	\$120.00	\$77.50	\$99.00	\$ 72.05
73		ROAD CLOSED	48X30	\$105.00	\$62.00	\$81.00	\$ 57.64
SCHOOL RELATED SIGNS							
74	S1-1	SCHOOL PED. XING (SYMBOL)-STD	36X36	\$125.00	\$65.70	\$89.90	\$ 63.45
75	S2-1	SCHOOL PED. XING (SYMBOL W/CROSSWALK)-STD	36X36	\$125.00	\$65.70	\$89.90	\$ 64.98
76	S3-1	SCHOOL BUS STOP AHEAD (WORDS)	30X30	\$95.00	\$38.75	\$62.50	\$ 35.85
CONSTRUCTION SIGNS							
77	MCW21-2	FRESH OIL (WORDS)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$36.03
78	MCW21-4	ROAD WORK AHEAD (WORDS)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$36.03
79	CW21-8	BE PREPARED TO STOP (WORDS)-STD	30X30	\$64.00	\$38.75	\$49.90	\$36.03
80	CW21-9	MOWERS AHEAD (WORDS)-STD	30X30	\$64.00	\$38.75	\$49.90	\$36.03
81	MCW8-7	LOOSE GRAVEL	30X30	\$64.00	\$38.75	\$49.90	\$36.03
82		SHOULDER DROP-OFF	30X30	\$64.00	\$38.75	\$49.90	\$36.03
83		END OF ROAD WORK	18X36	\$46.50	\$27.90	\$36.50	\$25.94
83.5		END OF ROAD WORK	24X48	\$88.00	\$49.60	\$64.50	\$46.11
84		DETOUR WITH LEFT OR RIGHT ARROW	24X30	\$48.50	\$31.00	\$40.30	\$28.82
* - SIGNS MUST COMFORM TO ASTM B449							
BLANK SIGNS FOR STREET NAMES WITH HOLES							
1		RED REFLECTIVE	24X6	\$9.50	\$6.40	\$12.00	\$ 10.31
2		RED REFLECTIVE	30X6	\$11.75	\$8.00	\$15.00	\$ 12.76
3		GREEN REFLECTIVE	24X6	\$9.50	\$6.40	\$12.00	\$ 10.31
4		GREEN REFLECTIVE	30X6	\$11.75	\$8.00	\$15.00	\$ 12.76
		GREEN REFLECTIVE	30X9	\$17.00	\$12.00	\$19.50	\$ 19.14
BLANK SIGNS							
5		WHITE WITH BLACK BORDER	18X24	\$29.50	\$18.60	\$24.15	\$ 27.72
6		WHITE WITH BLACK BORDER	12X18	\$13.00	\$9.30	\$12.50	\$ 11.75
7		WHITE WITH BLACK BORDER	24X24	\$30.00	\$24.80	\$32.25	\$ 36.96

8		WHITE WITH BLACK BORDER	30X30	\$44.00	\$38.75	\$49.90	\$	57.75
9		YELLOW WITH BLACK BORDER	18X24	\$20.50	\$18.60	\$24.15	\$	28.05
10		YELLOW WITH BLACK BORDER	12X18	\$13.00	\$9.30	\$12.50	\$	11.75
11		YELLOW WITH BLACK BORDER	24X24	\$30.00	\$24.80	\$32.25	\$	36.96
12		YELLOW WITH BLACK BORDER	30X30	\$44.00	\$38.75	\$49.90	\$	57.75
POSTS & ANCHOR BASE								
13		GREEN U-CHANNEL DELINEATOR POST, 1.12 LBS/FT	6 FT.	\$13.00	\$9.30	\$10.45		\$12.14
14		SQ. TUBULAR SIGN POST, GALV. STEEL / 14 GAUGE PERFORATED ON 4 SIDES (PLEASE GIVE PRICE/FT.)	10 FT.	\$3.20	\$4.24	\$3.90		\$3.69
15		SQ. TUBULAR ANCHOR POST, GALV. STEEL / 12 GAUGE PERFORATED ON 4 SIDES (2"X2")	3 FT.	\$17.00	\$17.90	\$19.75		\$20.71
		13/4 SQ POST CAP 51/2 FLAT BLADEHOLDER		\$6.00	\$3.30	\$5.50		NO BID
RIVETS, BOLTS & NUTS								
16		STEEL DRIVE RIVET	3/8"	\$0.95	\$1.10	\$0.99	\$	0.76
17		CORNER BOLT (5/16 DIAMETER)	2"	\$0.60	\$0.95	\$0.99	\$	0.57
18		FLANGE NUT (5/16 DIAMETER)		\$0.10	NO BID	\$0.49	\$	0.11
BARRICADE ITEMS, FLAGS & ROLL-UP SIGNS								
19		BARRICADE SHEETING TAPE 6" STRIPES (50 YDS)	6"	\$240.00	\$153.00	\$275.00	\$	116.05
20		BARRICADE SHEETING TAPE 6" STRIPES (50 YDS)	8"	\$290.00	\$209.00	\$349.00	\$	148.50
21		RED REFLECTIVE TAPE	2"	\$180.00	\$35.00	\$179.00	\$	53.90
22		PARADE PLASTIC A-FRAME BARRICADE (2 EA. A-FRAME LEGS)	2"X8"	\$112.00	\$42.50	\$149.00	\$	209.44
23		RUBBER BASE ROLL-UP SIGN STANDS (ZEPHYR OR APPROVED EQUAL)		\$118.00	\$129.50	\$109.00	\$	144.35
24		SAFETY DRUM 4-4 HI BAND WITH TIRE RING BASE		\$46.50	\$59.50	\$42.00	\$	73.65
25		REFLECTIVE STOP AND SLOW PADDLE WITH HANDLE	24"	\$65.00	\$73.00	\$109.00	\$	43.84
26		ORANGE FLAGS	18"	\$3.75	\$4.32	\$4.25	\$	6.33
27		ORANGE FLAGS	24"	\$3.85	\$6.60	\$4.50	\$	7.43
28		RUBBER BASE ROLL-UP SIGN STANDS (ZEPHYR OR APPROVED EQUAL)		\$118.00	\$129.50	\$109.00		NO BID
29		VINYL ROLL-UP SIGNS W/HEAVY DUTY FRAME, 4 HARD CORNER POCKETS TO FIT ZEPHYR STAND OR APPROVED EQUAL, WITH TIE STRAP AND ANTI-KITING DEVICE (VINYL ROLL-UP SIGNS SHOULD BE TO TXDOT STANDARD DMS-8310)	36X36	\$90.00	\$206.00	\$75.00	\$	86.78
30		ORANGE CONES W/REFLECTIVE TAPE	28"	\$24.00	\$23.60	\$21.50	\$	31.83
31		ORANGE CONES	28"	\$18.00	\$19.40	\$16.50	\$	25.52
		Shipping Cost			Orders < \$5000 = \$500 per order Orders > \$5000 = free shipping			





**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)

January 14, 2025

Vulcan Inc, dba Vulcan Signs  
PO Box 1850  
Foley, AL 36536-1850

RE: Annual contract renewal

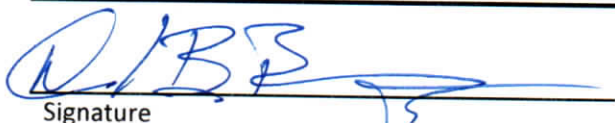
The annual contract for IFB 2023-B15, Regulatory Road Signs is scheduled to expire on January 15, 2025. This letter will serve as official notice that Hays County would like to exercise its first (1<sup>st</sup>) option to renew the existing contract for one (1) additional year effective January 16, 2025 – January 15, 2026, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract, with the proposed price increases. If you are in agreement with the renewal terms, please acknowledge by signing below, and return to the purchasing email. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email [purchasing@hayscountytexas.gov](mailto:purchasing@hayscountytexas.gov) if you wish to make modifications to the contract or have any questions.

Sincerely,

*Stephanie Hunt*

Stephanie Hunt  
Hays County Purchasing Agent

  
Signature

David B. Beviacqua Vice President / GM  
Printed Name

Vulcan Inc dba Vulcan Signs  
Company

1/16/2025  
Date

Approved by the Hays County  
Commissioners Court on: \_\_\_\_\_

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



**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)

January 14, 2025

RoadSafe Traffic Systems, Inc.  
8750 W. Bryn Mawr Ave., Ste. 400  
Chicago, IL 60631

RE: Annual contract renewal

The annual contract for IFB 2023-B15, Regulatory Road Signs is scheduled to expire on January 15, 2025. This letter will serve as official notice that Hays County would like to exercise its first (1<sup>st</sup>) option to renew the existing contract for one (1) additional year effective January 16, 2025 – January 15, 2026, 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 by signing below, and return to the purchasing email. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email [purchasing@hayscountytexas.gov](mailto:purchasing@hayscountytexas.gov) if you wish to make modifications to the contract or have any questions.

Sincerely,

*Stephanie Hunt*

Stephanie Hunt  
Hays County Purchasing Agent

Handwritten signature of Doug Phillips.

Signature

*Doug Phillips, Branch Manager*

Printed Name

Handwritten signature of RoadSafe Traffic Systems, Inc.

Company

*1/15/25*

Date

Approved by the Hays County  
Commissioners Court on: \_\_\_\_\_

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





**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)

January 14, 2025

Pathmark Traffic Equipment, LLC

PO Box 1066

San Marcos, TX 78667

RE: Annual contract renewal

The annual contract for IFB 2023-B15, Regulatory Road Signs is scheduled to expire on January 15, 2025. This letter will serve as official notice that Hays County would like to exercise its first (1<sup>st</sup>) option to renew the existing contract for one (1) additional year effective January 16, 2025 – January 15, 2026, 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 by signing below, and return to the purchasing email. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email [purchasing@hayscountytexas.gov](mailto:purchasing@hayscountytexas.gov) if you wish to make modifications to the contract or have any questions.

Sincerely,

*Stephanie Hunt*

Stephanie Hunt

Hays County Purchasing Agent

Signature

Pathmark Traffic Equipment  
Company

Rick Brushaber

Printed Name

Jan 14, 2025

Date

Approved by the Hays County  
Commissioners Court on: \_\_\_\_\_

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



## Hays County Commissioners Court

**Date:** 01/28/2025

**Requested By:**

Stephanie Hunt  
Judge Becerra

**Sponsor:**

### **Agenda Item:**

Approve renewal of IFB 2023-B15 Regulatory Road Signs with Lighttle Enterprises of Ohio, LLC, Pathmark Traffic Equipment, LLC, Road Safe Traffic Systems, Vulcan Inc, and Your Signs World, LLC. for one (1) additional year with the proposed price changes effective January 16, 2025. **BECERRA/HUNT**

### **Summary:**

IFB 2023-B15 Regulatory Road Signs is scheduled to expire on January 15, 2025, the Transportation Department would like to renew their current contracts with Lighttle Enterprises of Ohio, LLC, Pathmark Traffic Equipment, LLC, Road Safe Traffic Systems, Vulcan Inc, and Your Signs World, LLC. for one (1) additional year with the proposed price changes effective January 16, 2025. The Transportation Department utilizes these material throughout the County.

The Transportation Department has requested not to renew the contract with Rampant Media, LLC due to poor quality of materials and delays in order deliveries.

### **Fiscal Impact:**

Amount Requested: Per bid tab

Line Item Number: 020-710-00.5210

### **Budget Office:**

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

### **Purchasing Office:**

Purchasing Guidelines Followed Y/N?: Yes

Comments: IFB 2023-B15 Regulatory Road Signs

### **Auditor's Office**

GI/L Account Validated Y/N?: Yes, Signs and Barricades Expense

New Revenue Y/N?: N/A

Comments:

## **Attachments**

(PE) Pathmark Traffic Equipment

(PE) Road Safe Traffic Systems

(PE) Vulcan Signs

Renewal 1 - Bid Tabulation

Lighttle Enterprises of Ohio

Your Signs World



## 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)

January 14, 2025

Lightle Enterprises of Ohio, LLC  
PO Box 329  
Frankfort, OH 45628

RE: Annual contract renewal

The annual contract for IFB 2023-B15, Regulatory Road Signs is scheduled to expire on January 15, 2025. This letter will serve as official notice that Hays County would like to exercise its first (1<sup>st</sup>) option to renew the existing contract for one (1) additional year effective January 16, 2025 – January 15, 2026, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract, with the proposed price changes. If you are in agreement with the renewal terms, please acknowledge by signing below, and return to the purchasing email. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email [purchasing@hayscountytexas.gov](mailto:purchasing@hayscountytexas.gov) if you wish to make modifications to the contract or have any questions.

Sincerely,

*Stephanie Hunt*

Stephanie Hunt  
Hays County Purchasing Agent

Signature

Company

Printed Name

Date

Approved by the Hays County  
Commissioners Court on: 1-28-2025

A handwritten signature in blue ink, appearing to read "Ruben Becerra".

Ruben Becerra  
Hays County Judge

IFB 2023-B15 Regulatory Signs  
Renewal 1 - Bid Tabulation

ITEM	CODE	DESCRIPTION	SIZE	Road Safe Traffic Systems (Dobie Supply)	Lightle Enterprises of Ohio, LLC	Pathmark Traffic Equipment, LLC	Vulcan Inc., dba Vulcan Signs	Your Signs World, LLC.
* - ALL SIGNS .080 ALUMINUM								
REGULATORY SIGNS								
1	R1-1	STOP-STD	30X30	\$40.00	\$38.10	\$37.50	\$29.62	\$125.00
2		STOP SIGN	36X36	\$75.00	\$55.80	\$75.00	\$42.69	\$180.00
3	BR1-2	YIELD	30X30	\$24.00	\$21.60	\$24.00	\$19.00	\$125.00
4	MR1-2	YIELD-MIN	36X36	\$40.00	\$30.40	\$36.25	\$25.59	\$180.00
5	MR2-1	SPEED LIMIT (PLACE MPH HERE)	18X24	\$29.50	\$18.60	\$24.15	\$15.72	\$60.00
6	R2-1	SPEED LIMIT (PLACE MPH HERE)	24X30	\$48.50	\$31.00	\$40.30	\$26.20	\$100.00
7	R1-4	ALL-WAY (STOP)	18X6	\$12.50	\$4.70	\$7.90	\$6.83	\$30.00
R7 SERIES PARKING RESTRICTION								
8	R8-1T	NO PARKING ON BRIDGE-STD	24X30	\$48.50	\$31.00	\$40.30	\$26.20	\$100.00
9	R8-3a	NO PARKING (SYMBOL)-STD	24X24	\$44.00	\$25.00	\$32.25	\$20.96	\$80.00
10	R12-1T	WEIGHT LIMIT/GROSS LBS.	24X36	\$64.00	\$37.20	\$48.35	\$31.44	\$120.00
11	R19-7	NO FISHING FROM BRIDGE	12X24	\$19.75	\$12.40	\$16.15	\$11.73	\$40.00
12		NO PARKING ANY TIME/TOW-AWAY (SYMBOL)	12X24	\$19.75	\$12.40	\$16.15	\$11.73	\$40.00
13		NO DUMPING ALLOWED \$15-\$200 FINE	24X36	\$64.00	\$37.20	\$48.35	\$31.44	\$120.00
	R1-5BL	STOP HERE FOR PEDESTRIAN(EMBLEM)	36X36	\$88.00	\$56.00	\$72.50	\$47.16	\$180.00
	R4-1	DO NOT PASS	18X24	\$29.50	\$18.60	\$24.15	\$15.72	\$60.00
13	R1-6A	STOP HERE FOR PEDESTRIANS WITHIN CROSSWALK	36X12	\$32.50	\$18.60	\$24.15	\$25.78	\$60.00
WARNING SIGNS								
14	MW1-1R	90 DEG. RIGHT TURN-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
15	MW1-1L	90 DEG. LEFT TURN-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
16	MW1-2R	CURVE RIGHT	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
17	MW1-2L	CURVE LEFT	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
18	MW1-3L	REVERSE 90 DEG. L, R TURN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
19	MW1-3R	REVERSE 90 DEG. R, L TURN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
20	MW1-4L	REVERSE L, R CURVE	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
21	MW1-4R	REVERSE R, L CURVE	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
22	MW1-5L	WINDING ROAD (1ST CURVE LEFT)	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
23	MW1-5R	WINDING ROAD (1ST CURVE RIGHT)	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
24	MW1-6	RIGHT OR LEFT ARROW-MIN	36X18	\$46.50	\$27.50	\$36.25	\$23.58	\$90.00
25	W1-6	RIGHT OR LEFT ARROW-BIKE	48X24	\$88.00	\$49.60	\$64.50	\$41.92	\$160.00

26	MW1-7	DOUBLE ARROW-MIN	36X18	\$46.50	\$27.50	\$36.25	\$23.58	\$90.00
27	W1-7	DOUBLE ARROW	48X24	\$88.00	\$49.60	\$64.50	\$41.92	\$160.00
28	MW1-8	CHEVRON ALIGNMENT SIGN-MIN	12X18	\$16.50	\$9.30	\$12.50	\$11.69	\$30.00
29	SW1-8	CHEVRON ALIGNMENT SIGN-SPEC	24X18	\$29.50	\$18.60	\$24.15	\$15.72	\$60.00
30	MW2-1	CROSS ROAD SIGN-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
31	MW2-2	SIDE ROAD SIGN (90 DEG.)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
32	MW2-3	SIDE ROAD SIGN (45 DEG.)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
33	MW2-4	"T" INTERSECTION-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
34	MW2-5	"Y" INTERSECTION-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
35	MW3-1a	STOP AHEAD	30X30	\$64.00	\$40.40	\$59.90	\$35.74	\$125.00
36	MW3-1a	STOP AHEAD	36X36	\$88.00	\$58.50	\$89.00	\$45.48	\$180.00
37	MW3-2a	YIELD AHEAD	30X30	\$64.00	\$40.40	\$59.90	\$35.74	\$125.00
38	MW3-2a	YIELD AHEAD	36X36	\$88.00	\$58.50	\$89.00	\$45.48	\$180.00
39	MW4-2	LN. REDUCTIONS TRANS. SIGN-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
40	MW5-2	NARROW BRIDGE (WORDS)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
41	MW5-2a	NARROW BRIDGE (SYMBOL)	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
42	MW5-2a	NARROW BRIDGE (SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
43		NO OUTLET W/ARROW	36X8	\$24.00	\$12.40	\$25.00	\$13.24	\$40.00
44	MW5-3	ONE LANE BRIDGE (WORDS)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
45	MW7-1	HILL-DOWN GRADE (SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
46	MW7-1	HILL-UP GRADE (SYMBOL) MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
47	MW8-2	DIP SIGN-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
48	MW8-3a	PAVEMENT ENDS (SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
49	MW8-11	CATTLE GUARD	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
50	W8-14	WATER OVER ROAD (WORDS)-STD	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
51	MW10-1	RAILROAD XING (ADV. WARNING)-MIN	30"	\$68.00	\$38.75	\$49.90	\$30.63	\$125.00
52	MW11-3	DEER XING (SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
53	MW11-4	COW XING (SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
54		HORSE XING (SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
55	MW11-8	FIRESTATION (SYMBOL)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
56	W12-1	DOUBLE ARROW SIGN (2 ARROWS DOWN)	24X24	\$44.00	\$24.80	\$32.25	\$20.96	\$80.00
57	W12-5	LOAD ZONED BRIDGE (WORDS)	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
58	W13-1	ADVISORY SPEED MPH-STD	18X18	\$22.50	\$13.95	\$18.50	\$13.14	\$45.00
59	MW14-2	NO OUTLET SIGN-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
60	MW14-3	NO PASSING ZONE-PENNANT-MIN	30X40	\$87.50	\$31.50	\$199.00	\$38.43	\$166.00
61	MW14-4	LIMITED SIGHT DISTANCE (WORDS)-MIN	30X30	\$64.00	\$30.75	\$49.90	\$32.75	\$125.00
62	W41-4b	SLOW CHILDREN AT PLAY (SYMBOL)	18X24	\$29.50	\$18.60	\$24.15	\$15.72	\$60.00
63	OM-3L	TYPE 3 OBJECT MARKER LEFT	12X36	\$32.50	\$18.60	\$24.15	\$15.72	\$60.00
64	OM-3R	TYPE 3 OBJECT MARKER RIGHT	12X36	\$32.50	\$18.60	\$24.15	\$15.72	\$60.00

65	OM-2VP	HIGH INTENSITY OBJECT MARKER (REFLECTOR)	6X12	\$7.00	\$3.50	\$6.95	\$4.67	\$40.00
	W6-1	TWO WAY TRAFFIC W/MEDIAN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
	W6-2	TWO WAY TRAFFIC W/MEDIAN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
66		HIGH WATER	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
67		SLIPPERY WHEN WET	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
CONVENTIONAL GUIDE SIGNS								
68	D26	FLOOD GAUGE (WORDS)	18X12	\$16.50	\$9.30	\$12.50	\$11.69	\$30.00
69	D27	HAYS COUNTY MAINTENANCE BEGINS (WORDS)	24X15	\$31.50	\$15.50	\$27.50	\$13.04	\$50.00
70	D28	HAYS COUNTY MAINTENANCE ENDS (WORDS)	24X15	\$31.50	\$15.50	\$27.50	\$13.04	\$50.00
71	D29	FLOOD GAUGE (WITH 6" NUMBERS)	8X6	\$55.00	\$3.00	\$54.00	\$2.85	\$15.00
72		ROAD CLOSED THRU TO TRAFFIC	60X30	\$120.00	\$77.50	\$99.00	\$65.50	\$250.00
73		ROAD CLOSED	48X30	\$105.00	\$62.00	\$81.00	\$52.40	\$200.00
SCHOOL RELATED SIGNS								
74	S1-1	SCHOOL PED. XING (SYMBOL)-STD	36X36	\$125.00	\$65.70	\$89.90	\$57.68	\$180.00
75	S2-1	SCHOOL PED. XING (SYMBOL W/CROSSWALK)-STD	36X36	\$125.00	\$65.70	\$89.90	\$59.07	\$180.00
76	S3-1	SCHOOL BUS STOP AHEAD (WORDS)	30X30	\$95.00	\$38.75	\$62.50	\$32.59	\$125.00
CONSTRUCTION SIGNS								
77	MCW21-2	FRESH OIL (WORDS)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
78	MCW21-4	ROAD WORK AHEAD (WORDS)-MIN	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
79	CW21-8	BE PREPARED TO STOP (WORDS)-STD	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
80	CW21-9	MOWERS AHEAD (WORDS)-STD	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
81	MCW8-7	LOOSE GRAVEL	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
82		SHOULDER DROP-OFF	30X30	\$64.00	\$38.75	\$49.90	\$32.75	\$125.00
83		END OF ROAD WORK	18X36	\$46.50	\$27.90	\$36.50	\$23.58	\$90.00
83.5		END OF ROAD WORK	24X48	\$88.00	\$49.60	\$64.50	\$41.92	\$160.00
84		DETOUR WITH LEFT OR RIGHT ARROW	24X30	\$48.50	\$31.00	\$40.30	\$26.20	\$100.00
* - SIGNS MUST COMFORM TO ASTM B449								
BLANK SIGNS FOR STREET NAMES WITH HOLES								
1		RED REFLECTIVE	24X6	\$9.50	\$6.40	\$12.00	\$9.37	\$40.00
2		RED REFLECTIVE	30X6	\$11.75	\$8.00	\$15.00	\$11.60	\$50.00
3		GREEN REFLECTIVE	24X6	\$9.50	\$6.40	\$12.00	\$9.37	\$40.00
4		GREEN REFLECTIVE	30X6	\$11.75	\$8.00	\$15.00	\$11.60	\$50.00
		GREEN REFLECTIVE	30X9	\$17.00	\$12.00	\$19.50	\$17.40	\$75.00
BLANK SIGNS								
5		WHITE WITH BLACK BORDER	18X24	\$29.50	\$18.60	\$24.15	\$25.20	\$60.00
6		WHITE WITH BLACK BORDER	12X18	\$13.00	\$9.30	\$12.50	\$10.68	\$30.00
7		WHITE WITH BLACK BORDER	24X24	\$30.00	\$24.80	\$32.25	\$33.60	\$80.00
8		WHITE WITH BLACK BORDER	30X30	\$44.00	\$38.75	\$49.90	\$52.50	\$125.00
9		YELLOW WITH BLACK BORDER	18X24	\$20.50	\$18.60	\$24.15	\$25.20	\$60.00

10		YELLOW WITH BLACK BORDER	12X18	\$13.00	\$9.30	\$12.50	\$10.68	\$30.00
11		YELLOW WITH BLACK BORDER	24X24	\$30.00	\$24.80	\$32.25	\$33.60	\$80.00
12		YELLOW WITH BLACK BORDER	30X30	\$44.00	\$38.75	\$49.90	\$52.50	\$125.00
		POSTS & ANCHOR BASE						
13		GREEN U-CHANNEL DELINEATOR POST, 1.12 LBS/FT	6 FT.	\$13.00	\$9.30	\$10.45	\$11.04	\$32.00
14		SQ. TUBULAR SIGN POST, GALV. STEEL / 14 GAUGE		NO BID	NO BID	NO BID	NO BID	NO BID
		PERFORATED ON 4 SIDES (PLEASE GIVE PRICE/FT.)	10 FT.	\$3.20	\$4.24	\$3.90	\$3.35	\$125.00
15		SQ. TUBULAR ANCHOR POST, GALV. STEEL / 12 GAUGE		NO BID	NO BID	NO BID	NO BID	NO BID
		PERFORATED ON 4 SIDES (2"X2")	3 FT.	\$17.00	\$17.90	\$19.75	\$18.83	\$46.00
		13/4 SQ. POST CAP 51/2 FLAT BLADEHOLDER		\$6.00	\$3.30	\$5.50	NO BID	NO BID
		RIVETS, BOLTS & NUTS						
16		STEEL DRIVE RIVET	3/8"	\$0.95	\$1.10	\$0.99	\$0.69	\$32 UOM set 20
17		CORNER BOLT (5/16 DIAMETER)	2"	\$0.60	\$0.95	\$0.99	\$0.52	\$4 UOM Set of 2
18		FLANGE NUT (5/16 DIAMETER)		\$0.10	NO BID	\$0.49	\$0.10	\$3 UOM set of 2
		BARRICADE ITEMS, FLAGS & ROLL-UP SIGNS						
19		BARRICADE SHEETING TAPE 6" STRIPES (50 YDS)	6"	\$240.00	\$153.00	\$275.00	\$105.50	\$271.00
20		BARRICADE SHEETING TAPE 6" STRIPES (50 YDS)	8"	\$290.00	\$209.00	\$349.00	\$135.00	\$328.00
21		RED REFLECTIVE TAPE	2"	\$180.00	\$35.00	\$179.00	\$49.00	NO BID
22		PARADE PLASTIC A-FRAME BARRICADE (2 EA. A-FRAME LEGS)	2"X8"	\$112.00	\$42.50	\$149.00	\$190.40	\$ 85- \$130
23		RUBBER BASE ROLL-UP SIGN STANDS (ZEPHYR OR APPROVED EQUAL)		\$118.00	\$129.50	\$109.00	\$131.23	\$85.00
24		SAFETY DRUM 4-4 HI BAND WITH TIRE RING BASE		\$46.50	\$59.50	\$42.00	\$66.95	\$49.00
25		REFLECTIVE STOP AND SLOW PADDLE WITH HANDLE	24"	\$65.00	\$73.00	\$109.00	\$39.85	\$ 33-\$45
26		ORANGE FLAGS	18"	\$3.75	\$4.32	\$4.25	\$5.75	\$3.50
27		ORANGE FLAGS	24"	\$3.85	\$6.60	\$4.50	\$6.75	\$3.50
28		RUBBER BASE ROLL-UP SIGN STANDS (ZEPHYR OR APPROVED EQUAL)		\$118.00	\$129.50	\$109.00	NO BID	\$85.00
29		VINYL ROLL-UP SIGNS W/HEAVY DUTY FRAME, 4 HARD CORNER POCKETS TO FIT ZEPHYR STAND OR APPROVED EQUAL, WITH TIE STRAP AND ANTI-KITING DEVICE (VINYL ROLL-UP SIGNS SHOULD BE TO TXDOT STANDARD DMS-8310)	36X36	\$90.00	\$206.00	\$75.00	\$78.89	\$160.00
30		ORANGE CONES W/REFLECTIVE TAPE	28"	\$24.00	\$23.60	\$21.50	\$28.94	\$38.00
31		ORANGE CONES	28"	\$18.00	\$19.40	\$16.50	\$23.20	\$36.00
		Shipping Cost			Orders < \$5000 = \$500 per order Orders > \$5000 = free shipping			



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

T. Crumley

Sponsor:

Judge Becerra

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### Agenda Item:

Approve the renewal of RFP 2024-P06 HVAC - Preventative Maintenance and Repair Services, Countywide with SI Mechanical, LLC for one (1) additional year, effective February 6, 2025. **BECERRA/T.CRUMLEY**

### Summary:

RFP 2024-P06 HVAC - Preventative Maintenance and Repair Services, Countywide expired on February 5, 2025, and Countywide Operations and SI Mechanical, LLC would both like to renew the contract for one additional year, effective February 6, 2025.

### Fiscal Impact:

Amount Requested: Per bid tab (no price change)  
Line Item Number: Multiple Funds and Departments

### Budget Office:

Source of Funds: Various  
Budget Amendment Required Y/N?: N  
Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes  
Comments: RFP 2024-P06 HVAC - Preventative Maintenance and Repair Services, Countywide

### Auditor's Office

G/L Account Validated Y/N?: Building Maintenance and Repair Expense  
New Revenue Y/N?: N/A  
Comments:

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## Attachments

(PE) Renewal 1





## 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)

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February 14, 2025

SI Mechanical, LLC

PO Box 1589

Buda, TX 78610

RE: Annual contract renewal

The annual contract for RFP 2024-P06 HVAC – Preventative Maintenance & Repair Services, Countywide, expired on February 5, 2025. This letter will serve as official notice that Hays County would like to exercise its first (1<sup>st</sup>) option to renew the existing contract for one (1) additional year effective February 6, 2025 – February 5, 2026, 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 by signing below, and return to the purchasing email. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email [purchasing@hayscountytexas.gov](mailto:purchasing@hayscountytexas.gov) if you wish to make modifications to the contract or have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Stephanie Hunt".

Stephanie Hunt, Hays County Purchasing Agent

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A handwritten signature in black ink that reads "Riley Sullivan".

Signature

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S I Mechanical, LLC

Company

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Riley Sullivan

Printed Name

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02/17/2025

Date

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Approved by the Hays County  
Commissioners Court on: \_\_\_\_\_

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Ruben Becerra  
Hays County Judge



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Anthony Hipolito

Sponsor:

Commissioner Ingalsbe

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### Agenda Item:

Approve the contract extension of RFP 2020-P03 Inmate Commissary Services with Keefe Group Network for a period not to exceed thirty-one (31) days. **INGALSBE/HIPOLITO**

### Summary:

The five (5) year contract for Inmate Commissary Services is scheduled to expire on February 28, 2025. The Sheriff's Office has requested to extend the contract for a period of thirty-one (31) days to allow a new contract to be awarded and executed.

### Fiscal Impact:

Amount Requested: N/A

Line Item Number: N/A

### Budget Office:

Source of Funds: Jail Commissary Fund

Budget Amendment Required Y/N?: N/A

Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: RFP 2020-P03 Inmate Commissary Services

### Auditor's Office

G/L Account Validated Y/N?: Jail Commissary Fund Activity is recorded in the County's General Ledger Fund 056.

New Revenue Y/N?: Commission on Monthly Sales

Comments:

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## Attachments

Contract Extension



## HAYS COUNTY PURCHASING OFFICE

**Stephanie Hunt, Purchasing Agent**

712 S. Stagecoach Trail, Ste. 1012 • San Marcos, Texas 78666

512-393-2267 • [purchasing@hayscountytx.gov](mailto:purchasing@hayscountytx.gov)

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February 19, 2025

Keefe Commissary Network  
3101 Marquis Drive, Ste. 200  
Garland, TX 75042

RE: Contract Extension 1

The five (5) year contract for RFP 2020-P03 Inmate Commissary Services expires on February 28, 2025, and a new contract is currently being awarded and negotiated under RFP 2025-P06. Hays County would like to temporarily extend the contract RFP 2020-P03, for a period not to exceed thirty-one (31) days while a new contract is awarded, negotiated, and executed. This extension will expire upon execution of a new contract or on March 31, 2025, whichever comes first.

If you agree with the terms of this contract extension, please acknowledge below and email a signed copy to [purchasing@hayscountytx.org](mailto:purchasing@hayscountytx.org). Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Sincerely,

A handwritten signature in blue ink that reads "Stephanie Hunt".

Stephanie Hunt  
Hays County Purchasing Agent

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Signature

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Company

---

Printed Name

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Date

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Approved by the Hays County  
Commissioners Court on: \_\_\_\_\_

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Ruben Becerra  
Hays County Judge



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Anthony Hipolito

Sponsor:

Commissioner Cohen

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### Agenda Item

Authorize the execution of a Termination Notice to Vera Institute of Justice, Inc. related to Jail Dashboard Software Services for the Hays County Sheriff's Office. **COHEN/HIPOLITO**

### Summary

Vera Institute of Justice, Inc. and the Hays County Sheriff's Office are requesting the termination of the Memorandum of Understanding executed on June 30, 2020. The grant funding has expired, and Vera Institute of Justice, Inc. no longer has the ability to provide the services. The Hays County Sheriff's Office, in collaboration with the Hays County IT Department, has been able to create a new Jail Dashboard to continue providing the information to the public.

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### Attachments

Vera Termination Letter



KELLY HIGGINS  
Criminal District Attorney  
Downtown Office  
Hays County Historical Courthouse  
111 E. San Antonio St., Suite 202  
San Marcos, Texas 78666  
(512) 393-2219  
(512) 392-6500 FAX

February 25, 2025

Vera Institute of Justice, Inc.  
Attn: Chris Henrichson—Research Director  
233 Broadway—12<sup>th</sup> Floor  
New York, NY 10279  
chenrichson@vera.org

Re: Termination of Memorandum of Understanding

Dear Mr. Henrichson,

Please accept this letter from me, on behalf of the Hays County Commissioners Court (the “County”), as the County’s notice to terminate the Memorandum of Understanding (MOU) with your company, executed on or about June 23, 2020, in relation to the jail population data and statistics analysis project (“Jail Population Project”). This notice is given in accordance with the terms of the MOU and is given at least thirty (30) days prior to our intended termination date of March 31, 2025. As such, please consider this MOU terminated as of March 31, 2025.

Thank you for the service your team has provided to Hays County throughout previous years.

Sincerely,

Jordan Powell  
Civil First Assistant  
Hays County Criminal District Attorney’s Office

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Approved by the Hays  
County Commissioners  
Court on:

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Ruben Becerra  
Hays County Judge

**EXHIBIT A**  
**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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

**AGENDA ITEM**

Discussion and possible action to authorize the County Judge to execute a Memorandum of Understanding between Hays County and Vera Institute of Justice, Inc., related to processing and analysis of jail population data in Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 23, 2020	N/A

**LINE ITEM NUMBER**

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AUDITOR USE ONLY

**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

**SUMMARY**

See the attached MOU for details.

## **MEMORANDUM OF UNDERSTANDING BETWEEN VERA INSTITUTE OF JUSTICE, INC. AND HAYS COUNTY**

This memorandum (“MOU”) documents the understanding between Vera Institute of Justice, Inc. (“Vera”) and Hays County, a political subdivision of the State of Texas (“Agency”) with respect to a data collection and analysis project (the “Jail Population Project”) that will improve the state of jail population data available for public information, jail population analysis, and social science research.

The purpose of the MOU is with regard to the Agency providing Vera jail population data for the Jail Population Project.

### **I. Project Overview**

While Hays County already employs staff dedicated to tracking jail population statistics, there is an ongoing need to track jail population statistics and to provide the information that policymakers and the public need to understand and respond to what is driving the growth, or decline, of the jail population. The Jail Population Project is designed to address this need through the development of a repository of automatically updated jail population data.

In consideration of the mutual understanding and goals of the parties to this MOU, the parties agree to the following:

### **II. Vera will be responsible for:**

Ingesting, standardizing, and analyzing the data provided by the Agency. Specifically, Vera will:

- a.** Provide the Agency with a method for transferring data to Vera servers;
- b.** perform any data transformations necessary to standardize the data for inclusion in Vera’s database;
- c.** analyze the data to compute jail metrics of mutual interest to Vera and the Agency, as agreed by the parties; and
- d.** provide the results of jail data analyses to the Agency, content and format to be agreed by the parties in advance in writing.

### **III. The Agency will be responsible for:**

Data and Access to personnel. Specifically, the Agency will:

- a.** Provide the data listed below to Vera in a format agreed by the parties (See “Data Collection”); and
- b.** make available, within reason, the staff responsible for the Jail Management System (JMS) to respond to inquiries, and provide requested information.

### **III. Data Collection**

Vera is requesting the following data:

- a.** Admission data for all people booked in to the jail, and all people under county supervision (probation and parole) to be provided to Vera each day by automatic means in accordance with Section II.a, above. Agency acknowledges that daily data uploads are critical to ensure the quality of Vera’s data analyses hereunder

and the success of the Jail Population Project, and Agency agrees to provide such uploads.

- b. Vera requests the following data for the above groups:

<b>Individuals/Demographics</b>	A stable individual identifier Race/Ethnicity Birth Year Sex County of residence
<b>Bookings</b>	Booking ID # Arrest date Arrest location Arrest warrant type Admission date Eligible release date Actual release date Release reason (bail paid, charges dismissed, sentenced to DOC, etc.) Custody status (In custody, released, escaped, etc.) Holds (DOC, federal marshals, ICE, another county, etc.) Facility Arresting agency Arresting officer Reason for stop (if available) Reason for arrest (if available) Whether immigration status was discussed and why (if available)
<b>Charges</b>	Charge ID # Offense date Charge status (Pending, Pretrial, Acquitted, Dropped, Convicted, Sentenced, Completed Sentence, etc.) Charge Name Charge Statute Charge degree (first, second, etc.) Charge class (Felony, Misdemeanor, Parole Violation, Probation Violation, Civil) Charge level (A, B, C, etc. or 1, 2, 3)
<b>Bond</b>	Bond ID # Bond amount Bond type (Secured, Unsecured, Cash, No Bond, Bond Denied) Bond status (Active, Posted)



- |  |  |
|--|--|
|  |  |
|--|--|
- a. *Data fields preliminary.* The list of fields requested in the abovementioned data requests is subject to the availability of data from the Agency. Additions, deletions, or substitutions to the above list may be made upon the mutual written agreement of Vera and the Agency. An exchange of emails concerning the data between Points of Contact specified in this MOU is sufficient for this purpose.
  - b. *Transfer.* The Agency will transfer the referenced data to Vera by uploading a file containing the data to a shared cloud storage service.

#### **IV. Confidentiality; Ownership**

1. Each party will implement reasonable procedures to protect data and any other confidential information it receives hereunder from unauthorized access, alteration, use, or dissemination. Vera will only publicly disseminate data provided hereunder in aggregated form.
2. Each party will continue to own all materials and information owned by such party prior to or apart from this MOU. Agency will own the data it provides hereunder, and hereby grants to Vera a license to use the data in connection with the Jail Population Project. Vera will own all materials Vera generates in connection with the Jail Population Project, and hereby grants to Agency a license to use the jail data analyses provided pursuant to Section II.d, above for Agency's own use consistent with the goals of the Jail Population Project as stated above. Agency will provide attribution to Vera in a form approved by Vera (such approval not to be unreasonably withheld) in connection with any use of such analyses. Subject to the abovementioned confidentiality requirements, Vera has the right to publish materials related to the Jail Population Project, and to use the aggregated data collected hereunder in such materials.

#### **V. Miscellaneous**

1. *Insurance; Indemnity.* Vera carries insurance in amounts and types which are reasonable and adequate in light of its responsibilities undertaken hereunder. To the extent permitted by law, Each party agrees to indemnify and defend the other and hold it harmless from any and all claims arising directly from such party's negligence or intentional misconduct in its performance hereunder.
2. *No assignment of rights.* Neither party may assign its rights under this MOU without the express written permission of the other party. Any assignment that does not adhere to this provision will be deemed null and void.
3. *Amendment only by mutual agreement.* This MOU may be amended only by mutual, written agreement of the respective parties. Either party may terminate the MOU with thirty (30) days written notice to the other party.
4. *Term.* This MOU shall be in effect upon execution by the respective parties until terminated by either party on thirty (30) days' written notice to the other.

5. *Independent Contractor.* Vera is an independent contractor. Nothing stated within this MOU shall create, or be deemed to create, any relationship of employer and employee, master and servant, or joint venture between Vera and Agency.
6. *Entire Agreement.* The MOU and the attachments to it contain the entire understanding between the parties.
7. *Authorized Signatory.* The person signing this MOU represents that (s)he has the authority to do so on Agency's behalf.
8. *Costs.* Vera assumes the costs associated with this MOU within the bounds of its available funding. If Vera determines that such funding is no longer available, it may terminate this MOU upon 10 days' written notice to Agency.
9. *Points of Contact.* To facilitate successful administration of this study, each party will designate a principal representative who will act as the contact person for each party in day-to-day conduct of this study.

For Vera:

Name: Chris Henrichson  
Title: Research Director  
Telephone: (212) 376-3161  
Email: chenrichson@vera.org  
Address: Vera Institute of Justice, Inc.  
233 Broadway – 12<sup>th</sup> Floor  
New York, NY 10279

For Agency:

Name: Samantha Jones  
Title: Criminal Justice Analyst  
Telephone: (512) 878-6721  
Email: samantha.jones@co.hays.tx.us  
Address: 712 S. Stagecoach Trail, Suite 1045  
San Marcos, TX 78666

THE FOREGOING IS UNDERSTOOD, ACCEPTED, AND AGREED TO BY VERA AND PARTNER AGENCY.

**AGENCY:**

\_\_\_\_\_

Date: \_\_\_\_\_

**VERA INSTITUTE OF JUSTICE, INC.:**

\_\_\_\_\_

Date: \_\_\_\_\_



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Anthony Hipolito

Sponsor:

Commissioner Cohen

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### Agenda Item

Approve the rejection of all proposals related to RFP 2025-P04 Jail Dashboard Software. **COHEN/HIPOLITO**

### Summary

Purchasing received thirteen (13) proposals for RFP 2025-P04 Jail Dashboard Software. After reviewing the proposed pricing, it is the recommendation of the committee to reject all proposals due to budgetary constraints. The Hays County IT Department and Sheriff's Office have been able to replicate the Jail Dashboard in house.

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## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Sponsor:

Judge Becerra

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### Agenda Item

Approve the Texas Caldo Cook-Off event on the courthouse grounds sponsored by Hill Country Cook-Off Association to be held on March 1st, 2025, that shall include commercial vendors in accordance with the Hays County Property Use Policy. **BECERRA**

### Summary

Hays County Property Use Policy section E.12 states that "Commercial soliciting, vending, and displaying or distributing commercial advertising on Property is prohibited, except when in conjunction with an event approved by the Commissioners Court."

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## Hays County Commissioners Court

Date: 02/25/2025

**Requested By:**

Marcus Pacheco, Director, Development Services

**Sponsor:**

Commissioner Ingalsbe

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### Agenda Item

PLN-2673-PC; Hold a Public Hearing; regarding Hallett Entjer Subdivision, Replat of Lots 1 & 2. **INGALSBE/PACHECO**

### Summary

Hallett Entjer Subdivision, Replat of Lots 1 & 2, is a proposed resubdivision creating six (6) lots across 12.575 acres. The subject property is located along Kinkajou Trl, a private roadway, in Kyle and in Precinct 1. Water utility will be accomplished through Goforth SUD. Wastewater treatment will be accomplished by individual on-site sewage facilities.

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### Attachments

Cover Letter

Plat

Location Map



## **Hays County Commissioners Court Agenda Request**

**Meeting Date:** February 25th, 2025

**Requested By:** Victoria Bolaños, County Planner

**Prepared By:** Victoria Bolaños, County Planner

**Department Director:** Marcus Pacheco

**Sponsoring Court Member:** Commissioner Debbie Gonzales - Ingalsbe,  
Precinct 1

### **AGENDA ITEM LANGUAGE:**

PLN-2673-PC; Hold a Public Hearing regarding the Replat of Hallett Entjer Subdivision, Replat of Lots 1 & 2

### **BACKGROUND/SUMMARY OF REQUEST:**

- A.** Hallett Entjer Subdivision, Replat of Lots 1 & 2 is a proposed re-subdivision consisting of 6 lots across 12.75 acres.
- B.** The Subject property is found along Kinkajou Trl., a privately maintained road and is located within Precinct 1.
- C.** Water utility is to be accomplished through Goforth SUD. Wastewater treatment will be accomplished through Individual On-site sewage facilities.

### **STAFF COMMENTS:**

Staff has initiated review for Hallett Entjer Subdivision, Replat of Lots 1 & 2. Next steps consist of **Holding the Public Hearing** and completing review pursuant to Texas Local Gov't Code Chapter 232 and the Hays County Development Regulations as set forth, on the proposed Replat.

### **ATTACHMENTS/EXHIBITS:**

Proposed Replat

Location Map

# HALLETT ENTJER SUBDIVISION REPLAT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S51°27'33"E	30.00'
L2	N38°32'27"E	15.14'
L3	S50°21'08"E	23.36'
L4	N39°53'06"E	34.85'
L5	S48°08'19"E	74.96'
L6	N30°42'37"E	15.14'
L7	N68°20'04"W	79.21'
L8	N 38°32'27"E	67.56'

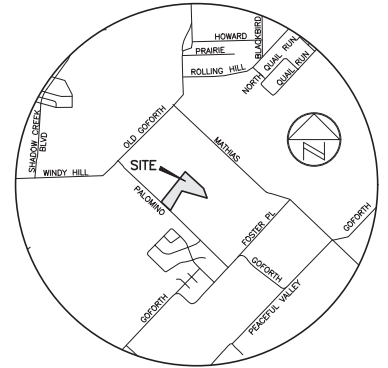
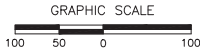
THIS IS A GRID DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE (4204), U.S. SURVEY FEET

CHAPARRAL CONTROL POINT "P409"  
4" ALUMINUM DISK SET IN CONCRETE

TEXAS SOUTH CENTRAL ZONE STATE PLANE COORDINATES:  
N 13923456.54  
E 2346107.43

ELEVATION = 660.59'  
VERTICAL DATUM: NAVD 88 (GEOID 09)



LOCATION MAP  
NOT TO SCALE

MARTINA DIEGO, YASMIN DIEGO, NORMA DIEGO, EDWIN DIEGO, & ELIAS DIEGO  
(12.565 ACRES)  
(22008188)

HAYS COUNTY MONUMENT H081  
GRID COORDINATES  
N: 13923823.91  
E: 2347440.76  
ELEV: 609.58'

GRID COORDINATES  
N: 13923823.91  
E: 2347440.76

NASTASSIA LADDEN  
(25.44 ACRES)  
(13007330)

JAYNE GARZA ET AL  
(20 ACRES)  
(17006836)

GRID COORDINATES  
N: 13923169.33  
E: 2346455.98

GRID COORDINATES  
N: 13923427.30  
E: 2346181.05

HAYS COUNTY MONUMENT H118  
GRID COORDINATES  
N: 13914897.23  
E: 2339659.35  
ELEV: 630.85'

DONDI AND LINDSAY BRIONES  
11.00 ACRES  
(11001164)

LEGEND	
●	1/2" REBAR FOUND
● <sup>CAP</sup>	5/8" REBAR WITH McMILLAN CAP FOUND
● <sup>CH</sup>	1/2" REBAR WITH CHAPARRAL CAP FOUND
○	1/2" REBAR WITH CHAPARRAL CAP SET
⊙	1/2" IRON PIPE FOUND
⊕	CONTROL POINT LOCATION
U.E.	UTILITY EASEMENT
( )	RECORD INFORMATION

TOTAL NUMBER OF LOTS: 6  
AVERAGE SIZE OF LOTS: 2.096 ACRES  
TOTAL NUMBER OF LOTS 10 ACRES OR LARGER: 0  
TOTAL NUMBER OF LOTS LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES: 0  
TOTAL NUMBER OF LOTS 2.00 ACRES OR LARGER UP TO 5.00 ACRES: 4  
TOTAL NUMBER OF LOTS LARGER THAN 1.00 ACRE AND SMALLER THAN 2.0 ACRES: 2  
TOTAL NUMBER OF LOTS SMALLER THAN 1.00 ACRES: 0

**Chaparral**  
Professional Land Surveying, Inc.  
Surveying and Mapping  
5725 West Hwy 290, Suite 103  
Austin, Texas 78735-7822  
512-443-1724  
T.B.P.E.L.S. Firm No. 10124500

PROJECT NO.:  
783-001  
DRAWING NO.:  
783-001-PL2  
PLOT DATE:  
01-06-25  
PLOT SCALE:  
1"=100'  
DRAWN BY:  
EJD/SCN  
SHEET  
01 OF 02



# HALLETT ENTJER SUBDIVISION

## REPLAT

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT, ENTJER INVESTMENTS, LLC, OWNER OF LOT 1, HALLETT ENTJER SUBDIVISION, A SUBDIVISION IN HAYS COUNTY, TEXAS, AS RECORDED IN VOLUME 16, PAGE 65, PLAT RECORDS, HAYS COUNTY, TEXAS, AS CONVEYED IN DOCUMENT NO. 11008210, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS AND GABRIEL J. HALLETT AND SANDY HALLETT, OWNERS OF LOT 2, HALLETT ENTJER SUBDIVISION, A SUBDIVISION IN HAYS COUNTY, TEXAS, AS RECORDED IN VOLUME 16, PAGE 65, PLAT RECORDS, HAYS COUNTY, TEXAS, AS CONVEYED IN DOCUMENT NO. 11008211, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID LOTS IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS

"HALLETT ENTJER SUBDIVISION REPLAT"

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

BY: \_\_\_\_\_  
ENTJER INVESTMENTS, LLC  
DIRECTOR: ARNOLD D. ENTJER  
130 KINKAJOU TRAIL  
KYLE, TX 78640-6459

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ARNOLD D. ENTJER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AD.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

WITNESS MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

BY: \_\_\_\_\_  
GABRIEL J. HALLETT  
220 KINKAJOU TRAIL  
KYLE, TX 78640

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GABRIEL J. HALLETT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AD.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

WITNESS MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

BY: \_\_\_\_\_  
SANDY HALLETT  
130 KINKAJOU TRAIL  
KYLE, TX 78640-6459

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SANDY HALLETT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND SHE ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AD.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

SURVEYOR'S CERTIFICATION

I, PAUL J. FLUGEL, THE UNDERSIGNED PROFESSIONAL SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE NOTES, INFORMATION AND PROVISIONS CONTAINED ON THIS PLAT COMPLY WITH THE DEVELOPMENT ORDINANCES ADOPTED BY THE COUNTY OF HAYS, AND WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

DATED: JANUARY 6, 2025

PAUL J. FLUGEL, R.P.L.S. 5096  
SURVEYING BY:  
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.  
T.B.P.E.L.S. FIRM NO. 10124500  
5725 WEST HWY. 290, SUITE 103  
AUSTIN, TEXAS 78735  
(512) 443-1724



SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATE, TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY, RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO, DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

DATE

ERIC VAN GAASBEEK  
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE

THIS SUBDIVISION IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF GOFORTH WATER SUPPLY CORPORATION (GOFORTH S.U.D.), AS REGULATED BY THE TEXAS COMMISSION ON THE ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE DISTRICTS PUBLIC WATER SYSTEM.

GOFORTH SPECIAL UTILITY DISTRICT

MARIO TOBIAS, GENERAL MANAGER

DATE

1. THIS FINAL PLAT IS LOCATED ENTIRELY WITHIN THE BOUNDARY OF THE GOFORTH SPECIAL UTILITY DISTRICT.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE BARTON SPRINGS SEGMENT OF THE EDWARDS AQUIFER.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
5. A PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD OF A WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL 48209C0293F, DATED SEPTEMBER 2, 2005 FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
6. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
7. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
8. DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE LOT OWNERS.
9. ELECTRICITY IS PROVIDED BY PEDERNALES ELECTRIC COMPANY.
  - A. PEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING A PUBLIC RIGHT OF WAY AND A TEN FOOT (10') WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE AND REAR LOT LINES.
  - B. PRIVATE PROPERTY WITHIN PUBLIC AND PRIVATE ROADWAY EASEMENTS, ACCESS EASEMENTS AND RIGHT OF WAY RESERVATIONS SHALL BE DESIGNATED AS A UTILITY EASEMENT. A FIFTEEN FOOT (15') UTILITY EASEMENT IS HEREBY GRANTED ALONG ALL RIGHT OF WAY RESERVATIONS, ROADWAY EASEMENT AND ACCESS EASEMENTS.
  - C. ALL EXISTING OVERHEAD LINES SHALL POSSESS A TWENTY FOOT (20') WIDE UTILITY EASEMENT CENTERED 10' ON EACH SIDE OF THE LINE. ALL EXISTING UNDERGROUND LINES SHALL POSSESS A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT CENTERED SEVEN AND A HALF FOOT (7.5') ON EACH SIDE OF THE LINE.
  - D. EACH LOT IS SUBJECT TO A FLOATING TEN FOOT (10') WIDE BY THIRTY FOOT (30') LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.
  - E. ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, UPGRADING, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF VEGETATION, TREES AND OTHER OBSTRUCTIONS), INSPECTING, REMOVAL, READING OF METERS AND REPAIR OF ALL OVERHEAD AND UNDERGROUND ELECTRIC LINES.
  - F. NO BUILDINGS OR ANY OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN UTILITY EASEMENTS. WHERE ACCESS IS OBSTRUCTED WITHIN EASEMENTS, PEC SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND TO AND FROM SAID UTILITY EASEMENT.
10. WATER IS PROVIDED BY GOFORTH SPECIAL UTILITY DISTRICT.

11. THE REQUIREMENT CONCERNING CONSTRUCTION STANDARDS FOR MAILBOXES INSTALLED WITHIN THE RIGHT-OF-WAY OF STREETS AND HIGHWAYS AND REQUIRING ALL SUCH MAILBOXES TO BE MADE OF COLLAPSIBLE MATERIALS, AS DEFINED IN THE ORDINANCE.
12. THIS SUBDIVISION IS LOCATED WITHIN ESD 2, ESD 8, AND PLUM CREEK CONSERVATION DISTRICT.
13. WASTEWATER WILL BE CONNECTED TO AN ON-SITE WASTEWATER SYSTEM.
14. UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER AND WASTEWATER SERVICE.
15. POST-DEVELOPMENT CONDITION RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPMENT CONDITION FOR 2, 5, 10, 25 AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02, PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
16. LOTS ADJACENT TO THE FLOODPLAIN MAY NEED TO SUBMIT ELEVATION CERTIFICATES PRIOR TO CERTIFICATE OF OCCUPANCY.
17. ALL LOTS SERVED BY A SHARED ACCESS DRIVEWAY ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE PER LOT AND IF ANY OTHER DEVELOPMENT OF A DWELLING UNIT OCCURS ON ANY OF THE LOTS OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY, THEN SUCH NEW DWELLING UNIT MUST BE CONSTRUCTED ON A SEPARATELY PLATTED LOT WITH DIRECT FRONTAGE ONTO AND PHYSICAL ACCESS TO A REGULATED ROADWAY PRIOR TO CONSTRUCTION OF THE DWELLING UNIT. A DUPLEX WILL NOT BE CONSIDERED A SINGLE FAMILY RESIDENCE FOR PURPOSES OF THIS SUBPARAGRAPH.
18. THE OWNERS OF THE SINGLE FAMILY RESIDENCES OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE OF THE DRIVEWAY, INCLUDING MAINTAINING ANY DRAINAGE STRUCTURES ASSOCIATED WITH THE DRIVEWAY. THE DRIVEWAY MUST BE MAINTAINED AT ALL TIMES IN A CONDITION THAT WILL PERMIT UNENCUMBERED VEHICULAR ACCESS BY EMERGENCY VEHICLES.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

THE STATE OF TEXAS  
COUNTY OF HAYS

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D., THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN ENTERED IN THE MINUTES OF SAID COURT IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
RUBEN BECERRA ELAINE HANSON CARDENAS  
COUNTY JUDGE COUNTY CLERK  
HAYS COUNTY, TEXAS HAYS COUNTY, TEXAS

THE STATE OF TEXAS  
COUNTY OF HAYS

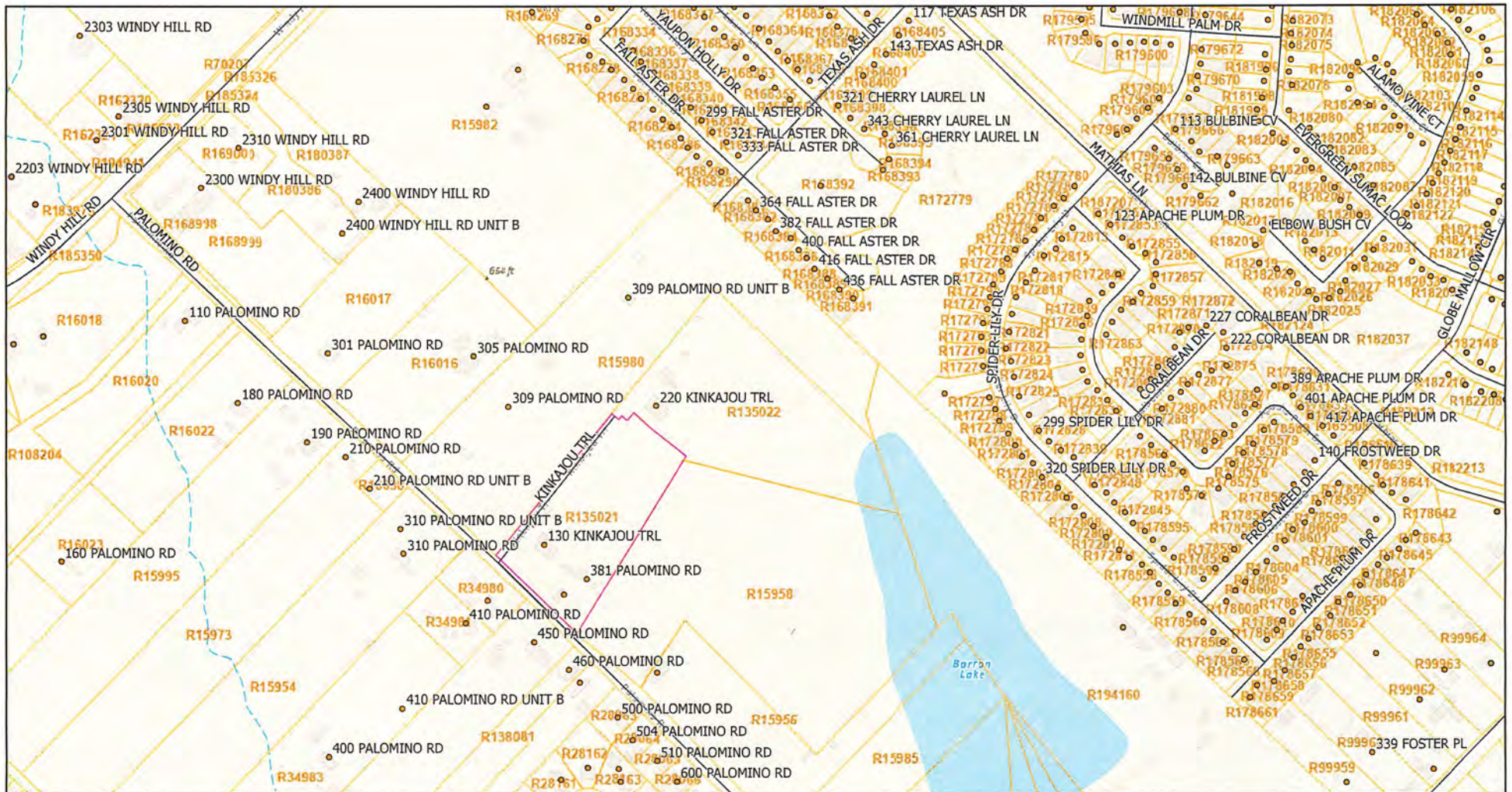
I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK \_\_\_\_\_, PAGE(S) \_\_\_\_ WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AD.

BY: \_\_\_\_\_  
ELAINE HANSON CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

<b>Chaparral</b> Professional Land Surveying, Inc. Surveying and Mapping 5725 West Hwy 290, Suite 103 Austin, Texas 78735-7822 512-443-1724 T.B.P.E.L.S. Firm No. 10124500	PROJECT NO.: 783-001
	DRAWING NO.: 783-001-PL2
	PLOT DATE: 01-06-25
	PLOT SCALE: 1"=100'
	DRAWN BY: Eud/SCN
	SHEET 02 OF 02



# Hays County Development Services Map

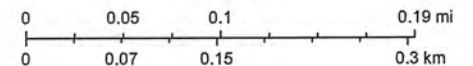


1/31/2025, 1:06:34 PM

- 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.

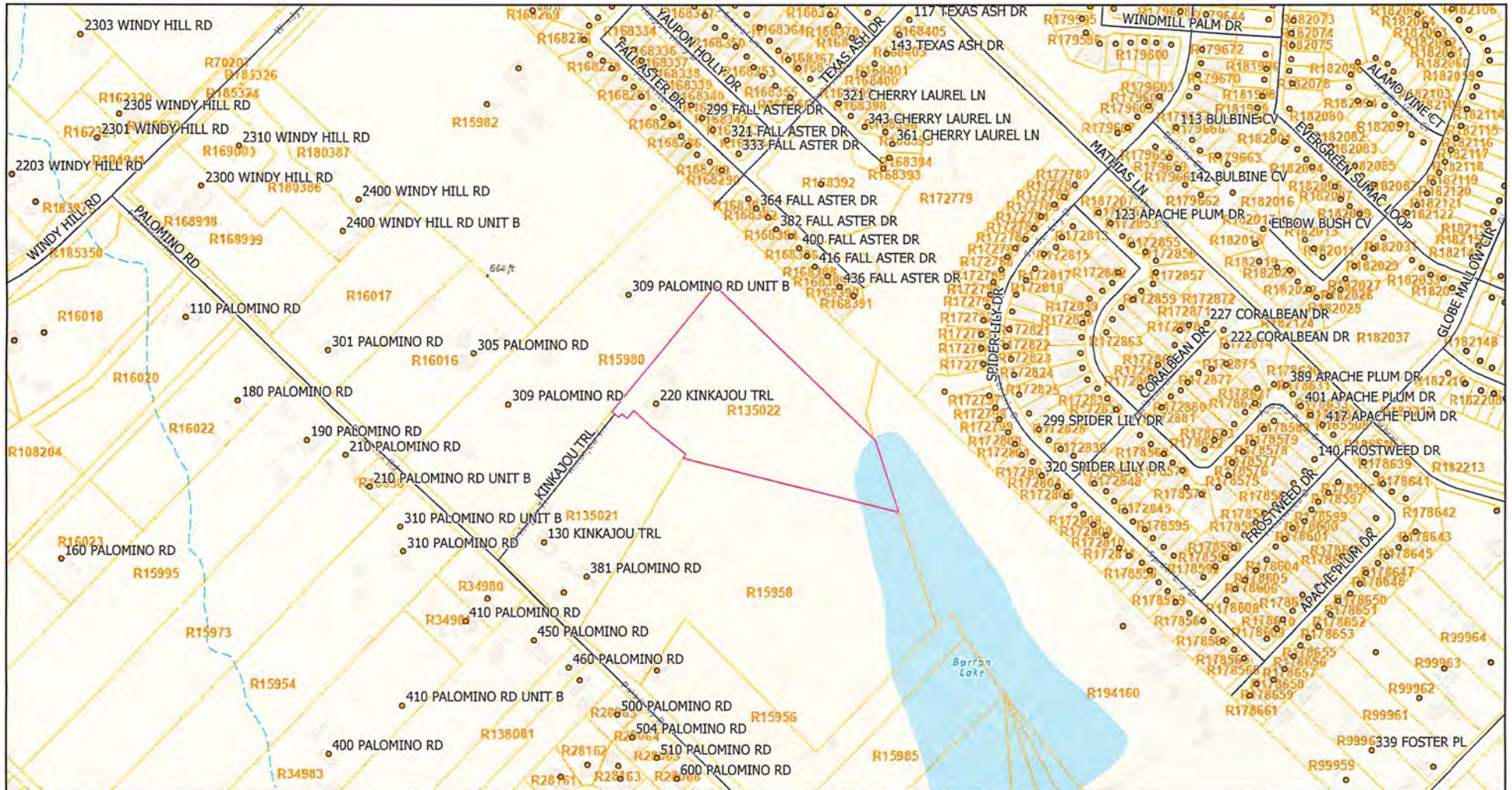
1:4,395



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# Hays County Development Services Map

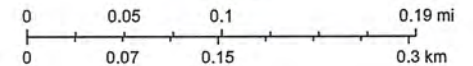


1/31/2025, 1:02:55 PM

- 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.

1:4,395



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## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Colby Machacek, Senior County Planner

Sponsor:

Commissioner Smith

---

### Agenda Item

PLN-2683-PC; Hold a Public Hearing regarding the Dripping Springs Ranch, Ph 2, Lot 1B, Replat. **SMITH/PACHECO**

### Summary

The Dripping Springs Ranch, Ph 2, Lot 1B, Replat will create five (5) lots across 26.84 acres. The subject property is located along Brady Pass, a County maintained public roadway, in Dripping Springs and in Precinct 4. Water utility will be accomplished through individual private wells and/or rainwater collection. Wastewater treatment will be accomplished by individual on-site sewage facilities.

---

### Attachments

Cover Letter

Plat

Location Map



## **Hays County Commissioners Court Agenda Request**

**Meeting Date:** February 25th, 2025

**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-2683-PC; Hold a Public Hearing regarding the Dripping Springs Ranch, Ph 2, Lot 1B, Replat.

### **BACKGROUND/SUMMARY OF REQUEST:**

- A) The Dripping Springs Ranch, Ph 2, Lot 1B, Replat will create five (5) lots across 26.84 acres. The subject property is located along Brady Pass, a County maintained public roadway, in Dripping Springs and in Precinct 4.
- B) Water utility will be accomplished through individual private wells and/or rainwater collection. Wastewater treatment will be accomplished by individual on-site sewage facilities.

### **STAFF COMMENTS:**

Staff has initiated review for the Dripping Springs Ranch, Ph 2, Lot 1B, Replat. Next steps consist of holding the public hearing and completing review pursuant to Texas Local Gov't Code Chapter 232 and the Hays County Development Regulations as set forth. This project will be brought back to Commissioners Court for discussion and possible action once review is complete and deficiencies cleared.

### **ATTACHMENTS/EXHIBITS:**

Proposed Plat

Location Map

# REPLAT OF LOT 1B, REPLAT OF LOTS 1 AND 2, DRIPPING SPRINGS RANCH, PHASE 2

STATE OF TEXAS  
COUNTY OF HAYS

THAT, CORDOVA SOLUTIONS, LLC, OWNER OF LOT 1B, REPLAT OF LOT 1 AND 2, DRIPPING SPRINGS RANCH, PHASE 2, A SUBDIVISION RECORDED IN VOLUME 9, PAGE 84, PLAT RECORDS, HAYS COUNTY, TEXAS, AS CONVEYED IN DOCUMENT NO. 21018930, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS DO HEREBY REPLAT SAID LOT 12, VISTA WEST RANCHES, IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS:

REPLAT OF LOT 1B, REPLAT OF LOT 1 AND 2, DRIPPING SPRINGS RANCH, PHASE 2

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

STEPHEN CORDOVA, MEMBER  
CORDOVA SOLUTIONS, LLC  
370 BRADY PASS  
DRIPPING SPRINGS, TX 78620

BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED STEPHEN CORDOVA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SWORN AND SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY HAVE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME

EXPIRATION DATE

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTE WATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

MARCUS PACHECO, DIRECTOR  
HAYS COUNTY DEVELOPMENT  
SERVICES DEPARTMENT

ERIC VAN GAASBEEK, R.S., C.E.M.  
FLOODPLAIN ADMINISTRATOR

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\_\_\_\_.

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

RUBEN BECERRA  
COUNTY JUDGE  
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 NO. \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

SURVEYOR'S CERTIFICATION:

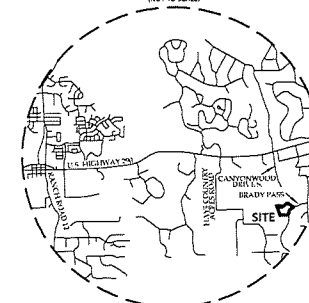
I, WILLIAM R. HERRING, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ON-THE-GROUND SURVEY OF THE PROPERTY SHOWN HEREON, CONDUCTED UNDER MY SUPERVISION, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE FOUND OR PLACED UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

WILLIAM R. HERRING  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6355 - STATE OF TEXAS

DATE

VICINITY MAP  
(NOT TO SCALE)



PLAT NOTES:

1. THIS SUBDIVISION LIES WITHIN ZONE "C", ACCORDING TO FEMA MAP NO. 48209C01206, DATED SEPTEMBER 2, 2005. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100-YEAR FLOODPLAIN. THIS STATEMENT IS DERIVED SOLELY UPON THE ABOVE LISTED FEMA MAP AND IS NOT A GUARANTEE THE SUBJECT TRACT WILL OR WILL NOT FLOOD.
2. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
3. THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
4. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE E.T.J. OF ANY INCORPORATED MUNICIPALITY.
5. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
6. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM PRIVATE WATER WELLS OR RAINWATER COLLECTION.
7. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
8. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND COVENANTS AND RESTRICTIONS RECORDED IN VOLUME 7, PAGE 395, AND VOLUME 9, PAGE 84, PLAT RECORDS, HAYS COUNTY, TEXAS; DOCUMENT NO. 24050303 AND VOLUME 1226, PAGE 22, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS.
9. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
10. WASTEWATER TREATMENT FOR THIS SUBDIVISION IS TO BE PROVIDED BY INDIVIDUAL ADVANCED ON-SITE SEWAGE FACILITIES AS APPROVED BY HAYS COUNTY DEVELOPMENT SERVICES.
11. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE ROAD DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH SECTIONS 7.4 AND 7.5 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721.
12. THIS SUBDIVISION LIES WITHIN HAYS COUNTY ESD #1 AND ESD #6.
13. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
14. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
15. THE PURPOSE OF THIS REPLAT IS TO DIVIDE THE ORIGINAL LOT (LOT 1B) INTO FIVE SEPARATE LOTS.
16. NUMBER OF LOTS IN THIS REPLAT - 5  
AVERAGE SIZE OF LOTS - 5.37 AC.  
NUMBER OF LOTS SMALLER THAN 1 AC. - 0  
NUMBER OF LOTS LARGER THAN 1.0 AC. BUT SMALLER THAN 2.0 AC. - 0  
NUMBER OF LOTS LARGER THAN 2.0 AC. BUT SMALLER THAN 5.0 AC. - 0  
NUMBER OF LOTS LARGER THAN 5.0 AC. BUT SMALLER THAN 10 AC. - 5  
NUMBER OF LOTS LARGER THAN 10 AC. - 0

**CONTOR**  
HAPPENING THE LAND OF OPPORTUNITY  
CONTOR, LLC  
TBPELS FIRM NO. 20194424  
P.O. BOX 1225  
DRIPPING SPRINGS, TX 78620  
(512) 808-0102  
EMAIL: TEAM@CONTORUSA.COM  
CONTORUSA.COM





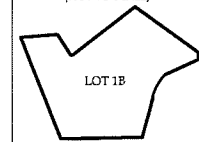
GRAPHIC SCALE  
1" = 100'

RICHARD VAUGHN SURVEY, A-16  
HAYS COUNTY, TX

BEARING BASIS  
GRID NORTH, TEXAS COORDINATE SYSTEM  
NAD83 (2011) SOUTH CENTRAL ZONE  
UNITS - US SURVEY FEET

# REPLAT OF LOT 1B, REPLAT OF LOTS 1 AND 2, DRIPPING SPRINGS RANCH, PHASE 2

ORIGINAL LOT CONFIGURATION  
(NOT TO SCALE)



LOT 1A  
REPLAT OF LOT 1 AND 2  
DRIPPING SPRINGS RANCH, PHASE 2  
VOL. 9, PG. 54  
PRHCTX

CALLED 16.33 AC.  
DOCUMENT NO. 1402000  
OPRHCTX

LOT 1B-1  
5.02 AC.

LOT 1B-2  
5.04 AC.

LOT 1B-5  
6.62 AC.

LOT 1B-3  
5.03 AC.

LOT 1B-4  
5.15 AC.

BRADY PASS  
(60' WIDTH ROW)

LOT AREA SUMMARY	
LOT	ACREAGE
1B-1	5.02
1B-2	5.04
1B-3	5.03
1B-4	5.15
1B-5	6.62

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N79°27'57"E	19.04'
L2	S84°58'54"E	60.24'
L3	N51°24'07"W	60.00'
L4	N82°17'38"W	104.71'
L5	N01°00'02"W	124.01'

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	BEARING	CHORD
C1	62.75'	60.00'	59°55'30"	S05°47'29"W	59.93'
C2	252.06'	511.38'	28°14'17"	S28°41'09"W	249.51'
C3	30.50'	60.00'	25°07'39"	S21°11'24"W	30.17'
C4	32.25'	60.00'	30°47'51"	S08°46'21"E	31.86'
C5	37.56'	511.38'	04°12'30"	S40°42'08"W	37.55'
C6	214.50'	511.38'	24°01'57"	S26°34'54"W	212.93'

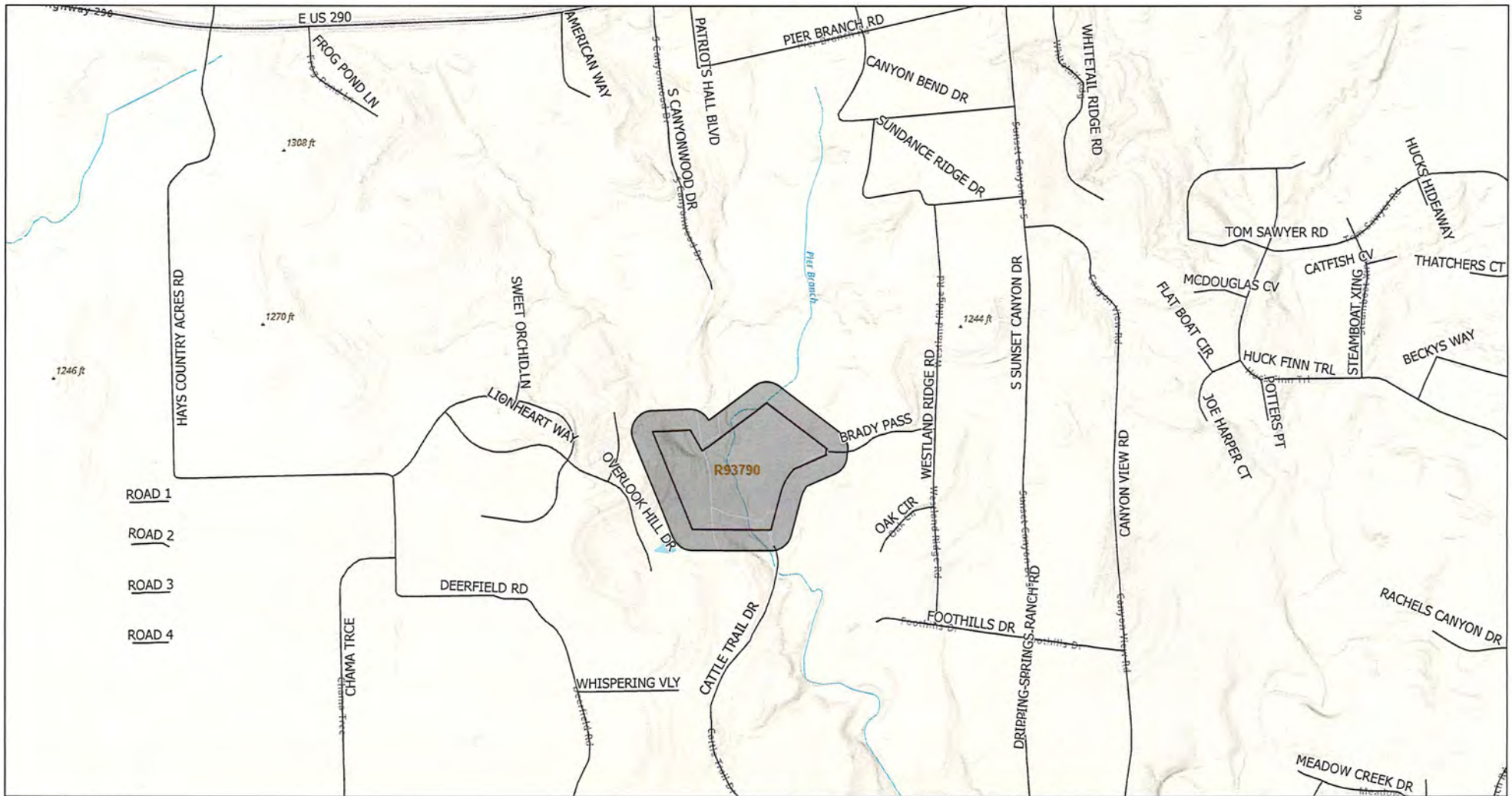
- LEGEND
- 1/2" IRON ROD FOUND
  - 5/8" IRON ROD W/ "CONTOR BOUNDARY" CAP SET
  - WATER WELL
  - LOT BOUNDARY LINE
  - ADJOINER BOUNDARY LINE
  - PROPOSED EASEMENT LINE
  - PRHCTX PLAT RECORDS  
HAYS COUNTY, TX
  - OPRHCTX OFFICIAL PUBLIC RECORDS  
HAYS COUNTY, TX

LOT 1B-3  
REPLAT OF TRACT 1 & 2  
DRIPPING SPRINGS RANCH, PHASE 2  
INSTRUMENT NO. 1801041  
OPRHCTX



**CONTOR**  
MAKING THE LAND OF OPPORTUNITY

CONTOR, LLC  
TBPELS FIRM NO. 10194424  
P.O. BOX 1225  
DRIPPING SPRINGS, TX 78620  
(512) 808-0102  
EMAIL: TEAM@CONTORUSA.COM  
CONTORUSA.COM

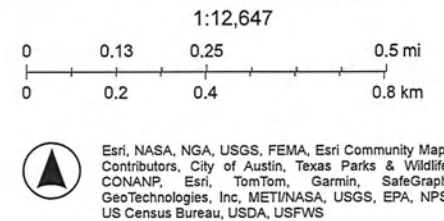
# Hays County Development Services Map



2/5/2025, 11:48:00 AM

-  Roads
-  Hays County Boundary
-  HaysCoParcels

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## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Colby Machacek, Senior County Planner

Sponsor:

Commissioner Ingalsbe

---

### Agenda Item

PLN-2433-PC; Call for a Public Hearing on March 25th, 2025 regarding Castro's Addition, Lot 1, Replat. **INGALSBE/PACHECO**

### Summary

Castro's Addition, Lot 1, Replat is a proposed resubdivision creating three (3) lots across 3.618 acres. The subject property is located along Dacy Lane, a regulated public roadway, in Kyle and in Precinct 1. Water utility will be provided through Goforth Water Supply Co. Wastewater treatment will be accomplished via individual on-site sewage facilities.

---

### Attachments

Cover Letter

Plat

Location Map



## **Hays County Commissioners Court Agenda Request**

**Meeting Date:** February 25th, 2025

**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-2433-PC; Call for a Public Hearing on March 25th, 2025 regarding the Castro's Addition, Lot 1, Replat.

### **BACKGROUND/SUMMARY OF REQUEST:**

- A. Castro's Addition, Lot 1, Replat is a proposed resubdivision creating three (3) lots across 3.618 acres.
- B. The subject property is located along Dacy Lane, a regulated public roadway, in Kyle and in Precinct 1.
- C. Water utility will be provided through Goforth Water Supply Co. Wastewater treatment will be accomplished via individual on-site sewage facilities.

### **STAFF COMMENTS:**

Staff has initiated review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth.

The actions remaining consist of completing review and holding the public hearing on March 25th, 2025. Additional action may be sought following review completion.

### **ATTACHMENTS/EXHIBITS:**

Replat

Location Map

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, JOEL CASTRO, KELLY SMITH, JOANN LARKIN, ROBERT CASTRO AND NOEMI HARVELL, OWNERS OF LOT 1, CASTRO'S ADDITION, HAYS COUNTY, TEXAS AS CONVEYED TO ME US DEED DATED APRIL 8, 2023, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 23012066 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS AND OWNERS OF 2.034 ACRES BEING THE REMAINING PORTION OF 6.15 ACRE TRACT AS CONVEYED TO US VIA A MINIMUM OF TITLE RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 240022903 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPEAT THIS PROPERTY TO BE KNOWN AS CASTRO'S ADDITION, SECTION 2, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

JOEL CASTRO, OWNER AND POWER OF ATTORNEY  
3213 BARONNE STREET  
NEW ORLEANS, LOUISIANA 70115

STATE OF TEXAS\*  
COUNTY OF HAYS\*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES D. RICE KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
MY COMMISSION EXPIRES:\_\_\_\_\_

**FEDERNALES ELECTRIC COOPERATIVE, INC. STATEMENT:**

1. FEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING A PUBLIC RIGHT-OF-WAY AND A TEN FOOT (10') WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE AND REAR LOT LINES.
2. PRIVATE PROPERTY WITHIN PUBLIC AND PRIVATE ROADWAY EASEMENTS, ACCESS EASEMENTS AND RIGHT-OF-WAY RESERVATIONS SHALL BE DESIGNATED AS A UTILITY EASEMENT A 15' UTILITY EASEMENT IS HEREBY GRANTED ALONG ALL RIGHT-OF-WAY RESERVATIONS ROADWAY EASEMENTS AND ACCESS EASEMENTS.
3. ALL EXISTING OVERHEAD LINES SHALL POSSESS A TWENTY FOOT (20') WIDE UTILITY EASEMENT CENTERED 10' EACH SIDE OF LINE. ALL EXISTING UNDERGROUND LINES SHALL POSSESS A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT CENTERED 7.5' EACH SIDE OF LINE.
4. EACH LOT IS SUBJECT TO A FLOATING TEN FOOT (10') WIDE BY THIRTY FOOT (30') LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.
5. ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, UPGRADE, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF VEGETATION, TREES AND OTHER OBSTRUCTIONS), INSPECTING, REMOVAL, READING OF METERS AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.
6. NO BUILDINGS OR ANY OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN UTILITY EASEMENTS. WHERE ACCESS IS OBSTRUCTED WITHIN EASEMENT PEC SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND TO AND FROM SAID UTILITY EASEMENT.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO, DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

\_\_\_\_\_  
DATE

ERIC VAN GAASBEEK, R.S., C.F.M.  
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

\_\_\_\_\_  
DATE

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE.

MARCUS PACHECO, DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

\_\_\_\_\_  
DATE

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 \_\_\_\_\_, 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

**GENERAL NOTES**

1. ACCORDING TO SCALING FROM THE REVISED PRELIMINARY F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0290G, DATED DECEMBER 14, 2022, A PORTION OF THIS TRACT LIES WITHIN ZONE A, (WITHOUT BASE FLOOD ELEVATION).
2. ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
3. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE HAYS CONSOLIDATED SCHOOL DISTRICT.
4. ALL OF THIS TRACT LIES WITHIN THE BOUNDARIES OF THE CITY OF KYLE'S AREA OF EXTRATERRITORIAL JURISDICTION.
5. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 4 AND 7.
6. THIS TRACT IS WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
7. THIS TRACT MAY BE SUBJECT TO A 10 FOOT WIDE WATER LINE EASEMENT RECORDED IN VOLUME 229, PAGE 223 OF THE HAYS COUNTY DEED RECORDS FROM GOFORTH WATER SUPPLY CORPORATION, BUT CONTAINS NO PLOTTABLE INFORMATION.
8. A PORTION OF LOT 1-B MAY BE SUBJECT TO A 15 FOOT WIDE WATER LINE EASEMENT TO GOFORTH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1047, PAGE 594 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS.

**DRIVEWAY PERMIT STATEMENT:**

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A PERMIT FOR THE USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.

**SURVEYORS NOTES**

1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT. THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.

**MAILBOX NOTE:**

ALL MAILBOXES LOCATED IN THE RIGHT OF WAY SHALL BE AN APPROVED TxDOT OR FHWA APPROVED DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

**UTILITIES:**

ELECTRIC-- BLUEBONNET ELECTRIC  
WATER-- GOFORTH WATER SUPPLY CORPORATION  
SEWER-- ON-SITE

**LOT SIZE CATEGORIES**

TOTAL AREA = 3.618 ACRES  
TOTAL NUMBER OF LOTS = 3  
AVERAGE LOT SIZE = 1.206 ACRES  
NUMBER OF LOTS OVER 10 ACRES = 0  
NUMBER OF LOTS 5 - 10 ACRES = 0  
NUMBER OF LOTS 2 - 5 ACRES = 0  
NUMBER OF LOTS 1 - 2 ACRES = 3  
NUMBER OF LOTS LESS THAN 1 ACRE = 0

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

REGISTERED PROFESSIONAL LAND SURVEYOR  
DAVID C. WILLIAMSON, R.P.L.S. NO. 4190



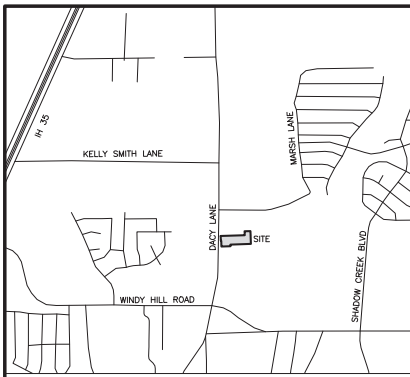
**BYRN &  
ASSOCIATES, INC.**

**SURVEYING**

P.O. BOX 1433 SAN MARCOS, TEXAS 78667  
PHONE 512-396-2270 FAX 512-392-2945  
FIRM NO. 10070500

CLIENT: CASTRO, JOEL  
DATE: SEPTEMBER 14, 2023  
OFFICE: HADEN  
CREW: C. SMITH, BANKS, HADEN  
FB/PG: 796/30  
PLAT NO. 28218-23-c

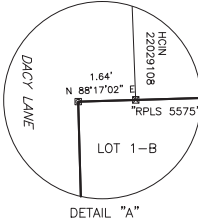
CASTRO'S ADDITION,  
SECTION 2,  
HAYS COUNTY, TEXAS



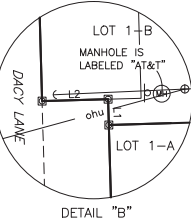
VICINITY MAP - 1" = 2000'

DEED REFERENCES:

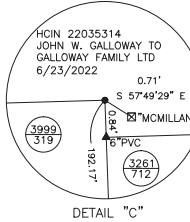
- HCIN 21003112  
THE FOULKROD BUSINESS PARK LP TO  
HAYS COUNTY, TEXAS  
1/21/2021 (0.033 AC.)
- HCIN 20038961  
ALEXSANDRINA DIMA TO  
HAYS COUNTY, TEXAS  
9/4/2020 (0.122 AC.)
- HCIN 20003569  
ENRIQUE GUTIERREZ ET UX TO  
HAYS COUNTY, TEXAS  
1/27/2020 (0.117 AC.)
- HCIN 19044515  
ESEQUIEL MARTINEZ TO  
HAYS COUNTY, TEXAS  
12/3/2019 (0.121 AC.)
- HCIN 19043706  
ALFRED D. ALDRIDGE ET UX TO  
HAYS COUNTY, TEXAS  
11/25/2019 (0.122 AC.)
- HCIN 19043668  
RUTH S. GONZALES TO  
HAYS COUNTY, TEXAS  
11/25/2019 (0.093 AC.)
- HCIN 19021378  
FRANCES LONGORIA TO  
HAYS COUNTY, TEXAS  
6/19/2019 (0.122 AC.)
- HCIN 19019772  
RODOLFO G. DELAPAZ ET UX TO  
HAYS COUNTY, TEXAS  
6/6/2019 (0.027 AC.)
- HCIN 190016369  
ALLAM W. PECHACEK TO  
HAYS COUNTY, TEXAS  
5/16/2019 (0.030 AC.)
- HCIN 18043544  
AFFIDAVIT OF HEIRSHIP  
GUADALUPE GONZALES TO  
ANTONIA G. SOLIS  
8/31/2018 (PROPERTY 2-0.60 AC.)
- FILEMON M. GONZALEZ ET UX TO  
RUTH S. GONZALES ET VIR  
1/18/2008 (0.60 AC.)
- WESTERN UNITED LIFE ASSURANCE COMPANY TO  
RODOLFO F. DELAPAZ ET UX  
6/19/1997 (4.00 AC.)
- NATANEAL L. CASTRO ET AL TO  
MARIO R. REYNA  
10/2/1984 (0.50 AC.)



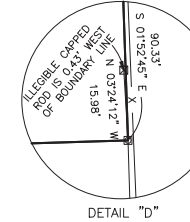
DETAIL "A"



DETAIL "B"



DETAIL "C"



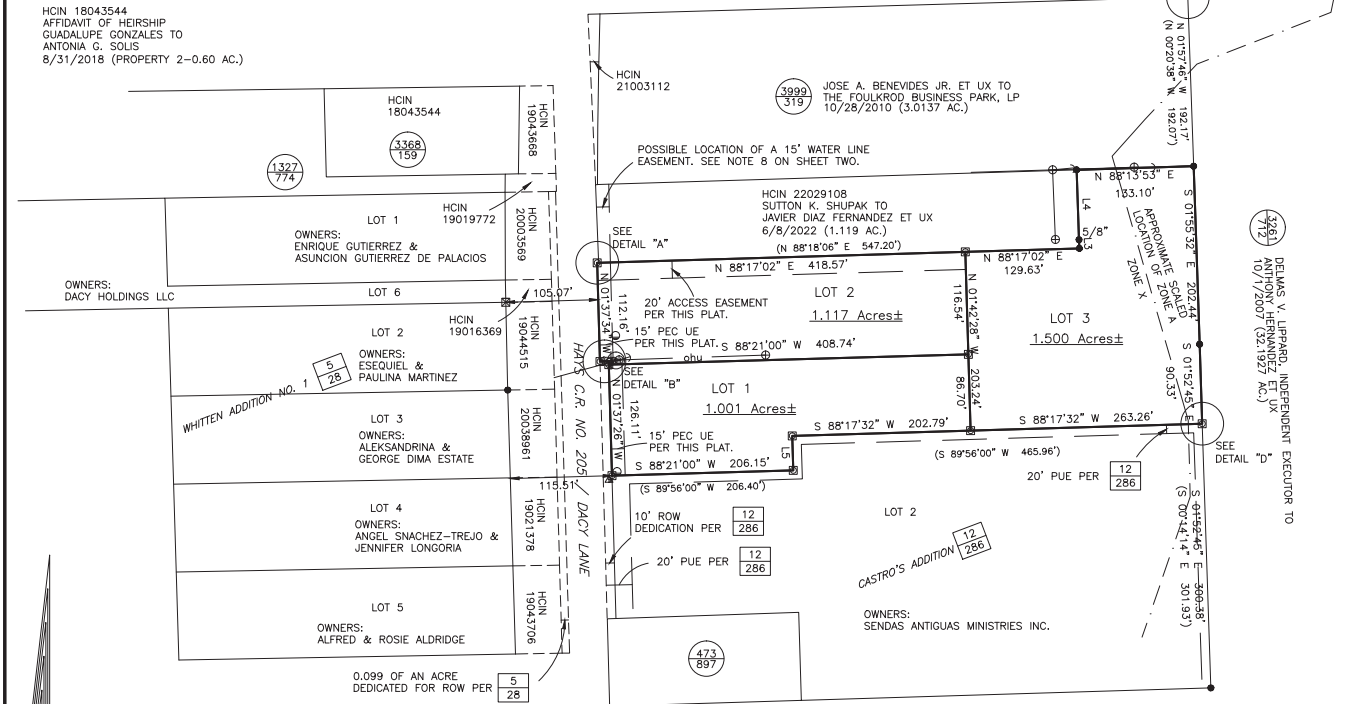
DETAIL "D"

SEE DETAIL "C"

- LEGEND
- VOL PG  
HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- VOL PG  
HAYS COUNTY PLAT RECORDS
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "CHAPARRAL" OR NOTED
- COTTON SPINDLE FOUND
- CALCULATED POINT
- BSL BUILDING SETBACK LINE
- PUE PUBLIC UTILITY EASEMENT
- PUE&D PUBLIC UTILITY EASEMENT & DRAINAGE EASEMENT
- VOLUME 8, PAGE 210 OF THE HAYS COUNTY PLAT RECORDS
- HCPR HAYS COUNTY PLAT RECORDS
- PVC BUILDING SETBACK LINE
- UE UTILITY EASEMENT
- PEC FEDERNALES ELECTRIC COOPERATIVE

EXISTING CONFIGURATION

BEING ALL OF LOT 1, CASTRO'S ADDITION RECORDED IN VOLUME 12, PAGE 286 OF THE HAYS COUNTY PLAT RECORDS AND THE REMAINING PORTION OF THAT 6.15 ACRE TRACT RECORDED IN VOLUME 400, PAGE 583 OF THE HAYS COUNTY DEED RECORDS.



LINE	BEARING	DISTANCE
L1	N 01°37'26" W	3.89'
L2	S 88°21'00" W	10.00'
L3	N 02°17'55" W	9.88'
L4	N 01°59'51" W	79.49'
L5	S 01°43'42" E	39.20'

RECORD PER V. 12, PG. 286 HCPR		
L2	S 88°21'00" W	10.00'
L5	S 01°45'49" E	39.20'

RECORD PER HCIN 22029108		
L3	(N 02°03'44" W)	(9.92')
L4	(N 01°56'59" W)	(79.39')

**BYRN & ASSOCIATES, INC.**

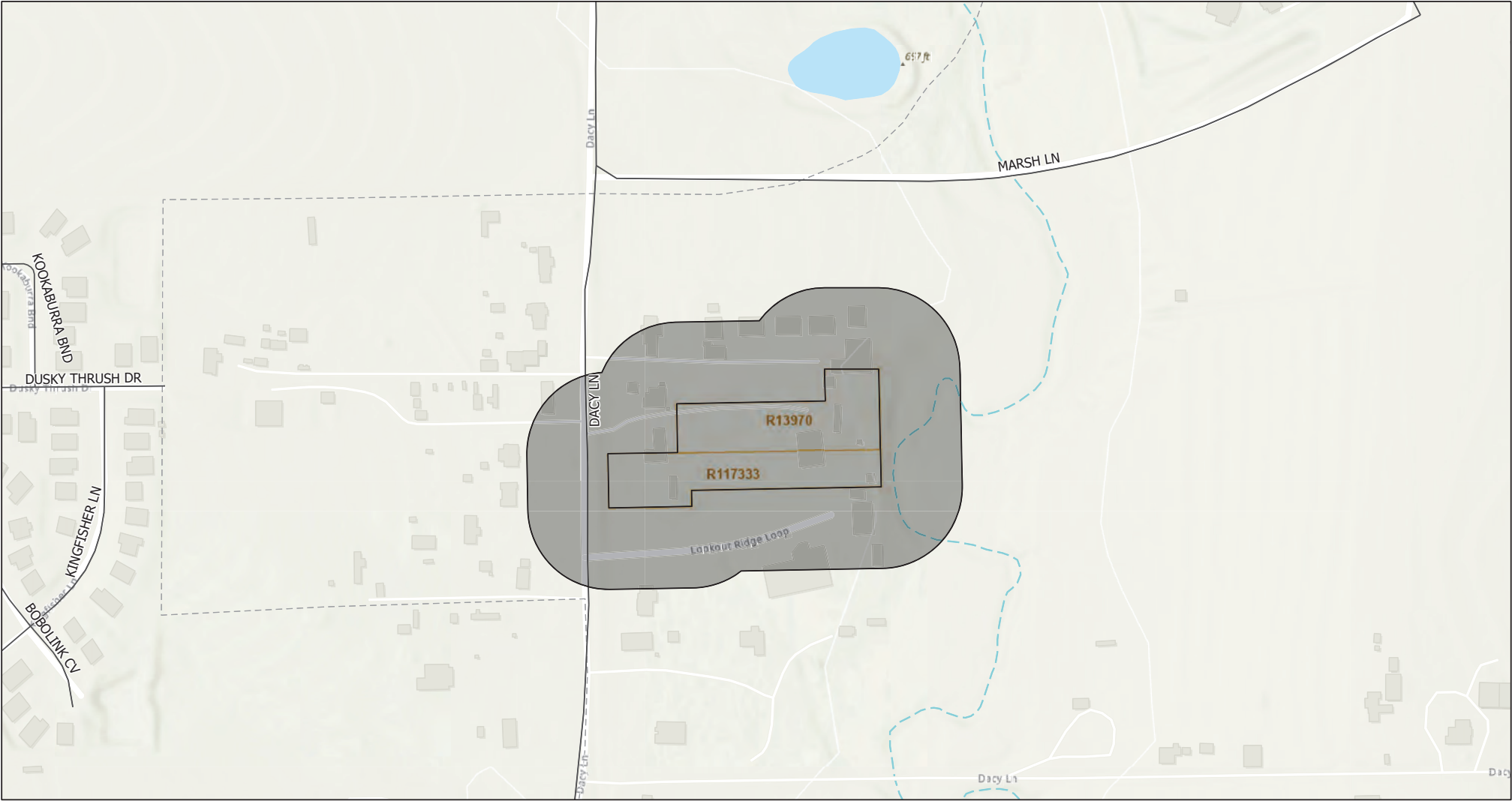
**SURVEYING**

P.O. BOX 1433 SAN MARCOS, TEXAS 78667  
PHONE 512-396-2270 FAX 512-392-2945  
FIRM NO. 10070500

CASTRO'S ADDITION,  
SECTION 2,  
HAYS COUNTY, TEXAS

CLIENT: CASTRO, JOEL  
DATE: SEPTEMBER 14, 2023  
OFFICE: HADEN  
CREW: C. SMITH, BANKS, HADEN  
FB/PG: 796/30  
PLAT NO. 28218-23-c

# Hays County Development Services Map

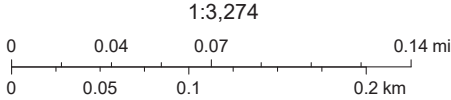


2/19/2025, 8:12:10 AM

- Roads
- - - Hays County Boundary
- FIRM Panels

- Flood Hazard Boundaries
  - SFHA / Flood Zone 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 Commissioners Court**

Date: 02/25/2025

**Requested By:**

Jason Facundo, Judicial Services Director

**Sponsor:**

Commissioner Cohen

**Co-Sponsor:**

Commissioner Ingalsbe

**Agenda Item:**

Discussion and possible action to authorize the execution of Addendum No. 1 with BI Incorporated related to Portable Alcohol Monitors for the Judicial Services Division. **COHEN/INGALSBE/FACUNDO**

**Summary:**

The Judicial Services Division is requesting authorization to amend the BI, Incorporated contract to include Portable Alcohol Monitors (PAM). These PAM devices would be for the client population that do not have vehicles and are classified as indigent. Currently, that would be roughly half of the 56 clients for estimating purposes:

56	clients without vehicles
28	estimated half are indigent (other half would self-pay)
\$ 128.65	PAM device monthly cost
\$ 3,602.20	Monthly cost for avg 28 clients
\$43,226.40	Annual cost for avg of 28 clients

Additionally, this would be for cases going forward as they would not be able to go back and change the court orders for those already enrolled in the Interlock Affidavit program. Therefore, the annual cost would be reduced depending on the month the program is rolled out and how many clients become eligible in the future months.

**Fiscal Impact:**

Amount Requested: Per day/Per Unit Costs per contract terms

Line Item Number: 001-608-20.5448

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Current contract services budget allows for this contract amendment. Monitor for usage throughout the remaining fiscal year.

**Purchasing Office:**

Purchasing Guidelines Followed Y/N?: Yes

Comments: Omnia Contract #2022118

**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**

Addendum 1 - SL3 Units - BI Incorporated

ADDENDUM NO. 1

TO THE  
ELECTRONIC MONITORING SERVICE AGREEMENT – OMNIA PARTNERS  
AGREEMENT NO. 040424MS1 (“Agreement”)  
BETWEEN  
BI INCORPORATED (“BI”)  
AND  
HAYS COUNTY (“Agency”)

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This Addendum is entered into by and between Agency and BI.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

- I. Spares Billing Deferment** - Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

**A. BI SL3<sup>®</sup> UNIT**

<b>SL3 Unit Rental Charge:</b>	\$1.35	per day per Unit from BI inventory.
<b>SL3 Unit Monitoring Service Charge:</b>	\$2.60	per Unit per Active Day.
<b>L&amp;D Charge:</b>	\$0.20	per Unit per day
<b>Total SL3 Unit Charges:</b>	\$4.15	per Unit per day.

**ADDITIONAL SERVICES:**

- 1. SL3 Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of inactive SL3 Units equal to, but not to exceed, thirty percent (30%) of that month’s average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL3 Units in excess of the thirty percent (30%) spares allowance, Agency will incur a \$1.55 charge per unit per day.
- 2. SL3 Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged SL3 Units equal to, but not to exceed, twenty five percent (25%) of the average daily total number of active SL3 Units in Agency’s possession.
- 3. Replacement Cost:** SL3 Unit - \$600.00 each.
- 4. SL3 Accessories:** BI will provide, at no charge to Agency, one (1) carrying case, one (1) charger, and five (5) mouthpieces per Unit supplied by BI. The cost of any additional chargers or carrying cases shall be borne by Agency. Carrying cases are \$14.00 each and chargers are \$30.00 each. A reasonable number of additional mouthpieces shall be provided as needed at no charge.
- 5. SL3 Telco Service Charge:** SL3 Units that are inactive continue to incur telecom fees. BI reserves the right to discontinue (turn off) the telecommunications plan for purchased SL3 units which have not incurred data usage fees for at least 180 consecutive days.
- 6. Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, Agency and BI have executed this Addendum by their duly authorized representatives, as of the latest date set forth below.

**BI INCORPORATED**

**HAYS COUNTY**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

Isabel Yang  
\_\_\_\_\_  
**Printed Name**

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

Executive Vice President  
\_\_\_\_\_  
**Printed Title**

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

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

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





AGENDA ITEM REQUEST FORM: J. 2.

## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

T. Crumley

Sponsor:

Commissioner Ingalsbe

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### Agenda Item

Discussion and possible action to appoint Kate Esqueda, MPH, CHES and Marissa Lozano, MPH to the Core Four Task Force. **INGALSBE/T.CRUMLEY**

### Summary

Hays County has a vacancy on the Task Force due to the resignation of Emily McCabe, previous Hays County Health Department Community Outreach Specialist. The department is also seeking to replace Matthew Gonzales, MHA. The department is recommending the appointment of Kate Esqueda, MPH, CHES and Marissa Lozano, MPH to the Core Four Task Force.

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## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

T. Crumley

Sponsor:

Judge Becerra

Co-Sponsor:

Commissioner Ingalsbe

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### Agenda Item:

Discussion and possible action to authorize the execution of an Agreement to Provide Joint Funding in the amount of \$47,668.00 for the Provision of Youth Services between Hays County, Texas State University, San Marcos CISD, and the City of San Marcos, related to the joint funding of a youth services director for the education of local youth. **BECERRA/INGALSBE/T.CRUMLEY**

### Summary:

Hays County has contributed to the joint funding of a Youth Services Director and to provide youth programming and services. The joint funding partners and program are known as "Core Four." The Youth Services Director is hired by Community Action Inc. The Youth Services Director oversees youth programming and services. The parties of Core Four have decided to have the City of San Marcos be the party to contract with Community Action Inc. Community Action Inc. has requested an increase in funds to the two-year contract. The additional total amount of requested funds for the contract is \$3,834.

### Fiscal Impact:

Amount Requested: \$23,834

Line Item Number: 121-752-00.5448

### Budget Office:

Source of Funds: Tobacco Settlement Fund

Budget Amendment Required Y/N?: N

Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Government Code, Chapter 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

Youth Services Director Core Four Joint Funding Agreement 2025

Youth Services Director Core Four Joint Funding Exhibit 3. Detailed Fee Schedule



Updated 1.29.2025

## **AGREEMENT TO PROVIDE JOINT FUNDING FOR THE PROVISION OF YOUTH SERVICES**

As of \_\_\_\_\_, 2025 (the “Effective Date”) the City of San Marcos (the “City”) and Texas State University (the “University”), San Marcos Consolidated Independent School District (the “SMCISD”), and Hays County enter into this Agreement to Provide Joint Funding for the Provision of Youth Services (the “Agreement”), for the joint funding of a youth services director to administer youth services and programs on behalf of and for the mutual benefit of the parties to this Agreement.

### **I. RECITALS:**

**1.1.** The City, the University, SMCISD, and Hays County (hereinafter, the “Core 4” or the “Parties,” or individually, a “Party”) established a program for youth programming that will include information on the benefits of a post-secondary education and continuing education beyond a high school diploma. The Parties wish to amend the terms of the Original Agreement as set forth in this Agreement below.

**1.2.** The Core 4 wish to work cooperatively to create educational links between each of them in order to continue prepare the youth in our community for their educational journey and to foster better communications

**1.3.** The parties will appoint elected and/or executive level representatives to create the Core 4 Policy Group as follows: two members from Hays County, two members from the University, two members from SMCISD, and three members from the City.

**1.4** The parties will also appoint representatives to a working group known as the Core 4 Task Force (the “Task Force”), The Core 4 Task Force will consist of two representatives appointed by Hays County, the University and SMCISD and three representatives appointed by the City. The Task Force will provide oversight for ongoing collaborative youth services planning for San Marcos area youth, and provide recommendations for policy related items to the Core 4.

**1.5.** The Core 4 wish to jointly fund the creation of a youth services director (the “Director”) that will be responsible for administering and delivering programs for youth in the community and other related services agreed to by the Core 4. The Director will work with the Core 4 Task Force and will provide quarterly reports to the Core 4 Policy Group on the Task Force’s activities.

**1.6.** The Core 4 wish to designate the City as the Party responsible for contracting with Community Action, Inc. to provide the personnel to serve as the Director.

**1.7.** For the reasons stated above, and in consideration of the mutual covenants and promises contained herein, the parties enter into this agreement.



## II. AGREEMENT

### 2.1. City Agreements. The City agrees to:

**2.1.1.** Subject to each Party's advance review and written approval, execute a contract with Community Action, Inc. to procure the services of and set the terms of compensation of the Director in an amount not to exceed \$100,000 for the wages or salary, and the cost of benefits for the person serving as the Director, plus an amount up to \$13,000 for associated administrative fees and \$30,000 in program expenses that are considered Additional Services. Funding by the Core 4 in support of the program shall not exceed \$143,000 annually.

**2.1.2.** Manage the contract with Community Action, Inc. and the day to day activities of the Director, and provide staff support to the Director for implementation of the Youth Master Plan.

**2.1.3.** Contribute funding toward the compensation to be paid to Community Action, Inc. under said contract for Director services with the City as follows: a) 50 percent of the wages or salary, plus the cost of benefits paid to the person serving as the Director, not to exceed \$71,5000 annually; and b) also for associated administrative and program expenses, contingent on the availability of funding.

**2.1.4.** Deliver one or more invoices to the each of the Parties for payment of each Party's share (as described in paragraph 2.1.3) of amounts owed by the City under its contract with Community Action, Inc for the services of the Director.

**2.1.5.** Meet with the Core 4 Policy Group at least once annually, to: a) establish the scope of work and compensation of Community Action, Inc. for the Director services to be contracted with the City; b) evaluate the performance of Community Action, Inc. under said contract; and c) set common goals, including the promotion of post-secondary educational opportunities, for the upcoming year's work.

**2.1.6.** Designate a representative authorized to act on the City's behalf in relation to the obligations under this Agreement.

### 2.2. University, SMCISD and Hays County Agreements: The University, SMCISD, Hays County agree to:

**2.2.1.** Each contribute funding toward the compensation to be paid to Community Action, Inc. under said contract for Director services with the City as follows: a) one-third of the remaining 50 percent of the wages or salary, plus the cost of benefits paid to the person serving as the Director, not to exceed \$23,834 annually for the University and Hays County and \$20,000 for SMCISD; and b) also to be used for associated administrative and program expenses, contingent on the availability of funding.



Updated 1.29.2025

**2.2.2.** Each make such contributions by paying the City directly 15 days after the receipt of one or more invoices from the City for amounts owed by the City under its contract with Community Action, Inc for the services of the Director.

**2.2.3.** Meet with the Core 4 Policy Group at least once annually, to: a) establish the scope of work and compensation of Community Action, Inc. for the Director services to be contracted with the City; b) evaluate the performance of Community Action, Inc. under said contract; and c) set common goals, including the promotion of post-secondary educational opportunities, for the upcoming year's work.

**2.2.4.** Each designate a representative authorized to act on their behalf in relation to their respective obligations under this Agreement.

### **III. TERM**

The term of this Agreement will commence on February 4, 2025 and will continue for two years unless sooner terminated in accordance with other terms of this Agreement.

### **IV. MISCELLANEOUS PROVISIONS**

**4.1. Cooperation.** The Parties agree to cooperate with each other in good faith at all times during the term of this Agreement in order to achieve the purposes and intent of this Agreement. Each Party to this Agreement acknowledges and represents that this Agreement has been executed by its duly authorized representative.

**4.2. Funding.** The Parties acknowledge that funding under this Agreement will be made from current revenues legally available to each of the Parties.

**4.3. Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior understandings and agreements between the Parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by all Parties. No Party may assign this Agreement without the written consent of the other Parties.

**4.4. Invalid Provisions; Severability.** Should any provision in this Agreement be found or deemed invalid by a court of competent jurisdiction, this Agreement will be construed as not containing the provision and all other provisions that are otherwise lawful will remain in full force and effect, and to this end, the provisions of this Agreement are declared severable.

**4.5. Applicable Law.** This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.

**4.6. Public Information Act.** The Parties are governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under the Act.



Updated 1.29.2025

**4.7. Termination.** Any Party may terminate this Agreement by giving at least 60 days' advance written notice of termination to the other Parties. In such event, the terminating Party shall remain responsible for payment to the City of its share of funding for any amounts due to Community Action, Inc. under its Youth Services Director contract with the City through the actual date such contract may be and is terminated by the City as a result of the Party's termination under this paragraph. After termination of this Agreement, each Party shall be reimbursed their respective share of any unexpended funds held by the City, if any.

**4.8. Binding Effect; Assignment.** This Agreement shall take effect immediately upon the Effective Date and shall inure to the benefit of and be binding upon the administrators, successors and assigns of the Parties. The City, the Parties will not assign or transfer any interest in this Agreement.

**4.9. Limitation on Liability and Immunity.** The Parties each reserve their applicable constitutional, statutory and common law rights, privileges, statutory limitations on liability, immunities and defenses.

**4.9. Amendments.** This Agreement, including appendices and referenced attachments represents the entire and integrated Agreement between the City, the University, SMCISD, and Hays County and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. This Agreement may be amended only by separate written instrument approved by the Parties.

**4.10. Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered by email, hand-delivery, or by certified mail to the addresses for each Party as follows:

City of San Marcos: City Manager  
City of San Marcos  
630 E. Hopkins  
San Marcos, Texas 78666  
sreyes@sanmarcostx.gov

Texas State University: Vice President for Finance and Support Services  
Texas State University  
601 University Drive, JCK 920  
San Marcos, TX 78666  
ealgoe@txstate.edu

San Marcos Consolidated  
Independent School District: Superintendent of Schools  
San Marcos CISD  
P.O. Box 1087  
San Marcos, Texas 78666  
michael.cardona@smcisd.net



Updated 1.29.2025

Hays County:

Hays County Judge  
Hays County  
111 E. San Antonio St, Ste. 300  
San Marcos, TX 78666  
judge.becerra@co.hays.tx.us

A Party may change the address or contact information for notice by providing written notice of such change to the other Parties.

EXECUTED by the Parties to be effective as of the Effective Date first written above.

[SIGNATURES ON THE FOLLOWING PAGES]



Updated 1.29.2025

**CITY OF SAN MARCOS:**

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

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

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





Updated 1.29.2025

**TEXAS STATE UNIVERSITY:**

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

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

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



Updated 1.29.2025

**SAN MARCOS CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT:**

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

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

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



Updated 1.29.2025

**HAYS COUNTY:**

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

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

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

**EXHIBIT 3**  
**DETAILED FEE SCHEDULE**

**Salary/Benefits**

According to Article 5, 5.1, once per each fiscal year during the term of this Agreement, the City will advance funding to CAI to fund the compensation for personnel specified here. The Salary for the Youth Services Director is not to exceed \$100,000 for the wages and the cost of benefits for the person serving as the Director. See below for a breakdown of the Salary/Benefits:

Date ▼	Type ▼	Amount ▼
Annual	Salary	\$76,052
Annual	FICA	\$5,820
Annual	Unemployment	\$1,295
Annual	Workers Comp	\$654
Annual	Health & Life	\$7,698
	<b>Total</b>	<b>\$91,519</b>

**Additional Services**

Additional Services are described in Article 1, 1.2. CAI shall present monthly applications for payment to the City detailing any approved Additional Services performed or approved by the City to be performed or any reimbursable expenses incurred or obligated by CAI in the previous month. The compensation for any approved Additional Services shall be as described in the additional services proposal accepted by the City. CAI shall proceed to perform Additional Services only after written acceptance of the Additional Services proposal by the City. An amount up to \$13,000 for administrative expenses and \$30,000 for associated program expenses that are considered Additional Services.

**Total Contract Amount**

The total contract amount is not to exceed \$143,000.

**Breakdown of funding from the Core Four Entities**

<b><u>Entity</u></b>	<b><u>COSM</u></b>	<b><u>Hays County</u></b>	<b><u>SMCISD/ CAI Grants</u></b>	<b><u>TxState</u></b>	<b><u>Totals</u></b>
<b><u>% of total amount contributed</u></b>	<b><u>50%</u></b>	<b><u>16.67%</u></b>	<b><u>16.67%</u></b>	<b><u>16.67%</u></b>	<b><u>100%</u></b>
<b><u>Amount</u></b>	<b><u>\$71,500</u></b>	<b><u>\$23,834</u></b>	<b><u>\$20,000/\$3,834</u></b>	<b><u>\$23,834</u></b>	<b><u>\$143,000</u></b>
<b><u>Increase in amount requested from prior years</u></b>	<b><u>\$21,500</u></b>	<b><u>\$3,834</u></b>	<b><u>\$3,834</u></b>	<b><u>\$3,834</u></b>	

**As a reminder, this is a two-year agreement. The table above reflects only one budget year, though year two will be identical under this agreement.**



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

T. Crumley

Sponsor:

Commissioner Ingalsbe

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### Agenda Item

Discussion and possible action to recognize the establishment of the Hays County Mental Health Coordinating Committee. **INGALSBE/T.CRUMLEY**

### Summary

The Hays County Mental Health Coordinating Committee ("MHCC") is comprised of representatives from Hays County and the Cities of Buda, Dripping Springs, Kyle, San Marcos, and Wimberley. MHCC works on Mental and Behavioral Health Solutions across Hays County.

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## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Jennifer Moczygemba

Sponsor:

Commissioner Ingalsbe

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### Agenda Item

Discussion and possible action to authorize a Transportation Lead, Leah Della Ragione, to take home a county issued vehicle to her residence outside the County. **INGALSBE/MOCYZYGEMBA**

### Summary

Authorize a Transportation Lead, Leah Della Ragione, to take a county issued vehicle home. Ms Della Ragione lives greater than the authorized 20 miles per county policy from the Transportation Department and must receive Commissioners Court approval to take the county issued vehicle home. The position is an on call status requiring the ability to respond quickly to an emergency situation (ice/flood/etc) after hours that cuts response time by going directly from a residence to respond.

The policy states: With the exception of Law Enforcement Officers and Emergency Management personnel hired prior to October 1, 2015, employees within the positions listed above may not take a County vehicle home without Commissioner Court approval unless they reside: a) in Hays County or b) within 20 miles from their principal office location if they reside outside of Hays County. All employees hired on or after October 1, 2015, for any position listed above must reside: a) in Hays County or b) within 20 miles from their principal office location if they reside outside of Hays County, in order to take a County vehicle home without Commissioners Court approval. It is understood that principal locations may change from time to time for some personnel that are authorized to take County vehicles home regularly. Temporary changes in office locations will not result in a violation of this policy with respect to the distance from the principal office location. In the event a permanent change in the principal office location for a County employee is made, and the employee is no longer authorized to take a County vehicle home per policy, the supervising department head or elected official should request Commissioners Court approval to allow the employee to continue to take the vehicle home.

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## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Sponsor:

Commissioner Smith

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### Agenda Item:

Discussion and possible action authorizing the execution of an Interlocal Cooperation Contract between Hays County and the Department of Public Safety (DPS) related to expedited drug analysis of evidence submitted by Hays County. **SMITH**

### Summary:

Hays County's current contract with DPS for these services is expiring. The expedited drug analysis of evidence has proven beneficial to Hays County over the last 4 years. The term of the attached contract will run from February 17, 2025 through September 30, 2025, during which time the parties will work on a new, longer-term contract for future services. Historically, the County has shared the costs of this contract (pursuant to a case-submittal model) with the City of San Marcos, City of Kyle, and City of Buda. The County will be reaching out to the cities in an effort to continue the cost-sharing model.

### Fiscal Impact:

Amount Requested: \$64,957.41

Line Item Number: 001-618-00.5448

### Budget Office:

Source of Funds: General Fund/Municipality Cost Sharing Agreement

Budget Amendment Required Y/N?: N

Comments: Requires a new cost-sharing agreement with municipalities.

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Government Code, Chapter 791, Interlocal Cooperation Contracts

### Auditor's Office:

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

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## Attachments

ILA - DPS Expedited Drug Analysis



## **INTERLOCAL COOPERATION CONTRACT**

### **I. CONTRACTING PARTIES AND AUTHORITY**

The Department of Public Safety (DPS) and Hays (County) are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has authority to contract by the authority granted in Texas Government Code Chapter 411.

County certifies that it has the authority to contract for the services by authority granted in Local Government Code Chapter 262(County Purchasing Act), and Texas Code of Criminal Procedure art. 2.17.

### **II. BACKGROUND AND PURPOSE**

County has a need for assistance in testing of Seized Drug evidence and requests that DPS provide Seized Drug analysis of evidence submitted by County.

DPS has the ability to assist in this regard and agrees to provide this Seized Drug analysis of evidence submitted by County.

### **III. STATEMENT OF SERVICES**

DPS will perform or understands the following.

- A. The DPS Crime Laboratory will analyze evidence submitted by County requesting Seized Drug analysis.
- B. DPS will assign full time equivalent (FTE) services to perform analysis under this Contract, at its discretion. The FTE will be a DPS employee.
- C. During the Contract period, DPS will attempt to complete cases submitted with two items or less within 30 calendar days. Additional requests, such as more than two items, or friction ridge development, will typically result in a longer turn-around time.
- D. At its discretion, DPS will assign the FTE other work after the monthly contract amounts are tested under this Contract. Case submissions will not exceed 70 cases per month, or 182 items tested, whichever is reached first under this Contract. Once Contract totals are reached, items will be processed in the same manner as case submissions from other sources not having an Interlocal Cooperation Contract with DPS.

County will perform or understands the following.

- A. County understands that DPS is solely responsible for the employment and management of the DPS personnel. County understands that it will have no input into DPS's decisions regarding management or work of DPS personnel.

- B. County will continue to follow all laboratory policies and procedures outlined in DPS's Laboratory Customer's Handbook, unless otherwise noted.
- C. County will ensure that a valid subpoena is issued to any DPS laboratory analyst needed for court testimony with at least two weeks' prior notice when available.
- D. County is not responsible for paying any testimony fees for judicial proceedings in connection with services provided by this Contract. If testimony is required by former or retired DPS employees, DPS is not responsible for the associated travel costs; the County may be responsible for per diem including travel expenses.
- E. Cases submitted to DPS through this Contract will not be outsourced to a lab outside of the DPS Laboratory System for analysis while this Contract is in effect.
- F. County understands that DPS cannot compel testimony of former or retired employees who provided work under the contract. However, it understands that if testimony is needed for a case previously worked by a former or retired employee, it will work with the appropriate entity to:
  - a. Evaluate whether a peer review affidavit by a current employee can serve in place of testimony.
  - b. Encourage the use of video testimony as authorized by statute.
  - c. Submit the evidence for re-analysis only using the current Expedite Analysis/Re-analysis Request form after all other options have been exhausted. Cases requiring re-analysis will not count toward the monthly number of cases submitted or items tested.

#### **IV. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS**

The total amount of this contract will not exceed \$64,957.41. This amount is intended to cover the actual cost of DPS's skilled labor to fulfill this Contract during its business hours and it includes salary, equipment, and operational costs (see Exhibit A). County will remit to DPS by check all costs for performing the services as identified.

#### **V. TERM OF CONTRACT AND AMENDMENTS**

This Contract is effective on February 17, 2025, and will terminate on September 30, 2025, or upon written request of either party with 30 calendar days' written notice, whichever occurs earlier. This Contract may only be amended by mutual written agreement of the parties.

#### **VI. NOTICE**

The respective party will provide any required notice as noted in this section. Either party may change its information in this section by giving the other party written notice and the date upon which the change will become effective.

If to DPS:  
Brady Mills, Chief,  
Crime Laboratory Division,  
5800 Guadalupe,  
Austin TX 78752.  
Email: [brady.mills@dps.texas.gov](mailto:brady.mills@dps.texas.gov).  
Phone: 512-424-7151.

If to County:  
Ruben Becerra, County Judge,  
Hays County,  
111 E. San Antonio St., Suite 300,  
San Marcos, TX 78666.  
Email: [judge.becerra@co.hays.tx.us](mailto:judge.becerra@co.hays.tx.us)  
Phone: 512-393-2205.

Jordan Powell, Civil First Assistant,  
Hays County,  
111 E. San Antonio St., Suite 202,  
San Marcos, TX 78666.  
Email: [jordan.powell@hayscountytexas.gov](mailto:jordan.powell@hayscountytexas.gov)  
Phone: 512-393-2219.

## VII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each Party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

<b>Hays County</b> <b>Authorized Representative</b> <i>Ruben Becerra</i> <i>County Judge</i>	<b>Department of Public Safety of the State of Texas</b> <b>Authorized Representative</b> <i>Brady Mills</i> <i>Chief, Crime Laboratory Division</i>
<b>Signature of Authorized Representative</b> <b>Date:</b>	<b>Signature of Authorized Representative</b> <b>Date:</b>

EXHIBIT A		
		Year 1 (partial)
		2/17/25-9/30/25
<b>SALARY AND BENEFITS</b>		
Forensic Scientist salary	/mo.	\$ 5,458.91
<i>SALARY SUBTOTAL</i>	/yr.	\$ 40,941.83
Benefits	/yr.	\$ 14,329.64
<i>SALARY AND BENEFITS TOTAL</i>	/yr.	\$ 55,271.46
<b>OPERATING</b>		
Operating and equipment	/yr.	\$ 7,353.68
Training	/yr.	\$ 500.00
Licensing fee	/yr.	\$ 266.64
<i>OPERATING SUBTOTAL</i>	/yr.	\$ 8,120.32
Administrative fees (2.5%)	/yr.	\$ 1,565.63
<i>OPERATING TOTAL</i>	/yr.	\$ 9,685.94
<b>ANNUAL TOTAL</b>		\$ 64,957.41
<b>CONTRACT TOTAL</b>		\$ 64,957.41

**Hays County Commissioners Court**

Date: 02/25/2025

Requested By:

Shari Miller, Human Resources Director

Sponsor:

Commissioner Cohen

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**Agenda Item:**

Discussion and possible action to authorize the Human Resources Office to double-fill the Human Resources Director position for a 1-month period, effective March 3rd through March 31st. **COHEN/MILLER**

**Summary:**

The current HR Director is scheduled to retire on March 31st with the new director onboarding on March 3rd. A request to double-fill for a one-month period is requested in order to assist in the transition to new leadership.

**Fiscal Impact:**

Amount Requested: \$11,000.00

Line Item Number: 001-677-00]

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Overall savings for new director transition.

HR Director Double Fill	HR Director April to Sept
109,488 Salary, step 2	138,696 Current Director
22,511 Fringe	109,488 New Director
131,999 Total Annual Cost	(29,208) Salary Savings
11,000 1 Month Double Fill	(6,005) Fringe
	(35,213) Annual Savings
	(17,607) FY25 Savings
	(\$6,607) - Total Overall Savings

**Purchasing Office:**

Purchasing Guidelines Followed Y/N?: N/A

Comments:

**Auditor's Office**

G/L Account Validated Y/N?: Yes, Salaries and Fringe Expenses

New Revenue Y/N?: N/A

Comments:

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**Hays County Commissioners Court**

Date: 02/25/2025

Requested By:

Jason Facundo, Judicial Services Director

Sponsor:

Commissioner Ingalsbe

**Agenda Item:**

Discussion and possible action to establish one new Judicial Services Officer I/Family Liaison position grade 117 for the Juvenile Services Division effective March 1, 2025 and amend the budget accordingly. **INGALSBE/FACUNDO**

**Summary:**

During the FY 2025 budget process, the Commissioners Court set aside funding to establish a Family Liaison position. This position will assist the courts with pretrial release determinations as well as serve as a liaison to governmental agencies, community organizations, the public, and family and friends concerning inmates in the Hays County Jail. Funding for salary, benefits, and equipment needed will be moved to the Judicial Services budget.

**Fiscal Impact:**

Amount Requested: \$43,052

Line Item Number: 001-608-20]

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Funds for position were set aside in County Wide during the annual budget process and will be moved to the department's operating budget.

Family Liaison, Grade 117	Budget Amendment		
46,378 Base Salary	27,054	001-608-20.5021	Increase Staff Salaries
9,633 Fringe	1,677	001-608-20.5101_100	Increase FICA
12,370 Insurances	392	001-608-20.5101_200	Increase Medicare
68,381 Total Salary/Fringe	3,550	001-608-20.5101_300	Increase Retirement
39,889 FY25 (eff 3/1/25)	6,941	001-608-20.5160_400	Increase Medical Insurance
1,909 Surface Pro	236	001-608-20.5160_500	Increase Dental Insurance
346 Surface Pro Supplies	39	001-608-20.5160_600	Increase Life Insurance
638 Monitors	984	001-608-20.5202	Increase Data Supplies
86 Telephone License	86	001-608-20.5488	Increase Telephone License
184 Telephone	184	001-608-20.5489	Increase Telephone Expense
43,052 Total FY25 Request	1,909	001-608-20.5712_400	Increase Computer Eqpt_Ops
	(43,052)	001-645-00.5091	Decrease Co-Wide Salary Adjustments

**Purchasing Office:**

Purchasing Guidelines Followed Y/N?: TBD

Comments: equipment purchases must follow the purchasing policy

**Auditor's Office**

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



AGENDA ITEM REQUEST FORM: J. 9.

## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Johnathan Blanco, Budget Officer

Sponsor:

Judge Becerra

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### Agenda Item

Discussion and possible action to review and approve a preliminary Hays County budget calendar for Fiscal Year 2026. **BECERRA/BLANCO**

### Summary

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### Attachments

FY 2026 Budget Calendar



## Hays County FY 2026 Budget Calendar

March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						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					

April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		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			

May						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				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

June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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					

July						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		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		

August						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					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						

September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	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				

MARCH 2025	
March 3rd	Budget notification sent to all departments
APRIL 2025	
April 14th	Department deadline for entering Requested Budget into NWS financial software
April 14th - May 23rd	Budget Office will review all department requests, import all salary data and create personnel and capital equipment schedules
MAY - JUNE 2025	
May 23rd	Notification sent to County Judge and Commissioners that requested budgets are completed
May 23rd - July 24th	Budget Office prepares recommended budget and meets with court members and department heads as needed
JULY 2025	
July 25th	Chief appraiser certifies approved appraisal roll
July 29th	Budget Office presents recommended budget to Commissioners Court and files a copy with the County Clerk and on website
AUGUST 2025	
August 5th	Budget workshop - 11:00 a.m. Commissioners Court
August 9th	Public Notice for Public Hearing on Proposed Budget (at least 10 days but no more than 30 days before public hearing)
August 12th	Budget workshop - 11:00 a.m. Commissioners Court
August 19th	Budget workshop - 11:00 a.m. Commissioners Court 1:00 p.m. Public Hearing on Proposed Budget, Vote on proposed tax rate and proposed budget; schedule public hearings on the tax rate and budget (prior to Sept 1)
August 25th	Publish notice of public hearings on tax increase (if needed); budget notices emailed to Elected Officials'; Publish Elected Officials' salaries and summary of budget; Publish notice of hearing on budget (by Sept 1 or 30 days after certified values are received)
SEPTEMBER 2025	
September 2nd	1:00 p.m. Public hearing on tax rate (at least 7 days after public notice)
September 16th	1:00 p.m. Public Hearing on the FY 2026 Budget
	Set salaries of Elected Officials
	Adopt budget after making final changes
	Set tax rate and levy taxes (at least 3 days but no more than 14 days after tax rate public hearing)
September 30th	File final approved budget with County Clerk





## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Elaine Brown

Sponsor:

Commissioner Cohen

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### Agenda Item:

Discussion and possible action to execute a contract for the County Court at Law Mental Health Specialty Court Program with Philip Carolina M.Ed., QMHP, QMRP, ABA, VRC to provide Disability and Benefit Navigation services.

COHEN/BROWN

### Summary:

The County Court at Law Mental Health Specialty Court is requesting this contract with Philip Carolina M.Ed., QMHP, QMRP, ABA, VRC to provide Disability and Benefit Navigation services. Philip Carolina will, whenever clinically appropriate, utilize a Coordination/Consultative approach to assist in acquiring benefits such as, but not limited to, Title benefits from Social Security, Medicaid, Insurance, and Food Stamps. In addition, Philip Carolina will assist with significant housing needs, either urgent or emergent, and is not part of routine case management needs.

### Fiscal Impact:

Amount Requested: \$5,000.00

Line Item Number: 001-612-22.5448

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: N

Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Obtained three proposals for these services

### 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) Philip Carolina Contract

## **Contract for Disability Advocate and Benefits Navigator**

Between

Hays County, Texas

And

Philip Carolina M.Ed., QMHP, QMRP, ABA, VRC

**Contract Effective Date: February 25<sup>th</sup>, 2025**

Hays County, a political subdivision of the State of Texas, hereby referred to as the “County” enters a Contract with Philip Carolina M.Ed., QMHP, QMRP, ABA, VRC, hereinafter called “Philip Carolina”, “Disability Advocate”, or “Benefits Navigator”. The purpose of this Contract is to establish a collaborative contractual relationship for providing mental health services and social services for adults participating in the Hay County Mental Health Court Program, hereby referred to as “MHC”.

### **COLLABORATION:**

The County and Philip Carolina are committed to providing the highest quality behavioral health services. The County and Philip Carolina agree to develop this contractual relationship in a manner that promotes communication, mutual trust and respect with the goal of benefiting the clients they each serve. The County and Philip Carolina will strive to resolve problems at the clinical level, ensuring that decisions can be made quickly and appropriately. Philip Carolina will, whenever clinically appropriate, utilize a Coordination/Consultative approach to assist in acquiring benefits such as, but not limited to Title benefits from Social Security, Medicaid, Insurance, and Food Stamps. In addition, Philip Carolina will assist with significant housing needs either urgent or emergent and is not part of routine case management needs.

### **CONDITIONS PERTAINING TO ADVOCACY and NAVIGATOR SERVICES:**

1. Philip Carolina will provide an assessment to determine the likelihood, and timeline of acquiring Title benefits for all referrals. If there is a low chance of fitting the definition of disabled according to the Americans with Disabilities Act, the Disability Advocate/ Benefits Navigator will inform the court.
2. Philip Carolina will request a signed release of information that will allow clinicians to reach out to program staff in the event of change in treatment plan.
3. Philip Carolina will apply anyone who is referred to him in need of Social Security Administration benefits but may decline a client who after collaboration may not pass the definition of disability.
4. If the determination is not in favor, an appeal will automatically be completed and is included in the \$75 an hour rate.
5. Philip Carolina and the County will coordinate and agree on keeping track of hours and progress as needed. Timelines will be given to the court for visual representation.
6. Philip Carolina will NOT bill Case Management for benefit acquisition, as those services are reserved for Agencies who do not provide services that Philip Carolina can provide. In other words, Philip Carolina will not “double bill” if he is working with other agencies that are providers to the court.
7. Philip Carolina services as Disability Advocate or Benefit Navigator are for any MHC participant that the court deems fit.

### **PAYMENT FOR ADVOCACY/NAVIGATION SERVICES:**

1. The County will complete a financial assessment with the program participant to assess if they have the ability to pay.

2. If the program participant does have the ability to pay out of pocket for the services, then the County will provide the financial support to cover the full cost of services that the program participant needs.
3. Philip Carolina will invoice monthly for all services by the tenth (10th) calendar day of the month. Invoices will be net 30 days.
4. Payments will not exceed **\$5,000** during the contract period.
5. As indicated, MHC will issue an IRS form 1099.
6. Philip Carolina reserves the right to terminate services if payment is not received within 30 calendar days of invoice date.
7. Philip Carolina will charge the \$75/hour for services provided.

**SUPPLEMENTAL TERMS AND CONDITIONS:**

1. The County and Philip Carolina agree to explore in good faith all evident supplemental terms and conditions which may be of benefit to the clients, family members, and the communities served by the County and Philip Carolina
2. The County and Philip Carolina agree to maintain all appropriate and applicable licenses required to perform the work as stated in this Contract
3. During the performance of this Contract, the County and Philip Carolina agree that they shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, Vietnam era or disabled veteran status, presence of HIV/AIDS or AIDS-related illnesses, or the presence of any sensory, mental or physical handicap or genetic information. The County and Philip Carolina further agree that they shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination.
4. Philip Carolina agrees to notify the County in writing within three (3) calendar days if a task is unable to be completed for any reason. The County and Philip Carolina further agree that they will notify the other if any other situation occurs which will materially affect their ability to carry out their duties and obligations under this Contract.
5. Philip Carolina Shall have all clients sign a "Release of Liability" which is an understanding that Philip Carolina cannot control the outcome of the application.
6. This Agreement may be subject to funding or reimbursement from one or more federal programs. Accordingly, to the extent required by OMB Circular A-102 (Grants and cooperative agreements with state and local governments) or other federal law or regulation, PHILIP CAROLINA will comply with all applicable regulations as listed in Appendix "A"- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
7. Philip Carolina may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Certification and registration required as outlined on page 10.

**INSURANCE REQUIREMENTS:**

1. Philip Carolina shall maintain for the duration of this Contract, insurance (as specified in subparagraph d. of this Section) against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance or work hereunder by Philip Carolina, their agents, representatives, employees, and/or subcontractors. Philip Carolina shall be responsible for any deductibles stated in the policy.

2. Philip Carolina shall provide a copy of the current Certificate of Liability Insurance to the County within seven (7) days of the contract execution and any new policy date to the addresses listed in the Notices section below.
3. Coverage (as specified in subparagraph d. of this Section) shall be at least as broad as:
  - a. General Liability: COMMERCIAL GENERAL LIABILITY
  - b. Professional liability, Errors, and Omissions Coverage: In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided.
  - c. For the purpose of this Contract section, "Professional Services" shall mean any services provided by a licensed professional.
  - d. Minimum Limits of Insurance: Professional Liability, Errors, and Omissions: \$1,000,000/\$3,000,000.

**NOTICES:**

1. All notices by Philip Carolina under or regarding this Agreement shall be provided in writing to the County at the following addresses:

Hays County, Criminal District Attorney, Civil Division  
Attn: Jordan Powell  
111 E. San Antonio Street, Ste. 202  
San Marcos, TX 78666  
[Jordan.powell@hayscountytexas.gov](mailto:Jordan.powell@hayscountytexas.gov)

With copy to:  
Hays County Purchasing Office  
Attn: Stephanie Hunt  
712 S. Stagecoach Trail, Ste. 1012  
San Marcos, TX 78666  
[Stephanie.hunt@hayscountytexas.gov](mailto:Stephanie.hunt@hayscountytexas.gov)

Hays County Mental Health Court Division  
Attn: Kaimi Mattila  
712 S. Stagecoach Trail, Ste. 1204  
San Marcos, TX 78666  
[Kaimi.mattila@hayscountytexas.gov](mailto:Kaimi.mattila@hayscountytexas.gov)

2. All notices issued by the County under or regarding this Agreement shall be provided in writing to Philip Carolina at its primary place of business at the following address:

Philip Carolina M.Ed., QMHP, QMRP, ABA, VRC  
10050 Great Hills Trail, #1105  
Austin, TX 78759  
[phoenixcam3@yahoo.com](mailto:phoenixcam3@yahoo.com)



3. Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact and copies to all additional contacts, at any of the designated addresses cited above.

**TERM OF THE AGREEMENT:**

1. The period of performance of this agreement shall be from February 25, 2025 – September 30, 2025, with the option to renew annually for additional one-year terms, unless Philip Carolina or the County gives thirty (30) days or more advance written notice of intent to not renew.

**AMENDMENT:**

1. This contract may be amended through the mutual agreement of Philip Carolina and the County. Either organization may initiate a proposed amendment.
2. All agreed upon amendments shall be communicated in writing and will become effective thirty (30) days after receipt or such date as agreed upon by both the County and Philip Carolina.

**TERMINATION:**

1. It is the intention of Philip Carolina and the County to make all reasonable efforts to successfully comply with the terms of this Contract. Whenever possible Philip Carolina and the County will have thirty (30) days to remedy any situation that is found by either party to not be in accordance with this Contract.
2. This Contract may be terminated without cause by either party providing the other party is given thirty (30) days advance written notice of the termination.
3. Philip Carolina and the County shall each have the right to terminate this Contract immediately upon the occurrence of any of the following events:
  - a. Philip Carolina or the County commits a breach of this Contract.

**GOVERNING LAW AND ORDER OF PRECEDENCE:**

1. This Contract shall be governed by the laws of the State of Texas. Venue for any case or controversy arising from or in connection with this Contract shall lie in a court of competent jurisdiction in Hays County, Texas or in the United States District Court for the Western District of Texas – Austin Division, if applicable.
2. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: Applicable Federal Statutes and Regulations; Texas State Statutes and Regulations; Express Terms of this Contract; Exhibits of this Contract.

If any provision of this Contract is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, unless the provisions held invalid or unenforceable shall substantially impair the benefits of the remaining portions of this Contract.

**ENTIRE CONTRACT:**

1. This Contract and the documents attached hereto and herein referenced, as duly modified from time to time, contain the entire Contract.
2. None of the provisions of this Contract are intended or deemed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Contract. Neither of the parties hereto, nor

any of their respective employees, shall be construed to be the agent, employer, representative, or joint venture of the other.

3. In witness whereof, the parties hereto have executed this Contract as of the Effective Date.

Signature (Philip Carolina M.Ed., QMHP, QMRP, ABA, VRC): 

Print Name: Philip Carolina

Title: Contractor/Provider Date: 2/19/25

Signature (Hays County): \_\_\_\_\_

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

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

## Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, 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.

(B) 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 effected and the basis for settlement.

(C) 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.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). 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 Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages 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. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) 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.

(F) 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.

(G) Clean Air Act (42 U.S.C. 7401-7671g.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - 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 Clean Air Act (42 U.S.C. 7401-7671g) and 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) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 covered by 31 U.S.C. 1352. 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.

(J) Procurement of recovered materials (§ 200.323) - 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.

(K) Prohibition on certain telecommunications and video surveillance services or equipment  
(\$200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

(L) (§ 200.322) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

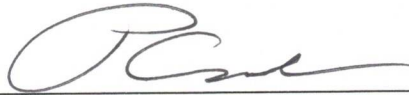
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

Philip Carolina

Respondent's Tax ID: \_\_\_\_\_

088-64-7455

Telephone: \_\_\_\_\_

562-680-2781

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.

## System for Award Management (SAM.gov)

Vendor 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.

Authorized Signature: 

Printed Name and Title: Philip Carolina Contractor / Provider

Respondent's Tax ID: 08864-7455 Telephone: 512-680-2781

Entity DUNS Number: \_\_\_\_\_ SAM.gov Unique Entity ID: \_\_\_\_\_

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: 02/25/2025

Requested By:

Elaine Brown

Sponsor:

Commissioner Cohen

Co-Sponsor:

Commissioner Ingalsbe

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### Agenda Item:

Discussion and possible action to execute a Memorandum of Understanding for the Hays County Mental Health Specialty Court Assisted Outpatient Treatment (AOT) Program with Texas Oaks Psychiatric Hospital, LP dba Austin Oaks Hospital, Deblin Health Concepts & Associates, LLC, Evoke Wellness, and Philip Carolina, M.Ed., QMHP, QMRP, ABA, VRC. **COHEN/INGALSBE/BROWN**

### Summary:

On January 21, 2025, the Commissioners Court approved the execution of contracts with Texas Oaks Psychiatric Hospital, LP dba Austin Oaks Hospital, Deblin Health Concepts & Associates, LLC, and Evoke Wellness, pursuant to the Assisted Outpatient Treatment Program approved through the awarded grant from the Substance Abuse and Mental Health Services Administration (SAMHSA) on October 1, 2024. SAMHSA is requesting a Memorandum of Understanding (MOU) be executed instead of a contract.

The Hays County Mental Health Specialty Court is requesting the addition of a MOU with Philip Carolina, M.Ed., QMHP, QMRP, ABA, VRC to provide disability and benefit navigation services for participants in the AOT program.

### Fiscal Impact:

Amount Requested: \$120,000.00

Line Item Number: 001-612-99-219.5448

### Budget Office:

Source of Funds: Substance Abuse and Mental Health Services Administration (SAMHSA) Grant

Budget Amendment Required Y/N?: N

Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Philip Carolina, M.Ed., QMHP, QMRP, ABA, VRC (3 proposals received)

Chapter 2254 - Professional Services:

Texas Oaks Psychiatric Hospital, LP dba Austin Oaks Hospital

Deblin Health Concepts & Associates, LLC

Evoke Wellness

### 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

Austin Oaks Hospital - MOU

Deblin Health Concepts - MOU

(PE) Evoke Wellness - MOU

(PE) Philip Carolina - MOU

# MEMORANDUM OF UNDERSTANDING

Between  
Hays County, Texas  
And  
Texas Oaks Psychiatric Hospital, LP dba Austin Oaks Hospital

## I. PURPOSE AND SCOPE

This Memorandum of Understanding (MOU) is entered into by and between Hays County, Texas, hereinafter called “County” and Texas Oaks Psychiatric Hospital, LP dba Austin Oaks Hospital, hereinafter called “AOH”. The County and AOH may be referred to individually as a “Party” and collectively as the “Parties”.

This MOU establishes the Parties’ roles and responsibilities for providing mental health services and substance use treatments for adults participating in the Hays County Assisted Outpatient Treatment Program, hereinafter called “HC AOT”.

## II. RESPONSIBILITIES OF THE PARTIES

### County Responsibilities:

- A. The County will complete a financial assessment with the program participant to assess if they have insurance and the ability to pay.
- B. If the program participant does have insurance accepted by AOH, the program participant will be required to use that insurance to cover the cost.
- C. If the program participant:
  1. does not have insurance;
  2. has insurance but cannot pay the copay; or
  3. does not have the ability to pay out of pocket for treatment, then the County will provide the financial support to cover the co-pay or full cost of treatment (whichever is applicable) that the program participant needs to comply with the requirements of the program, see *Exhibit “A”* for fee schedule.

### Evoke Wellness Responsibilities:

- A. For clients referred to AOH and upon meeting criteria for admission to the Intensive Outpatient Program (IOP) or Partial Hospitalization Program (PHP) programming, clinicians will provide clinical biopsychosocial assessment, creation of a comprehensive treatment plan, group, and individual counseling services, as well as such other services typically include in IOP and PHP programming.
- B. For clients referred to AOH and upon meeting criteria for admission to Detox services, clinicians will provide clinical biopsychosocial assessment, creation of a comprehensive treatment plan, medical-assisted detox, as well as such other services typically included in a stay for medically managed detox services in a residential setting.
- C. AOH shall provide the services outlined above in accordance with (i) the same standard of care, skill and diligence customarily used by similar providers in the community in which such services are rendered, (ii) the requirements of applicable law, and (iii) in the same manner as provided to other non-AOH clients.

- D. AOH clinicians will request a signed release of information that will allow clinicians to reach out to program staff in the event of change in treatment.
- E. AOH clinicians reserve the right to refuse clinical services after a clinical assessment if the clinician, in their professional judgment feels that client:
  - 1. Would not benefit from clinical services
  - 2. Does not meet criteria
  - 3. Does not currently have capacity for progress in an individual therapeutic setting due to cognitive functioning and limitations and/or medical needs are beyond what the facility can manage
  - 4. Is in need of higher levels of Needs higher medication management as evidenced by unmanaged severe mental health symptoms impeding ability to engage in treatment
- F. AOH will bill for all sessions in accordance with the fee schedule attached to this MOU, ***Exhibit "A"***.
- G. AOH and Hays County Mental Health Court will share treatment plan records. AOH will share weekly to biweekly with the County and community mental health providers via phone or email updates of the program participants engagement in treatment and if progressing or regressing. The County will work with AOH to ensure appropriate authorizations are in place pursuant to HIPAA and 42 CFR Part 2 to enable such information sharing.
- H. HC AOT clients will be seen by a licensed clinician while engaged in AOH services who will hold one of the following licensures: LMFT, LPC, LMFT-A, LMSW, LCDC A/I or LPC-Associate. Any clinician who is currently licensed under supervision will also provide credentials of their clinical supervisor and agree to maintain supervision while providing services to HC AOT program participants.
- I. The County, HC AOT and AOH agree to explore in good faith all evident supplemental terms and conditions which may be of benefit to the clients, family members, and the communities served by HC AOT and AOH.
- J. The County, HC AOT and AOH agree to maintain all appropriate and applicable licenses required to perform the work as stated in this MOU.
- K. During the performance of this MOU, the County, HC AOT and AOH agree that they shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, Vietnam era or disabled veteran status, presence of HIV/AIDS or AIDS-related illnesses, or the presence of any sensory, mental or physical handicap or genetic information. The County, HC AOT and AOH further agree that they shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination.
- L. AOH agrees to notify the County in writing within three (3) calendar days if a clinician license is suspended, revoked, voluntarily relinquished, or subject to terms of probation or other restrictions. The County and AOH further agree that they will notify the other if any other situation occurs which will materially affect their ability to carry out their duties and obligations under this MOU.

### **III. FUNDING**

- A. This MOU is funded through a grant award from the Substance Abuse and Mental Health Services Administration (SAMHSA).



- B. Payments will not exceed **\$35,000** during the initial term of this MOU.
- C. Hays County will issue an IRS form 1099.
- D. AOH reserves the right to terminate services if payment is not received within 30 calendar days of invoice date.

#### **IV. TERM**

This MOU shall be effective upon signature of the County and AOH authorized officials. The period of performance of this agreement shall be from February 25, 2025 – September 30, 2025, with the option to renew annually for four additional one-year terms, unless AOH or the County gives thirty (30) days or more advance written notice of intent to not renew.

#### **V. ADMENDMENTS**

This MOU may be amended through a mutual agreement by both Parties. Either Party may initiate a proposed amendment. All agreed upon amendments shall be communicated in writing and will become effective thirty (30) days after receipt or such date as agreed upon by the Parties.

#### **VI. TERMINATION**

- A. It is the intention of the County and AOH to make all reasonable efforts to successfully comply with the terms of this MOU. Whenever possible the County and AOH will extend a thirty (30) day-time period to one another to remedy any situation that is found by either party to not be in accordance with this MOU.
- B. This MOU may be terminated without cause by either party providing the other party is given thirty (30) days advance written notice of the termination.
- C. The County and AOH shall each have the right to terminate this MOU immediately upon the occurrence of any of the following events:
  - The County or AOH commits a material breach of this MOU.

#### **VII. PRIMARY CONTACTS**

All communications between the Parties shall be made through the primary contacts to the maximum extent possible. The primary contacts are:

For Hays County:  
Jennifer Putman, PhD  
[Jennifer.putman@hayscountytx.gov](mailto:Jennifer.putman@hayscountytx.gov)  
512-757-9621

For AOH:  
Michael Lopez  
[michael.lopez@uhsinc.com](mailto:michael.lopez@uhsinc.com)  
512-440-4800

Each Party may change its Primary Contact by written notice to the other Party. In this instance written notice includes email.

#### **VIII. NOTICES**

All notices by AOH under or regarding this Agreement shall be provided in writing to the County at the following addresses:

Hays County, Criminal District Attorney, Civil Division  
Attn: Jordan Powell  
111 E. San Antonio Street, Ste. 202  
San Marcos, TX 78666  
[Jordan.powell@hayscountytexas.gov](mailto:Jordan.powell@hayscountytexas.gov)

With copy to:  
Hays County Purchasing Office  
Attn: Stephanie Hunt  
712 S. Stagecoach Trail, Ste. 1012  
San Marcos, TX 78666  
[Stephanie.hunt@hayscountytexas.gov](mailto:Stephanie.hunt@hayscountytexas.gov)

Hays County Court at Law 3  
Attn: Jennifer Putman  
712 S. Stagecoach Trail, Ste. 1204  
San Marcos, TX 78666  
[Jennifer.Putman@hayscountytexas.gov](mailto:Jennifer.Putman@hayscountytexas.gov)

All notices issued by the County under or regarding this Agreement shall be provided in writing to AOH at its primary place of business at the following address:

Texas Oaks Psychiatric Hospital, LP dba Austin Oaks Hospital  
1407 West Stassney Lane  
Austin, TX 78745  
[Michael.lopez@uhsinc.com](mailto:Michael.lopez@uhsinc.com)

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact and copies to all additional contacts, at any of the designated addresses cited above.

## **IX. INSURANCE**

- A. AOH shall maintain for the duration of this MOU, insurance (as specified in subparagraph 4. of this Section) against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance or work hereunder by AOH, their agents, representatives, employees, and/or subcontractors. AOH shall be responsible for any deductibles stated in the policy.
- B. AOH shall provide a copy of the current Certificate of Liability Insurance to the County within seven (7) days of the MOU execution and any new policy date to the addresses listed in the Notices section below.
- C. Coverage (as specified in subparagraph d. of this Section) shall be at least as broad as:
  - 1. General Liability: COMMERCIAL GENERAL LIABILITY



2. Professional liability, Errors, and Omissions Coverage: In the event that services delivered pursuant to this MOU either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided.
3. For the purpose of this MOU section, "Professional Services" shall mean any services provided by a licensed professional.
4. Minimum Limits of Insurance: Professional Liability, Errors, and Omissions: \$1,000,000/\$3,000,000.

**X. GOVERNING LAW AND VENUE**

This MOU shall be governed by the laws of the State of Texas. Venue for any case or controversy arising from or in connection with this MOU shall lie in a court of competent jurisdiction in Hays County, Texas or in the United States District Court for the Western District of Texas – Austin Division, if applicable.

**XI. ENTIRE AGREEMENT**

This MOU, including any exhibits, constitutes the entire agreement between the Parties with respect to its subject matter. This MOU shall not be modified except by a written amendment signed by both Parties.

By signing below, the Parties acknowledge that they have read the MOU and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this MOU on behalf of the named party.

**HAYS COUNTY, TEXAS**

**TEXAS OAKS PSYCHIATRIC HOSPITAL, LP  
dba AUSTIN OAKS HOSPITAL**

By: \_\_\_\_\_  
Signature of Authorized Official

By: \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

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

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

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(F) 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.

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(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 covered by [31 U.S.C. 1352](#). 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.

(J) Procurement of recovered materials (§ 200.323) - 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.

(K) Prohibition on certain telecommunications and video surveillance services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- (c) See [Public Law 115-232](#), section 889 for additional information.  
(d) See also [§ 200.471](#).

(L) (§ 200.322) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

Respondent’s Tax ID: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

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Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Respondent's Tax ID: \_\_\_\_\_ Telephone: \_\_\_\_\_

Entity DUNS Number: \_\_\_\_\_ SAM.gov Unique Entity ID: \_\_\_\_\_

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## EXHIBIT A

December 3, 2024

Re: Fee-for-Service Schedule for Inpatient and Outpatient Programs

Dear Kaimi Mattlia, LCSW-S,

Per your request, please find below the fee-for-service schedule for inpatient, partial hospitalization (PHP), and intensive outpatient programming (IOP) for clients enrolled in our programs.

- **Inpatient: \$800.00/per day**
- **PHP: \$300.00/per day**
- **IOP: \$175.00/per day**

These rates reflect the self-pay per-day fees for services provided at the following locations:

- **Branches San Marcos:**  
1330 Wonder World Drive, Suite 108, San Marcos, Texas 78666
- **Austin Oaks Hospital and Branches South:**  
1407 West Stassney Lane, Austin, Texas 78745
- **Branches Downtown Clinic:**  
1110 East 32nd Street, Austin, Texas 78722

*\*Please note that physician fees are excluded from these rates. While we do not have the exact figures for physician fees, claims typically show approximately \$150, though individual provider rates may vary.*

For reference:

- **Acute Inpatient Stabilization:** Average length of stay is between 7 to 10 days.
- **PHP and IOP Programs:** Duration is typically 2 to 3 weeks per program, with an average total of 4 to 6 weeks when step-down services are included.

Should you need any additional information or clarification, please do not hesitate to reach out.

Thank you,

Michael Lopez  
Director of Business Development  
Austin Oaks Hospital

# MEMORANDUM OF UNDERSTANDING

Between  
Hays County, Texas  
And  
Deblin Health Concepts & Associates, LLC

## I. PURPOSE AND SCOPE

This Memorandum of Understanding (MOU) is entered into by and between Hays County, Texas, hereinafter called “County” and Deblin Health Concepts & Associates, LLC, hereinafter called “DHC”. The County and DHC may be referred to individually as a “Party” and collectively as the “Parties”.

This MOU establishes the Parties’ roles and responsibilities for providing mental health services and substance use treatments for adults participating in the Hays County Assisted Outpatient Treatment Program, hereinafter called “HC AOT”.

## II. RESPONSIBILITIES OF THE PARTIES

### County Responsibilities:

- A. The County will complete a financial assessment with the program participant to assess if they have insurance and the ability to pay.
- B. If the program participant does have insurance accepted by DHC, the program participant will be required to use that insurance to cover the cost.
- C. If the program participant:
  - 1. does not have insurance;
  - 2. has insurance but cannot pay the copay; or
  - 3. does not have the ability to pay out of pocket for treatment, then the County will provide the financial support to cover the co-pay or full cost of treatment (whichever is applicable) that the program participant needs to comply with the requirements of the program, see *Exhibit “A”* for fee schedule.

### Evoke Wellness Responsibilities:

- A. DHC clinicians will provide a clinical assessment, creation of a comprehensive treatment plan, psychiatry, counseling, and individual case management services to participants of HC AOT that meet appropriate criteria for these services. The intensity and level of services needed are determined by the assessment completed by the DHC clinician with the client.
- B. DHC shall provide the services outlined above in accordance with (i) the same standard of care, skill and diligence customarily used by similar providers in the community in which such services are rendered, (ii) the requirements of applicable law, and (iii) in the same manner as provided to other non-DHC clients.
- C. DHC clinicians will request a signed release of information that will allow clinicians to reach out to program staff in the event of change in treatment.
- D. DHC clinicians reserve the right to refuse clinical services after a clinical assessment if the clinician, in their professional judgment feels that client:
  - 1. Would not benefit from clinical services



2. Does not currently have capacity for progress in an individual therapeutic setting
  3. Is in need of higher levels of behavioral health care, such as Intensive Outpatient Program (IOP), Partial Hospitalization Program (PHP), or medication stabilization.
- E. DHC will bill for all sessions in accordance with the fee schedule attached to this MOU, ***Exhibit "A"***.
- F. DHC and Hays County Mental Health Court will share treatment plan records. DHC will share weekly to biweekly with the County and community mental health providers via phone or email updates of the program participants engagement in treatment and if progressing or regressing. The County will work with DHC to ensure appropriate authorizations are in place pursuant to HIPAA and 42 CFR Part 2 to enable such information sharing.
- G. HC AOT clients will be seen by a licensed clinician while engaged in DHC services who will hold one of the following licensures: LMFT, LPC, LMFT-A, LMSW, LCDC A/I or LPC-Associate. Any clinician who is currently licensed under supervision will also provide credentials of their clinical supervisor and agree to maintain supervision while providing services to HC AOT program participants.
- H. The County, HC AOT, and DHC agree to explore in good faith all evident supplemental terms and conditions which may be of benefit to the clients, family members, and the communities served by HC AOT and DHC.
- I. The County, HC AOT, and DHC agree to maintain all appropriate and applicable licenses required to perform the work as stated in this MOU.
- J. During the performance of this MOU, the County, HC AOT and DHC agree that they shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, Vietnam era or disabled veteran status, presence of HIV/AIDS or AIDS-related illnesses, or the presence of any sensory, mental or physical handicap or genetic information. The County, HC AOT and DHC further agree that they shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination.
- K. DHC agrees to notify the County in writing within three (3) calendar days if a clinician license is suspended, revoked, voluntarily relinquished, or subject to terms of probation or other restrictions. The County and DHC further agree that they will notify the other if any other situation occurs which will materially affect their ability to carry out their duties and obligations under this MOU.

### **III. FUNDING**

- A. This MOU is funded through a grant award from the Substance Abuse and Mental Health Services Administration (SAMHSA).
- B. Payments will not exceed **\$65,000** during the initial term of this MOU.
- C. Hays County will issue an IRS form 1099.
- D. DHC reserves the right to terminate services if payment is not received within 30 calendar days of invoice date.

### **IV. TERM**

This MOU shall be effective upon signature of the County and DHC authorized officials. The period of performance of this agreement shall be from February 25, 2025 – September 30,

2025, with the option to renew annually for four additional one-year terms, unless DHC or the County gives thirty (30) days or more advance written notice of intent to not renew.

**V. ADMENDMENTS**

This MOU may be amended through a mutual agreement by both Parties. Either Party may initiate a proposed amendment. All agreed upon amendments shall be communicated in writing and will become effective thirty (30) days after receipt or such date as agreed upon by the Parties.

**VI. TERMINATION**

- A. It is the intention of the County and DHC to make all reasonable efforts to successfully comply with the terms of this MOU. Whenever possible the County and DHC will extend a thirty (30) day-time period to one another to remedy any situation that is found by either party to not be in accordance with this MOU.
- B. This MOU may be terminated without cause by either party providing the other party is given thirty (30) days advance written notice of the termination.
- C. The County and DHC shall each have the right to terminate this MOU immediately upon the occurrence of any of the following events:
  - The County or DHC commits a material breach of this MOU.

**VII. PRIMARY CONTACTS**

All communications between the Parties shall be made through the primary contacts to the maximum extent possible. The primary contacts are:

For Hays County:  
Jennifer Putman, PhD  
[Jennifer.putman@hayscountytexas.gov](mailto:Jennifer.putman@hayscountytexas.gov)  
512-757-9621

For Evoke Wellness:  
Gary Bass  
[gbass@deblinhaelthconcepts.com](mailto:gbass@deblinhaelthconcepts.com)  
713-686-9194

Each Party may change its Primary Contact by written notice to the other Party. In this instance written notice includes email.

**VIII. NOTICES**

All notices by DHC under or regarding this Agreement shall be provided in writing to the County at the following addresses:

Hays County, Criminal District Attorney, Civil Division  
Attn: Jordan Powell  
111 E. San Antonio Street, Ste. 202  
San Marcos, TX 78666  
[Jordan.powell@hayscountytexas.gov](mailto:Jordan.powell@hayscountytexas.gov)

With copy to:  
Hays County Purchasing Office

Attn: Stephanie Hunt  
712 S. Stagecoach Trail, Ste. 1012  
San Marcos, TX 78666  
[Stephanie.hunt@hayscountytexas.gov](mailto:Stephanie.hunt@hayscountytexas.gov)

Hays County Court at Law 3  
Attn: Jennifer Putman  
712 S. Stagecoach Trail, Ste. 1204  
San Marcos, TX 78666  
[Jennifer.Putman@hayscountytexas.gov](mailto:Jennifer.Putman@hayscountytexas.gov)

All notices issued by the County under or regarding this Agreement shall be provided in writing to DHC at its primary place of business at the following address:

Deblin Health Concepts & Associates, LLC  
1214 N. Post Road, Ste. 100  
Houston, TX 7055  
[gbass@deblinhealthconcepts.com](mailto:gbass@deblinhealthconcepts.com)

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact and copies to all additional contacts, at any of the designated addresses cited above.

## **IX. INSURANCE**

- A. DHC shall maintain for the duration of this MOU, insurance (as specified in subparagraph 4. of this Section) against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance or work hereunder by DHC, their agents, representatives, employees, and/or subcontractors. DHC shall be responsible for any deductibles stated in the policy.
- B. DHC shall provide a copy of the current Certificate of Liability Insurance to the County within seven (7) days of the MOU execution and any new policy date to the addresses listed in the Notices section below.
- C. Coverage (as specified in subparagraph d. of this Section) shall be at least as broad as:
  - 1. General Liability: COMMERCIAL GENERAL LIABILITY
  - 2. Professional liability, Errors, and Omissions Coverage: In the event that services delivered pursuant to this MOU either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided.
  - 3. For the purpose of this MOU section, "Professional Services" shall mean any services provided by a licensed professional.
  - 4. Minimum Limits of Insurance: Professional Liability, Errors, and Omissions: \$1,000,000/\$3,000,000.

**X. GOVERNING LAW AND VENUE**

This MOU shall be governed by the laws of the State of Texas. Venue for any case or controversy arising from or in connection with this MOU shall lie in a court of competent jurisdiction in Hays County, Texas or in the United States District Court for the Western District of Texas – Austin Division, if applicable.

**XI. ENTIRE AGREEMENT**

This MOU, including any exhibits, constitutes the entire agreement between the Parties with respect to its subject matter. This MOU shall not be modified except by a written amendment signed by both Parties.

By signing below, the Parties acknowledge that they have read the MOU and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this MOU on behalf of the named party.

**HAYS COUNTY, TEXAS**

**DEBLIN HEALTH CONCEPTS &  
ASSOCIATES, LLC**

By: \_\_\_\_\_  
Signature of Authorized Official

By: \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

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

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

## Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, 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.

(B) 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 effected and the basis for settlement.

(C) 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.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). 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 Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages 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. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) 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.

(F) 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.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - 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 Clean Air Act ([42 U.S.C. 7401-7671q](#)) and 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) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in

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(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

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(d) See also [§ 200.471](#).

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(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

Respondent’s Tax ID: \_\_\_\_\_ Telephone: \_\_\_\_\_

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



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Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Respondent's Tax ID: \_\_\_\_\_ Telephone: \_\_\_\_\_

Entity DUNS Number: \_\_\_\_\_ SAM.gov Unique Entity ID: \_\_\_\_\_

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.

# EXHIBIT A

Deblin Health Concepts & Associates, LLC

Private Pay Rates and CPT Codes for Hays Fee Schedule for AOP Mental Health Court

Effective 10-1-2024 updated on 1/17/2025

Codes	Type of service (Adult)	Frequency	Private pay cost to client
90791	Assessment	Per visit	\$96.55adult / \$101.39 Child
90791	Assessment In home	Per visit	\$96.55adult / \$101.39 Child
90832	Ind therapy 16 -37	Per visit	\$41.27 adult / \$43.81Child
90832	Ind therapy 16-37 In home	Per visit	\$41.27 adult / \$43.81Child
90834	Ind therapy 38 - 52	per visit	\$55.38 adult / \$58.16 Child
90834	Ind therapy 38 - 52 In home	per visit	\$55.38 adult / \$58.16 Child
90837	Ind therapy 53+	per visit	\$81.77 adult / \$85.86 Child
90847	Family therapy	Per visit	\$55.01adult / \$57.76 Child
90847	Family therapy in home	Per visit	\$55.01adult / \$57.76 Child
H2014	Discharge planning	Per 15 minutes	\$25.02 Adult and Child
H2017	Case management	Per 15 minutes	\$26.93 Adult and Child
T1017	Targeted CM	Per 15 minutes	\$19.83 adult / \$31.69 Child
H2017 HQ	Groups	Per 15 minutes	\$5.39
H2011	Crisis visits	Per 15 minutes	\$36.89
H0034	Med management and support	Per 15 minutes	\$13.53 Adult and Child
H2012	Day Acute	Per 15 minutes	\$24.32
99202	Med Management 15-25 Mins	Per Visit	\$36.00
99203	Med Management 30-44 Mins	Per Visit	\$50.00
99204	Med Management 45-59 Mins	Per Visit	\$72.00
99205	Med Management 60 Mins	Per Visit	\$98.00
99212	Med Management 10-14 Mins	Per Visit	\$22.00
99213	Med Management 25-40 Mins	Per Visit	\$33.00
99214	Med Management 40 Mins Plus	Per Visit	\$54.75
99215	Med Management 40 Mins Plus	Per Visit	\$68.00
96372	Tele Medicine	Per Injection	\$19.48
Q3014	Tele Medicine	Per Visit	\$20.00
90853	Group Psychotherapy	Per Visit	\$17.00
90785	Interactive Complexity Add on code	Per Visit	\$10.66
90849	Multi Family Group Psych	Per Visit	\$32.49
LEVEL OF FLAT RATES/ EXCEPTIONS			
Codes	Service Description	Frequency	Rate
HL3-4	Flat Rate: Level of Care 3-4	Monthly	\$600.00
HL1-2	Flat Rate: Level of Care 1-2	Monthly	\$400.00
Rates	. Includes all services (e.g. medication management, therapy, case management, groups)	Per service listed	Client's will be billed the lower of the fee for service rate or the Flat Rate

# MEMORANDUM OF UNDERSTANDING

Between  
Hays County, Texas  
And  
Evoke Wellness

## I. PURPOSE AND SCOPE

This Memorandum of Understanding (MOU) is entered into by and between Hays County, Texas, hereinafter called “County” and Evoke Wellness, hereinafter called “EW”. The County and EW may be referred to individually as a “Party” and collectively as the “Parties”.

This MOU establishes the Parties’ roles and responsibilities for providing mental health services and substance use treatments for adults participating in the Hays County Assisted Outpatient Treatment Program, hereinafter called “HC AOT”.

## II. RESPONSIBILITIES OF THE PARTIES

### County Responsibilities:

- A. The County will complete a financial assessment with the program participant to assess if they have insurance and the ability to pay.
- B. If the program participant does have insurance accepted by EW, the program participant will be required to use that insurance to cover the cost.
- C. If the program participant:
  - 1. does not have insurance;
  - 2. has insurance but cannot pay the copay; or
  - 3. does not have the ability to pay out of pocket for treatment, then the County will provide the financial support to cover the co-pay or full cost of treatment (whichever is applicable) that the program participant needs to comply with the requirements of the program, see *Exhibit “A”* for fee schedule.
- D. For clients referred to EW and upon meeting the criteria for admission for a 30-day residential stay, clinicians will provide a clinical biopsychosocial assessment, creation of a comprehensive treatment plan, group and individual counseling services, as well as such other services typically included in a residential treatment stay.
- E. Based off of the financial assessment HC AOT clients who cannot pay for treatment out of pocket or cannot pay the co-pay with commercial insurance may qualify for a scholarship from Evoke Wellness to receive treatment at no cost to the county. The number of people that Evoke Wellness can provide scholarships for will be maximum 5 individuals per year. These individuals will be staffed with Evoke staff and evaluated by their staff to determine that they meet criteria for their treatment services before this decision is made.

### Evoke Wellness Responsibilities:

- A. For clients referred to EW and upon meeting criteria for admission to the Intensive Outpatient Program (IOP) (telehealth or in person), clinicians will provide clinical biopsychosocial assessment, creation of a comprehensive treatment plan, group, and

individual counseling services, 24 sessions in total with 3 sessions a week for 8 weeks, individual sessions will be conducted every 2 weeks or as clinically necessary.

- B. For clients referred to EW and upon meeting criteria for admission to Detox services, clinicians will provide clinical biopsychosocial assessment, creation of a comprehensive treatment plan, medical-assisted detox, as well as such other services typically included in a stay for medically managed detox services in a residential setting.
- C. EW shall provide the services outlined above in accordance with (i) the same standard of care, skill and diligence customarily used by similar providers in the community in which such services are rendered, (ii) the requirements of applicable law, and (iii) in the same manner as provided to other non-EW clients.
- D. EW clinicians will request a signed release of information that will allow clinicians to reach out to program staff in the event of change in treatment.
- E. EW clinicians reserve the right to refuse clinical services after a clinical assessment if the clinician, in their professional judgment feels that client:
  - 1. Would not benefit from clinical services
  - 2. Does not meet criteria
  - 3. Does not currently have capacity for progress in an individual therapeutic setting due to cognitive functioning and limitations and/or medical needs are beyond what the facility can manage
  - 4. Is in need of higher levels of Needs higher medication management as evidenced by unmanaged severe mental health symptoms impeding ability to engage in treatment
- F. EW will bill for all sessions in accordance with the fee schedule attached to this MOU, ***Exhibit "A"***.
- G. EW and Hays County Mental Health Court will share treatment plan records. EW will share weekly to biweekly with the County and community mental health providers via phone or email updates of the program participants engagement in treatment and if progressing or regressing. The County will work with EW to ensure appropriate authorizations are in place pursuant to HIPAA and 42 CFR Part 2 to enable such information sharing.
- H. HC AOT clients will be seen by a licensed clinician while engaged in EW services who will hold one of the following licensures: LMFT, LPC, LMFT-A, LMSW, LCDC A/I or LPC-Associate. Any clinician who is currently licensed under supervision will also provide credentials of their clinical supervisor and agree to maintain supervision while providing services to HC AOT program participants.
- I. HC AOT and EW agree to explore in good faith all evident supplemental terms and conditions which may be of benefit to the clients, family members, and the communities served by HC AOT and EW.
- J. HC AOT and EW agree to maintain all appropriate and applicable licenses required to perform the work as stated in this MOU.
- K. During the performance of this MOU, the County, HC AOT and EW agree that they shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, Vietnam era or disabled veteran status, presence of HIV/AIDS or AIDS-related illnesses, or the presence of any sensory, mental or physical handicap or genetic information. The County, HC AOT and EW further agree that they shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination.

- L. EW agrees to notify the County in writing within three (3) calendar days if a clinician license is suspended, revoked, voluntarily relinquished, or subject to terms of probation or other restrictions. The County and EW further agree that they will notify the other if any other situation occurs which will materially affect their ability to carry out their duties and obligations under this MOU.

### **III. FUNDING**

- A. This MOU is funded through a grant award from the Substance Abuse and Mental Health Services Administration (SAMHSA).
- B. Payments will not exceed **\$15,000** during the initial term of this MOU.
- C. Hays County will issue an IRS form 1099.
- D. EW reserves the right to terminate services if payment is not received within 30 calendar days of invoice date.

### **IV. TERM**

This MOU shall be effective upon signature of the County and EW authorized officials. The period of performance of this agreement shall be from February 25, 2025 – September 30, 2025, with the option to renew annually for four additional one-year terms, unless EW or the County gives thirty (30) days or more advance written notice of intent to not renew.

### **V. ADMENDMENTS**

This MOU may be amended through a mutual agreement by both Parties. Either Party may initiate a proposed amendment. All agreed upon amendments shall be communicated in writing and will become effective thirty (30) days after receipt or such date as agreed upon by the Parties.

### **VI. TERMINATION**

- A. It is the intention of the County and EW to make all reasonable efforts to successfully comply with the terms of this MOU. Whenever possible the County and EW will extend a thirty (30) day-time period to one another to remedy any situation that is found by either party to not be in accordance with this MOU.
- B. This MOU may be terminated without cause by either party providing the other party is given thirty (30) days advance written notice of the termination.
- C. The County and EW shall each have the right to terminate this MOU immediately upon the occurrence of any of the following events:
- The County or EW commits a material breach of this MOU.

### **VII. PRIMARY CONTACTS**

All communications between the Parties shall be made through the primary contacts to the maximum extent possible. The primary contacts are:

For Hays County:  
Jennifer Putman, PhD

For Evoke Wellness:  
Megan Kowalski

[Jennifer.putman@hayscountytexas.gov](mailto:Jennifer.putman@hayscountytexas.gov)  
512-757-9621

[megan.kowalski@evokewellness.com](mailto:megan.kowalski@evokewellness.com)  
512-904-2538, ext. 712

Each Party may change its Primary Contact by written notice to the other Party. In this instance written notice includes email.

## **VIII. NOTICES**

All notices by EW under or regarding this Agreement shall be provided in writing to the County at the following addresses:

Hays County, Criminal District Attorney, Civil Division

Attn: Jordan Powell

111 E. San Antonio Street, Ste. 202

San Marcos, TX 78666

[Jordan.powell@hayscountytexas.gov](mailto:Jordan.powell@hayscountytexas.gov)

With copy to:

Hays County Purchasing Office

Attn: Stephanie Hunt

712 S. Stagecoach Trail, Ste. 1012

San Marcos, TX 78666

[Stephanie.hunt@hayscountytexas.gov](mailto:Stephanie.hunt@hayscountytexas.gov)

Hays County Court at Law 3

Attn: Jennifer Putman

712 S. Stagecoach Trail, Ste. 1204

San Marcos, TX 78666

[Jennifer.Putman@hayscountytexas.gov](mailto:Jennifer.Putman@hayscountytexas.gov)

All notices issued by the County under or regarding this Agreement shall be provided in writing to EW at its primary place of business at the following address:

Evoke Wellness

1106 N. IH 35

San Marcos, TX 78666

[megan.kowalski@evokewellness.com](mailto:megan.kowalski@evokewellness.com)

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact and copies to all additional contacts, at any of the designated addresses cited above.

## **IX. INSURANCE**

A. EW shall maintain for the duration of this MOU, insurance (as specified in subparagraph 4. of this Section) against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance or work hereunder by EW, their agents, representatives, employees, and/or subcontractors. EW shall be responsible for any deductibles stated in the policy.

- B. EW shall provide a copy of the current Certificate of Liability Insurance to the County within seven (7) days of the MOU execution and any new policy date to the addresses listed in the Notices section below.
- C. Coverage (as specified in subparagraph d. of this Section) shall be at least as broad as:
1. General Liability: COMMERCIAL GENERAL LIABILITY
  2. Professional liability, Errors, and Omissions Coverage: In the event that services delivered pursuant to this MOU either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided.
  3. For the purpose of this MOU section, "Professional Services" shall mean any services provided by a licensed professional.
  4. Minimum Limits of Insurance: Professional Liability, Errors, and Omissions: \$1,000,000/\$3,000,000.

**X. GOVERNING LAW AND VENUE**

This MOU shall be governed by the laws of the State of Texas. Venue for any case or controversy arising from or in connection with this MOU shall lie in a court of competent jurisdiction in Hays County, Texas or in the United States District Court for the Western District of Texas – Austin Division, if applicable.

**XI. ENTIRE AGREEMENT**

This MOU, including any exhibits, constitutes the entire agreement between the Parties with respect to its subject matter. This MOU shall not be modified except by a written amendment signed by both Parties.

By signing below, the Parties acknowledge that they have read the MOU and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this MOU on behalf of the named party.

**HAYS COUNTY, TEXAS**

**EVOKE WELLNESS**

By: \_\_\_\_\_  
Signature of Authorized Official

By:  \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name and Title

Executive Vice President  
\_\_\_\_\_  
Printed Name and Title

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

2/19/2025  
\_\_\_\_\_  
Date of Signature

## Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, 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.

(B) 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 effected and the basis for settlement.

(C) 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.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). 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 Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages 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. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.



(E) 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.

(F) 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.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - 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 Clean Air Act ([42 U.S.C. 7401-7671q](#)) and 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) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 covered by [31 U.S.C. 1352](#). 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.

(J) Procurement of recovered materials (§ 200.323) - 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.

(K) Prohibition on certain telecommunications and video surveillance services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- (c) See [Public Law 115-232](#), section 889 for additional information.  
(d) See also [§ 200.471](#).

(L) (§ 200.322) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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:  \_\_\_\_\_

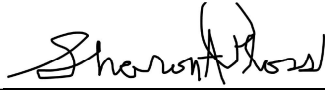
Printed Name and Title: Executive Vice President

Respondent's Tax ID: 85-2174501 Telephone: 512-874-7282

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.

## System for Award Management (SAM.gov)

Vendor 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.

Authorized Signature: 

Printed Name and Title: Executive Vice President

Respondent's Tax ID: 85-2174501 Telephone: 512-874-7282

Entity DUNS Number: \_\_\_\_\_ SAM.gov Unique Entity ID: VXZHH7TZM163

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.

**Exhibit A:**  
**Fee Schedule – Evoke Wellness**  
**Hays County Assisted Outpatient Treatment Program (AOT)**

Evoke Wellness will charge \$1,000.00 for Detox per day, and \$800.00 for Residential treatment per day

- Detox includes complete medical evaluation & stabilization, patient history & physical examination, bio psych social, laboratory testing, medication management, clinical assessment, clinical groups and case management services.
- Residential Services include continued medical evaluations as needed, medication and medication management, laboratory testing, continued clinical assessments, clinical groups, weekly individual therapy, and case management services.

Evoke Wellness will charge \$175.00 per Intensive Outpatient Program (IOP) session attended

- Each IOP session is 3 hours in duration and offered 3-5 days a week.
- In addition, participants will meet with their assigned clinician once / week.

# **MEMORANDUM OF UNDERSTANDING**

Between  
Hays County, Texas  
And  
Philip Carolina M.Ed., QMHP, QMRP, ABA, VRC

## **I. PURPOSE AND SCOPE**

This Memorandum of Understanding (MOU) is entered into by and between Hays County, Texas, hereinafter called "County" and Philip Carolina M.Ed., QMHP, QMRP, ABA, VRC, hereinafter called "Philip Carolina", "Disability Advocate", or "Benefits Navigator". The County and Philip Carolina may be referred to individually as a "Party" and collectively as the "Parties".

This MOU establishes the Parties' roles and responsibilities for providing mental health services and social services for adults participating in the Hays County Assisted Outpatient Treatment Program, hereinafter called "HC AOT". The County and Philip Carolina will, whenever clinically appropriate, utilize a Coordination/Consultative approach to assist in acquiring benefits such as, but not limited to, Title Benefits from Social Security, Medicaid, Insurance, and Food Stamps. In addition, Philip Carolina will assist with significant housing needs, either urgent or emergent, and is not part of routine case management needs.

## **II. RESPONSIBILITIES OF THE PARTIES**

### **County Responsibilities:**

- A. The County will complete a financial assessment with the program participant to assess if they have the ability to pay.
- B. If the program participant does have the ability to pay out of pocket for the services, then the County will provide the financial support to cover the full cost of services that the program participant needs. Services cost \$75.00 per hour.

### **Evoke Wellness Responsibilities:**

- A. Philip Carolina will provide an assessment to determine the likelihood, and timeline of acquiring Title benefits for all referrals. If there is a low chance of fitting the definition of disabled according to the Americans with Disabilities Act, the Disability Advocate/ Benefits Navigator will inform the court.
- B. Philip Carolina will request a signed release of information that will allow clinicians to reach out to program staff in the event of change in treatment plan.
- C. Philip Carolina will apply anyone who is referred to him in need of Social Security Administration benefits but may decline a client who after collaboration may not pass the definition of disability.
- D. If the determination is not in favor, an appeal will automatically be completed and is included in the \$75 an hour rate.
- E. Philip Carolina and the County will coordinate and agree on keeping track of hours and progress as needed. Timelines will be given to the court for visual representation.



- F. Philip Carolina will NOT bill Case Management for benefit acquisition, as those services are reserved for Agencies who do not provide services that Philip Carolina can provide. In other words, Philip Carolina will not “double bill” if he is working with other agencies that are providers to the court.
- G. Philip Carolina services as Disability Advocate or Benefits Navigator are for ANY HC AOT participant that the court deems fit.
- H. The County, HC AOT, and Philip Carolina agree to explore in good faith all evident supplemental terms and conditions which may be of benefit to the clients, family members, and the communities served by HC AOT and Philip Carolina.
- I. The County, HC AOT, and Philip Carolina agree to maintain all appropriate and applicable licenses required to perform the work as stated in this MOU.
- J. During the performance of this MOU, the County, HC AOT and Philip Carolina agree that they shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, Vietnam era or disabled veteran status, presence of HIV/AIDS or AIDS-related illnesses, or the presence of any sensory, mental or physical handicap or genetic information. The County, HC AOT and Philip Carolina further agree that they shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination.
- K. DHC agrees to notify the County in writing within three (3) calendar days if a task is unable to be completed for any reason. The County and Philip Carolina further agree that they will notify the other if any other situation occurs which will materially affect their ability to carry out their duties and obligations under this MOU.
- L. Philip Carolina shall have all clients sign a “Release of Liability” which is an understanding that Philip Carolina cannot control the outcome of the application.
- M. This Agreement may be subject to funding or reimbursement from one or more federal programs. Accordingly, to the extent required by OMB Circular A-102 (Grants and cooperative agreements with state and local governments) or other federal law or regulation, Philip Carolina will comply with all applicable regulations as listed in Appendix “A”- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
- N. Philip Carolina may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Certification and registration required as outlined on page 10.

### **III. FUNDING**

- A. This MOU is funded through a grant award from the Substance Abuse and Mental Health Services Administration (SAMHSA).
- B. Payments will not exceed **\$5,000** during the initial term of this MOU.
- C. Hays County will issue an IRS form 1099.
- D. Philip Carolina reserves the right to terminate services if payment is not received within 30 calendar days of invoice date.
- E. Philip Carolina will charge \$75.00 per hour for services provided.

### **IV. TERM**

This MOU shall be effective upon signature of the County and Philip Carolina. The period of performance of this agreement shall be from February 25, 2025 – September 30, 2025, with

the option to renew annually for four additional one-year terms, unless Philip Carolina or the County gives thirty (30) days or more advance written notice of intent to not renew.

**V. ADMENDMENTS**

This MOU may be amended through a mutual agreement by both Parties. Either Party may initiate a proposed amendment. All agreed upon amendments shall be communicated in writing and will become effective thirty (30) days after receipt or such date as agreed upon by the Parties.

**VI. TERMINATION**

- A. It is the intention of the County and Philip Carolina to make all reasonable efforts to successfully comply with the terms of this MOU. Whenever possible the County and Philip Carolina will extend a thirty (30) day-time period to one another to remedy any situation that is found by either party to not be in accordance with this MOU.
- B. This MOU may be terminated without cause by either party providing the other party is given thirty (30) days advance written notice of the termination.
- C. The County and Philip Carolina shall each have the right to terminate this MOU immediately upon the occurrence of any of the following events:
  - The County or Philip Carolina commits a material breach of this MOU.

**VII. PRIMARY CONTACTS**

All communications between the Parties shall be made through the primary contacts to the maximum extent possible. The primary contacts are:

For Hays County:

Jennifer Putman, PhD

[Jennifer.putman@hayscountytexas.gov](mailto:Jennifer.putman@hayscountytexas.gov)

512-757-9621

For Philip Carolina:

Philip Carolina, M.Ed., QMHP, QMRP,  
ABA, VRC

[phoenixcam3@yahoo.com](mailto:phoenixcam3@yahoo.com)

512-680-2781

Each Party may change its Primary Contact by written notice to the other Party. In this instance written notice includes email.

**VIII. NOTICES**

All notices by Philip Carolina under or regarding this Agreement shall be provided in writing to the County at the following addresses:

Hays County, Criminal District Attorney, Civil Division

Attn: Jordan Powell

111 E. San Antonio Street, Ste. 202

San Marcos, TX 78666

[Jordan.powell@hayscountytexas.gov](mailto:Jordan.powell@hayscountytexas.gov)

With copy to:



Hays County Purchasing Office  
Attn: Stephanie Hunt  
712 S. Stagecoach Trail, Ste. 1012  
San Marcos, TX 78666  
[Stephanie.hunt@hayscountytexas.gov](mailto:Stephanie.hunt@hayscountytexas.gov)

Hays County Court at Law 3  
Attn: Jennifer Putman  
712 S. Stagecoach Trail, Ste. 1204  
San Marcos, TX 78666  
[Jennifer.Putman@hayscountytexas.gov](mailto:Jennifer.Putman@hayscountytexas.gov)

All notices issued by the County under or regarding this Agreement shall be provided in writing to Philip Carolina at its primary place of business at the following address:

Philip Carolina  
10050 Great Hills Trail, #1105  
Austin, TX 78759  
[phoenixcam3@yahoo.com](mailto:phoenixcam3@yahoo.com)

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact and copies to all additional contacts, at any of the designated addresses cited above.

## **IX. INSURANCE**

- A. Philip Carolina shall maintain for the duration of this MOU, insurance (as specified in subparagraph 4. of this Section) against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance or work hereunder by Philip Carolina, their agents, representatives, employees, and/or subcontractors. Philip Carolina shall be responsible for any deductibles stated in the policy.
- B. Philip Carolina shall provide a copy of the current Certificate of Liability Insurance to the County within seven (7) days of the MOU execution and any new policy date to the addresses listed in the Notices section below.
- C. Coverage (as specified in subparagraph d. of this Section) shall be at least as broad as:
  - 1. General Liability: COMMERCIAL GENERAL LIABILITY
  - 2. Professional liability, Errors, and Omissions Coverage: In the event that services delivered pursuant to this MOU either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided.
  - 3. For the purpose of this MOU section, "Professional Services" shall mean any services provided by a licensed professional.
  - 4. Minimum Limits of Insurance: Professional Liability, Errors, and Omissions: \$1,000,000/\$3,000,000.

**X. GOVERNING LAW AND VENUE**

This MOU shall be governed by the laws of the State of Texas. Venue for any case or controversy arising from or in connection with this MOU shall lie in a court of competent jurisdiction in Hays County, Texas or in the United States District Court for the Western District of Texas – Austin Division, if applicable.

**XI. ENTIRE AGREEMENT**

This MOU, including any exhibits, constitutes the entire agreement between the Parties with respect to its subject matter. This MOU shall not be modified except by a written amendment signed by both Parties.

By signing below, the Parties acknowledge that they have read the MOU and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this MOU on behalf of the named party.

**HAYS COUNTY, TEXAS**

**PHILIP CAROLINA M.Ed., QMHP, QMRP,  
ABA, VRC**

By: \_\_\_\_\_  
Signature of Authorized Official

By: \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name and Title

Philip Carolina - Contractor/provider  
Printed Name and Title

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

2/19/25  
Date of Signature

## Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, 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.

(B) 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 effected and the basis for settlement.

(C) 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.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). 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 Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages 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. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.



(E) 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.

(F) 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - 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 Clean Air Act (42 U.S.C. 7401-7671q) and 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) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 covered by 31 U.S.C. 1352. 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.

(J) Procurement of recovered materials (§ 200.323) - 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.

(K) Prohibition on certain telecommunications and video surveillance services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.



- (c) See Public Law 115-232, section 889 for additional information.  
(d) See also § 200.471.

(L) (§ 200.322) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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 and Title: Philip Carolina - Contractor/Provider

Respondent's Tax ID: 088-64-7455 Telephone: 812-680-2781

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.

## System for Award Management (SAM.gov)

Vendor 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.

Authorized Signature: \_\_\_\_\_



Printed Name and Title: \_\_\_\_\_

Philip Carolina Contractor / Provider

Respondent's Tax ID: 088-64-7455 Telephone: 512-680-2781

Entity DUNS Number: \_\_\_\_\_ SAM.gov Unique Entity ID: \_\_\_\_\_

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: 02/25/2025

Requested By:

Anthony Hipolito

Sponsor:

Commissioner Ingalsbe

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### Agenda Item

Discussion and possible action to award RFP 2025-P06 Inmate Commissary Services to Keefe Commissary Network and authorize staff and the Criminal District Attorney, Civil Division to negotiate a contract. **INGALSBE/HIPOLITO**

### Summary

On January 7, 2025, the Commissioners Court approved specifications and authorized Purchasing to solicit proposals for RFP 2025-P06 Inmate Commissary Services.

Purchasing received the following two (2) proposals:

Correct Commissary

Keefe Commissary Network

After evaluation of proposals, the evaluation committee's recommendation is to pursue contract negotiations with Keefe Commissary Network. Upon successful negotiations, a contract will be brought back before court to approve and finalize the contract award.

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### Attachments

RFP 2025-P06 Final Tabulation



**RFP 2025-P06 Inmate Commissary Services**  
Final Tabulation

Firm	Averages	
	Score	Rank
Correct Commissary	61	2
Keefe Commissary Network	70	1



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Smith

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### Agenda Item

Discussion and possible action to award a contract for RFQ 2025-Q02 General Engineering Consultant - 2024 Road Bond to HNTB Corporation and authorize staff and the Criminal District Attorney, Civil Division to negotiate a contract.

**INGALSBE/SMITH**

### Summary

On November 5, 2025, the Commissioners Court approved specifications and authorized Purchasing to solicit statements of qualifications for RFQ 2025-Q02 General Engineering Consultant - 2024 Road Bond.

Purchasing received the following seven (7) Statements of Qualifications:

Colliers Engineering & Design, Inc.

Freese and Nichols, Inc.

HDR Engineering, Inc.

HNTB Corporation

Kasberg, Patrick & Associates, LP

TRC Engineers, Inc.

West Texas Consultants, Inc. dba WTC, Inc.

After evaluation of the statements of qualifications, the evaluation committee's recommendation is to pursue negotiations with HNTB Corporation. Upon successful negotiations, a contract will be brought back before court to approve and finalize the contract award.

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### Attachments

RFQ 2025-Q02 Final Tabulation

**RFQ 2025-Q02 General Engineering Consultant - 2024 Road Bond**  
Final Tabulation

Firm	Averages	
	Score	Rank
Colliers Engineering & Design, Inc	63	4
Freese and Nichols, Inc.	79	3
HDR Engineering, Inc.	80	2
HNTB Corporation	92	1
Kasberg, Partick & Associates, LP	56	5
TRC Engineers, Inc.	54	6
West Texas Consultants, Inc. dba WTC, Inc.	47	7



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Sponsor:

Commissioner Smith

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### Agenda Item:

Discussion and possible action to authorize the execution of an Interlocal Agreement between Hays County and Kerr County for specified hearings to be held in Kerr County, Texas. **SMITH**

### Summary:

### Fiscal Impact:

Amount Requested: Per Statement of Costs

Line Item Number: 001-612-00.5493

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: N

Comments: N/A

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Government Code Chapter 791 Interlocal Cooperation Contracts

Term: Auto-Renews for one-year periods, with a 30-day cancelation notice

### Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

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### Attachments

Interlocal Agreement

Kerr Co Statement of Costs

STATE OF TEXAS   §  
                                  §  
COUNTY OF KERR §

**INTERLOCAL AGREEMENT FOR MENTAL HEALTH AND PSYCHOACTIVE  
MEDICATION HEARINGS AT KERRVILLE STATE HOSPITAL AND HILL  
COUNTRY CRISIS STABILIZATION UNIT**

This agreement is entered into on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, pursuant to the terms of Chapter 791, Texas Government Code (the Interlocal Cooperation Act), by and between the Commissioners' Court of **Hays**, Texas, hereinafter "Hays," and the Commissioners' Court of Kerr County, Texas, hereinafter "Kerr," for the purpose of providing certain services relating to mental health commitment hearings as well as certain services relating to psychoactive medication hearings for residents of Hays, Texas at the Kerrville State Hospital, Kerrville, Kerr County, Texas and the Hill Country Crisis Stabilization Unit Kerrville, Kerr, County Texas.

WHEREAS, Hays, Texas, on occasion has residents who are in need of court-ordered mental health services, by commitment to the Kerrville State Hospital or Hill Country Crisis Stabilization Unit, as well as residents who are patients at Kerrville State Hospital or Hill Country Crisis Stabilization Unit and are in need of administration of psychoactive medication; and

WHEREAS, Chapter 571 (General Provisions), Chapter 573 (Emergency Detention) and Chapter 574 (Court-Ordered Mental Health Services) of the Texas Health and Safety Code, hereinafter "Code," recite the statutory scheme whereby court-ordered mental health services may be provided for those persons who meet the criteria therein set out; and

WHEREAS, Chapter 574, Subchapter G (Administration of Medication to Patient Under Order for Inpatient Mental Health Services) of the Code recites the statutory scheme whereby patients receiving court-ordered mental health services and patients for whom an application has been filed for such court-ordered mental health services, may be administered psychoactive medications against their will; and

WHEREAS, § 574.001 (b) of the Code provides that an application for court-ordered mental health services must be filed with the county clerk of the county in which the proposed patient:

- (1) resides;
- (2) is found; or
- (3) is receiving mental health services by court order or under Subchapter A, Chapter 573 of the Code (Apprehension by a Peace Officer Without a Warrant); and

WHEREAS, § 574.061 of the Code provides that a request to modify an order for inpatient treatment and § 574.062 of the Code provides that a motion for modification of an order for outpatient treatment must be with the judge of the court that entered the order sought to be modified; and

WHEREAS, § 574.104 (a) of the Code provides that a physician, who is treating a patient who is receiving mental health services under an order for temporary or extended mental health services under §§ 574.034 or 574.035 of the Code or for whom an application for court-ordered mental health services under §§ 574.034 or 574.035 of the Code has been filed, may file, with the probate court or a court with probate jurisdiction, an application for an order to authorize the administration of a psychoactive medication; and

WHEREAS, both Hays and Kerr County have jurisdiction over such proceedings where the proposed patient is a resident of Hays and

- (1) is found in Kerr County;
- (2) is receiving court-ordered mental health services or
- (3) is brought to the Kerrville State Hospital by a peace officer without a warrant under the provisions of §§ 573.001 of the Code; and

WHEREAS, Kerr County has jurisdiction over proceedings under Chapter 574, Subchapter G of the Code (Administration of Medication to Patient under Order for Inpatient Mental Health Services) in which a physician treating a patient at the Kerrville State Hospital or the Hill Country Crisis Stabilization Unit, which patient is receiving mental health services under an order for temporary or extended mental health services under §§ 574.034 or 574.035 of the Code or for whom an application for court-ordered mental health services under §§ 574.034 or 574.035 of the Code has been filed; and

WHEREAS, given the time constraints set out in the Code, and the difficulty and expense of transporting patients, hospital employees, witnesses, judges, magistrates and attorneys to and from Hays for such hearings, it is impractical for Hays to hold hearings to determine existence of probable cause for protective custody orders, as well as hearings on applications for temporary mental health services, hearings on applications for extended mental health services, hearings on applications for renewal of an order for extended mental health services, hearings for modification of order for inpatient treatment, hearings for modification of order for outpatient treatment, hearings on petitions seeking an order to authorize the administration of a psychoactive medication to certain patients at the Kerrville State Hospital or Hill Country Crisis Stabilization Unit and hearings on petitions for reauthorization or modification of a court order authorizing the administration of a psychoactive medication to certain patients at the Kerrville State Hospital or Hill Country Crisis Stabilization Unit, within the geographical confines of Hays; and

WHEREAS, Hays finds that the most appropriate, safe and expeditious site for said hearings is the Kerrville State Hospital in Kerrville, Kerr County, Texas or the Hill Country Crisis Stabilization Unit in Kerrville, Kerr County, Texas, and desires that the aforementioned hearings concerning citizens of said County be held by the proper Kerr County, Texas judicial officer with jurisdiction over such matters within Kerr County and further desires that at the aforementioned hearings concerning citizens of said County, the interests of the State and the Kerrville State Hospital or Hill Country Crisis Stabilization be represented by the Kerr County, Texas prosecutor charged with said responsibility and further desires that at the aforementioned hearings concerning citizens of said County, the interests of said citizens of said County be represented by an attorney appointed by the judicial officer aforementioned; and

WHEREAS, the public health, safety and welfare of the citizens of both counties, and of the proposed patients would be best served by entering into this "Interlocal Agreement For

Mental Health And Psychoactive Medication Hearings At Kerrville State Hospital and Hill Country Crisis Stabilization Unit” hereinafter referred to as “Interlocal Cooperation Agreement” pursuant to the authority granted by Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act);

NOW THEREFORE, be it resolved that Hays and Kerr County agree to enter into this Interlocal Cooperation Agreement, and the parties agree as follows:

#### § 1. TERM

- 1.1 This agreement is to be effective on the date that it is approved by order of the commissioners’ court of each county, and ending on the following September 30<sup>th</sup>.
- 1.2 Upon the expiration of the initial term of this agreement, same shall automatically be renewed for successive one year periods beginning October 1<sup>st</sup> and ending on the following September 30<sup>th</sup>, unless terminated by either party, as herein provided.
- 1.3 Either party may cancel this agreement for any reason by notifying the other in writing at least thirty (30) days prior to the effective date of the cancellation. All amounts due and owing to Kerr County pursuant to this agreement as of the effective date of cancellation shall be paid by Hays within sixty (60) days of the receipt of any bill or the date of the cancellation, whichever is later.

#### § 2. DEFINITIONS

- 2.1 “Resident” as that term is used herein shall have the same meaning as that term has been defined in the Indigent Health Care Act and as that term has been applied and construed by the Courts.

#### §3. FUNDING REQUIREMENTS

- 3.1 Hays agrees that all funds due under the terms of this agreement shall be payable out of current revenues and that it shall set aside a fund in an amount sufficient to satisfy any obligation created by this agreement.
- 3.2 Failure of the Commissioners’ Court of Hays to terminate this agreement shall be deemed to be a certification that the obligation incurred by the continuation of this agreement shall be payable out of current revenues and that Hays has or will set aside a fund in an amount sufficient to satisfy any obligation created by this agreement.

#### §4. DUTIES OF KERR COUNTY

- 4.1 Kerr County agrees that it will assume jurisdiction over all court-ordered mental health proceedings and all psychoactive medication hearings which concern residents of Hays that are properly filed in or transferred to the Kerr County Court with jurisdiction.
- 4.2 Kerr County shall have no duty to accept jurisdiction or proceed with any court-ordered commitment or treatment proceeding where the terms of this contract have not been

complied with, including the terms concerning the duty of Hays to make payment to Kerr County for the costs as set out herein, for all hearings which involve its residents.

- 4.3 It is understood and agreed that pursuant to §§ 571.016, of the Code, the Kerr County Attorney or her properly-assigned designee is the attorney for the State in any hearing covered by this agreement and therefore retains all of the independent discretionary authority given by the statutes and Constitution of the State of Texas. This agreement shall not be construed to limit that authority in any form or fashion and the decision of the County Attorney is final as to whether the State will proceed in any action covered by this agreement, including appeal, and as to the means and methods employed.

## §5. DUTIES OF HAYS

- 5.1 Hays agrees and warrants that it will follow all appropriate statutory procedures and shall implement such other procedures and training necessary to ensure that no violation of the constitutional and statutory rights of any proposed patient occurs and that in seeking the commitment of the proposed patient, no person from Hays will be referred to the Kerrville State Hospital or Hill Country Crisis Stabilization Unit unless the proposed patient has been evaluated and examined by a qualified mental health professional or a physician; a certificate has been properly issued; the patient has been warned of the non-confidentiality of the interview of the qualified mental health professional or physician; and that all other necessary steps have been taken to assure that the proposed patient's constitutional and statutory rights have been preserved.
- 5.2 Should any Hays resident who was detained under the authority of the emergency detention provisions of §§ 573.001 or 573.012 of the Code be found to be entitled to release, Hays shall pay the cost of transporting that person to the location of the person's apprehension, the person's residence or another suitable location, as required by § 573.024 of the Code.
- 5.3 Hays agrees to pay to Kerr County the costs associated with any hearing conducted by Kerr County officials as authorized under §§ 571.017, 571.018 (mental health), or 574.107 (psychoactive medication) of the Code, and in accordance with the "Kerr County Clerk's Schedule or Statement of Costs as may be then currently in effect. A copy of the current "Kerr County Clerk's Statement of Costs for the Budget Year 2022-2023," is attached hereto. Additionally, Hays agrees to pay Kerr County all costs and expenses associated with guardianship proceedings filed in Kerr County which are related to patients or proposed patients from Hays.
- 5.4 For all cases, Hays does also agree to pay to Kerr County the following costs:
- a. All other court costs, set by law, and such other costs set either by order of the Kerr County Commissioners Court or by the judge who holds the hearings as set out in this agreement, under authority of law.
  - b. All costs authorized by law for appeals to a Texas Court of Appeals or to the Texas Supreme Court.
  - c. A reasonable fee, in an amount not to exceed \$70.00 per hour, for the Kerr County Attorney or her designee for professional services rendered in researching and preparation of appellate briefs, for time required to travel to and from the site of the appropriate appeals court, and for time to present oral argument in any appeal



of a hearing provided for by this Interlocal Agreement, as well as travel expenses and office expenses related to production and mailing of any appellate brief covered by this Interlocal Agreement.

- d. All costs, including bonds, authorized or mandated by law for any proceedings in Federal Court involving a Hays resident covered by this agreement.
- e. All compensation of court-appointed personnel, such as attorneys, physicians, language interpreters, sign interpreters and masters as provided in § 571.017 of the Code.

- 5.5 Hays agrees that it shall be responsible for obtaining repayment for its costs incurred pursuant to this agreement from the patient and/or the patient's family or estate. Hays agrees further that failure on its part to recover such repayments shall have no effect on its liability to Kerr County for such costs.

## §6. PAYMENTS

- 6.1 All bills for costs shall be submitted to the County Judge of Hays, Texas at the address below and all payments due under this agreement shall be paid to the County Clerk of Kerr County, Texas, 700 Main Street, Room 122, Kerrville, Texas 78028.

## §7. MISCELLANEOUS

- 7.1 Any and all notices which may be required under the terms of the agreement shall be mailed to the parties, through their representatives, at the addresses indicated below or at such address as either party may furnish in writing to the other party:

\_\_\_\_\_, County Judge

\_\_\_\_\_, County, Texas

\_\_\_\_\_, Texas \_\_\_\_\_

Kerr County Judge  
Kerr County, Texas  
Kerr County Courthouse  
700 Main Street  
Kerrville, Texas 78028

- 7.2 This agreement contains the entire agreement of the parties with respect to the matters covered by this agreement. No other agreement, statement or promise made by any party or to any employee, officer or agent of any party, which is not contained in this agreement, shall be binding or valid.
- 7.3 If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 7.4 The obligations and undertakings of each of the parties to this agreement shall be performable in Kerr County, Texas.

\_\_\_\_\_  
Hays County Judge

Date: \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Hays County Attorney

\_\_\_\_\_  
Hays County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Kerr County Judge

Date: \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Kerr County Attorney

\_\_\_\_\_  
Kerr County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This agreement was adopted by the Commissioners' Court of Kerr County, at Kerrville, Texas, by order number \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, **and** by the Commissioners' Court of Hays, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Court Order No. \_\_\_\_\_.



## Jackie "JD" Dowdy

Kerr County Clerk

700 Main St. #122, Kerrville, Texas 78028

Tel: 830-792-2255 Fax: 830-792-2274 Email: jdowdy@co.kerr.tx.us

Please be advised that you may owe court costs that stem from this hearing. Upon your release from the Crisis Stabilization Unit, please contact the Kerr County Clerk's office to make payment arrangements.

<b>MENTAL HEALTH FEES</b>		
Alternate Dispute Resolution	LGC §135.102(1)	15.00
Appellate Judicial System Fund	LGC §135.102(1)	5.00
Clerk Fee – Original Action	LGC §135.102(1)	40.00
Co. Records Management and Preservation Fund	LGC §135.102(1)	15.00
Court Facility Fee Fund	LGC §135.102(1)	20.00
Court Reporter Service Fund	LGC §135.102(1)	25.00
Courthouse Security Fund	LGC §135.102(1)	20.00
Judicial / Court Personnel Training Fee	LGC §135.102(1)	5.00
Jury Fee	LGC §135.102(1)	10.00
Language Access Fund	LGC §135.102(1)	3.00
Law Library Fund	LGC §135.102(1)	35.00
Prob/Guard/Admin Fee	LGC §135.102(1)	20.00
Public Probate Admin Fund	LGC §135.102(1)	10.00
<b>Local Consolidated Court Costs in an Original Action</b>	LGC §135.102(1)	<b>223.00</b>
State Consolidated Court Costs in an Original Action	LGC §133.151(a)(1)	<b>137.00</b>
2 County Judge @ \$2ea	LGC § 118.101	<b>4.00</b>
Sheriff's Fee	LGC §118.131(a)	<b>85.00</b>
County Attorney Fee	HSC 574.031(k)	<b>50.00</b>
County Judge Travel Fee	HSC 574.031(h)	<b>10.00</b>
Judge's Fee for Mental Health Hearing	HSC 574.031 (i)	<b>50.00</b>
2 Issuing Documents@ \$8ea	LGC § 118.052(3)(A)	<b>16.00</b>
<b>TOTAL</b>		<b>\$575.00</b>

### **Additional Fees May Apply:**

Court Appointed Attorney Fees	HSC §574.031	<b>\$70 p/h (actual cost)</b>
JP Master Fee for Mental Health Hearing	HSC §574.031(i)	<b>50.00</b>
Authenticated Copies (3 certifications + Judge's signature)	LGC §118.011(c)	<b>\$17 +\$1 per page</b>



## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Marcus Pacheco

Sponsor:

Commissioner Smith

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### Agenda Item

Discussion and possible action to adopt a resolution of the court providing direction and guidance on groundwater certification waivers. **SMITH/PACHECO**

### Summary

Texas Local Government Code, as amended, Chapter 232, Section .0032 (a) requires a plat application to be accompanied by a statement of certification of adequate groundwater. The statement of certification shall be prepared by a Texas licensed professional engineer or Texas licensed professional geoscientist and shall state groundwater is available and will continue to be available to the subdivided tract. Section .0032 (a-1) allows the commissioners court to waive the statement of certification requirement under certain circumstances. The Hays County Commissioners Court finds that groundwater availability is crucial to all persons and developments and critical to public health, safety, and the environment. Groundwater is a precious resource which needs to be managed properly. The Court declares it will not support any waivers barrin some unforeseen material change and instructs all applicants to provide the statement of certification as required under TLGC 232.0032.

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### Attachments

Groundwater Res Final

RESOLUTION OF THE HAYS COUNTY COMMISSIONERS COURT  
REGARDING GROUNDWATER CERTIFICATION WAIVERS

Whereas, Hays County Development Regulations were last revised in 2017; and

Whereas, Texas statutes are amended during legislative sessions every other year. From time to time the legislative session amends the Texas Local Government Code (TLGC), Chapter 212 and/or Chapter 232; and

Whereas, development practices and trends require constant clarification regarding the applicable enforcement of statutes and regulations; and

Whereas, Hays County acknowledges differences between the Hays County Development Regulations and state statute. The County is currently undergoing a comprehensive review of the 2017 Development Regulations; and

Whereas, Texas Local Government Code, as amended, Section 232.0032(a) requires a plat application to be accompanied by a statement of certification of adequate groundwater. The statement of certification shall be prepared by a Texas licensed professional engineer or Texas licensed professional geoscientist and shall state groundwater is available and will continue to be available to the subdivided tract. 232.0032(a-1) allows the commissioners court to waive the certification requirement if the court makes certain findings, one of which is that “based on credible evidence of groundwater availability in the vicinity of the proposed subdivision, the commissioners court determines that sufficient groundwater is available and will continue to be available to the subdivided tract of land[.]”

Now, therefore, be it resolved, the Hays County Commissioners Court finds that groundwater availability is crucial to all persons and developments and critical to public health, safety, and the environment. Groundwater is a precious resource which needs to be managed properly. The court is unaware of any evidence that could be credible enough persuade it that groundwater will continue to be available to any subdivided tract of land. Therefore, it is resolved that the court shall not grant any waivers pursuant to 232.0032(a-1) of the Government Code, barring some unforeseen material change.

Any plat application for a proposed subdivision of a tract of land for which groundwater under that land is to be used, a statement of certification of groundwater availability shall be required and prepared in accordance with TLGC 232.0032 & 30 TAC 230.

ADOPTED & ORDERED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025



AGENDA ITEM REQUEST FORM: K. 1.

## Hays County Commissioners Court

Date: 02/25/2025

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: K. 2.

## Hays County Commissioners Court

Date: 02/25/2025

Requested By:

Shari Miller, Human Resources Director

Sponsor:

Commissioner Cohen

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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 duties and employment of the Hays County Health Department Director. Possible discussion and/or action may follow in open Court. **COHEN**

### Summary

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