

**Commissioners Court October 15, 2019
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 the **15th day of October 2019**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER

INVOCATION

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

ROLL CALL

PUBLIC COMMENTS

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

PRESENTATIONS & PROCLAMATIONS

1	5-6	Adopt a proclamation recognizing the 90th Birthday of the Moon-McGehee Chapter of the Daughters of the Republic of Texas. BECERRA
2	7-8	Adopt a proclamation declaring October 19, 2019 as White Cane Day. SMITH
3	9	Presentation on conservation efforts and concepts for public use regarding El Rancho Cima, formerly the Sam Houston Area Council Boy Scout Ranch, located between RM 32 and the Blanco River. SHELL

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.

4	10	Approve payments of County invoices. VILLARREAL-ALONZO
5	11	Approve payments of Juror checks. VILLARREAL-ALONZO
6	12	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
7	13-23	Approve Commissioners Court Minutes of October 1, 2019. BECERRA/CARDENAS
8	24	Approve the payment of the October 15, 2019 payroll disbursements in an amount not to exceed \$2,800,000.00 effective October 15, 2019 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
9	25	Authorize On-Site Sewage Facility Permit for 13 office/warehouse buildings at 1220 Satterwhite Rd, Buda, Texas 78610. JONES/STRICKLAND
10	26	Authorize On-Site Sewage Facility Permit for one office/warehouse building at 31892 RR 12, Dripping Springs, TX 78620. SMITH/STRICKLAND
11	27-28	Authorize the County Judge to execute the 1st Letter Amendment to a Professional Services Agreement (PSA) between Hays County and Lockwood, Andrews and Newman, Inc. executed on or about October 31, 2017 for Right of Way Service for Dacy Lane, Phase II from Amberwood Loop to Hillside Terrace, road widening and realignment project. INGALSBE/JONES/BORCHERDING
12	29-30	Authorize the execution of a Supplemental Agreement No. 2 to the Professional Service Agreement with Lockwood, Andrews & Newman, Inc. for Right of Way services on the FM 110 project in Hays County, increasing the Compensation Cap from \$168,150.00 to \$178,150.00. INGALSBE/BORCHERDING
13	31	Authorize On-Site Sewage Facility Permit for 14 offices at 14625 Fitzhugh Road, Austin, Texas 78737. SMITH/STRICKLAND
14	32-33	Authorize the purchase of items from BJ's Tees in the amount of \$1,949.21 for the continuing education safety program for the Transportation Department. BECERRA/JONES/BORCHERDING
15	34	Authorize payment to Card Services in the amount of \$601.97 for expenses related to uniforms for the Building Maintenance Department where no purchase order was issued as per County Purchasing Policy. BECERRA/T.CRUMLEY

16	35	Approve out of state travel for Detective Kyri Lysek and Detective Jennifer Baker to attend the Internet Crimes Against Children Conference on December 11-13, 2019 in Orlando, Florida. BECERRA/CUTLER
17	36-37	Authorize the Historical Commission to utilize \$7,247.04 in donated funds to restore the historic water fountain located outside of the Hays County Courthouse and amend the budget accordingly. BECERRA/K.JOHNSON
18	38	Authorize the Sheriff's Office to temporarily convert Deputy positions to civilian Cadet positions at \$21.29 per hour for the current HCSO Basic Peace Officer Training Academy. INGALSBIE/CUTLER
19	39-41	Authorize the Sheriff's Office to accept a donation of a Dual - 2 Antenna Radar System valued at \$847.00 and amend the budget accordingly. BECERRA/CUTLER
20	42-48	Approve Utility Permits. BECERRA/BORCHERDING
21	49	Approve changes to the FY 2020 merit allocation process as recommended by the Human Resources Department. SHELL/S.MILLER
22	50-62	Authorize the Information Technology Department to purchase County Wide Adobe Software Licenses through a Multi Lang Team Licensing Agreement with Dell Marketing, Inc. as approved in the FY 2020 budget in the amount of \$9,902. BECERRA/MCGILL
23	63	Approve changes to the FY 2020 healthcare plan as recommended by the Insurance Committee. INGALSBIE/S.MILLER
24	64	Authorize the Sheriff's Office to pre-purchase law enforcement uniforms and accessories for new hires as part of the pre-employment process. INGALSBIE/CUTLER
25	65-88	Authorize Countywide Operations to renew the annual Commercial General Liability and Excess Liability Insurance related to the Gay Ruby Dahlstrom Nature Preserve in the amount of \$7,346.85. JONES/T.CRUMLEY
26	89-90	Authorize the County Judge to execute a Resolution for the FY20 Hays County Indigent Defense Grant Program through the Texas Indigent Defense Commission (TIDC). BECERRA/T.CRUMLEY
27	91	Authorize the District Attorney's Office to utilize Asset Forfeiture funds to implement a temporary salary supplement for position code 0787, slot 10 effective 10/1/19 and amend the budget accordingly. INGALSBIE/MAU

ACTION ITEMS

ROADS

28	92-107	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Doucet & Associates for \$46,640.00 regarding design improvements to Canyon Wren Drive leading up to its intersection with FM 967 in Buda, Texas. JONES/BORCHERDING
29	108-109	Hold a public hearing with possible action to establish a stop sign on Live Oak Drive at Chaparral Road, a yield sign on Spanish Oak Trail at Live Oak Drive, and a yield sign on Post Oak Path at Live Oak Drive within Allegre Monantial subdivision to help with traffic control. JONES/BORCHERDING
30	110-116	Discussion and possible action to consider the acceptance of road construction & drainage improvements, release the performance bond #800043889 in the amount of \$688,266.50, accept the 2-year maintenance bond #58S211340-001 in the amount of \$174,546.55, and accept the 1-year revegetation bond #58S212707 in the amount of \$74,567.50 for Crosswinds subd., Phase 2. INGALSBIE/BORCHERDING
31	117	Discussion and possible action to consider the acceptance of road construction and drainage improvements, and release of the subdivision bond #60123339 in the amount of \$1,457,452.35 for the Cottages at Belterra Village 1 & 2. SMITH/BORCHERDING
32	118	Discussion and possible action to consider the acceptance of roadway asphalt repairs by Lone Star Paving Company (Asphalt Inc., LLC), and acceptance of the maintenance bond #30079885 in the amount of \$20,606.20 for one year for Nautical Loop in the Crosswinds subdivision, Phase 1, Section 1. INGALSBIE/BORCHERDING
33	119	Discussion and possible action to consider the extension of the warranty period on an existing maintenance bond #70180287 in the amount of \$49,078.96 by Cornerstone Site Services, LLC. for one year for roadway asphalt repairs on segments of Marsh Lane & Limerick Road in Shadow Creek subdivision, Phase 8, Section 2. JONES/BORCHERDING
34	120-177	Discuss and possible action to authorize the County Judge to execute a Contract for Engineering Services between Hays County and HDR Engineering, Inc. in the amount of \$800,000 for environmental documentation, design schematic, right-of-way determination and mapping for grade separation of Kohlers Crossing and UPRR, a Hays County 2016 Road Bond Project and amend the budget accordingly. JONES/BORCHERDING

35	178-184	Discussion and possible action to consider granting a variance from Chapter 721.4.01 of the Hays County Development Regulations for the Driftwood Golf and Ranch Club Subdivision. JONES/BORCHERDING
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SUBDIVISIONS

36	185-191	SUB-1370; Grant Harris Subdivision. Discussion and possible action to consider a variance from the Hays County Development Regulations Chapter 721, Subchapter 5.07 regarding Shared Access Driveways. INGALSBE/MACHACEK
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MISCELLANEOUS

37	192-193	Discussion and possible action to authorize the County Judge to execute a \$4,500 Request for Service form (RFS) with Tyler Technologies related to the County Wide New World ERP Financial Software upgrade. BECERRA/MCGILL/VILLARREAL-ALONZO
38	194-195	Discussion and possible action to authorize payment to G.T. Distributions, Inc. for the Constable Pct. 5 Office related to the purchase of three (3) CoolCop A/C Dash attachments to install in Law Enforcement Vehicles for \$179.85. JONES/ELLEN
39	196-198	Discussion and possible action to authorize the acceptance of a grant award from the Office of the Governor Criminal Justice Division for the Hays County Mental Health Crisis Intervention project in the amount of \$62,304 and amend the budget accordingly. SHELL/T.CRUMLEY
40	199	Discussion and possible action to Authorize Commercial OSSF Permit and grant a variance to Section 10-W(6) of the Hays County Rules for On-Site Sewage Facilities at 4901 W Hwy 290, Dripping Springs, Texas 78620. SMITH/STRICKLAND
41	200-201	Discussion and possible action to approve a resolution of support for the former Alba Ranch to be formally recognized by the Texas Historical Commission's Undertold marker designation. SMITH

EXECUTIVE SESSIONS

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

42	202	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the performance and duties of the Veterans Service Officer, Emergency Services Director, IT Director, Human Resources Director, Transportation Director, General Counsel, Director of Countywide Operations and Development Services Director. BECERRA/MILLER
43	203	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 or value of real property regarding Parks and Open Space within Hays County. SHELL
44	204	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange or value of Right of Way along proposed FM110 in Pct. 1. Possible action may follow in open court. INGALSBE

STANDING AGENDA ITEMS

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

45	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA/J.MCINNIS	
46	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA	
47	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. INGALSBE/CUTLER	
48	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Wade Benton, HNTB and Allen Crozier, HDR. Possible action may follow. BECERRA	
49	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. SHELL	

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 11th day of October, 2019

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a proclamation recognizing the 90th Birthday of the Moon-McGehee Chapter of the Daughters of the Republic of Texas.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

BECERRA

N/A

SUMMARY

See the attached proclamation.



**PROCLAMATION RECOGNIZING THE 90TH BIRTHDAY OF
THE DAUGHTERS OF THE REPUBLIC OF TEXAS**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, the Moon-McGehee Chapter of the Daughters of the Republic of Texas was the 31st out of over 100 chapters to be chartered, which occurred on 10 September 1929, and the chapter has had continuous participation in Daughters of the Republic of Texas for the full 90 years; and

WHEREAS, this chapter was named to honor two Hays County early settlers – William Washington Moon and Thomas Gilmer McGehee – and chartering chapter had descendants of these two men in their membership; and

WHEREAS, members of this chapter of the Daughters of the Republic of Texas also include women who descend from those who rendered loyal service to Texas through the colonies authorized under the Spanish or Mexican governments prior to its annexation in 1846; and

WHEREAS, this chapter throughout its 90 years has provided for the community public programs at libraries and schools, donated books and flags to libraries and schools, sponsored essay and art contests for students, and currently provides a scholarship to a graduating senior; and

WHEREAS, each year this chapter marks the gravesite of an early pioneer, deceased chapter member, or Real Daughter.. The chartering chapter had 3 Real Daughters – members of DRT whose father or mother lived in Texas at the time of the Republic; and

WHEREAS, this chapter sponsors a Children of the Republic of Texas chapter for young people under the age of 20 who are descendants of the Republic of Texas patriots; and

WHEREAS, Hays County is pleased to recognize the Moon-McGehee Chapter of the Daughters of the Republic on the occasion of its 90th birthday, which is being celebrated at the Charles S. Cock House on October 19, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim October 19, 2019 as

MOON-MCGEHEE CHAPTER OF THE DAUGHTERS OF THE REPUBLIC OF TEXAS DAY

ADOPTED THIS THE 15th DAY OF OCTOBER 2019

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a proclamation declaring October 19, 2019 as White Cane Day.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SMITH

N/A

SUMMARY

See the attached proclamation.



**PROCLAMATION DECLARING OCTOBER 19, 2019 AS
WHITE CANE DAY**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, Lions International, with over 1.3 million members in the world, has been dedicated to serving sight for over 60 years; and

WHEREAS, the San Marcos Lions Club has been outstanding in its community by helping the needy with sight problems through the use of its White Cane donations; and

WHEREAS, the San Marcos Lions Club has invited its neighbors to share in saving vision by donating to its White Cane event; and

WHEREAS, the Lions Club provides all manpower, womanpower, and leadership;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim October 15, 2019 as:

White Cane Day

And invites all the citizens of Hays County to join them in sharing the Lions Club's concern for ensuring the best sight possible for all of our neighbors in need by giving generously to Lions White Cane Day. Every penny will give the "GIFT OF SIGHT."

ADOPTED THIS THE 15th DAY OF OCTOBER 2019

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

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

Presentation on conservation efforts and concepts for public use regarding El Rancho Cima, formerly the Sam Houston Area Council Boy Scout Ranch, located between RM 32 and the Blanco River.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

A presentation will be made during Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE

CONSENT

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of Juror checks.

ITEM TYPE

CONSENT

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE

CONSENT

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioners Court Minutes of October 1, 2019.

ITEM TYPE

CONSENT

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

CARDENAS

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 1ST DAY OF OCTOBER A.D., 2019, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MARK JONES	COMMISSIONER, PCT. 2
LON A. SHELL	COMMISSIONER, PCT. 3
WALT SMITH	COMMISSIONER, PCT. 4
ELAINE H. CÁRDENAS	COUNTY CLERK

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Chaplin Nahum Melendez gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

John Jack Hugman and Dan Lyon, Hays County residents, gave public comments.

34362 ADOPT A PROCLAMATION DECLARING OCTOBER 2019 AS MEDIATION AWARENESS MONTH AND PRESENTATION BY MARTHA JOYCE, DIRECTOR OF THE CENTRAL TEXAS DISPUTE RESOLUTION CENTER

Martha Joyce, Director of the Central Texas Dispute Resolution Center, spoke on this proclamation. **A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to adopt a proclamation declaring October 2019 as Mediation Awareness Month and Presentation by Martha Joyce, Director of the Central Texas Dispute Resolution Center. All present voted "Aye." MOTION PASSED**

34363 ADOPT A PROCLAMATION DECLARING OCTOBER 4, 2019 AS NATIONAL MANUFACTURING DAY AND THE MONTH OF OCTOBER 2019 AS NATIONAL MANUFACTURING MONTH

Christian Duran, Greater San Marcos Partnership, and Judge Becerra spoke on this proclamation. **A motion was made by Commissioner Jones seconded by Commissioner Shell to adopt a proclamation declaring October 4, 2019 as National Manufacturing Day and the month of October 2019 as National Manufacturing Month. All present voted "Aye." MOTION PASSED**

34364 ADOPT A PROCLAMATION DECLARING OCTOBER 2019 AS DOMESTIC VIOLENCE AWARENESS MONTH

Alyssa Rodriguez, director of HCWH, Lieutenant Dennis Gutierrez, and Judge Becerra spoke on this proclamation. **A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to adopt a proclamation declaring October 2019 as Domestic Violence Awareness Month. All present voted "Aye." MOTION PASSED**

34365 ADOPT A PROCLAMATION DECLARING OCTOBER 1, 2019 AS NATIONAL NIGHT OUT

Sheriff Cutler spoke on this proclamation. A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to adopt a proclamation declaring October 1, 2019 as National Night Out. All present voted "Aye." MOTION PASSED

34366 ADOPT A PROCLAMATION DECLARING OCTOBER 12, 2019 AS INDIGENOUS PEOPLE'S DAY

Maria Rocha spoke on this proclamation. A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to adopt a proclamation declaring October 12, 2019 as Indigenous People's Day. All present voted "Aye." MOTION PASSED

6 PRESENTATION ON CONSERVATION SUBDIVISION DEVELOPMENT BY CAITLYN STRICKLAND, DEVELOPMENT SERVICES, AND ALEXANDRA THOMPSON, OFFICE OF COUNTYWIDE SERVICES, REGARDING STRATEGY AND FUTURE CONSERVATION PROJECTS.

Caitlyn Strickland gave the presentation. Alexandra Thompson answered questions about the conservation project and volunteer program. Commissioner Ingalsbe, Commissioner Shell, Commissioner Smith, and Judge Becerra spoke on this item. **No action was taken.**

34367 APPROVE PAYMENTS OF COUNTY INVOICES

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

34368 APPROVE PAYMENTS OF JUROR CHECKS

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve payments of Juror checks. All present voted "Aye." MOTION PASSED

34369 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS

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

34370 APPROVE COMMISSIONERS COURT MINUTES OF SEPTEMBER 24, 2019

A motion was made with the by Commissioner Jones seconded by Commissioner Ingalsbe to approve Commissioners Court Minutes of September 24, 2019. All present voted "Aye." MOTION PASSED

**34371 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR CONSTRUCTION
34371OFFICE AT 179 S. CANYONWOOD DRIVE, DRIPPING SPRINGS,
TEXAS 78620**

Judge Becerra spoke on description of agenda items. A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for construction office at 179 S. Canyonwood Drive, Dripping Springs, Texas 78620. All present voted "Aye." MOTION PASSED

**34372 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN ANNUAL CONTRACT
RENEWAL BETWEEN THE HAYS COUNTY PARKS
DEPARTMENT/COUNTYWIDE OPERATIONS AND CHECKFRONT, IN THE
AMOUNT OF \$7,999, IN ORDER TO CONTINUE ACCESS TO THE ONLINE
RESERVATION SYSTEM**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize the County Judge to execute an annual contract renewal between the Hays County Parks Department/Countywide Operations and Checkfront, in the amount of \$7,999, in order to continue access to the online reservation system. All present voted "Aye." MOTION PASSED

**34373 AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD FROM THE U.S.
DEPARTMENT OF JUSTICE, EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT (JAG) PROGRAM IN THE AMOUNT OF \$11,513 FOR
BULLETPROOF VESTS FOR COUNTY LAW ENFORCEMENT OFFICERS
AND AMEND THE BUDGET ACCORDINGLY**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize the acceptance of a grant award from the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG) program in the amount of \$11,513 for bulletproof vests for county law enforcement officers and amend the budget accordingly. All present voted "Aye." MOTION PASSED

**34374 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE FY 2020 GRANT
AGREEMENTS WITH THE U.S. DEPARTMENT OF JUSTICE, DRUG
ENFORCEMENT ADMINISTRATION FOR OVERTIME REIMBURSEMENTS
OF \$3,500 RELATED TO THE SHERIFF'S OFFICE ORGANIZED CRIME
DRUG ENFORCEMENT TASK FORCE (OCDEF) AND AMEND THE BUDGET
ACCORDINGLY**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the County Judge to execute the FY 2020 Grant Agreements with the U.S. Department of Justice, Drug Enforcement Administration for overtime reimbursements of \$3,500 related to the Sheriff's Office Organized Crime Drug Enforcement Task Force (OCDEF) and amend the budget accordingly. All present voted "Aye." MOTION PASSED

**34375 AUTHORIZE PAYMENT TO TEXAS FIFTH WALL ROOFING SYSTEMS OF
\$710.22 WHERE NO PURCHASE ORDER WAS IN PLACE AS PER THE
COUNTY PURCHASING POLICY**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize payment to Texas Fifth Wall Roofing Systems of \$710.22 where no purchase order was in place as per the County Purchasing Policy. All present voted "Aye." MOTION PASSED

34376 APPROVE SPECIFICATIONS FOR IFB 2020-B02 HAULING OF SOLID WASTE AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve specifications for IFB 2020-B02 Hauling of Solid Waste and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." MOTION PASSED

34377 APPROVE SPECIFICATIONS FOR IFB 2020-B01 SAWYER RANCH ROAD PEDESTRIAN IMPROVEMENTS AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve specifications for IFB 2020-B01 Sawyer Ranch Road Pedestrian Improvements and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." MOTION PASSED

34378 APPROVE SPECIFICATIONS FOR IFB 2020-P02 COUNTYWIDE JANITORIAL SERVICES AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE

Mark Kennedy, General Counsel, commented on error the item which should be RFB not IFB. A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to approve specifications for RFB 2020-P02 Countywide Janitorial Services and authorize Purchasing to solicit for proposals and. All present voted "Aye." MOTION PASSED

34379 AUTHORIZE THE COUNTY JUDGE TO EXECUTE SOCIAL SERVICE AGENCY FUNDING CONTRACTS AS APPROVED IN THE FY 2020 BUDGET

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to authorize the County Judge to execute Social Service Agency funding contracts as approved in the FY 2020 budget. All present voted "Aye." MOTION PASSED

34380 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A RENEWAL AGREEMENT FOR \$334,550 WITH SHI GOVERNMENT SOLUTIONS FOR THE COUNTY WIDE MICROSOFT LICENSING AGREEMENT

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to authorize the County Judge to execute a renewal agreement for \$334,550 with SHI Government Solutions for the County Wide Microsoft Licensing Agreement. All present voted "Aye." MOTION PASSED

34381 AUTHORIZE THE COUNTY JUDGE TO EXECUTE GRANDE'S SERVICE REQUEST FORM FOR WORK RELATED TO THE HAYS COUNTY PUBLIC SAFETY BOND PROJECT IN THE AMOUNT OF \$30,500

Mark Kennedy, General Counsel, noted that Court finds for exemption under Texas Local Government Code 262.024(a)(7). A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to authorize the County Judge to execute Grande's Service Request Form for work related to the Hays County Public Safety Bond project in the amount of \$30,500. All present voted "Aye." MOTION PASSED

34382 APPROVE SPECIFICATIONS FOR RFQ 2020-Q01 RIGHT OF WAY ACQUISITION ATTORNEY SERVICES AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE

Marisol Alonzo-Villarreal, Auditors Office, spoke on this item. Commissioner Ingalsbe, Commissioner Jones A motion was made by Commissioner Jones seconded by Commissioner Smith to approve specifications for RFQ 2020-Q01 Right of Way Acquisition Attorney Services and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED

34383 APPROVE THE CANCELLATION OF THE HAYS COUNTY COMMISSIONERS COURT ON NOVEMBER 12, 2019

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to approve the cancellation of the Hays County Commissioners Court on November 12, 2019. All present voted "Aye." MOTION PASSED

34384 AUTHORIZE PAYMENT TO BECKWITH ELECTRONIC SYSTEMS, LLC IN THE AMOUNT OF \$730.00 WHERE NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER COUNTY PURCHASING POLICY

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to authorize payment to Beckwith Electronic Systems, LLC in the amount of \$730.00 where no purchase order was issued as required per County Purchasing Policy. All present voted "Aye." MOTION PASSED

34385 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND LJA ENGINEERING RELATED TO RIGHT OF WAY (ROW) SERVICES ON AN AS-NEEDED BASIS

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and LJA Engineering related to Right of Way (ROW) services on an as-needed basis. All present voted "Aye." MOTION PASSED

34386 ESTABLISH A 4-WAY STOP ON OVERPASS ROAD (A.K.A. WHITE WING TRAIL) AT THE INTERSECTION WITH FIRE CRACKER DRIVE

Judge Becerra opened the public hearing at 9:56 A.M. No comments were made. Judge Becerra closed the public hearing at 9:56 A.M. Commissioner Jones spoke on this item. A motion was made by Commissioner

Jones seconded by Commissioner Ingalsbe to establish a 4-way stop on Overpass Road (a.k.a. White Wing Trail) at the intersection with Fire Cracker Drive. All present voted "Aye." MOTION PASSED

34387 CALL FOR A PUBLIC HEARING ON OCTOBER 15, 2019 TO ESTABLISH A STOP SIGN ON LIVE OAK DRIVE AT CHAPARRAL ROAD, A YIELD SIGN ON SPANISH OAK TRAIL AT LIVE OAK DRIVE, AND A YIELD SIGN ON POST OAK PATH AT LIVE OAK DRIVE WITHIN ALLEGRE MONANTIAL SUBDIVISION

A motion was made by Commissioner Smith seconded by Commissioner Ingalsbe to call for a public hearing on October 15, 2019 to establish a stop sign on Live Oak Drive at Chaparral Road, a yield sign on Spanish Oak Trail at Live Oak Drive, and a yield sign on Post Oak Path at Live Oak Drive within Allegre Monantial subdivision. All present voted "Aye." MOTION PASSED

34388 ESTABLISH "NO PARKING" ZONES ON SECTIONS OF CREEK ROAD & MT. GAINOR ROAD ALONG ONION CREEK

Judge Becerra opened the public hearing at 9:58 A.M. Dan Lyon, Hays County resident, spoke during the public hearing. Judge Becerra closed the public hearing at 9:59 A.M. Commissioner Smith spoke on this item. A motion was made by Commissioner Smith seconded by Commissioner Shell to establish "No Parking" zones on sections of Creek Road & Mt. Gainor Road along Onion Creek. All present voted "Aye." MOTION PASSED

34389 ACCEPT FISCAL SURETY FOR THE CONSTRUCTION OF STREET IMPROVEMENTS IN THE AMOUNT OF \$151,602.50 (BOND # PB03016800532) AND DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$91,735.50 (BOND # PB03016800535) FOR RUTHERFORD WEST, SECTION 5

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to accept fiscal surety for the construction of street improvements in the amount of \$151,602.50 (Bond # PB03016800532) and drainage improvements in the amount of \$91,735.50 (Bond # PB03016800535) for Rutherford West, Section 5. All present voted "Aye." MOTION PASSED

34390 ADOPT THE FY 2020 COUNTY HOLIDAY CALENDAR

Anita Collins, County Judge's Executive Assistant, spoke on this item. Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, and Judge Becerra spoke on this item. A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to adopt the FY 2020 County Holiday Calendar. All present voted "Aye." MOTION PASSED

34391 APPROVE A RESOLUTION OF SUPPORT FOR DRIFTWOOD HISTORICAL CONSERVATION SOCIETY'S EFFORT TO HAVE THE LEGISLATURE RECOGNIZE WILLIAM B. TRAVIS HERITAGE LEAGUE SURVEY WITH AN UNDERTOLD HISTORICAL DESIGNATION COMMEMORATIVE PLAQUE

Commissioner Smith, Commissioner Ingalsbe, and Judge Becerra spoke on this item. A motion was made by Commissioner Smith seconded by Commissioner Jones to approve a resolution of support for Driftwood Historical Conservation Society's effort to have the legislature recognize William B. Travis Heritage League Survey with an Undertold Historical designation commemorative plaque. All present voted "Aye." MOTION PASSED

32 FORMATION OF A NEW PARKS AND OPEN SPACE ADVISORY BOARD (POASB), THE REVIEW OF EXISTING PARKS, AND AN UPDATE TO THE 2012 HAYS COUNTY PARKS, OPEN SPACE AND NATURAL AREA MASTER PLAN

Commissioner Shell, Commissioner Ingalsbe, and Judge Becerra spoke on this item. Update to be given in two weeks. No action taken.

34392 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A RECORDS PRESERVATION PROPOSAL FOR \$73,198 WITH KOFILTE TECHNOLOGIES FOR PERMANENT RECORDS MAINTAINED IN THE DISTRICT CLERK'S OFFICE

Beverly Crumley, District Clerk, Elaine Cardenas, County Clerk, Commissioner Ingalsbe, and Judge Becerra spoke on this item. A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to authorize the County Judge to execute a Records Preservation Proposal for \$73,198 with Kofilte Technologies for permanent records maintained in the District Clerk's Office. All present voted "Aye." MOTION PASSED

34393 AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE HAYS COUNTY VETERAN'S TREATMENT COURT AND BE WELL MENTAL HEALTH, PLLC RELATED TO PSYCHOLOGICAL EVALUATIONS AND TREATMENT PROGRAMS FOR VETERANS

Commissioner Shell, Commissioner Ingalsbe, and Judge Becerra spoke on this item. A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to authorize the execution of a Memorandum of Understanding between the Hays County Veteran's Treatment Court and Be Well Mental Health, PLLC related to psychological evaluations and treatment programs for veterans. All present voted "Aye." MOTION PASSED

34394 AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE HAYS COUNTY VETERAN'S TREATMENT COURT AND COUNSELINK, INC. RELATED TO COUNSELING SERVICES FOR VETERANS

A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to authorize the execution of a Memorandum of Understanding between the Hays County Veteran's Treatment Court and Counselink, Inc. related to counseling services for veterans. All present voted "Aye." MOTION PASSED

34395 AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE HAYS COUNTY VETERAN'S TREATMENT COURT AND LAKE INKS PROFESSIONAL SERVICES, LLC RELATED TO PSYCHOLOGICAL EVALUATIONS AND TREATMENT PROGRAMS FOR VETERANS

A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to authorize the execution of a Memorandum of Understanding between the Hays County Veteran's Treatment Court and Lake Inks Professional Services, LLC related to psychological evaluations and treatment programs for veterans. All present voted "Aye." MOTION PASSED

34396 ACTION TO AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE HAYS COUNTY VETERAN'S TREATMENT COURT AND YOUIMPROVE INTEGRATIVE COUNSELING SERVICES RELATED TO COUNSELING SERVICES FOR VETERANS

A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to action to authorize the execution of a Memorandum of Understanding between the Hays County Veteran's Treatment Court and YouImprove Integrative Counseling Services related to counseling services for veterans. All present voted "Aye." MOTION PASSED

34397 AUTHORIZE THE EXECUTION OF THE FY20 TEXAS INDIGENT DEFENSE COMMISSION (TIDC) HAYS COUNTY INDIGENT DEFENSE COORDINATOR (IDC) PROGRAM GRANT IN THE AMOUNT OF \$61,341 AND AMEND THE BUDGET ACCORDINGLY

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to action to authorize the execution of the FY20 Texas Indigent Defense Commission (TIDC) Hays County Indigent Defense Coordinator (IDC) Program grant in the amount of \$61,341 and amend the budget accordingly. All present voted "Aye." MOTION PASSED

34398 APPROVE THE PURCHASE AND INSTALLATION OF BROADCASTING EQUIPMENT (HD CAMERAS, MOUNTS, CABLES, ETC.) FROM SWAGIT IN THE AMOUNT OF \$33,306.00 AND AMEND THE BUDGET ACCORDINGLY

Elaine Cardenas, County Clerk, gave a presentation by power point. Jeff McGill, Information Technology Director, Commissioner Shell, Commissioner Ingalsbe, Commissioner Smith, and Judge Becerra spoke on this item. A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to approve the purchase and installation of broadcasting equipment (HD cameras, mounts, cables, etc.) from Swagit in the amount of \$33,306.00 and amend the budget accordingly. All present voted "Aye." MOTION PASSED

34399 SELECT A FIRM TO AWARD THE WORK, AND TO AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A CONTRACT REGARDING STREAMING AND RELATED SERVICES FOR THE COMMISSIONERS COURT, INCLUDING AGENDA PREPARATION, VIDEO ARCHIVING AND POSTING

Elaine Cardenas, County Clerk, gave a presentation by power point. Mark Kennedy, General Counsel confirmed that the current contract will end in late November 2018. Commissioner Jones, Commissioner Shell, Commissioner Ingalsbe, Commissioner Smith, and Judge Becerra spoke on this item. **A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to select a firm to award the work, and to authorize staff and counsel to negotiate a contract regarding streaming and related services for the Commissioners Court, including agenda preparation, video archiving and posting. All present voted "Aye." MOTION PASSED**

34400 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND BURNET COUNTY FOR JAIL SERVICES FOR THE CUSTODY AND CARE OF HAYS COUNTY INMATES

Commissioner Ingalsbe spoke on this item. **A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the County Judge to execute an Interlocal Cooperation Agreement between Hays County and Burnet County for Jail Services for the custody and care of Hays County inmates. All present voted "Aye." MOTION PASSED**

34401 APPROVE A RELATED PARTY DISCLOSURE FORM, TO BE INCORPORATED INTO PROCUREMENT PACKAGES ADVERTISED BY HAYS COUNTY

Mark Kennedy, General Counsel, Commissioner Shell, Commissioner Ingalsbe, and Commissioner Smith spoke on this item. **A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to action to approve a Related Party Disclosure Form, to be incorporated into procurement packages advertised by Hays County. All present voted "Aye." MOTION PASSED**

43 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PERFORMANCE AND DUTIES OF THE VETERANS SERVICE OFFICER, EMERGENCY SERVICES DIRECTOR, IT DIRECTOR, HUMAN RESOURCES DIRECTOR, TRANSPORTATION DIRECTOR, GENERAL COUNSEL, DIRECTOR OF COUNTYWIDE OPERATIONS AND DEVELOPMENT SERVICES DIRECTOR

Court convened into Executive Session at 11:33 A.M. and reconvened into open court at 12:53 P.M. **No action was taken.**

34402 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 K AND PROJECT WOLVERINE. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT

Court convened into Executive Session at 11:03 A.M. and reconvened into open court at 11:28 A.M. Jason Giulietti, Greater San Marcos Partnership spoke on the Project K and Project Wolverine. Matthew Ryan Head of Manufacturing. **A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to authorize the County Judge to authorize the County Judge to execute a Chapter 381 Economic**

Development Incentive Agreement between Hays County and Katerra Construction, LLC, as presented in Executive Session. All present voted "Aye." MOTION PASSED

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe execute a Chapter 381 Economic Development Incentive Agreement between Hays County and Access Dental Lab TX, LLC, as presented in Executive Session. All present voted "Aye." MOTION PASSED

45 ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

Judge Becerra announced the Burn Ban will remain in effect.

46 HAYS COUNTY INMATE POPULATION, TO INCLUDE CURRENT POPULATION COUNTS AND COSTS.

Judge Becerra gave an update on the inmate population with a cost to outsource inmates at \$71,165.

Clerk's Note Agenda Item #47 RE: *DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY. POSSIBLE ACTION MAY FOLLOW. - WAS PULLED.*

Clerk's Note Agenda Item #48 RE: *DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, WADE BENTON, HNTB AND ALLEN CROZIER, HDR. POSSIBLE ACTION MAY FOLLOW - WAS PULLED.*

Clerk's Note Agenda Item #49 RE: *DISCUSSION OF ISSUES RELATED TO ELECTRO PURIFICATION INCLUDING UPDATES ON THE FILED APPLICATION. POSSIBLE ACTION MAY FOLLOW - WAS PULLED.*

ADJOURNMENT

A motion was made by Commissioner Shell, seconded by Commissioner Jones to adjourn court at 12:55 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on October 1, 2019.



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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of the October 15, 2019 payroll disbursements in an amount not to exceed \$2,800,000.00 effective October 15, 2019 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 15, 2019	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Britney Richey, Hays County Treasurer	BECERRA	N/A

SUMMARY

Approve the October mid-month payroll disbursements not to exceed \$2,800,000.00.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for 13 office/warehouse buildings at 1220 Satterwhite Rd, Buda, Texas 78610.

ITEM TYPE

CONSENT

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Caitlyn Strickland, Director of Development Services

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

Juan Yamal Chamoun of Sutterwhite LLC is proposing an OSSF to serve 13 office/warehouse buildings. This 7.23 acre tract of land will be served by a public water supply.

The system designer, Hugo Elizondo, Jr., P.E., has designed a proprietary treatment system. After treatment, the effluent will be disposed via drip irrigation tubing for a maximum daily rate of 1200 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for one office/warehouse building at 31892 RR 12, Dripping Springs, TX 78620.

ITEM TYPE

CONSENT

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Caitlyn Strickland, Director of Development Services

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Kai Geschke of DP 12 SERIES OF KGMG SERIES LLC is proposing an OSSF to serve a 5462 square foot office/warehouse building. This tract of land is Lot 25 in the Wildwood Hills subdivision and will be served by a private water supply.

The system designer, Jon Maass, R.S., has designed a proprietary treatment system. After treatment, the effluent will be disposed via drip irrigation tubing for a maximum daily rate of 150 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute the 1st Letter Amendment to a Professional Services Agreement (PSA) between Hays County and Lockwood, Andrews and Newman, Inc. executed on or about October 31, 2017 for Right of Way Service for Dacy Lane, Phase II from Amberwood Loop to Hillside Terrace, road widening and realignment project.

ITEM TYPE

CONSENT

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

INGALSBE

JONES

SUMMARY

This letter is extending the duration of the project by one year. No additional funds are being requested.

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement ("Amendment") executed on October 31, 2017 is made this ____ day of _____, 20__, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and Lockwood, Andrews & Newman, Inc. (hereinafter referred to as "Contractor"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

Section 4. Duration of the Agreement shall be amended to reflect:

The parties agree that the Work shall be completed by ~~October 31, 2019~~ October 31, 2020, (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

EXCEPT FOR THE ABOVE MODIFICATIONS, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 1ST Amendment to Professional Services Agreement is hereby executed this the ____ day of _____, 20__, as is evidenced by the authorized signatures of the Parties, below.

CONTRACTOR

COUNTY

LOCKWOOD, ANDREWS & NEWMAN, INC
BY:
TITLE:

HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST: _____
ELAINE CARDENAS, MBA PhD
HAYS COUNTY CLERK

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of a Supplemental Agreement No. 2 to the Professional Service Agreement with Lockwood, Andrews & Newman, Inc. for Right of Way services on the FM 110 project in Hays County, increasing the Compensation Cap from \$168,150.00 to \$178,150.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 15, 2019	\$10,000

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
BORCHERDING	INGALSBE	N/A

SUMMARY

Additional money is to assist with FM 110 Right of Way services and extension of work by one year.

SUPPLEMENTAL AGREEMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT

This Supplemental Agreement No. 2 to Professional Services Agreement (“Supplemental No. 2”) to the Professional Services Agreement (attached hereto as Exhibit “A”) is made this 15th day of October, 2019, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as “County”) and Lockwood, Andrews & Newman, Inc. (hereinafter referred to as “Contractor”). The County and Contractor are sometimes hereinafter collectively referred to as “the parties to this Agreement” or “the parties.” The original Professional Services Agreement was executed by the parties on or about October 31, 2017.

SUPPLEMENTS: The following is supplemented and incorporated into the original agreement.

The not to exceed Compensation Cap cited in section 5 of the Professional Services Agreement is increased \$10,000 from \$168,150 to \$178,150 for Right of Way services on the FM 110 project.

The Completion Date cited in section 4 is amended to October 31, 2020.

EXCEPT FOR THE ABOVE MODIFICATIONS, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This Supplemental Agreement No. 2 to Professional Services Agreement is hereby executed this the 15th day of October, 2019, as is evidenced by the authorized signatures of the Parties, below.

LOCKWOOD, ANDREWS & NEWMAN, INC.

HAYS COUNTY

JEANNE A. GANLEY
SENIOR RIGHT OF WAY AGENT

HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST: _____
ELAINE H. CARDENAS, MBA PhD
HAYS COUNTY CLERK

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for 14 offices at 14625 Fitzhugh Road, Austin, Texas 78737.

ITEM TYPE

CONSENT

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Caitlyn Strickland, Director of Development Services

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Steven & Belinda Covey are proposing an OSSF to serve 14 small offices. This 3.931 acre tract of land is Lot 1-A in the Family Tree Subdivision and will be served by a private well.

The system designer, Greg Nesbitt, R.S., has designed a standard treatment system. After treatment, the effluent will be disposed via low-pressure pipe for a maximum daily rate of 224 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the purchase of items from BJ's Tees in the amount of \$1,949.21 for the continuing education safety program for the Transportation Department.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 15, 2019	\$1,949.21

LINE ITEM NUMBER

020-710-00.5391

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	BECERRA	JONES

SUMMARY

The Transportation Department would like to purchase these items as incentives for safety-related awareness practiced throughout the year as a part of the continuing education safety program.



BJ's Tees, LLC
 2206A Old Ranch Rd 12
 San Marcos, TX 78666 US
 bjs.tees.llc@gmail.com
 www.sanmarcostees.com

ADDRESS

Transportation
 Hays County
 1307 Uhland Road
 Texas
 San Marcos, TX 78666

Estimate 1441

DATE 07/26/2019

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Description	Estimate for order of July 2019 Safety Champion	1	0.00	0.00
Adv. Specialties	Qty of 100 Retractable Badge Holders 1/placement front	100	1.76	176.00
Set-Up	Set up for retractable badge holders	1	38.00	38.00
Embroidery	XL P170 Hanes Unisex 7.8 oz., Ecosmart® 50/50 Pullover Hooded Sweatshirt 1/placement front left	3	26.75	80.25
Embroidery	2XL P170 Hanes Unisex 7.8 oz., Ecosmart® 50/50 Pullover Hooded Sweatshirt 1/placement front left	3	26.75	80.25
Embroidery	S/M 6572 Flexfit Adult Brushed Twill Cap 1/color front	30	13.95	418.50
Embroidery	L/XL 6572 Flexfit Adult Brushed Twill Cap 1/color front	70	13.95	976.50
Adv. Specialties	Polar Camel 20 oz. Green Ringneck Vacuum Insulated Tumbler w/Clear Lid 1/placement front lasered	4	25.25	101.00
Set-Up	Set up for Insulated Cups	1	22.50	22.50
Freight	Freight cannot be estimated at this time	1	56.21	56.21

TOTAL \$1,949.21

Accepted By

Accepted Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to Card Services in the amount of \$601.97 for expenses related to uniforms for the Building Maintenance Department where no purchase order was issued as per County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 15, 2019	\$601.97

LINE ITEM NUMBER

001-695-00.5474

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Building Maintenance Department purchased uniform items and did not obtain a purchase order as required per the County Purchasing Policy. Funds are available within their operating budget to fund the charges.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve out of state travel for Detective Kyri Lysek and Detective Jennifer Baker to attend the Internet Crimes Against Children Conference on December 11-13, 2019 in Orlando, Florida.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 15, 2019	\$288.00

LINE ITEM NUMBER

01-618-00.5551

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	BECERRA	N/A

SUMMARY

Out of state travel is needed to send Detective Kyri Lysek and Detective Jennifer Baker to attend the Internet Crimes Against Children Conference in Orlando, Florida on December 11-13, 2019. This conference will expand the efforts and knowledge base of law enforcement investigators by providing highly specialized training focused on investigating and prosecuting technology-facilitated crimes against children. This training is vital in helping develop the Detectives' skills to investigate the child pornography cases that the Sheriff's Office receives. Registration for this conference is free. Funding for travel expenses including hotel, airfare, and rental car fees will be paid for out of the Sheriff's Office LEOSE account. Funding of \$288.00 for per diem is allotted in the Sheriff's Office Continuing Ed g/l.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Historical Commission to utilize \$7,247.04 in donated funds to restore the historic water fountain located outside of the Hays County Courthouse and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 15, 2019	\$7,247.04

LINE ITEM NUMBER

141-676-00.5741

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Kate Johnson	BECERRA	N/A

SUMMARY

The Hays County Historical Commission would like to utilize donated funds to restore the historic water fountain located outside of the Hays County Courthouse. The restoration will be done by The Fence Lady (TFL Inc.), who is a contractor with Choice Partners. TFL will repair/replace the pump and plumbing components which will allow the fountain to operate as intended. The outside of the fountain will be sandblasted and repainted.

*TFL Quote Attached

TFL INC. **THE FENCE LADY**

Estimate

104 KENDALL RIDGE
BOERNE, TX 78015

Date	Estimate #
8/30/2019	1624

Name / Address
Hays County 712 S. Stagecoach Trail Suite 1071 San Marcos, Texas, 78666

		P.O. No.	Project			
		Choice Partners				
Item	Description	Qty	Amount	Cost	Markup	Total
general construction	Court House Water Fountain Repairs SOW: - Disassemble the upper portion of the fountain - repair/replace the pump and plumbing components - re assemble the fountain - this includes re setting parts that have been stored for a while, this will require pinning and welding and possibly fabrication - sand blast the fountain - repaint to restore to original patina - this work will allow the fountain to operate as was intended	1	7,247.04	7,247.04		7,247.04
Choice Partners Contract # 18/029JN-14				Total		
				\$7,247.04		

Signature _____

Phone #	E-mail	Web Site
830-822-1822	RDEAN1473@AOL.COM	www.thefencelady.com

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Sheriff's Office to temporarily convert Deputy positions to civilian Cadet positions at \$21.29 per hour for the current HCSO Basic Peace Officer Training Academy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 15, 2019	None

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

SUMMARY

The Sheriff's Office is requesting authorization to temporarily convert Deputy slots to Cadet slots for the current Basic Peace Officer Academy in progress. Cadet slots will be filled with current HCSO employees and are not included in the Collective bargaining agreement. Proposed Cadet pay is \$21.29 per hour and will be considered a full-time position with benefits. At the conclusion of the Academy class, the Deputy slots will be reinstated, and Cadet slots will be eliminated. The number of Cadet slots will depend on the number of vacant Deputy slots that are available at the time of testing.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Sheriff's Office to accept a donation of a Dual - 2 Antenna Radar System FROM Applied Concepts, Inc. valued at \$847.00 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 15, 2019	

LINE ITEM NUMBER

001-618-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

In the FY 2020 budget, the Sheriff's Office is approved to purchase three radar systems allotted for new three new employees. At this time, the vendor, Stalker Radar Applied Concepts, Inc., has a promotion to buy three radars and get one free, and the S.O. is requesting approval to accept the fourth radar for patrol. The total value of the radar is \$847.00.

Attachments: Applied Concepts, Stalker Radar Quote # 2031713

Budget Amendment

Increase Contributions 001-618-00.4610

Increase Law Enforcement Equipment Operating 001-618-00.5717_400

**BUYBOARD 534-17****QUOTE
2031713**

applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Ed Kosanke
972-801-4818Reg Sales Mgr: Bill Switzer - S TX
972-837-3434

Page 1 of 2

Date: 10/02/19**Effective From :** 08/29/2019**Valid Through:** 11/27/2019**Lead Time:** 21 working days

Bill To: Hays Co Auditor's Office 712 South Stagecoach Trail Ste. 1071 San Marcos, TX 78666	Customer ID: 009407 Accounts Payable	Ship To: Hays Co Sheriff's Dept 1307 Uhland Road San Marcos, TX 78666	<i>FedEx Ground</i> Fleet Supervisor Reagan Simon
--	--	---	---

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	3	805-0022-00	Dual - 2 Antenna Radar System	36	\$2,494.00	\$7,482.00
	Ln	Qty	Part Number	Description	Price	Ext Price
	1	3	200-0998-20	Dual Enhanced Counting Unit, 1.5 PCB		\$0.00
	2	3	200-0996-30	Dual Modular Display,Bright LEDs		\$0.00
	3	6	200-1237-35*	Dual Ka Antenna		\$0.00
	4	3	200-0920-00	Dual SL Remote Control w/Screw Latch		\$0.00
	5	3	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
	6	3	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
	10	3	200-0648-00	Display Sun Shield		\$0.00
	11	3	155-2055-08	Antenna Cable, 8 Ft		\$0.00
	12	3	155-2055-20	Antenna Cable, 20 Ft		\$0.00
	13	3	200-0622-00	VSS Cable Kit		\$0.00
	14	3	200-0820-00	Dual Manual Kit		\$0.00
	15	3	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
	16	3	060-1000-36	36 Month Warranty		\$0.00
	17	3	155-2211-00	Remote Display Interconnect Cable	\$71.00	\$213.00
	18	3	200-1063-00	2015-2018 FI SUV Remote Display Mount, Ka Band	\$57.00	\$171.00
	19	3	200-1064-00	2015-2019 FI SUV Rear Antenna Mount, Ka Band	\$45.00	\$135.00
	20	3	200-1062-00	2015-2019 FI SUV Dash Antenna Mount, Ka Band	\$74.00	\$222.00
Group Total						\$8,223.00

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	1	805-0022-00	Dual - 2 Antenna Radar System	36	\$0.00	\$0.00
	Ln	Qty	Part Number	Description	Price	Ext Price
	21	1	200-0998-20	Dual Enhanced Counting Unit, 1.5 PCB		\$0.00
	22	1	200-0996-30	Dual Modular Display,Bright LEDs		\$0.00
	23	2	200-1237-35*	Dual Ka Antenna		\$0.00
	24	1	200-0920-00	Dual SL Remote Control w/Screw Latch		\$0.00
	25	1	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
	26	1	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
	27	1	200-0243-00	Counting/Display Tall Mount		\$0.00
	28	1	200-0244-00	Antenna Dash Mount		\$0.00
	29	1	200-0245-00	Antenna Tall Deck Mount		\$0.00



applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Ed Kosanke
972-801-4818

QUOTE
2031713

Page 2 of 2

Date: 10/02/19

Reg Sales Mgr: Bill Switzer - S TX
972-837-3434

Effective From : 08/29/2019

Valid Through: 11/27/2019

Lead Time: 21 working days

Bill To: Hays Co Auditor's Office 712 South Stagecoach Trail Ste. 1071 San Marcos, TX 78666	Customer ID: 009407 Accounts Payable	Ship To: Hays Co Sheriff's Dept 1307 Uhland Road San Marcos, TX 78666	<i>FedEx Ground</i> Fleet Supervisor Reagan Simon
--	--	---	---

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	1	805-0022-00	Dual - 2 Antenna Radar System	36	\$0.00	\$0.00
	Ln	Qty	Part Number	Description	Price	Ext Price
	30	1	200-0648-00	Display Sun Shield		\$0.00
	31	1	155-2055-08	Antenna Cable, 8 Ft		\$0.00
	32	1	155-2055-20	Antenna Cable, 20 Ft		\$0.00
	33	1	200-0622-00	VSS Cable Kit		\$0.00
	34	1	200-0820-00	Dual Manual Kit		\$0.00
	35	1	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
	36	1	060-1000-36	36 Month Warranty		\$0.00
	37	1	155-2211-00	Remote Display Interconnect Cable	\$71.00	\$71.00
	38	1	200-1063-00	2015-2018 FI SUV Remote Display Mount, Ka Band	\$57.00	\$57.00
	39	1	200-1064-00	2015-2019 FI SUV Rear Antenna Mount, Ka Band	\$45.00	\$45.00
	40	1	200-1062-00	2015-2019 FI SUV Dash Antenna Mount, Ka Band	\$74.00	\$74.00
Group Total						\$247.00

Product	\$8,470.00	Sub-Total:	\$7,623.00
Discount 10%	\$847.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$70.00
		Total: USD	\$7,693.00

BUYBOARD CONTRACT NO. 534-17

001

Vehicle Information:
2020 Ford Explorer

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE

CONSENT

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Permit #:	Road Name:	Utility Company:
1165	Canyon Oaks Drive (River Oaks of Wimberley subd.)	PEC
1166	Windy Hill Road (temporary line)	PEC

HAYS COUNTY TRANSPORTATION DEPARTMENT



UTILITY PERMIT APPROVAL LETTER

***Notification must be given IN WRITING at least 48 hours before work begins, and proper traffic control must be implemented throughout the work zone.
Contact Tim Vande Vorde (512)-738-0747 and Tyler Pendergrass (512)-395-7286
Prior to Work**

Approval of Utility **Permit # 1165**

Application Date: September 17, 2019

Commissioner Court Approval Date: October 15, 2019

Utility Company Info:

- Name: Pedernales Electric Cooperative, Inc.
- Address: 1810 FM 150 West Kyle, Tx. 78640
- Phone: (830)992-9969
- Contact: Mike Moore
-

Engineer/Contractor Info:

- Name: Pedernales Electric Cooperative, Inc.
- Address: 1810 FM 150 West Kyle, Tx. 78640
- Phone: (830)992-9969
- Contact: Mike Moore
-

Type of Utility Service: Electric

Road Name(s): Canyon Oaks Drive

Subdivision: River Oaks

Pct. #: 3

Proposes to relocate a power pole from private property to Hays County Right Of Way to be able to install a driveway.



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

Application for Installation

Utility Line on Hays County Right of Way

Date: 9/17/19

Formal notice is hereby given that FEDERNALLES ELECTRIC COOPERATIVE, INC.
Company proposes to place a UTILITY POLE w/in 1' of Edge of Pavement
line within the right-of way of CANYON OAKS DRIVE, RIVER OAKS SUBD, WINTERLEY
as follows: (give location, length, general design, etc.)

- CUSTOMER HAS ASKED PEC TO RELOCATE A UTILITY POLE TO ACCOMMODATE NEW DRIVEWAY.
- PEC IS NEEDING TO ADJUST POLE INTO ROAD ROW TO MAINTAIN ANGLE OF WIRE.
- SEE ATTACHED MAP.

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

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

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

Our firm will insure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained during this installation.

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

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

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

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

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

Construction of this line will begin on or after the 21ST day of OCTOBER, 20 19.

General Special Provisions:

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

Firm FEDERNALLES ELECTRIC COOPERATIVE, INC.

Title ELECTRICAL DISTRIBUTION DESIGNER

By (Print) MIKE MOORE

Address 1810 FM150 WEST

Signature [Signature]

KYLE, TEXAS 78640

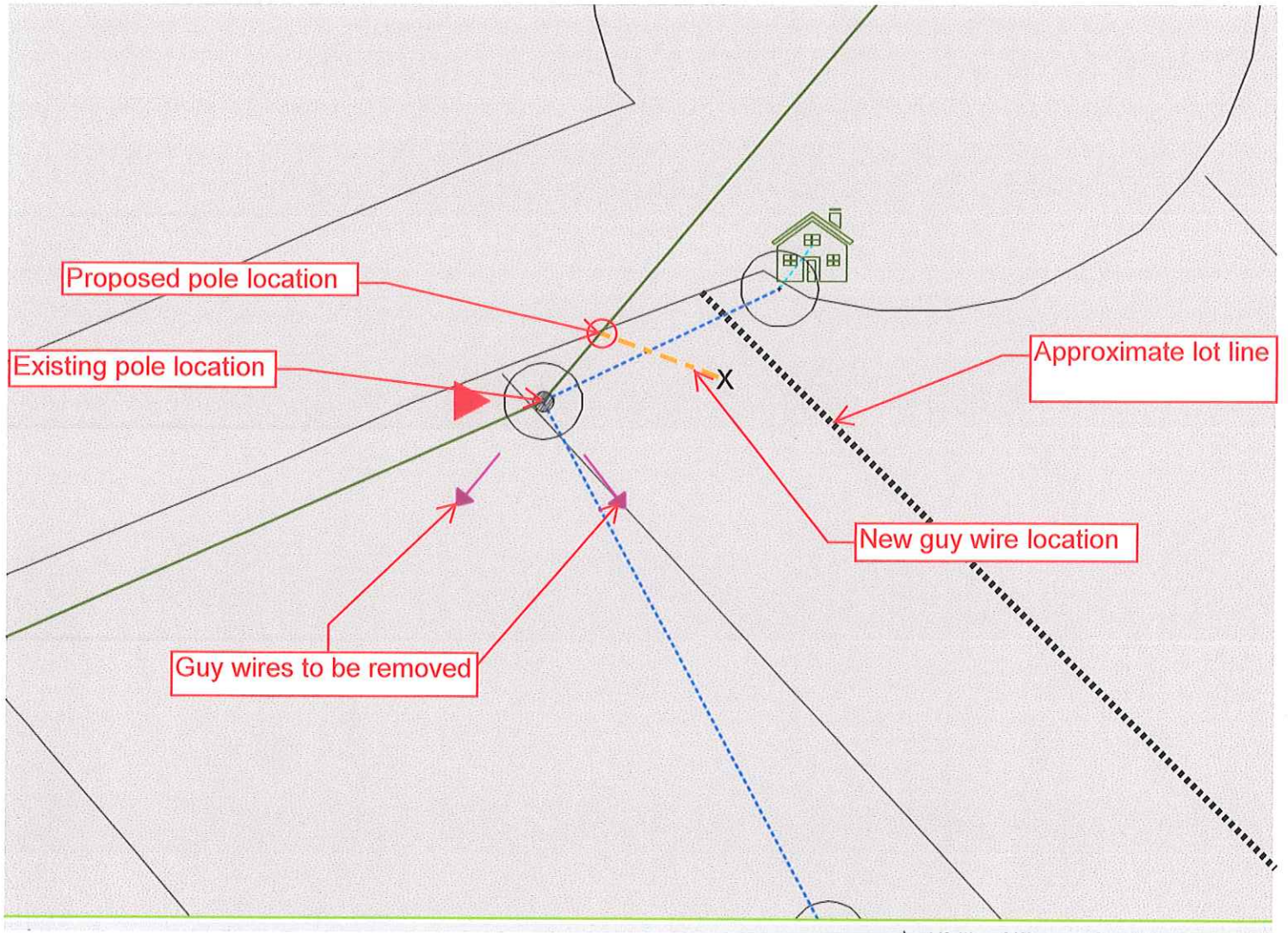
Phone 830-992-9969

Approved by Hays County Road & Bridge Department

Signature

Title

Date



HAYS COUNTY TRANSPORTATION DEPARTMENT



UTILITY PERMIT APPROVAL LETTER

***Notification must be given IN WRITING at least 48 hours before work begins, and proper traffic control must be implemented throughout the work zone.
Contact Tim Vande Vorde (512)-738-0747 and Tyler Pendergrass (512)-395-7286
Prior to Work**

Approval of Utility Permit # 1166

Application Date: October 9, 2019

Commissioner Court Approval Date: October 15, 2019

Utility Company Info:

- Name: Pedernales Electric Cooperative, Inc.
- Address: 1810 FM 150 West Kyle, Tx. 78640
- Phone: (830)992-9847
- Contact: Allen Kristof
-

Engineer/Contractor Info:

- Name: Pedernales Electric Cooperative, Inc.
- Address: 1810 FM 150 West Kyle, Tx. 78640
- Phone: (830)992-9847
- Contact: Allen Kristof
-

Type of Utility Service: Electric

Road Name(s): Windy Hill Road

Subdivision:

Pct. #: 3

Proposes to install 1 temporary overhead distribution power line across Windy Hill Rd approximately 1,500 feet east of Shadow Creek Blvd, from the north side of the road to a new LCRA/PEC substation on the south side of the road. A future permanent electric line will be bored under Windy Hill Rd and permitted at a later date.



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

Application for Installation

Utility Line on Hays County Right of Way

Date: 10/09/19

Formal notice is hereby given that:

Utility Company Pedernales Electric Cooperative, Inc. proposes to place an overhead power line within County Right-of-Way of Windy Hill Road with contractor to be determined as follows: (give location, length, general design, etc.) *The proposal is to install a temporary overhead distribution power line across Windy Hill Road so PEC facilities can be relocated to make room for the construction of the new electrical substation. The temporary overhead distribution power line will be replaced with a permanent underground feeder crossing Windy Hill Road which will involve boring under the roadway and will be permitted at a later date. The temporary overhead distribution power line proposed to cross Windy Hill Road will maintain a minimum of 22' clearance over the road right-of-way.*

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

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

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

Our firm will insure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained during this installation.

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

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

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

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

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

Construction of this line will begin on or after the 21st day of October, 2019.

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

Firm Pedernales Electric Cooperative, Inc.

By (Print) Allen Kristof

Signature [Signature]

Title Designer

Address 1810 FM 150 W

Phone Kyle TX 830-992-9847

Approved by Hays County Transportation Department

[Signature]

Signature

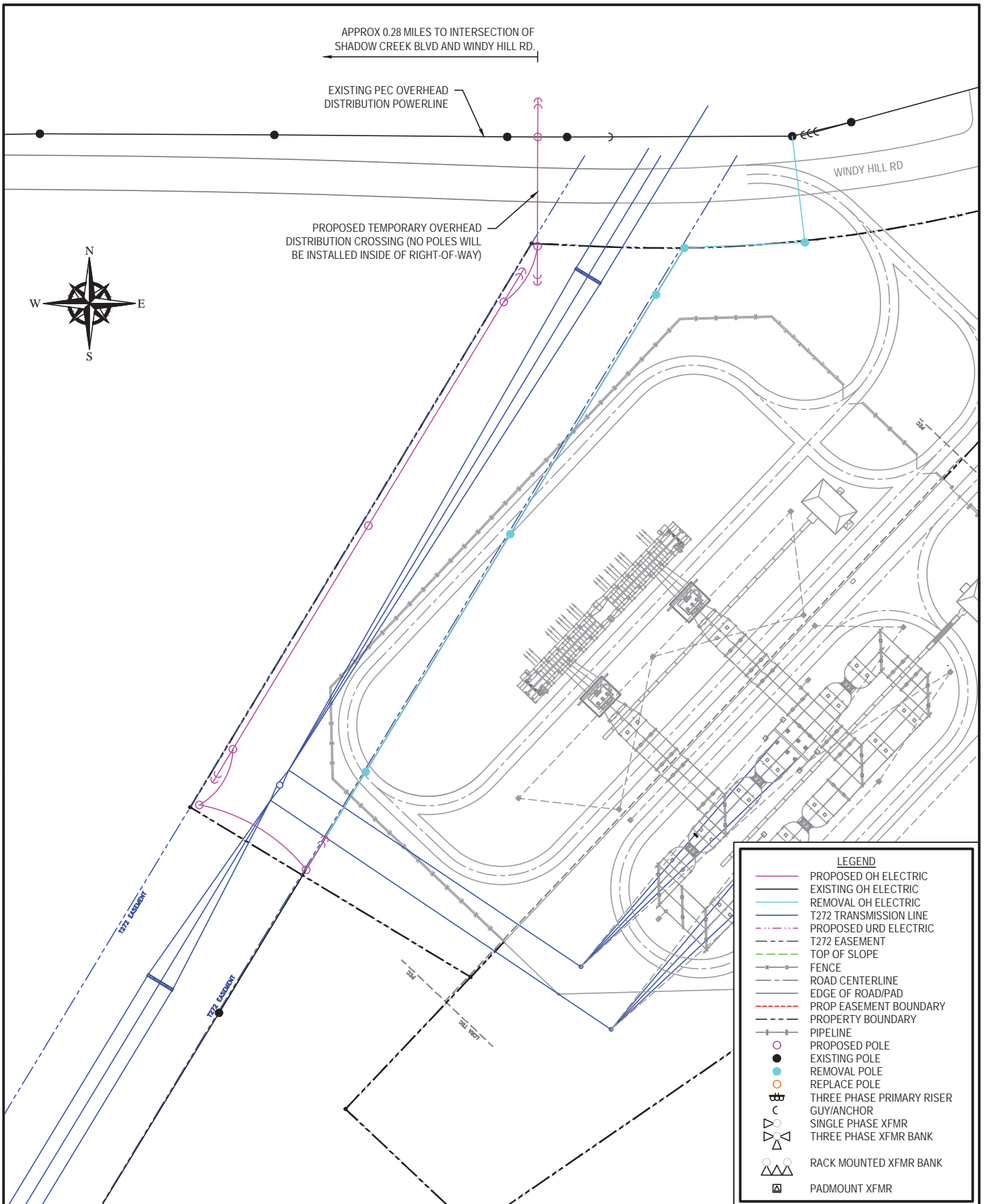
Operations Superintendent

Title

10/9/19

Date

10/09/2019 11:08 AM * bkallmyn * N:\PECK\19PECK3003 Crosswinds Substation Feeder Exits\Drawings\Preliminary Layout for LCRA and County Permit Exhibits.dwg



Pedernales Electric Cooperative

Hays County

PROJECT NAME:	Crosswinds Substation Feeder Exits	DATE:	10/09/2019
PROJECT NUMBER:	19PECK3003	SCALE:	1"=100'
DRAWING NUMBER:	19PECK3003-EXB-A1	DRAWN BY:	RBK

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve changes to the FY 2020 merit allocation process as recommended by the Human Resources Department.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 15, 2019	\$35,000

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Shari Miller	SHELL	N/A

SUMMARY

On September 17, 2019 the Commissioners Court approved merit guidelines for distributing a 3% merit pool, as well as a 2% salary chart movement. The FY20 merit allocation was calculated based on filled positions as of 8/31/2019 per the approved guidelines. Additionally, the 2% salary range movement was to be funded with the merit pool allocations. Due to this oversight, vacant positions as of 8/31/19 were not included in the merit pool calculations and were not funded at the new salary range minimum.

The H/R Director is requesting approval to utilize salary adjustments due to attrition to fund the new minimums for all vacant positions as of 8/31/2019 that were identified in the following departments:

Auditor
County Clerk
County Courts at Law
Development Services
Office of Emergency Services
Information Technology
Justice of the Peace, Pct. 3
Juvenile Probation
Juvenile Detention Center
Parks
Sheriff's Office
Jail
Tax Assessor-Collector
Transportation

The total cost is anticipated to be less than \$35k (includes fringe).

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Information Technology Department to purchase County Wide Adobe Software Licenses through a Multi Lang Team Licensing Agreement with Dell Marketing, Inc. as approved in the FY 20 budget in the amount of \$9,902.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 15, 2019	\$9,902

LINE ITEM NUMBER

Multiple Departments .5429

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jeff McGill	BECERRA	N/A

SUMMARY

The attached agreement was approved in the FY20 budget to purchase future Adobe Pro licenses on a three-year agreement. This agreement will allow the County to lock in pricing and receive all software updates at no additional cost. Funds were budgeted in FY20 for this licensing agreement.

Attachment: Dell Quote #1031014821460.1

Procured through DIR Contract #DIR-TSO-3763



A quote for your consideration.

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

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

Quote No. 1031014821460.1
Total \$9,901.52
Customer # 9657350
Quoted On Oct. 04, 2019
Expires by Oct. 31, 2019

Sales Rep David Felix
Phone (800) 456-3355, 5131594
Email David_Felix@Dell.com
Billing To ACCOUNTS PAYABLE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL STE
1071
SAN MARCOS, TX 78666-6247

Message from your Sales Rep

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

Regards,
David Felix

Shipping Group

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

Product	Unit Price	Qty	Subtotal
VLA ACROBAT PRO DC FOR TEAMS MLP MULTI NA LANG TEAM LICENSING SUBSCRIPTION NEW	\$162.32	61	\$9,901.52

Subtotal:	\$9,901.52
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$9,901.52

Shipping Group Details

Shipping To

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

Shipping Method

Standard Delivery

VLA ACROBAT PRO DC FOR TEAMS MLP MULTI NA LANG TEAM LICENSING SUBSCRIPTION NEW	\$162.32	Qty 61	Subtotal \$9,901.52
DIR Contract Number: DIR-TSO-3763			

Description	SKU	Unit Price	Qty	Subtotal
VLA ACROBAT PRO DC FOR TEAMS MLP MULTI NA LANG TEAM LICENSING SUBSCRIPTION NEW	AA597712	-	61	-

Subtotal:	\$9,901.52
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total:	\$9,901.52
---------------	-------------------

40 Records Preservation
1 Veteran's Administration
2 County Wide
12 District Attorney
6 County Courts at Law
61 Total Licenses

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: [Dell's Terms of Sale](#), which include a binding consumer arbitration provision and incorporate Dell's U.S. [Return Policy](#) and Warranty (for [Consumer warranties](#); for [Commercial warranties](#)).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - [Type A](#) and use of the Dell-branded system software is subject to the Dell End User License Agreement - [Type S](#).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at [\("Satisfaction Guarantee"\)](#) and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

ADOBE VALUE INCENTIVE PLAN TERMS AND CONDITIONS

This Value Incentive Plan (“VIP” or “Program”) Commercial Membership Agreement (“Agreement”) sets forth the terms of your participation as a Member in the Program. The Agreement is effective as of the date of online enrollment. This Agreement is entered into by and between Adobe and the customer identified in on-line enrollment to become a Member. “Adobe” shall mean either ADOBE INC., a Delaware corporation having a place of business at 345 Park Avenue, San Jose, CA 95110-2704, if the Agreement is entered into with a Member’s organization that is located in the United States, Canada, or Mexico, ADOBE SYSTEMS SOFTWARE IRELAND LIMITED, a company incorporated in Ireland and having a place of business at 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland as authorized agent of Adobe Systems Pty Ltd (ABN 72 054 247 835), if the Agreement is entered into with a Member’s organization that is located in Australia, or otherwise with ADOBE SYSTEMS SOFTWARE IRELAND LIMITED, a company incorporated in Ireland and having a place of business at 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland. Member shall license all software, services, and offerings available under the Program (collectively “Product”) to be installed and used within the United States (including United States territories and military bases wherever located), Canada, or Mexico from Adobe U.S. Member shall license all Products to be installed and used in Australia from Adobe Ireland, as authorized agent of Adobe Systems Pty Ltd (ABN 72 054 247 835). Member shall license all Products to be installed and used in all other countries and territories from Adobe Ireland.

1. Program Description.

1.1 General and Program Term. The VIP Program is a flexible licensing program designed to allow qualified and eligible customers to manage and deploy Product licenses purchased through the Program. The VIP Program is a membership program based on an annual product renewal period as further defined in Section 3.4 of this Agreement. Once the organization enrolls in a membership through the VIP administration user interface and is accepted by Adobe into the Program, the organization will be a member of the Program (“Member”) until the earliest of when (a) Adobe terminates the Program, (b) this Agreement terminates. Member’s participation is further subject to the terms stated in the program guide for the Program, which may be updated from time to time and is available at www.adobe.com/go/vip_program_guide_en (“Program Guide”). The Program Guide is hereby incorporated into the Agreement by reference. Adobe may change the terms of the Program at its sole discretion. If Program terms change Member may be required to reaccept the Program terms in the Console.

1.2 Termination. Notwithstanding the foregoing, either party may terminate the Agreement with or without cause on thirty (30) days prior written notice. Termination of this Agreement shall not affect Member’s obligations with regard to any Products ordered prior to the termination date, including without limitation any subscription terms or payment obligations. In addition, Adobe may immediately terminate this Agreement, upon written notice, for a material breach (including but not limited to any misappropriation or infringement of Adobe’s intellectual property rights). If this Agreement terminates, then Member’s organization shall immediately cease use of the Products, delete the Products from all computer systems and IT equipment on which it resides, and return to Member’s Account Manager any media containing the Products as well as any related materials. Account Manager means either (i) Reseller, if a transaction is through a reseller, or (ii) Adobe representative, if a transaction is with Adobe.

1.3 TOU. The access and use of the Products is governed by the applicable Adobe terms of use (“TOU”) available at <https://www.adobe.com/legal/terms.html>. The terms of the applicable TOUs are hereby

incorporated by reference (including without limitations terms related to governing law and venue). In the event of inconsistency between the terms of this Agreement and the terms of the TOU, the terms of this Agreement shall control.

1.4 Program Products. For a complete list of Products available through the Program, Member shall contact its Account Manager or go to the Program web pages located on Adobe.com <http://www.adobe.com/howtobuy/buying-programs/vip.html>. All Products purchased through the Program are solely for use within Member's own organization and all re-sale, sublicensing, and other distribution is prohibited except as set forth in Section 4.1 and/or the Program Guide, if applicable. Certain offerings may be available for license by purchasing Consumables, as described in the Program Guide.

1.5 Affiliates. Adobe agrees that customer's Affiliates may place orders under this Agreement for the Products provided hereunder. Customer retains ultimate liability for any acts or omissions of such Affiliate. Affiliate means, for Member, any other entity that controls, is controlled by, or under common control with, Member. For the purposes of this Section 1.5, the term "control" means the direct or indirect power to direct the affairs of the other entity through at least 50% of the shares, voting rights, participation, or economic interest in this entity.

2. Participation.

2.1 Adobe ID and VIP ID. An Adobe ID will be required in order to enroll in the Program. Upon completion of the VIP enrollment process, the Member will be assigned a VIP ID which must be referenced on all VIP orders. Member is responsible for acts or omissions of anyone who obtains access to and use of the Products through Member.

2.2 VIP Console. The Program administration user interface is the "Console." Once the terms of this agreement are accepted, the individual accepting on behalf of the organization will be assigned as the Contract Owner. The Contract Owner can add system administrator(s) (each an "Administrator"). The Contract Owner and any Administrator will be provided access to the Console where they will have the ability to access the Product, manage their subscriptions, and view their account information. The Console will allow the Administrator to invite additional users within their organization to gain access to the Console. Member authorizes any Administrator or Contract Owner to act on Member's behalf.

2.3 Confidentiality. Member shall treat VIP ID as confidential and not share or disclose such information.

2.4 Memberships. The terms of Exhibit B apply to Education, Government, and Non-Profit Memberships. Member must use a separate VIP Agreement for any Products made available and ordered for use in the People's Republic of China.

3. Ordering, Pricing, and Fulfillment.

3.1 *Ordering and Pricing.* Member shall place Product orders with their Account Manager within thirty (30) days after the Purchase Authorization Date, with payment being calculated from the Purchase Authorization Date. Purchase Authorization Date means the date the Purchase Authorization is created, or if no Purchase Authorization is created, then the date of order. All fees are determined by Member's Account Manager. Matters such as price, delivery, and payment terms must be agreed between Member and Member's Account Manager. Adobe cannot guarantee any particular discount, unless Adobe is Member's Account Manager.

3.2 *Access and Fulfillment.* Upon becoming a Member, Member's Administrator will be provided access to the available Products, through the Console. Member will have thirty (30) days from the Purchase Authorization Date to place a corresponding order. A Purchase Authorization may be created when Member adds Products through the Console.

3.3 *Over-deployment.* If the number of Products ordered is less than the actual number of Products deployed after the thirty-day period referenced in Section 3.2, then Member will no longer be able to deploy additional Products until payment is made for all outstanding deployments. Member may manage the number of Products deployed in the Console.

3.4 *Agreement Anniversary Date, Subscription Period, and Renewals.*

3.4.1 *Anniversary Date.* Unless otherwise communicated by Adobe, Member's Anniversary Date is the day twelve months after either Adobe accepts Member's initial order or, if earlier, Member's initial Purchase Authorization Date ("Anniversary Date").

3.4.2 *Subscription Period.* The Subscription Period means the period that a Member may use Products and any related services and includes the initial Subscription Period and any renewal Subscription Period. The initial Subscription Period means the period that begins on Member's first Purchase Authorization Date and ends the day prior to the Anniversary Date. If Member renews, then a renewal Subscription Period will begin on the Anniversary Date and continue until the day prior to the next Anniversary Date. Use of subscription Products and any related services co-terminates on the last day of the Subscription Period. Consumables must be used within a single Subscription Period, and any unused Consumables will expire on the last day of the Subscription Period. Additional information may be found in the Program Guide.

3.4.3 *Subscription Renewals.* Adobe will use reasonable efforts to notify Member prior to subscription termination. Member must renew subscriptions prior to the Anniversary Date in order to ensure uninterrupted use of Product. Renewal orders may be placed before the Anniversary Date; however, early renewal does not change the Anniversary Date.

3.5 *Upgrade Protection.* Purchase of the subscription Product(s) includes upgrade entitlement, meaning Member will be entitled to receive the latest generally available version of a subscription Product purchased under the program as long as the Product subscription is paid and active at the time Adobe makes the new version of the Product commercially available.

3.6 Returns. Without prejudice to any rights that a Member may have under any consumer laws in the jurisdiction that Member is located, once a Product is installed or accessed, Member cannot return it. If Member requests a return prior to installation, Member must return the entire order. Member must request the return of Products purchased under the Agreement through Member's Account Manager. Subject to any applicable warranty rights, return requests must be made to Member's Account Manager within fourteen (14) days after Member's original Product order date. Adobe must approve all return requests before any return is valid, as further described in the Program Guide.

3.7 Orders Direct From Adobe. If Member orders direct from Adobe, then this section will apply. Members can add Products at any time via the Console or via an Adobe representative, but you must place an order for all Products with an Adobe representative. Products are priced at the rates current at the time ordered and prorated based on the days remaining in your Subscription Period. Your order may be subject to credit approval. Member will be charged the Product price, plus applicable taxes. For any ordered Products, Member must pay in full within 30 days of the invoice date in accordance with the invoice. Any amounts not paid when due will bear interest at a rate which is the lesser of 1.0% per month or the maximum rate permitted by applicable law on any overdue fees, from the date due until the date the full amount plus interest is paid in-full.

4. Miscellaneous.

4.1 Transfer of License. Product TOUs do not govern restrictions regarding the transfer of Products licensed under or in connection with this Agreement. In limited circumstances, Adobe may permit the transfer of Product licenses under this Agreement in its sole and exclusive discretion. Such requests should be directed to Adobe Customer Service including a description of the reason for the proposed transfer and the contact information of the transferee. Additional information may be found in the Program Guide. For clarity, all offerings are licensed, not sold.

4.2 License Compliance. Member must maintain systems and/or procedures sufficient to ensure an accurate record of the number of copies of the Products that have been installed and/or deployed and retain records of Product installation and/or deployment for two (2) years after the termination of the Agreement. Adobe and/or its representatives may conduct an audit of Member's Product installation/deployment not more than once per year on thirty (30) days written notice. Such audit will require Member to provide an unedited, accurate report of all Products installed/deployed and accessed by Member and all valid purchase documentation for all Products within thirty (30) days after request. If the audit findings demonstrate non-conformity with the Product licenses, Member shall purchase the necessary licenses within thirty (30) days after being so notified. Notwithstanding the foregoing, Adobe reserves the right to conduct an onsite audit of Member license installation and deployment after ten (10) business days' prior written notice during regular business hours. This Section 4.2 shall survive termination of the Agreement for a period of two (2) years.

4.3 Use of Information. Adobe may use information about Member or Affiliate, including name and contact information, for fulfilling obligations under the Agreement. For more information, please see the Adobe Privacy Center (adobe.com/privacy).

4.4 Standing. The parties agree that the United Nations Convention on Contracts for the International Sale of

Goods is specifically excluded from application to this Agreement. If Member is an entity of the United States Federal Government, Member agrees that Adobe shall have standing and the right to assert any breach of contract claim arising out of this Agreement under the Contracts Disputes Act of 1978 (“Disputes Act”).

4.5 General. The parties are independent contractors, and this Agreement will not be construed to imply that either party is the agent or venturer of the other. Member may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Adobe and any prohibited assignment is null and void. Adobe may, at its sole discretion, assign or novate this Agreement, without the prior written consent of Member. This Agreement will be binding upon and will inure to the benefit of any permitted successors or assignees. No modification will be valid or binding unless in writing. This Agreement (including the Program Guide, applicable TOUs, and any Exhibits or on-line enrollment information, if applicable) represents the entire agreement between the parties on the subject matter of this Agreement. If any provision of this Agreement is held unenforceable, the remainder of the Agreement will continue in full force and effect.

This Agreement is prepared and is executed in the English language only. The English language version shall be controlling in all respects, and any version of this Agreement in any other language, shall not be binding and shall have no effect. Further, each party agrees that signature by Member or Adobe on any non-English language version, even if there is no signature(s) on the English language version shall be deemed execution of the English language version and binding on the parties. Without limiting the foregoing, if there is any conflict or inconsistency between the English language version of this Agreement and any other translated version of this Agreement, the English language version and interpretation shall prevail. All communications or notices to be made or given pursuant to this Agreement and any disputes arising under this Agreement shall be conducted or resolved in the English language.

4.6 Services. The Product may integrate with a variety of services, operated either by Adobe or by third parties, which may contain user-generated content that may be (a) inappropriate for minors, (b) illegal in some countries; or (c) inappropriate for viewing at work. A complete list of integrated services is available here: www.adobe.com/go/integratedservices. If Member wants to prevent viewing of or access to user-generated content services it may (i) disable service access in the Creative Cloud Packager, where that functionality is made available, or (ii) block access to the services via its network firewall. Services are not, under any circumstances, available to users under the age of thirteen (13). Adobe disclaims liability for all user-generated content available via the services. Member is responsible for determining whether use of the services complies with applicable laws in Member’s jurisdiction. Member is not entitled to a refund and Adobe is not liable (i) if access to the services is slowed or blocked as a result of government or service provider action, or (ii) if Adobe reasonably deems it necessary to block access to some or all of the services.

EXHIBIT B

EDUCATION, GOVERNMENT, AND NON-PROFIT MEMBERSHIPS

A. EDUCATION MEMBERS

For the Member who is an Education Entity (defined below), the following additional terms apply. Adobe reserves the right to terminate Education memberships if Member is not an Educational Entity.

1. Definitions Applicable to Education Members.

1.1 Education Entity. The following is a non-exhaustive list of qualified educational institutions: (a) Accredited (by official accrediting entities) public or private primary or secondary school providing full-time instruction; (b) Accredited public or private university or college (including community, junior, or vocational college) that grants degrees requiring not less than the equivalent of two years of full-time study; (c) Named educational institutions approved by Adobe, only if individual named entities are approved by Adobe in writing; (d) Hospitals that are wholly owned and operated by an otherwise qualified educational institution, where “wholly owned and operated” means the educational institution is sole owner of the hospital and the only entity exercising control over day to day operations; and (e) Higher education research laboratories that are a public institution and recognized by a national or state educational authority.

The following is a non-exhaustive list of entities that are not qualified educational institutions: (a) Non-accredited schools; (b) Museums or libraries; (c) Hospitals not wholly owned and operated by an otherwise qualified educational institution; (d) Churches or religious organizations that are not accredited schools; (e) Vocational training centers or schools granting certificates for courses such as computer software training or job training that are not accredited schools or which grant degrees requiring less than the equivalent of two years of full-time study; (f) Military schools that do not grant academic degrees; and (g) Research laboratories not recognized by a national or state ministry overseeing education. For example, institutions recognized by other government branches are not eligible.

The above lists do not apply to the countries as listed in Section 1.2 (Regional-Specific Definition) below.

1.2 Regional-Specific Definition of Education Entity.

(a) *Asia Pacific Countries excluding Southeast Asia Countries* as defined in sub-paragraph (b) below. If Education Member is resident in Australia, New Zealand, India, Sri Lanka, mainland China, Hong Kong S.A.R., Taiwan R.O.C., the Republic of Korea, the People’s Republic of Bangladesh, the Federal Democratic of Nepal, the Republic of the Union of Myanmar, Pakistan or Mongolia or any country designated by Adobe from time to time, “Education Entity” shall mean the entities that satisfy the meaning of “Qualified Educational Users” (except for the sections entitled “Full and Part Time Faculty and Staff” and “Students”) designated by Adobe on <http://www.adobe.com/ap/education/purchasing/qualify.html> (or its successor web site thereto), as updated by Adobe from time to time.

(b) *Southeast Asia Countries.* If Education Member is resident in Indonesia, Malaysia, Philippines, Singapore, Thailand and Vietnam, “Education Entity” or “Education Institution” shall have the respective meanings designated by Adobe on https://www.adobe.com/go/edu_entity_sea (or its successor web site thereto), as updated by Adobe from time to time.

(c) *Japan.* If Education Member is resident in Japan, “Education Entity” or “Education Institution” shall have

the respective meanings designated by Adobe on <https://helpx.adobe.com/jp/x-productkb/policy-pricing/cq081918191.html> (or its successor web site thereto), as updated by Adobe from time to time.

1.3 Primary and Secondary Schools. Primary and Secondary Schools are defined in the Program Guide. Adobe may have offers available to members that qualify as Primary and Secondary Schools. Adobe reserves the right to terminate Primary and Secondary School licenses and memberships if Member is not a Primary and Secondary School as defined in the Program Guide. See VIP Education Program Guide for additional details.

B. GOVERNMENT MEMBERS

For the Member who is a Government Entity (defined below), the following additional terms apply. Adobe reserves the right to terminate Government memberships if Member is not a Government Entity.

1. Definitions Applicable to Government Members.

Government Entity. Participation is contingent upon Member (and each Affiliate) being a “government entity”, which means: (a) a federal, central, or national agency, department, commission, board, office, council, or authority (executive, legislative, or judicial); (b) a municipality, special district, city, county, or state governmental agency, department, commission, board, office, council, entity, or authority, or any other agency in the executive, legislative, or judicial branch of state or local government that is created by the constitution or a statute of the governing state, including the district, regional, and state administrative offices; or (c) a public agency or organization created and/or funded by federal, state, or local governments and authorized to conduct the business of governing or supporting citizens, businesses, or other governmental entities. For the avoidance of doubt, the following entities are not Government Entities: private “for profit” companies, non-profit organizations, trade or industry associations, higher education institutions, and labor unions, even those conducting work on behalf of or with government agencies, unless such entity has a specific letter of authorization from a U.S Government Entity pursuant to FAR Part 51. Member represents to Adobe that it and its Affiliates are government entities. A list of qualified “Government Entities” for Japan is available at: http://www.adobe.com/jp/aboutadobe/volumelicensing/pdfs/cl5_government_license_table.pdf.

1.1 For France: a Government Entity is either an agency; a minister; a commission, board, office, or council (national, regional, or local); a city; a region; or any entity subject to the French Public Law and under the administration of a government entity.

2. Terms Applicable to Government Members.

2.1 Additional Restrictions. For United States Federal Government Members, it is understood that any orders are subject to FAR 52.232-18 (Availability of Funds) and FAR 52.232-19 (Availability of Funds for the Next Fiscal Year) and therefore United States Federal Government Members shall not deploy any Product unless funds are available to pay for such orders. To the extent any state or local government entity is subject to similar requirements, such entities shall not deploy any Product unless funds are available to pay for such orders.

2.2 Termination. This Agreement may be terminated by a Member who is a United States federal government customer pursuant to FAR 52.249-1 (Termination for Convenience of the Government). Adobe may change the Terms at its sole discretion.

2.3 Federal Government Members. Notice to U.S. Federal Government End Users (Commercial Items): The Products, provided under this Agreement are “Commercial Item(s),” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” and services related thereto, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through §227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Federal Government End Users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement and the TOUs. Unpublished rights are reserved under the laws of the United States- Adobe Inc., 345 Park Avenue, San Jose, CA 95110-2704, USA.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve changes to the FY 2020 healthcare plan as recommended by the Insurance Committee.

ITEM TYPE

CONSENT

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

n/a

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Shari Miller

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Details to be presented in Commissioners Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Sheriff's Office to pre-purchase law enforcement uniforms and accessories for new hires as part of the pre-employment process.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 15, 2019	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Sheriff's Office is requesting court approval to purchase authorized law enforcement uniforms and accessories as part of the pre-employment process. Currently, upon the first day of employment, a Deputy or Correction Officer is fitted and provided uniforms from limited stock items. If there are no stock uniforms that fit, then tops and or bottoms are ordered, creating a two week or longer wait time to be received. Approving these items to be purchased before the first day of employment will allow for a new employee to begin work in uniform.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize Countywide Operations to renew the annual Commercial General Liability and Excess Liability Insurance related to the Gay Ruby Dahlstrom Nature Preserve in the amount of \$7,346.85.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 15, 2019	\$7,346.85

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
T. Crumley	JONES	N/A

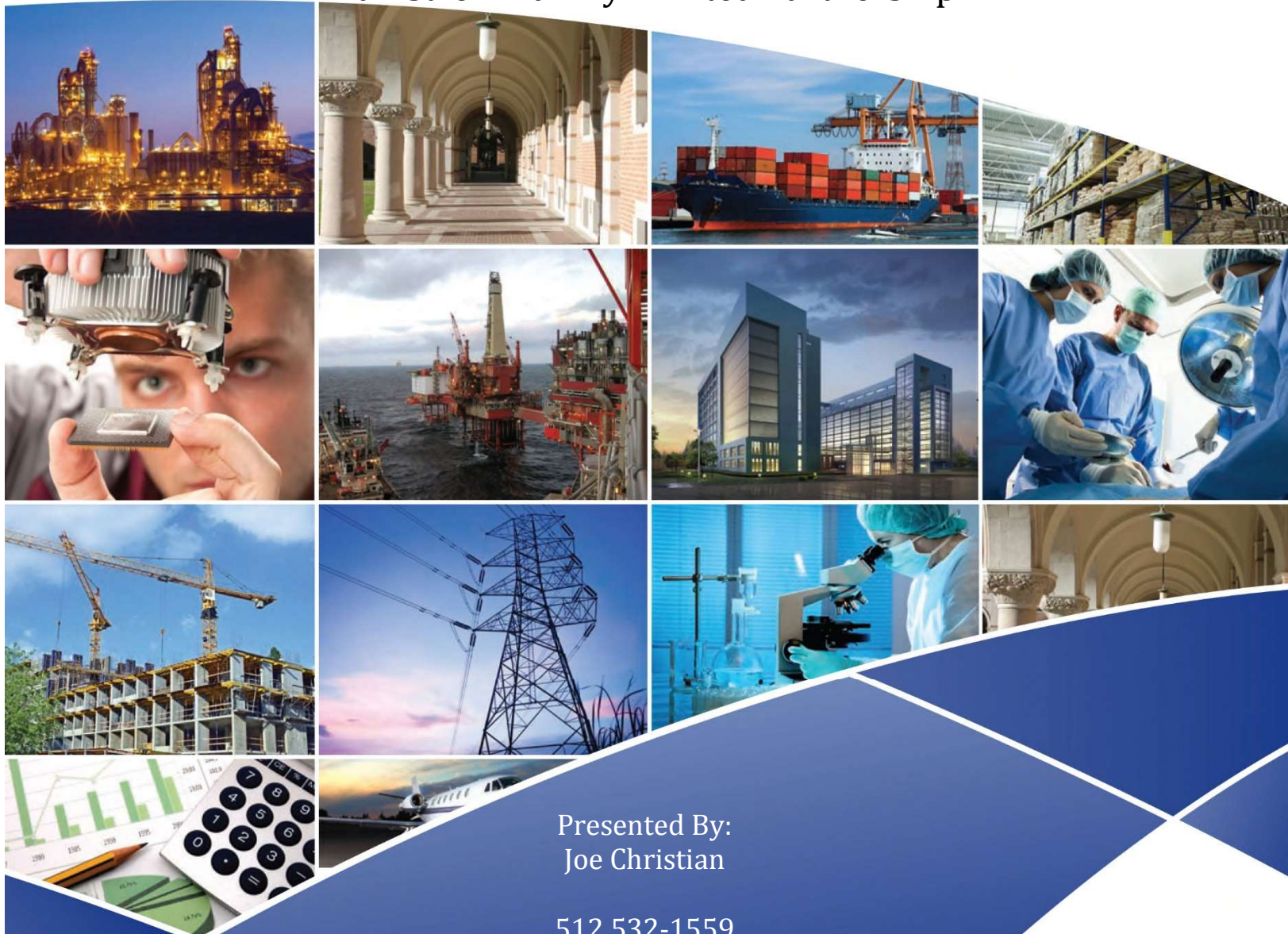
SUMMARY

This is the Commercial General Liability and Excess Liability Insurance the County is require to keep related to the Dahlstrom Nature Preserve. It is due for annual renewal.

*Insurance Proposal Attached

INSURANCE PROPOSAL

Prepared for:
Dahlstrom Family Limited Partnership



Presented By:
Joe Christian

512 532-1559
joe.christian@worthaminsurance.com

221 West 6th Street, Suite 1400
Austin, TX 78701
www.worthaminsurance.com

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Wortham, L.L.C., General Partner
John L. Wortham & Son, L.P.

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About Marsh Wortham

Since 1871, clients have relied on Marsh for trusted advice to represent their interests in the marketplace, make sense of an increasingly complex world, and help turn risks into new opportunities for growth. In 2018, Marsh acquired Wortham Insurance, a regional broker with a commitment to a client-centric philosophy to form Marsh Wortham, a division of Marsh USA Inc.

Marsh Wortham brings together more than 600+ colleagues across Texas, Oklahoma, and Louisiana. Our parent company is Marsh & McLennan Companies (NYSE: MMC), the leading global professional services firm in the areas of risk, strategy and people. With 65,000 colleagues worldwide and annual revenue exceeding \$14 billion, Marsh and McLennan Companies also include global leaders Guy Carpenter, Mercer, and Oliver Wyman.

Marsh Wortham is empowered to bring all of Marsh & McLennan's resources to bear for our clients in more than 130 countries. To every client interaction we bring a powerful combination of deep intellectual capital industry specific expertise, global experience, and collaboration. We offer risk management, risk consulting, insurance broking, alternative risk financing, and insurance program management services.



Introduction

All insurance contracts set forth coverage grants, contain exclusions for certain types of loss, and outline conditions for the recovery of a claim from the insurance carrier. Please recognize that our proposal may outline some but not all of these considerations. Our proposal also outlines some of the limitations governing the maximum amount of loss that is recoverable under a policy. Please review these limits carefully, as Marsh Wortham cannot provide you with guidance or advice concerning the adequacy of these limits. Questions about the adequacy of these limits can be answered by your attorney, CPA, or forensic accountants who are experts in disaster recovery. These consultants may recommend appraising your property or benchmarking existing limits within your peer industry group.

Our proposal uses abbreviations and summaries to describe some policy terms, and these should not be construed as complete descriptions of any coverage grants, exclusions, conditions or limitations. Please note that the actual wording of the insurance policy will prevail in any conflict with our abbreviations or summaries.

Upon your written request, we will provide you with a sample of each policy form that we have described in this proposal, and we encourage you to read these documents carefully before you bind a policy. Please note that we are not authorized to modify or alter coverage grants, exclusions, conditions, limitations or other terms of any insurance contract without express written consent and acknowledgement from the insurance company.

In reviewing your exposure to loss, we relied upon information that you provided to us. If you are aware of any other exposures to loss that deserve evaluation, please bring these to our attention prior to binding these insurance policies. Should your business change after coverages are bound, please alert us so additional insurance coverage(s) can be considered. Potential changes may include (but are not limited to) creating a new entity, launching new operations, constructing or acquiring a new location or premises, adding equipment or vehicles, or hiring new employees.

Please carefully review all claims- related obligations found in your policy(ies) upon receipt, and retain that information as needed for future claims. Failure to timely and appropriately report a claim may jeopardize coverage for any claim.

We appreciate the trust and confidence that you have placed in Marsh Wortham Insurance & Risk Management, and our seasoned experts look forward to providing you with comprehensive solutions.



Surplus Lines Proposal Notice

Note: These premiums are subject to 100% Minimum and Deposit and 25% Minimum Earned provisions. "Minimum and Deposit" means that the premium quoted is the total amount due at policy inception. Although the policy can be subject to audit after the policy term expires, under no circumstances will the annual earned premium be less than the quoted premium. Therefore, the policy may generate an additional premium on audit, but not a return premium.

Minimum Earned means that the Company will retain a minimum of 25% of the quoted annual premiums (plus tax) regardless of when the coverage may be canceled during the policy term.

The Cincinnati Specialty Underwriters Insurance Company will not allow Flat Cancellation. In event of cancellation during the policy term, earned premiums (subject to 25% Minimum Earned) will be subject to Short Rate penalty.

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage pursuant to the Texas Insurance Statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage and this insurer is not a member of the Property and Casualty Insurance Guaranty Association. As a surplus lines carrier there are certain fees and taxes applicable as indicated on your invoice. As a matter of policy, Wortham Insurance and Risk Management does not guarantee the solvency of this or any other insurance company.



Service Team

Joe Christian – Account Executive

512 532-1559

joe.christian@worthaminsurance.com

Brooke Federman, CLCS – Account Manager

512 485-3899

brooke.federman@worthaminsurance.com

Jennifer Outlaw - Claims Technician

512-532-1549

Jennifer.Outlaw@worthaminsurance.com

Mark Gaskamp – Loss Control Services

512-532-1536

Mark.Gaskamp@worthaminsurance.com



Companies and Financial Security Ratings

At the time this proposal was created and unless otherwise noted, all carriers quoted are rated A-6 or better by AM Best (Best) or BBB by Standard and Poors (S&P). Both Best and S&P are industry-leading organizations that rate insurance companies. Any carrier rated below A-6 or BBB- is considered below the minimum standard of Marsh Wortham.

Best's Ratings:

<u>Secure Ratings</u>		
A++ and A+	=	Superior
A and A-	=	Excellent
B++ and B+	=	Very Good

<u>Vulnerable Ratings</u>		
B and B-	=	Fair
C++ and C+	=	Marginal
C and C-	=	Weak
D	=	Poor
E	=	Under Regulatory Supervision
F	=	In Liquidation
S	=	Rating Suspended

S&P Ratings:

AAA	=	Extremely Strong
AA	=	Very Strong
A	=	Strong
BBB	=	Good

BB	=	Marginal
B	=	Weak
CCC	=	Very Weak
CC	=	Extremely Weak
R	=	Regulatory Action
NR	=	Not Rated

A.M. Best also assigns a Financial Size Category as an indicator of the statutory surplus maintained by the insurance company. The A. M. Best Financial Size Categories are:

FSC	Adjusted Surplus (Millions)
I	Less than 1
II	1 to 2
III	2 to 5
IV	5 to 10
V	10 to 25
VI	25 to 50
VII	50 to 100
VIII	100 to 250

FSC	Adjusted Surplus (Millions)
IX	250 to 500
X	500 to 750
XI	750 to 1,000
XII	1,000 to 1,250
XIII	1,250 to 1,500
XIV	1,500 to 2,000
XV	2,000 or greater

Note: Marsh Wortham does not guarantee the solvency of any insurance company.

More information may be found by accessing the Internet site at: www.ambest.com for AM Best or www2.standardandpoors.com for Standard and Poors.



Below is a chart showing the Financial Security ratings for the carriers presented in this proposal:

Policy Type	Company	Best's Rating/Size	Admitted or Non Admitted
General Liability	The Cincinnati Specialty Underwriters Insurance Company	A+/XV	Non Admitted
Excess Liability	The Cincinnati Specialty Underwriters Insurance Company	A+/XV	Non Admitted

Admitted insurers are regulated by the Texas Department of Insurance as respects policy forms, business practices and premiums charged. These insurers are considered primary, traditional underwriting companies. Premium taxes are included within the premium since the insurer pays the taxes directly to the state.

Non-Admitted carriers, also known as Surplus Lines carriers, are not subject to regulation by the Texas Department of Insurance.

The **Guaranty Fund** was enacted to assess Admitted insurance companies for the purpose of reimbursing policyholders and claimants in the event that an Admitted carrier became insolvent. By purchasing coverage provided by a Non- Admitted carrier, you should understand that the provisions of the **Guaranty Fund** do not extend to this policy.

Please note: The Guaranty Fund does not apply to all policies and insureds and that the amount of reimbursement is limited. Further information about the Guaranty Fund is available at <http://www.tdi.texas.gov/pubs/consumer/cb006.html>.



Premium Summary

Description of Coverage	Current Premium	Proposed Premium
Commercial General Liability	\$945.00	\$988.05
Umbrella/Excess	\$6,075.30	\$6,358.80
Total Estimated Annual Premium	\$7,020.30	\$7,346.85

Premium due in full upon binding

CGL Deposit Premium	\$ 893.00
Flat Premium	\$ N/A
Terrorism Risk Insurance Act	\$ 13.00
Broker Fee	\$ 35.00
Surplus Lines Tax	\$ 45.64
Stamping Fee	\$ 1.41
Other Taxes or Fees	\$ N/A
TOTAL	\$ 988.05

Excess Liability Deposit Premium	\$ 5,932.00
Flat Premium	\$ N/A
Terrorism Risk Insurance Act	\$ 89.00
Broker Fee	\$ 35.00
Surplus Lines Tax	\$ 293.72
Stamping Fee	\$ 9.08
Other Taxes or Fees	\$ N/A
TOTAL	\$ 6,358.80



Location Schedule - General Liability

Insurer Cincinnati Specialty Underwriters Ins
Policy Period 10/16/2019 to 10/16/2020

Loc #	Address	City	ST	Zip
1	384 Acres FM Hwy 967	Dripping Springs	TX	78620



Location Schedule - Umbrella/Excess Liab Comm

Insurer Cincinnati Specialty Underwriters Ins
Policy Period 10/16/2019 to 10/16/2020

Loc #	Address	City	ST	Zip
1	384 Acres FM HWY 967	Dripping Springs	TX	78620



General Liability

Insurer Cincinnati Specialty Underwriters Ins
Policy Period 10/16/2019 to 10/16/2020

Note: Higher limits may be available. Please let us know if you want a quote for higher limits.

Named Insured or Entity
Dahlstrom Family Limited Partnership

Schedule of Locations

Loc. #	Address	City	State	Zip
1	384 Acres FM Hwy 967	Dripping Springs	TX	78620

Coverage Form Used			
[Y] Occurrence Form	[N] Claims Made Form	Retroactive Date:	
Limits of Liability			
Bodily Injury and Property Damage – Each Occurrence			\$1,000,000
General Aggregate			\$2,000,000
Products and Completed Operations Aggregate			\$2,000,000
Personal and Advertising Injury			\$1,000,000
Fire Damage to Rented Premises (Each Occurrence)			\$100,000
Medical Expense (Any One Person)			\$1,000
Deductible		Basis	
\$1,000		Combined Bodily Injury and property damage	
Applied on the Following Basis		(N)Per Claim	(Y)Per Occurrence



General Liability Schedule of Hazards

Loc#	Classification	Class Code	Exposure	Exposure Basis
1	Land-occupied By Persons Other Than Insured	45539	384	Units Acreage

Exposure Basis Description			
(S)	Gross Sales - Per \$1,000/Sales	(A)	Area - Per 1,000/Square Feet
(M)	Admissions - Per 1,000/Admissions	(P)	Payroll - Per \$1,000/Payroll
(C)	Total Cost - Per 1,000/Cost	(U)	Unit - Per Unit
(E)	Acreage	(T)	Other

Note: Estimated exposures may be subject to audit adjustment at expiration of the policy term. Work performed on your behalf by independent contractors without adequate insurance documentation may result in additional premium.



Forms

Forms Applicable - Common Forms

CSIA501 (07/14) Common Policy Declarations
CSIA409 (01/08) Named Insured Schedule
CSIA418TX (01/18) Texas Complaint Notice
CSIA410 (03/08) Notice to Policyholders
CSIA417 (01/15) Cap On Losses From Certified Acts Of Terrorism
CSIA448 (01/15) Policyholder Notice Terrorism Insurance Coverage
CSIA404 (08/07) Service of Suit
CSIA403 (11/17) Special Provisions – Premium

Forms Applicable - Commercial General Liability

CSGA501 (04/08) Commercial General Liability Coverage Part Declarations
CSGA403 (10/07) Liability Premises Schedule
CSGA408 (04/08) Commercial General Liability Classification and Premium Schedule
CG0001TOC (04/13) Commercial General Liability Coverage Form Table of Contents
CG0001 (04/13) Commercial General Liability Coverage Form
CSGA401TOC (02/13) Changes to Commercial General Liability Coverage Form Table of Contents
CSGA401 (02/13) Changes to Commercial General Liability Coverage Form
CSIA405(08/09)-A- Exclusion-Firearms or Ammunition
CSIA405(08/09)-B- Total Pollution Exclusion w/Hostile Fire Exception
CG2426 (04/13) Amendment of Insured Contract Definition
CG0103 (06/06) Texas Changes
IL0003 (09/08) Calculation of Premium
CG2639 (12/07) Texas Changes - Employment-Related Practices Exclusion



Forms Applicable - Commercial General Liability

CG2196 (03/05) Silica Or Silica-Related Dust Exclusion
CSGA418 (06/08) Amendment of Pollutants Definition
CSGA361 (06/08) Exclusion - Fungi or Bacteria
CSGA439 (11/08) Amendment of Duties in the Event of Occurrence Offense Claim or Suit
Condition
IL0021 (09/08) Nuclear Energy Liability Exclusion Endorsement
CSLL348 (01/08) Limitation - No Stacking of Limits of Insurance
CG2150 (04/13) Amendment of Liquor Liability Exclusion
CSGA358 (06/08) Exclusion - Participants and Contestants
CSGA3010 (03/16) EXCLUSION - ALL-TERRAIN VEHICLES UTILITY TERRAIN VEHICLES
SNOWMOBILES OR OTHER RECREATIONAL OFF-ROAD
CG2107 (05/14) Exclusion - Access or Disclosure of Confidential or Personal Information and
Data-Related Liability
CG2149 (09/99) Total Pollution Exclusion Endorsement
CG0300 (01/96) Deductible Liability Insurance
IL0017 (11/98) Common Policy Conditions
IL0168 (03/12) Texas Changes - Duties



Commercial Umbrella Coverage

Insurer Cincinnati Specialty Underwriters Ins
Policy Period 10/16/2019 to 10/16/2020

Note: Higher limits may be available. Please let us know if you want a quote for higher limits.

Named Insured or Entity	
Dahlstrom Family Limited Partnership	

Schedule of Locations

Loc. #	Address	City	State	Zip
1	384 Acres FM HWY 967	Dripping Springs	TX	78620

Policy Coverage Limits	
Umbrella/Excess Coverage	
Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

Company	Coverage	Policy Number	Eff. Date	Exp. Date
Cincinnati Specialty	\$1,000,000 - Each Occurrence \$2,000,000 - Aggregate \$2,000,000 - Products & completed Ops \$1,000,000 - Personal & advertising injury	CSU0076102	10/16/2018	10/16/2019



Forms

Forms Applicable - Common Forms

CSIA501 (07/14) Common Policy Declarations
CSIA409 (01/08) Named Insured Schedule
CSIA418TX (01/18) Texas Complaint Notice
CSIA417 (01/15) Cap On Losses From Certified Acts Of Terrorism
CSIA448 (01/15) Policyholder Notice Terrorism Insurance Coverage
CSIA403 (11/17) Special Provisions - Premium
CSIA404 (08/07) Service of Suit
CSIA410 (03/08) Notice to Policyholders

Forms Applicable - EXCESS

CSCX404 (06/09) Excess Liability Premises Schedule
CSCX403 (06/09) Calculation Of Premium
IL0017 (11/98) Common Policy Conditions
CSCX400 (06/09) Commercial Excess Liability Schedule of Controlling Underlying Insurance
CSCX500 (06/09) Commercial Excess Liability Coverage Part Declarations
CSCX422 (05/14) Commercial Excess Liability Access or Disclosure of Confidential or Personal Information Exclusion
CSCX100TOC (02/13) COMMERCIAL EXCESS LIABILITY COVERAGE FORM TABLE OF CONTENTS
CSCX100 (02/13) COMMERCIAL EXCESS LIABILITY COVERAGE FORM
CSCX334 (06/09) Exclusion Of Coverage To Any Additional Insured
CSCX407 (06/09) Limitation - Two or More Coverage Forms or Policies Issued By Us
CSCX312 (07/10) Total Auto Exclusion
CSCX391 (03/16) Employer's Liability Exclusion
CSCX327 (06/09) Contractual Liability Exclusion
CSCX3000 (08/09) Damage To Premises Occupied Or Rented To You Exclusion
CSIA405(08/09)-B- Optional Coverage to Additional Insured



Notice of Terrorism Coverage

The Terrorism Risk Insurance Act, as amended, is a temporary government-sponsored program whereby certain losses arising from a "Certified Act of Terrorism" (as defined by the Terrorism Risk Insurance Act) is reinsured between insurers and the federal government. In summary, TRIA requires insurers to make insurance coverage for "Certified Act of Terrorism" available and to pay losses from "Certified Act of Terrorism" to a statutory amount. If an individual insurer's losses exceed this amount, the government will reimburse the insurer a percentage of losses paid in excess of the statutory amount. TRIA allows the government to recoup losses over time through premium surcharges.

This Commercial Insurance Proposal includes an offer for Terrorism Coverage for Certified Acts of Terrorism (as defined by the Terrorism Risk Insurance Act). You have the option to accept or reject this coverage.

You may elect to:

- Accept coverage for Terrorism at the indicated premium stated in the proposal, or
- Elect to reject the offering of Terrorism coverage.

You are required to make your election in writing and the prescribed forms will be provided to you after the policy(ies) are bound with the carrier.

If you elect to reject this coverage, then the exclusions for both Certified Acts of Terrorism (as defined by the Terrorism Risk Insurance Act) and Non-Certified Acts of Terrorism exclusion will apply.

If you elect to purchase this coverage, then the exclusions for Certified Acts of Terrorism (as defined by the Terrorism Risk Insurance Act) will not apply. The other provisions of the policy, including, but not limited to, exclusions for war, nuclear or military action will still apply.



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Exposure Evaluation

Named Insured: Dahlstrom Family Limited Partnership

General:	Yes	No	Comments:
First Named Insureds			
Additional Named Insureds			
Legal Entity per named insured			
Real Property:	Yes	No	Comments:
Building Valuation (Coinsurance)			
Flood			
Earthquake			
Wind/Hail			
Building Ordinance or Law			
Increased Cost of Construction			
Off-premises Utility			
Boiler & Machinery			
Mortgagees			
Terrorism			
Personal Property	Yes	No	Comments:
Personal Property Valuations			
Peak Seasons/Fluctuations			
Tenant - Lease Requirements			
Electronic Equipment			
Accounts Receivables			
Valuable Papers			
Fences			
Signs			
Outdoor Property			
Plate Glass			
Property in Transit			
Ocean Cargo (import/export)			
Property of Others (CCC)			
Builders Risk			
Installation Floater			
Fine Arts			
Mobile Equipment			
Employee Dishonesty			
Loss Payees			



Time Element	Yes	No	Comments:
Business Income			
Ordinary Payroll included			
Extra Expense			
Rental Value			
Contingent Business Income			
Time Deductible			
Liability:	Yes	No	Comments:
Premises Operations			
Products/Completed Operations			
Personal/Advertising Liability			
Fire Legal/Premises Damage			
Medical Payments			
Employee Benefits Liability			
Aggregate – Per Location/Project			
Liquor Liability			
Pollution Liability			
Watercraft Liability			
Aircraft Liability			
Mold/Bacteria/Fungi			
Additional Insureds			
Waivers of Subrogation			
Broad form Vendors			
Product Recall Liability			
Terrorism			
Umbrella/Excess Liability			
Defense			
Foreign	Yes	No	Comments
Foreign Property			
Foreign Liability			
Foreign Auto			
Foreign Employers Liability			
Trip Accident			
Kidnap/Ransom			



Automobile:	Yes	No	Comments:
Hired & Non-owned Auto Liability			
Hired Car Physical Damage			
Drive Other Car Coverage			
Additional Insureds			
Waiver of Subrogation			
Loss Payees/Lessors			
Pollution Liability			
Filings requirements			
Drivers list			
Permissive Use Policy			
Workers Compensation	Yes	No	Comments
Stop Gap Liability			
Volunteers			
Other States Coverage			
USL&H/Jones Act			
Alternate Employers			
Waiver of Subrogation			
Crime	Yes	No	Comments
Employee Dishonesty			
ERISA Bond (Plan Names)			
Money/Forgery			
Computer Fraud			
Management Liability	Yes	No	Comments
Professional Liability			
Employment Practices			
Directors & Officers			
Fiduciary Liability			
Surety Bonds	Yes	No	Comments
Contract			
Court			
Permit			
Specialty Coverages	Yes	No	Comments
Patent Infringement			
Cyber Liability			
Internet Identity Theft Liability			
Network Security/Privacy Liability			
Watercraft Liability			
Aircraft Liability			
Pollution Liability			



Employee Benefits:	Yes	No	Comments
Health and Welfare			
Dental			
Disability			
Life			
Cafeteria Plans			
Retirement Plans			



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a Resolution for the FY20 Hays County Indigent Defense Grant Program through the Texas Indigent Defense Commission (TIDC).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 15, 2019	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The TIDC Formula Grant is awarded to eligible Texas counties to assist counties in meeting constitutional and statutory requirements for indigent defense and to promote compliance with standards by the Commission. Funds may be used for investigator expenses, attorney fees, and expert witness expenses incurred by the County on criminal indigent cases.

Attachment:
2020 Hays County Indigent Defense Grant Program Resolution

2020 Hays County Resolution
Indigent Defense Grant Program

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

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

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

NOT THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

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

Adopted this _____ day of _____, 2019.

Ruben Becerra
County Judge

Attest:

County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the District Attorney's Office to utilize Asset Forfeiture funds to implement a temporary salary supplement for position code 0787, slot 10 effective 10/1/19 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 15, 2019	\$3,088

LINE ITEM NUMBER

081-607-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Wes Mau	INGALSBE	N/A

SUMMARY

The District Attorney has approved a salary supplement for a staff member effective 10/1/19 and to end on 9/30/20. The supplement will be \$212.65 per month (base salary) for 12 months, with the first month's stipend being processed on the October 31 payroll. Funds are available within the District Attorney's discretionary Asset Forfeiture fund to implement this supplement.

Budget Amendment:

Increase - \$2,551.80 salary

Increase - \$535.61 fringe

Decrease - (\$2552) Expert Witness

Decrease - (536) Office Supplies

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Doucet & Associates for \$46,640.00 regarding design improvements to Canyon Wren Drive leading up to its intersection with FM 967 in Buda, Texas.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	October 15, 2018	\$46,640.00

LINE ITEM NUMBER

020-710-00.5448_008

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry H. Borcharding	JONES	N/A

SUMMARY

This project will modify the project scope to include construction of left-turn and right-turn lanes off the existing southbound lanes of Canyon Wren Drive leading up to its intersection with FM 967 in Buda, Texas.

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Doucet & Associates** hereinafter "Contractor"), whose primary place of business is located at 7401B West Highway 71, Suite 160, Austin, Texas 78735, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the ____ day of _____, 20__ (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

We understand that the Client intends to modify the project scope to include construction of left-turn and right-turn lanes off the existing southbound lanes of Canyon Wren Drive leading up to its intersection with FM 967 in Buda, Texas. This proposal covers surveying, engineering drawings, cost estimates, bid services, QA/QC reviews, Constructability review, permit application and coordination with Texas Department of Transportation (TxDOT) and Hays County, and construction phase services.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Mr. Jerry Borcharding and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit "A", and any subsections of Exhibit "A", if as and when they are attached hereto and signed by the parties (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit "C", attached hereto.

4. DURATION

The parties agree that the Work shall be completed in ninety (90) days after commencement date. (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "B." Despite any

reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed forty-six thousand six hundred-forty dollars (\$46,640 USD) for the Work under this Agreement.

6. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

7. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; <judge.becerra@co.hays.tx.us>.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the

following address: Office of General Counsel, Hays County Courthouse, 111 East San Antonio, Suite 202, San Marcos, Texas 78666.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that

they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY

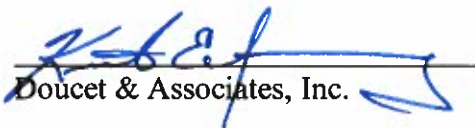
This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County, Texas

By: Ruben Becerra
Hays County Judge



Doucet & Associates, Inc.

By: Keith E. Young, P.E.
Vice President/Director of Engineering Services

EXHIBIT A-1

Scope of Work

I. ENGINEERING

1. Construction Plans

- a. D&A will prepare final construction drawings for the proposed left-turn and right-turn lanes. Plans will include standard items necessary for plan review and construction. At a minimum, plans will contain Cover Page, General Notes, Erosion Control Plan (SWPPP), Typical Cross Sections, Roadway Plan & Profile, Drainage Plans, Signage and Striping Plan, Traffic Control Plan, and required details.
- b. An initial OPC will be prepared to accompany the construction drawings for review by Client, after construction drawings are approved by Client, D&A will prepare a final OPC for Client's use during bidding.
- c. Prior to final plans being released for construction, D&A will perform an internal Quality Assurance/Quality Control (QA/QC) and Constructability Review.
- d. Driveway Reconstruction Permit Applications. We will prepare the driveway reconstruction permit applications for submittal to TxDOT and will assist in obtaining permit from TxDOT. This submittal will include a completed application form, an engineer's report, engineer's summary letter, and construction plans. Our services include addressing comments that are typically civil engineering related.

EXHIBIT B

Fee Schedule

I. ENGINEERING

1. Construction Plans (includes Constructibility Review and QA/QC)	Lump Sum	\$	46,640
--	----------	----	--------

-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

EXHIBIT D

Certificate of Insurance

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: Debi Wylie PHONE (A/C, No, Ext): 512-651-4159 FAX (A/C, No): 610-537-2782 E-MAIL ADDRESS: debra.wylie@usi.com														
INSURED Doucet & Associates, Inc. 7401B Hwy. 71 West #160 Austin, TX 78735	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B : Beazley Insurance Company, Inc.</td> <td>37540</td> </tr> <tr> <td>INSURER C : American Casualty Co of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : Beazley Insurance Company, Inc.	37540	INSURER C : American Casualty Co of Reading, PA	20427	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	B2087785945	10/17/2018	10/17/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			2087935018	10/17/2018	10/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			B2087786089	10/17/2018	10/17/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
B	Professional Liab Claims Made & Reported Pol			V24DF3180101 Retro:06/19/1992	10/17/2018	10/17/2019	\$5,000,000 per claim \$5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Land Surveyors, Inc.

Accusurve, Inc.

Earth Quest, Inc.

The General Liability and Auto policies includes a blanket automatic Additional Insured endorsement that (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Hays County Auditor: Attn: Vickie G. Dorsett 712 S. Stagecoach Trail, Ste 1071 San Marcos, TX 78666	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>James E. Zimmerman</i>
--	--

DESCRIPTIONS (Continued from Page 1)

provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording with respect to the sole negligence of the named insured, when required by written contract. The General Liability policy contains a Per Project Aggregate Limit Endorsement. The Umbrella policy follows form.

Project: Canyon Wren FM 967 Turn Lane, Buda, TX



CERTIFICATE OF LIABILITY INSURANCE

Acct# 1180481

DATE (MM/DD/YYYY)

7/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057	CONTACT NAME: 888-828-8365	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED Insperity, Inc. 19001 Crescent Springs Drive Kingwood, TX 77339 *SEE BELOW	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Indemnity Insurance Co. of North America	43575
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A X	C65730947	10/1/2018	10/1/2019	X PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DOUCET & ASSOCIATES, INC. (2913700) IS INCLUDED AS A NAMED INSURED THROUGH ENDORSEMENT.
Canyon Wren FM 967 Turn Lane, Buda, TX
WAIVER OF SUBROGATION IN FAVOR OF Hays County Auditor WHEN REQUIRED BY WRITTEN CONTRACT.
ALL STATES EXCEPT OH, ND, WY AND WA
Notice of Material Change Endorsement Included

CERTIFICATE HOLDER**CANCELLATION**

HAYS COUNTY AUDITOR
VICKIE G. DORSETT
712 S. STAGECOACH TRAIL, STE. 1071
SAN MARCOS, TX 78666

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Workers' Compensation and Employers' Liability Policy

Named Insured Insperity Inc. DOUCET & ASSOCIATES, INC.	Endorsement Number
	Policy Number Symbol: RWC Number: C65730947
Policy Period 10/1/2018 TO 10/1/2019	Effective Date of Endorsement 10/1/2018
Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

ALTERNATE EMPLOYER ENDORSEMENT - PART ONE COVERAGE ONLY

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

Part Two (Employers Liability Insurance) will not apply to the alternate employer and no coverage will be provided for any such liability under this Endorsement.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties if Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Part One and our right to inspect under Part Six.

Schedule**Alternate Employer**

Hays County Auditor

Address

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

State of Special or Temporary Employment

This endorsement is not applicable in AK, CT, FL, MA, MN, MO, NC, NJ, TN, WI



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured Insperity Inc. DOUCET & ASSOCIATES, INC.	Endorsement Number
	Policy Number Symbol: RWC Number: C65730947
Policy Period 10/1/2018 TO 10/1/2019	Effective Date of Endorsement 10/1/2018
Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule. The premium for this endorsement is shown in the Schedule.

Schedule**1. (X) Specific Waiver**

Name of person or organization:

Hays County Auditor

712 S. Stagecoach Trail, Ste. 1071

San Marcos, TX 78666

() Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

Canyon Wren FM 967 Turn Lane, Buda, TX

3. Premium:

The premium charge for this endorsement shall be INCLUDED percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED

Authorized Representative

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

Hold a public hearing with possible action to establish a stop sign on Live Oak Drive at Chaparral Road, a yield sign on Spanish Oak Trail at Live Oak Drive, and a yield sign on Post Oak Path at Live Oak Drive within Allegre Monantial subdivision to help with traffic control.

ITEM TYPE

ACTION-ROADS

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

This action would establish traffic regulations on the main roads within Allegre Monantial subdivision to help with traffic control. Currently, there are no stop signs or yield signs posted.

Untitled Map

Write a description for your map.

Legend

Possible Stop Sign location.

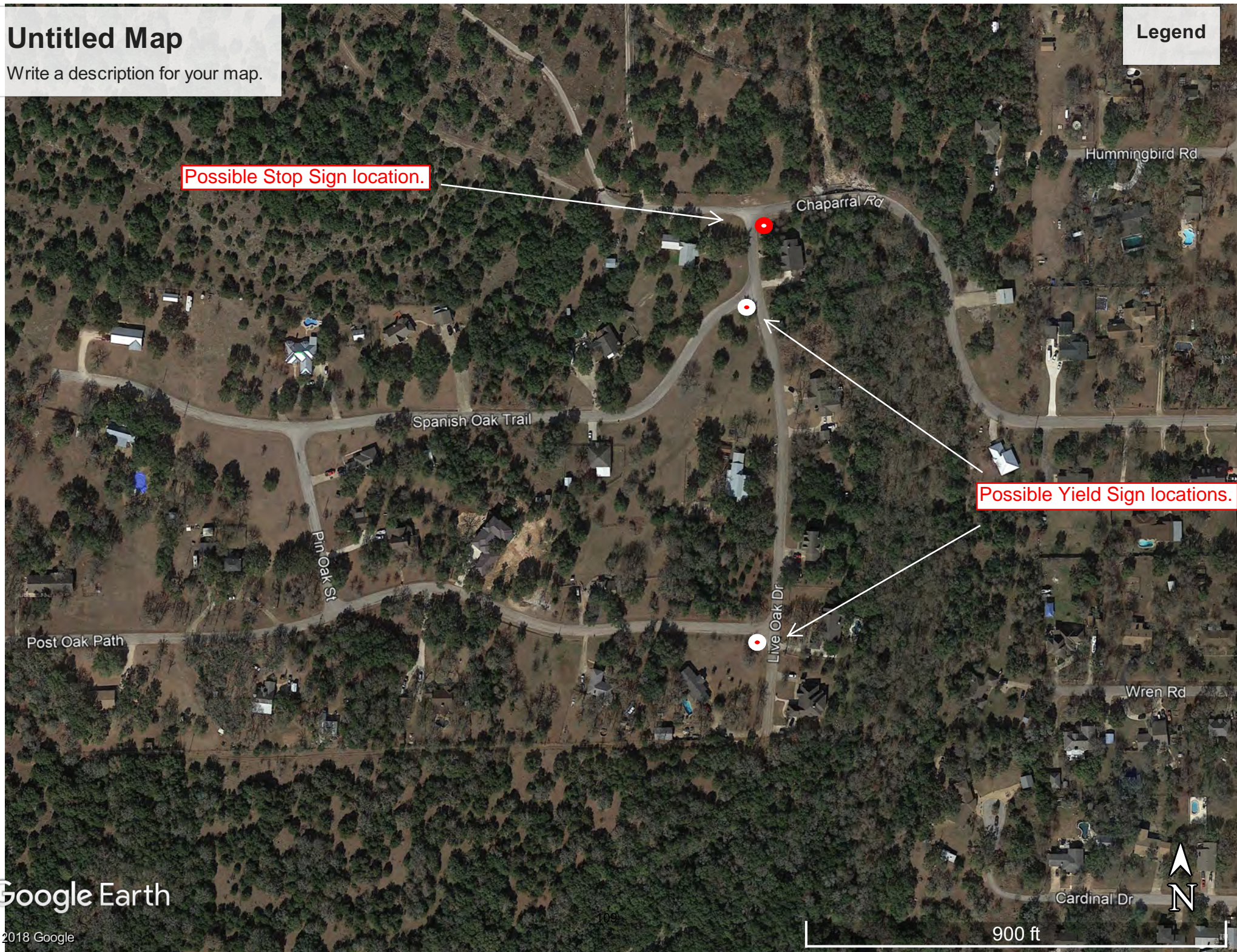
Possible Yield Sign locations.

Google Earth

© 2018 Google



900 ft



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 consider the acceptance of road construction & drainage improvements, release the performance bond #800043889 in the amount of \$688,266.50, accept the 2-year maintenance bond #58S211340-001 in the amount of \$174,546.55, and accept the 1-year revegetation bond #58S212707 in the amount of \$74,567.50 for Crosswinds subd., Phase 2.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	October 15, 2019	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

October 1, 2019

Honorable Ruben Becerra
111 E. San Antonio Street
San Marcos, Texas 78666

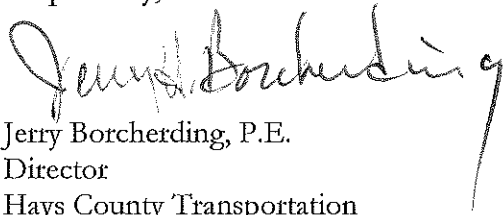
RE: Crosswinds subdivision, Phase 2

Dear Commissioners and Judge:

Brett R. Pasquarella, P.E., with Carlson, Brigance & Doering, Inc., is requesting that Hays County accept construction of the roads and drainage improvements for Crosswinds subdivision, Phase 2, release the performance bond #800043889 in the amount of \$688,266.50, accept the 2-year maintenance bond #58S211340-001 in the amount of \$174,546.55, and accept the 1-year revegetation bond #58S212707 in the amount of \$74,567.50. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,


Jerry Borcharding, P.E.
Director
Hays County Transportation



Carlson, Brigance & Doering, Inc.

Civil Engineering ♦ Surveying

**ENGINEERING CONCURRENCE LETTER
HAYS COUNTY**

September 25, 2019

Crosswinds Subdivision Phase 2

Kyle, Texas
CBD # 4871

On this day, September 25, 2019, I, the undersigned professional engineer made a final visual inspection of the above referenced project. I also visited the site during construction and observed that the streets, site grading, utilities and drainage structures were constructed per the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of the following items:

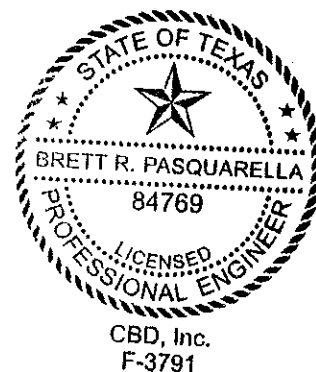
All curbs, pavement, storm sewers, inlets, water, wastewater and similar construction items.

The following items will require correction and are listed below:

Revegetation

Sincerely,
CARLSON, BRIGANCE & DOERING, INC. (F-3791)

BRETT R. PASQUARELLA
VICE PRESIDENT, PRINCIPAL



Fidelity and Surety Department

Liberty Mutual Insurance Company

Bond No. 58S211340-001

Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS, THAT,

Chasco Constructors

Hereinafter called Principal, as Principal, and the **Liberty Mutual Insurance Company** A corporation organized and existing under the laws of the State of **Massachusetts**, with its principal office in the City of **Boston**, authorized to do business in the state of **Texas**, hereinafter called the Surety, as Surety, are held and firmly bound unto

Hays County

Hereinafter called the Obligee, as Obligee, in the just and full sum of

One Hundred Seventy Four Thousand Five Hundred Forty Six & 55/100-----

DOLLARS (\$174,546.55) to the payment of which sum, well and truly to be made we bind ourselves, and our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal and the Obligee entered in to a written contract

CROSSWINDS SUBDIVISION, PHASE 2- Streets, Drainage, Water, Wastewater and Erosion Control Improvements CBD No. 4871

Whereas, said contract provides that the Principal will furnish a Maintenance Bond in the penalty Of Ten Percent (10%) of the contract price conditioned to guarantee, for the period of **Two Years from the date of final acceptance by Hays County**, against all defects in workmanship and materials which may become apparent during said period, and,

Whereas, the said contract has been substantially completed,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which became apparent during the period of **Two Years from the date of final acceptance by Hays County** from and after this date, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED THIS 19th day of July, 2019

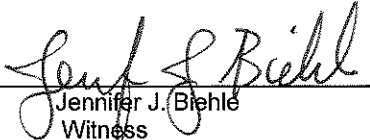
Chasco Constructors


Principal

By: _____

Liberty Mutual Insurance Company

Surety


Jennifer J. Biehle
Witness


Robert James Nitsche
Attorney-In-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197872**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David Ferguson, Violet Frosch, Kenneth Nitsche, Gary A. Nitsche, Robert James Nitsche, Robert K. Nitsche, Craig Parker, Nina Smith

all of the city of Giddings state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 1st day of November, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of July, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Fidelity and Surety Department

Liberty Mutual Insurance Company

Bond No. 58S212707

Revegetation Bond

KNOW ALL MEN BY THESE PRESENTS, THAT,

Chasco Constructors

Hereinafter called Principal, as Principal, and the **Liberty Mutual Insurance Company** A corporation organized and existing under the laws of the State of **Massachusetts**, with its principal office in the City of **Boston**, hereinafter called the Surety, as Surety, are held and firmly bound unto

Hays County

Hereinafter called the Obligee, as Obligee, in the just and full sum of

Seventy Four Thousand Five Hundred Sixty Seven & 50/100-----

DOLLARS (\$74,567.50) to the payment of which sum, well and truly to be made we bind ourselves, and our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal and the Obligee entered in to a written contract for

Re-vegetation of Crosswinds Subdivision, Phase 2 for areas with greater than 70% revegetation

Whereas, said contract provides that the Principal will furnish a Revegetation Maintenance Bond in the penalty of One Hundred Percent (100%) of the re-vegetation price conditioned to guarantee, for the period of **One Year from the date of final acceptance by Hays County**, against all defects in workmanship and materials which may become apparent during said period, and,

Whereas, the said contract has been substantially completed,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which became apparent during the period of **One Year from the date of final acceptance by Hays County** from and after this date, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED THIS 23rd day of September, 2019

Chasco Constructors

Principal

By: _____

Liberty Mutual Insurance Company

Surety

Jennifer J. Blehle
Witness

Robert James Nitsche

Attorney-In-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197872**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David Ferguson, Violet Frosch, Kenneth Nitsche, Gary A. Nitsche, Robert James Nitsche, Robert K. Nitsche, Craig Parker, Nina Smith

all of the city of Giddings state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 1st day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of September, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction and drainage improvements, and release of the subdivision bond #60123339 in the amount of \$1,457,452.35 for the Cottages at Belterra Village 1 & 2.

ITEM TYPE

ACTION-ROADS

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Staff recommends acceptance of construction of roads and drainage improvements. A maintenance bond & 2-year warranty period is not needed as these roads will be privately maintained.

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 consider the acceptance of roadway asphalt repairs by Lone Star Paving Company (Asphalt Inc., LLC), and acceptance of the maintenance bond #30079885 in the amount of \$20,606.20 for one year for Nautical Loop in the Crosswinds subdivision, Phase 1, Section 1.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	October 15, 2019	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Staff recommends acceptance of the asphalt paving efforts by Lone Star Paving Company per a one-year maintenance bond. Discrepancies occurred during the process warranting additional time for workmanship. The Transportation Department has inspected and approved the improvements.

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 consider the extension of the warranty period on an existing maintenance bond #70180287 in the amount of \$49,078.96 by Cornerstone Site Services, LLC. for one year for roadway asphalt repairs on segments of Marsh Lane & Limerick Road in Shadow Creek subdivision, Phase 8, Section 2.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	October 15, 2019	

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
Jerry Borcharding	JONES	N/A

SUMMARY

Staff recommends accepting the additional year of maintenance to allow Cornerstone Site Services, LLC. to complete the roadway asphalt repairs. The Transportation Department will monitor & inspect the repairs until satisfactory completion.

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

Discuss and possible action to authorize the County Judge to execute a Contract for Engineering Services between Hays County and HDR Engineering, Inc. for environmental documentation, design schematic, right-of-way determination and mapping for grade separation of Kohlers Crossing and UPRR, a Hays County 2016 Road Bond Project and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	October 15, 2019	\$800,000.00

LINE ITEM NUMBER

034-802-96-651]

AUDITOR USE ONLY

AUDITOR COMMENTS:

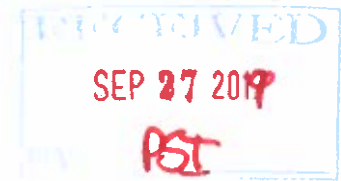
PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Michael J. Weaver	JONES	N/A

SUMMARY

Professional Service Agreement (PSA)/contract is for the preparation of environmental documentation and preliminary engineering up to 30% PS&E plans associated with the proposed construction of safety improvements on Kohlers Crossing & UPRR Railroad Bridge Crossing [26-651-034] identified as a Safety and Mobility Projects-County and State System bucket project. Once construction dollars are identified this PSA/contract will need to be modified or a new PSA/contract will need to be executed for the 100% PS&E Design and construction phase services.



HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: HDR Engineering, Inc. ("Engineer")
ADDRESS: 1290 Wonder World Dr., Suite 1230, San Marco, TX 78666
PROJECT: Kohlers Crossing UPRR Grade Separation Improvements ("Project")

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution herein below, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Hays County Design Criteria & Project Development Manual, latest edition
- I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Hays County Protocol for Sustainable Roadsides, latest edition
- K. TxDOT Bridge Design Manual - LRFD, latest edition
- L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Eight Hundred Thousand and 0/100 Dollars (\$800,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Mark Borenstein
HDR Engineering, Inc.
710 Hesters Crossing Suite 150
Round Rock, Texas, 78681

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by

the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14

CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19 **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20 **TERMINATION**

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim and in the aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Hays County Auditor
c/o: Vickie G. Dorsett
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

With copy to: Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: HNTB
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Richard Ridings, P.E.

and to: Office of General Counsel
Hays County
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Engineer: HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Attn: Mark Borenstein c/o Lee Frieberg

ARTICLE 32

GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33 **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within

thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____, 20____

OK
m 9/3/11

ENGINEER

HDR Engineering, Inc.

By  _____

Printed Name: Mark Borenstein P.E.

Title: Central Texas Area Manager

Date: September 26, 2019

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---------------------------|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Certificates of Insurance |

**EXHIBIT A
DEBARMENT CERTIFICATION**

STATE OF TEXAS

§

COUNTY OF HAYS

§

§

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

HDR Engineering, Inc

Name of Firm

[Signature]

Signature of Certifying Official

MARK BURSTEIN

Printed Name of Certifying Official

Central Texas Area mgr

Title of Certifying Official

September 26, 2019

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Mark Borenstein
the Central Texas Area mgr of HDR Engineering Inc, on behalf of
said firm.

Linda Ann Tanner

Notary Public in and for the
State of Texas

My commission expires: 2-18-2021

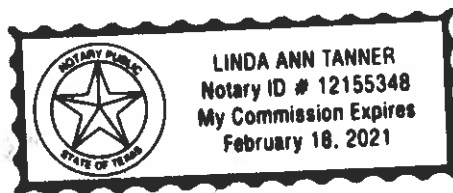


EXHIBIT B

ENGINEERING SERVICES

In consideration of the compensation herein provided, Engineer shall perform professional engineering services for the Project, which are acceptable to the County Designee, based on standard engineering practices and the scope of work as described in Attachment B as referenced by the particular Work Authorization, Exhibit C included with this agreement.

The general scope of engineering services corresponding to this agreement is to develop construction plans specifications and a cost estimate for a grade separation at the current at grade intersection of Kohlers Crossing and Union Pacific Railroad. The plan development will be broken down in multiple phases including Preliminary Engineering and Final Design.

The Preliminary Engineering Phase is expected to include:

- Project Management to include invoicing, project data management, sub-consultant and County/GEC coordination
- Route and design studies including an alternatives analysis and recommendation
- Environmental documentation
- Public involvement activities
- Site investigation to include site topography right of way mapping, and utility location.
- Roadway engineering to include development of design schematic
- Drainage analysis to include hydrologic and hydraulic calculations, storm drain system sizing and storm drain layout
- Site investigation to include geotechnical investigation
- Development of opinion of probable cost estimate

For a detailed description of services provided with Preliminary Engineering, see the Work Authorization, Attachment B.

Engineer shall also serve as the County's professional engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of Engineer's services.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. 1

PROJECT: Kohlers Crossing UPRR Grade Separation Improvements

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and HDR Engineering, Inc. (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 2019.

ENGINEER:

COUNTY:

HDR ENGINEERING, INC.

Hays County, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

Fee/Rate Schedule

**FEE SCHEDULE SHALL BE INSERTED AT THE
TIME OF AGREEMENT/CONTRACT EXECUTION**

EXHIBIT E
CERTIFICATES OF INSURANCE
ATTACHED BEHIND THIS PAGE



CERTIFICATE OF LIABILITY INSURANCE

6/1/2020

DATE (MM/DD/YYYY)

6/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1016040 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Lexington Insurance Company		19437
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER: 16146381****REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N N	061853691	6/1/2019	6/1/2020	PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PS&E Design of a grade separation over the UPRR tracks at Kohler's Crossing in northern Kyle, TX

CERTIFICATE HOLDER**CANCELLATION**

16146381
HAYS COUNTY AUDITOR
ATTN: VICKIE G. DORSETT
712 S. STAGECOACH TRAIL
SUITE 1071
SAN MARCOS TX 78666

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)

06/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. fka Willis of Minnesota, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED EDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company INSURER B: Ohio Casualty Insurance Company INSURER C: Liberty Insurance Corporation INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** W11623833**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability	Y	Y	TB2-641-444950-039	06/01/2019	06/01/2020
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
	OTHER					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-049	06/01/2019	06/01/2020
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	EUO(20) 57919363	06/01/2019	06/01/2020
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	Y	WA7-64D-444950-019	06/01/2019

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract. Umbrella/Excess policy is Follows Form over General Liability, Auto Liability and Employers Liability.

Re: PS&E Design of a grade separation over the UPRR tracks at Kohler's Crossing in northern Kyle, TX.

CERTIFICATE HOLDER**CANCELLATION**

Hays County Auditor Attn: Vickie G. Dorsett 712 S. Stagecoach Trail Suite 1071 San Marcos, TX 78666	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ACORD 25 (2016/03)

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SR ID: 18110133

155

BATCH: 1241583



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc. fka Willis of Minnesota, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance
Additional Insureds: County, its directors, officers and employees.
Waiver of Subrogation: County.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

All locations owned by or rented to the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.	Any location where you have agreed, through written contract, agreement or permit, to provide additional insured coverage
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement or permit, to provide additional insured coverage for completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number TB2-641-444950-039
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Person or Organization: Where required by written contract.

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-049
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

POLICY NUMBER: TB2-641-444950-039

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:

For attachment to Policy No WA7-64D-444950-019
\$

Effective Date 6/01/2019

Premium

Issued to:

Policy Number TB2-641-444950-039
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-049
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF MATERIAL CHANGE

We will not make changes that reduce the insurance afforded by this policy until written notice of such reduction has been delivered to those scheduled below at least 30 days before the effective date of the material change to the insurance afforded by this policy.

Our failure to provide notice under this endorsement will not affect the validity of the changes except as it relates to the person or organization listed below.

<u>NAME</u>	<u>ADDRESS</u>
As required by written contract or written agreement	

In no event will the notification be less than the minimum days required for notification by state statute. Notification will be provided to all parties in a manner as required by state statute, if any.

This endorsement is executed by the Liberty Insurance Corporation

Premium:

Effective Date: 6/1/2019 Expiration Date: 6/1/2020

For attachment to Policy No. WA7-64D-444950-019

Countersigned by 
Authorized Representative

End. Serial No.

WC 99 20 15
Page 1 of 1
Ed. 09/01/2010

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NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):

As required by written contract
or written agreement

30 Days

All other terms and conditions of this policy remain unchanged.

Issued by

For attachment to Policy No. WA7-64D-444950-019 Effective Date 6/01/2019 Premium \$

Issued to

CODE OF ETHICS FOR HAYS COUNTY

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

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

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

1. It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.
2. It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:
 - A. The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.
 - B. A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
 - C. Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

- D. Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.
- E. Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.
- F. Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE:  _____

PRINT NAME & TITLE: Mark Borenstein, P.E. / Central Texas Area Manager

COMPANY NAME: IIDR Engineering, Inc.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

HDR Engineering, Inc.
Round Rock, TX United States

Certificate Number:
2019-547672

Date Filed:
10/03/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

PSA 20190808
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	HDR, Inc.	Omaha, NE United States	X	
	Keen, Eric L.	Omaha, NE United States	X	
	Felker, Brent R.	Davis, CA United States	X	
	O'Reilly, Charles L.	Boston, MA United States	X	
	Meysenburg, Galen J.	Omaha, NE United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Mark D. Borenstein, and my date of birth is 09/06/72.

My address is 710 Hester's Crossing, Suite 150, Round Rock, TX, 78681, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 3rd day of October, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

**Hays County
House Bill 89 Verification**

I, Mark Borenstein, P.E. (Person name), the undersigned
representative of (Company or Business name) HDR Engineering, Inc.

Mark Borenstein, P.E. (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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

9-26-19
DATE

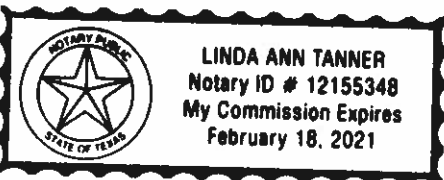
[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 26th day of September, 2019, personally appeared
mark Borenstein, the above-named person, who after by me being
duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

[Signature: Linda Ann Tanner]
NOTARY SIGNATURE

September 26, 2019
Date



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider granting a variance from Chapter 721.4.01 of the Hays County Development Regulations for the Driftwood Golf and Ranch Club Subdivision.

ITEM TYPE

ACTION-ROADS

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

BORCHERDING

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

Driftwood Golf and Ranch Club is a proposed 124 Lot Subdivision located off of FM 967 in Precinct 2. All Proposed Road Improvements will be privately maintained.

Multiple variance requests from Chapter 721 of the Hays County Development Regulations pertaining to Road Standards were approved in Commissioners Court on July 23rd, 2019. This additional variance request would allow the location of utilities to be placed under the private roadway. The variance request is attached in the backup.



REQUEST FOR VARIANCE APPLICATION PACKET

NOTICE TO APPLICANTS: IT IS YOUR RESPONSIBILITY TO THOROUGHLY READ AND UNDERSTAND THIS APPLICATION PACKET AND TO PROVIDE ALL INFORMATION REQUIRED HEREIN BEFORE THIS APPLICATION WILL BE ACCEPTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.

WHAT IS A VARIANCE?

A variance is an adjustment in the application of the Hays County Development Regulations to a specific project based on special conditions or circumstances peculiar (unique) to the project where a literal enforcement of the Regulations will result in unnecessary hardship. A variance is in the nature of a waiver of the strict letter of the Regulations but in substantial compliance with them and without sacrificing their spirit and purpose where the variance is necessary to allow the property owner to enjoy the same or similar rights enjoyed by other similarly submitted applications for Development Authorizations.

WHO MAY SEEK A VARIANCE?

Variances may be requested by the Owner of the Subject Property (the holder(s) of a legal or equitable interest in real property as shown by the deed records of Hays County) or the Applicant (the person seeking approval of an Application on behalf of an Owner). If an application is submitted by an Applicant other than the Owner, the Owner must certify that the Applicant has his permission to submit the application on his behalf.

ON WHAT GROUNDS MAY I SEEK A VARIANCE?

Variances may be granted from any provision of the Hays County Development Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements thereof or to avoid a regulatory taking. However, the Commissioners Court cannot grant any variance which conflicts with State or Federal law.

UNDER WHAT CIRCUMSTANCE MIGHT A REQUEST FOR VARIANCE NOT BE GRANTED?

Pecuniary hardship standing alone shall not be deemed to constitute undue hardship.

HOW DO I APPLY FOR A VARIANCE?

1. **COMPLETE THE APPLICATION FOR A VARIANCE:** After reviewing the entire Application packet carefully, prepare all the information requested on the Application. A complete Application must include all the information listed therein.
2. **SUBMIT APPLICATION:** Submit all the required application materials, along with a Subdivision Plat Submittal Form or Application for Development Authorization, to the Hays County Development Services Division at 2171 Yarrington Road, San Marcos, Texas. The Development Services staff cannot accept an incomplete application.

HOW LONG DOES IT TAKE TO COMPLETE THE VARIANCE PROCESS?

Variances are approved along the same timeline as the Applicant's Subdivision Plan Submittal or Application for Development Permit. Refer to those application packets for more information. If the Development Services Division determines that a proposed administrative variance does not or may not meet the criteria identified in Sec. 701.08.06 of the Regulations, approval of such proposed administrative variance will be deferred to the Commissioners Court.

HOW MUCH DOES A VARIANCE REQUEST COST?

A fee of \$100.00 must be paid at the time of the application is submitted and is non-refundable even if the application is denied.



REQUEST FOR VARIANCE **Hays County, Texas**

To be included with Plat Submittal
or Application for Development Authorization

For Office Use Only

Tracking Number: _____
Date App. Received: _____
Precinct # in which located: _____

INSTRUCTIONS: Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

OWNER INFORMATION:

Property Owner's Full Legal Name: Schuyler Joyner, Vice-President, Driftwood Golf Club Development, Inc.

Property Owner's Mailing Address: 14605 North 73rd St., Scottsdale, Arizona 85260

Home Phone: _____ Work Phone: (480) 624-5200

Cell Phone: _____ e-Mail Address: jschuyler@discoverylandco.com

IF APPLICABLE: Owner hereby gives Murfee Engineering Company, Inc. permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

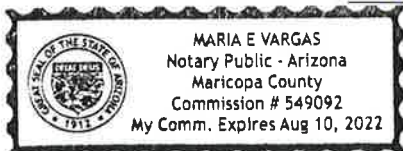
I hereby certify that the above statements are true and correct to the best of my knowledge.

Owner's Signature

STATE OF ARIZONA
COUNTY OF MARICOPA

Subscribed and sworn to before me this 17 day of September, 20 19

(seal)



Maria E. Vargas
Notary Public
My Commission expires: Aug. 10, 2022

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: Ken Martin, P.E., Murfee Engineering Company, Inc.

Applicant's Mailing Address: 1101 S. Capital of Texas Hwy #D-210, Austin Texas 78746

Home Phone: _____ Work Phone: 512-327-9204

Cell Phone: _____ e-Mail Address: kmartin@murfee.com

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): _____

911 street address for the Subject Property, if established: 11100 RR 967, Buda, TX 78610

Legal description:

Lot 39,40,41 Blk A; Lots 2,3 Blk B, Block __, Subdivision Driftwood Golf and Ranch Club, Sec __, Phase One

Request for Variance

Page 2 of 6
Revised 5/8/2013

If not located in a subdivision: Survey _____,

Abstract _____, Recorded (Vol/Page) _____

Hays Central Appraisal District Property ID Number: **R12544**

This number can be obtained by searching the on-line property records for the Subject Property at www.hayscad.com or by calling the HCAD at (512) 268-2522.

Hays County Precinct in which the subject property is located: 2

This information can be obtained by calling (512) 393-2160.

ACTION REQUESTED:

- ☐ Administrative Variance as follows (check all that apply):
- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
 - ☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
 - ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
 - ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
 - ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).
- ☐ Variance from the Regulations as they apply to the subdivision of property in Hays County.
- ☒ Other (specify): Variance from Chapter 721 – Roadways Standards

All Applicants complete the following:

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Hays County Development Regulations, Chapter 721, Subchapter 4 - Private Roadway	<u>Requiring all private roadways qualifying as Regulated Roadways (Regulated Private Roadways) shall be designed and constructed in accordance with the standards in Chapter 721, Subchapter 5 for Public Roadways.</u>	<u>The variance is being requested to allow a variance from private roadways being required to be constructed as Regulated Roadways for the purpose of locating municipal utilities under the roadway.</u>

HARDSHIP FINDINGS (attach additional sheets if necessary):

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

The water and wastewater lines in this development will be owned and operated by the City of Dripping Springs. The City standard details call for utilities to be placed under pavement. We request that we be allowed to vary from Hays County policy of locating utilities outside of pavement in order to comply with City standards.

2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:

The subdivision is within the water and wastewater service area of the City of Dripping Springs. The City desires to have their lines under the roadway as a condition to get plan approval.

3. Described how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

Waterlines under pavement are common in Hays County and should not have any greater chance of inherent detrimental effect to public health, safety, and welfare, should not be injurious to other property, and should not prevent orderly development of the land than locating the utility lines outside the roadway.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:

The request for this variance is based on the City of Dripping Springs standard utility assignment.

5. Describe how the variance will improve the functionality of the development on the Subject Property:
Functionality will be improved on the property by allowing the City to operate and maintain their facilities in the manner to which they are accustomed.

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:

N/A

7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):

The City of Dripping Springs standard details calls for the water and wastewater lines to be placed under the pavement (see attached). The utilities in this development will be owned and operated by the City and the placement of the lines under the pavement will promote efficient operation and maintenance.

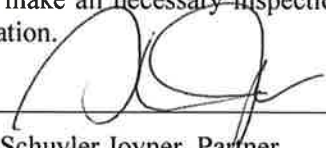
PRE-SUBMITTAL CHECKLIST

CHECK EACH ITEM TO INDICATE THAT IS HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.

- ☒ Completed Subdivision Plat Submittal Form or Application for Development Authorization.
- ☒ Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.
- ☐ Other – List any other supplemental information submitted with this Application:

OWNER'S/APPLICANT'S CERTIFICATION:

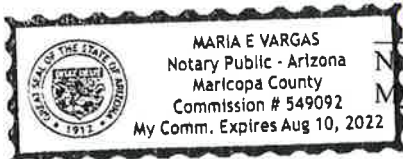
I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.


Print Name Schuyler Joyner, Partner

ARIZONA
STATE OF ~~TEXAS~~ §
COUNTY OF ~~HAYS~~ §
Maricopa

Subscribed and sworn to before me this 17 day of September, 2019.

(seal)



Maria E. Vargas
Notary Public, State of ~~Texas~~ ARIZONA
My Commission expires Aug 10, 2022

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

SUB-1370; Grant Harris Subdivision. Discussion and possible action to consider a variance from the Hays County Development Regulations Chapter 721, Subchapter 5.07 regarding Shared Access Driveways.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

The owners of the property located at 1070 Grant Harris Road in San Marcos have begun submitting applications to subdivide the 4.57 acre tract into 2 lots. The property is located in the extraterritorial jurisdiction of the City of San Marcos. Water service will be provided by Crystal Clear Water Supply Corporation and Wastewater treatment will be accomplished by individual On-Site Sewage Facilities.

The property was created in 1997 via a Special Warranty Partition Deed with Reservation of Easement. Grant Harris Road is designated as a named driveway easement for ingress and egress, under private maintenance. Chapter 721.5.07 of the Hays County Development Regulations allows up to 1 lot without independent access to a regulated roadway to obtain access to a regulated roadway by means of a Shared Access Driveway/Easement if approved by the Commissioners Court. An additional 2 lots having independent access may also share the use of the Shared Access Driveway/Easement. Any additional lots proposing to access a regulated roadway by means of shared access are required to create improved access meeting Hays County Transportation Standards.

Since the property falls in the extraterritorial jurisdiction of San Marcos, the City is requiring the property to be platted since the City does not have an exception to dividing property by metes and bounds for Family Exemptions where Hays County does. As a result of the platting requirement, platting and upgrading of the shared access easement to County standards would be required, however it would not meet the current Hays County Development Regulations by creating an additional lot utilizing this easement. The owners are seeking a variance from Chapter 721.5.07 regarding Shared Access Rules.



REQUEST FOR VARIANCE APPLICATION PACKET

NOTICE TO APPLICANTS: IT IS YOUR RESPONSIBILITY TO THOROUGHLY READ AND UNDERSTAND THIS APPLICATION PACKET AND TO PROVIDE ALL INFORMATION REQUIRED HEREIN BEFORE THIS APPLICATION WILL BE ACCEPTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.

WHAT IS A VARIANCE?

A variance is an adjustment in the application of the Hays County Development Regulations to a specific project based on special conditions or circumstances peculiar (unique) to the project where a literal enforcement of the Regulations will result in unnecessary hardship. A variance is in the nature of a waiver of the strict letter of the Regulations but in substantial compliance with them and without sacrificing their spirit and purpose where the variance is necessary to allow the property owner to enjoy the same or similar rights enjoyed by other similarly submitted applications for Development Authorizations.

WHO MAY SEEK A VARIANCE?

Variances may be requested by the Owner of the Subject Property (the holder(s) of a legal or equitable interest in real property as shown by the deed records of Hays County) or the Applicant (the person seeking approval of an Application on behalf of an Owner). If an application is submitted by an Applicant other than the Owner, the Owner must certify that the Applicant has his permission to submit the application on his behalf.

ON WHAT GROUNDS MAY I SEEK A VARIANCE?

Variances may be granted from any provision of the Hays County Development Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements thereof or to avoid a regulatory taking. However, the Commissioners Court cannot grant any variance that conflicts with State or Federal law.

UNDER WHAT CIRCUMSTANCE MIGHT A REQUEST FOR VARIANCE NOT BE GRANTED?

Pecuniary hardship standing alone shall not be deemed to constitute undue hardship.

HOW DO I APPLY FOR A VARIANCE?

1. **COMPLETE THE APPLICATION FOR A VARIANCE:** After reviewing the entire Application packet carefully, prepare all the information requested on the Application. A complete Application must include all the information listed therein.
2. **SUBMIT APPLICATION:** Submit all the required application materials, along with a Subdivision Plat Submittal Form or Application for Development Authorization, to the Hays County Environmental Health Department at 1251 Civic Center Loop, San Marcos, Texas. The Environmental Health Department staff cannot accept an incomplete application.

HOW LONG DOES IT TAKE TO COMPLETE THE VARIANCE PROCESS?

Variances are approved along the same timeline as the Applicant's Subdivision Plan Submittal or Application for Development Permit. Refer to those application packets for more information. If the Planning or Environmental Health Divisions determine that a proposed administrative variance does not or may not meet the criteria identified in Sec. 701.08.06 of the Regulations, approval of such proposed administrative variance will be deferred to the Commissioners Court.

HOW MUCH DOES A VARIANCE REQUEST COST?

A fee of \$100.00 must be paid at the time of the application is submitted and is non-refundable even if the application is denied.



REQUEST FOR VARIANCE
Hays County, Texas

To be included with Plat Submittal
or Application for Development Authorization

For Office Use Only

Tracking Number: _____
Date App. Received: _____
Precinct # in which located: _____

INSTRUCTIONS: Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

OWNER INFORMATION:

Property Owner's Full Legal Name: Angel L. Hernandez
Property Owner's Mailing Address: 1240 Conway Dr. San Marcos Tx 78666
Home Phone: 512-557-5305 Work Phone: 830-379-1480
Cell Phone: 512-557-9409 e-Mail Address: Ahernandez9409@yahoo.com

IF APPLICABLE: Owner hereby gives _____ permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

I hereby certify that the above statements are true and correct to the best of my knowledge.

Owner's Signature

STATE OF TEXAS
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____

(seal)

Notary Public
My Commission expires: _____

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: _____
Applicant's Mailing Address: _____
Home Phone: _____ Work Phone: _____
Cell Phone: _____ e-Mail Address: _____

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): Grant Harris Subdivision
911 street address for the Subject Property, if established: 1070 Grant Harris Rd.

Legal description:

Lot _____, Block _____, Subdivision _____, Sec _____, Phase _____

If not located in a subdivision: Survey 4.57 acres out of the Antonio M. Esquivizar
Survey ABS 6" Abstract _____, Recorded (Vol/Page) _____

Hays Central Appraisal District Property ID Number: R111272

This number can be obtained by searching the on-line property records for the Subject Property at www.hayscad.com or by calling the HCAD at (512) 268-2522.

Hays County Precinct in which the subject property is located: _____

Precinct 1
This information can be obtained by calling (512) 393-2190.

ACTION REQUESTED:

- ☐ Administrative Variance as follows (check all that apply):
- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
 - ☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
 - ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
 - ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
 - ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).
- ☒ Variance of the Regulations as they apply to the subdivision of property in Hays County.
- ☐ Other (specify): _____

All Applicants complete the following:

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Chapter 721	Up to 1 lot without independent access to a regulated Roadway may obtain access to a regulated road way by means of a	Requesting this variance to allow platting of existing access easment to divide the property into 2 lots.
Subchapter 5.07	Shared access driveway if approved by the Commissioners Court	

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements

HARDSHIP FINDINGS (attach additional sheets if necessary):

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

Subdivide 4.6 acre property into 2 lots
property is located in a private rd.

2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:

These regulations were not enforced at the time
the properties along this easement were created

3. Described how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

The granting of a variance will not affect any
safety or health to the public. We are trying
to get the granting so we can build 2 houses
on this property.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:

I bought this property as it is and now I would like to divide for family, but want to follow the rules in place for when it comes to subdividing

5. Describe how the variance will improve the functionality of the development on the Subject Property:

Will improve that the 2 families will have their own place of property under its own name to be able to ask for any loans to build a house

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:

NA

7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):

Will resolve an approval from the City of San Marcos to subdivide the property with a share access road.

PRE-SUBMITTAL CHECKLIST

CHECK EACH ITEM TO INDICATE THAT IS HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.



Completed Subdivision Plat Submittal Form or Application for Development Authorization.



Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.



Other - List any other supplemental information submitted with this Application:

Plat, deed, tax certificate, utility approval
facility planning report (on-site sewage facility)

OWNER'S/APPLICANT'S CERTIFICATION:

I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.

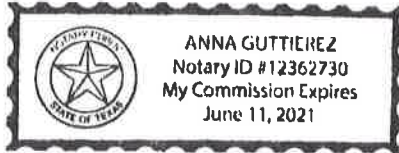
Print Name

Angel L. Hernandez

STATE OF TEXAS §
COUNTY OF HAYS §

Subscribed and sworn to before me this 12 day of AUGUST, 2019.

(seal)



Anna Gutierrez
Notary Public, State of Texas

My Commission expires: JUNE 11, 2021

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 \$4,500 Request for Service form (RFS) with Tyler Technologies related to the County Wide New World ERP Financial Software upgrade.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	October 15, 2019	\$4,500

LINE ITEM NUMBER

001-680-00.5429

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
McGill/Alonzo	BECERRA	N/A

SUMMARY

A required software upgrade is needed for the county wide financial software system. The IT Director has recommended that Tyler Technologies perform the upgrade including installation and configuration of the Windows SQL Server and restoring all NWS ERP databases to the new SQL server. This product was procured through RFP 2008-P12 and continued maintenance and upgrades are allowed through a discretionary exemption per Local Government Code Ch. 262.024 (a)(7). Funds are available within the IT Departments operating budget to fund this service.

Attachment: Tyler Technologies RFS Authorization Form

Please return this completed Request For Service form with authorized signature to Tyler Technologies. This project will be scheduled on the first available date following receipt of a signed copy of this form.

RFS Number 7166943

RFS Date July 30, 2019

CLIENT INFORMATION

Name Hays County, TX
Address 111 E San Antonio St Ste 300
San Marcos, TX 78666-5534
Phone (512) 393-7812

COSTS

New Server Build	\$4,500.00
ERP Upgrade	\$0.00
Tyler IP Install	\$0.00
Other	\$0.00
Invoice Total	\$4,500.00

CONTACT INFORMATION

Name	Title/Role	Phone	Email
Jeffrey McGill	IT Director	(512) 393-2841	jmcgill@co.hays.tx.us

SERVICE DESCRIPTION

The NEW SQL server service requested includes:
Installing and configuring Windows SQL Server.
Restoring all New World ERP databases to the new SQL server at go live.
The building and cutover of the SQL server will take place on the same day unless noted by your scheduler.

Item	Cost	Detail
New Server Build	\$ 1,500	App;
New Server Build	\$ 3,000	Sql

Tasks expected for the customer to perform:

- Data validation/testing services – post migration
- Building new server with Windows OS
- Review check.tylertech.com for server requirements

Issues that are software driven and not migration driven will go through the normal channels of the Support Center.

CLIENT AGREEMENTS

For any upgrade service offerings where I have waived Tyler Technologies assistance, I agree that any service expense required by Tyler Technologies to bring my environment into compliance will be borne by my agency
.-Software support and warranty will be routed through the normal support channels.
-Cancelling or rescheduling an appointment within 2 business days will result in a \$250 administration fee for rescheduling. If the environments/customer contact are not prepared and the installation needs to stop, a \$250 administration fee will be charged for rescheduling.

The signature below authorizes Tyler Technologies to invoice the Client at the appropriate fee based on service being provided. The total fees will be billed upon execution. Full payment is due within 30 days. This Form shall be governed by the general terms and conditions of the original license agreement between Tyler Technologies and the Client. Pricing is valid for 30 days from date of RFS.

Authorized Signature: _____

Date: _____

Name (Printed): _____

Job Title: _____

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 payment to G.T. Distributions, Inc. for the Constable Pct. 5 Office related to the purchase of three (3) CoolCop A/C Dash attachments to install in Law Enforcement Vehicles for \$179.85.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	October 15, 2019	\$179.85

LINE ITEM NUMBER

001-639-00.5206

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Constable John Ellen	JONES	N/A

SUMMARY

The Constable has purchased three CoolCop dash attachments which attaches to a vehicle air conditioning vent. The soft vinyl vest attachment fits comfortably between officer's bullet proof vest and undershirt and delivers cool air to maintain cool, dry and comfortable clothing. The Auditor is requesting Court approval to purchase these type of vehicle accessories.

Attachment: GT Distributor Invoice



Invoice

GT Distributors - Austin
P.O. Box 16080
Austin TX 78761

(512) 451-8298

Invoice	INV0728282
Date	9/20/2019
Page	1
Order	DPT000250122

Bill To:

Hays Co Constable Pct 5 (TX)
Attn: John Ellen
P.O. Box 236
Buda TX 78610

Ship To:

Hays Co Constable Pct 5
Attn: Matt Mancillas
500 Jack C Hays Trail
Buda TX 78610

Purchase Order No.		Customer ID		Salesperson ID		Shipping Method		Pmt Terms		Req Ship Date		Master No.	
JE091919		004487		BF		PICKUP		NET 10		9/19/2019		2,017,100	
Ordered	Shipped	B/O	Item Number		Description				UOM	Unit Price		Ext. Price	
4	4	0	511-56031-019		Flash Bang Pouch Black AUSTIN				EA	\$17.99		\$71.96	
1	1	0	FC-P40HST1-BX		Federal .40S&W 50/BX HST HP 180gr AUSTIN				BX	\$23.99		\$23.99	
1	1	0	FC-P45HST1-BX		Federal .45Auto 50/BX HST HP 230gr +P AUSTIN				BX	\$25.99		\$25.99	
1	1	0	FC-P9HST3-BX		Federal 9mm 50/BX HST HP 124gr +P AUSTIN				BX	\$19.99		\$19.99	
3	3	0	CLCP-EXPLORER-2012+		Cool Cop Explorer 2012+ SKU 9773800123 AUSTIN				EA	\$59.95		\$179.85	
10	10	0	MAGPUL-MAG571-BLK		Magpul PMAG 30 AR/M4 GEN M2 MOE 5.5 AUSTIN				EA	\$12.00		\$120.00	
1	1	0	SAUN-AH48102		Saunders Form Holder- # 10006 AUSTIN				EA	\$22.99		\$22.99	
1	1	0	SAUN-12206		Saunders Ticket Book Holder 6" X 11" Black AUSTIN				EA	\$22.99		\$22.99	
1	1	0	NOTES:		Notes: AUSTIN Picked up by John Ellen on 09.19.19 @ 11:17 512.295.3030/ john.ellen@co.hays.tx.us Creds and FET attached, on file X				EA	\$0.00		\$0.00	

FFL Number:

Expiration Date:

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Picked up by John Ellen on 09.19.19 @ 11:17
512.295.3030/ john.ellen@co.hays.tx.us
Creds/FET attached to order. Please email for
billing

Subtotal	\$487.76
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Amount Received	\$0.00
Balance Due	\$487.76

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 acceptance of a grant award from the Office of the Governor Criminal Justice Division for the Hays County Mental Health Crisis Intervention project in the amount of \$62,304 and amend the budget accordingly.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Tammy Crumley

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

The Commissioners Court authorized the submittal of this grant application on February 26, 2019. These funds will assist the Hays County Sheriff's Office in providing services and assistance directly to peace officers and first responders to address direct and indirect trauma that occurs in the course of their normal duties. Award acceptance will be completed via eGrants Portal on or before October 16, 2019.

Grant Number: 3825001

Grant Period: 10/1/19-9/30/20

Budget Amendment:

Increase .4301 Intergovernmental Revenues \$62,304

Increase .5448 Contract Services \$58,363

Increase .5489 Telephone and Data Lines \$456

Increase .5202 Data Process Supplies \$595

Increase .5211 Office Supplies \$750

Increase .5551 Continuing Education \$640

Increase .5712_400 Computer Equipment Operating \$1,500

Attachment:

Mental Health Crisis Intervention Statement of Grant Award

Statement of Grant Award (SOGA)

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

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

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

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

Grant Number:	3825001	Award Amount:	\$62,304.00
Date Awarded:	9/26/2019	Grantee Cash Match:	\$0.00
Grant Period:	10/01/2019 - 09/30/2020	Grantee In Kind Match:	\$0.00
Liquidation Date:	12/29/2020	Total Project Cost:	\$62,304.00
Program Fund:	DJ-Edward Byrne Memorial Justice Assistance Grant Program		
Grantee Name:	Hays County		
Project Title:	Mental Health Crisis Intervention		
Grant Manager:	Matt McDaniel		
DUNS Number:	097494884		

CFDA:	16.738 - Edward Byrne Memorial Justice Assistance Grant Program
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Federal Award Date:	10/1/2018
Federal/State Award ID Number:	2018-DJ-BX-0485
Total Federal Award/State Funds Appropriated:	\$13,448,181.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

Agency Name: Hays County
Grant/App: 3825001 Start Date: 10/1/2019 End Date: 9/30/2020

Project Title: Mental Health Crisis Intervention
Status: Pending AO Acceptance of Award

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	Advocacy, Mental Health, and Treatment - Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services - Fulltime mental health employee base salary and fringe benefits are calculated into this total being (40,544 Base + 12,513 Fringe + 10 percent administrative fee @ 5,306 = \$58,363). Position will be contracted through LMHA.	\$58,363.00	\$0.00	\$0.00	\$0.00	\$58,363.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	New employee training will take place in Kerrville, TX for a period of one week. (4-nights @ \$94 * 4 = 376, mileage to and from Kerrville @ \$0.545 mile = \$93, meals @ \$81)	\$550.00	\$0.00	\$0.00	\$0.00	\$550.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Continuing Education is valued at \$90 annually for access to the website.	\$90.00	\$0.00	\$0.00	\$0.00	\$90.00	0
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	MiFi/WiFi Hotspot @ 38 mo.	\$456.00	\$0.00	\$0.00	\$0.00	\$456.00	0
Supplies and Direct Operating Expenses	Desktop System and Accessories (\$5,000 or less per unit)	Dell 27 inch Monitor @ \$254	\$245.00	\$0.00	\$0.00	\$0.00	\$245.00	0
Supplies and Direct Operating Expenses	Laptop System and Accessories (\$5,000 or less per unit)	Microsoft Surface Pro Laptop Computer @ \$1,500.	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	General Office Supplies, paper, pens, binders, files folders for a total of \$500	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Electronic Signature Pad valued at \$350	\$350.00	\$0.00	\$0.00	\$0.00	\$350.00	0

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

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 Commercial OSSF Permit and grant a variance to Section 10-W(6) of the Hays County Rules for On-Site Sewage Facilities at 4901 W Hwy 290, Dripping Springs, Texas 78620.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	October 15, 2019	

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
Caitlyn Strickland, Director of Development Services	SMITH	N/A

SUMMARY

Ryan Bartholomew of Lauren Concrete is proposing an OSSF to serve a small office building. This 94.86 acre tract of land will be served by a private well.

The system designer, Tom Partridge, P.E., has designed a standard treatment system. After treatment, the effluent will be disposed via standard disposal for a maximum daily rate of 16 gallons. The system designer, Tom Partridge, is requesting a variance to Section 10. W.(6) of the Hays County rules for On-Site Sewage Facilities that requires an effluent meter, which is capable of measuring the daily flow. His justification for the variance is: "...a water meter will be installed on the water line entering the office building...and the hose bib (on the outside of the building) has been capped...(and)...is permanently out of use."

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 approve a resolution of support for the former Alba Ranch to be formally recognized by the Texas Historical Commission's Undertold marker designation.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SMITH

N/A

SUMMARY

See the attached Resolution.



**RESOLUTION OF SUPPORT FOR THE FORMER ALBA RANCH
TO BE FORMALLY RECOGNIZED
WITH THE TEXAS HISTORICAL COMMISSION'S
UNDERTOLD MARKER DESIGNATION**

WHEREAS, the former Alba Ranch was the home of one of the earliest established Hispanic families in Dripping Springs, and whose members would put down roots in 1900 and become pillars of the community; and

WHEREAS, the former Alba Ranch remained in the hands of that same family for over a century and would eventually include over 1,000 acres, with a gateway proudly displaying its name; and

WHEREAS, the family's patriarch, Victoriano Alba, through his pioneering spirit, work ethic, strong religious faith, and ingrained family devotion and loyalty, overcame adversity to become a successful landowner, farmer, and rancher in Dripping Springs, which elevated his status and was the key to securing a better future for his family; and

WHEREAS, Victoriano and his descendants are well-respected and have contributed much to the development of the Dripping Springs area and can be proud of their deep roots in Texas history and Hispanic culture – having registered the first birth in the San Marcos Courthouse in 1903, having in 1916 conveyed land for school purposes to the Patrons of the Millseat School in Hays County, and having helped organize the growing Catholic population in Dripping Springs, the foundations of the current vibrant parish of St. Martin de Porres Catholic Church; and

WHEREAS, the former Alba Ranch old stone houses have been lovingly restored and are now part of a wedding venue styled "the wedding capital of Texas" where visitors can sense the Alba legacy reverberating from the stone walls;

NOW, THEREFORE, BE IT RESOLVED, that the Hays County Commissioners Court recognizes the historical importance of the former Alba Ranch and fully endorses having the Texas Historical Commission recognize its place in Texas history with an Undertold Historical Marker.

ADOPTED THIS THE 15TH DAY OF OCTOBER 2019

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the performance and duties of the Veterans Service Officer, Emergency Services Director, IT Director, Human Resources Director, Transportation Director, General Counsel, Director of Countywide Operations and Development Services Director.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	October 15, 2019	n/a

LINE ITEM NUMBER

n/a

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Miller	BECERRA	N/A

SUMMARY

Re-occurring as needed.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease or value of real property regarding Parks and Open Space within Hays County.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

Information will be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange or value of Right of Way along proposed FM110 in Pct. 1. Possible action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

October 15, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY

Kennedy

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Summary to be provided in Executive Session.