Commissioners Court June 15, 2021
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 June 2021**, 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.

CONSENT ITEMS

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

1	4	Approve payments of County invoices. **VILLARREAL-ALONZO**
2	5	Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
3	6-17	Approve Commissioners Court Minutes of June 1, 2021. **BECERRA/CARDENAS**
4	18	Approve the official bond of the newly-appointed Hays County Court at Law #3 Judge, Daniel O'Brien. **BECERRA**
5	19	Authorize payment of $962.50 to AMG for the Election's Office related to previous election expenses in which no purchase order was issued as required per County Purchasing Policy. **SMITH/ANDERSON**
6	20	Approve the appointment of Jim Hollis to the Board of Emergency Services District #8 to replace Mitch Johnson on Emergency Services District #8, for a term ending December 31, 2021. **JONES**
7	21-23	Authorize payment to Kone for Government Center elevator repairs in the amount of $574.15 in which no purchase order was issued as required per the Hays County Purchasing Policy. **INGALSBE/T.CRUMLEY**
8	24	Authorize payment to Fred Pryor Seminars in the amount of $796.00 for four renewal subscriptions of Pryor+ for Human Resources Department employees in which no purchase order was issued as required per the County Purchasing Policy. **INGALSBE/MILLER**
9	25-51	Accept the Fiscal Year 2020 Hays County Emergency Services District #5 Audit Report per Texas Health and Safety Code 775.082. **JONES/INGALSBE/VILLARREAL-ALONZO**
10	52	Ratify the acceptance of two custom doormats valued at $806.00 to the Sheriff's Office Public Safety Building and amend the budget accordingly. **INGALSBE/CUTLER**
11	53-61	Authorize the acceptance of a grant award in the amount of $100,000 from the St. David's Foundation's COVID-19 Recovery Fund for vaccine distribution and administration support and amend the budget accordingly. **BECERRA/T.CRUMLEY**
12	62-63	Authorize the Commissioner Pct. 1 Office to support the Hays Cares Shoes of Hope event related to shoe distribution initiatives for Hays County children. **INGALSBE**
13	64-65	Authorize the Information Technology Department to purchase 25 Network Access Points for Wi-Fi connectivity for the new Jail expansion and amend the budget accordingly. **INGALSBE/MCGILL/CUTLER**
14	66-67	Approve renewal of IFB 2020-B06 Roadway Striping with D.I.J. Construction, Inc. for one (1) additional year as stated in the original bid, effective June 1, 2021. **BECERRA/BORCHERDING**
15	68-71	Authorize the execution of a renewal Letter Agreement with the Community Supervision and Corrections Department (CSCD) related to the FY2022 Veterans' Services - Veterans' Treatment Court grant for Adult Probation Services. **INGALSBE/C.JOHNSON**
16	72-107	Approve specifications for IFB 2021-B11 Road Improvements: Remove & Replace Hot Mix and authorize Purchasing to solicit for proposals and advertise. **SHELL/BORCHERDING**
17	108-142	Authorize the execution of a grant agreement with the Texas Water Development Board, Flood Infrastructure Fund for the Onion Creek Watershed Study. **JONES/SMITH/T.CRUMLEY/PACHECO**

18	143-146	Approve renewal of IFB 2020-B10 Metal Beam Guard Fence (MBGF) Materials with Texas Corrugators. **BECERRA/BORCHERDING**
19	147-148	Authorize the Office of Emergency Services to accept a Proposal from Water & Earth Technologies, Inc. (WET) related to repairs on the Low Water Crossing pressure transducer at Post Road and the Blanco River and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(7). **SMITH/MIKE JONES**

ACTION ITEMS

ROADS

20	149-151	Discussion and possible action to authorize the County Judge to execute Change Order No. 2 in the amount of $278,838.42 to the Construction Contract between Hays County and Jordan Foster Construction, LLC for the Dacy Lane (IFB-2021-B02) project as part of the Hays County Road Bond Program. **JONES/INGALSBE/BORCHERDING**
21	152-154	Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of $188,000 to the Professional Services Agreement between Hays County and RPS Infrastructure, Inc. for the FM 621 Safety Improvements project as part of the Hays County Road Bond Program; and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **INGALSBE/BORCHERDING**
22	155-156	Hold a public hearing with possible action to establish a "No Parking" zone in front of the park gate & driveway on Edgewater Drive along the Blanco River. **SHELL/BORCHERDING**
23	157-159	Hold a public hearing with possible action to establish a "No Parking" zone on Sunrise Drive in Sunrise Acres subdivision in the western ROW north of Sunrise Circle. **INGALSBE/BORCHERDING**
24	160-166	Discussion and possible action to accept Letter of Credit No. 20214330 for street and drainage improvements for 6 Creeks Phase 1 Section 4A in the amount of $362,008.18. **SMITH/BORCHERDING**
25	167	Discussion and possible action to approve the selection of the team of CP&Y and KFriese & Associates to provide preliminary engineering services including but not limited to Exploration and Coalition Building, Corridor Study, and National Environmental Policy Act compliance investigations related to a proposed extension of SH45 Southwest from FM 1626 to IH35 and authorize staff and counsel to negotiate a contract. **JONES/BORCHERDING**

SUBDIVISIONS

26	168-169	PLN-1679-PC; Call for a Public Hearing on July 13th, 2021 to discuss approval of the final plat of the Rolling Oaks, Section 1, Lot 6, Replat. **SHELL/MACHACEK**
27	170-172	PLN-1674-PC; Call for a Public Hearing on July 13th, 2021 to discuss approval of the final plat of the Carol Oaks, Lot 14, Replat. **SMITH/MACHACEK**

MISCELLANEOUS

28	173	Discussion and possible action to provide direction to staff and consultants regarding the issuance of Parks and Open Space bonds pursuant to authorization of Hays County Proposition A in the 2020 General Election. **BECERRA/KENNEDY**
29	174	Discussion and possible action to form a Citizens Advisory Commission on Redistricting. **BECERRA**
30	175-180	Discussion and possible action to authorize the County Judge to execute an ACH Agreement with Certified Payments to allow the Hays County Fire Marshal's Office to accept eChecks for fees. **BECERRA/MENDENHALL**
31	181-273	Discussion and possible action to authorize renewal of the Hays County Property and Mobile Equipment liability coverage for plan year 2021 - 2022 at a premium renewal rate of $218,619. **BECERRA/MILLER**
32	274-339	Discussion and possible action to execute a Countywide Elevator Maintenance & Repair Services Contract with Otis Elevator Company pursuant to RFP 2021-P01. **BECERRA/T.CRUMLEY**
33	340	Discussion and possible action to establish one (1) new Environmental Health Specialist I position (grade 111) effective July 1, 2021. **SHELL/PACHECO**
34	341-348	Discussion and possible action to award the contract for IFB 2021-B08 RM 12 @ Winters Mill Parkway to Lone Star Sitework, LLC. **SHELL/BORCHERDING**
35	349	Discussion and possible action to provide direction to staff and to identify a Hays County approach to the prospective allocation under the American Rescue Plan Act of 2021 (H.R. 1319). **SMITH**
36	350-359	Discussion and possible action to adopt the Rules and Procedures for Determining Which Fires Warrant Investigation by the County Fire Marshal's Office in the Unincorporated Areas of the County, Pursuant to Chapter 352 of the Texas Local Government Code. **BECERRA/MENDENHALL**

37	360-361	Discussion and possible action to pre-qualify all respondents related to RFQ 2021-Q05 Bond Underwriting Services and develop a pool of qualified firms; and authorize the County Auditor and County Financial Advisor to select from this pool for future bond sales. **BECERRA/VILLARREAL-ALONZO**
38	362	Discussion and possible action to establish program guidelines related to the Emergency Rental Assistance Program; establish temporary positions to manage the program and amend the budget accordingly. **BECERRA/T.CRUMLEY**

WORKSHOP

39	363-374	11am- Workshop to finalize the Hays County Film Guidelines and possible action to approve the Guidelines, which is the first step to becoming Film Friendly Certified. **BECERRA/COLLINS**

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.

40	375	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 FM 621 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.

41	Discussion and possible action related to the burn ban and/or disaster declaration. **BECERRA**
42	Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
43	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**
44	Discussion and possible action related to proposed bills in the 87th Regular Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071. **SMITH**
45	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. **BECERRA**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 11th day of June, 2021

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

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	VILLARREAL-ALONZO	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	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	VILLARREAL-ALONZO	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 June 1, 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 1st DAY OF JUNE A.D., 2021, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Stella Burkhalter of Kyle United Methodist Church gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Dianne Wassenich made public comments regarding vaccines, county purchase of flood plains, and the Capes Dam removal. Virginia Parker Condie, Executive Director of the San Marcos River Foundation, made a public comment regarding the Capes Dam Complex. Jonathan Steinberg made a public comment in support of appointing Judge Linda Rodriguez for County Court at Law #3. Rodrigo Amaya made a public comment regarding lack of accountability from the Hays County leadership. Dan Lyon made public comments against the Hays County Appraisal District and the Appraisal Review Board. Kimberly Meitzer, member of the San Marcos River Foundation, made a public comment regarding the interlocal agreement between Hays County and the City of San Marcos for the Capes Dam removal. Dr. Linda Calvert, representative of the League of Women Voters, made a public comment regarding a proposal for a transparent commission. The following public comments were emailed to the court. Elaine Cardenas, County Clerk read the emailed public comments to the court. Monica Baietti, Donna Haschke, Jehnny Oh, and Judy Curtis submitted letters in support of appointing Judge Linda Rodriguez for County Court at Law #3. James "Jay" Daniel made a public comment in support of the removal of Capes Dam. Mark Trahan made a public comment in support of Judge Linda Rodriguez. Mindy Webber made public comments regarding redistricting and in support of Judge Linda Rodriguez. Will Webber made a public comment against keeping Capes Dam. Shannon Fitzpatrick made a public comment in support of Judge Linda Rodriguez.

36430 ADOPT A PROCLAMATION DECLARING THE FIRST FRIDAY OF JUNE 2021 AS GUN VIOLENCE AWARENESS DAY.

Dan Lyon made public comment regarding confusion of the wording of the proclamation. Discussion was had among the court and Mark Kennedy, General Counsel, to clarify and amend the wording of the proclamation. The court agreed that they are in support of the second amendment rights and responsible gun ownership. **A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to adopt a Proclamation declaring the first Friday of June 2021 as Gun Violence Awareness Day. All present voted "Aye." MOTION PASSED.**

36431 ADOPT A PROCLAMATION DECLARING JUNE 2021 AS HAYS COUNTY MONTH LONG CELEBRATION OF JUNETEENTH.

Commissioner Ingalsbe thanked everyone involved in planning the Juneteenth celebration and events. Vanessa Westbrook, Hays County Historical Commission, announced to the court the schedule for the upcoming events. Teresa Carbajal – Ravet, President of the Hays County League of Women Voters, announced that the league is a supporter of this proclamation. Commissioner Smith stated he appreciated that the proclamation included reference to Reverend Al Edwards. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a proclamation declaring June 2021 as Hays County Month Long Celebration of Juneteenth. All present voted "Aye." MOTION PASSED.**

PRESENTATION ON THE TEXAS 4H ACCOMPLISHMENTS OVER THE PAST YEAR AND HIGHLIGHTS FROM 4H PROGRAMS.

Jason Mangold, County Extension Agent, spoke about the effects of the pandemic to the 4H clubs and members. Kate Blankenship, County Extension Agent, stated the 4H members still conducted community services during the pandemic such as DIY videos and providing masks. Ty Dahlstrom, Grace Vasicek, and Arielle Wortham, scholarship recipients spoke to the court to thank them for their support for 4H. No action was taken.

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

Mike Jones, Director of Emergency Services, announced that vaccines are available in almost every pharmacy in Hays County. He announced the number of positive cases has gone down. He noted there are additional clinic openings this week. He stated the Texas National Guard will be assisting with the clinics. No appointment is necessary. No action was taken.

Clerk's Note: Judge Becerra called for a break that began at 11:03 a.m. and resumed back into open court at 11:13 a.m.

36432 APPROVE PAYMENTS OF COUNTY INVOICES.

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

36433 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

36434 APPROVE COMMISSIONERS COURT MINUTES OF MAY 18, 2021.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve Commissioners Court Minutes of May 18, 2021. All present voted "Aye." MOTION PASSED.

36435 APPROVE THE PAYMENT OF THE JUNE 15, 2021 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED $3,100,000.00 EFFECTIVE JUNE 15, 2021 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the payment of the June 15, 2021 payroll disbursements in an amount not to exceed $3,100,000.00 effective June 15, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

36436 AUTHORIZE THE JAIL TO UTILIZE SAVINGS WITHIN THE OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION, CORONAVIRUS GRANT FOR A UVC LIGHT AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Jail to utilize savings within the Office of the Governor Criminal Justice Division, Coronavirus Grant for a UVC Light and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36437 AUTHORIZE THE HAYS COUNTY CRIMINAL DISTRICT ATTORNEY TO PURCHASE ONE (1) REPLACEMENT DELL LAPTOP WITH ACCESSORIES VALUED AT $1,414.13 AND FOUR (4) OPTIPLEX COMPUTERS VALUED AT $4,241.28 AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Hays County Criminal District Attorney to purchase one (1) replacement Dell Laptop with accessories valued at $1,414.13 and four (4) OptiPlex computers valued at $4,241.28 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36438 AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION TO THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE ASSISTANCE, PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP (BVP) TO PURCHASE BULLETPROOF VESTS FOR COUNTY LAW ENFORCEMENT OFFICERS IN THE AMOUNT OF $28,655.64.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the submission of a grant application to the Department of Justice, Office of Justice Assistance, Patrick Leahy Bulletproof Vest Partnership (BVP) to purchase bulletproof vests for County law enforcement officers in the amount of $28,655.64. All present voted "Aye." MOTION PASSED.

36439 AUTHORIZE THE ACCEPTANCE OF A GRANT RENEWAL AWARD FROM THE TEXAS VETERANS COMMISSION (TVC) FOR FUNDING OF THE HAYS COUNTY VETERANS SERVICES - VETERANS TREATMENT COURT IN THE AMOUNT OF $300,000.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the acceptance of a grant renewal award from the Texas Veterans Commission (TVC) for funding of the Hays County Veterans Services - Veterans Treatment Court in the amount of $300,000. All present voted "Aye." MOTION PASSED.

36440 AUTHORIZE THE ACCEPTANCE OF THE HAYS COUNTY ASSISTANCE TO VETERANS GRANT RENEWAL AWARD IN THE AMOUNT OF $100,000 FROM THE TEXAS VETERANS COMMISSION (TVC) FOR THE VETERANS COUNTY SERVICE OFFICER (VCSO).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the acceptance of the Hays County Assistance to Veterans grant renewal award in the amount of $100,000 from the Texas Veterans Commission (TVC) for the Veterans County Service Officer (VCSO). All present voted "Aye." MOTION PASSED.

36441 APPROVE THE CANCELLATION OF THE HAYS COUNTY COMMISSIONERS COURT ON THE FOLLOWING DATES IN 2021: JUNE 8, JULY 6, JULY 20, AUGUST 3, AUGUST 31, SEPTEMBER 14, SEPTEMBER 28, OCTOBER 26, NOVEMBER 16 AND DECEMBER 14.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the cancellation of the Hays County Commissioners Court on the following dates in 2021: June 8, July 6, July 20, August 3, August 31, September 14, September 28, October 26, November 16 and December 14. All present voted "Aye." MOTION PASSED.

36442 APPROVE UTILITY PERMITS.

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

36443 ACCEPT THE FISCAL YEAR 2020 HAYS COUNTY EMERGENCY SERVICES DISTRICT #2 AUDIT REPORT PER TEXAS HEALTH AND SAFETY CODE 775.082.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to accept the Fiscal Year 2020 Hays County Emergency Services District #2 Audit Report per Texas Health and Safety Code 775.082. All present voted "Aye." MOTION PASSED.

36444 AUTHORIZE THE EXECUTION OF A RESOLUTION AND SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE TRANSPORTATION ALTERNATIVE SET-ASIDE (TA) PROGRAM FOR THE HAYS COUNTY FM 2325 SIDEWALK PROJECT.

Dan Lyon made a public comment against this item. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the execution of a Resolution and submission of a grant application to the Texas Department of Transportation (TxDOT) for the Transportation Alternative Set-Aside (TA) Program for the Hays County FM 2325 Sidewalk project. All present voted "Aye." MOTION PASSED.**

36445 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR TWO BASEBALL FIELDS WITH A FACILITY BUILDING AT 1740 SPORTS PARK RD, DRIPPING SPRINGS, TEXAS 78620.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize On-Site Sewage Facility Permit for two baseball fields with a facility building at 1740 Sports Park Rd, Dripping Springs, Texas 78620. All present voted "Aye." MOTION PASSED.

36446 AUTHORIZE THE COUNTY JUDGE TO ACCEPT THE ANNUAL 2020 WILDLIFE MANAGEMENT ACTIVITIES REPORT FOR THE GAY RUBY DAHLSTROM NATURE PRESERVE.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the County Judge to accept the Annual 2020 Wildlife Management Activities Report for the Gay Ruby Dahlstrom Nature Preserve. All present voted "Aye." MOTION PASSED.

36447 RATIFY THE ACCEPTANCE OF LAW ENFORCEMENT AND JANITORIAL SUPPLIES, VALUED AT $355.39 FROM BOB BARKER AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to ratify the acceptance of law enforcement and janitorial supplies, valued at $355.39 from Bob Barker and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36448 RATIFY THE ACCEPTANCE OF A $355.00 DONATION TO THE SHERIFF'S OFFICE CRIME VICTIM'S ASSISTANCE PROGRAM AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to ratify the acceptance of a $355.00 donation to the Sheriff's Office Crime Victim's Assistance program and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36449 AUTHORIZE PAYMENT TO LOWER COLORADO RIVER AUTHORITY OF $572.00 FOR RADIO CABLES WHERE NO PURCHASE ORDER WAS IN PLACE AS PER THE COUNTY POLICY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize payment to Lower Colorado River Authority of $572.00 for radio cables where no purchase order was in place as per the County Policy. All present voted "Aye." MOTION PASSED.

36450 AUTHORIZE THE SELECTION OF WSB AND ASSOCIATES TO PERFORM ROUTE STUDIES IN RELATION TO VARIOUS PROPOSED TRANSPORTATION PLAN FACILITIES AND AUTHORIZE STAFF TO NEGOTIATE A CONTRACT.

Commissioner Jones stated due to the growth in the precinct this is a plan for future roads. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to Authorize the selection of WSB and Associates to perform route studies in relation to various proposed Transportation Plan facilities and authorize staff to negotiate a contract. All present voted "Aye." MOTION PASSED.**

36451 AUTHORIZE THE JAIL TO ADD A TELEPHONE ALLOWANCE FOR THE INMATE PROGRAM DIRECTOR, SLOT 0468-001 EFFECTIVE JUNE 1, 2021.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the Jail to add a telephone allowance for the Inmate Program Director, slot 0468-001 effective June 1, 2021.All present voted "Aye." MOTION PASSED.

36452 APPROVE OUT OF STATE TRAVEL, UTILIZING THE SHERIFF'S OFFICE CONTINUING EDUCATION FUNDS, FOR CRIMINAL INVESTIGATIONS DIVISION LIEUTENANT MICHAEL BRIGGS TO ATTEND THE NATIONAL HOMELAND SECURITY CONFERENCE ON AUGUST 30-SEPTEMBER 2, 2021 IN LAS VEGAS, NEVADA.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve out of state travel, utilizing the Sheriff's Office Continuing Education Funds, for Criminal Investigations Division Lieutenant Michael Briggs to attend the National Homeland Security Conference on August 30-September 2, 2021 in Las Vegas, Nevada. All present voted "Aye." MOTION PASSED.

36453 APPROVE OUT OF STATE TRAVEL, UTILIZING THE SHERIFF'S OFFICE CONTINUING EDUCATION FUNDS, FOR EMERGENCY COMMUNICATIONS OFFICER DENISE LEWIS TO ATTEND THE NAVIGATOR CONFERENCE ON JULY 13-15, 2021 IN LAS VEGAS, NEVADA.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve out of state travel, utilizing the Sheriff's Office Continuing Education Funds, for Emergency Communications Officer Denise Lewis to attend the Navigator Conference on July 13-15, 2021 in Las Vegas, Nevada. All present voted "Aye." MOTION PASSED.

36454 AUTHORIZE THE HAYS COUNTY CONSTABLE, PCT. 4 OFFICE TO ENTER INTO A STATE PLAN OF OPERATION AGREEMENT WITH THE STATE OF TEXAS TO RECEIVE CERTAIN EXCESS DEPARTMENT OF DEFENSE (DOD) PROPERTY UNDER THE LAW ENFORCEMENT SUPPORT OFFICE (1033/LESO) PROGRAM ADMINISTERED BY THE DEFENSE LOGISTICS AGENCY (DLA).

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Hays County Constable, Pct. 4 Office to enter into a State Plan of Operation Agreement with the State of Texas to receive certain excess Department of Defense (DOD) property under the Law Enforcement Support Office (1033/LESO) Program administered by the Defense Logistics Agency (DLA). All present voted "Aye." MOTION PASSED.

36455 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR THE RELOCATION OF A DRAIN FIELD FOR AN OFFICE AND SELF-STORAGE UNITS AT 5500 W. US 290, DRIPPING SPRINGS, TEXAS 78620.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize On-Site Sewage Facility Permit for the relocation of a drain field for an office and self-storage units at 5500 W. US 290, Dripping Springs, Texas 78620. All present voted "Aye." MOTION PASSED.

36456 AUTHORIZE THE HAYS COUNTY SHERIFF'S OFFICE TO ENTER INTO A STATE PLAN OF OPERATION AGREEMENT WITH THE STATE OF TEXAS TO RECEIVE CERTAIN EXCESS DEPARTMENT OF DEFENSE (DOD) PROPERTY UNDER THE LAW ENFORCEMENT SUPPORT OFFICE (1033/LESO) PROGRAM ADMINISTERED BY THE DEFENSE LOGISTICS AGENCY (DLA).

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Hays County Sheriff's Office to enter into a State Plan of Operation Agreement with the State of Texas to receive certain excess Department of Defense (DOD) property under the Law Enforcement Support Office (1033/LESO) Program administered by the Defense Logistics Agency (DLA). All present voted "Aye." MOTION PASSED.

36457 AUTHORIZE THE JUSTICE OF THE PEACE PCT. 4 OFFICE TO PURCHASE ONE REPLACEMENT OPTIPLEX 7090 DESKTOP COMPUTER VALUED AT $1,060.32 UTILIZING THE JUSTICE COURT TECHNOLOGY FUND AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the Justice of the Peace Pct. 4 Office to purchase one replacement OptiPlex 7090 Desktop Computer valued at $1,060.32 utilizing the Justice Court Technology Fund and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36458 AUTHORIZE THE OFFICE OF EMERGENCY SERVICES TO ACCEPT A PROPOSAL FROM WATER & EARTH TECHNOLOGIES, INC. (WET) RELATED TO DAM REPAIRS AT SITE SCSS IN SAN MARCOS AND AUTHORIZE A DISCRETIONARY EXEMPTION PER LOCAL GOVERNMENT CODE 262.024(A)(7).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the Office of Emergency Services to accept a Proposal from Water & Earth Technologies, Inc. (WET) related to Dam repairs at site SCSS in San Marcos and authorize a discretionary exemption per Local Government Code 262.024(a)(7). All present voted "Aye." MOTION PASSED.

36459 AUTHORIZE THE LOCAL HEALTH DEPARTMENT TO UTILIZE TRAVEL & TRAINING SAVINGS FOR ADDITIONAL OFFICE AND DATA PROCESSING SUPPLIES AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the Local Health Department to utilize travel & training savings for additional office and data processing supplies and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36460 RECEIVE ANNUAL ROAD REPORTS FOR EACH PRECINCT AS REQUIRED BY THE TEXAS TRANSPORTATION CODE SECT 251.005.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to Receive Annual Road Reports for each Precinct as required by the Texas Transportation Code Sect 251.005. All present voted "Aye." MOTION PASSED.

36461 AUTHORIZE THE ACCEPTANCE OF A PROPOSAL FROM DAVID SULLIVAN TO INSTALL DATA DROPS WITHIN THE CONSTABLE PRECINCT 4 OFFICES AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Smith stated these are the data drops for the new Deputy Constable. He stated this was paid for in the last budget. **A motion was made by Commissioner Smith seconded by Commissioner Shell to authorize the acceptance of a Proposal from David Sullivan to install data drops within the Constable Precinct 4 Offices and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

36462 AUTHORIZE THE INFORMATION TECHNOLOGY DEPARTMENT TO UTILIZE CONTINUING EDUCATION FUNDS FOR ADDITIONAL DATA SUPPLIES AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the Information Technology Department to utilize continuing education funds for additional data supplies and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36463 ACCEPT GRANTS & CONTRIBUTIONS TOTALING $12,000 ON BEHALF OF THE HAYS COUNTY CHILD PROTECTIVE BOARD AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to accept grants & contributions totaling $12,000 on behalf of the Hays County Child Protective Board and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36464 CALL FOR A PUBLIC HEARING ON JUNE 15, 2021 TO ESTABLISH A "NO PARKING" ZONE IN FRONT OF THE PARK GATE & DRIVEWAY ON EDGEWATER DRIVE ALONG THE BLANCO RIVER.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to call for a public hearing on June 15, 2021 to establish a "No Parking" zone in front of the park gate & driveway on Edgewater Drive along the Blanco River. All present voted "Aye." MOTION PASSED.

36465 HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO ESTABLISH A "NO DUMPING" ZONE ALONG BOTH SIDES OF ELM GROVE LANE BETWEEN FM 1626 AND THE CUL-DE-SAC.

Judge Becerra opened the public hearing at 12:02 p.m. No comments were made. Judge Becerra closed the public hearing at 12:02 p.m. Commissioner Jones stated this is a road that has become a popular dumping site. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to hold a public hearing with possible action to establish a "No Dumping" zone along both sides of Elm Grove Lane between FM 1626 and the cul-de-sac. All present voted "Aye." MOTION PASSED.**

36466 ACCEPT THE ROAD CONSTRUCTION & DRAINAGE IMPROVEMENTS, RELEASE OF THE CONSTRUCTION BOND #70NGP184872 IN THE AMOUNT OF $3,026,133.00, ACCEPT THE 2-YEAR MAINTENANCE BOND #135515C IN THE AMOUNT OF $284,666.74, AND ACCEPT THE 5-YEAR PAVEMENT MAINTENANCE BOND #30114353 IN THE AMOUNT OF $23,492.81 FOR HYMEADOW SUBD., PHASE 1, SECTION 2.

Commissioner Ingalsbe stated there is staff recommendation. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept the road construction & drainage improvements, release of the construction bond #70NGP184872 in the amount of $3,026,133.00, accept the 2-year maintenance bond #135515C in the amount of $284,666.74, and accept the 5-year pavement maintenance bond #30114353 in the amount of $23,492.81 for Hymeadow Subd., Phase 1, Section 2. All present voted "Aye." MOTION PASSED.**

36467 ACCEPT THE ROAD CONSTRUCTION & DRAINAGE IMPROVEMENTS, RELEASE OF THE SUBDIVISION BOND #7901052373 IN THE AMOUNT OF $724,309.50, ACCEPT THE 2-YEAR MAINTENANCE BOND #135518C IN THE AMOUNT OF $89,741.66, AND ACCEPT THE 5-YEAR PAVEMENT MAINTENANCE BOND #30114350 IN THE AMOUNT OF $14,379.44 FOR TRAILS AT WINDY HILL SUBD., PHASE 3.

Commissioner Jones stated there is staff recommendation. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the road construction & drainage improvements, release of the subdivision bond #7901052373 in the amount of $724,309.50, accept the 2-year maintenance bond #135518C in the amount of $89,741.66, and accept the 5-year pavement maintenance bond #30114350 in the amount of $14,379.44 for Trails at Windy Hill Subd., Phase 3. present voted "Aye." MOTION PASSED.**

36468 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CONTRACT AMENDMENT NO. 2 IN THE AMOUNT OF $32,000 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND DOUCET & ASSOCIATES, INC. FOR THE DARDEN HILL ROAD (FM1826 TO SAWYER RANCH ROAD) PROJECT AS PART OF THE HAYS COUNTY ROAD BOND PROGRAM AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CH. 262.024(A)(4).

Commissioner Smith stated there is a new school at Sawyer Ranch and Darden Hill, therefore the contract needed to be modified to include phasing of the project. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute Contract Amendment No. 2 in the amount of $32,000 to the Professional Services Agreement between Hays County and Doucet & Associates, Inc. for the Darden Hill Road (FM1826 to Sawyer Ranch Road) project as part of the Hays County Road Bond Program and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). All present voted "Aye." MOTION PASSED.**

36469 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER NO. 2 IN THE AMOUNT OF $27,000 FOR THE PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND PAPE-DAWSON ENGINEERS, INC. RELATED TO THE FISCHER STORE ROAD SAFETY IMPROVEMENTS PROJECT AS PART OF THE HAYS COUNTY ROAD BOND PROGRAM AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CH. 262.024(A)(4).

Commissioner Shell stated this project is close to final review and that this item is necessary because of comments by TXDOT. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Change Order No. 2 in the amount of $27,000 for the Professional Services Agreement between Hays County and Pape-Dawson Engineers, Inc. related to the Fischer Store Road Safety Improvements project as part of the Hays County Road Bond Program and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). All present voted "Aye." MOTION PASSED.**

36470 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND COBB, FENDLEY & ASSOCIATES, INC. TO PROVIDE RIGHT-OF-WAY ACQUISITION SERVICES FOR THE RM 3237 SAFETY IMPROVEMENTS PROJECT AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.024(A)(4) AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Shell stated this is the contract that has been brought back for approval by the court. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the County Judge to execute a Professional Services Agreement between Hays County and Cobb, Fendley & Associates, Inc. to provide right-of-way acquisition services for the RM 3237 Safety Improvements project and authorize a discretionary exemption pursuant to Texas Local Government Code Section 262.024(a)(4) and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

36471 CALL FOR A PUBLIC HEARING ON JUNE 15, 2021 TO ESTABLISH A "NO PARKING" ZONE ON SUNRISE DRIVE IN THE WESTERN ROW NORTH OF SUNRISE CIRCLE.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to call for a public hearing on June 15, 2021 to establish a "No Parking" zone on Sunrise Drive in the western ROW north of Sunrise Circle. All present voted "Aye." MOTION PASSED.

36472 GRANT A VARIANCE FROM CHAPTER 721.5.05 (B) OF THE HAYS COUNTY DEVELOPMENT REGULATIONS; PLN-1649-NP; SUNFIELD LIGHT INDUSTRIAL, PRELIMINARY PLAN.

Commissioner Jones stated this is needed to have a flag lot due to the detention the City of Buda is requiring. Colby Machacek, County Planner of Development Services, stated the Sunfield Light Industrial, Preliminary Plan is a 6-lot subdivision. Water utility service will be provided by Goforth Special Utility District and Wastewater treatment will be provided by Sunfield Municipal Utility District #1. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to grant a variance from Chapter 721.5.05 (B) of the Hays County Development Regulations; PLN-1649-NP; Sunfield Light Industrial, Preliminary Plan. All present voted "Aye." MOTION PASSED.**

36473 APPROVE FINAL PLAT AND ACCEPT FISCAL SURETY FOR STREET AND DRAINAGE IMPROVEMENTS. SUB-1219; ANTHEM, PHASE 1B SUBDIVISION (34 LOTS).

Commissioner Jones stated this item is going to cost less than the original amount. Marcus Pacheco, Director of Development Services, stated the overall land development has been reduced. He noted there will be more Anthem Developments brought to court. **A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve final plat and accept fiscal surety for street and drainage improvements. SUB-1219; Anthem, Phase 1B Subdivision (34 Lots). All present voted "Aye." MOTION PASSED.**

36474 GRANT A VARIANCE REQUEST FROM OUR HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES AND APPROVAL OF THE FINAL PLAT; PLN-1619-PN; PRICE ADDITION, PHASE 2, LOTS 1 AND 2, REPLAT. HOLD A PUBLIC HEARING.

Judge Becerra opened a public hearing at 11:16a.m. No comments were made. Judge Becerra closed the public hearing at 11:16 a.m. Colby Machacek, County Planner of Development Services, gave the court an explanation regarding the variance request to upgrade of the sewage system and drainage. Discussion was had regarding the environmental requirements and the needs of the growing business. **A motion was made by Commissioner Shell, seconded by Judge Becerra to grant a variance request from our Hays County Rules for On-Site Sewage Facilities and approval of the final plat; PLN-1619-PN; Price Addition, Phase 2, Lots 1 and 2, Replat. Hold a Public Hearing. All present voted "Aye." MOTION PASSED.**

36475 REJECT ALL PROPOSALS RELATED TO RFP 2021-P02 EMERGENCY RENTAL ASSISTANCE PROGRAM - ADMINISTRATIVE SERVICES.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to reject all proposals related to RFP 2021-P02 Emergency Rental Assistance Program - Administrative Services. All present voted "Aye." MOTION PASSED.

36476 ACCEPT THE RESIGNATION OF JAVIER MALDONADO EFFECTIVE AS OF JULY 30TH, 2021; AND TO DISCUSS THE PROCESS OF CHOOSING A NEW CHAPLAIN AND THE POLICY AND PROCEDURES REGARDING INVOCATIONS TO BE HELD IN THE HAYS COUNTY COMMISSIONERS COURTROOM, ADOPTED ON OR ABOUT OCTOBER 16, 2012.

Judge Becerra stated this is typically an item that is usually managed by the Judge's office. Mark Kennedy, General Counsel, stated this policy was created to have a Chaplin that would reach out to the community and create a schedule of differing candidates to provide prayer to the court. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept the resignation of Javier Maldonado effective as of July 30th, 2021; and to discuss the process of choosing a new chaplain and the Policy and Procedures Regarding Invocations to be Held in the Hays County Commissioners Courtroom, adopted on or about October 16, 2012. All present voted "Aye." MOTION PASSED.**

36477 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS RELATED TO THE CAPE'S DAM COMPLEX.

Commissioner Ingalsbe stated this is an interlocal agreement between the City of San Marcos and Hays County. She stated due diligence will be done in the decision making or keeping or removing the Capes Dam. Mark Kennedy, General counsel, explained some of the terms of the agreement. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute an Interlocal Agreement and Memorandum of Understanding between Hays County and the City of San Marcos related to the Cape's Dam Complex. All present voted "Aye." MOTION PASSED.**

36478 CONVERT TEN (10) BUDGETED POSITIONS WITHIN THE SHERIFF'S OFFICE TO CIVILIAN CADET POSITIONS EFFECTIVE AUGUST 23, 2021 TO MARCH 24, 2022 FOR THE UPCOMING HAYS COUNTY SHERIFF'S OFFICE BASIC PEACE OFFICER TRAINING ACADEMY.

Captain Mark Cumberland, Hays County Sheriff's Office, stated the public can attend the academy and then continue to their career with the Sheriff's office. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to convert ten (10) budgeted positions within the Sheriff's office to Civilian Cadet positions effective August 23, 2021 to March 24, 2022 for the upcoming Hays County Sheriff's Office Basic Peace Officer Training Academy. All present voted "Aye." MOTION PASSED.**

36479 AUTHORIZE ADDITIONAL HOURS FOR THE HUMAN RESOURCES PART-TIME COMMUNICATIONS INTERN POSITION EFFECTIVE JUNE 1 THROUGH SEPTEMBER 30, 2021 AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Smith stated this is a readdressing of issue from a few weeks ago. Shari Miller, Human Resources Director, stated this is a continuance of a current intern. They are asking for the continuation and funds would come from General Counsel's budget. Kim Hilsenbeck, Communication Director, spoke to the court regarding the workload for the part-time intern. **A motion was made by Commissioner Smith, seconded by Commissioner Jones to authorize additional hours for the Human Resources Part-time Communications Intern position effective June 1 through September 30, 2021 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

36480 AUTHORIZE THE HUMAN RESOURCES OFFICE TO ACCEPT A PROPOSAL FROM SHI GOVERNMENT SOLUTIONS FOR THE NEOGOV INSIGHT ENTERPRISE APPLICANT TRACKING PLATFORM AND AMEND THE BUDGET ACCORDINGLY.

Shari Miller, Human Resources Director, stated the Human Resources department manually enters many of the job postings. The NeoGov system is not just a job posting platform, although is it the primary purpose but it also stores job descriptions which helps when conducting salary or market analysis. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Human Resources Office to accept a proposal from SHI Government Solutions for the NeoGov Insight Enterprise Applicant Tracking platform and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

DISCUSSION AND POSSIBLE ACTION TO FORM A CITIZENS ADVISORY COMMISSION ON REDISTRICTING.

Rodrigo Amaya made a public comment against this item. Shannon Fitzpatrick made a public comment regarding a fair and inclusive commission. Dr. Linda Calvert made a public comment regarding the commission having both chairs of political parties. She called for a bipartisan committee. Discussion was had regarding the types of candidates the court would like to appoint to the commission. No action was taken.

36481 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 AT THE INTERSECTION OF US290 AND MARTIN ROAD IN PCT 4. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Smith, seconded by Commissioner Jones to authorize execution of Possession in Use Agreement between Hays County and Daniel and Estella Garcia related to the Possession in Use and eventual acquisition of approximately 0.099 acres of right of way and 0.093 acres of permanent construction easement at the intersection of US Hwy 290 and Martin Rd. in Dripping Springs as presented in Executive Session. All present voted "Aye." MOTION PASSED.

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 DACY LANE IN PCT 2. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.

No action was taken.

36482 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 FM 621 IN PCT 1. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Purchase and Sale Agreement between Hays County and the Estate of Mary Jackson Davis Alexander, related to the acquisition of 1.388 acres of Right of Way along FM 621 in Precinct 1, as presented in Executive Session. All present voted "Aye." MOTION PASSED.

36483 EXECUTIVE SESSION PURSUANT TO SECTION 551.074 OF THE TEXAS GOVERNMENT CODE, DELIBERATION REGARDING THE APPOINTMENT OF A CANDIDATE TO FILL THE VACANCY OF COUNTY COURT AT LAW #3 JUDGE UNTIL THE NEXT GENERAL ELECTION. FURTHER DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

Shannon Fitzpatrick made a public comment regarding Judge Linda Rodriguez. The Commissioners thanked all the applicants for their submissions. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to appoint Daniel O'Brian to the position of County Court at Law #3. Commissioner Jones, Commissioner Shell, and Commissioner Smith voted "Aye." Commissioner Ingalsbe and Judge Becerra voted "No." MOTION PASSED.**

EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND THE AUDITOR'S OFFICE RELATED TO THE U.S. DEPARTMENT OF TREASURY FUNDS PURSUANT TO SECTION 501 (A) OF DIVISION N OF THE CONSOLIDATED APPROPRIATIONS ACT AND THE COVID-19 LOCAL DISASTER DECLARATION. POSSIBLE DISCUSSION AND/OR ACTION TO FOLLOW IN OPEN COURT.

No action was taken.

36484 EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE, CONSULTATION WITH COUNSEL REGARDING CLAIMS FOR WORK PERFORMED ON COUNTY-OWNED FACILITIES.

Mark Kennedy, General Counsel, stated this item includes consultation with counsel and relates to a contract. He announced that a motion and action of court would need to be made by the court. After Executive Session Mark Kennedy clarified the motion made by Commissioner Ingalsbe was made under Texas Government Code 551.0725. He stated there was no reliance of the 551.0725 government code since this posting was specifically for 551.071. He stated no action on that item. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones regarding a contract between Hays County and Hudson Gallagher Inc. for architectural services as we negotiate interpretation of that contract, move that discussions for that agreement with our General Counsel if held in open court would be detrimental to Hays County's position as a party to that contract. All present voted "Aye." MOTION PASSED.**

Clerk's Note Agenda Item #61 RE: *DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION.* **WAS PULLED.**

DISCUSSION RELATED TO THE HAYS COUNTY INMATE POPULATION, TO INCLUDE CURRENT POPULATION COUNTS AND COSTS.

Judge Becerra read the Sheriff's update of the inmate population. The estimated cost for outsourcing was $46,215.00. The number of arrests made by agency are as follows; Buda Police Department - 7, Department of Public Safety - 1, Hays County Sheriff's Department - 70, this includes court ordered commitments, warrant pick-ups from all agencies, and self-surrender warrants from all agencies, Constable Precinct 1 – 2, San Marcos Police Department - 42, Texas State Police Department - 2. No action was taken.

Clerk's Note Agenda Item #63 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 #64 RE: *DISCUSSION AND POSSIBLE ACTION RELATED TO PROPOSED BILLS IN THE 87TH REGULAR SESSION OF THE TEXAS LEGISLATURE AND TO CONSIDER ADOPTION OF RESOLUTION(S) REGARDING PROPOSED BILLS. THE COURT MAY OPT TO WITHDRAW TO EXECUTIVE SESSION DURING THIS ITEM TO CONSULT WITH LEGAL COUNSEL PURSUANT TO TEXAS GOVERNMENT CODE 551.071.* **WAS PULLED.**

ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Judge Becerra to adjourn court at 2:30 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 June 1, 2021.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

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 official bond of the newly-appointed Hays County Court at Law #3 Judge, Daniel O'Brien.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	

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

On or about June 1, 2021, the Hays County Commissioners Court appointed Daniel O'Brien to the position of Hays County Judge #3.

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 of $962.50 to AMG for the Election's Office related to previous election expenses in which no purchase order was issued as required per County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	962.50

LINE ITEM NUMBER

001-655-00.5461

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jennifer Anderson	SMITH	N/A

SUMMARY

The Election's Office secured printing services for AMG Printing in which no purchase order was obtained per County Purchasing Policy. Funds are budgeted in the Elections operating budget for this expense.

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 appointment of Jim Hollis to the Board of Emergency Services District #8 to replace Mitch Johnson on Emergency Services District #8, for a term ending December 31, 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mark Jones	JONES	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

Authorize payment to Kone for Government Center elevator repairs in the amount of $574.15 in which no purchase order was issued as required per the Hays County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	$574.15

LINE ITEM NUMBER

001-695-00.5451

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Building Maintenance Department called out Kone to perform work on a Government Center elevator and failed to obtain a purchase order as required per County purchasing policy.

Attachment:
Kone Invoice

KONE

One KONE Court
Moline, IL 61265
Please do not send payments to this address

Repair Invoice

Invoice Date: 12/10/2020
Invoice Number: 1158079730
Contract Number: 41415066
Purchase Order: None

Customer Number: 13167696

HAYS COUNTY GOVERNMENT CENTER
712 S STAGECOACH TRL STE 1204
SAN MARCOS TX 78666

Customer Billing Address:

HAYS COUNTY GOVERNMENT CENTER
712 S STAGECOACH TRL STE 1204
SAN MARCOS TX 78666

Your invoicing email: othon.aguirre@co.hays.tx.us

Junior Aguirre called on 11/23/2020 at 8:26 AM regarding 1 PASSENGER ELEVATOR. When we arrived at 8:35 AM the unit was running with no fault found. We checked the operation of the control system. Upon leaving at 9:05 AM we left the elevator in service. The problem was determined to be the result of a building security system malfunction.

Equipment: #1 PASSENGER ELEVATOR
Equipment No: 20316744
Equipment Address: HAYS COUNTY GOVERNMENT CENTER
712 SOUTH STAGECOACH TRL
SAN MARCOS TX 78666

Service Order: 9AUS14179442
Completion Date: 11/23/2020

	Net Value	Total
LABOR	$ 551.37	$ 551.37
EXPENSE	$ 22.78	$ 22.78
Total		**$ 574.15**

Thank you for your business.

[redacted] https://kone.billtrust.com
RVV ZPM TSK

Payment Terms: Net 30 Please Pay Before: 01/09/2021 Late Payment Interest: 1.5%

Payment Options - please reference this invoice number

ACH
Bank Name: CitiBank
ABA Routing: 021000089
Account Number: 30915201
Account Name: KONE Inc.

Make Payments Online

Mail Check
KONE PASADENA
P.O. BOX 102425
PASADENA, CA 91189-2425

KONE AUSTIN U510
2101 EAST ST ELMO BLDG 3 STE 315
AUSTIN, TX 78744
Please do not send payments to this address

Telephone: +1 512-443-0967
www.KONE.us

KONE Inc. TAX ID 36-2357423

Invoice Number: 1158079730

Questions about your invoice? Please contact your local office.

KONE AUSTIN U510
+1 512-443-0967

KONE e-portal is now available to view KONE invoices online.
To enroll, simply send an email to Go.Paperless@KONE.com and please include your invoice, customer or contract number. The KONE team will send you everything you need to get started.

For help or questions about KONE eInvoice, you may also email Billing.Questions@KONE.com or call +1 888-705-3612.

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 Fred Pryor Seminars in the amount of $796.00 for four renewal subscriptions of Pryor+ for Human Resources Department employees in which no purchase order was issued as required per the County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	$796.00

LINE ITEM NUMBER

001-677-00.5551

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Miller	INGALSBE	N/A

SUMMARY

The Human Resources Department requested renewal of four Pryor+ subscriptions from the Fred Pryor representative via email. The invoice arrived and included all four subscriptions on one invoice. A purchase order was not initiated or obtained prior to receiving the invoice per county policy. Funds are available within the department's operating budget to cover this purchase.

Attachment: Fred Pryor Seminars Invoice #272374

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept the Fiscal Year 2020 Hays County Emergency Services District #5 Audit Report per Texas Health and Safety Code 775.082.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	JONES	INGALSBE

SUMMARY

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report is attached and was received in the Auditor's Office on May 27, 2021.

Hays County Emergency Services District No. 5

Communication to the Board
September 30, 2020

JANSEN AND GREGORCZYK

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

April 13, 2021

To the Board of Commissioners
Hays County Emergency Services District #5

We have audited the financial statements of Hays County ESD #5 ("The District") for the year ended September 30, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated December 15, 2020. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. The District implemented GASB 68 for pension plans. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most significant of these were depreciation and related accumulated depreciation and the recording of transfer of ownership transactions.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole. A copy of all adjustments are included as an attachment to this letter.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 13, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We recommend that the budget be amended when large negative variances are noted on income and expenses.

This information is intended solely for the use of the Board of Commissioners of The District and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Jansen and Gregorczyk

Jansen and Gregorczyk

Hays County Emergency Services District No. 5

Journal

September 30, 2020

MEMO/DESCRIPTION	ACCOUNT	DEBIT	CREDIT
Reclass prin payment	Station #1 Southside Bank Refi	$192,969.58	
Reclass prin payment	06-600 - Capital & Loan Expend:06-603 - Station 21		$192,969.58
		$192,969.58	**$192,969.58**
Reclass prin payment	Broadway - Mt City Drive Bldg	$65,992.87	
Reclass prin payment	06-600 - Capital & Loan Expend:06-604 - Station 23		$65,992.87
		$65,992.87	**$65,992.87**
Reclass prin pymt	Broadway - Truck and Eqpt	$68,030.19	
Reclass prin pymt	06-600 - Capital & Loan Expend:06-607 - Engine 23		$68,030.19
		$68,030.19	**$68,030.19**
Reclass prin pymt	Broadway Bank - New Engine	$69,277.98	
Reclass prin pymt	06-600 - Capital & Loan Expend:06-606 - Engine 22		$69,277.98
		$69,277.98	**$69,277.98**
Reclass prin pymt	Broadway Bank - Q21 Pierce	$72,934.46	
Reclass prin pymt	06-600 - Capital & Loan Expend:06-608 - Quint 21		$72,934.46
		$72,934.46	**$72,934.46**
W/O	Accounts Receivable:A/R - Hope & Love 4 Kids	$800.00	
W/O	Inspections Income		$800.00
		$800.00	**$800.00**
To record net accrual of iterest exp	06-600 - Capital & Loan Expend		$2,971.00
To record net accrual of iterest exp	accrued Interest Expense	$2,971.00	
		$2,971.00	**$2,971.00**
To adjust C/M to actual	Current Portion - Notes Payable		$12,208.00
To adjust C/M to actual	Less:Current Portion of N/P	$12,208.00	
		$12,208.00	**$12,208.00**
To record net accrual on deferred	Tax Revenue - Uncollected	$26,223.00	
To record net accrual on deferred	Ad Valorem Tax Revenues		$26,223.00
		$26,223.00	**$26,223.00**
Reclass prepaid insurance	01-150 - Personnel:01-163 - Insurance/Workers' Comp		$23,419.77
Reclass prepaid insurance	Prepaid Expense	$23,419.77	
		$23,419.77	**$23,419.77**
To reverse p/y accrual for Safer Grants	SAFER Grant	$54,884.48	
To reverse p/y accrual for Safer Grants	Accounts Receivable:A/R - SAFER II Grant		$54,884.48
		$54,884.48	**$54,884.48**

Hays County Emergency Services District No. 5

Journal

September 30, 2020

MEMO/DESCRIPTION	ACCOUNT	DEBIT	CREDIT
Reclass purchase of Washer Dryer unit for PPE	Fixed Assets - Equipment	$21,072.60	
Reclass purchase of Washer Dryer unit for PPE	07-700 - Capital Expenditures:07-733 - PPE Washer/Dryer		$21,072.60
		$21,072.60	**$21,072.60**
To record annual depr	Depreciation Expense	$394,642.00	
To record annual depr	Fixed Assets - Accum. Deprc.		$394,642.00
		$394,642.00	**$394,642.00**
To record net accrual for PTO	Employee Benefits Expense	$66,309.00	
To record net accrual for PTO	Accrued Compensated Absences		$66,309.00
		$66,309.00	**$66,309.00**
To record pension entries to agree with GASB 68 report	Deferred Outflows:Diff Actual		$19,385.00
To record pension entries to agree with GASB 68 report	Deferred Outflows:Diff Projected		$55,797.00
To record pension entries to agree with GASB 68 report	Deferred Outflows:Contributions	$36,683.00	
To record pension entries to agree with GASB 68 report	Deferred Outflows:Changes in Assumptions		$78.00
To record pension entries to agree with GASB 68 report	Deferred Inflows of Resources:Diff in Projected and Actual	$728.00	
To record pension entries to agree with GASB 68 report	Deferred Inflows of Resources:Changes in Assumptions	$981.00	
To record pension entries to agree with GASB 68 report	Deferred Inflows of Resources:Diff in Projected and Actual	$13,748.00	
To record pension entries to agree with GASB 68 report	Net Pension Liability		$336,534.00
To record pension entries to agree with GASB 68 report	01-150 - Personnel:01-161 - Pension/Retirement:TCDRS Pension	$357,508.00	
To record pension entries to agree with GASB 68 report	Other Income	$2,146.00	
		$411,794.00	**$411,794.00**
Reclass	Def Inflow - Changes in exp and actual	$728.00	
Reclass	Deferred Inflows of Resources:Diff in Projected and Actual		$728.00
		$728.00	**$728.00**
Reclass	Broadway - Mt City Drive Bldg	$240.00	
Reclass	Other Income		$240.00
		$240.00	**$240.00**
TOTAL		**$1,484,496.93**	**$1,484,496.93**

JANSEN AND GREGORCZYK

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

INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Hays County Emergency Services District #5

We have audited the accompanying financial statements of the governmental activities of Hays County Emergency Services District #5 (the District), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities of the Hays County Emergency Services District #5, as of September 30, 2020, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedule of changes in net pension liability and related ratios – TCDRS, the schedule of employer contributions – TCDRS and the budgetary comparison information on pages 3-6 and on pages 19-21 to be presented

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

Jansen and Gregorczyk

Kyle, Texas
April 13, 2021

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)
SEPTEMBER 30, 2020

Our discussion and analysis of the Hays County Emergency Services District # 5 (the District's) financial performance provides an overview of the District's financial activities for the year ended September 30, 2020. Please read it in conjunction with the District's financial statements, which follow this section.

The financial report consists of three parts: Management's Discussion and Analysis (this section), the financial statements, and the notes to the financial statements.

FINANCIAL HIGHLIGHTS

- During the year, the District had expenditures of $5,177,929 compared to total revenues of $5,207,697 resulting in an increase in net assets of $29,678 for the year ended September 30, 2020.
- The District's cash balance increased by $343,326 for the fiscal year.
- The District's ad valorem tax rate remained at .10 per $100 of assessed valuation for the fiscal year ended September 30, 2020 which is the statutory limit, as established by the State of Texas constitution.
- The District received $165,594 more in sales tax revenue compared to prior year.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements: The Statement of Net Position and the Statement of Activities provide information about the activities of the District as a whole and present a longer-term view of the District's finances. For governmental activities, these statements tell how these services were financed in the short term as well as what remains for future spending.

Reporting the District as a Whole

One of the most important questions asked about the District's finances is, "Is the District as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Activities provide information about the District as a whole and about its activities in a way that helps answer this question. These statements include *all* assets and liabilities using the *accrual basis of accounting*, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's *net assets* and changes in them. You can think of the District's net position-the difference between assets and liabilities-as one way to measure the District's financial health, or *financial position*. Over time, increases or decreases in the District's net assets are one indicator of whether its *financial health* is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's property tax to assess the *overall health* of the District.

THE DISTRICT AS A WHOLE

The District's total net assets increased by $29,768 in the year ended September 30, 2020. Our analysis of the District's activities below focuses on net assets (Table 1) and the changes in net assets (Table 2).

Unrestricted net assets, the part of net assets that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements were $1,380,686 at September 30, 2020.

	2020	2019	Increase (Decrease)	Percentage Change
Current and Other Assets	$ 2,062,571	$ 1,668,141	$ 394,430	23.6%
Non Current and Capital Assets	4,828,940	5,595,886	(766,946)	-13.7%
Total Assets	6,891,511	7,264,027	(372,516)	-5.1%
Deferred Outflows related to pensions	373,620	412,197		
Current Liabilities	159,345	192,816	-33,471	-17.4%
Long-term Liabilities Outstanding	3,878,474	3,877,031	1,443	0.0%
Total Liabilities	4,037,819	4,069,847	(32,028)	-0.8%
Deferred Inflows related to pensions	26,931	128,388		
Net Position:				
Net investment in capital assets	1,819,695	1,723,820	95,875	5.6%
Unrestricted	1,380,686	1,446,793	(66,107)	-4.6%
Total net position	$ 3,200,381	$ 3,170,613	$ 29,768	0.9%
Revenues				
Ad Valorem Taxes	$ 3,965,288	$ 3,562,133	$ 403,155	11.3%
Interest Income	5,034	14,664	(9,630)	-65.7%
Other Income	1,018,383	1,161,105	(142,722)	-12.3%
Grant Income	218,992	19,344	199,648	
Total revenues	5,207,697	4,757,246	$ 450,451	9.5%
Expenses				
Firefighting Operations	5,048,072	4,401,588	646,484	14.7%
Legal & Accounting	23,174	54,638	(31,464)	-57.6%
Interest Expense	106,683	112,891	(6,208)	-5.5%
Total expenses	5,177,929	4,569,117	608,812	13.3%
Change in net position	29,768	188,129	(158,361)	84.2%
Net position - beginning	3,170,613	2,982,484	188,129	6.3%
Net position - ending	$ 3,200,381	$ 3,170,613		

The District has sufficient revenues to pay expenses of the District.

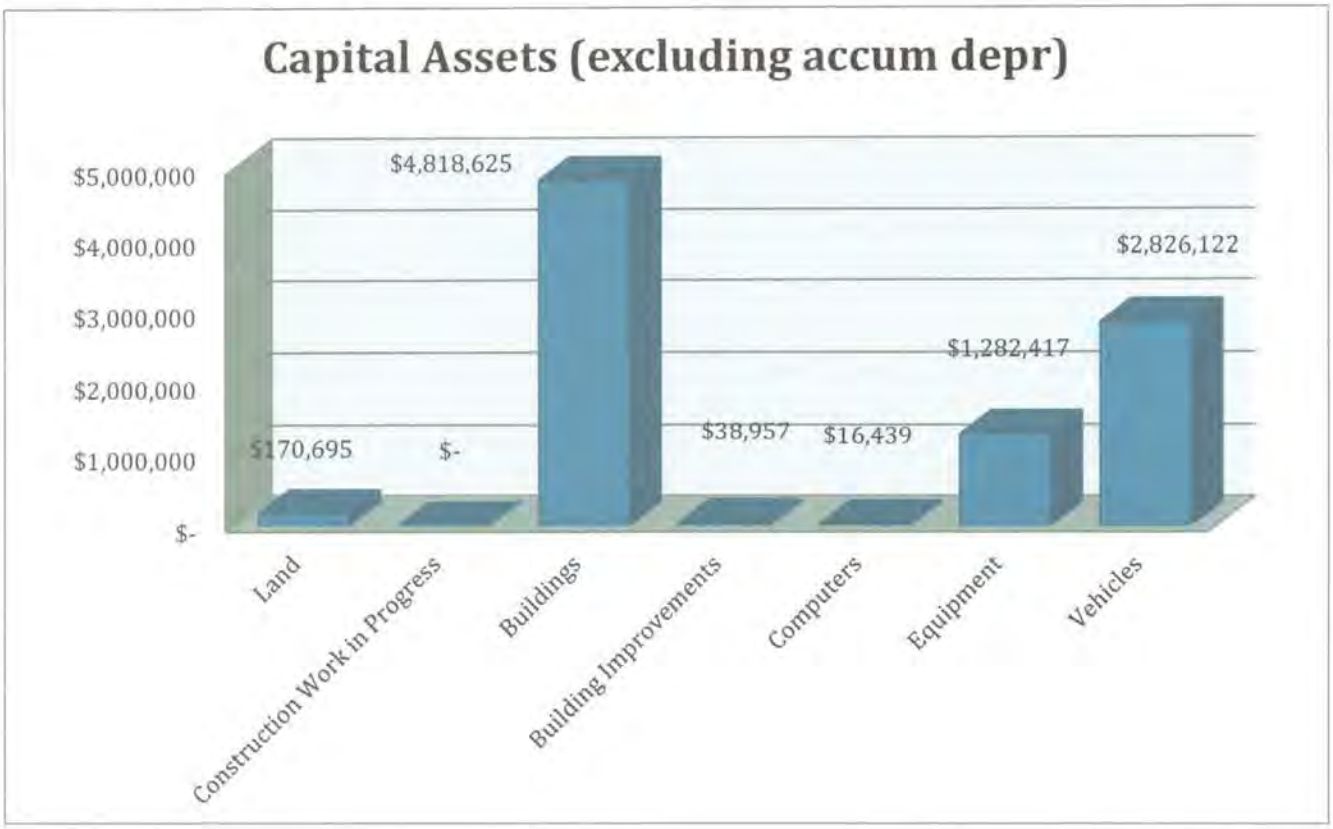
General Fund Budgetary Highlights

The General Fund had a negative variance from the budget of $129,300 due to:

- Tax revenues, sales tax revenue and grant income were less than anticipated.
- Personnel and related expenses were higher than budgeted mainly due to the increase in pension expenses

Capital Asset and Debt Administration

The District's investment in capital assets at September 30, 2020, net of accumulated depreciation, totaled $4,828,940. Capital assets are classified as shown below:



Debt Administration

The District's long-term debt at September 30, 2020, net of the current portion, totaled $2,527,706 for loans. The current portion of the long-term debt was $481,539. Fire stations and fire apparatus are pledged as collateral.

Debt Service Ratio: The District maintains control over its debt load by maintaining its debt service to total revenues ratio (the "Debt Service Ratio") at 35% or less with the ad valorem tax rate at 10.00 cents per $100 of assessed valuation. The District feels that the Debt Service Ratio is more meaningful than the debt to equity ratio because the Debt Service Ratio is a better indicator of the District's ability to service the debt and still be able to pay annual operating expenses. The District's Debt Service Ratio as of September 30, 2020 is total debt service of $469,445/$5,207,697 total revenues for a ratio of 9.01%.

Economic Factors and Next Year's Budgets and Rates

The District's appointed officials considered many factors when setting the fiscal year 2020 budget and tax rates. Some of those factors include the economy and the anticipated needs of the District for operations and capital outlay in the next year.

Contacting the District's Financial Management

This financial report is designed to provide the taxpayers with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District's office at:

Beth Smith, President
Hays County Emergency Services District #5
P.O. Box 1385
Kyle, TX 78640

Hays County Emergency Services District #5
Statement of Net Position and Governmental Funds Balance Sheet
As of September 30, 2020

	General Fund	Adjustments (Note 6)	Statement of Net Assets
ASSETS			
Cash	$ 462,353		$ 462,353
Investments	1,298,825		1,298,825
Accounts receivable	176,697		176,697
Taxes receivable	101,277		101,277
Prepaid expenses	23,419		23,419
Capital assets:			
Land	-	170,695	170,695
Other capital assets, net of depreciation	-	4,658,245	4,658,245
	2,062,571		6,891,511
DEFERRED OUTFLOWS OF RESOURCES			
Difference actual and expected experience	-	165,859	165,859
Difference actual and projected plan earnings	-	-	-
Changes on assumptions	-	625	625
Contributions	-	207,136	207,136
	-		373,620
Total Assets	$ 2,062,571		$ 7,265,131
LIABILITIES			
Accounts payable	56,306	-	56,306
Accrued interest payable	-	68,045	68,045
Accrued payroll and benefits	103,039	-	103,039
Long -term liabilites:		-	-
Accrued Leave		162,134	162,134
Due within 1 year	-	481,539	481,539
Due in more than 1 year	-	2,527,706	2,527,706
Net pension liability	-	639,050	639,050
Total liabilities	159,345		4,037,819
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	$ 101,277	(101,277)	$ -
Changes in assumptions		8,834	8,834
Difference actual and projected plan earnings	-	18,097	18,097
	101,277		26,931
FUND BALANCES/NET POSITION			
Fund Balances			
Fund balance - unassigned	1,801,949	(1,801,949)	
	$ 2,062,571		
NET POSITION			
Net investment in capital assets		1,819,695	1,819,695
Unrestricted		1,380,686	1,380,686
			3,200,381
See accompanying notes to the financial statements			$ 7,265,131

Hays County Emergency Services District #5
Statement of Activities and Governmental Funds Statement
of Revenues, Expenditures and Changes in Fund Balances
For the Year ended September 30, 2020

	General Fund	2019 Adjustments (Note 6)	Statement of Activities
Expenses:			
Firefighting and related expenses	$ 439,203		$ 439,203
Personnel and related expenses	3,654,438	422,992	4,077,430
Depreciation	-	394,642	394,642
Tax Collection Expenses	29,884		29,884
Professional Services	23,174		23,174
Administrative Expenses	43,392		43,392
Capital Outlay	21,073	(21,073)	-
Debt Service	469,445	(469,445)	-
Interest Expense	106,683	-	106,683
Insurance	63,521	-	63,521
Total expenses	$ 4,850,813		$ 5,177,929
General revenues:			
Ad Valorem Tax Revenues	3,939,066	26,223	3,965,288
Inspection and Training Income	214,271	-	214,271
F1 Contract and Site Lease Income	29,446		29,446
Sales and Use Tax Income	698,833		698,833
SAFER Grant Income	213,970		213,970
Grant Income	5,022		5,022
Other Income	75,833		75,833
Interest Income	5,034		5,034
Total general revenue	$ 5,181,475		$ 5,207,697
Revenue over/(under) expenditures	330,662		29,768
Net change in fund balance	330,662		29,768
Net position/fund balance - beginning	1,471,287		3,170,613
Net position/fund balance - ending	$ 1,801,949		$ 3,200,381

See accompanying notes to the financial statements

Hays County Emergency Services District #5
Notes to the Financial Statements
For The Year Ending September 30, 2020

Note 1- Summary of Significant Accounting Policies

The accounting policies of the Hays County Emergency Services District #5 (the District) conform to U. S. generally accepted accounting principles applicable to governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The more significant of the District's policies are described below.

A. The Reporting Entity

The Hays County Emergency Services District #5 was created by an election of the residents of Hays County residents from within what would be the geographical boundaries for the District. The District was established to arrange for fire and rescue protection services within its boundaries. The District handles all financial matters for the fire department.

The District is under full control and management of a five commissioner Board of Commissioners. The commissioners are appointed by the Hays County Commissioners. For financial reporting purposes, the District includes all funds that are controlled by, or dependent upon, actions of the Board of Commissioners. Control by, or dependence upon, the Board was determined on the basis of the Board's full control of budget adoption and taxing authority.

As required by generally accepted accounting principles, these financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the government's operation; thus data from these units would be combined with data of the primary government. Discretely presented component units, on the other hand, would be reported in separate organizations that meet the aforementioned criteria; therefore, none are included in the accompanying general-purpose financial statements.

The District is not included in any other governmental reporting entity.

Effective October 1, 2012 the District assumed all operations from the Kyle Volunteer Fire Department.

B. Government-Wide Financial and Fund Financial Statements

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

C. Measurement focus, basis of accounting, and financial statement presentation

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

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current

period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within thirty-one days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Interest and taxes associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

D. Cash and Cash Equivalents

Cash and cash equivalents are short-term highly liquid investments that are readily convertible to known amounts of cash and so near maturity that there is no significant risk of changes in value due to changes in interest rates.

E. Net Position

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

F. Estimates

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

G. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

The District reported unavailable revenue in the form of property taxes as Deferred Inflows of Resources in the Statement of Net Position. Deferred Inflows arise when potential revenue does not meet both the measurable and available criteria for recognition in the current period. In general, monies received within thirty-one days after year-end are considered to have been for prior year services.

H. Compensated Absences

Full time regular employees work either a 40 or 45 hour per week schedule. Firefighters are scheduled based on either a day shift or 24/48 hour shift schedule and typically work 56 hours per week. Accruals for leave are based on length of service and the schedule worked. Employees may accrue up to 288 hours of paid leave but are only allowed to carry forward a maximum of 72 hours to the next calendar year. Firefighters that have been with the department for more than 21 years can receive 432 hours of leave. Accrued leave will be paid to employee upon separation of employment based on when notice of termination is given. As of September 30, 2020, $198,864 was accrued for as a payable for paid leave.

I. Capital Assets

All capital assets are recorded at historical cost (or estimated historical cost) and updated for additions and retirements during the year. The District maintains a capitalization threshold of $5,000 for assets with a useful life of two years or more. The District does not possess any infrastructure. Improvements are capitalized. The cost of normal repairs and maintenance that do not add to the value of the asset or materially extend the asset's life are recorded as expenses. Depreciation is calculated on a straight-line basis. Estimated useful lives are as follows:

Trucks and Equipment	5-10 years
Furniture and Fixtures	5-15 years
Buildings	40 years

NOTE 2 – Deposits and Investments

The District's deposits exposed to concentrations of credit risk consist of cash, which is deposited in one major financial institution. At September 30, 2020, the carrying amount of the District's cash deposits was $1,761,178, and the bank balance was $1,822,276. This District had Pledged Securities from the financial institution for the excess over the FDIC insurance maximum.

NOTE 3 – Budget Variances

The District adopts an annual budget for the General Fund. The District amends the budget as needed during the year. There were no current year amendments. Certain revenue and expenses were different than budgeted, resulting in a higher than budgeted fund balance.

NOTE 4 – Ad Valorem Taxes

Ad valorem taxes attach as an enforceable lien on property as of January 1 of each year. Taxes are levied on October 1 and are payable in full by the following January 31. The District employs the services of the Hays County Appraisal District for assessing and billing its property taxes and employs the services of the Hays County Tax Assessor/Collectors for the collection of its taxes. Revenues are recognized when received by the District. The tax rate was $0.10 per $100 of assessed valuation.

NOTE 5 – Capital Assets

	Balance 9/30/19	Additions	Retirements	Balance 9/30/20
Land	$ 170,695	$ -		$ 170,695
Construction Work in Progress	-	-	-	-
Buildings	4,818,625	-		4,818,625
Building Improvements	38,957	-		38,957
Computers	16,439			16,439
Equipment	1,261,344	21,073		1,282,417
Vehicles	2,826,122	-	-	2,826,122
Total Capital Assets	$ 9,132,182	$ 21,073	$ -	$ 9,153,255
Less: Accumulated Depreciation	(3,929,671)	-	(394,642)	(4,324,313)
Net Capital Assets	$ 5,202,511	$ 21,073	$ (394,642)	$ 4,828,942

NOTE 6 – Adjustments to Convert Fund Statements to Government-Wide

Unrestricted fund balance - governmental fund	$ 1,801,949
Increase net position for capital assets not reported in the governmental funds	4,828,940
Long term liabilities not reported in the fund financial statements	(3,648,295)
Taxes receivables deferred in the fund financial statements and in the government-wide financial statements	-
	101,277
Accrued leave not reported in the fund financial statements	(163,021)
Deferred outflows and inflows of resources related to pensions are applicable to future reporting periods and are not reported in the fund financial statements	211,486
Accrued interest expense on long term debt not reported in the fund financials	68,045
Net position - governmental activities	$ 3,200,381
Net change in fund balance - governmental fund	330,662
Capital outlays recognized as expenditures in the fund financial statements	21,073
Depreciation expense not recognized in the fund financial statements	(394,642)
Long-term debt principal payments are recognized as expenditures in the fund financial statements	469,445
Change in pension benefit accrual	(422,993)
Change in interest expense not recognized in the General Fund	-
Net increase in tax receivable deferred in the fund financial statements and not in the government-wide financial statements	26,223
Change in net position - governmental activities	$ 29,768

NOTE 7 – Long Term Liabilities

Long term debt as of September 30, 2020 is as follows:

				Loans Outstanding							
Bank	Desc	Collateral	Amount of Original Issue	Maturity Date	Interest Rate	Balance 9/30/19	Additions	Retirements	Balance 9/30/20	Current Portion	Long Term Portion
Southside	Loan	Station #1 Refi	2,612,596	2028	3.32%	2,245,060	-	192,970	2,052,090	199,376	1,852,714
Broadway	Loan	Quint 21	607,000	2025	2.65%	465,492	-	72,934	392,558	74,785	317,773
Broadway	Loan	Engine	472,000	2023	2.88%	210,254	-	69,278	140,976	71,319	69,657
Broadway	Loan	Mt City Bldg	340,000	2023	2.60%	275,445	-	66,233	209,212	67,955	141,257
Broadway	Loan	Truck/Eqpt	350,000	2023	2.71%	282,439	-	68,030	214,409	68,104	146,305
			$ 4,381,596			$ 3,478,690	$ -	$ 469,445	$ 3,009,245	$ 481,539	$ 2,527,706
							Less: current portion		(481,539)		
									$ 2,527,706	$ 481,539	$ 2,527,706

Maturities for Long Term Debt are as follows:

Years	Principal	Interest	Total
			-
2021	483,265	94,086	577,371
2022	494,150	79,763	573,913
2023	435,767	66,262	502,029
2024	300,880	51,963	352,843
2025	308,341	42,485	350,826
2026-2029	986,782	123,544	1,110,326
	$ 3,009,205	$ 458,103	$ 3,467,308

Other Long-Term Liabilities:	Beginning Balance	Additions	Deletions	Total
Accrued Leave	$ 85,671	$ 145,000	$ (68,537)	$ 162,134

NOTE 8 – Other Matters

The board has reviewed subsequent events from year end to the date of this report, April 13, 2021.

Due to Covid-19, it is not possible to know what the financial implication may be on the District.

NOTE 10 – Risk Management

The District is exposed to various risks of loss including general liability, property damage, and worker's compensation. The District insures against risk through participation in the Texas Municipal League Intergovernmental Risk Pool, a public entity risk pool, consisting of approximately 2,600 member cities/political subdivisions located throughout the State of Texas.

The District pays premiums to the risk pool for its general liability, property, auto and worker's compensation coverage. The District's risk is limited to the amount of premiums paid unless the pool should fail, in which case, the District would be liable for its ratable share of the pool deficit.

NOTE 11 – Pension and Deferred Compensation Plans

DISTRICT STAFF

The District provides a 457(b) Deferred Compensation Plan for all employees that are considered full time employees. Participation is voluntary and the employee is eligible to contribute from 2%-10% maximum.

Effective October 1, 2013 the District entered into a pension plan with Texas County & District Retirement System (TCDRS). The District provides pension benefits for all of its eligible employees through a non-traditional, joint contributory, hybrid defined benefit plan in the state-wide system, an agent multiple-employer defined benefit public employee retirement system. The plan provisions that have been adopted by the Board of the District are within the options available in the governing state statutes of TCDRS.

TCDRS issues a publicly available comprehensive annual financial report that includes financial statements and required supplementary information (RSI) for TCDRS; the report also provides detail explanations of the contributions, benefits and actuarial methods and assumptions used by TCDRS. This report may be obtained by calling TCDRS at 800-823-7782; in addition, the report is available on TCDRS' website at www.tcdrs.org. Plan provisions for the District were as follows:

Benefits Provided

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

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

Employees Covered

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

Inactive employees or beneficiaries receiving benefits	0
Inactive employees entitled to but not yet receiving benefits	11
Active employees	43

CONTRIBUTIONS

Under the state law governing TCDRS, the contribution rate for each District is determined annually by the actuary, using the Entry Age actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. Employees of the District were required to contribute 7% of their annual salary during the year, and the District was required to contribute at the actuarially determined rate of 7.92%. The District's contributions to TCDRS for the year ended September 30, 2020 were $207,136, which equaled the required contribution.

Net Pension Liability

The District's net pension liability of $639,050 for TCDRS at September 30, 2020 was measured as of December 31, 2019. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Valuation Date	12/31/2017
Actuarial Cost Method	Entry age normal
Investment Rate of Return (8.00% rate of return plus 0.10% adjustment gross of admin expenses)	8.10%
Inflation	2.75%
Projected Salary Increases	4.90%
Mortality rates	RP-2014 mortality tables projected with 110% of MP-2014 Scale after 2014

Actuarial assumptions used in the December 31, 2019 valuations were based on the results of an actuarial experience study the period January 1, 2013 through December 31, 2016.

Discount Rate

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

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

Asset Class	Target Allocation	Geometric Real Rate of Return
U. S. Equities	14.50%	5.20%
Private Equity	20.00%	8.20%
Global Equities	2.50%	5.50%
International Equities-Developed	7.00%	5.20%
International Equities-Emerging	7.00%	5.70%
Investment-Grade Bonds	3.00%	-0.20%
Strategic Credit	12.00%	3.14%
Direct Lending	11.00%	7.16%
Distressed Debt	4.00%	6.90%
REIT Equities	3.00%	4.50%
Master Limited Partnerships	2.00%	8.40%
Private Real Estate Partnerships	6.00%	5.50%
Hedge Funds	8.00%	2.30%

Pension Plan Fiduciary Net Position

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

Sensitivity of the Net Pension Liability to Changes in Discounts Rate

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

	1% Decrease (7.10%)	Discount Rate (8.10%)	1% Increase (9.10%)
District's net pension liability	$ 1,135,254	$ 639,050	$ 248,461

Changes in Net Pension Liability	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability/ (Asset) (a)-(b)
Balance at 12/31/18	$ 1,298,043	$ 995,427	$ 302,616
Changes for the year:			
Service cost	309,258		309,258
Interest on total pension liability	129,899		129,899
Effect of plan changes	447,631		447,631
Effect of economic/demographic gains or losses	(3,180)		(3,180)
Effect of assumption changes or inputs	-		-
Refunds of contributions	(7,371)	(7,371)	-
Benefit payments	-	-	-
Administrative expense		(1,170)	1,170
Member contributions		174,790	(174,790)
Net investment income		163,098	(163,098)
Employer contributions		197,739	(197,739)
Other	-	12,716	(12,716)
Balance at 12/31/18	$ 2,174,280	$ 1,535,229	$ 639,050

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

For the year ended September 30, 2020, the District recognized pension expense of $357,508. At September 30, 2020, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expencted and actual experience	$ 31,845	$ 165,859
Changes in actuarial assumptions	8,834	625
Differences between projected and actual investment earnings	13,748	-
Contributions subsequent to the measurement date	-	-

$207,136 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the District year ended September 30, 2020. Other amounts reported as deferred outflows of resources and deferred outflows of resources related to pensions will be recognized as pension expense as follows:

For the year ended December 31:	
2020	$ 14,334
2021	$ 12,904
2022	$ 16,237
2023	$ 1,073
2024	$ 14,574
Thereafter	$ 52,935

REQUIRED SUPPLEMENTARY INFORMATION

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIO'S
FOR THE YEAR ENDED SEPTEMBER 30, 2020*
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

Total pension liability	2020	2019	2018	2017	2016	2015
Service cost	$ 309,258	$ 249,907	$ 193,206	$ 111,333	$ 72,093	$ 50,452
Interest on total liability	129,899	94,274	59,517	28,417	19,317	7,927
Effect of plan changes	447,631	-	64,202	90,408	7,665	22,352
Effect of economic/demographi (gains) or losses	(3,180)	44,626	74,753	62,314	(47,049)	55,977
Effect of assumption changes or inputs	-	-	(11,777)	-	1,015	-
Benefit payments, including refunds of employee contributions	(7,371)	(9,296)	(5,757)	-	-	-
Net change in total pension liability	876,236	379,511	374,143	292,471	53,041	136,708
Total pension liability - beginning	1,298,043	918,532	544,388	251,917	198,876	62,167
Total pension liability - ending (a)	2,174,279	$ 1,298,043	$ 918,532	$ 544,388	$ 251,917	$ 198,876
Plan fiduciary net position						
Contributions - employer	197,739	186,567	132,054	75,236	46,980	28,781
Contributions - employee	174,790	155,473	126,984	76,615	46,751	38,948
Net investment income	163,098	(8,619)	55,255	13,554	(723)	1,371
Benefit payments, imcluding refunds of employee contributions	(7,371)	(9,296)	(5,757)	-	-	-
Administrative expenses	(1,170)	(800)	(440)	(147)	(98)	(40)
Other	12,716	9,980	3,390	7,991	(12)	(3)
Net change in plan fiduciary net position	539,802	333,305	311,485	173,249	92,898	69,058
Plan fiduciary net position - beginning	995,427	662,123	350,637	177,389	84,490	15,433
Plan fiduciary net position - ending (b)	1,535,229	995,427	662,123	350,637	177,389	84,490
Net pension liability (a) - (b)	$ 639,050	$ 302,616	$ 256,409	$ 193,751	$ 74,528	$ 114,385
Plan fiduciary net position as a percentage of the total **net pension liability**	70.61%	76.69%	72.08%	64.41%	70.42%	42.48%
Covered employee payroll	$ 2,497,006	$ 2,221,036	$ 1,814,059	$ 1,532,299	$ 1,168,774	$ 973,712
Net pension liability as percentage of covered-employee payroll	25.59%	13.62%	14.13%	12.64%	6.38%	11.75%

NOTE:

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

The beginning Net Pension Liability for 2015 was determined using rollback procedures allowed for initial year of implementation. Fiscal Year 2020 - Valuation Date 12/31/19.

- See Independent Auditor's Report -

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
FOR THE YEAR ENDED SEPTEMBER 30, 2020*
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

	2020	2019	2018	2017	2016	2015
Actuarially determined contribution**	$ 197,739	$ 186,567	$ 131,519	$ 75,236	$ 46,980	$ 27,751
Contributions in relation to the actuarially determined contribution	197,739	186,867	132,054	75,236	46,980	28,781
Contribution deficiency (excess)		-	(534)	-	-	(1,030)
Covered-employee payroll	2,497,006	2,221,036	1,814,059	1,532,299	1,168,774	973,712
Contributions as a percentage of covered-employee payroll	7.90%	8.40%	7.30%	4.90%	4.00%	3.00%

NOTE:

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

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

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

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	13.7 years (based on contribution rate calculated in 12/31/19 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.75%
Salary Increases	Varies by age and service. 4.9% average over career including inflation
Investment rate of Return	8.00 net of investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale afer 2014.
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions	2015: New inflation, mortality and other assumptions were reflected. 2017: New mortality assumptions were reflected.
Changes in Plan Provisions Reflected in	2015: Employer conributions reflect that the current service matching rate was increased to 150% for future benefits. 2016: Employer contributions reflect that the member contribution rate was increased to 5%. 2017: Employer contributions reflect that the member contribution rate was increased to 7% and the current service matching rate was increased to 175% for future benefits. Also, new Annuity Purchase Rates were reflected for benefits earned after 2017. 2018: Employer contributions reflect that the current service matching rate was increased to 200% for future benefits. 2019: No changes in plan provisions wer reflected in the schedule.

- See Independent Auditor's Report -

Hays County Emergency Services District #5
Budgetary Comparison Schedule
General Fund
For the Year Ended September 30, 2020

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad valorem tax revenues	$ 4,201,000	$ 4,201,000	$ 3,939,066	$ (261,934)
Inspection and Training Income	154,500	154,500	214,271	59,771
F1 contract and site lease income	3,600	3,600	29,446	25,846
Other income	50,000	50,000	75,833	25,833
Grant Income	245,000	245,000	218,992	(26,008)
Sales and Use Tax Income	600,000	600,000	698,833	98,833
Interest income	14,000	14,000	5,034	(8,966)
Total general revenue	5,268,100	5,268,100	5,181,475	(86,625)
Expenditures:				
Firefighting and related expenses	443,150	443,150	439,203	3,947
Personnel and related expenses	3,603,134	3,603,134	3,654,438	(51,304)
Tax Collection expenses	32,000	32,000	29,884	2,116
Professional Services	22,500	22,500	23,174	(674)
Administrative expenses	46,500	46,500	43,392	3,108
Debt Service	589,872	589,872	576,128	13,744
Insurance	49,900	49,900	63,521	(13,621)
Capital Outlay	21,073	21,073	21,073	-
Total Expenditures:	4,808,129	4,808,129	4,850,813	(42,684)
Revenues (under)/over expenditures	459,971	459,971	330,662	(129,309)
Beginning fund balance	1,471,287	1,471,287	1,471,287	-
Ending fund balance	$ 1,931,258	$ 1,931,258	$ 1,801,949	$ (129,309)

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Ratify the acceptance of two custom doormats valued at $806.00 to the Sheriff's Office Public Safety Building and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	$0.00

LINE ITEM NUMBER

001-618-00.4610

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Hays County Citizen Sheriff's Academy Alumni Association donated two custom 4x6 doormats to the Public Safety Building. The mats include logos from the Sheriff's Office, Emergency Services, and the Combined Emergency Communications Center and are at the main entrance of the building. The total amount of both mats to include shipping is $806.00.

Budget Amendment
Sheriff's Office
Increase 001-618-00.4610 Contributions $806.00
Increase 001-618-00.5207 Building Supplies $806.00

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the acceptance of a grant award in the amount of $100,000 from the St. David's Foundation's COVID-19 Recovery Fund for vaccine distribution and administration support and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	N/A

LINE ITEM NUMBER

120-675-99-151]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Acceptance of a grant award in the amount of $100,000. The grant will be funded in two parts - The first $75,000 will be paid upon signing the grant award agreement and the remaining $25,000 will be paid 6 months after the submission and satisfactory review of the project report.

The funds will go towards the purchase of medical supplies, overtime pay for EMS workers, and staff including infectious disease interns, contact tracers, and COVID data analysts.

Attachment: St. David's Foundation Grant Agreement

Budget Amendment:
($100,000) - Increase Intergovernmental Revenue .4301
$ 72,385 - Increase Staff Salaries .5021 (temp staff)
$ 4,488 - Increase FICA .5101_100 (temp staff)
$ 1,049 - Increase Medicare .5101_200 (temp staff)
$ 10,000 - Increase Medical Supplies .5231
$ 12,078 - Increase Contract Services .5448 (First Responders overtime)

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1303 San Antonio Street, Suite 500
Austin, TX 78701
(512) 879-6600
stdavidsfoundation.org

June 9, 2021

Judge Ruben Becerra
Hays County
111 E. San Antonio Street, Ste 300
San Marcos, TX 78666

Dear Judge Becerra,

St. David's Foundation is pleased to make a contribution of up to $100,000 for the project COVID-19 Vaccine Distribution and Administration Support for 2021 (the "Contribution"). The Foundation is looking forward to working with Hays County to fulfill the mission and goals of the Foundation and assist you in your mission.

This letter and the attached Grant Agreement (the "Agreement") memorializes the terms and conditions of the Contribution. By executing the attached acknowledgement and accepting payments pursuant to the Agreement, Hays County agrees that the Contribution will be held, administered, and used in strict accordance with the Agreement and that all of the terms and conditions of the Agreement will be met or exceeded.

Please note that local, state and federal funds and resources should be utilized prior to accessing philanthropic support from this contribution. After disbursement of the first payment of $75,000, the subsequent grant payment would be made after submitting reports that demonstrate good use of Foundation contribution. Since vaccine hub efforts are continually being modified as new information becomes available, we kindly request monthly informal check-ins in your preferred format for communication. Kindly reach out to schedule the 30-minute call the week of June 21. These check-ins allow us to learn and modify our vaccine response efforts to better support the Central Texas community.

We look forward to working with you during the coming year.

Sincerely,

Bobbie J Barker

Bobbie Barker
Interim, Executive Vice President
Community Investments

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Building the healthiest community in the world.

GRANT AGREEMENT

DATE:	6/9/2021
GRANT PARTNER (LEGAL NAME):	Hays County
GRANT PARTNER (DBA):	Hays County
GRANT AMOUNT:	$100,000
GRANT PERIOD:	6/15/2021-6/14/2022
SDF PROGRAM AREA:	Rural - Emergency Fund COVID-19

St. David's Foundation and Hays County are entering into this Grant Agreement to establish the terms and conditions of a $100,000 contribution to COVID-19 Vaccine Distribution and Administration Support (the "Contribution"). By executing the acknowledgement below and accepting payments pursuant to this agreement, Hays County agrees that the Contribution will be used in strict accordance with this agreement and that all of the terms and conditions of this agreement will be met or exceeded. Hays County additionally agrees that any federal, state, or local government funds designated for the same purpose will be used prior to funds under this Grant Agreement being used.

Grant Terms and Conditions

A. TERM.
The term of this Agreement is from 6/15/2021 to 6/14/2022.

B. PURPOSE AND ADMINISTRATION.
The purpose of the Contribution is to provide funding in the amounts set forth in Exhibit A. Expenditures must conform to the specific line item in the budget as approved. Grantees that anticipate significant changes in their project work plan, including any budget modifications that would require a transfer from

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a specific category in the budget that is at least 20% of that category or that exceeds $50,000 should contact the Program Officer assigned to the grant. Any such changes must be approved by the Program Officer and noted in the request budget vs. actual report.

C. SPECIAL REQUIREMENTS.

Special requirements related to the Contribution, if applicable, are outlined in Exhibit C.

D. EXEMPT STATUS.

The Recipient represents to the Foundation that it is either a tax-exempt organization pursuant to Section 501(c)(3) of the Code or a public/governmental entity authorized to provide the service that the Foundation is funding under this Agreement. The Recipient also represents that its assets and operations are handled in a way that entitles the Recipient to retain its exempt, public or governmental status and that the Recipient has no reason to believe that the IRS has, or will, question its exempt status.

E. FINANCIAL STATEMENTS.

The Recipient agrees to provide the Foundation with copies of its consolidated audited financial statements within ten (10) business days after the independent auditor has signed the opinion. If the Recipient does not have audited financial statements, then the delivery date is within 10 business days of delivery of the financial statements to the Recipient's Board. The Recipient will, on the same schedule, provide the Foundation with a copy of any management letter prepared by its auditor and will inform Foundation, immediately, of management's response.

F. RECIPIENT'S REPORTING OBLIGATION.

The Recipient agrees to provide the Foundation with periodic reports detailing the progress of the Project and the use of the Grant, as provided in the Report Schedule attached hereto as Exhibit B.

G. FOUNDATION SITE VISITS.

The program officer and other representatives of the Foundation may arrange to attend a board meeting and/or conduct a site visit during the grant period.

H. LEARNING AND EVALUATION.

The Program Officer may request Recipient's participation in occasional learning and evaluation activities. The Recipient agrees to provide the program officer, other representatives of the Foundation, or external consultants engaged by the Foundation with requested information for learning purposes.

I. PUBLICITY.

The St. David's Foundation will include information about this Grant in its periodic public reports, may refer to this Grant in press releases, social media or other public materials, and may also provide information relating to this Grant to others for any purpose it deems reasonably related to its charitable purpose, and Grantee agrees to permit such activities.

DocuSign Envelope ID: 863E0D5E-B382-4E9D-BBC4-A1556B4D889D

When relevant and beneficial, communications about the Grant are encouraged and at the discretion of your organization. All communications, publicity or other materials which will be made publicly available that mention or refer to the Grant, the Foundation or employee of the Foundation that is prepared, produced or delivered by or on behalf of the Grantee, must be provided to the Foundation for written approval prior to the release of such materials to the public. This shall include, without limitation, letters, publications, articles, press releases, narratives, reports, endorsements, quotes, photographs, slides, videos, website postings, blog postings and social media/networking postings. We ask that grantees not take any action in making such materials public until the Foundation has provided written approval. In preparing any such materials, the Grantee agrees to the following guidelines:

a. For press releases, submitting a minimum of 48 hours prior to scheduled distribution. Submission should be made to the Grantee's Foundation program officer and the Foundation's Communications Team at communications@stdavidsfoundation.org.

b. Once approved, a general statement about the Grantee's grant funding from the Foundation can be used repeatedly, if used without modification.

c. Use the full name, "St. David's Foundation" and do not shorten or abbreviate.

d. Use of the Foundation name or logo must be in keeping with the St. David's Foundation brand guidelines. For electronic files of the logo and/or questions, please email the Foundation's Communications Team at communications@stdavidsfoundation.org

J. RELATIONSHIP OF THE PARTIES.

The relationship of the Foundation and the Recipient is that of donor/donee or grantor/grantee. Despite public statements to the effect that the Foundation and the Recipient are "partners" in improving the health of the people of Central Texas, the use of such terms is intended simply as a metaphor for the cooperation between the Recipient and the Foundation in connection with their pursuit of their individual missions. This letter of Agreement does not create a partnership, joint venture, agency, or employment relationship between the Recipient and the Foundation. Neither this letter of Agreement nor the Contribution creates an obligation on the part of the Foundation to continue funding of the Recipient or its programs.

K. TERMINATION PROVISION

The Foundation reserves the right to terminate payments under the grant Agreement at any time, with or without cause.

L. MISCELLANEOUS.

a. Amendments. No amendment to this Agreement, nor waiver of any of its provisions, shall be valid unless in writing and signed by all of the parties hereto.

DocuSign Envelope ID: 863E0D5E-B382-4E9D-BBC4-A1556B4D889D

b. Notice. Any notice to any party to this Agreement must be delivered via email as follows:

If to Contributor:
aasante@stdavidsfoundation.org

If to Recipient:
grants@co.hays.tx.us
simone.corprew@co.hays.tx.us
tammy.crumley@co.hays.tx.us

c. Governing Law. This agreement is made and entered into in the State of Texas, and shall be construed and governed by its laws, excluding its conflicts of law rules.

Accepted and Agreed:

Judge Ruben Becerra — Date

Hays County

Bobbie J Barker — 6/9/2021

Bobbie Barker
Interim, Executive Vice President
Community Investments
St. David's Foundation — Date

DocuSign Envelope ID: 863E0D5E-B382-4E9D-BBC4-A1556B4D889D

EXHIBIT A
Distribution of Funds

Hays County
111 E. San Antonio Street, Ste 300
San Marcos, TX 78666

Tax ID # 17460022415029
2021 Contribution to Hays County for project COVID-19 Vaccine Distribution and Administration Support

Program Officer: Abena Asante

Payment schedule:

Amount of grant for 2021 financial year: $100,000

Schedule Date	Amount	Notes	Status
6/15/2021	$75,000.00		Scheduled
12/15/2021	$25,000.00	Required PO approval of payment release with mid-grant report	Scheduled

General Requirements:

1) Any significant changes in project and/or organizational leadership should be reported to the Foundation within 30 days of the change. In addition, any significant changes in federal, state, or local funding that impacts the agreed upon deliverables under this Grant Agreement should be reported to the Foundation within 5 business days.

For Accounting Use:	RECORD ID:	3809
Check Payable to:	Hays County	
Strategic Priority:	Rural	
Grant Type:	Programmatic – Emergency Fund COVID-19	
Exec VP Approval:	5/28/2021	
Special Instructions for Accounting:		
CEO/ED Email: Ruben Becerra; judge.becerra@co.hays.tx.us		
Approved for payment: Bobbie J Barker		

EXHIBIT B
Reports and Metrics

Mid-grant Report – Due December 1, 2021

A mid-grant report is required from the grantee, Hays County. The grantee contact will receive a notice approximately 4 weeks from due date with reporting link.
The mid-grant report will include narrative questions regarding project status updates including successes, challenges/barriers, changes in involvement/support by state/local governments and a completed budget vs actual on funds spent to-date.

Final Report – Due July 15, 2022

Final reports are due 12-months after the grant is awarded and should be submitted to St. David's Foundation using the online grant portal, including a budget v actual report. If grant funds are used sooner than the end of a 12-month period, grantee may complete the final report at that point, using the online grant portal.

The final report will include narrative questions regarding successes, challenges, and lessons learned for your project including how funds were used. A budget vs actual template will be accessible through download within the reporting requirement form.

In addition, please submit any reports that are developed for other entities (which could include local government, boards of directors, others) for oversight of grant funded work as they are developed and submitted for these entities. You may submit these reports via email directly to the Program Officer listed in the Grant Terms and Conditions section above.

The following tables describe the output and outcome metrics specific to this grant project that will be reported using the online form. In addition to project specific metrics, at the end of the grant term all grant recipients are required to report demographic information for clients served. Please use the following categories:

Ethnicity/Race: Hispanic or Latino(a), White, African American or Black, Asian, Other, Unknown

Gender: Male, Female, Unknown

Age: Under 5, 5-17, 18-54, 55-64, 65 plus, Unknown

Household Income (% of Federal Poverty Level): 0-100, 101-150, 151-200, 201 or greater, Unknown

County of Residence: Bastrop, Caldwell, Hays, Travis, Williamson, Other, Unknown

DocuSign Envelope ID: 863E0D5E-B382-4E9D-BBC4-A1556B4D889D

1303 San Antonio Street, Suite 500
Austin, TX 78701
(512) 879-6600
stdavidsfoundation.org

EXHIBIT C

Special Requirements

Not applicable.

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 Commissioner Pct. 1 Office to support the Hays Cares Shoes of Hope event related to shoe distribution initiatives for Hays County children.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	$500

LINE ITEM NUMBER

001-601-00.5353

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Ingalsbe	INGALSBE	N/A

SUMMARY

The Commissioner Pct. 1 would like to provide sponsorship funding to Samaritan's Feet for the Hays Cares Shoes of Hope event to be held at Lehman High School, 1700 Lehman Road, Kyle on July 31. This program will provide children with the essentials needed to return to school.

Objectives of the Shoes of Hope program are:
- Provide new athletic shoes and socks for needy individuals.
- Partner with local schools, corporations, non-profits, and other organizations, utilizing the power of collaboration to transform communities through service.
- Encourage both students and volunteers with the life-changing message of hope and respect for all people.

Attachment: Hays Cares Shoes of Hope Sponsorship Information

Funds are available within the Commissioner's operating budget to provide sponsorship support.

My name is James Jacobs, Senior Pastor of Word of Life Christian Faith Center and President of Hays Cares, a 501C3 Non-Profit organization with a mission to inspire hope by providing resources, education, and economic opportunities for the underserved children and families of Hay County. For the past 2 years, we have partnered with Samaritan's Feet, which is a nonprofit organization to spread the message of hope and love to people of all ages around the world by sharing an act of kindness by giving over 460 pair of shoes. Hays Cares Shoes of Hope is in partnership with Samaritan's Feet to help provide the children of Hays County with the essential need of a pair of shoes as they return to school. On **Saturday, July 31st, from 10am to 2pm at Lehman High School, 1700 Lehman Rd, Trademark Dr, Kyle TX 78640**, we have planned a community event to **serve 300 students** with a new pair of shoes and a pair of socks.

Our campaign goal is to **raise $7,000 by July 20th, 2021.** Please assist in our goal by becoming a charitable sponsor by **donating $40, $100, $250, or $500 or more**. A donation of $100 will help fund shoes and socks for **five participants**.

Please visit, Hayscares.org for more information on Samaritan's Feet. The website will provide information on how to become a charitable sponsor. Our goal is to bring kindness and hope to the children and families of our community. We hope we can count on you for support!

For any questions or concerns, please contact Pastor Jacobs at 512-568-0287 or email pastorj@wordoflifecfc.com

EVENT SPONSORED BY

SAMARITAN'S FEET

Word OF LIFE
CHRISTIAN FAITH CENTER

For more information go to www.hayscares.org

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 25 Network Access Points for Wi-Fi connectivity for the new Jail expansion and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	$13,778

LINE ITEM NUMBER

001-680-00.5712_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Jail is in need of additional network access points in order to maintain connectivity throughout the entire facility. The additional access points will allow the corrections officers to maintain a wi-fi connection while moving throughout the facility and from cell to cell. As they move through the building, their devices will shift seamlessly from one access point to the next without dropping the connection and allowing for a safer environment while performing cell checks. Funds are available within the Jail Operating budget due to attrition and will be moved to the IT budget for purchase and installation. No additional funds are required.

Attachment: Freeit Data Solutions Quote #122944193
DIR Contract #DIR-TSO-4339

Budget Amendment:
Decrease Jail Staff Salaries - 001-618-03.5021
Increase Information Technology Computer Equipment - 001-680-00.5712_400

Freeit™
DATA SOLUTIONS

Contract No: DIR-TSO-4339
TAX ID#: 27-2209002
Term: NET 30
FOB: Destination

Hays County
Marva Pierce
712 S. Stagecoach Trail
San Marcos, TX 78666

marva@co.hays.tx.us

Quote Number: 122944193
Quote Date: 6/7/2021
Expiration Date: 7/7/2021

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Joe White
(216) 235-7816 Joe@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
Extreme Networks Access Points - 3yr Term				
Hardware/Software				
25	AP305C-FCC	CLD INDR WLS6 2X2 DUAL 5GH AI/ML GRN ANT	$257.14	$6,428.50
25	XIQ-PIL-S-C-EW	EXTREMECLOUD IQ PILOT EW 1 DEV	$166.06	$4,151.50
		Subscription Period Duration: 36 Months		
Support				
25	97004-AP305C-FCC	EW NBD AHR AP305C-FCC	$127.91	$3,197.75
		Support Period Duration: 36 Months		

List Total:	$28,875.00
DIR Discounted Total:	$21,258.75
Shipping and Tax not applicable:	$0.00
Additional Discount:	($7,481.00)
Grand Total:	$13,777.75

Customer Signature of Acceptance **PO#**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the terms and conditions and RMA policy located at www.freeitdata.com/policies and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

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 renewal of IFB 2020-B06 Roadway Striping with D.I.J. Construction, Inc. for one (1) additional year as stated in the original bid, effective June 1, 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Borcherding	BECERRA	N/A

SUMMARY

All terms and conditions remain unchanged and in full force and effect as stated in the original bid. The Transportation Department utilizes this contract for Roadway Striping throughout the County as needed.

Attachments:
D.I.J. Construction, Inc. Renewal

OFFICE OF THE COUNTY AUDITOR

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

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

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

June 8, 2021

D.I.J Construction, Inc.
PO Box 1609
Bertram, TX 78605

RE: Annual contract renewal

The annual contract for Roadway Striping, IFB 2020-B06 has expired on June 1, 2021. This letter will serve as official notice that Hays County would like to exercise its first (1st) option to renew the existing contract for one (1) additional year effective June 1, 2021 – May 31, 2022, provided all terms and conditions remain unchanged and in full force and effect as provided in the current contract. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email purchasing@co.hays.tx.us if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor

Signature	Company: DIJ Construction Inc.
Printed Name: Tim D Jarma	Date: June 9 2021

Approved by the Hays County Commissioners Court on: _____

Ruben Becerra
Hays County Judge

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of a renewal Letter Agreement with the Community Supervision and Corrections Department (CSCD) related to the FY2022 Veterans' Services - Veterans' Treatment Court grant for Adult Probation Services.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	N/A

LINE ITEM NUMBER

001-612-99-097]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Chris Johnson	INGALSBE	N/A

SUMMARY

Commissioners' Court authorized the letter of agreement with CSCD related to Veterans' Treatment Court on August 6, 2019. Hays County receives grant funding from the Texas Veteran's Commission for the Veterans' Treatment Court. As part of this program, CSCD provides an Adult Probation officer to participate/collaborate in weekly staff meetings with the Veterans' Court team to discuss participants, supervise the participants in the program and utilize Texas Risk Assessment System (TRAS) case classification instruments per Community Justice Assistance Standards & Local Adult Probation procedure.

The renewal grant period is July 1, 2021 through June 30, 2022 and will reimburse all costs associated with the Adult Probation officer assigned to these duties.

Attachment:
CSCD Letter Agreement Extension

Community Supervision and Corrections Department
Serving the Courts and Communities of Caldwell, Comal and Hays Counties
Michael Hartman – Director
1703 S. Colorado, Box 9 ~ Lockhart, Texas 78644 ~ (512) 398-4307 ~ Fax (512) 398-3297

Honorable Ruben Becerra
Hays County Judge
Hays County Courthouse
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

Re: Veterans Treatment Court Extension of Letter Agreement

Dear Judge Becerra:

On August 6, 2019, a Letter of Agreement formally outlining the joint duties and responsibilities regarding the Hays County Veterans Treatment Court was approved by Hays County Commissioner's Court. The Agreement included compensation reimbursement from the County of Hays to the Community Supervision and Corrections Department (CSCD) for the salary and fringe benefits of the assigned Community Supervision Officer not to exceed $51,880.00. On June 30, 2020, an extension agreement was signed with the same parameters.

As per the agreement, and contingent on approval by Commissioner's Court and continued funding from the Texas Veterans Commission to Hays County, the CSCD requests that the agreement signed on August 6, 2019 be extended for the period of one year beginning on July 1, 2021 and ending on June 30, 2022.

Sincerely,

Michael Hartman, CSCD Director
Counties of Caldwell, Comal, and Hays

Community Supervision and Corrections Department
Serving the Courts and Communities of Caldwell, Comal and Hays Counties
Michael Hartman – Director
1703 S. Colorado, Box 9 ~ Lockhart, Texas 78644 ~ (512) 398-4307 ~ Fax (512) 398-3297

Honorable Ruben Becerra
Hays County Judge
Hays County Courthouse
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

Re: Veterans Treatment Court

Dear Judge Becerra:

By way of this letter of agreement I would like to formally outline the joint duties and responsibilities regarding the Hays County Veterans Treatment Court.

Duties: The Hays Division of the Caldwell Community Supervision and Corrections Department (CSCD) will assign a Community Supervision Officer (CSO) dedicated to the Hays County Veterans Treatment Court. The CSO will monitor and keep a file record of the participant's compliance with Court ordered conditions providing a service to the Courts, community and the participants. Job duties would also entail necessary office and field work including face to face contact with the participants; conducting appropriate risk/need assessments including alcohol and drug screenings; maintain case files; and defendant transportation. The assigned CSO would adhere to the Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD) Standards, Departmental policies and authoritative statutes. CSO will participate and collaborate in staff meetings with the Hays County Veterans Treatment Court Team to discuss participants. The CSO providing services to the participants shall have and maintain all required certifications and other qualifications in order to maintain CSO Certification per TDCJ-CJAD Standards.

Compensation: Hays County agrees to reimburse the CSCD for the salary and fringe benefits of the assigned CSO. The total amounts of payment to the CSCD shall not exceed $51,88.00 for the agreement period. The reimbursement salary amount presently meets the needs of the CSCD. If a revision in the salary amount is determined to be needed, the CSCD will approach the Veterans Commission and the Hays County Commissioner's Court for approval. Invoices shall be presented to Hays County on a monthly basis.

Agreement Period: This agreement is for a period of one year beginning on July 1, 2019 and ending on June 30, 2020. This agreement may be renewed in one-year increments by the mutual consent of the Hays County Judge and the CSCD Director or their designees.

Modifications: This agreement may be modified at any time with the mutual consent of the Hays County Judge and the CSCD Director or their designees.

Termination: This agreement is subject to termination, without penalty, either in whole or in part, if funds are not appropriated by the Texas Veterans Commission to Hays County. Hays County shall only be obligated to compensate the CSCD for services performed and payments earned up to the date of termination.

Confidentiality: When applicable, records of identity, diagnosis, prognosis, or treatment of any defendant through this agreement shall be confidential and may be disclosed only in accordance with applicable law. Absent specific statutory authority to the contrary, no confidential information may be released without the Defendant's written consent.

Agreed as to Substance and Form.

Michael Hartman
Caldwell (Comal, Hays) CSCD Director

Honorable Ruben Becerra
Hays County Judge

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve specifications for IFB 2021-B11 Road Improvements: Remove & Replace Hot Mix and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	SHELL	N/A

SUMMARY

Hays County is issuing this Invitation for BID (IFB 2021-B11 Road improvements: Remove & Replace Hot Mix Hays County) to solicit bids to Remove and Replace Hot Mix in the following subdivision: Belterra.

Attached:
IFB 2021-B11 Road Improvements: Remove & Replace Hot Mix
Attachment A: IFB 2021-B11 Bid Form
Attachment B: Belterra Picture

SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2021-B11 **Road Improvements: Remove & Replace Hot Mix**	**Date Issued: June 17, 2021**

SOLICITATION

Respondents must submit proposals as listed: one (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct until:
1:00 p.m. local time July 1, 2021.
Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing@co.hays.tx.us	Questions concerning this IFB must be received in writing no later than 5:00 on June 30, 2021.	Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

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

NOTICE OF AWARD (To be completed by County)

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

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

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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XIV. Related Party Disclosure Form 32

Attachment A: IFB 2021-B04 Bid Form

Attachment B: Belterra Picture

I. IFB Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies the documents that MUST be submitted for the bid/proposal to be considered responsive, as well as the required forms requested by Hays County.

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

The following forms MUST be returned for the bid/proposal to be considered responsive:

____ 1. Solicitation, Offer and Award Form completed and signed

____ 2. Mandatory Bid Form: Attachment A

____ 3. Vendor Reference Form

Required Forms by Hays County:

____ 1. Conflict of Interest Questionnaire completed and signed

____ 2. Code of Ethics signed

____ 3. HUB Practices signed

____ 4. House Bill 89 Verification signed and notarized

____ 5. Senate Bill 252 Certification

____ 6. Debarment & Licensing Certification signed and notarized

____ 7. Vendor/Bidder's Affirmation completed and signed

____ 8. Related Party Disclosure Form

____ 9. Any addenda applicable to this solicitation

Hays County will accept bids, by the stated due date by one of the following methods:

____ 1. Electronic Submission of Bid Packet through BidNet Direct or

____ 2. One original of the proposal and a digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:

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

II. Summary

1. Type of Solicitation:	Request for Proposal
2. Solicitation Number:	IFB 2021-B11 Road Improvements: Remove & Replace Hot Mix
3. Issuing Office:	Hays County Auditor Purchasing Office 712 S. Stagecoach Trial, Suite 1071 San Marcos, TX 78666
4. Responses to Solicitation:	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope One (1) Original and one (1) digital copy on a thumb drive, or Electronic Bid packets can be submitted through BidNet Direct, no thumb Drive required.
5. Deadline for Responses:	In issuing office no later than: **Thursday, July 1, 2021; 1:00 p.m. Central Time (CT)**
6. Pre-Bid Meeting:	**Thursday, July 23, 2020 at 1:30 PM (CT)**
7. Bonding Requirements:	Bid Bond: 5% of total bid amount due at bid submittal Performance and Payment Bonds: 100% of Contract Price within 10 days of award
8. Initial Contract Term:	July 2021-September 17, 2021
9. Optional Contract Terms:	None
10. Designated Contact:	Hays County Purchasing Email: purchasing@co.hays.tx.us
11. Questions & Answers:	**Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than June 30, 2021; 5:00 p.m. CT. <u>Telephone inquiries will not be accepted.</u>** Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD

websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

12. Addenda

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

13. Contact with County Staff:

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

Anticipated Schedule of Events

June 17, 2021	Issuance of IFB
June 23, 2021	Pre-Bid Meeting (1:30 PM CT)
June 30, 2021	Deadline for Submission of Questions (5:00 PM CT)
July 1, 2021	Deadline for Submission of Proposals (1:00 PM CT) **Late bids will not be accepted.**
July	Anticipated contract award date

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids to Remove and Replace Hot Mix in the following subdivision: Belterra.

Special Specification:

- Special Specification 3076 and 351 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges shall govern this project. A TXDOT approved tracking resistant asphalt tack coat shall be used prior to paving with Type D mix is specified. Contractor shall provide QA/QC with minimum of 3 bulk samples/ 3 cores per day of work for density compaction.

Milling in Preparation of Paving:

- In locations determined by the Hays County Representative pavement will be milled to 5" depth from existing paving. The Contractor will provide the trucking and the dumpsite for haul off materials. After milling the location will be free of loose material and a tack coat applied prior to paving. B mix shall not be placed until underlying prepared base is approved by Hays County. Proof rolling of the prepared base may be required. Rutting or pumping will require re-work.

Paving Operations:

- Paving will be conducted per specifications. 3" lift of B mix followed by 2" of D mix. Proper time between lifts to allow cooling and a tack coat of surface and edges between lifts of mix.

Post-Paving Cleanup:

- All post-paving clean-up will be the responsibility of the Contractor.

Traffic Control/Safety Operations:

- Safety warning signage, flagger operations, and traffic control shall be the responsibility of the Contractor and shall meet TxDOT standards.
- Contractor supplied temporary reflective centerline tabs shall be placed after each day's paving operation.

Scheduling:

- All paving operations shall be scheduled through the Hays County Transportation Department.

All named roadways shall be completed no later than:

- September 17, 2021

Notification Along Residential Streets:

- Two days prior to paving the Contractor shall notify all residents of upcoming operations, giving instructions regarding moving vehicles out of the area of operations.

Hays County reserves the right to refuse or reject any materials that do not meet the requirements of the specifications. Any materials refused or rejected based on non-conformance with the specifications shall be removed at no cost to the County.

B. Project Description

Paving Worksite: Bid according to bid sheet instructions:

1. Belterra Subdivision
   a. 5” milling depth Belterra Dr (3" B mix, 2" D mix) Estimated 12,000 SYD
2. Contractor is responsible for removing, by milling to a depth of 5”.
   a. Milling Operations: Contractor is responsible for milling, rolling, and otherwise preparing the underlying base to accept the new hotmix surface. All cold joints/edges will be inspected by a Hays County Representative prior to paving.
   b. The Contractor will provide trucking and haul-off site for materials.
   c. Reference Attachment B: General Location Maps (locations are estimated/actual locations will be determined by a Hays County Representative)
   d. B mix shall not be placed until underlying prepared base is approved by Hays County. Proof rolling of the prepared base may be required. Rutting or pumping will require re-work.

C. Qualifications

RESPONSIBILTY: A prospective bidder must affirmatively demonstrate bidder’s responsibility. A prospective bidder must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing materials, loading materials, delivering materials, etc.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the bid.

INSURANCE: The successful bidder will be required to furnish proof of insurance for Workers’ Compensation, Auto Liability and General Liability before any work may begin.

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

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

D. Mandatory Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2021-B11 Bid Form.

<u>Per Square Yard Bid for project:</u>

- Pricing per square yard should include a turn-key install and include all cost of the project.
- Submit bid pricing as cost per square yard of all locations combined.
- Award will be based on qualifications and total per square yard bid for all projects combined based on estimated square yardage. Contract payment will be made by square yards completed. Price per square yard to be used if square yardage is increased due to miscalculations or if additional paving work is requested at or near each site.

Estimated square yardage shown are for bid purposes only.

Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

ESTIMATED QUANTITIES: Quantities listed on the bid form are approximations of job quantities per ton and will be used for the comparison of bids. Individual jobs and payments will be made in accordance with delivery tickets.

E. Submittal Requirements

Vendor must deliver their proposals to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

- One (1) original proposals with required forms manually signed by Vendor with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive
- All items must be in a sealed envelope marked with the Solicitation Number and Vendor Name on the outermost envelope

Electronic Proposals:

- Upload proposal with required forms manually signed by Vendor
- No thumb drive required with electronic submissions
- www.bidnetdirect.com/hayscounty

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

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present. All unofficial bid results will be posted on the following two sites, until an award has been made in Commissioners Court:

Hays County: https://hayscountytx.com/departments/auditor/purchasing/bidding-opportunities/

BidNet Direct: https://www.bidnetdirect.com/texas/hayscounty

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

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

WITHDRAWING OF PROPOSAL: A proposal may be withdrawn at any time prior to the official opening. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

FORMS: All proposals must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the proposal.

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

F. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

The bid award shall be based on but not necessarily limited to, the following factors:

- Total price
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- Hays County's evaluation of vendor's ability to perform
- Vendor's references

RESPONSIBILTY: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

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

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Manager shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be ninety (90) calendar days.

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

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

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

CONTRACT TERM: The term of this contract will begin on the effective date of this contract and remain in effect until September 25, 2020 or until successful project completion. Contract may be extended by the Commissioners Court of Hays County.

G. Bond Requirements

BID BOND: A Bid Bond shall be submitted with your offer. It shall be in the amount of 5% of the total bid amount and in the form of a certified or cashier's check or bid bond issued by a surety company authorized to do business in Texas. Within Ten (10) days of award, it may be returned to you, if you are the unsuccessful offer. If you are the awardee, it shall be held until a Performance Bond is received as explained below.

PERFORMANCE & PAYMENT BONDS: Contractor shall furnish Performance and Payment Bonds to the County Purchasing Manager within ten (10) calendar days of notification of contract award. Each shall be in the amount at least equal to the contract price, as security for the faithful performance and payment of all of contractor's obligations under the contract documents. Even though a contract may be awarded, no contract is deemed to exist until the proper Performance Bond has been received. The bonds are to be issued from a surety company holding a license from the State of Texas to act as a surety. These bonds shall remain in effect until final acceptance by the Engineer and until a Maintenance Bond, which will run for a period of two (2) years after the successful completion of all work under the contract and acceptance of Hays County, is obtained and provided to the county. A Maintenance Bond guarantees all work under the contract to be free from faulty materials and free from improper workmanship, and against injury from proper and usual wear, and guarantees to replace or to re-execute, without cost to Hays County, such work as may be found to be improper or imperfect, and to make good all damage caused to the other work of materials, due to such required replacement or re-execution. At your request, the Performance Bond shall be returned by the County upon completion of the contract and final acceptance of all items in the contract. Neither the final certificate, nor payment, nor any provision in the contract documents shall relieve the contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the Maintenance Bond. If the awardee fails to perform any of the services required by the contract within ten (10) days of receipt of written demand for performance from County or if the awardee fails to correct or replace defective goods or products within ten (10) days from receipt of written demand, the contract is deemed BREACHED and is cause for termination of the contract. A contract terminated for cause results in retention of the Bond by County for liquidated damages.

H. Warranty of Performance

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

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

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

LIQUIDATED DAMAGES FOR DELAYS: If the work is not substantially complete by September 25, 2020, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to

determine the actual damages occasioned by the delay) the amount of $ 500 (five hundred dollars) for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

EXCUSABLE DELAYS: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
2. Any acts of the County;
3. Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;

Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

IV. General Terms and Conditions for Solicitations Applicable To: Invitations for Bid (IFB)

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

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

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

4. INVOICING/PAYMENTS:
    a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
    b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
    c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
    County Auditor
    712 S Stagecoach Trail, Suite 1071
    San Marcos, Texas 78666

d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.

5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.

7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.

8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.

9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
    a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
    b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

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

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

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

15. ASSIGNMENT:

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

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

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

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

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

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

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

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

22. GRATUITIES: Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

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

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

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

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

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

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

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

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

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

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

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

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

Automobile Liability:	
Bodily Injury (Each person)	$1,000,000.00
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):

General Aggregate	$2,000,000.00
Product completed operations aggregate	$2,000,000.00
Bodily Injury (Each accident)	$2,000,000.00
Property Damage	$2,000,000.00

Employers Liability:	
Each accident	$1,000,000.00
Each employee for disease	$1,000,000.00
Policy limit for disease	$1,000,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

VI. Certificate of Interested Parties

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

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

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

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity — Date

Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

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

Please sign for acknowledgement of the Hays County HUB Practices:

_____ _____

Signature Date

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____

Signature of Company Representative Date

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

NOTARY SEAL

_____

Notary Public in and for the State of Texas

_____

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

On this day, I, _____, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

_____

Purchasing Representative

_____

Date

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

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

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

_____
Notary Public in and for the State of Texas

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

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

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

_____
Name of Contracting Company

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

_____

_____
Signature of Company Official Authorizing Bid/Offer

_____ _____
Printed Name Title

_____ _____
Email Address Phone

XIV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

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

_____

Employee or Former Employee Name Title

_____

Name of Related Person Title Relationship

Section D: No Known Relationships

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

_____

_____

_____

Attach additional pages if necessary.

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

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

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

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

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

Attachment A: IFB 2021-B11 BID FORM
ROAD IMPROVEMENTS: REMOVE & REPLACE HOT MIX

All Projects are TXDOT Special Specification 3076 Type B and Type D Hot Mix.

Per Square Yard Bid for project:

- Pricing per square yard should include a turn-key install and include all cost of the project.
- Submit bid pricing as cost per square yard of all locations combined.
- Award will be based on qualifications and total per square yard bid for all projects combined based on estimated square yardage. Contract payment will be made by square yards completed. Price per square yard to be used if square yardage is increased due to miscalculations or if additional paving work is requested at or near each site. Estimated square yardage shown are for bid purposes only.

Per Square Yard Bid includes Milling 5" Depth, Replacing 3" Type B Mix and 2" Type D Mix

Subdivision	Price per Square Yard	Estimated Square Yards*	Total Job Cost
Belterra	**$**	**12,000**	**$**

Total Bid	**$**

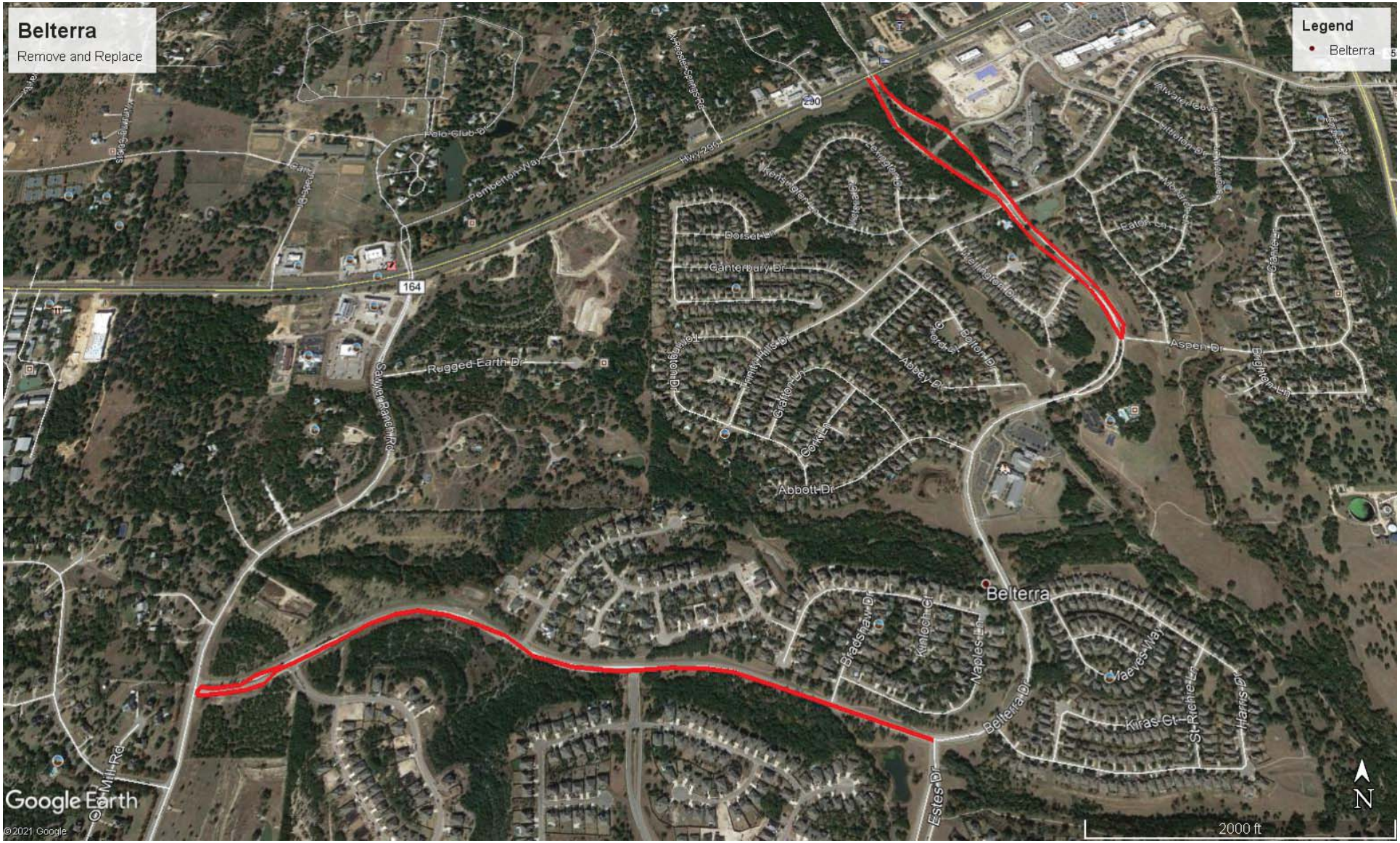
Total Amount of entire bid: **$**
Total amount of entire bid (written out):

*Award will be based on qualifications and total per square yard bid for all projects combined based on estimated square yardage. Contract payment will be made by square yard completed. Price per square yard to be used if square yardage is increased due to miscalculations or if additional paving work is requested at or near each site. Estimated square yardage shown are for bid purposes only.

The undersigned by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, specifications and the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agree to the terms herein.

(Signature of person authorized to sign bid)

(Printed name and title of signer) (Date)


Belterra
Remove and Replace
Legend
Belterra
Pelo Club Dr
Pemberton Way
Hwy 290
Reese Sevens Rd
Dorset Ln
Canterbury Dr
164
Rugged Earth Dr
Sawyer Ranch Rd
Abbott Dr
Aspen Dr
Belterra
Belterra Dr
Kiras Ct
Estes Dr
Old Mill Rd
Google Earth
©2021 Google
2000 ft
N

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 grant agreement with the Texas Water Development Board, Flood Infrastructure Fund for the Onion Creek Watershed Study.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	$215,000.00

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
T.CRUMLEY/PACHECO	JONES	SMITH

SUMMARY

The scope of study for the Hays County Onion Creek hydraulics will include about 71 miles of detailed analysis (Zone AE floodplains) and 193 miles of limited detail or approximate analysis (Zone A floodplains). The proposed study will update all of these models and develop the associated FEMA mapping with Atlas 14 flows produced by the City of Austin Hydrology study.

If there are no comments or questions regarding the contract, the agreement will formally be sent to the county via DocUsign for signature.

The total project cost $430,000.
Match required: $215,000

Project completion: June 1, 2024
Contract Expiration Date: August 1, 2024.

STATE OF TEXAS TWDB Commitment No. G1001285

COUNTY OF TRAVIS Flood Infrastructure Fund Category 1

Hays County

This Contract, (hereinafter "CONTRACT"), between the Texas Water Development Board (hereinafter "TWDB") and Hays County (hereinafter "GRANTEE"), is composed of two parts, SECTION I - SPECIFIC CONDITIONS AND EXCEPTIONS TO THE STANDARD AGREEMENT and SECTION II - STANDARD AGREEMENT.

SECTION I - SPECIFIC CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT

ARTICLE I DEFINITIONS

For the purposes of this CONTRACT, the following terms or phrases are defined as follows:

1. TWDB – The Texas Water Development Board, or its designated representative

2. GRANTEE – Hays County

3. EXECUTIVE ADMINISTRATOR – The Executive Administrator of TWDB or a designated representative

4. PARTICIPANT(S) – N/A

5. REQUIRED INTERLOCAL AGREEMENT(S) – Flood Control Interlocal Agreement Between Hays and Travis Counties

6. TWDB APPROVAL DATE – December 17, 2020

7. PROJECT – A regional flood planning study of the PROJECT AREA identified as Project #40077, as more specifically described in **EXHIBIT A**, Detailed Description of the Project Service Area and **EXHIBIT B**, Scope of Work.

8. PROJECT AREA – Onion Creek watershed in Hays County (HUC-10 1209020504), as more specifically defined in **EXHIBIT A**, Detailed Description of the Project Service Area.

9. DEADLINE FOR CONTRACT EXECUTION – June 30, 2021

10. CONTRACT INITIATION DATE – The date CONTRACT is signed by the EXECUTIVE ADMINISTRATOR as shown on the last page of this CONTRACT document.

11. FINAL REPORT – The report including deliverables as described in **EXHIBIT B**,

Scope of Work, and all maps, models, and other data gathered and developed for the PROJECT as described in TWDB guidance.

12. PROJECT COMPLETION DATE – June 1, 2024

13. CONTRACT EXPIRATION DATE – August 1, 2024

14. TOTAL PROJECT COST – $430,000.00

15. TWDB SHARE OF THE TOTAL PROJECT COST – The lesser of $215,000.00 or 50 percent of the total cost.

16. LOCAL SHARE OF THE TOTAL PROJECT COST – $215,000.00 in cash and/or in-kind contributions or 50 percent of the total costs.

17. PAYMENT REQUEST SCHEDULE – Not less than quarterly but not more frequently than monthly.

18. SURPLUS FUNDS – Those funds remaining after the GRANTEE has submitted final accounting to the EXECUTIVE ADMINISTRATOR, including interest earned.

19. PROJECT ACCOUNT – An account dedicated to the payment of PROJECT costs.

20. ELIGIBLE EXPENSES – The expenses allowed by TWDB program requirements and authorized by the TWDB in the approved Project Task and Expense Budget. Expenses incurred prior to March 12, 2020, are not ELIGIBLE EXPENSES.

21. ESCROW ACCOUNT – An account established by GRANTEE that will be used to manage the grant funds in accordance with an escrow agreement acceptable to the EXECUTIVE ADMINISTRATOR until the EXECUTIVE ADMINISTRATOR authorizes the release of the grant funds to the PROJECT ACCOUNT.

ARTICLE II SPECIAL CONDITIONS

OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT OF THIS CONTRACT

1. Prior to closing, GRANTEE must execute an escrow agreement or trust agreement, approved as to form and substance by the EXECUTIVE ADMINISTRATOR, and must submit that executed agreement to TWDB.

SECTION II - STANDARD AGREEMENT

ARTICLE I RECITALS

Whereas, GRANTEE applied to TWDB for financial assistance to conduct flood protection planning for the PROJECT AREA;

Whereas, GRANTEE will commit cash and/or in-kind services to pay for the LOCAL SHARE OF THE TOTAL PROJECT COST;

Whereas, GRANTEE is the entity that will act as administrator of the PROJECT and will be responsible for the execution of this CONTRACT;

Whereas, on TWDB APPROVAL DATE, TWDB approved GRANTEE's application for financial assistance for the PROJECT, consisting of reimbursement of the TWDB SHARE OF THE TOTAL PROJECT COST;

Now, therefore, TWDB and GRANTEE agree as follows:

ARTICLE II PROJECT DESCRIPTION AND SERVICES TO BE PERFORMED

1. TWDB enters into this CONTRACT pursuant to Texas Water Code § 15.405; **EXHIBIT A**, Detailed Description of the Project Service Area; **EXHIBIT B**, Scope of Work; **EXHIBIT C**, Task and Expense Budgets; **EXHIBIT D**, Guidelines for Authors Submitting Contract Reports to the Texas Water Development Board; and **EXHIBIT E**, TWDB Guidelines for a Progress Report, which are incorporated herein and made a permanent part of this CONTRACT.

2. GRANTEE will conduct the PROJECT for the PROJECT AREA, as delineated and described in **EXHIBIT A**, and according to the Scope of Work contained in **EXHIBIT B**. GRANTEE will be solely responsible for all costs that exceed the Task and Expense Budgets for the PROJECT, **EXHIBIT C**.

3. GRANTEE must hold public meetings with consultants, local entities, TWDB, and any other interested parties to describe the PROJECT and to solicit input and comments from the affected public. Public meetings must be conducted in accordance with the Texas Open Meetings Act (in accordance with Section II, Article X, Paragraph 2H) and held as determined by GRANTEE and TWDB as detailed below.

   GRANTEE must hold at least two public meetings as follows:

   A. One meeting should occur toward the beginning of the project during data collection phase, to inform people of the project, how the study outcome will benefit the community, and gather any additional project related information that people have to share including location of flood risk

B. One meeting should be held toward the end of the project to present the key findings of the study, how the study outcome will benefit the community, communicate any identified flood risks in the study area and receive feedback.

C. For larger projects, and projects involving alternative solution identification, an additional meeting/hearing should be scheduled to present project updates and receive feedback.

ARTICLE III CONTRACT TERM, SCHEDULE, REPORTS, AND OTHER REQUIREMENTS

1. GRANTEE has until the DEADLINE FOR CONTRACT EXECUTION to execute this CONTRACT and to provide acceptable evidence of any REQUIRED INTERLOCAL AGREEMENTS and evidence of GRANTEE's ability to provide the LOCAL SHARE OF THE TOTAL PROJECT COST, if applicable, and any applicable federal share. Otherwise, TWDB SHARE OF THE TOTAL PROJECT COST will be rescinded.

2. This CONTRACT begins and GRANTEE begins performing its obligations hereunder on the CONTRACT INITIATION DATE and ends on the EXPIRATION DATE. Delivery of an acceptable FINAL REPORT for the PROJECT no later than the EXPIRATION DATE constitutes completion of the terms of this CONTRACT.

3. A progress report, including results to date, must be provided to the EXECUTIVE ADMINISTRATOR throughout the project on the same timetable as the PAYMENT REQUEST SCHEDULE. Interim reports on special topics and/or results must be provided as requested. Instructions for the progress report are shown in **EXHIBIT E**.

4. GRANTEE must complete a draft Report. Draft Reports must include an Executive Summary, Table of Contents, List of Figures, List of Tables, a List of References, Conclusion including key findings and recommendations, and any other pertinent information such as the Scope of Work or other diagrams, graphics, or tables to explain the procedures and results of the PROJECT. The Draft Report also must include an electronic copy of any computer programs, maps, or models along with any manuals or sample data set(s) developed under the terms of this CONTRACT. GRANTEE must deliver one (1) Portable Document Format (PDF) copy, with searchable text of the Draft Report to the EXECUTIVE ADMINISTRATOR no later than the PROJECT COMPLETION DATE. All Draft Reports must be prepared according to **EXHIBIT D**. After a 45-day review period, the EXECUTIVE ADMINISTRATOR will return review comments to GRANTEE.

5. GRANTEE must consider incorporating comments from the EXECUTIVE

ADMINISTRATOR and other commenters on all draft deliverables into the FINAL REPORT. GRANTEE must attach a copy of the EXECUTIVE ADMINISTRATOR's comments in the FINAL REPORT. GRANTEE must submit one (1), or more as requested by the TWDB project manager, physical copy (bound) and one (1) electronic copy of the entire FINAL REPORT in Portable Document Format (PDF), with searchable text, to the EXECUTIVE ADMINISTRATOR no later than the EXPIRATION DATE. GRANTEE must submit one (1) electronic copy of any computer programs or models and an operations manual developed under the terms of this CONTRACT. In compliance with Texas Administrative Code, Title 1, Part 10, Chapters 206 and 213 (related to Accessibility and Usability of State Web Sites), the digital copy of the FINAL REPORT must comply with the requirements and standards specified in statute. After a 30-day review period, the EXECUTIVE ADMINISTRATOR will either accept or reject the FINAL REPORT. If the FINAL REPORT is rejected, the rejection letter sent to GRANTEE will state the reasons for rejection and the steps GRANTEE needs to take to have the FINAL REPORT accepted and the retainage released. The CONTRACT may be extended if necessary and allowable, based on the state funding source, to allow time for GRANTEE to resubmit the FINAL REPORT.

6. The EXECUTIVE ADMINISTRATOR may extend the PROJECT COMPLETION DATE and the EXPIRATION DATE upon written approval. GRANTEE must notify the EXECUTIVE ADMINISTRATOR in writing within ten (10) working days prior to the PROJECT COMPLETION DATE or thirty (30) days prior to the EXPIRATION DATE that GRANTEE is requesting an extension to the respective dates.

7. If GRANTEE is a retail public utility as defined in Texas Water Code § 13.002 and GRANTEE provides potable water, then GRANTEE annually must perform and file a water audit computing GRANTEE's most recent annual system water loss with TWDB. The first water audit must be submitted by May 1st following the passage of one year after the effective date of this Agreement and then by May 1st every year thereafter during the term of this Agreement. GRANTEE agrees to comply with 31 TAC § 358.6 relating to water audits.

8. During the Term of this Agreement, GRANTEE must submit an annual audit of the general-purpose financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) by a certified public accountant or licensed public accountant. Audits must be submitted to TWDB no later than 120 days after the close of GRANTEE's fiscal year.

ARTICLE IV COMPENSATION AND REIMBURSEMENT

1. TWDB agrees to compensate and reimburse GRANTEE in a total amount not to exceed TWDB SHARE OF THE TOTAL PROJECT COST for costs incurred by GRANTEE pursuant to performance of this CONTRACT. GRANTEE will contribute local funds, if applicable, in sources and amounts defined as the LOCAL SHARE OF

THE TOTAL PROJECT COST. TWDB will reimburse GRANTEE for ninety-five percent (95%) of TWDB SHARE OF THE TOTAL PROJECT COST pending GRANTEE's performance, completion of the PROJECT, and written acceptance of said PROJECT by the EXECUTIVE ADMINISTRATOR, at which time TWDB will pay the retained five percent (5%) to GRANTEE.

2. TWDB will deposit the TWDB SHARE OF THE TOTAL PROJECT COST in an approved ESCROW ACCOUNT to be released to GRANTEE's PROJECT ACCOUNT at the direction of the EXECUTIVE ADMINISTRATOR.

3. GRANTEE must submit TWDB Outlay Report forms identifying:

   A. the total amount of expenses incurred by GRANTEE for the period covered by the Outlay Report; and

   B. identification and description of LOCAL SHARE OF THE TOTAL PROJECT COST for the billing period, if applicable, and any applicable federal or other share for the billing period; and

   C. invoices, receipts, or other documentation satisfactory in form and in substance to TWDB sufficient to establish the requested amount as an eligible expense incurred by the GRANTEE.

4. EXECUTIVE ADMINISTRATOR will authorize the release of TWDB SHARE OF THE TOTAL PROJECT COST from the ESCROW ACCOUNT when Outlay Reports have been approved by TWDB.

5. GRANTEE must use grant funds for ELIGIBLE EXPENSES. GRANTEE must return any grant funds that are used for expenses that cannot be verified as eligible or that are ineligible. The amount of grant funds used for any ineligible or unverified expenses must be credited against verified ELIGIBLE EXPENSES. If the total amount of ELIGIBLE EXPENSES is insufficient to fully offset the amount of improperly expended grant funds, the GRANTEE must use other funds to fully repay the TWDB. This Section II, Article IV, Item 5 survives the termination or expiration of this Agreement.

6. GRANTEE must submit payment requests and documentation for reimbursement billing according to the PAYMENT REQUEST SCHEDULE.

7. GRANTEE is responsible for any food or entertainment expenses incurred by its own organization or that of its subcontractors, outside that of eligible travel expenses authorized and approved by the State of Texas under this CONTRACT.

8. Travel expenses are limited to travel expenses authorized for state employees by the Texas Comptroller of Public Accounts at https://fmx.cpa.texas.gov/fmx/travel/textravel/rates/current.php, as amended or

superseded. Receipts required for lodging; as well as copies of invoices or tickets for transportation costs or, if not available, names, dates, and points of travel of individuals.

9. GRANTEE is responsible for submitting any final payment request and documentation for reimbursement, along with a request to release any retained funds, no later than 60 days following the EXPIRATION DATE. Failure to submit a timely final payment request may result in closure of the CONTRACT. After closure of the CONTRACT, any SURPLUS FUNDS will be unavailable for reimbursement.

10. GRANTEE must provide a final accounting of funds expended on the PROJECT and return any SURPLUS FUNDS remaining after GRANTEE has submitted a final accounting to the EXECUTIVE ADMINISTRATOR.

ARTICLE V INTELLECTUAL PROPERTY

1. It is agreed that all works developed by GRANTEE and any subcontractors using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or part of this CONTRACT, including but not limited to reports, drafts of reports, material, data, drawings, studies, analyses, notes, plans, computer programs and codes, or other work products, whether final or intermediate, are the joint property of TWDB and GRANTEE. GRANTEE hereby conveys co-ownership of such works to TWDB as they are created in whole or part. If present conveyance is ineffective under applicable law, GRANTEE agrees to convey a co-ownership interest of such works to TWDB after creation and to provide written documentation of such conveyance upon request by TWDB. TWDB and GRANTEE each have full and unrestricted rights to use such works with no compensation obligation.

2. GRANTEE must include terms and conditions in all contracts or other engagement agreements with any subcontractors as are necessary to secure these rights and protections and must require that subcontractors include similar such terms and conditions in any contracts or other engagements with their subcontractors.

3. To the extent allowed by law, GRANTEE must make all reports, drafts of reports, data, drawings, studies, analyses, models, notes, plans, computer programs and codes, or other work products, whether final or intermediate, available to the regional flood planning group appliable to the PROJECT AREA within a reasonable time after a request from the regional flood planning group.

ARTICLE VI AMENDMENT, TERMINATION, AND STOP ORDERS

1. This CONTRACT may be altered or amended by mutual written consent of the GRANTEE and the EXECUTIVE ADMINISTRATOR. This CONTRACT may be terminated by the EXECUTIVE ADMINISTRATOR at any time by written notice to

GRANTEE. PROJECT schedule dates and deadlines as outlined in Section I, Article I may not be revised without written approval by TWDB and amendment to this CONTRACT. Upon receipt of such termination notice, GRANTEE must, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this CONTRACT and cancel all existing orders insofar as such orders are chargeable to this CONTRACT. GRANTEE must submit a statement showing in detail the work performed under this CONTRACT to the date of termination. TWDB will pay GRANTEE that proportion of the prescribed fee which applies to the work that is actually performed under this CONTRACT, less all payments that have been previously made. Thereupon, copies of all work accomplished under this CONTRACT must be delivered to TWDB.

2. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to GRANTEE at any time. Upon receipt of such order, GRANTEE must discontinue all work under this CONTRACT and cancel all orders pursuant to this CONTRACT, unless the order directs otherwise. The GRANTEE may not resume work under this CONTRACT unless the EXECUTIVE ADMINISTRATOR issues a Restart Order. If the EXECUTIVE ADMINISTRATOR does not issue a Restart Order within 60 days after the Stop Work Order, this CONTRACT is terminated in accordance with the foregoing provisions.

ARTICLE VII SUBCONTRACTS

1. Each Subcontract entered into to perform required work under this CONTRACT must contain the following:

    A. A detailed budget estimate with specific cost details for each task or specific item of work to be performed by the Subcontractor and for each category of reimbursable expenses.

    B. A clause stating the following: "Subcontractor agrees and acknowledges that it is subject to all applicable requirements of the master contract between (Contractor Name) and the Texas Water Development Board. Subcontractor adopts by reference the requirements of Article VII of the TWDB Contract for this Subcontract."

All Subcontracts entered into to perform required work under this CONTRACT are also subject to the following requirements:

1. the Subcontract is subject to audit by the Texas State Auditor's Office, and Subcontractor must cooperate with any request for information from the Texas State Auditor, as further described in Section II, Article X, Paragraph 1K;

2. payments under the Subcontract are contingent upon appropriation of funds by the Texas Legislature, as further described in Section II, Article X, Paragraph 1C;

3. ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Subcontractor or GRANTEE will become data, materials and work owned by TWDB and Subcontractor will have no proprietary rights in such data, materials and work papers, except as further described in Section II, Article V;

4. Subcontractor must keep timely and accurate books and records of accounts according to Generally Accepted Accounting Principles;

5. Subcontractor is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and

6. Subcontractor is an independent contractor and-TWDB has no liability resulting from any failure of Subcontractor that results in breach of contract, property damage, personal injury or death.

ARTICLE VIII LICENSES, PERMIT, AND INSURANCE

1. For the purpose of this CONTRACT, GRANTEE will be considered an independent contractor (in accordance with Section II, Article X, Paragraph 2D) and therefore solely responsible for liability resulting from negligent acts or omissions. GRANTEE must obtain all necessary insurance that, in the judgment of GRANTEE and consistent with the standard practices of the industry or GRANTEE, is necessary to protect themselves, TWDB, and employees and officials of TWDB from liability arising out of this CONTRACT.

2. GRANTEE is solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for GRANTEE to perform the subject work.

ARTICLE IX SEVERABILITY

Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or for any reason whatsoever, of no force and effect, such provision(s) will be construed as severable from the remainder of this CONTRACT and will not affect the validity of all other provisions of this CONTRACT which will remain of full force and effect.

ARTICLE X GENERAL TERMS AND CONDITIONS

1. **GENERAL TERMS**

A. **Disaster Recovery Plan.** Upon request of TWDB, GRANTEE must provide descriptions or copies of its business continuity and disaster recovery plans.

B. **Dispute Resolution.** The dispute resolution process provided for in Texas Government Code Chapter 2260 must be used to attempt to resolve any dispute arising under this CONTRACT.

C. **Excess Obligations Prohibited/No Debt Against the State.** This CONTRACT is subject to termination or cancellation without penalty to TWDB, either in whole or in part, subject to the availability of state funds.

D. **False Statements.** If GRANTEE signs its application with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, guarantees, warranties, certifications, or affirmations included in its application, GRANTEE will be in default under the CONTRACT and TWDB may terminate or void the CONTRACT.

E. **Force Majeure**. Neither GRANTEE nor TWDB will be liable to the other for any delay in or failure of performance of any requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

F. **Governing Law and Venue.** This CONTRACT is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this CONTRACT is fixed in any court of competent jurisdiction in Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TWDB.

G. **Applicable Laws**. In consideration of the performance of the mutual agreements set forth in this CONTRACT, the GRANTEE, by and through its designated and authorized representatives agrees to implement the PROJECT in compliance with all state and federal laws and regulations that may be applicable; Texas Water Code, Chapter 15, Subchapters F and I; 31 Texas Administrative Code Chapter 355; and TWDB Guidance.

H. **Remedies.** TWDB has all remedies available in law or equity, including remedies available under Texas Water Code §§ 6.114 and 6.115.

I. **Indemnification.** TO THE EXTENT ALLOWED BY LAW, GRANTEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TWDB, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE MUST BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND TWDB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

J. **Public Information Act.** GRANTEE understands that TWDB will comply with the Texas Public Information Act, Texas Government Code Chapter 552, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this CONTRACT may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Texas Government Code § 2252.907, GRANTEE is required to make any information created or exchanged with the State pursuant to this CONTRACT, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

K. **State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the CONTRACT or indirectly through a subcontract under the CONTRACT The acceptance of funds directly under the CONTRACT or indirectly through a subcontract under the CONTRACT acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

L. **National Flood Insurance Program.** The appropriate entities within the PROJECT AREA must currently enforce and continue to enforce floodplain management standards at least equivalent to National Flood Insurance Program minimum standards and may exceed the National Flood Insurance Program minimum standards.

M. **Investment and Collateralization of Public Funds.** Grant proceeds are public funds and, as such, these proceeds must be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

2. STANDARDS OF PERFORMANCE

A. **Personnel.** GRANTEE must assign only qualified personnel to perform the services required under this CONTRACT. GRANTEE is responsible for ensuring that any Subcontractor utilized also assigns only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skill, and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.

B. **Professional Standards.** GRANTEE must provide the services and deliverables in accordance with applicable professional standards. GRANTEE represents and warrants that it is authorized to acquire Subcontractors with the requisite qualifications, experience, personnel, and other resources to perform in the manner required by this CONTRACT.

C. **Procurement Laws**. GRANTEE must engage in competitive procurements for work on the Project. All purchases for goods, services, or commodities made with funds provided under this CONTRACT must comply with State and local procurement and contracting laws.

D. **Party Relationship**. Both the GRANTEE and TWDB, in the performance of this CONTRACT, 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 will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

E. **Proprietary and Confidential Information.** GRANTEE warrants and represents that any information that is proprietary or confidential and is received by GRANTEE from TWDB or any governmental entity will not be disclosed to third parties without the written consent of TWDB or applicable governmental entity, whose consent will not be unreasonably withheld.

F. **Contract Administration.** TWDB will designate a project manager for this CONTRACT. The project manager will serve as the point of contact between TWDB and GRANTEE. TWDB's project manager will supervise TWDB's review of GRANTEE's technical work, deliverables, draft reports, the FINAL REPORT, payment requests, schedules, financial and budget administration, and similar matters. The project manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive

strict performance of the terms or conditions of the CONTRACT.

G. Nepotism. GRANTEE must comply with Texas Government Code Chapter 573 by ensuring that no officer, employee or member of GRANTEE's governing body votes or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee or governing body member related to such person in the prohibited degree.

H. Open Meetings. GRANTEE must comply with Texas Government Code Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law.

3. AFFIRMATIONS AND CERTIFICATIONS

A. **Antitrust Affirmation.** GRANTEE represents and warrants that, in accordance with Texas Government Code § 2155.005, neither GRANTEE nor any firm, corporation, partnership, or institution represented by GRANTEE, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business & Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of the proposal resulting in this CONTRACT to any competitor or any other person engaged in the same line of business as GRANTEE.

B. **Child Support Obligation Affirmation.** Under Texas Family Code § 231.006, GRANTEE certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified grant, loan or payment, and acknowledges that this CONTRACT may be terminated and payment may be withheld if this certification is inaccurate.

C. **Dealings With Public Servants.** Pursuant to Texas Government Code § 2155.003, GRANTEE represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the goods or services being supplied.

D. **Debts and Delinquencies Affirmation.** GRANTEE agrees that any payments due under the CONTRACT will be applied towards any debt or delinquency that is owed to the State of Texas.

E. **E-Verify Program.** GRANTEE certifies that for contracts for services, GRANTEE will utilize the U.S. Department of Homeland Security's E-Verify system during

the term of the CONTRACT to determine the eligibility of: (1) all persons employed by GRANTEE to perform duties within Texas; and (2) all persons, including Subcontractors, assigned by GRANTEE to perform work pursuant to the CONTRACT within the United States of America.

F. **Entities that Boycott Israel.** Pursuant to Texas Government Code § 2270.002, GRANTEE certifies that either (1) it meets one of the exemption criteria under § 2270.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the CONTRACT resulting from this solicitation. GRANTEE must state any facts that make it exempt from the boycott certification.

G. **Excluded Parties.** GRANTEE certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

H. **Executive Head of a State Agency Affirmation.** In accordance with Texas Government Code § 669.003, relating to contracting with the executive head of a state agency, GRANTEE certifies that it is not: (1) the executive head of TWDB; (2) a person who at any time during the four years before the date of this CONTRACT was the executive head of TWDB; or (3) a person who employs a current or former executive head of TWDB.

If § 669.003 applies, the GRANTEE must provide the following information:

Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Respondent: _____
Date of Employment with Respondent: _____

I. **Financial Participation Prohibited.** Pursuant to Texas Government Code § 2155.004(a), GRANTEE certifies that neither GRANTEE nor any person or entity represented by GRANTEE has received compensation from TWDB or any agency of the State of Texas for participation in the preparation of the specifications or solicitation on which this CONTRACT is based. Under Texas Government Code § 2155.004(b), GRANTEE certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified CONTRACT and acknowledges that this CONTRACT may be terminated and payment withheld if this certification is inaccurate.

J. **Foreign Terrorist Organizations.** GRANTEE represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.

K. **Human Trafficking Prohibition**. Under Texas Government Code § 2155.0061, GRANTEE certifies that the GRANTEE is not ineligible to receive the specified CONTRACT and acknowledges that this CONTRACT may be terminated and

payment withheld if this certification is inaccurate.

L. **Lobbying Prohibition.** GRANTEE represents and warrants that TWDB's payments to GRANTEE and GRANTEE's receipt of appropriated or other funds under the CONTRACT are not prohibited by Texas Government Code §§ 556.005 or 556.0055, related to the prohibition on payment of state funds to a lobbyist or for lobbying activities.

M. **No Conflict of Interest.** GRANTEE represents and warrants that the provision of goods and services or other performance under this CONTRACT will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. GRANTEE also represents and warrants that, during the term of this CONTRACT, GRANTEE will immediately notify TWDB, in writing, of any existing or potential conflict of interest relative to the performance of the CONTRACT.

N. **Prior Disaster Relief Declaration.** Texas Government Code §§ 2155.006 and 2261.053 prohibit state agencies from accepting a response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Texas Government Code § 418.004, occurring after September 24, 2005. Under Texas Government Code §§ 2155.006 and 2261.053, GRANTEE certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified CONTRACT and acknowledges that this CONTRACT may be terminated and payment withheld if this certification is inaccurate.

O. **Suspension and Debarment.** GRANTEE certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

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ARTICLE XI CORRESPONDENCE

All correspondence between the parties must be made to the following addresses:

For **TWDB**:

Contract Issues:
Texas Water Development Board
Attention: Flood Planning
P.O. Box 13231
Austin, Texas 78711-3231
Email: floodplanning@twdb.texas.gov

Payment Request Submission:
Texas Water Development Board
Attention: Outlays and Escrows
P.O. Box 13231
Austin, Texas 78711-3231
Email: outlays@twdb.texas.gov

Physical Address:
Stephen F. Austin State Office Building
1700 N. Congress Avenue
Austin, Texas 78701

For the **GRANTEE:**

Contract Issues:
Marcus Pacheco
Hays County
2171 Yarrington Road
Kyle, Texas 78640
Email: marcus.pacheco@co.hays.tx.us

Payment Request Submission:
Vickie Dorsett
Hays County First Assistant Auditor
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666
Email: Vickie.dorsett@co.hays.tx.us

Physical Address:
Hays County Government Center
712 S. Stagecoach Trail, Suite 1045
San Marcos, Texas 78666

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed in multiple counterparts, each of which shall be deemed to be an original.

Hays County

By: _____
Name: Ruben Becerra
Title: Hays County Judge

Date: _____

TEXAS WATER DEVELOPMENT BOARD

By: _____
Name: Jeff Walker
Title: Executive Administrator
Date: _____

EXHIBIT A

DETAILED DESCRIPTION OF THE PROJECT SERVICE AREA

The project services area would only include the Hays County portion of the Onion Creek-Colorado River HUC-10 Watershed (1209020504), which in its entirety spans from Blanco County, into Hays, and ends within Travis County. Inside of Hays County, there is approximately 116,000 acres of property effected by the Onion Creek Watershed. The project includes approximately 71 miles of detailed study streams and 193 miles of limited detailed or approximate study streams.

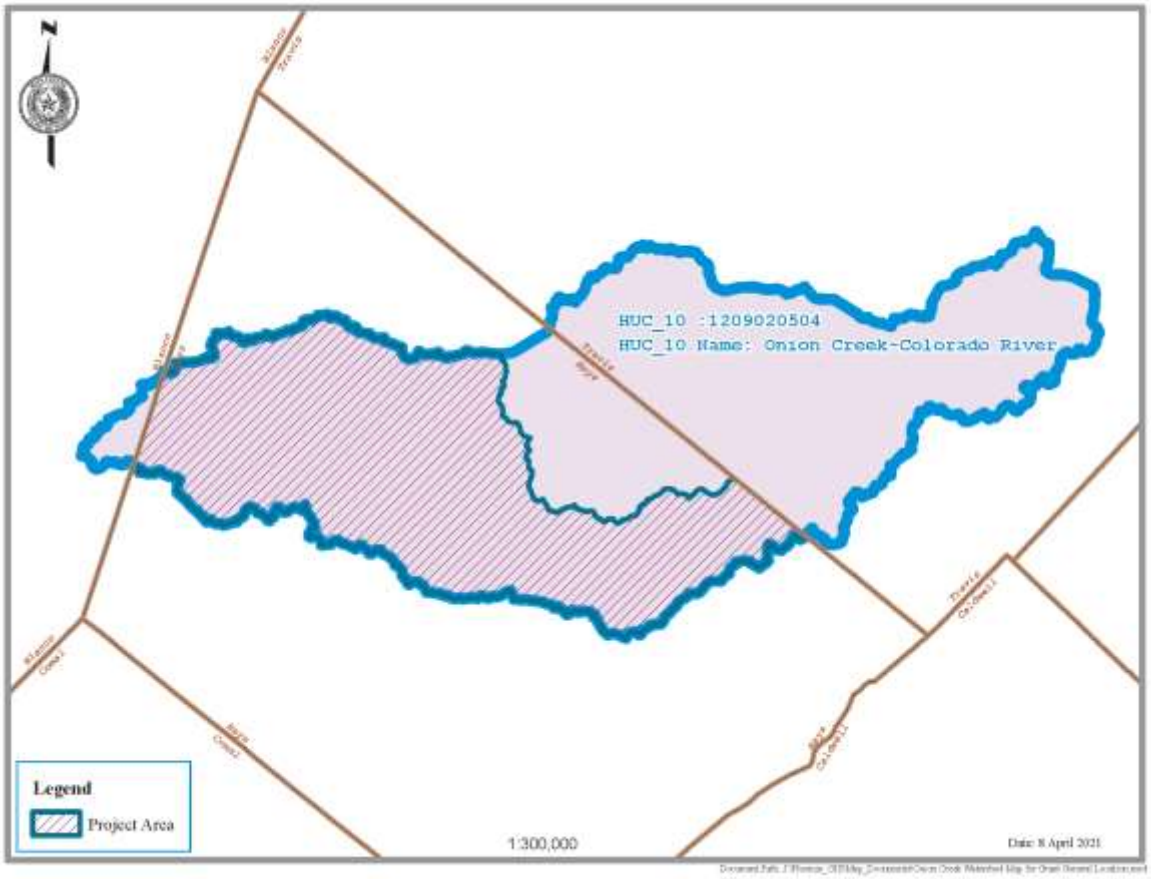


EXHIBIT B

SCOPE OF WORK

The scope of study for the Hays County Onion Creek hydraulics will include about 71 miles of detailed analysis (Zone AE floodplains) and 193 miles of limited detail or approximate analysis (Zone A floodplains). The proposed study will update all of these models and develop the associated FEMA mapping with Atlas 14 flows produced by the City of Austin Hydrology study.

The intent is to update the hydraulics and mapping with Atlas 14 flows produced by the City of Austin hydrology, new 2017 LiDAR, and updated crossing data (only where changes occurred). The county foresees about 3-5 crossings that would require survey and update, as Hays County recently updated floodplain maps and has an extensive rain gauge program at most of our crossings. Hays County has had discussions with all the jurisdictions within the watershed to discuss the updates to the model and to works towards a regional discussion of development rules within the entire watershed.

A draft Drainage Criteria Manual is currently being developed for Hays County that will include the suggested regulation of creek buffers that would limit development in the corridor and preserve the natural storage.

The Tasks Identified are as follows:

1. Task 1 - Project Management
   Responsible party: Hays County & Contractor.
   This includes both internal project management, as well as, coordination with Hays County and other participating stakeholders.

2. Task 2 - Data Collection for Hydrology
   Responsible party: Contractor.
   Includes a variety of data collection tasks (terrain development, general data collection, collection of historical information) aimed at gathering information relevant to the modeling and planning process. Includes utilization of the City of Austin Atlas 14 hydrologic model for Onion Creek to establish flows for use in the hydraulic analysis.

3. Task 3 - Hydraulic Analysis and Mapping
   Responsible Party: Contractor.
   Includes update of prior studies and associated floodplain mapping to reflect current conditions in the county for approximately 71 miles of detailed study streams and 193 miles of limited detailed or approximate study streams. Hydraulic analysis must include evaluation of the existing land use condition 2-, 10-, 25-, 50-, 100-, and 500-year frequency events using the latest version of HEC-RAS. All hydraulic analysis will include one-dimensional (1D), steady-state modeling.

Generate floodplain mapping, water surface elevation and depth grids for the existing condition 100-year and 500-year frequency events along detailed study reaches. Generate floodplain mapping, water surface elevation and depth grids for the existing condition 100-year frequency event along limited detail study reaches.

Hydraulic Analysis and Mapping to include the following:

- Milestone reviews listed in the engineer scope of work- Cross Section Review, Parameter and Routing Model Review, Calibration Review, and Draft TSDN Review.
- One Digital copy of the draft Hydraulics and Mapping TSDN for existing and fully developed land-use conditions including geo-referenced hydraulic models, surveyed data, water surface profile plots, floodplain work maps, and other supporting data such as base flood elevation, cross-section GIS data, etc. for County comment and Review.
- One hard copy and two digital copies of the final Hydraulic and Mapping TSDN or the existing and fully developed land-use conditions in accordance with FEMA's Data Capture Standards identified in MAS 6.
- Responses to Hays County review comments. One (1) County review of each milestone submittal

4. Task 4 - Conceptual Flood Mitigation Analysis
   Responsible Party: Contractor
   Includes re-evaluation of previous mitigation strategies using Atlas 14 results. Previous mitigation strategies included structural alternatives (such as detention, channel improvements, and crossing improvements) and non-structural alternatives (such as regulations, property buyouts, and structure elevations) to reduce flood risks.
   Conduct a simplified Benefit Cost Analysis (BCA) to evaluate the existing damages as well as the value of the proposed benefits of the recommended solution. This data, combined with specific data regarding people, property, and infrastructure at risk, results in an estimated savings (avoided damages) from implementation of the recommended solution.

   When possible and as applicable, evaluations of flood risk reduction solutions, including flood mitigation projects, should be consistent with "Technical Guidelines for Regional Flood Planning," Exhibit C to Regional Flood Planning Grant Contracts, which can be found at:
   https://www.twdb.texas.gov/flood/planning/planningdocu/2023/index.asp.

   Each feasible flood mitigation alternatives evaluated must identify and compare cost and benefits of projects. Quantification of cost will include engineering, permitting, easement and/or property acquisition, capital cost, operation and maintenance, and other costs as applicable. Quantification of benefit of the project will include the following items, as applicable:

1. Number of structures with reduced 100-year (1% annual chance) flood risk.
2. Number of structures removed from 100-year (1% annual chance) flood risk.
3. Number of structures removed from 500-year (0.2% annual chance) flood risk.
4. Residential structures removed from 100-year (1% annual chance) flood risk.
5. Estimated Population removed from 100-year (1% annual chance) flood risk.
6. Critical facilities removed from 100-year (1% annual chance) flood risk (#).
7. Number of low water crossings removed from 100-year (1% annual chance) flood risk (#).
8. Estimated reduction in road closure occurrences.
9. Estimated length of roads removed from 100-year flood risk (miles).
10. Estimated farm & ranch land removed from 100-year flood risk (acres). Estimated farm & ranch land at 100-year flood risk (acres) should only include farm and ranch land that are negatively impacted by flooding events and should not include land that benefits from floodplains for example rice fields.
11. Estimated reduction in fatalities (if available).
12. Estimated reduction in injuries (if available).
13. Pre-Project Level-of-Service
14. Post-Project Level-of-Service
15. Cost/ Structure removed
16. Percent Nature-based Solution (by cost)
17. Negative Impact (Y/N)
18. Negative Impact Mitigation (Y/N)
19. Social Vulnerability Index (SVI)
20. Water Supply Benefit (Y/N)
21. Traffic Count for Low Water Crossings

The recommended solutions must be permittable, constructable and implementable.

The recommended flood risk reduction solutions must have no negative effect on neighboring areas in accordance with statutory requirements for regional flood plans (Texas Water Code § 16.062(i) and (j)(2)). Recommended flood risk reduction solutions, including flood mitigation projects, must meet the definition and requirements regarding no negative effect identified in Exhibit C to the Regional Flood Planning Contracts, Technical Guidelines for Regional Flood Planning, which can be found at:
https://www.twdb.texas.gov/flood/planning/planningdocu/2023/index.asp. The flood mitigation projects identified from this FIF CAT 1 study must comply with 'no negative effect' in order to be included in the regional flood plans.

5. Task 5 - Quality Assurance/Quality Control
   Responsible Party: Contractor.
   Includes a multi-level approach to ensure all project goals are met, critical/technical issues are addressed, and high-quality products are delivered in a timely fashion.

6. Task 6 - Documentation and Deliverables
   Responsible Party: Contractor.
   Includes preparation of a Flood Protection Planning report that provides a thorough explanation of all procedures, assumptions, special considerations, comparisons, checkpoints, independent QA/QC, and planning results.

EXHIBIT C

TASK AND EXPENSE BUDGETS

TASK BUDGET

TASK	DESCRIPTION	AMOUNT
1	Project Management	$42,000
2	Data Collection and Hydrology	$25,000
3	Hydraulic Analysis and Mapping	$255,100
	Detailed Study (71 miles)	*$106,500*
	Limited Detailed Study (193 miles)	*$122,555*
	Floodplain Mapping & Depth Grids	*$26,045*
4	Conceptual Flood Mitigation Analysis	$40,000
5	Quality Assurance / Quality Control	$42,900
6	Documentation	$25,000
TOTAL		**$430,000**

EXPENSE BUDGET

CATEGORY	AMOUNT
Salaries & Wages[1]	$0
Fringe[2]	$0
Travel[3]	$0
Subcontract Services	$430,000
Equipment	$0
Other Expenses[4]	$0
Overhead[5]	$0
Profit	$0
TOTAL	**$ 430,000**

[1] Salaries and Wages is defined as the cost of salaries of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc., for time directly chargeable to this CONTRACT.
[2] Fringe is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.
[3] Travel is limited to the maximum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2017, Article IX, Part 5, as amended or superseded
[4] Other Expenses is defined to include expendable supplies, communications, reproduction, postage, and costs of public meetings directly chargeable to this CONTRACT.
[5] Overhead is defined as the costs incurred in maintaining a place of business and performing professional services similar to those specified in this CONTRACT.

EXHIBIT D

GUIDELINES FOR AUTHORS SUBMITTING CONTRACT REPORTS TO THE TEXAS WATER DEVELOPMENT BOARD

1.0 Introduction

The purpose of this document is to describe the required format of contract reports submitted to the Texas Water Development Board (TWDB). Our reason for standardizing the format of contract reports is to provide our customers a consistent, and therefore familiar, format for contract reports (which we post online for public access). Another reason for standardizing the format is so that we can more easily turn a contract report into a TWDB numbered report if we so choose. Remember that your report will not only be seen by TWDB staff, but also by any person interested in the results of your study. A professional and high-quality report will reflect well on you, your employer, and the TWDB.

Available upon request, we will provide a Microsoft Word template (used to write these instructions) that gives the fonts, spacing, and other specifications for the headings and text of the report. Please follow this template as closely as possible.

2.0 Formatting your report

The TWDB format is designed for simplicity. For example, we use Times New Roman for all text. We use 12 point, single-spaced text, left justification for paragraph text, 18 point bold for first-level headings, and 14 point bold for second-level headings. Page numbers are centered at the bottom of the page. Other than page numbers, please refrain from adding content to the document header or footer. Page setup should use one-inch margins on all four sides.

2.1 Text

The best way to format your document is to use the styles described and embedded in the template document (Authors_Template.dot) that is available on request from the TWDB. To use the Authors_Template.dot file, open it in Word (make sure *.dot is listed under Files of type) and save it as a .doc file. Advanced users can add the .dot file to their computers as a template.
Make sure the formatting bar is on the desktop (to open, go to View→Toolbars→Formatting) or, to view all of the formatting at once, go to Format→Styles and Formatting and select Available Styles from the dropdown box at the bottom of the window. The formatting in the template document provides styles (such as font type, spacing, and indents) for each piece of your report. Each style is named to describe what it should be used for (for example, style names include Chapter Title, Body Text, Heading 1, References, and Figure or Table Caption). As you add to your report, use the dropdown list on the Formatting Toolbar or the list in the Styles and Formatting window to adjust the text to the correct style. The Authors_Template.dot file shows and lists the specifications for each style.

2.1.1 Title

Give your report a title that gives the reader an idea of the topic of your report but is not terribly long. In addition to the general subject (for example, “Droughts”), you may include a few additional words to describe a place, methodology, or other detail focused on throughout the paper (for

example, “Droughts in the High Plains of Texas” or “Evaluating the effects of drought using groundwater flow modeling”). Please capitalize only the first letter of each word except ‘minor’ words such as ‘and’ and ‘of’. Never use all caps. Use headings to help the reader follow you through the main sections of your report and to make it easier for readers to skim through your report to find sections that might be the most interesting or useful to them. The text of the report should include an executive summary and sections outlined in 4.4 of Attachment 1. Headings for up to five levels of subdivision are provided in the template; however, we suggest not using more than three or four levels of subdivision except where absolutely necessary. Please avoid stacked headings (for example, a Heading 1 followed immediately by a Heading 2) and capitalize only the first letter of headings or words where appropriate—never use all caps.

2.2 Figures and photographs

To publish professional-looking graphics, **we need all originals to be saved at 300 dots-per-inch** (dpi) and in grayscale, if possible, or in the CMYK color format if color is necessary. Excessive use of color, especially color graphics that do not also work in grayscale, will prevent us from publishing your report as a TWDB numbered report (color reproduction costs can be prohibitive). Preferred file formats for your original graphics are Adobe Illustrator (.ai), Photoshop (.psd), EPS with .tiff preview, .jpg, .png, or .tiff files. Refrain from using low resolution .jpg or .gif files. Internet images at 72 dpi are unacceptable for use in reports. All graphics must be submitted in two forms:

1. Inserted into the Microsoft Word document before you submit your report. Ideally, inserted graphics should be centered on the page. Format the picture to downsize to 6 inches wide if necessary. Please do not upsize a graphic in Word.
2. Saved in one of the formats listed above.

2.2.1 Other graphics specifications

It is easiest to design your figures separately and add them in after the text of your report is complete. Graphics should remain within the 1-inch page margins of the template (6 inches maximum graphic width). Be sure that the graphics (as well as tables) are numbered in the same order that they are mentioned in the text. Figures should appear embedded in the report after being called out in the text. Also, remember to include a caption for each graphic in Word, not as part of the graphic. We are not able to edit or format figure captions that are part of the figure. For figures and photographs, the caption should appear below the graphic. For tables, the caption should appear above.

2.2.2 Creating publication-quality graphics

When designing a graphic, make sure that the graphic (1) emphasizes the important information and does not show unnecessary data, lines, or labels; (2) includes the needed support material for the reader to understand what you are showing; and (3) is readable (see Figures 1 and 2 for examples). Edward R. Tufte’s books on presenting information (Tufte, 1983; 1990; 1997) are great references on good graphic design. Cole Nussbaumer Knaflic’s website *Storytelling With Data* also provides freely accessible resources for designing infographics and data visualizations (http://www.storytellingwithdata.com/blog). Figures 1 through 3 are examples of properly formatted, easy to understand graphics. Do not include fonts that are less than 6 points.

For good-looking graphics, the resolution needs to be high enough to provide a clear image at the size you make them within the report. In general, 300 dpi will make a clear image and is the minimum resolution for all situations. Try to create your figures at the same size they will be in the report, as resizing them in Word greatly reduces image quality. Photographs taken with at least a two-megapixel camera (if using digital) and with good contrast will make the best images. Save the original, and then adjust color levels and size in a renamed image copy. Print a draft copy of your report to double-check that your figures and photographs have clear lines and show all the features that you want them to have.

Figures and photographs should be in grayscale. Color greatly adds to the cost of printing, so we are trying to keep it to a minimum. Also remember that your report may be photocopied, scanned, or downloaded and printed in black and white. For this reason, you should use symbols or patterns, or make sure that colors print as different shades in black and white. All interval or ratio data (data measuring continuous phenomena, with each color representing an equal interval) need to be displayed in a graded scale of a single color (Figure 3). This way your figures will be useful even as a photocopy.

If you need help with your graphics or have questions, please contact the TWDB graphics department at (512)936-0129.

2.2.3 Use of Figures, Graphics, and Photographs

Figures, photographs, and tables need to be your own unless you have written permission from the creator, publisher, or copyright holder that allows us to reprint them (we will need a copy of this permission for copyrighted material our records). All figures and photographs must cite the source in the legend, and include whether the material is in the public domain, used under a Creative Commons License (https://creativecommons.org/licenses/), or used with permission of the copyright holder. Use caution when using any figures or photographs taken off the Internet or from newspapers or magazines—these sources may be subject to copyright and must be cited properly and/or used by permission.

2.3 Tables

Tables should be created in Microsoft Word (see Table 1). Tables should include a minimal amount of outlining or bold font to emphasize headings, totals, or other important points. Tables should be numbered separately from figures, and captions should appear above the text of the table.

Table 1: A sample table. Note caption above table.

			Table text heading*					
Table text	1940	1950	1960	1970	1980	1990	2000	%GW
Table text	15	441	340	926	196	522	83	97.4
Table text	64	944	626	173	356	171	516	99.9
Total	79	1385	966	1099	552	693	599	

* A footnote should look like this using 10 point Cambria.
%GW = percent groundwater
Be sure to describe any abbreviations or symbols, and, unlike in this table, be sure to note the units!

3.0 Units

Measurements should be in English units. Metric units may be included in parentheses after the English units.

4.0 Citations and references

It is important to give credit for all external sources referenced in your report. Therefore, be sure to use the appropriate citations and include references in your paper.

4.1 In-text citations

Each piece of information you use in your report that comes from an outside source must be cited within the text using the author's last name and the year of publication. If there are two authors, list the last name of each followed by the year, and if there are more than two authors, list the last name of the first author followed by "and others" and the year. For example: "the end of the Jurassic Period occurred approximately 145.5 million years ago (Gradstein and others, 2004)."

4.2 References

All sources that are cited within the report should be listed at the end of the paper under the heading References. The references should follow the guidelines in "Suggestions to Authors of the Reports of the United States Geological Survey" (Hansen, 1991). These are available online at https://pubs.usgs.gov/unnumbered/7000088 (a link to the chapter "Preparing references for Survey reports," p. 234-241, is found at https://pubs.usgs.gov/unnumbered/7000088/sta28.pdf). Several examples of complete reference citations are listed at the end of these guidelines. Be sure that any citations that appear in tables or figures are included in the reference list. Also, before submitting the report, please check that all the citations in the report are included in the reference list and all references in the reference list are cited in the report.

5.0 Submitting your report

Before you submit your report, proofread it. Look for spelling and grammatical errors. Also, check to see that you have structured the headings, paragraphs, and sentences in your paper so that it is easy to follow and understand (imagine you are a reader who does not already know the information you are presenting).

6.0 Conclusions

Following the instructions above and providing accurate and readable text, tables, figures, and citations will help to make your report useful to readers. Scientists may read your report, as well as water planners, utility providers, and interested citizens. If your report successfully conveys accurate scientific information and explanations to these readers, we can help to create more informed decisions about the use, development, and management of water in the state.

7.0 Acknowledgments

Be sure to acknowledge the people and entities that assisted you in your study and report. For example:

We would like to thank the Keck Geology Consortium, the American Society of Civil Engineers, and the Texas Bar CLE for providing examples to use in developing these guidelines. In addition, we

appreciate Mike Parcher for providing information on how to create publication-quality graphics, Shirley Wade for creating the data used in sample Figure 1, and Ian Jones for providing sample Figure 3.

8.0 References

Gradstein, F.M., J.G. Ogg, and A.G. Smith, eds., 2005, A geologic time scale 2004: Cambridge, Cambridge University Press, 610 p.

Hansen, W.R., ed., 1991, Suggestions to authors of the reports of the United States Geological Survey (7th ed.): Washington, D.C., U.S. Government Printing Office, 289 p.

Tufte, E. R., 1983, The visual display of quantitative information: Cheshire, C.T., Graphics Press, 197 p.

Tufte, E. R., 1990, Envisioning information: Cheshire, C.T., Graphics Press, 126 p.

Tufte, E. R., 1997, Visual explanations: Cheshire, C.T., Graphics Press, 156 p.

9.0 Examples of references

Arroyo, J. A., and Mullican, III, W. F., 2004, Desalination: *in* Mace, R. E., Angle, E. S., and Mullican, W. F., III, editors, Aquifers of the Edwards Plateau: Texas Water Development Board Report 360, p. 293-302.

Bates, R. L., and Jackson, J. A., 1984, Dictionary of geological terms: Anchor Press/Doubleday, Garden City, New York, 571 p.

Blandford, T. N., Blazer, D. J., Calhoun, K. C., Dutton, A. R., Naing, T., Reedy, R. C., and Scanlon, B. R., 2003, Groundwater availability of the southern Ogallala aquifer in Texas and New Mexico–Numerical simulations through 2050: contract report by Daniel B. Stephens and Associates, Inc., and the Bureau of Economic Geology, The University of Texas at Austin to the Texas Water Development Board, variably paginated.

Fenneman, N. M., 1931, Physiography of Western United States (1st edition): New York, McGraw-Hill, 534 p.

Hubert, M., 1999, Senate Bill 1–The first big bold step toward meeting Texas's future water needs: Texas Tech Law Review, v. 30, no. 1, p. 53-70.

Kunianski, E. L., 1989, Precipitation, streamflow, and baseflow in West-Central Texas, December 1974 through March 1977: U. S. Geological Survey Water-Resources Investigations Report 89-4208, 2 sheets.

Mace, R. E., Chowdhury, A. H., Anaya, R., and Way, S.-C., 2000, A numerical groundwater flow model of the Upper and Middle Trinity aquifer, Hill Country area: Texas Water Development Board Open File Report 00-02, 62 p.

Maclay, R. W., and Land, L. F., 1988, Simulation of flow in the Edwards aquifer, San Antonio Region, Texas, and refinements of storage and flow concepts: U. S. Geological Survey Water-Supply Paper 2336, 48 p.

For more examples of references, see p. 239-241 of "Suggestions to Authors of the Reports of the United States Geological Survey" at https://pubs.usgs.gov/unnumbered/7000088/sta28.pdf.

10.0 Examples of figures

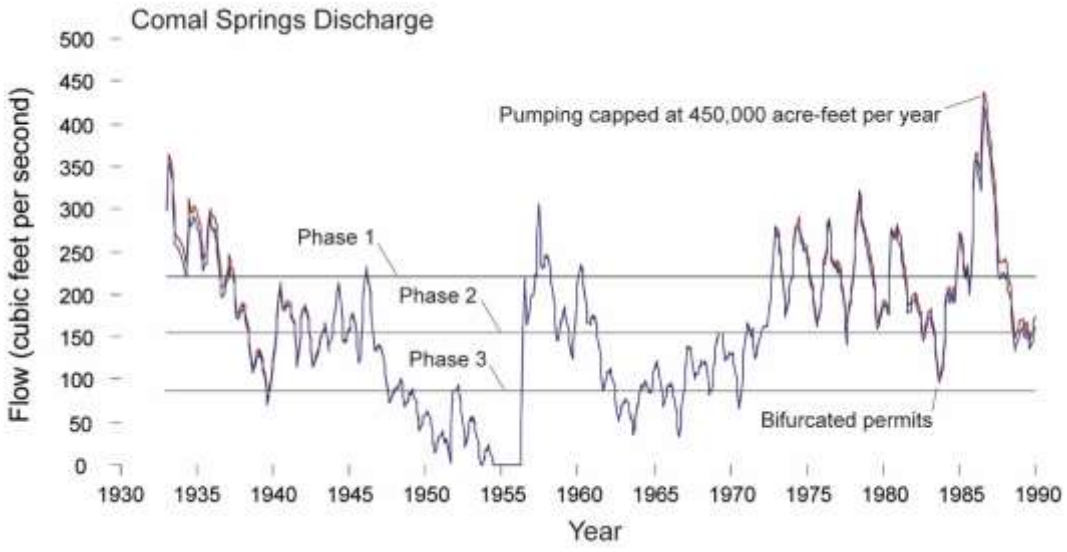


Figure 1. **A sample figure showing only the information needed to help the reader understand the data. Font size for figure callouts or labels should never be less than 6 point.**

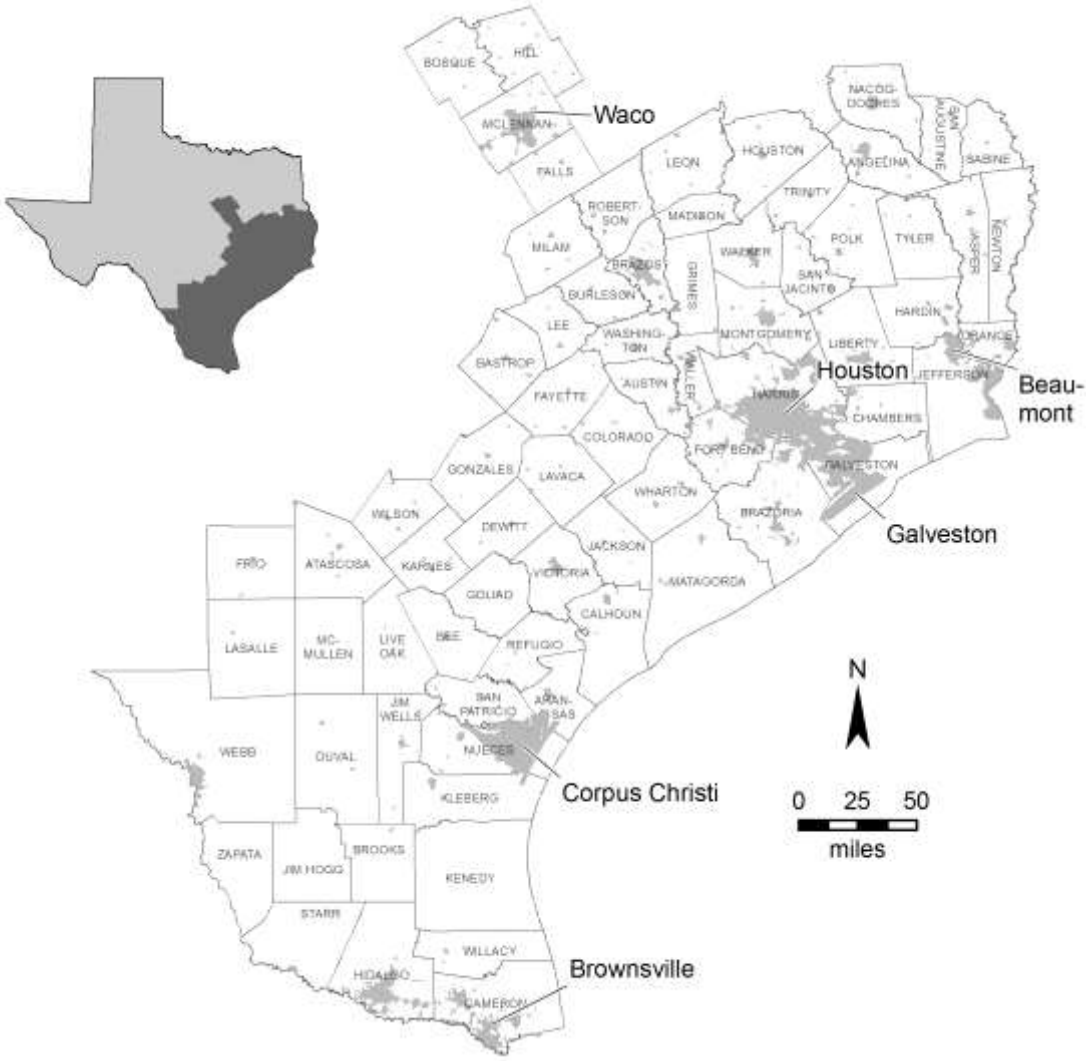


Figure 2. **A sample subject area map, giving the reader enough information to understand the location being discussed in this conference. For map figures, be sure to include a north arrow to orient the reader, a scale, and, if needed, a submap that places the figure in greater geographic context. Be sure that text is readable and that any citations listed on the figure or in the figure caption are included in the reference list. Font size should never be less than 6 point.**

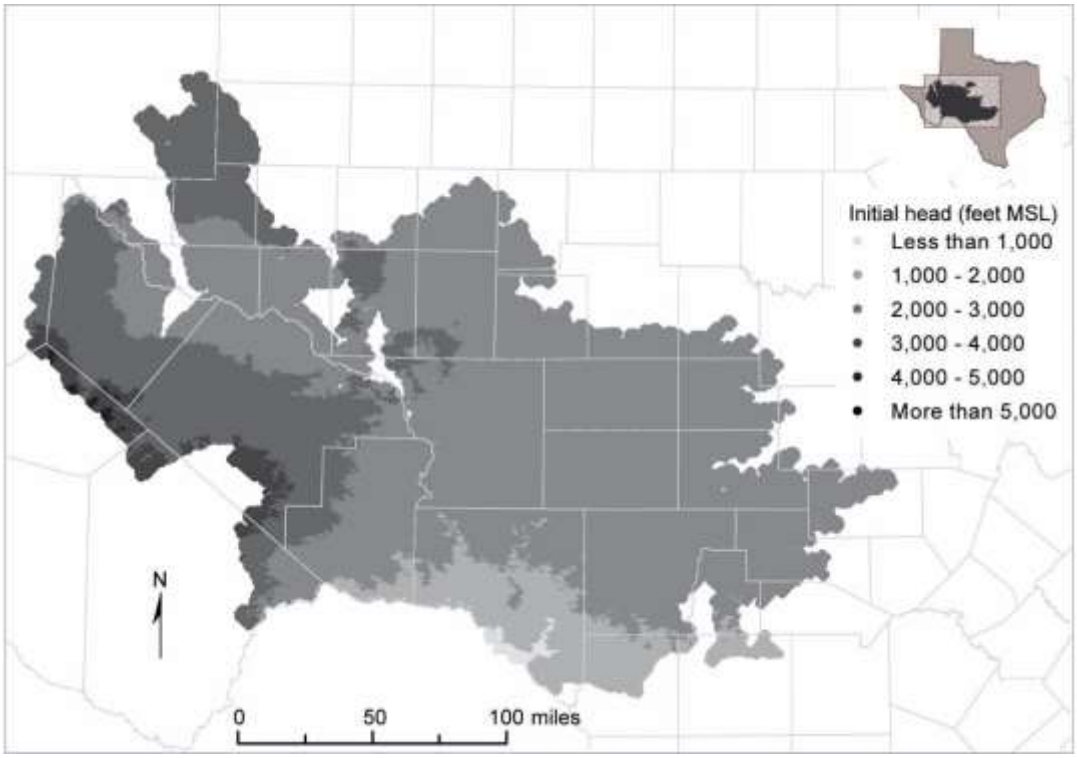


Figure 3. Initial hydraulic heads used in model simulations for layer 1. Note the use of grayscale shading to show differences.

EXHIBIT E

TWDB GUIDELINES FOR A PROGRESS REPORT

Texas Water Development Board Borrowers/Grantees are required by their contracts to provide Progress Reports according to the ***"Payment Request Schedule"***.

The progress report should contain the following standard elements:

- Date: Date the memo is sent
- To: Name and position of the reader
- From: Name and position of the writer
- Subject: TWDB Contract Number and the period that this report covers (i.e. Progress Report 09/01/18 – 11/30/18)

In-Kind Services: (*please include a value and description of any in-kind services provided during the reporting period*)

Work Completed: *(Explain what work has been done during the reporting period by Scope of Work task. Specify the dates of the reporting period and use active voice verbs to report progress made. Please include any updates on special conditions.)*

For Example:

Task 1: Completed 3 draft chapters and all appendices. Met with sub consultants on their chapters.
Task 2: Completed sample collection throughout river reach.
Task 3: No work completed in reporting period.

Problems: (*If the reader is likely to be interested in the glitches you have encountered along the way, mention the problems you have encountered and explain how you have solved them. If there are problems you have not yet been able to solve, explain your strategy for solving them and tell the reader when you think you will have them solved*

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 renewal of IFB 2020-B10 Metal Beam Guard Fence (MBGF) Materials with Texas Corrugators.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

IFB 2020-B10 contract renewal is scheduled to expire on June 22, 2021. Texas Corrugators would like to renew their contract for one additional year with proposed price changes, shown in the attached renewal letter. Texas Corrugators was the only company to respond to IFB 2020-B10, therefore they remain the lowest bid for the items.

Attached:
Texas Corrugators Renewal Letter

OFFICE OF THE COUNTY AUDITOR

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

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

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

June 10, 2021

Texas Corrugators
PO Box 938
Round Rock, TX 78680

RE: Annual contract renewal

The annual contract for Metal Beam Guard Fence (MBGF) Materials, IFB 2020-B10 is scheduled to expire on June 22, 2021. This letter will serve as official notice that Hays County would like to exercise its first (1st) option to renew the existing contract for one (1) additional year effective June 23, 2021-June 22, 2022, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract with the attached proposed price changes. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email purchasing@co.hays.tx.us if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor

Signature	Company
Printed Name	Date

Approved by the Hays County Commissioners Court on: _____

Ruben Becerra
Hays County Judge

Attachment A: IFB 2020-B10 Metal Beam Guard Fence (MBGF) Materials - Bid Form

In compliance with the Invitation for Bid, the undersigned Bidder having examined the Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items as requested for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. **Quantities listed are approximations of annual needs and will be used for the comparison of bids.** Individual orders and payments will be made in accordance with the contract.

MATERIALS ONLY

Contract Item Number	Item Number	Description	Estimated Quantity (+/-)	Unit of Measure	Bid Price Per Unit (PICKUP & DELIVERY)	Proposed Price Changes (PICKUP & DELIVERY)
B10.1	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	SpliceBolt/Nut/Washer - 5/7" x 1 1/4"	500	each/box	$ 0.95	$ 0.95
B10.2	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Button Head Bolt/Nut/Rect. Washer - 5/8" x 2"	500	each/box	$ 1.45	$ 1.45
B10.3	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Post Bolt/Nut/Washer - 5/8" x 10"	500	each/box	$ 1.75	$ 1.75
B10.4	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Post Bolt/Nut/Washer - 5/8" x 16"	500	each/box	$ 2.45	$ 2.45
B10.5	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	MBGF - Terminal Anchor Rail (turn down) - 25'	75	each	$ 156.00	$ 357.00
B10.6	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	MBGF - Flare End Wing	50	each	$ 37.00	$ 42.00
B10.7	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	MBGF - Radius Rail - 12'6" (punched 3' 1 1/2")	50	each	$ 91.00	$ 140.00
B10.8	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	MBGF - Straight Rail - 12' 5"	100	each	$ 68.00	$ 120.00
B10.9	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	MBGF - Straight Rail - 25'	100	each	$ 127.00	$ 228.00
B10.10	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Terminal Anchor Post	150	each	$ 92.00	$ 92.00
B10.11	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Low-Fill Steel post (31" standard)	100	each	$ 170.00	$ 190.00
B10.12	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Low-Fill Steel post (28" standard)	100	each	$ 110.00	$ 120.00
B10.13	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Sdome Top Timber Post - 5' 6"	500	each	$ 18.00	$ 19.00
B10.14	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Dome Top Timber Post Block-out - 6" x 8" x 14"	100	each	$ 5.00	$ 6.00
B10.15	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Synthetic Block-out for Steel post - 6" x 8" x 14"	100	each	$ 4.00	$ 5.25
B10.16	TxDOT Item 543 Cable Barrier System	Galvanized Wire Cable - 3/8"	500	foot	$ 1.27	$ 1.27
B10.17	TxDOT Item 543 Cable Barrier System	Galvanized Eye-End Turnbuckle - 3/8"	200	each	$ 28.75	$ 28.75
B10.18	TxDOT Item 543 Cable Barrier System	Galvanized Thimble-Eye Bolt - 18" x 3/8"	200	each	$ 13.75	$ 13.75
B10.19	TxDOT Item 543 Cable Barrier System	Galvanized Slip Joint	100	each	$ 14.00	$ 14.00
B10.20	TxDOT Item 544 Guardrail End Treatments	SKT Extruder Head	50	each	$ 635.00	$ 646.00
B10.21	TxDOT Item 544 Guardrail End Treatments	SKT Extruder Rail - 25'	50	each	$ 274.00	N/A
B10.22	TxDOT Item 544 Guardrail End Treatments	SKT Extruder Rail - 12' 6"	50	each	$ 198.00	$ 210.00
B10.23	TxDOT Item 544 Guardrail End Treatments	SKT Rail - 9' 4 1/2"	50	each	$ 65.00	$ 98.25

Attachment A: IFB 2020-B10 Metal Beam Guard Fence (MBGF) Materials - Bid Form

In compliance with the Invitation for Bid, the undersigned Bidder having examined the Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items as requested for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. **Quantities listed are approximations of annual needs and will be used for the comparison of bids.** Individual orders and payments will be made in accordance with the contract.

MATERIALS ONLY

Contract Item Number	Item Number	Description	Estimated Quantity (+/-)	Unit of Measure	Bid Price Per Unit (PICKUP & DELIVERY)	Proposed Price Changes (PICKUP & DELIVERY)
B10.24	TxDOT Item 544 Guardrail End Treatments	SKT Steel Tube - 6'	50	each	$ 84.00	$ 122.00
B10.25	TxDOT Item 544 Guardrail End Treatments	SKT Steel Tube - 4' 6"	50	each	$ 72.00	$ 100.00
B10.26	TxDOT Item 544 Guardrail End Treatments	SKT Timber Post - 6'	50	each	$ 28.00	$ 34.00
B10.27	TxDOT Item 544 Guardrail End Treatments	SKT Timber Post - 3' 9"	50	each	$ 20.00	$ 22.00
B10.28	TxDOT Item 544 Guardrail End Treatments	SKT Timber Block-out - 6" x 8" x 14"	100	each	$ 5.25	$ 6.75
B10.29	TxDOT Item 544 Guardrail End Treatments	SKT Cable	50	each	$ 68.00	$ 68.00
B10.30	TxDOT Item 544 Guardrail End Treatments	SKT Strut	50	each	$ 39.00	$ 57.00
B10.31	TxDOT Item 544 Guardrail End Treatments	SKT Cable Bracket w/Shoulder Bolts	50	each	$ 77.50	$ 77.50
B10.32	TxDOT Item 544 Guardrail End Treatments	SKT Bearing Plate	50	each	$ 21.00	$ 21.00
B10.33	TxDOT Item 544 Guardrail End Treatments	SKT Pipe Sleeve - 2" x 5 1/2"	50	each	$ 9.00	$ 10.00
B10.34	TxDOT Item 544 Guardrail End Treatments	SKT Object Marker - 18" x 18"	25	each	$ 14.00	$ 14.00

SERVICE ONLY

Contract materials to be delivered to jobsite on an as-needed basis, as directed by Hays County Staff

IMPORTANT: A BID FOR MATERIAL TRANSPORTATION SERVICE IS REQUIRED FOR A DELIVERED MATERIALS BID TO BE CONSIDERED RESPONSIVE

BIDDER INFORMATION AND CERTIFICATION

Delivery days after receipt of order: 1-2 Weeks	Minimum load for delivery: $25,000.00
Plant Location: Hutto, TX	Contact name and phone at plant: Pedro Murillo III 512-388-0588

The undersigned affirms that they are duly authorized to execute a contract, that this Bid has not been prepared in collusion with any other Respondent, nor any employee of Hays County, and that the contents of this Bid have not been communicated to any other Respondent or to any employee of Hays County prior to the official opening.

Signature of Authorized Representative: Pedro Murillo III

Printed Name: Pedro Murillo III Date:

Company Name: Texas Corrugators

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 Office of Emergency Services to accept a Proposal from Water & Earth Technologies, Inc. (WET) related to repairs on the Low Water Crossing pressure transducer at Post Road and the Blanco River and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(7).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	$3,158

LINE ITEM NUMBER

001-656-00-5411

AUDITOR USE ONLY

AUDITOR COMMENTS:
Requires a discretionary exemption due to component parts associated with infrastructure.

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mike Jones	SMITH	N/A

SUMMARY

The pressure transducer at Post Road stopped working on the evening of June 3rd, 2021. WET visited the station and determined that the pressure transducer is broken and needs to be replaced. WET will remove the broken pressure transducer, install the new one and field test it to confirm that it is working correctly.

Attachment: WET Proposal #XPHC031

WATER & EARTH TECHNOLOGIES

06/08/2021

Quotation XPHC031

Federal Tax Identification No. 84-1440328
Quote Valid Thru 08/07/2021

Prepared for:
Hays County - Office of Emergency Services
Attn: Brandon High
2171 Yarrington Road
San Marcos, TX 78666
512-393-7300
brandon.high@co.hays.tx.us

Prepared by: **Erik Carlson**
Water & Earth Technologies, Inc.
1225 Red Cedar Circle, Unit A
Fort Collins, CO 80524
Phone (970) 225-6080
email: ecarlson@wetec.us

Quote Title: Post Road Pressure Transducer Replacement

Quote Information

The pressure transducer at Post Road stopped working on the evening of June 3rd, 2021. WET visited the station and determined that the pressure transducer is broken and needs to be replaced. WET will remove the broken pressure transducer, install the new one and field test it to confirm that it is working correctly.

Item Description	Model No.	Unit Price	Qty	Amount
Stainless-Steel Pressure Transducer	CS451	$ 1,826.82	1	$ 1,826.82
Shipping		$ 40.76	1	$ 40.76
				$ -
				$ -
				$ -
			Items Total	**$ 1,867.58**

Labor Description	ENG I Hours	Field Tech II Hours	Amount
Remove the old PT	1	1	$ 215.00
Install the new PT	4	4	$ 860.00
Field testing the new PT	1	1	$ 215.00
			$ -
			$ -
		Labor Total	**$ 1,290.00**

Total Cost $ 3,157.58

Thank you for your consideration!

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 Change Order No. 2 in the amount of $278,838.42 to the Construction Contract between Hays County and Jordan Foster Construction, LLC for the Dacy Lane (IFB-2021-B02) project as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	June 15, 2021	$278,838.42

LINE ITEM NUMBER

035-801-96-634.5611_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, Transportation Director	JONES	INGALSBE

SUMMARY

This Change Order adds bi-axial geogrid to support the roadway base for both Dacy Lane and Lois Lane.

This Change Order is a net increase of $278,838.42 to the Contract amount, for an adjusted total Contract Amount of $19,433,148.18. As a result of this and all Change Orders to date, $387,471.18 has been added to the original contract amount of $19,045,677.00, resulting in a 2.03% net increase in the Contract Cost. This additional cost will be funded by the Road Bond Program - Project Number 2/8-634-034. No additional days will be added or deducted at this time, as a result of this Change Order.

HAYS COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **Jordan Foster Construction, LLC**

2. Change Order Work Limits: Sta. **80+95.07** to Sta. **250+43.0**

3. Type of Change(on federal-aid non-exempt projects): **Major** (Major/Minor)

4. Reasons: **3E, 3F** (3 Max. - In order of importance - Primary first)

Project:	***Dacy Lane***
Roadway:	***Dacy Lane***
Hays Co. Number:	***IFB-2021-B02***

5. Describe the work being revised:

3E. Reduction of Future Maintenance. The addition of Bi-axial Geogrid was added in this change order to further stabilize the base. This improvement will encompass the entirety of the project as well as the limits of Lois Lane.
3F. The County requested this additional work.

6. Work to be performed in accordance with Items: **TxDOT Items: SS 5001**

7. New or revised plan sheet(s) are attached and numbered:

8. New Special Provisions/Specifications to the contract are attached: ☑ Yes ☐ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 5/27/2021

By

Typed/Printed Name John Goodrich, P.E.

Typed/Printed Title Executive Vice President

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$278,838.42**

RECOMMENDED FOR EXECUTION:

5/20/2021
Construction Engineering Inspector Date

Transportation Director Date

6/1/2021
Program Manager Date

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

N/A
County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

N/A
County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

HAYS COUNTY, TEXAS

CHANGE ORDER NUMBER: *2* ***Project #*** *Dacy Lane*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
5001-6001	GEOGRID BASE REINFORCEMENT (TY I)	SY	$2.38	0.00	$0.00	0.00	117,159.00	$278,838.42	$278,838.42
	TOTALS				$0.00			$278,838.42	$278,838.42

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 Contract Amendment No. 1 in the amount of $188,000 to the Professional Services Agreement between Hays County and RPS Infrastructure, Inc. for the FM 621 Safety Improvements project as part of the Hays County Road Bond Program; and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	June 15, 2021	$188,000

LINE ITEM NUMBER

020-710-00.648.5621_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

Requires TLGC discretionary exemption, contract amendment exceeds 25% of original award.

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, Transportation Director	INGALSBE	N/A

SUMMARY

The requested Contract Amendment increases the contract compensation cap by $188,000 from $405,000 to $593,000. This will allow for the execution of Supplemental #2 to Work Authorization #1 which authorizes the design engineer to split the project deliverables into 2 standalone, ready to advertise for construction, bid packages (Phase 1-FM 621 STA 11+00 to STA 89+50 and Phase 2-FM 621 STA 89+01.16 to STA 115+81 and CR 266 STA 13+10.00 to STA 34+80) in the amount of $105,927.64. The cap increase also includes budget for construction phase services on both construction packages in the amount of $82,072.36. The FM 621 Safety Improvement design is funded through the Transportation Department Budget. These additional costs could be covered in next year's Transportation budget if approved as proposed in September; otherwise, this additional work will be funded through the 2016 Road Bond program.

DocuSign Envelope ID: 6E718F01-7AB6-4EDC-9EC2-B56F65922E98

CONTRACT AMENDMENT NO. 1
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT:
FM 621 (DeZavala Drive to East of CR 266) ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and RPS Infrastructure, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective May 12, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $405,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $405,000.00 to $593,000.00.

II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D.

All other terms of the Contract are unchanged and will remain in full force and effect.

DocuSign Envelope ID: 6E718F01-7AB6-4EDC-9EC2-B56F65922E98

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: DocuSigned by: Brent Christian 6E9FF6D3568E42D... _____
Signature

Brent Christian
Printed Name

Executive Director
Title

6/4/2021
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

6/7/2021
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

Hold a public hearing with possible action to establish a "No Parking" zone in front of the park gate & driveway on Edgewater Drive along the Blanco River.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	June 15, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	SHELL	N/A

SUMMARY

In response to vehicles parking in front of the park gate & driveway for access to the Blanco River, a No Parking zone is needed for that side of Edgewater Drive with signage within the ROW on both sides of the driveway.

Edgewater Drive
No Parking zone in front of park gate.
Legend
NO PARKING ANY TIME
NO PARKING ANY TIME
Google Earth
© 2021 INEGI
© 2021 Google
4.88 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

Hold a public hearing with possible action to establish a "No Parking" zone on Sunrise Drive in Sunrise Acres subdivision in the western ROW north of Sunrise Circle.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	June 15, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

In response to 18-wheeler trucks parking in the ROW of Sunrise Drive in Sunrise Acres subdivision, a No Parking zone is needed with signage posted on the east side of the road.

Sunrise Drive - No Parking zone
Legend
No Parking zone location.
Sunrise Cir
Sunrise Dr
158
Google Earth
© 2021 Google
200 ft
N

Sunrise Drive - No Parking zone

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 accept Letter of Credit No. 20214330 for street and drainage improvements for 6 Creeks Phase 1 Section 4A in the amount of $362,008.18.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	June 15, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	SMITH	N/A

SUMMARY

The final plat for the 6 Creeks Phase 1 Section 4A Subdivision has been reviewed under the interlocal cooperation agreement with the City of Kyle and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

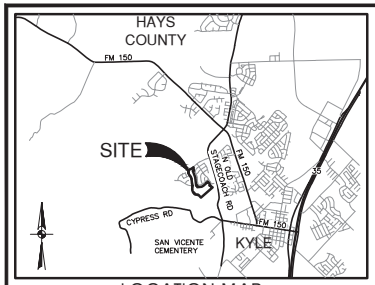
FINAL PLAT OF 6 CREEKS-PHASE 1, SECTION 4A

A 17.359 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A 153.0288 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20006092 AND A PORTION OF A 61.49 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 17034173, BOTH OUT OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL PHARASS 1/4 LEAGUE NO. 14, ABSTRACT 360, IN HAYS COUNTY, TEXAS.

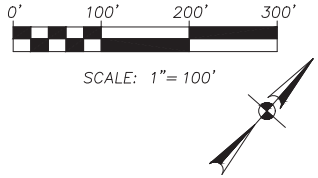
STREET NAME	STREET CLASSIFICATION	STREET LENGTH
ALLEGHENY WAY	RESIDENTIAL LANE	264.15'
TROUT RIVER ROAD	RESIDENTIAL LANE	1686.07'
PAINTED CREEK WAY	RESIDENTIAL LANE	327.99'
FISH CREEK LANE	RESIDENTIAL LANE	160.00'
TROUT RIVER ROAD	RESIDENTIAL LANE	256.28'

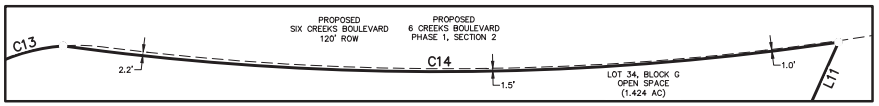
PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

DATE OF PREPARATION: April 27, 2021

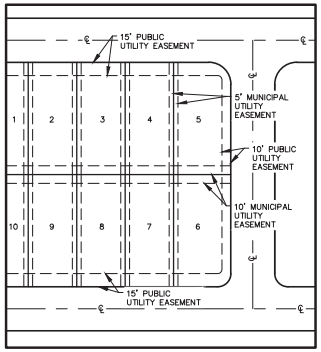


LOCATION MAP
NOT-TO-SCALE





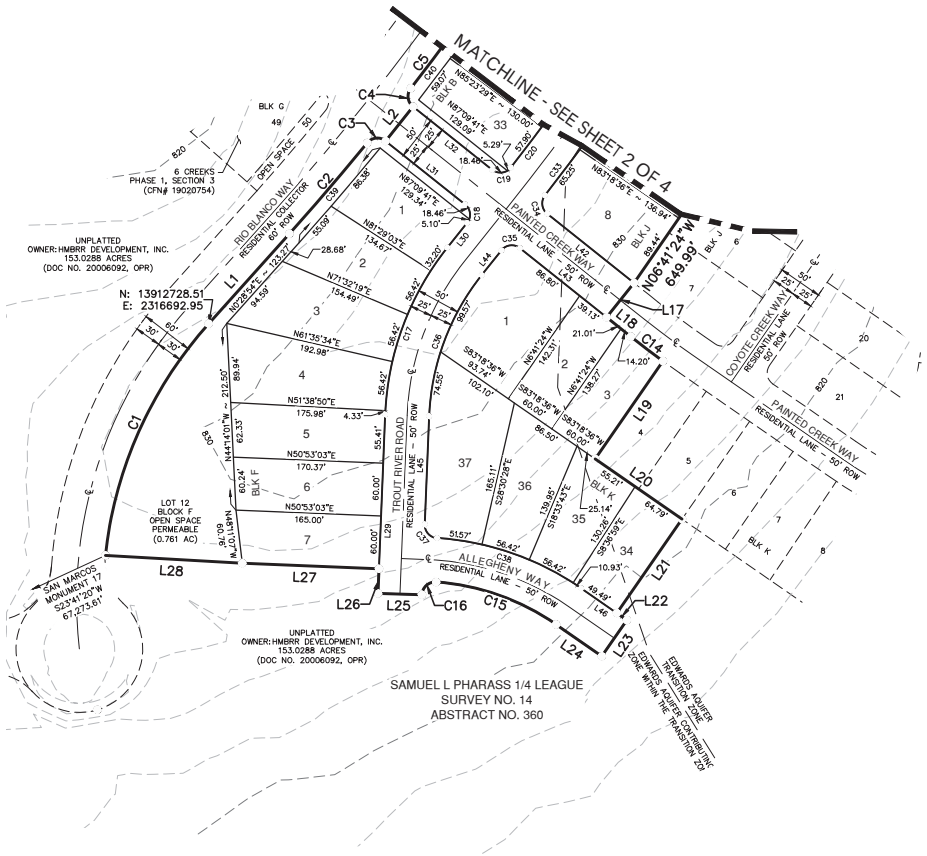
DETAIL "A"
NOT-TO-SCALE
SEE SHEET 2 OF 4



TYPICAL LOT EASEMENTS
NOT-TO-SCALE

LEGEND

CFN	CLERK FILE NUMBER
AC	ACRE(S)
BLK	BLOCK
ESMT	EASEMENT
ETJ	EXTRATERRITORIAL JURISDICTION
VOL	VOLUME
PG	PAGE(S)
ROW	RIGHT-OF-WAY
GETCTV	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
DOC NO.	DOCUMENT NUMBER
OPR	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
HCPR	PLAT RECORDS OF HAYS COUNTY, TEXAS
HCDR	DEED RECORDS OF HAYS COUNTY, TEXAS
(SURVEYOR)	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
	SET 1/2" IRON ROD (PD)
	SET 1/2" IRON ROD (PD)-ROW
1140	EXISTING CONTOURS
1140	PROPOSED CONTOURS
	ORIGINAL SURVEY/COUNTY LINE
℄	CENTERLINE
	KYLE CITY LIMITS
1	15' WATER EASEMENT



OWNER: HMBRR DEVELOPMENT, INC.
1011 N. LAMAR
AUSTIN, TEXAS 78703
(5120 481-0303 P
(512) 481-0333 F

ACREAGE: 17.359 ACRES

SURVEY: SAMUEL PHARASS 1/4 LEAGUE SURVEY NO. 14 ABSTRACT 360

PROPOSED RESIDENTIAL LOTS: 57
PROPOSED OPEN SPACE LOTS: 2

DATE: June 10, 2020

ENGINEER & SURVEYOR:
PAPE-DAWSON ENGINEERS, INC.
2000 NW LOOP 410
SAN ANTONIO, TX 78213
(210) 375-9000 P
(210) 375-9010 F

A FIFTEEN (15) FOOT PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW, EXCEPT ADJACENT TO CORNER LOTS WHERE EASEMENT ADJACENT TO SIDE LOT IS 10'.

A FIVE (5) FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL SIDE LOTS WITHIN THE SINGLE FAMILY LOT.

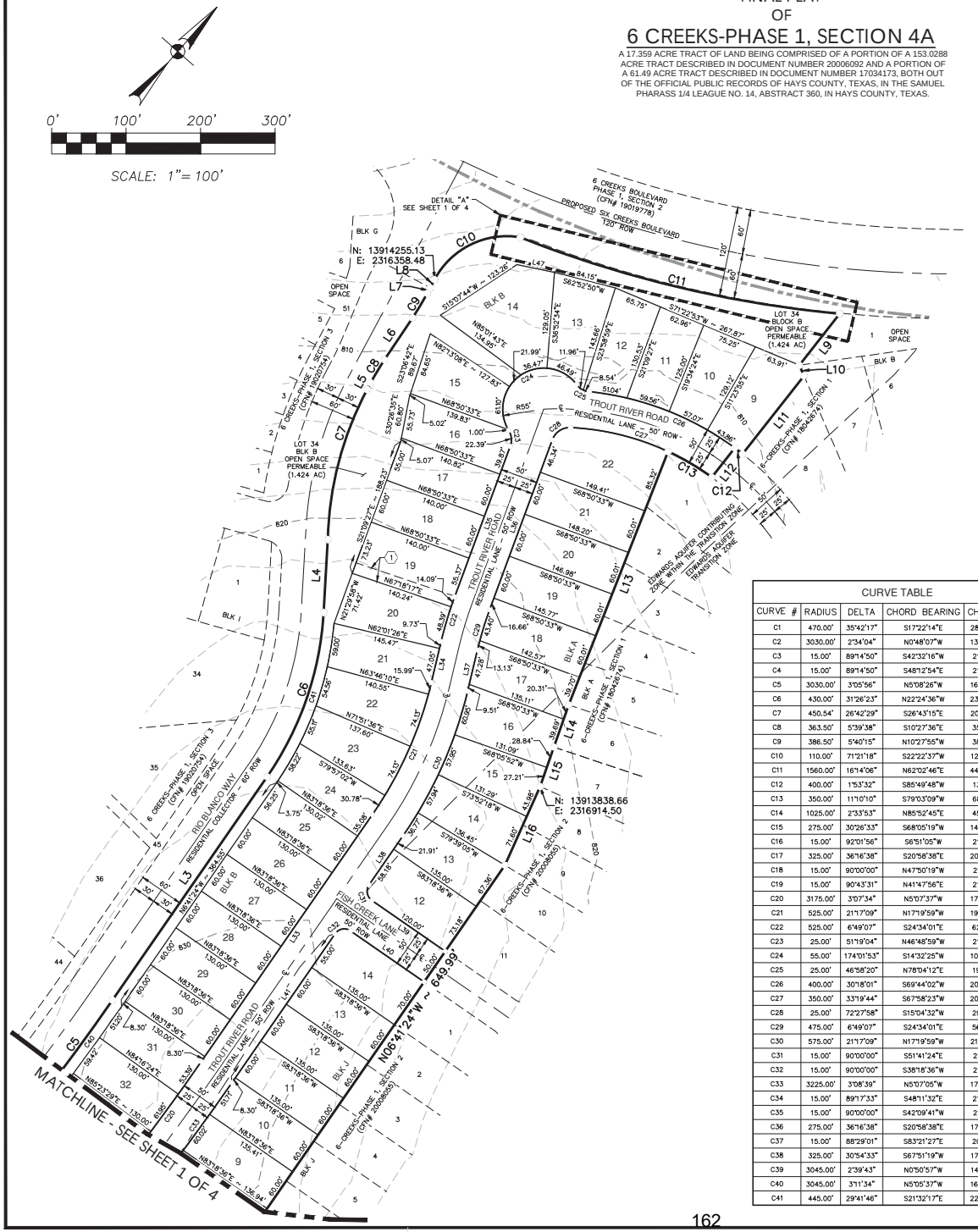
A TEN (10) FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL REAR LOT LINES WITHIN THE SINGLE FAMILY LOT.

SHEET 1 OF 4

Date: Apr 27, 2021, 8:30am User ID: Brittany
File: P:\Civil\19\8141-19\Survey\plat\Plat 6 CREEKS-PHASE 1 SECTION 4A.dwg

FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 4A

A 17.359 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A 153.0288 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20006092 AND A PORTION OF A 61.49 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 17034173, BOTH OUT OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL PHARASS 1/4 LEAGUE NO. 14, ABSTRACT 360, IN HAYS COUNTY, TEXAS.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S0°28'54"W	137.29'
L2	S2°50'19"E	50.00'
L3	S6°41'24"E	364.55'
L4	S38°07'47"E	98.19'
L5	S13°17'25"E	10.24'
L6	S7°37'47"E	67.78'
L7	S13°18'02"E	8.58'
L8	S13°18'02"E	12.40'
L9	N3°23'28"W	87.69'
L10	N64°50'45"W	15.48'
L11	N3°13'26"W	133.36'
L12	N3°23'28"W	50.03'
L13	N19°59'52"W	365.06'
L14	N22°06'03"W	60.01'
L15	N22°04'53"W	56.05'
L16	N17°22'23"W	115.59'
L17	N2°50'19"W	50.00'
L18	S87°09'41"W	35.21'
L19	N6°41'24"W	135.26'
L20	S83°18'36"W	120.00'
L21	S6°41'24"E	130.00'
L22	S83°18'36"W	13.89'
L23	S6°41'24"E	50.00'
L24	S83°18'36"W	63.37'

LINE TABLE		
LINE #	BEARING	LENGTH
L25	S50°23'20"W	50.00'
L26	S39°06'57"E	28.04'
L27	N50°53'03"E	155.42'
L28	N51°53'41"E	155.81'
L29	S39°06'57"E	203.44'
L30	N2°50'19"W	35.87'
L31	N87°09'41"E	115.26'
L32	N87°09'41"E	115.01'
L33	N6°41'24"W	403.38'
L34	S27°58'34"E	56.79'
L35	S21°09'27"E	215.25'
L36	S21°09'27"E	243.00'
L37	S27°58'34"E	56.79'
L38	S6°41'24"E	80.08'
L39	N83°18'36"E	120.00'
L40	N83°18'36"E	120.00'
L41	N6°41'24"W	243.30'
L42	N87°09'41"E	126.17'
L43	N87°09'41"E	125.92'
L44	N2°50'19"W	35.87'
L45	N39°06'57"W	122.96'
L46	S83°18'36"W	63.37'
L47	S60°20'40"W	51.69'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	470.00'	35°42'17"	S17°22'14"E	288.17'	292.89'
C2	3030.00'	2°34'04"	N0°48'07"W	135.78'	135.79'
C3	15.00'	89°14'50"	S42°32'16"W	21.07'	23.36'
C4	15.00'	89°14'50"	S48°12'54"E	21.07'	23.36'
C5	3030.00'	3°05'56"	N5°08'26"W	163.86'	163.88'
C6	430.00'	31°26'23"	N22°24'36"W	233.00'	235.95'
C7	450.54'	26°42'29"	S26°43'15"E	208.12'	210.02'
C8	363.50'	5°39'38"	S10°27'36"E	35.90'	35.91'
C9	386.50'	5°40'15"	N10°27'55"W	38.24'	38.25'
C10	110.00'	71°21'18"	S22°22'37"W	128.31'	136.99'
C11	1560.00'	16°14'06"	N62°02'46"E	440.56'	442.03'
C12	400.00'	1°53'32"	S85°49'48"W	13.21'	13.21'
C13	350.00'	11°10'10"	S79°03'09"W	68.12'	68.23'
C14	1025.00'	2°33'53"	N85°52'45"E	45.88'	45.88'
C15	275.00'	30°26'33"	S68°05'19"W	144.40'	146.11'
C16	15.00'	92°01'56"	S6°51'05"W	21.59'	24.09'
C17	325.00'	36°16'38"	S20°58'38"E	202.36'	205.78'
C18	15.00'	90°00'00"	N47°50'19"W	21.21'	23.56'
C19	15.00'	90°43'31"	N41°47'56"E	21.35'	23.75'
C20	3175.00'	3°07'34"	N5°07'37"W	173.22'	173.24'
C21	525.00'	21°17'09"	N17°19'59"W	193.92'	195.04'
C22	525.00'	6°49'07"	S24°34'01"E	62.44'	62.48'
C23	25.00'	51°19'04"	N46°48'59"W	21.65'	22.39'
C24	55.00'	174°01'53"	S14°32'25"W	109.85'	167.06'
C25	25.00'	46°58'20"	N78°04'12"E	19.93'	20.50'
C26	400.00'	30°18'01"	S69°44'02"W	209.08'	211.53'
C27	350.00'	33°19'44"	S67°58'23"W	200.74'	203.59'
C28	25.00'	72°27'58"	S15°04'32"W	29.55'	31.62'
C29	475.00'	6°49'07"	S24°34'01"E	56.49'	56.53'
C30	575.00'	21°17'09"	N17°19'59"W	212.39'	213.62'
C31	15.00'	90°00'00"	S51°41'24"E	21.21'	23.56'
C32	15.00'	90°00'00"	S38°18'36"W	21.21'	23.56'
C33	3225.00'	3°08'39"	N5°07'05"W	176.95'	176.97'
C34	15.00'	89°17'33"	S48°11'32"E	21.08'	23.38'
C35	15.00'	90°00'00"	S42°09'41"W	21.21'	23.56'
C36	275.00'	36°16'38"	S20°58'38"E	171.22'	174.12'
C37	15.00'	88°29'01"	S83°21'27"E	20.93'	23.16'
C38	325.00'	30°54'33"	S67°51'19"W	173.21'	175.33'
C39	3045.00'	2°39'43"	N0°50'57"W	141.45'	141.46'
C40	3045.00'	3°11'34"	N5°05'37"W	169.67'	169.69'
C41	445.00'	29°41'46"	S21°32'17"E	228.07'	230.64'

* LOT WIDTHS ARE MEASURED AT THE FRONT BUILDING LINE.

LOT SUMMARY			
LOT	BLK	LOT WIDTH	LOT AREA
12	A	73.18'	9831 SF
13	A	60.01'	8526 SF
14	A	60.01'	8618 SF
15	A	60.01'	8476 SF
16	A	70.11'	9189 SF
17	A	60.41'	8320 SF
18	A	60.04'	8681 SF
19	A	60.00'	8782 SF
20	A	60.00'	8855 SF
21	A	60.00'	8928 SF
22	A	70.97'	12019 SF
9	B	60.03'	8992 SF
10	B	60.03'	8336 SF
11	B	60.09'	7770 SF
12	B	59.86'	8525 SF
13	B	62.42'	9129 SF
14	B	61.64'	13641 SF
15	B	60.14'	8740 SF
16	B	60.02'	8683 SF
17	B	60.00'	8402 SF
18	B	60.00'	8400 SF
19	B	70.01'	9990 SF
20	B	60.01'	9200 SF
21	B	62.44'	8671 SF
22	B	71.25'	8949 SF
23	B	71.25'	8760 SF
24	B	64.68'	8151 SF
25	B	60.00'	7800 SF
26	B	60.00'	7800 SF
27	B	60.00'	7800 SF

LOT SUMMARY			
LOT	BLK	LOT WIDTH	LOT AREA
28	B	60.00'	7800 SF
29	B	60.00'	7800 SF
30	B	60.00'	7800 SF
31	B	61.34'	7877 SF
32	B	61.56'	7889 SF
33	B	62.47'	7939 SF
34	B	N/A	62044 SF
1	F	75.17'	10464 SF
2	F	59.89'	9855 SF
3	F	60.04'	12281 SF
4	F	60.04'	13242 SF
5	F	60.00'	10543 SF
6	F	60.00'	10061 SF
7	F	60.00'	9613 SF
12	F	N/A	33149 SF
8	J	81.42'	11708 SF
9	J	60.02'	8165 SF
10	J	60.00'	8107 SF
11	J	60.00'	8100 SF
12	J	60.00'	8100 SF
13	J	60.00'	8100 SF
14	J	70.00'	9402 SF
1	K	103.14'	14920 SF
2	K	60.14'	8417 SF
3	K	60.14'	8191 SF
34	K	61.08'	8139 SF
35	K	60.04'	9112 SF
36	K	60.04'	10511 SF
37	K	55.03'	15512 SF

LOT SUMMARY

TOTAL NUMBER OF LOTS	59
AVERAGE SIZE OF LOTS	0.242 ACRES / 10556 SF
NUMBER OF LOTS ≥10 ACRES	0
NUMBER OF LOTS >5 ACRES, <10 ACRES	0
NUMBER OF LOTS ≥ 2 ACRES AND ≤5 ACRES	0
NUMBER OF LOTS ≥1 ACRE AND <2 ACRES	1
NUMBER OF LOTS <1 ACRE	58
NUMBER OF 50' SINGLE FAMILY LOTS (5500 MIN SF)	0
NUMBER OF 60' SINGLE FAMILY LOTS (7200 MIN SF)	57

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

DATE OF PREPARATION: April 27, 2021

LEGEND

CFN	CLERK FILE NUMBER
AC	ACRE(S)
BLK	BLOCK
ESMT	EASEMENT
ETJ	EXTRATERRITORIAL JURISDICTION
VOL	VOLUME
PG	PAGE(S)
ROW	RIGHT-OF-WAY
GETCTV	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
DOC NO.	DOCUMENT NUMBER
OPR	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
HCPR	PLAT RECORDS OF HAYS COUNTY, TEXAS
HCDR	DEED RECORDS OF HAYS COUNTY, TEXAS
● (SURVEYOR)	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
	SET 1/2" IRON ROD (PD)
	SET 1/2" IRON ROD (PD)-ROW
1140	EXISTING CONTOURS
1140	PROPOSED CONTOURS
	ORIGINAL SURVEY/COUNTY LINE
℄	CENTERLINE
	KYLE CITY LIMITS
①	15' WATER EASEMENT

Date: Apr 27, 2021, 8:36am User ID: Binay
File: P:\civil\Projects\8141-08\Survey\plat\8141-19-4A.dwg

FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 4A

A 17.359 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A 153.0288 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20006092 AND A PORTION OF A 61.49 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 17034173, BOTH OUT OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL PHARASS 1/4 LEAGUE NO. 14, ABSTRACT 360, IN HAYS COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

DATE OF PREPARATION: April 27, 2021

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED ENTIRELY WITHIN HAYS COUNTY.
2. THIS PLAT FALLS PARTIALLY WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE WITHIN THE TRANSITION ZONE, AND PARTIALLY WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER TRANSITION ZONE.
3. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
4. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48209C0270 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
5. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
6. STREETS TO BE ACCESSED WILL BE CONSTRUCTED WITH CURB AND GUTTER.
7. LINEAR FOOTAGE OF STREET IMPROVEMENTS: ±2694 L.F.
8. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
9. AREA WITHIN NEW ROAD RIGHT-OF-WAY = 3.062 ACRES.
10. ALL STREETS TO BE PAVED, PUBLIC AND MAINTAINED BY THE COUNTY.
11. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
12. TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING, WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOMEOWNERS ASSOCIATIONS.
13. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENTITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
14. THIS SUBDIVISION IS WITHIN THE ETJ OF THE CITY OF KYLE, TEXAS.
15. GAS PROVIDED BY CENTERPOINT ENERGY. (800) 427-7142
16. ELECTRICITY PROVIDED BY PERDENALES ELECTRIC COMPANY. (888) 554-4732
17. THE WASTEWATER TREATMENT PLANT IS OWNED AND OPERATED BY THE CITY OF KYLE, TEXAS.
18. WASTEWATER IS PROVIDED BY THE CITY OF KYLE, TEXAS (512) 262-3960 (SEE NOTE ABOVE).
19. WATER IS PROVIDED BY THE CITY OF KYLE, TEXAS. (512) 262-3960
20. INTERNET/PHONE IS PROVIDED BY SPECTRUM. (855) 855-4575
21. TRASH IS PROVIDED BY TEXAS DISPOSAL SYSTEMS. (800) 375-8375
22. THE REQUIREMENT CONCERNING CONSTRUCTION STANDARDS FOR MAILBOXES INSTALLED WITHIN THE RIGHT-OF-WAY OF STREETS AND HIGHWAYS AND REQUIRING ALL SUCH MAILBOXES TO BE MADE OF COLLAPSIBLE MATERIALS, AS DEFINED IN THE ORDINANCE. COMMUNITY MAILBOXES SHALL HAVE A SEPARATE LIGHT/STREET LIGHT TO ILLUMINATE THE MAILBOX AREA.
23. FOR THE TWO (2), FIVE (5), TEN (10), TWENTY-FIVE (25), AND ONE HUNDRED (100) YEAR, TWENTY-FOUR (24) HOUR STORM EVENTS, POST DEVELOPED CONDITION RUNOFF RATES SHALL BE LESS THAN OR EQUAL TO THE PRE-DEVELOPED CONDITION RUNOFF RATES. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
24. THIS SITE IS LOCATED WITHIN HAYS COUNTY ESD #5 AND #9.
25. CONSTRUCTION STANDARDS AND SPECIFICATIONS WILL BE AS AGREED TO IN THE BLANCO RIVER RANCH (PHASE ONE RESIDENTIAL AREA) DE-ANNEXATION AND DEVELOPMENT AGREEMENT (INSTRUMENT #17018505) APPROVED BY THE HAYS COUNTY COMMISSIONER'S COURT ON MARCH 21, 2017.
26. POST CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.
27. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
28. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.
29. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF TROUT RIVER ROAD AND ALLEGHENY WAY. THOSE SIDEWALKS NOT ABUTTING RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED WHERE THERE ARE DOUBLE FRONTAGE LOTS, SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED. (ORD #439, ARTICLE V, SEC 10; KYLE CODE)
30. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
31. THE MAINTENANCE OF SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS OR HOMEOWNERS ASSOCIATION OR THEIR SUCCESSORS AND NOT THE RESPONSIBILITY OF THE CITY OF KYLE OR HAYS COUNTY.
32. ROAD WAY CLASSIFICATIONS ARE PER THE BLANCO RIVER RANCH (PHASE 1 RESIDENTIAL AREA) DE-ANNEXATION AND DEVELOPMENT AGREEMENT (INSTRUMENT #17018505).
33. COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE CORS NETWORK.
34. MONUMENTS AND LOT MARKERS WILL BE SET WITH 1/2" IRON ROD WITH CAP MARKED "PAPE-DAWSON" OR MAG NAIL WITH DISK MARKED "PAPE-DAWSON" AFTER THE COMPLETION OF UTILITY INSTALLATION AND STREET CONSTRUCTION UNLESS OTHERWISE NOTED.
35. DIMENSIONS SHOWN ARE SURFACE.
36. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

6 CREEKS-PHASE 1, SECTION 4A
Civil Job No. 8141-19; Survey Job No. 8141-08
Date: Apr 27, 2021, 8:30am User ID: Binay
File: P:\jobs\8141-19\Survey\plat\Ph1Sec4\Ph1Sec4A.dwg

FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 4A

A 17.359 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A 153.0288 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20006092 AND A PORTION OF A 61.49 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 17034173, BOTH OUT OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL PHARASS 1/4 LEAGUE NO. 14, ABSTRACT 360, IN HAYS COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

DATE OF PREPARATION: April 27, 2021

THE STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT HMBRR DEVELOPMENT, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 1011 N. LAMAR, AUSTIN, TEXAS, AS CONVEYED TO IT BY DEED DATED FEBRUARY 20, 2020, RECORDED IN DOCUMENT 20006092, AND DEED DATED SEPTEMBER 27, 2017, RECORDED IN DOCUMENT 17034173, BOTH OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 17.359 ACRES OF LAND OUT OF THE SAMUEL PHARASS 1/4 LEAGUE SURVEY NO. 14, ABSTRACT 360, TO BE KNOWN AS:

6 CREEKS-PHASE 1, SECTION 4A

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

_____
HMBRR DEVELOPMENT, INC.
BY: BLAKE MAGEE
PRESIDENT
1011 N. LAMAR
AUSTIN, TEXAS 78703

THE STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE/SHE ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT, AND AS THE ACT AND DEED OF SAID CORPORATION, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF _____, A.D. 20____.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINTED NOTARY'S NAME
MY COMMISSION EXPIRES _____

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

_____ _____
DAVID CASANOVA DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4251
STATE OF TEXAS
PAPE-DAWSON ENGINEERS, INC.
TBPE, FIRM REGISTRATION NO. 470
TBPLS, FIRM REGISTRATION NO. 10028800
2000 NW LOOP 410
SAN ANTONIO, TX 78213

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

_____ _____
REBECCA ANN CARROLL DATE
REGISTERED PROFESSIONAL ENGINEER NO. 92666
PAPE-DAWSON ENGINEERS, INC.
TBPE, FIRM REGISTRATION NO. 470
TBPLS, FIRM REGISTRATION NO. 10028800
2000 NW LOOP 410
SAN ANTONIO, TX 78213

THE STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT CLARE L. BRANSON, CONSTRUCTION LENDING OFFICER, OF AMERICAN BANK, N.A., THE LIEN HOLDER OF THE TRACTS OF LAND SHOWN HEREON AND DESCRIBED IN RECORDED DOCUMENT NUMBER 17034176 AND RECORDED DOCUMENT NUMBER 17034173, BOTH OUT OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACTS OF LAND AS SHOWN HEREON, DOES FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND TO THE DEDICATION TO THE PUBLIC THE USE OF THE STREETS, PUBLIC TRAILS, AND EASEMENTS SHOWN HEREON.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____ A.D. 20_____.

_____
CLARE L. BRANSON
AMERICAN BANK, N.A.
CONSTRUCTION LENDING OFFICER
3520 BEE CAVES ROAD, SUITE 200
AUSTIN, TX 78746

THE STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CLARE L. BRANSON, CHIEF ACCOUNTING OFFICER, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINTED NOTARY'S NAME

THIS FINAL PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS _____ DAY OF _____, A.D. 20____.

_____
CHAIRPERSON

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISON SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WATERWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

_____
ERIC VAN GAASBEEK, R.S., C.F.M
INTERIM HAYS COUNTY FLOODPLAIN ADMINISTRATOR

_____
MARCUS PACHECO, INTERIM DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

REVIEWED B Y:

_____
DIRECTOR OF PUBLIC WORKS

REVIEWED BY:

_____
CITY ENGINEER

I, THE UNDERSIGNED, INTERIM DIRECTOR OF HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE.

_____
MARCUS PACHECO, INTERIM DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20_____, A.D., AT _____ O'CLOCK ____M. AND DULY RECORDED ON THE _____ DAY OF _____, 20_____, A.D., AT _____ O'CLOCK ____M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN CFN # _____.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE _____ DAY OF _____, 20____, A.D

_____
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF HAYS §

THIS PLAT HAS BEEN SUBMITTED AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS _____DAY OF _____, 20_____

_____
MICHELLE CHRISTIE MADAM CHAIR

Date: Apr 27, 2021, 8:37am User ID: Brittany
File: K:\Civil\19\Survey\Final\Plat\8141-19-4A.dwg

00000000020214330%1470%05272021%HAA2440

IRREVOCABLE LETTER OF CREDIT

Borrower: HMBRR Development, Inc.
1011 N Lamar Blvd
Austin, TX 78703

Lender: American Bank of Commerce
Austin Downtown Banking Center
610 West 5th
Austin, TX 78701

Beneficiary: Hays County
111 E San Antonio
San Marcus, TX 78666

NO.: 20214330

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 05-10-2022 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Three Hundred Sixty-two Thousand Eight & 18/100 Dollars ($362,008.18) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER American Bank of Commerce IRREVOCABLE LETTER OF CREDIT NO. 20214330 DATED 05-27-2021," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and

B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Texas.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: May 27, 2021

LENDER:

AMERICAN BANK OF COMMERCE

By: for CCC
Chris Crowley, Vice President

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures

LaserPro, Ver. 21.1.0.222 Copr. Finastra USA Corporation 1997, 2021. All Rights Reserved. - TX C:\CFI\LPL\C43LOC.FC TR-17138 PR-63

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 the selection of the team of CP&Y and KFriese & Associates to provide preliminary engineering services including but not limited to Exploration and Coalition Building, Corridor Study, and National Environmental Policy Act compliance investigations related to a proposed extension of SH45 Southwest from FM 1626 to IH35 and authorize staff and counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 15, 2021	TBD

LINE ITEM NUMBER

TBD

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The need for the extension of SH 45 Southwest to IH35 is recognized throughout the region. Funding of the services described in the agenda item description is being tentatively assigned to the Transportation Department's FY21-22 budget cycle.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1679-PC; Call for a Public Hearing on July 13th, 2021 to discuss approval of the final plat of the Rolling Oaks, Section 1, Lot 6, Replat.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	June 15, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

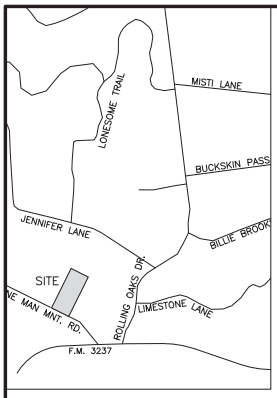
PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
MACHACEK	SHELL	N/A

SUMMARY

Rolling Oaks, Section One is a recorded subdivision located off of FM 3237 in Precinct 3.

The proposed re-plat will divide the 9.98 acre lot 6 into 3 lots, Lot 6A, Lot 6B, and Lot 6C. Water service will be provided by individual wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.



VICINITY MAP – 1"=2000'

SURVEYORS NOTES

1. FENCES MEANDER.

2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.

3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0245F, DATED 9/2/2005, A PORTION OF LOT 6C LIES WITHIN ZONE A (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD) THE REMAINDER OF THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.

5. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

6. ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.

7. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.

8. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITIES CORPORATE CITY LIMITS OR AREA OF EXTRATERRITORIAL JURISDICTION.

9. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 4 AND 7.

10. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

11. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.

12. ALL LOTS SERVED BY SHARED ACCESS DRIVEWAY ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE PER LOT AND IF ANYOTHER DEVELOPMENT OF A DWELLING UNIT OCCURS ON ANY OF THE LOTS OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY, THEN SUCH NEW DWELLING UNIT MUST BE CONSTRUCTED ON A SEPARATELY PLATTED LOT WITH DIRECT FRONTAGE ONTO AND PHYSICAL ACCESS TO A REGULATED ROADWAY PRIOR TO CONSTRUCTION OF THE DWELLING UNIT. A DUPLEX WILL NOT BE CONSIDERED A SINGLE FAMILY RESIDENCE FOR THE PURPOSES OF THIS SUBPARAGRAPH.

13. THE OWNERS OF THE SINGLE FAMILY RESIDENCES OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE OF THE DRIVEWAY, INCLUDING MAINTAINING ANY DRAINAGE STRUCTURES ASSOCIATED WITH THE DRIVEWAY. THE DRIVEWAY MUST BE MAINTAINED AT ALL TIMES IN A CONDITION THAT WILL PERMIT UNENCUMBERED VEHICULAR ACCESS BY EMERGENCY VEHICLES.

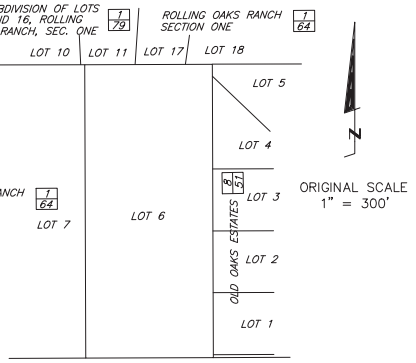
14. LOT 6A IS RESTRICTED TO RAINWATER COLLECTION ONLY, FOR POTABLE WATER, AND ADVANCED OSSF FOR WASTEWATER.

15. LOTS SMALLER THAN FIVE ACRES, WHICH ARE SERVED BY A SHARED ACCESS DRIVEWAY, WILL BE PROHIBITED FROM FURTHER SUBDIVISION UNLESS ADDITIONAL IMPROVED ACCESS IS PROVIDED.

16. UP TO THREE (3) LOTS WITHOUT INDEPENDENT ACCESS TO A REGULATED ROADWAY MAY SHARE A SHARED ACCESS DRIVEWAY WITH UP TO TWO (2) LOTS HAVING INDEPENDENT ACCESS TO A REGULATED ROADWAY IF ALL OTHER REQUIREMENTS OF THESE REGULATIONS ARE MET AND ALL LOTS USING OR ADJACENT TO THE SHARED ACCESS DRIVEWAY ARE LARGER THAN FIVE (5) ACRES IN SIZE AND RESTRICTED BY PLAT NOTE LIMITING DEVELOPMENT TO ONE SINGLE FAMILY RESIDENCE PER LOT AND PROHIBITING TCEQ REGULATED DEVELOPMENT.

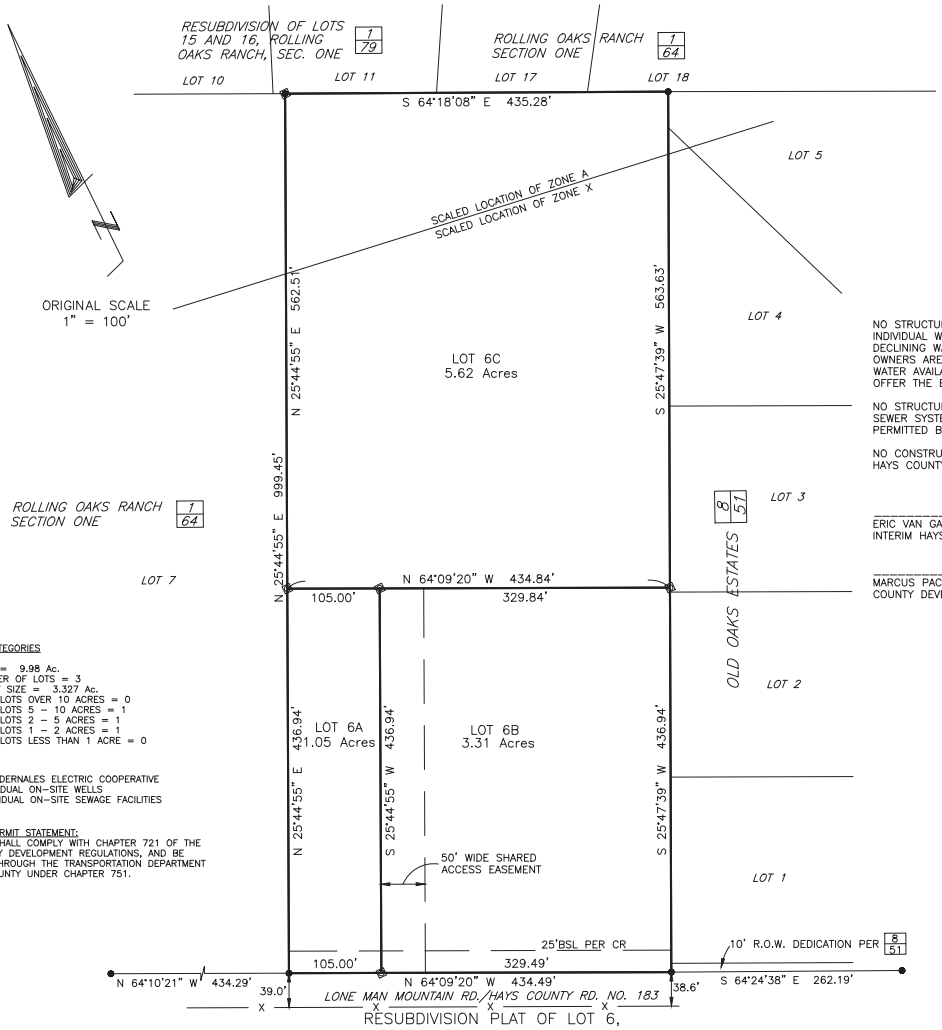
LEGEND

VOL / PG	HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
VOL / PG	HAYS COUNTY PLAT RECORDS
⊡	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
●	1/2" IRON ROD FOUND OR DIAMETER NOTED
◙	IRON ROD FOUND WITH PLASTIC CAP STAMPED "RPLS 5687"
— X —	WIRE FENCE
ohu	UTILITY LINE, POLE AND GUY
CR	COUNTY REGULATIONS
BSL	BUILDING SETBACK LINE



ORIGINAL SCALE
1" = 300'

ORIGINAL LOT CONFIGURATION
LOT 6, ROLLING OAKS RANCH,
SECTION ONE, HAYS COUNTY, TEXAS



ORIGINAL SCALE
1" = 100'

RESUBDIVISION PLAT OF LOT 6,
ROLLING OAKS RANCH, SECTION
ONE, HAYS COUNTY, TEXAS

LOT SIZE CATEGORIES

TOTAL AREA = 9.98 Ac.
TOTAL NUMBER OF LOTS = 3
AVERAGE LOT SIZE = 3.327 Ac.
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 – 10 ACRES = 1
NUMBER OF LOTS 2 – 5 ACRES = 1
NUMBER OF LOTS 1 – 2 ACRES = 1
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC–PEDERNALES ELECTRIC COOPERATIVE
WATER–INDIVIDUAL ON–SITE WELLS
SEWER–INDIVIDUAL ON–SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:
DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

CLIENT: DYER, ALLAN
DATE: 12/10/20
OFFICE: K. SMITH
CREW: C. SMITH
FB/PG: 781/38
PLAT NO. 27842–20–c

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ALLAN DYER AND NANCY DYER, OWNERS OF LOT 6, ROLLING OAKS RANCH, SECTION ONE, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED 6/18/2007, AND RECORDED IN VOLUME 3199, PAGE 458 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS REPLAT OF LOT 6, ROLLING OAKS RANCH, SECTION ONE, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

_____
ALLAN DYER, OWNER
2540 JACKSON CREEK RD.
MEDINA, TX. 78055

_____
NANCY DYER, OWNER
2540 JACKSON CREEK RD.
MEDINA, TX. 78055

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ALLAN DYER AND NANCY DYER, KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, A.D., 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2021, AT _____ O'CLOCK ____M., AND DULY RECORDED ON THE _____ DAY OF _____, 2021 AT _____ O'CLOCK _____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN DOCUMENT NUMBER _____.

_____
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, A.D. 2021, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 2021

_____ _____
RUBEN BECERRA — COUNTY JUDGE — HAYS COUNTY, TEXAS
ELAINE H. CARDENAS — COUNTY CLERK — HAYS COUNTY, TEXAS

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON–SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

_____ _____
ERIC VAN GAASBEEK, R.S., C.F.M. — INTERIM HAYS COUNTY FLOODPLAIN ADMINISTRATOR — DATE

_____ _____
MARCUS PACHECO, INTERIM DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES — DATE

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512–396–2270 FAX 512–392–2945
FIRM NO. 10070500

OWNERS–LAVERNE & MARJORIE ODELL

RESUBDIVISION PLAT OF LOT 6, ROLLING OAKS RANCH, SECTION ONE, 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

PLN-1674-PC; Call for a Public Hearing on July 13th, 2021 to discuss approval of the final plat of the Carol Oaks, Lot 14, Replat.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	June 15, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
MACHACEK	SMITH	N/A

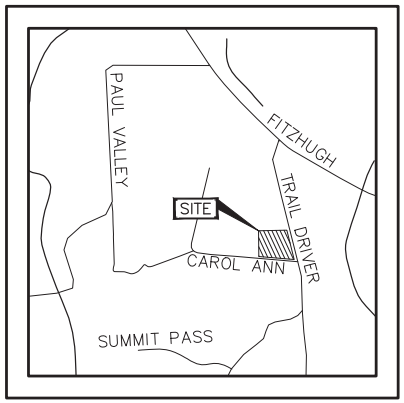
SUMMARY

Carol Oaks is a recorded subdivision located off of Fitzhugh Road in Precinct 4.

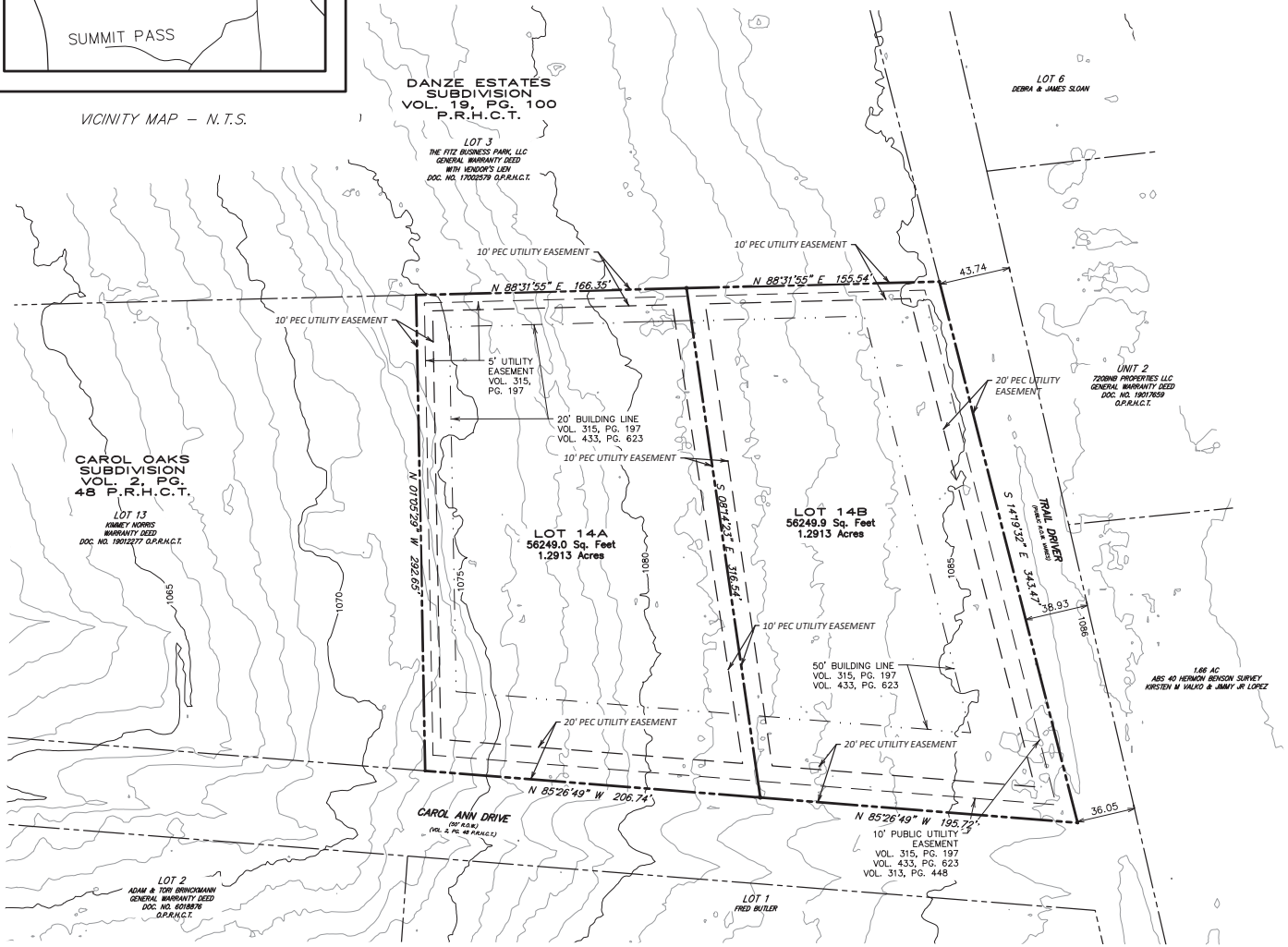
The proposed re-plat will divide the 2.583 acre lot 14 into 2 lots, Lot 14A and 14B. Water service will be provided by rainwater collection. Wastewater treatment will be accomplished by advanced on-site sewage facilities.

RESUBDIVSION OF LOT 14
CAROL OAKS
A SUBDIVISION RECORDED IN VOL. 2, PG. 48,
PLAT RECORDS OF HAYS COUNTY, TEXAS

February 8, 2021



VICINITY MAP – N.T.S.



0 10 30 50 100 150

SCALE: 1" = 50'

LEGEND

- IRON ROD FOUND
- PROPOSED BOUNDARY LINE
- ADJOINER LINE
- PROPOSED EASEMENT LINE
- EXISTING EASEMENT LINE
- BUILDING SETBACK LINE
- MONUMENT

LOT	ACREAGE
LOT 14A	1.291 AC
LOT 14B	1.291 AC
TOTAL ACREAGE	2.583 AC
TOTAL NO. OF LOTS	2

GENERAL PLAT NOTES:

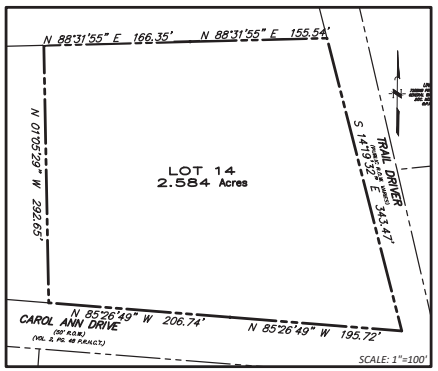
1. *THIS PLAT IS LOCATED WITHIN DRIPPING SPRINGS ISD AND HAYS COUNTY FIRE ESD # 6.*
2. *THIS PLAT IS LOCATED IN THE HAYS TRINITY GROUND WATER CONSERVATION DISTRICT.*

UTILITY PROVIDERS:

WATER: ON-SITE RAIN WATER COLLECTION

WASTEWATER: ADVANCED ON-SITE SEWAGE FACILITY

ELECTRIC: PEDERNALES ELECTRIC COOPERATIVE



AREA BEING REPLATTED

JONES|CARTER

Texas Board of Professional Engineers Registration No. F-439
Texas Board of Professional Land Surveying Registration No. 10046101
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

APPLICATION SUBMITTAL DATE: _____

PLAT PREPARATION DATE: February 8, 2021

K:\S0983\S0983-0004-00 REPLAT OF LOT 14 CAROL OAKS SUBDIVISION,\2 DESIGN PHASE\CAD\PLANS\PLAT\S0983-0004-00 REPLAT OF LOT 14 V3.DWG

RESUBDIVSION OF LOT 14
CAROL OAKS
A SUBDIVISION RECORDED IN VOL., PG. 48,
PLAT RECORDS OF HAYS COUNTY, TEXAS

January 6, 2021

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

That Q4 Interests, Ltd., being the owner of that certain 2.583 acres of land, Lot 14, Carol Oaks, according to the map or plat thereof, recorded in Volume 2, Page 48, situated in Hays County, Texas, of the official public records of Hays County, Texas, does hereby subdivide said land in accordance with the attached map or plat shown hereon, pursuant to Chapter 212 of the Texas Local Government Code, to be known as:

LOT 14A & LOT 14B

And do hereby dedicate to the public, the use of the streets and easements shown hereon, subject to any easements and/or restrictions heretofore granted and not released.

WITNESS MY HAND, this the _____ day of _____, 20___, A.D.

By: Q4 Interests, Ltd.

_____
Paul Preston
825 Usener Street, Unit# 1035
Houston, TX 77009

STATE OF TEXAS §
COUNTY OF HAYS §

Before me, the undersigned authority on this day personally appeared

_____ known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

_____
Notary Public, State of Texas

_____
Print Notary's Name
My Commission Expires: _____

I, Rex Hackett, am authorized under the laws of the State of Texas to practice the profession of surveying, and hereby certify that this plat complies with Title 25 of the Austin City Code, as amended, of the Land Development Code and the Hays County Subdivision Regulations, is true and correct to the best of my ability, and was prepared from an actual survey of the property made under my supervision on the ground.

_____
Rex Hackett
Registered Professional Land Surveyor No. 5573

Date _____
JONES & CARTER, INC.
3100 Alvin Devane Blvd, Suite 150
Austin, Texas 78741

FLOOD PLAIN NOTE:

No portion of this tract is within the boundaries of the 100 year flood plain of any waterway that is within the limits of study of the Federal Emergency Management Agency FIRM Map #48209C0107F dated September 2, 2005, for Hays County, Texas.

I, Joseph E. York, a Registered Professional Engineer, do hereby certify that the information contained on this plat complies with Title 25 of the Austin City Code, as amended, of the Land Development Code, Hays County Subdivision Regulations, and the design and construction standards adopted by the City Austin, Texas.

_____
Joseph E. York V
Registered Professional Engineer No. 124934

Date _____
JONES & CARTER, INC.
4350 Lockhill Selma Road, Suite 150
San Antonio, Texas 78249

STATE OF TEXAS: §
COUNTY OF HAYS: §

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that, on

the _____ day of _____, A.D. 20___, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing of this plat, and said order has been duly entered in the minutes of the Court Instrument

Number _____. Witness my hand and seal of office,

this the _____ day of _____, 20____ A.D.

_____
Ruben Becerra
County Judge
Hays County, Texas

_____
Elaine H. Cardenas
County Clerk
Hays County, Texas

STATE OF TEXAS: §
COUNTY OF HAYS: §

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record

in my office on the _____ day of _____, A.D. 20___, at

_____ o'clock _____m., in the plat records of Hays County, Texas, in

Instrument Number _____.

Witness my hand and seal of office, this the _____ day of

_____, A.D. 20___.

_____
Elaine H. Cardenas
County Clerk
Hays County, Texas

STATE OF TEXAS §
COUNTY OF HAYS §

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO WIT:

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning groundwater availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

_____
Marcus Pacheco, Director
Hays County Development Services

_____
Eric Van Gaasbeek, R.S., C.F.M.
Interim Hays County Floodplain Administrator

NOTES:

1. There are no identified special flood hazard areas in the planned area, and the lots are within Zone X, according to Federal Emergency Management Agency (F.E.M.A.) Flood Insurance Rate Map (Firm) No. 48209C0107F, dated September 02, 2005.
2. The Owner /Developer of this lot shall provide certification of Advanced On-Site Sewage Facility and submit the OSSF design to Hays County for review and approval.
3. In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted to access onto a public roadway unless (a) a Permit for use of the County Roadway Right-of-way has been issued under Chapter 751, and, (B) the driveway satisfies the minimum spacing requirement set forth in Chapter 721 of the Hays County Development Regulations.
4. Both lots presented in this plat are in the Edwards Aquifer Contributing Zone, but not in the Edwards Aquifer Recharge Zone.
5. All Culverts, when required, shall comply with the current Hays County standard.
6. Mailboxes placed within the ROW, shall be an approved TxDOT or FHWA design.

JONES | CARTER
Texas Board of Professional Engineers Registration No. F-439
Texas Board of Professional Land Surveying Registration No. 10046101
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

APPLICATION SUBMITTAL DATE: _____
PLAT PREPARATION DATE: February 8, 2021

K:\S0983\S0983-0004-00 REPLAT OF LOT 14 CAROL OAKS SUBDIVISION,\2 DESIGN PHASE\CAD\PLANS\PLAT\S0983-0004-00 REPLAT OF LOT 14 V3.DWG

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 provide direction to staff and consultants regarding the issuance of Parks and Open Space bonds pursuant to authorization of Hays County Proposition A in the 2020 General Election.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 15, 2021	TBD

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Kennedy	BECERRA	N/A

SUMMARY

To be provided in Open Court. Dan Wegmiller from Specialized Public Finance will be present to provide information.

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 form a Citizens Advisory Commission on Redistricting.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 15, 2021	

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

Judge Becerra seeks to create a Citizens Advisory Commission on Redistricting (CACR).

The objectives in forming this commission are:

Transparency
To make sure the community has a voice.
To reduce the number of people who reach out to Steve Floyd in the GIS Department.

Each Court Member has already been asked to nominate two (2) representatives from their precinct to be an active member of the CACR.

The CACR will meet according to the Open Meetings Act, properly posted, recorded, and allowing for citizen comments.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an ACH Agreement with Certified Payments to allow the Hays County Fire Marshal's Office to accept eChecks for fees.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 15, 2021	N/A

LINE ITEM NUMBER

064-665-00.4402

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Nathan Mendenhall, Fire Marshal	BECERRA	N/A

SUMMARY

The Fire Marshal's office presently accepts fees by credit card and debit card with Certified Payment and would like to add the additional eCheck service. With the eCheck service, the money is electronically withdrawn from the payer's account, sent via the ACH network to the county banking institution, and then electronically deposited. This service is a safe and secure payment option with a nominal ($1.00) associated fee to the payer and allows for more timely deposits.

Attachment: Certified Payments ACH Processing Services Agreement

CERTIFIED PAYMENTS

ACH PROCESSING SERVICES AGREEMENT

ECheck Processing

This ACH Processing Services Agreement ("Agreement") is made and entered into by and between Accelerated Card Company, LLC. DBA Certified Payments, a Texas Corporation, with offices located at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and Hays County Texas, 712 South Stagecoach Trail Suite 1094, San Marcos Texas 78666 ("Agency").

RECITALS

WHEREAS, Agency desires to accept payments from its customers ("Customers") by electronic ACH ("ACH Entries") through a third party ACH Service Provider;

WHEREAS, Certified provides third party ACH Processing Services ("Services") on behalf of Agency pursuant to ACH Origination Service Agreements with Originating Depository Financial Institutions ("ODFI"), agreements with ACH Originators ("Originators") and other agreements with other parties that are a part of the ACH process (collectively "Participants").

WHEREAS, Agency desires to employ Certified to act on behalf of Agency in providing such services and Certified desires to provide such Services subject to the terms and conditions set forth in this agreement.

NOW THEREFORE, the Agency and Certified agree as follows:

1. DEFINITIONS. As used herein, the following terms have the meanings set forth below:

"ACH" (Automated Clearing House) is a clearing and settlement facility for the interchange of electronic debits and credits among financial institutions.

"ACH Entries" are the electronic transactions initiated and authorized by Agency's customers and processed by Certified.

"ACH Network" means the funds transfer system governed by the Rules of NACHA which provides for the interbank clearing of electronic entries for participating financial institutions.

"ACH Origination Service Agreement" shall mean the contractual agreement between Certified and an ODFI.

"ACH Returns" is the process of returning and settling funds that were dishonored by the RDFI and returned to the ODFI.

"Agency Bank" is the Depository Financial Institution where the Agency Bank account is maintained for Certified's access to settle financial payment transactions under this agreement.

"Agency Bank Account" is the Bank account Agency has established with Agency Bank for settlement of ACH credit and debit entries provided under the terms of this agreement, and identified as Exhibit B attached hereto. The Bank account will also be used for credits and debits incurred in connection with any reversed or returned electronic ACH entries.

"Convenience Fee" means the fee charged by Certified to Agency's customers for the convenience of using the ACH Processing Services in making the Agency's payment.

"Customer" means Agency's customer or taxpayer who submits a payment through Certified for processing through the ACH Network.

"MXP" means Mid-America Payment Exchange.

"NACHA" means the National Automated Clearing House Association that establishes the standards, rules and procedures that enable depository financial institutions to exchange ACH payments on a national basis.

"NACHA Rules" means the then-current National Automated Clearing House Association ("NACHA") ACH Operating Rules and Operating Guidelines published by NACHA.

"Net Total" is the net amount of ACH debits, credits and return Entries (in US Dollars) contained in the ACH Batch.

"ODFI" means the originating depository financial institution which accepts and processes debit and credit entries for distribution to an automated clearing house.

"Originator" means the person or organization that has authorized an ODFI to transmit a credit or debit entry to the account of a receiver with an RDFI or to the RDFI. In some cases, the ODFI may also be the originator.

"RDFI" (Receiving Depository Financial Institution) means a receiving depository financial institution intended to be the end recipient of either debit or credit entries to the account of a Recipient.

"Recipient" means any person or entity which has authorized Certified to originate electronic debit or credit entries to be posted to its account at a depository financial institution.

"Rules" means the combined MXP Rules, the NACHA Rules, the ODFI and Originator Rules as well as those rules of the Federal Reserve which apply to or govern the provision of the Services.

"Settlement Account" means a demand deposit account at the ODFI Bank, designated by Certified as the account to be used for, and in conjunction with Certified's automated clearing house transactions.

2. CERTIFIED'S OBLIGATIONS.

A. Certified will process Agency Payments from Agency's Customers through web initiated ACH entries and when available, through telephone initiated transactions.

B. In consideration of Certified's provision of services hereunder, Certified may charge Agency's Customers a Convenience Fee for each Agency payment processed. The Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Fees that Certified may charge Agency's Customers.

C. Certified will originate and transmit a single-entry transaction, the sum of the Agency Payment and the corresponding Convenience Fee payment ("ACH Entries") to ODFI for processing through the ACH system pursuant to the ACH Origination Service Agreement between Certified and ODFI.

D. Certified will obtain express authorization from the Customer prior to initiating a debit to the Customer's account. Customer's express authorization allows Certified to instruct ODFI to initiate an electronic debit entry for Certified against Customer. It also permits Certified to reinitiate an Entry where the original Entry is returned and to assess a collection fee against Customer.

E. The express authorization will be identified as an ACH debit transaction and will identify both the payment amount to the agency and the convenience fee

payment. The authorization clearly states the terms of the ACH debit and encourages the customer to print and retain a copy of the authorization. The Customer must authenticate the authorization by signing and accepting the terms of the ACH Debit Authorization Agreement. Certified will store a copy of the authorization and produce a copy upon request.

F. Certified will provide each Customer with electronic confirmation of the Agency Payment and corresponding convenience fee.

G. Certified will transmit ACH Entries by batch to the ODFI according to a pre-determined schedule agreed upon by Certified and the ODFI.

H. Certified will generally transmit settlement to Agency's bank within 48 to 72 hours of the receipt of the ACH Entry. Certified will transmit a Net Total deposit to Agency's Bank account. Agency hereby authorizes Certified to initiate debit and credit entries to Agency's Bank Account. Certified shall retain all Convenience fees and any collection fees collected by it hereunder.

I. Agency will immediately reimburse Certified in connection with any reversed or rejected electronic entries or for any shortfalls or amounts Certified is unable to collect from Agency's customers.

J. Certified will provide Agency with ACH payment data and reports summarizing the use of the Services by Customers for a given reporting period. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file.

K. Certified will retain all logs and data for such period of time as required by applicable law and the rules and regulations of NACHA and Certified's ODFI.

3. AGENCY'S OBLIGATIONS.

A. In addition to this Agreement, Agency agrees to enter into and any and all applicable agreements that are required to perform the services hereunder.

B. Prior to Certified's commencement of services, Agency will complete in full and sign all necessary paperwork that Certified puts forth.

C. In order to provide the Services hereunder, Certified is required to enter into agreements that include but are not limited to Third Party Processing Agreements with an ODFI as such term is defined and used under the rules promulgated by the National Automated Clearing House Association as modified from time to time.

D. Agency acknowledges and agrees that Certified will collect ACH payments from Agency's customers and transmit such entries for processing into the ACH network. As such, Agency acknowledges that the ODFI is acting solely in the capacity as a processor for Certified and the ODFI has no duty or obligation to Agency to inquire, review or investigate the nature of the transactions that occur between Agency and Certified. Agency is not a third party beneficiary of any Third Party Processor Agreement between Certified and the ODFI. Agency acknowledges that the ODFI has no fiduciary duties to Agency under this Agreement. Agency agrees to look solely to Certified for the performance of the processing services specified herein.

E. Certified is required to fully adhere to the procedures and rules of NACHA and the ACH Origination Service Agreement; accordingly, Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with any such request by Certified will be grounds for immediate termination of this Agreement.

4. ADDITIONAL MATTERS

A. Confidentiality. Agency will not disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding Certified's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties. The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property. In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure. Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and that do not involve either fault or judgment of Certified.

F. Remedies. Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

G. Notice. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY:	AGENCY NAME	Hays County Texas
	ADDRESS	712 South Stagecoach Trail Suite 1094
	CITY, STATE ZIP	San Marcos Texas 78666

CERTIFIED PAYMENTS: Certified Payments, Inc.
Attn: General Counsel
100 Throckmorton Street, Suite 200
Fort Worth, TX 76102
applications@certifiedpayments.net

H. Term of Arrangement. This Agreement shall become effective once it has been signed by an authorized representative of both Certified and Agency. Unless otherwise terminated, the term of the arrangement shall continue from the date of this Agreement until thirty (30) days after such time as either Certified or

Agency has notified the other party in writing of its decision to terminate.

I. Termination. Certified's performance of this Agreement is subject to the Automated Clearing House Origination Service Agreement, the Third Party Processor Agreement, the rules and regulations of NACHA, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from Certified's ODFI Bank to terminate shall be immediate upon such event.

J. Governing Law. In the event a dispute arises between any of the parties to this agreement, all parties hereby agree that such a dispute shall be governed by the laws of the State of Texas.

K. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, however, the obligations of Certified under this Agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of Certified so long as Certified assumes full responsibility for such obligations.

L. Entire Agreement; Modifications. This Agreement, together with the Third Party Processor Agreement and exhibits and schedules attached hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

M. Severability. If any provision of this Agreement is held by court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

O. Indemnification. Certified hereby agrees to indemnify Agency against any loss, damages, or attorneys' fees reasonably incurred by Agency caused by Certified's loss of any Agency Payment funds while such Agency Payment funds are in the possession of Certified. This indemnity does not constitute a guarantee of a Customer's payment obligation (i.e., Certified does not guarantee that a Customer has sufficient funds or credit to complete any Agency Payment).

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on June 6, 2021.

AGENCY'S ACCEPTANCE:

AGENCY NAME Hays County Texas

By: _____
Agency Signature

_____
Printed Name and Title

_____
Date

CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Sonya Thompson Operations Manager
Printed Name and Title

_____
Date

EXHIBIT A
SCHEDULE OF FEES
Confidential

This Exhibit A to the ACH Processing Services Agreement between Certified and Agency provides as follows:

1. Schedule of Convenience Fees.

Certified and Agency agree to the following provisions: ☑ Standard ☐ Premium

$ 1.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge Customers for Agency payments when Customer initiates an ACH debit entry.

AGENCY'S ACCEPTANCE:
AGENCY NAME Hays County Texas

By: _____
Agency Signature

_____
Printed Name and Title

_____
Date

CERTIFIED'S ACCEPTANCE:
ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Sonya Thompson Operations Manager
Printed Name and Title

_____
Date

EXHIBIT B
AGENCY BANK ACCOUNT
Confidential

This Exhibit B to the ACH Processing Services Agreement between Certified and Agency provides as follows:

AGENCY/BUREAU NAME: Hays County Texas BUREAU CODE: 2267698

Banking Information - ACH/ECheck

The undersigned authority authorizes Certified Payments to deposit ACH credits and withdraw ACH debits to and from the Agency Bank account listed below. The undersigned authority has supplied and hereby confirms the bank account information provided.

Bank Name: _____ Bank Contact Name: _____ Contact Telephone/Fax/Email: _____

Street Address: _____ City, State: _____ Zip Code _____

Bank Routing Number: _____ Bank Account/DDA Number: _____

Name on Agency Bank Account: _____

PLEASE PROVIDE A COPY OF A VOID CHECK ON THE ABOVE-REFERENCED BANK ACCOUNT

AGENCY'S ACCEPTANCE:
AGENCY NAME Hays County Texas

By: _____
Agency Signature

_____
Printed Name and Title

_____
Date

CERTIFIED'S ACCEPTANCE:
ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Sonya Thompson Operations Manager
Printed Name and Title

_____
Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize renewal of the Hays County Property and Mobile Equipment liability coverage for plan year 2021 - 2022 at a premium renewal rate of $218,619.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 15, 2021	$218,619

LINE ITEM NUMBER

001-645-00.5340

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Miller	BECERRA	N/A

SUMMARY

The annual Property and Mobile Equipment liability coverage is due for renewal with Texas Association of Counties (TAC) effective 7/1/2021.

Attachment: TAC Property & Mobile Equipment Liability Renewal

May 3, 2021

Ms. Shari L. Miller
Hays County HR Director
712 S. Stagecoach Trail, Suite 1063
San Marcos, TX 78666-5534

Re: Hays County– Property Renewal

Dear Ms. Miller:

Thank you for choosing Texas Association of Counties Risk Management Pool (TAC RMP) for your property coverage needs. TAC RMP strives to provide its Members the most comprehensive coverages and risk solutions available. We appreciate your dedication to the Pool and we understand that supporting our Members when they need it most is an important detail when it comes to your coverage with TAC RMP.

TAC RMP is pleased to present your Property coverage renewal for 2021.

The TAC RMP Board of Directors approved the following Property coverage updates effective July 1, 2021:

- **Limits of Liability coverage extensions table:**
  - **Contingent Business Interruption/Extra Expense** changed name Contingent Gross Earnings/Extra Expense to Contingent Business Interruption/Extra Expense as it is the most commonly used term in other standard property coverage documents.
  - **Business Income & Extra Expense** changed the name "Gross Earnings and Extra Expense" to Business Income & Extra Expense as it is the most commonly used term in other standard property coverage documents.
- **Section B: Property Damage 1. Member Property** added "physical loss", "direct", and "damage" to clarify the coverage document covers direct physical loss and direct physical damage loss.
- **Section 2. Property Excluded** Added "primarily" to exclusion E. Equipment used to produce power or gas distribution to distinguish this exclusion is for third party distribution.
- **Section 3. Additional Coverage:**
  - Y. Protection and Preservation of Property added language "includes, but is not limited to" to clarify the list for costs incurred is not exhaustive.

- **Section 4 Exclusions:**
  - A.7: Added "any of", "moisture", and changed "and" to "or" this clarifies that the exclusion is for any of the perils listed in the exclusion due to loss from any accumulated effects from the perils listed.
  - B.1: Added new exclusion for Communicable Disease
  - C.4: Removed exclusion for collapse
  - C.7: Added new exclusion section for Collapse and included coverage that would be covered in the event of a loss from Collapse.

- **Section C – Time Element:**
  - A.: Business Income- Changed "Gross Earnings" to Business Income as the coverage extension name.

    .
- **Section H- Definitions:**
  - Added definition for Communicable Disease
  - Changed Pollution definition name to Pollutant
- **Other:**
  - Format changes and clarifications were made with minimal impact.

Your renewal coverage is based on information we obtained from the renewal questionnaire. Please review your renewal and all attached schedules for accuracy. If you have any questions please do not hesitate to contact me for an onsite review. If you have any questions or updates related to your coverage, please contact your Member Services Representative, Nelly Cano, for assistance.

We look forward to another successful year and we appreciate and thank you for your continued participation in the TAC Risk Management Pool.

Sincerely,

Lisa McCaig

Lisa McCaig
TAC Risk Management Consultant

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

INVOICE

Hays County
Attn: Shari Miller
712 S. Stagecoach Trail, Suite 1063
San Marcos, TX 78666-5534

Invoice Due Date: July 1, 2021
Invoice #: 32249
Coverage #: PR-1050-20210701-1
Coverage Period: July 1, 2021 - July 1, 2022
Member Number: 1050

Contribution for the coverage below is now due.

Coverage	Contribution Due
Property	$218,619
Total Due:	**$218,619**

Hays County
Attn: Shari Miller
712 S. Stagecoach Trail, Suite 1063
San Marcos, TX 78666-5534

Invoice Due Date: July 1, 2021
Invoice #: NRCN-32249-PC
Contribution Due:$218,619
Amount Enclosed: _____

If the total amount enclosed is not $218,619,
please use the notes section below to explain:

_____

_____

_____

Please make checks payable to:
Texas Association of Counties Risk Management Pool
Box # 2426
San Antonio, TX 78298-9900

04/27/2021

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Property Contribution & Coverage Declarations

Member: Hays County

Coverage Period: July 1, 2021 through July 1, 2022

This Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

PROPERTY	Per Occurrence Limits	Deductible Per Occurrence	Contribution
Property Limits	***TOTAL COVERED VALUE***		
All Other Perils- any other covered loss except those addressed with separate deductibles	$175,298,000	$5,000	$206,085
Coverage with Separate Deductibles	***Sublimits***		
Flood- Special Hazard Zones- Excess of National Flood Insurance Program Limits	$2,500,000	Not to exceed $500,000 per building Not to exceed $500,000 per contents	Included
Flood- Except Special Hazard Zones	$10,000,000	$25,000	Included
Earthquake	$10,000,000 Annual Aggregate	$25,000	Included
Equipment Breakdown	$50,000,000	$5,000	Included
Law Enforcement Animals	$30,000	$1,000	Included
Crime	$250,000	$1,000	Included
Optional Coverage			
Mobile Equipment	As Scheduled	$2,500	$12,534
PROPERTY CONTRIBUTION		**$218,619**	

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties
Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Property Appraisal: Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

This declaration is issued by as authorized representative of the Pool on 04/27/2021 in Austin, Texas.

Property and Mobile Equipment Schedule

Member: Hays County
Coverage Period: July 1, 2021 to July 1, 2022

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
1	001	HAYS COUNTY COURTHOUSE 111 EAST SAN ANTONIO STREET SAN MARCOS, TX, 78666	X	HIST	ISO - 2	1908	3	21,396	$8,077,000	$600,000	$0	$8,677,000	$10,565
1	999	SITE IMPROVEMENTS 111 EAST SAN ANTONIO STREET SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$56,000	$56,000	$65
2	001	GOVERNMENT CENTER 712 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666	X500*	RCV	ISO - 6	2012	3	170,130	$38,922,000	$5,777,000	$0	$44,699,000	$51,976
2	002	STORAGE SHED 712 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666	X500*	RCV	ISO - 1	2012	1	240	$13,000	$3,000	$0	$16,000	$21
2	999	SITE IMPROVEMENTS 712 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$481,000	$481,000	$559
6	001	JUVENILE DETENTION CENTER 2250 CLOVIS BARKER ROAD SAN MARCOS, TX, 78666	X	RCV	ISO - 6	2001	1	43,222	$7,700,000	$843,000	$0	$8,543,000	$9,934
6	002	GED PORTABLE CLASSROOM 2250 CLOVIS BARKER ROAD SAN MARCOS, TX, 78666	X	RCV	ISO - 1	2001	1	2,296	$198,000	$17,000	$0	$215,000	$285
6	003	STORAGE BUILDING 2250 CLOVIS BARKER ROAD SAN MARCOS, TX, 78666	X	RCV	ISO - 1	2001	1	311	$16,000	$4,000	$0	$20,000	$27
6	999	SITE IMPROVEMENTS 2250 CLOVIS BARKER ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$223,000	$223,000	$259
7	001	HEALTH DEPARTMENT BUILDING 401A BROADWAY STREET SAN MARCOS, TX, 78666	X	RCV	ISO - 3	2002	1	9,075	$1,369,000	$347,000	$0	$1,716,000	$1,995
7	002	ADMINISTRATION BUILDING 401C BROADWAY SAN MARCOS, TX, 78666	X	RCV	ISO - 3	2002	1	2,268	$264,000	$0	$0	$264,000	$307

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
7	003	WIC CLINIC ADMINISTRATION 401C BROADWAY SAN MARCOS, TX, 78666	X	RCV	ISO - 3	2002	1	1,984	$247,000	$0	$0	$247,000	$287
7	999	SITE IMPROVEMENTS 401A BROADWAY SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$38,000	$38,000	$44
8	001	MAIN OFFICE BUILDING 4400 OLD STAGECOACH ROAD SAN MARCOS, TX, 78666	AE	RCV	ISO - 4	2010	1	2,638	$594,000	$12,000	$0	$606,000	$705
8	002	MAINTENANCE BUILDING 4400 OLD STAGECOACH ROAD SAN MARCOS, TX, 78666	AE	RCV	ISO - 3	2010	1	1,240	$72,000	$0	$0	$72,000	$84
8	003	PAVILION 4400 OLD STAGECOACH ROAD SAN MARCOS, TX, 78666	AE	RCV	ISO - 3	2010	1	484	$15,000	$0	$0	$15,000	$17
8	999	SITE IMPROVEMENTS 4400 OLD STAGECOACH ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$196,000	$196,000	$228
9	001	LOG CABIN 2400 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666	X	RCV	ISO - 1	1850	1	1,200	$158,000	$0	$0	$158,000	$210
9	002	STORAGE BUILDING 2400 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666	X	RCV	ISO - 1	2010	1	36	$2,000	$0	$0	$2,000	$3
9	999	SITE IMPROVEMENTS 2400 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$4,000	$4,000	$5
10	001	OLD JAIL BUILDING 150 SOUTH FREDRICKSBURG STREET SAN MARCOS, TX, 78666	X	RCV	ISO - 2	1908	2	3,592	$689,000	$0	$0	$689,000	$839
10	002	CARPORT 150 SOUTH FREDRICKSBURG STREET SAN MARCOS, TX, 78666	X	RCV	ISO - 1	1960	1	448	$16,000	$0	$0	$16,000	$21
10	999	SITE IMPROVEMENTS 150 SOUTH FREDRICKSBURG STREET SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$13,000	$13,000	$15
11	001	LBJ MUSEUM 131 NORTH GUADALUPE STREET SAN MARCOS, TX, 78666	X	RCV	ISO - 4	1928	2	8,040	$1,381,000	$0	$0	$1,381,000	$1,606
12	001	RECYCLE OFFICE BUILDING 20290 FM 150 WEST DRIFTWOOD, TX, 78619	X	RCV	ISO - 1	1994	1	247	$13,000	$3,000	$0	$16,000	$28
12	002	ROAD CREW OFFICE 20290 FM 150 WEST DRIFTWOOD, TX, 78619	X	RCV	ISO - 1	1990	1	1,600	$114,000	$84,000	$0	$198,000	$343

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
12	003	RECYCLING BUILDING 1 20290 FM 150 WEST DRIFTWOOD, TX, 78619	X	RCV	ISO - 3	2006	1	1,800	$66,000	$3,000	$0	$69,000	$99
12	004	RECYCLING BUILDING 2 20290 FM 150 WEST DRIFTWOOD, TX, 78619	X	RCV	ISO - 3	2006	1	1,200	$46,000	$8,000	$0	$54,000	$77
12	005	STORAGE SHED 20290 FM 150 WEST DRIFTWOOD, TX, 78619	X	RCV	ISO - 1	1994	1	64	$3,000	$1,000	$0	$4,000	$7
12	999	SITE IMPROVEMENTS 20290 FM 150 WEST DRIFTWOOD, TX, 78619		RCV	ISO - 3	2040		0		$0	$120,000	$120,000	$172
13	001	OFFICE BUILDING 195 ROGER HANKS PARKWAY DRIPPING SPRINGS, TX, 78620	X	RCV	ISO - 1	2009	1	6,272	$1,082,000	$137,000	$0	$1,219,000	$1,618
13	002	RAIN TANK 195 ROGER HANKS PARKWAY DRIPPING SPRINGS, TX, 78620	X	RCV	ISO - 3	2009	1	1	$4,000	$0	$0	$4,000	$5
13	999	SITE IMPROVEMENTS 195 ROGER HANKS PARKWAY DRIPPING SPRINGS, TX, 78620		RCV	ISO - 3	2040		0		$0	$48,000	$48,000	$56
14	001	MAIN OFFICE/SERVICE CENTER 2171 YARRINGTON ROAD KYLE, TX, 78640	X	RCV	ISO - 3	2010	1	27,058	$2,873,000	$432,000	$0	$3,305,000	$3,843
14	002	SUPERVISOR'S BUILDING 2171 YARRINGTON ROAD KYLE, TX, 78640	X	RCV	ISO - 3	2000	1	2,400	$114,000	$26,000	$0	$140,000	$163
14	999	SITE IMPROVEMENTS 2171 YARRINGTON ROAD KYLE, TX, 78640		RCV	ISO - 3	2040		0		$0	$162,000	$162,000	$188
15	001	HEALTH/OFFICE BUILDING 150 EAST LOCKHART STREET KYLE, TX, 78640	X	RCV	ISO - 1	1990	2	3,430	$304,000	$0	$0	$304,000	$403
15	999	SITE IMPROVEMENTS 150 EAST LOCKHART STREET KYLE, TX, 78640		RCV	ISO - 3	2040		0		$0	$18,000	$18,000	$21
16	001	CONSTABLE BUILDING 401 NORTH REBEL DRIVE KYLE, TX, 78640	X	RCV	ISO - 1	1984	1	836	$94,000	$0	$0	$94,000	$125
16	002	MODULAR STORAGE 401 NORTH REBEL DRIVE KYLE, TX, 78640	X	RCV	ISO - 1	1990	1	680	$35,000	$10,000	$0	$45,000	$60
16	999	SITE IMPROVEMENTS 401 NORTH REBEL DRIVE KYLE, TX, 78640		RCV	ISO - 3	2040		0		$0	$39,000	$39,000	$45

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
17	001	OFFICE BUILDING 5458 FM 2770 KYLE, TX, 78640	X*	RCV	ISO - 3	2012	1	14,179	$2,313,000	$310,000	$0	$2,623,000	$3,050
17	999	SITE IMPROVEMENTS 5458 FM 2770 KYLE, TX, 78640		RCV	ISO - 3	2040		0		$0	$62,000	$62,000	$72
18	001	ROAD/BRIDGE OFFICES 830 JACOBS WELL ROAD WIMBERLEY, TX, 78676	X	RCV	ISO - 3	2006	1	2,400	$138,000	$16,000	$0	$154,000	$197
18	002	SIGN BUILDING 830 JACOBS WELL ROAD WIMBERLEY, TX, 78676	X	RCV	ISO - 1	2000	1	576	$23,000	$4,000	$0	$27,000	$40
18	003	PUMP HOUSE 830 JACOBS WELL ROAD WIMBERLEY, TX, 78676	X	RCV	ISO - 1	1994	1	64	$5,000	$1,000	$0	$6,000	$9
18	999	SITE IMPROVEMENTS 830 JACOBS WELL ROAD WIMBERLEY, TX, 78676		RCV	ISO - 3	2040		0		$0	$695,000	$695,000	$888
19	001	OFFICE BUILDING 1691 CARNEY LANE WIMBERLEY, TX, 78676	X	RCV	ISO - 1	2000	1	204	$11,000	$3,000	$0	$14,000	$21
19	002	RECYCLING BUILDING 1691 CARNEY LANE WIMBERLEY, TX, 78676	X	RCV	ISO - 3	2000	1	840	$48,000	$23,000	$0	$71,000	$91
19	003	STORAGE SHED 1691 CARNEY LANE WIMBERLEY, TX, 78676	X	RCV	ISO - 1	1980	1	252	$4,000	$3,000	$0	$7,000	$11
19	999	SITE IMPROVEMENTS 1691 CARNEY LANE WIMBERLEY, TX, 78676		RCV	ISO - 3	2040		0		$0	$73,000	$73,000	$93
20	001	PARK OFFICE BUILDING 221 WOODACRE DRIVE WIMBERLEY, TX, 78676	X*	RCV	ISO - 1	2000	1	4,200	$379,000	$47,000	$0	$426,000	$639
20	002	STORAGE BUILDING 221 WOODACRE DRIVE WIMBERLEY, TX, 78676	X*	RCV	ISO - 1	2011	1	416	$14,000	$1,000	$0	$15,000	$23
20	999	SITE IMPROVEMENTS 221 WOODACRE DRIVE WIMBERLEY, TX, 78676		RCV	ISO - 3	2040		0		$0	$22,000	$22,000	$28
21	001	OFFICE BUILDING 500 JACK C HAYES TRAIL BUDA, TX, 78610	X500	RCV	ISO - 1	1987	1	10,348	$1,151,000	$226,000	$0	$1,377,000	$1,828
21	002	STORAGE SHED 500 JACK C HAYES TRAIL BUDA, TX, 78610	X500	RCV	ISO - 1	2000	1	144	$3,000	$2,000	$0	$5,000	$7

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
21	999	SITE IMPROVEMENTS 500 JACK C HAYES TRAIL BUDA, TX, 78610		RCV	ISO - 3	2040		0		$0	$7,000	$7,000	$8
22	001	PUBLIC SAFETY BUILDING 1303 UHLAND ROAD SAN MARCOS, TX, 78666	X500	RCV	ISO - 4	1984	1	10,273	$1,623,000	$1,002,000	$0	$2,625,000	$3,052
22	002	LAW ENFORCEMENT CENTER 1307 UHLAND ROAD SAN MARCOS, TX, 78666	MORE INFO	RCV	ISO - 6	1984	1	185, 798	$52,281,000	$4,000,000	$0	$56,281,000	$65,444
22	004	RADIO TOWER 1303 UHLAND ROAD SAN MARCOS, TX, 78666	X500	RCV	ISO - 3	2000	1	1	$45,000	$0	$0	$45,000	$52
22	005	PORTABLE CLASSROOM 1303 UHLAND ROAD SAN MARCOS, TX, 78666	X500	RCV	ISO - 1	2000	1	2,700	$254,000	$20,000	$0	$274,000	$364
22	006	K-9 PORTABLE CLASSROOM 1303 UHLAND ROAD SAN MARCOS, TX, 78666	X500	RCV	ISO - 1	2000	1	1,536	$144,000	$12,000	$0	$156,000	$207
22	007	NEW BUILDING - TRAINING CENTER 1307 UHLAND ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2020	1	11,945	$1,912,000	$342,500		$2,254,500	$2,622
24	001	FLEET WAREHOUSE AND BUILDING MAINTENANCE 1301 UHLAND ROAD SAN MARCOS, TX, 78666	X*	RCV	ISO - 3	2018	1	15,600	$2,263,000	$314,000	$0	$2,577,000	$2,997
24	002	VEHICLE PAVILION 1301 UHLAND ROAD SAN MARCOS, TX, 78666	X500*	RCV	ISO - 3	2018	1	3,000	$66,000	$0	$0	$66,000	$77
24	999	SITE IMPROVEMENTS 1301 UHLAND ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$34,000	$34,000	$40
25	001	OFFICE BUILDING 200 STILLWATER ROAD WIMBERLEY, TX, 78676	X	RCV	ISO - 1	1998	2	12,656	$1,526,000	$275,000	$0	$1,801,000	$2,701
25	999	SITE IMPROVEMENTS 200 STILLWATER ROAD WIMBERLEY, TX, 78676		RCV	ISO - 3	2040		0		$0	$13,000	$13,000	$17
26	001	NEW BUILDING - PUBLIC SAFETY BUILDING 810 S. STAGECOACH TRAIL SAN MARCOS, TX, 78666		RCV	ISO - 3	2020	1	69,482	$25,270,000	$2,000,000		$27,270,000	$31,710
27	999	SITE IMPROVEMENTS 2769 IH 35 SAN MARCOS, TX, 78666		RCV	ISO - 3	1981		0			$53,500	$53,500	$62

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
28	001	CONTENTS ONLY - CERT BUILDING 103 MOUNTAIN DR. MOUNTAIN CITY, TX, 78610		RCV	ISO - 3	2020	1	0	$0	$8,000		$8,000	$9
100	999	SITE IMPROVEMENTS ELDER HILL (CR 170) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$92,000	$92,000	$107
101	999	SITE IMPROVEMENTS POST ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$93,000	$93,000	$108
102	999	SITE IMPROVEMENTS 1492 BLANCO SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$95,000	$95,000	$110
103	999	SITE IMPROVEMENTS YORK CREEK ROAD (CR 262) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$101,000	$101,000	$117
104	999	SITE IMPROVEMENTS LITTLE ARKANSAS ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$93,000	$93,000	$108
105	999	SITE IMPROVEMENTS WINDY HILL ROAD (CR 131) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$91,000	$91,000	$106
106	999	SITE IMPROVEMENTS WAYSIDE DRIVE (CR 179) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$94,000	$94,000	$109
107	999	SITE IMPROVEMENTS HIDDEN VALLEY ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$19,000	$19,000	$22
108	999	SITE IMPROVEMENTS CHAPARRAL ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$76,000	$76,000	$88
109	999	SITE IMPROVEMENTS BELL SPRINGS ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$88,000	$88,000	$102
110	999	SITE IMPROVEMENTS HILLIARD ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$94,000	$94,000	$109
111	999	SITE IMPROVEMENTS TRAUTWEIN ROAD (CR 185) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$91,000	$91,000	$106
112	999	SITE IMPROVEMENTS MT. GAINOR ROAD (CR 220) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$92,000	$92,000	$107
113	999	SITE IMPROVEMENTS RHODE ROAD (CR 126) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$90,000	$90,000	$105

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
114	999	SITE IMPROVEMENTS UHLAND ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$79,000	$79,000	$92
115	999	SITE IMPROVEMENTS JACOBS WELL ROAD/ CYPRESS CREEK SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$92,000	$92,000	$107
116	999	SITE IMPROVEMENTS LIME KILN ROAD/ SINK CREEK SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$91,000	$91,000	$106
117	999	SITE IMPROVEMENTS GATLIN CREEK ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$55,000	$55,000	$64
118	999	SITE IMPROVEMENTS OLD BASTROP HWY (CR 266) AT SAN MARCOS DRIVE SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$50,000	$50,000	$58
119	999	SITE IMPROVEMENTS RANCH ROAD 150 AT YORK CREEK SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$48,000	$48,000	$56
120	999	SITE IMPROVEMENTS RAEFORD CROSSING AT PEDERNALES TRIBUTARY SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$39,000	$39,000	$45
121	999	SITE IMPROVEMENTS FITZHUGH RD (CR101) AT FITZHUGH CREEK SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$39,000	$39,000	$45
122	999	SITE IMPROVEMENTS CR 190 & MT GAINER RD (CR 220) AT ONION CREEK SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$51,000	$51,000	$59
123	999	SITE IMPROVEMENTS RANCH ROAD 150 DOUBLE CROSSING AT ONION CREEK SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$50,000	$50,000	$58
125	999	SITE IMPROVEMENTS 3502 FM 967 BUDA, TX, 78610		RCV	ISO - 3	2040		0		$0	$13,000	$13,000	$15
126	999	SITE IMPROVEMENTS 111 GREEN ACRES DRIVE WIMBERLEY, TX, 78676		RCV	ISO - 3	2040		0		$0	$13,000	$13,000	$17
127	999	SITE IMPROVEMENTS 400 SPORTSPLEX DRIPPING SPRINGS, TX, 78620		RCV	ISO - 3	2040		0		$0	$13,000	$13,000	$15

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
128	999	SITE IMPROVEMENTS BURNETT RANCH ROAD/2325 WIMBERLEY, TX, 78676		RCV	ISO - 3	2040		0		$0	$26,000	$26,000	$33
129	999	SITE IMPROVEMENTS FREEMAN RANCH ROAD/FULTON RANCH ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$26,000	$26,000	$30
130	999	SITE IMPROVEMENTS HI ROAD/GOFORTH ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$26,000	$26,000	$30
131	999	SITE IMPROVEMENTS EVENT CENTER DRIVE/RR12 DRIPPING SPRINGS, TX, 78620		RCV	ISO - 3	2040		0		$0	$26,000	$26,000	$30
132	001	CONTENTS ONLY - KYLE DEPOT 100 FRONT STREET KYLE, TX, 78640		RCV	ISO - 1	1920	1	0	$0	$40,000	$0	$40,000	$53
133	001	CONTENTS ONLY - WIMBERLEY TOWER RAWS EQUIPMENT BURNETT RANCH ROAD/FM2325 WIMBERLEY, TX, 78676		RCV	ISO - 3	2017	1	0	$0	$21,000	$0	$21,000	$27
134	001	CONTENTS ONLY - DRIPPING SPRINGS RAWS EQUIPMENT ON TOWER DS RANCH RD/ RR 12 DRIPPING SPRINGS, TX, 78620		RCV	ISO - 3	2017	1	0	$0	$21,000	$0	$21,000	$24
135	001	CONTENTS ONLY - KYLE RAWS EQUIPMENT ON TOWER GOFORTH RD/ COUNTY ROAD 157 KYLE, TX, 78640		RCV	ISO - 3	2017	1	0	$0	$21,000	$0	$21,000	$24
136	001	CONTENTS ONLY - FREEMAN RAWS EQUIPMENT ON TOWER FULTON RANCH ROAD/ FREEMAN RANCH ROAD FREEMAN, TX, 78666		RCV	ISO - 3	2017	1	0	$0	$21,000	$0	$21,000	$24
Building & Contents Total:									**$153,954,000**	**$17,040,500**	**$4,303,500**	**$175,298,000**	**$206,085**

FINE ARTS: Not Applicable

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
90	2011	E-Z-GO	TRAIL VEHICLE OFF ROAD	2347188	07/01/2021	07/01/2022	$9,000	$15
503	2011	KAWASAKI	OFF ROAD VEHICLE	JK1AFEA15BB554160	07/01/2021	07/01/2022	$8,000	$13

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
557	2014	HUSTLER	ZERO TURN MOWER	14110043	07/01/2021	07/01/2022	$8,000	$13
569	2017	JOHN DEERE	TRACTOR 3025E W/IMPLEMENTS	1LV3025EVHH106083/1P0D160XCHX045897	07/01/2021	07/01/2022	$20,860	$34
578	2016	KAWASAKI	MULE	JK1AFCR15GB526701	07/01/2021	07/01/2022	$8,000	$13
579	2020	KAWASAKI	MULE	JK1AFEP15LB502889	07/01/2021	07/01/2022	$8,000	$13
Parks and Recreation		**Total Items Scheduled: 6**					**$61,860**	**$101**
554		HELI	FORKLIFT (DRIFTWOOD)	250250N0735	07/01/2021	07/01/2022	$24,000	$39
555	2016	BOBCAT	SKIDSTEER (WIMBERLEY)	ALR814145	07/01/2021	07/01/2022	$26,000	$42
556	2016	EBM	CHIPPER (WIMBERLEY)	2E9US1111DS050175	07/01/2021	07/01/2022	$19,000	$31
574		HELI	FORKLIFT (WIMBERLEY)	250251B1549	07/01/2021	07/01/2022	$24,000	$39
Recycling		**Total Items Scheduled: 4**					**$93,000**	**$152**
6	1996	CATERPILLAR	TRACK LOADER 963B	9BL1479	07/01/2021	07/01/2022	$309,500	$505
8	1997	CATERPILLAR	MOTOR GRADER 140H	2ZK01285	07/01/2021	07/01/2022	$225,000	$367
13	1998	CATERPILLAR	ARTICULATED WHEEL LOADER	6XR00913	07/01/2021	07/01/2022	$123,000	$201
15	1997	DYNAPAC	CA251PD/CUMMINS 6BT5.9	58314019/21270052	07/01/2021	07/01/2022	$92,000	$150
16	1999	DYNAPAC	CA 260/84 FLATWHEEL ROLLER	67220322	07/01/2021	07/01/2022	$135,000	$220
17	1997	DYNA	PADFOOT DRUM VIBRATORY ROLLER	58311824-21175739	07/01/2021	07/01/2022	$125,000	$204
22	1998	JOHN DEERE	BACKHOE 310SE	T03105E841845	07/01/2021	07/01/2022	$91,200	$149
23	1998	CATERPILLAR	PNEUMATIC ROLLER	3XR00196	07/01/2021	07/01/2022	$96,000	$157
24	1998	CATERPILLAR	PNEUMATIC ROLLER	3XR00197	07/01/2021	07/01/2022	$96,000	$157
28	2002	INGERSOLL RAND	PNEUMATIC ROLLER/PT125R	169482	07/01/2021	07/01/2022	$53,343	$87
37	2002	BROCE	BROOM MODEL RJ350	402377	07/01/2021	07/01/2022	$28,700	$47
41	1993	FORD	6610 TRACTOR W/SHREDDER	BD42483(TRACTOR)/ 2171DA(MOWER)	07/01/2021	07/01/2022	$50,400	$82
42	2003	BROCE	BROOM HIGHWAY SWEEPER	403404	07/01/2021	07/01/2022	$26,400	$43
43	1998	BROCE	BROOM RC350	88659	07/01/2021	07/01/2022	$26,300	$43
50		UNKNOWN	WEIGH STATION SCALES	UNKNOWN	07/01/2021	07/01/2022	$23,000	$38
58	2001	CATERPILLAR	120H MOTOR GRADER	6YM0078	07/01/2021	07/01/2022	$225,000	$367
59	2001	JOHN DEERE	544H WHEEL LOADER	DW544HX57921	07/01/2021	07/01/2022	$123,600	$202
61	2004	JOHN DEERE	401G BACKHOE LOADER	TX41XG8929257	07/01/2021	07/01/2022	$91,200	$149
62	2000	SUPERPAC	8420 PADFOOT ROLLER	101939	07/01/2021	07/01/2022	$145,000	$237
65	1999	BROCE	BROOM	89679	07/01/2021	07/01/2022	$25,200	$41
86	2007	JCB	GEN/WHEELED LDR (PWR SHIFT) 426EZ	1295144	07/01/2021	07/01/2022	$117,000	$191

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
87	2007	JCB	GEN/BACKHOE LOADER 3CS-14FT/W HYD KIT	910472	07/01/2021	07/01/2022	$9,200	$15
89	2008	MASSEY FERGUSON	GEN/RSM60-MASSY FURG ON 596 TAC W/CHAM	BS38018	07/01/2021	07/01/2022	$44,200	$72
341	1997	BANDIT	PORTABLE CHIPPER	11364	07/01/2021	07/01/2022	$56,400	$92
342		BENWIL	VEHICLE LIFT BWD-9H	6935378H	07/01/2021	07/01/2022	$5,800	$9
344		TWO HOUSE	FUEL CONTROLLER	UNKNOWN	07/01/2021	07/01/2022	$4,500	$7
384	2009	NEW HOLLAND	TRACTOR L185 NF LOADER W/ CQ PLANER (ASPHALT COLD PLANER)	16221/1576	07/01/2021	07/01/2022	$52,200	$85
506	1994	JCB	930 FORKLIFT	609181	07/01/2021	07/01/2022	$13,000	$21
508	2009	MASSY FURGESON	596 TRUCK/MOWER	BT20026	07/01/2021	07/01/2022	$39,499	$65
509	2009	MASSY FURGESON	596 TRUCK/MOWER	BS24008	07/01/2021	07/01/2022	$39,499	$65
510	2010	MASSY FURGESON	596 TRUCK/MOWER	8028BT36042	07/01/2021	07/01/2022	$41,934	$68
511	2003	VOLVO	MOTOR GRADER, G710B	35855	07/01/2021	07/01/2022	$95,237	$156
512	2005	CHAMPION	MOTOR GRADER, C80B	26-05461	07/01/2021	07/01/2022	$90,183	$147
514	2001	JOHN DEERE	301G BACKHOE W/EXTNDR & CAB	T0310GX903302	07/01/2021	07/01/2022	$57,472	$94
515	2001	JOHN DEERE	BACKHOE 310G	T0310GX903291	07/01/2021	07/01/2022	$47,758	$78
517	2006	CASE	621 D WHEEL LOADER	JEE0200135	07/01/2021	07/01/2022	$95,831	$156
519	2008	JCB	3CX-14 BACKHOE	SLP214TC7U0910482	07/01/2021	07/01/2022	$33,837	$55
521	2011	JOHN DEERE 544K	FRONTEND WHEEL LOADER	1DW544KZCBD640298	07/01/2021	07/01/2022	$50,000	$82
522	2013	JOHN DEERE	BACKHOE 310D	1T0310KXJCE236031	07/01/2021	07/01/2022	$59,184	$97
523	2002	VIBROMAX	FLAT WHEEL ROLLER VIBRATOR	JKC9403004	07/01/2021	07/01/2022	$49,291	$81
524	2006	JCB	VIBROMAX VM75 FLAT WHEEL ROLLER	JCB1800188	07/01/2021	07/01/2022	$57,144	$93
525	2007	JCB	VIBROMAX VM75D FLAT WHEEL ROLLER	JCB1801099	07/01/2021	07/01/2022	$57,846	$94
526	2009	BOMAG	PNEUMATIC ROLLER BW11RH	911A22211081	07/01/2021	07/01/2022	$68,884	$113
527	2009	BOMAG	PNEUMATIC ROLLER BW11RH	911A22211082	07/01/2021	07/01/2022	$68,884	$113
530	2008	SUPERIOR	POWER BROOM DT80J	808712	07/01/2021	07/01/2022	$37,304	$61
531	2009	LEE BOY 250T	TACK BUGGY	250T-57120 BUGGY) / 1B9AA111191309120 (TRAILER)	07/01/2021	07/01/2022	$10,620	$17
535	2015	VOLVO	SD115BF PADFOOT ROLLER	236082	07/01/2021	07/01/2022	$114,095	$186
536	2015	BOMAG	BW11-RH-5 PNEUMATIC ROLLER	538701043	07/01/2021	07/01/2022	$81,086	$132
537	2016	JOHN DEERE	410L BACKHOE	1TO410LXPFF290685	07/01/2021	07/01/2022	$33,000	$54
538	2016	JOHN DEERE	310L BACKHOE	1TO310LXCPGF297553	07/01/2021	07/01/2022	$33,000	$54
539	2017	JOHN DEERE	BACKHOE	1TO410LXCGF304356	07/01/2021	07/01/2022	$33,000	$54

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
540	2015	BROCE	RJ350 POWER BROOM	409190	07/01/2021	07/01/2022	$25,000	$41
541	2017	KENWORTH	K370 CHIP SEAL POTHOLE PATCHER	HF581473	07/01/2021	07/01/2022	$19,954	$33
542	2016	VERMEER	BC1500 BRUSH CHIPPER 15"	V5G1008215	07/01/2021	07/01/2022	$54,000	$88
543	2013	CATERPILLAR	MOTORGRADER 14'	M9C00324	07/01/2021	07/01/2022	$225,000	$367
544	2015	CATERPILLAR	MOTORGRADER 14'	M9C00532	07/01/2021	07/01/2022	$225,000	$367
545	2014	JOHN DEERE	5805M TRACTOR W/15' BATWING MOWER	HEA640020	07/01/2021	07/01/2022	$50,000	$82
546	2014	JOHN DEERE	5085M TRACTOR MOWER	M640025	07/01/2021	07/01/2022	$50,000	$82
547	2014	JOHN DEERE	5085M TRACTOR MOWER	M640021	07/01/2021	07/01/2022	$50,000	$82
548	2014	JOHN DEERE	5085M TRACTOR MOWER	M640022	07/01/2021	07/01/2022	$50,000	$82
549	2014	JOHN DEERE	5085M TRACTOR MOWER	M640024	07/01/2021	07/01/2022	$50,000	$82
550	2014	JOHN DEERE	5085M TRACTOR MOWER	M640023	07/01/2021	07/01/2022	$50,000	$82
551	2015	JOHN DEERE	6115M TRACTOR MOWER	M831483	07/01/2021	07/01/2022	$50,000	$82
558	2017	CATERPILLAR	WHEELED EXCAVATOR	0FB600192	07/01/2021	07/01/2022	$225,000	$367
561	2017	WIRTGEN	RECLAIMER WR200XLI	09WR0095	07/01/2021	07/01/2022	$432,884	$707
562	2017	BROCE	BROOM	410580	07/01/2021	07/01/2022	$65,000	$106
563	2017	CATERPILLAR	140K MOTORGRADER	JPA04569	07/01/2021	07/01/2022	$100,000	$163
564	2015	CATERPILLAR	272D SKID STEER LOADER	0B5W01164	07/01/2021	07/01/2022	$150,000	$245
565	2017	JD	BACKHOE	1T0410LXCHF322753	07/01/2021	07/01/2022	$127,447	$208
566	2017	VOLVO	FLAT WHEEL ROLLER	236360	07/01/2021	07/01/2022	$86,944	$142
567	2017	BOMAG	BWHRH-5 PNEUMATIC ROLLER	861538721085	07/01/2021	07/01/2022	$92,000	$150
568	2017	BOMAG	BW120 SL-5 DOUBLE STEEL DRUM ROLLER	861880441245	07/01/2021	07/01/2022	$35,430	$58
570		JOHN DEERE	544L LOADER	1DW544LZVKF694020	07/01/2021	07/01/2022	$245,426	$401
572	2016	DYNAPAC	WHEELED ASPHALT PAVER	10002018CGC005697	07/01/2021	07/01/2022	$215,965	$353
573	2018	DYNAPAC	CC2200 DOUBLE DRUM ROLLER W/ROPS CANOPY	10000423TJA022352	07/01/2021	07/01/2022	$125,000	$204
582	2020	HOLT CATERPILLAR	120LVR MOTOR GRADER	Y9A00154	07/01/2021	07/01/2022	$218,285	$356
583	2021	JOHN DEERE	BACKHOE 410L	1T0410LXCMF396135	07/01/2021	07/01/2022	$122,234	$200
584	2020	DYNAPAC	CA2500PD SEISMIC PADFOOT ROLLER	10000167CLA030259	07/01/2021	07/01/2022	$144,998	$237
585	2003	CASE	621D WHEEL LOADER	JEE0135170	07/01/2021	07/01/2022	$80,988	$132
586	2021	BROCE	RCTT-350 SELF PROPELLED BROOM	412223	07/01/2021	07/01/2022	$68,891	$113
Road & Bridge		**Total Items Scheduled: 80**					**$7,143,177**	**$11,666**
36	2002	VERMEER	1800A SERIES	1VRN1312721002765	07/01/2021	07/01/2022	$35,660	$58

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
48		UNKNOWN	WEIGH STATION SCALE	UNKNOWN	07/01/2021	07/01/2022	$24,500	$40
340		UNKNOWN	COMMUNICATIONS EQUIPMENT	UNKNOWN	07/01/2021	07/01/2022	$118,000	$193
436	2005	TOYOTA	CUSHION TIRE FORKLIFT 7FGCU15	67184	07/01/2021	07/01/2022	$8,500	$14
Sheriff			**Total Items Scheduled: 4**				**$186,660**	**$305**
575	2017	VOLVO	SD115BD FLAT WHEEL LOADER	236361	07/01/2021	07/01/2022	$75,000	$122
576	2002	VERMEER	BC1800A BRUSH CHIPPER	1VRN1312721002765	07/01/2021	07/01/2022	$25,000	$41
577	2013	ETNYRE	CHIP SPREADER	K6819	07/01/2021	07/01/2022	$90,000	$147
Transportation			**Total Items Scheduled: 3**				**$190,000**	**$310**
Mobile Equipment Total:			**Total Items Scheduled: 97**				**$7,674,697**	**$12,534**

UNMANNED AIRCRAFT: Not Applicable

Totals	Square Footage	Building Value	Contents Value	Site Improvements Value	Total Covered Values	Total Contribution
Building & Contents Total:	**660,802**	**$153,954,000**	**$17,040,500**	**$4,303,500**	**$175,298,000**	**$206,085**
Fine Arts Total:						
TOTAL Covered Values:					**$175,298,000**	**$206,085**
Mobile Equipment Total:					**$7,674,697**	**$12,534**
Unmanned Aircraft Total:					**$0**	

Construction Type	Coverage Basis	Special Flood Hazard Zones:		
ISO 1 – F, Frame	RCV – Replacement Cost Value	A	A99	AR/AH
ISO 2 – JM, Joisted Masonry	HIST – Historical Reproduction Cost Value	AO	AR	AR/A0
ISO 3 – NC, Light Noncombustible	ACV – Actual Cash Value	AH	AR/A	V
ISO 4 –MNC, Masonry Noncombustible	EXC – Excluded from Coverage	A1 – A30	AR/AE	V1 – V30
ISO 5 – MRF, Modified Fire Resistive		AE	AR/A1 – A30	VE
ISO 6 – FR, Fire Resistive				

TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

PROPERTY
COVERAGE DOCUMENT

SECTION A – COVERAGE AGREEMENT AND COVERED PROPERTY

1. COVERAGE PROVIDED

The coverage under this Coverage Document applies to property described on the schedule of values or covered under the terms and conditions of the AUTOMATIC COVERAGE (NEWLY ACQUIRED), ERRORS AND OMISSIONS, or MISCELLANEOUS UNNAMED PROPERTY provisions, unless otherwise provided.

The Contribution and Coverage Declarations (CCD) and schedule of values issued to the Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION H, DEFINITIONS.

2. USE OF COVERAGE TERMS

The Texas Association of Counties Risk Management Pool (Pool) was created by Interlocal agreement to enable its Members to obtain coverage against various types of risk. For convenience and clarity, this document may use terms customarily used in the insurance industry, but this is not a contract of insurance. It is an agreement between political subdivisions to cover certain property against risk pursuant to the provisions of Chapters 791 and 2259 of the Texas Government Code. The Pool's Members, which are political subdivisions of the State of Texas, participate in the Pool as an alternative to commercial insurance.

3. TERRITORY

The coverage under this Coverage Document applies to MEMBER PROPERTY unless otherwise provided. This Coverage Document covers MEMBER PROPERTY in the United States of America.

4. LIMITS OF LIABILITY

The Pool's maximum limit of liability in a single Occurrence regardless of the number of Member Properties or coverages involved will not exceed the total covered value limit indicated on the CCD or any amended coverage schedules.

The terms and conditions in this document, including the stated Sublimits, constitute the program as a whole for the Member. The Sublimits are a part of, and do not increase, any limits of liability of the program.

When a Sublimit is shown as applying as an annual aggregate limit provided below, the Pool's maximum limit of liability will not exceed that limit for all covered losses that occur during the Coverage Document period regardless of the number of MEMBER PROPERTY and coverages involved.

Any Sublimit for Earth Movement due to Earthquake, Flood, and Named Storm is the maximum amount potentially recoverable for all covered loss, damage, expense or time element loss relating to such an Occurrence.

The following Sublimits apply on a per Occurrence basis, unless otherwise stated on the CCD. Any Sublimit shown as an annual aggregate applies per Occurrence and to all losses for that peril/coverage in the aggregate during the coverage period.

Coverage	Sublimit
Accounts Receivable	$2,500,000
Aesthetic Impairment	$500,000
Automatic Coverage Newly Acquired MEMBER PROPERTY Rental Mobile Equipment- any one piece	 $5,000,000 $100,000
Claim Preparation Fees and Expenses	$100,000
Contingent Business Interruption/ Extra Expense	$250,000
Contingent Tax Revenue Interruption	$100,000
Crime Employee Dishonesty Forgery or Alteration Theft, Disappearance and Destruction Robbery and Safe Burglary Computer Fraud and Funds Transfer Fraud Money Orders and Counterfeit Paper Currency	$250,000 per Occurrence Included Included Included Included Included Included
Debris Removal	Lesser of 25% of property damage loss or $2,500,000
Decontamination Costs	$500,000
Deferred Payments	$100,000
Earth Movement due to Earthquake	$10,000,000 annual aggregate
EDP Data & Media	$2,500,000
Equipment Breakdown, including Spoilage Service Interruption Business Income & Extra Expense Expediting Expense Hazardous Substance Ammonia Contamination Data & Media CFC Refrigerants Computer Equipment Water Damage Consequential Loss	$50,000,000 $500,000 $2,500,000 $1,000,000 $500,000 $1,000,000 $500,000 $1,000,000 $100,000 $50,000,000 $50,000 $50,000
Errors and Omissions	$2,500,000
Evacuation Expense	$250,000
Expediting Expense	$1,000,000
Extended Period of Indemnity	$1,000,000
Fine Arts	$2,500,000; subject to $250,000 per item unless scheduled
Flood – as respects MEMBER PROPERTY situated wholly or partially within Special Flood Hazard Areas	$2,500,000 annual aggregate

Flood – Except Special Flood Hazard Areas	$10,000,000 annual aggregate
Flood – as respects structures located wholly or partially within Special Flood Hazard Areas that are ineligible property under the National Flood Insurance Program	$100,000
Golf Course Greens and Tees- resulting from a Named Peril	$1,000,000
Increased Cost of Construction	$2,000,000
Land and Water Contaminant or Pollutant Cleanup and Removal	$100,000 subject to $500,000 annual aggregate
Landscape Improvements- resulting from a Named Peril	$100,000 subject to $15,000 for any one tree or shrub
Law Enforcement Dogs and Horses	$30,000 per Animal
Miscellaneous Unnamed Property	$2,500,000
Mobile Equipment	As scheduled
Mold Resulting From a Named Peril	$1,000,000
Named Storm	Total Covered Value; not to exceed $50,000,000
Personal Property of Officials and Employees	$10,000
Personal Property of Others: not subject to deductible	$2,500
Property in the Course of Construction and Soft Costs	$2,500,000
Valuable Papers, Records	$2,500,000
Time Element	
Business Income and Extra Expense	$10,000,000
Ingress/Egress	$2,500,000
Interruption by Civil Authority	$2,500,000
Leasehold Interest	$2,500,000
Loss of Rents	$500,000
Property Damage and Time Element combined	
Service Interruption	$2,500,000
Transit per conveyance	$2,500,000
Unmanned Aircraft Systems, including attached equipment	Not to exceed $100,000 unless scheduled
Unscheduled Airport Runways	$250,000
Unscheduled Mobile Equipment	$10,000
Unscheduled Piers, Docks, Pilings, Bulkheads, and Wharves	$250,000
Unscheduled Watercraft	$500,000
Upgrade to Green	$100,000

Time Limits

In addition to the time limits shown elsewhere in this Coverage Document, the following apply:

Automatic Coverage	120 Day Period
Automatic Coverage - Rental Mobile Equipment	120 Day Period
Automatic Coverage - Mobile Equipment	30 Day Period
Extended Period of Indemnity	180 Day Period
Ingress/Egress	30 Day Period
Interruption by Civil Authority	30 Day Period

5. MAXIMUM AMOUNT PAYABLE

The limit of liability shown on the CCD or in this Coverage Document, or endorsed onto this Coverage Document, is the total limit of the Pool's liability applicable to each Occurrence. The Pool's liability will never exceed the applicable limit of liability or aggregate limit of liability regardless of the number of MEMBER PROPERTY involved. In the event of a covered loss, the Pool's liability is limited to the lesser of the following:

A. The actual adjusted amount of loss, less applicable deductible; or

B. The limit of liability or aggregate limit of liability shown on the CCD or in this Coverage Document or endorsed onto this Coverage Document.

6. VALUE REPORTING PROVISIONS

The Member is required to provide the Pool 100% replacement cost values of MEMBER PROPERTY at the beginning of the Coverage Document period unless otherwise noted. The Member is not required to report changes in value for existing MEMBER PROPERTY during the Coverage Document period. The Member must report to the Pool all changes in value annually at renewal.

7. WAITING PERIOD

There is a 24-hour Waiting Period before service interruption, civil authority and ingress/egress coverage will be applicable.

8. DEDUCTIBLES

For a loss covered by this Coverage Document, the Pool will be liable only if the Member sustains a loss in a single Occurrence greater than the applicable deductible specified below, and only for its share of that greater amount. The deductible amount will not reduce the limit of liability.

A. Named Storm:
Property consisting of Mobile Equipment shall not be subject to a minimum deductible for Named Storm in Tier One Counties.

For MEMBER PROPERTY wholly or partially situated in Tier One Counties, the Member's deductible resulting from a Named Storm is 2% of the 100% replacement cost value, or 100% Reproduction Cost value if applicable, as of the date of the loss at the MEMBER PROPERTY

where physical damage occurred and for which the Member is making a claim for loss or damage. If a claim for loss or damage resulting from a Named Storm involves loss or damage at more than one MEMBER PROPERTY, the deductible amount will be calculated separately for each MEMBER PROPERTY suffering loss or damage and applied separately to the adjusted loss at each MEMBER PROPERTY, subject to the minimum deductible of $50,000 for all such loss or damage at all MEMBER PROPERTY combined.

For MEMBER PROPERTY located in all other counties the all other perils deductible per Occurrence applies.

If the Member maintains underlying coverage through the Texas Windstorm Insurance Association (TWIA), it is agreed that the coverage provided by this Coverage Document is excess and excludes the perils of wind and hail to the extent of recovery under the Member's TWIA policy. If the amount of loss payable under the Member's TWIA policy exceeds the applicable Named Storm in Tier One Counties deductible under this Coverage Document, then no deductible shall apply hereunder. However, if the amount to be paid under such TWIA policy is less than the applicable Named Storm in Tier One Counties deductible under this Coverage Document, the Member's deductible will not exceed the difference between the amount to be paid under the Member's TWIA policy and the applicable Named Storm in Tier One Counties deductible under this Coverage Document.

For Member buildings or structures located wholly or partially in a Special Flood Hazard Area, the following separate deductibles apply individually and supersede the Two or More Deductible provision for the perils of Flood or Storm Surge resulting from a Named Storm.

1) For all coverages under this Coverage Document, if the Member purchases coverage from the National Flood Insurance Program, the deductible shall be the amount recoverable from the National Flood Insurance Program or Actual Cash Value, not to exceed $500,000. This deductible would apply for each building or structure and for contents at each building or structure.

2) For all coverages under this Coverage Document, if the Member does not purchase coverage from the National Flood Insurance Program, or the property is not eligible for coverage from the National Flood Insurance Program, or in the event the National Flood Insurance Program is discontinued, the deductible shall be $500,000 per building or structure for real property and $500,000 for contents at each building or structure.

3) If insurance is otherwise available under the National Flood Insurance Program but the MEMBER PROPERTY is a structure similar in character and nature to those structures listed as "ineligible property" under the National Flood Insurance Program General Rules and not otherwise excluded by this Coverage Document, the Member's deductible shall be $25,000 subject to an amount not to exceed $100,000 per Occurrence. Examples include, but are not limited to, gazebos, pavilions, park equipment, fences, and gates.

4) If the community is participating in the Emergency Program under the National Flood Insurance Program, $500,000 as noted within this Section A. (1) is replaced with $100,000. If the property is eligible for coverage in the Emergency Program, $500,000 as noted within Section A. (2) is replaced with $100,000.

B. Flood
The Member's deductible for a loss resulting from a Flood is indicated on the CCD.

Property consisting of Mobile Equipment shall not be subject to the Special Flood Hazard Area deductible detailed below.

If a claim for losses resulting from Flood, as covered and defined under the National Flood Insurance Program, includes a Member's buildings or structures located wholly or partially in a Special Flood Hazard Area the following separate deductibles apply individually and supersede the Two or More Deductible provision:

1) For all coverages under this Coverage Document, if the Member purchases coverage from the National Flood Insurance Program, the deductible shall be the amount recoverable from the National Flood Insurance Program or Actual Cash Value, not to exceed $500,000. This deductible would apply for each building or structure for real property, and for contents at each building or structure.

2) For all coverages under this Coverage Document, if the Member does not purchase coverage from the National Flood Insurance Program, or the property is not eligible for coverage from the National Flood Insurance Program, or in the event the National Flood Insurance Program lapses or is discontinued, the deductible shall be $500,000 per building or structure for real property and $500,000 for contents at each building or structure.

3) If insurance is otherwise available under the National Flood Insurance Program but the MEMBER PROPERTY is a structure similar in character and nature to those structures listed as "ineligible property" under the National Flood Insurance Program General Rules and not otherwise excluded by this Coverage Document, the Member's deductible shall be $25,000 subject to an amount not to exceed $100,000 per Occurrence. Examples include, but are not limited to, gazebos, pavilions, park equipment, fences, and gates.

4) If the community is participating in the Emergency Program under the National Flood Insurance Program, $500,000 as noted within this Section B. (1) is replaced with $100,000. If the property is eligible for coverage in the Emergency Program, $500,000 as noted within Section B. (2) is replaced with $100,000.

C. All Other Perils
The Member's deductible for all other perils is indicated on the CCD.

D. Mobile Equipment
The Member's deductible for Mobile Equipment is indicated on the CCD.

E. Two or More Deductibles
Except as provided in A.8.B. above, if two or more deductibles apply to an Occurrence resulting in loss or damage covered under this Coverage Document, the total deductible will not exceed the single largest deductible applicable to the Occurrence.

Notwithstanding the terms of this Section, in any Occurrence where loss or damage is caused by more than one peril covered under this Coverage Document, the Member may separate the loss amount by peril and request the use of multiple applicable deductibles.

SECTION B - PROPERTY DAMAGE

1. MEMBER PROPERTY

This Coverage Document covers direct physical loss and direct physical damage loss for the following property, unless otherwise excluded elsewhere in this Coverage Document, anywhere within the Coverage Territory, to the extent of the Member's interest in such property.

A. Real Property, including but not limited to buildings, remodeling, installations, and construction in which the Member has an insurable interest.

B. Personal Property:

1) Owned by the Member, including the Member's interest as a tenant in improvements and betterments. In the event of physical loss or damage, the Pool agrees to accept and consider the Member as sole and unconditional owner of improvements and betterments, notwithstanding any contract or lease to the contrary;

2) Of officials and employees of the Member when in use within the scope of duties performed on behalf of the Member;

3) Of others in the Member's custody to the extent the Member is under obligation to keep covered for physical loss or damage covered by this Coverage Document; or

4) Of others in the Member's custody to the extent of the Member's legal liability for physical loss or damage to personal property. The Pool will defend that portion of any suit against the Member that alleges such liability and seeks damages for such covered physical loss or damage. The Pool may, without prejudice, investigate, negotiate and settle any claim or suit as the Pool deems expedient.

5) Equipment, Unmanned Aircraft Systems, and watercraft owned, rented, or leased by the Member.

This Coverage Document also covers the interest of contractors and subcontractors in covered property during construction at a MEMBER PROPERTY or within 1,000 feet thereof, to the extent of the Member's legal liability for covered physical loss or damage to such property. Such interest of contractors and subcontractors is limited to property damage only and such interest will not extend to any time element coverage provided under this Coverage Document.

2. PROPERTY EXCLUDED

This Coverage Document excludes:

A. Animals (other than law enforcement dogs and horses)

B. Aircraft, spacecraft or satellites except Unmanned Aircraft Systems.

C. Currency, money, precious metal in bullion form, notes, or securities.

D. Dams; canals; off shore drilling rigs; reservoirs; tunnels or bridges used by public vehicular traffic.

E. Equipment used to produce power or gas primarily for distribution to third parties.

F. Roadways, highways, or streets or any pavement that is part of a roadway, highway, or street (this includes but is not limited to roadway safety and control systems, sidewalks, curbs, culverts, or other paved surfaces).

G. Land, water or any other substance in or on land; except this exclusion does not apply to loss or damage at a MEMBER PROPERTY caused by or resulting from: Earth Movement, explosion, falling aircraft, fire, Flood, hail, lightning, Named Storm, smoke, tornado, vehicle impact, wind driven water, and windstorm for the following items:

1) Land improvements consisting of tunnels, or bridges (not including tunnels or bridges used for public vehicular traffic), piers, docks, pilings, bulkheads, wharves, piping, fiber optic cable, retaining walls, but not including any land beneath the property.

2) Site improvements consisting of parking lots, sidewalks, and culverts.

3) Athletic fields including necessary materials, fill, and substrate beneath such fields.

4) Water that is contained within any enclosed tank, piping system or any other processing equipment.

H. Motor vehicles licensed for road use.

I. Trailers licensed for road use, but not including trailers used for covered watercraft.

J. Overhead transmission and distribution lines located more than 1 mile from a MEMBER PROPERTY.

K. Property sold by the Member under conditional sale, trust agreement, installment plan or other deferred payment plan after delivery to customers except as provided by the deferred payment coverage of this Coverage Document.

L. Underground mines, mineshafts or caverns or any property within such mine, shaft or cavern.

M. Standing timber, growing crops, grass or sod (not including athletic fields).

3. ADDITIONAL COVERAGE

This Coverage Document includes the following additional coverage for physical loss or damage under this Coverage Document.

Additional Coverage:

Are subject to the applicable limit of liability;

Will not increase the total covered value limit of liability; and

Are subject to the coverage provisions, including applicable exclusions and deductibles in this Coverage Document.

A. ACCOUNTS RECEIVABLE

This Coverage Document covers any shortage in the collection of accounts receivable, resulting from covered physical loss or damage to accounts receivable records while anywhere within the Coverage Territory, including while in transit. The Pool will be liable for the interest charges on any loan to offset impaired collections pending repayment of a sum uncollectible as the result of a loss or damage. Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts will be deducted in determining the recovery.

1) In the event of loss to accounts receivable records, the Member will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding accounts receivable.

2) In reducing the loss under this additional coverage, the Member agrees to use any suitable property or service owned or controlled by the Member or obtainable from other sources. The Pool will pay reasonable and necessary costs incurred by the Member to reduce a loss up to the amount the loss was reduced.

3) If it is possible to reconstruct accounts receivable records so that no shortage is sustained, the Pool will be liable only for the reasonable and necessary cost incurred for material and time required to re-establish or reconstruct the records, and not for any costs covered by any other coverage.

4) Accounts Receivable Exclusions: The following exclusions are in addition to the Exclusions subsection of this Section:

This additional coverage does not cover a shortage resulting from:

a. Bookkeeping, accounting or billing errors or omissions;

b. (i) Alteration, falsification, manipulation; or

(ii) Concealment, destruction or disposal;

of accounts receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property; but only to the extent of such wrongful giving, taking, obtaining or withholding.

5) The Pool will settle a loss under this subsection within 90 days from the date the physical loss or damage is reported by the Member. All amounts recovered by the Member on outstanding accounts receivable on or after the date of a loss reported to the Pool will belong and be paid to the Pool up to the amount of loss paid by the Pool. All recoveries exceeding the amount paid by the Pool will belong to the Member.

B. AESTHETIC IMPAIRMENT

Aesthetic impairment means marring, pitting or other superficial damage that altered the

appearance of a roof or roof structure, but not the intended function of the roof or roof structure. The intended function of a roof or roof structure is to prevent the penetration of water into a building or structure.

C. AUTOMATIC COVERAGE (NEWLY ACQUIRED)
This Coverage Document covers MEMBER PROPERTY rented, leased, purchased, or newly constructed by the Member after the inception date of this Coverage Document.

This additional coverage does not apply to property covered in whole or in part by any other coverage.

This coverage will apply until the date the MEMBER PROPERTY is reported and bound by the Pool or the time limit shown in the time limits provision in the Limits of Liability has been reached. The time limit begins on the date of rental, lease, or purchase.

With respect to automatic coverage for Mobile Equipment, Member must have Mobile Equipment coverage in place at the time of loss. Coverage is subject to the deductible as shown on the CCD.

D. BRANDS AND LABELS
If branded or labeled property covered by this Coverage Document is physically damaged and the Pool elects to take all or any part of that property, the Member may at the Pool's expense:

1) Stamp salvage on the property or its containers; or

2) Remove or obliterate the brands or labels;

If doing so will not damage the property. In either event, the Member must relabel property or its containers to be in compliance with any applicable law.

E. CLAIMS PREPARATION FEES AND EXPENSES
This Coverage Document covers the actual costs incurred by the Member of reasonable fees payable to accountants, architects, auditors, engineers, or other professionals and the cost of using the Member's employees, to produce and certify information in the Member's records, or other proofs, information or evidence required by the Pool related to a covered loss payable under this Coverage Document for which the Pool has accepted liability.

This additional coverage excludes the fees and costs of attorneys, public adjusters, and loss appraisers, and any subsidiary or related entities owned or retained to assist them.

F. CONSEQUENTIAL REDUCTION IN VALUE
This Coverage Document covers the reduction in value of covered merchandise that is a part of pairs, sets or components, directly resulting from physical loss or damage covered by this Coverage Document to other covered parts of pairs, sets or components of the merchandise. If settlement is based on a constructive total loss, the Member will surrender the undamaged parts of the merchandise to the Pool.

G. DEBRIS REMOVAL
This Coverage Document covers the reasonable and necessary costs incurred to remove

debris from a MEMBER PROPERTY that remains as a direct result of physical loss or damage covered by this Coverage Document.

This additional coverage does not cover the costs of removal of:

1) Contaminated uncovered property; or

2) The contaminant in or on uncovered property;

whether or not the contamination results from covered physical loss or damage. Contamination includes, but is not limited to, the presence of Pollutant or hazardous material.

H. DECONTAMINATION COSTS

If covered property is contaminated as a direct result of physical damage covered by this Coverage Document subject to a current law or ordinance regulating contamination, including the presence of Pollutant or hazardous material, this Coverage Document covers, as a direct result of enforcement of the law or ordinance, the increased cost of decontamination and removal of such contaminated covered property required to comply with the law or ordinance. This additional coverage applies only to that part of covered property contaminated as a direct result of covered physical damage.

The Pool is not liable for the costs required to remove contaminated uncovered property or the contaminant, whether or not the contamination results from a covered event.

I. DEFERRED PAYMENTS

This Coverage Document covers physical loss or damage to personal property covered and sold by the Member under a conditional sale or trust agreement or any installment or deferred payment plan and after the property has been delivered to the buyer. Coverage is limited to the unpaid balance for the property.

In the event of loss to property sold under deferred payment plans, the Member will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding amounts due or to regain possession of the property.

There is no liability under this Coverage Document for loss:

1) Pertaining to products recalled, including the costs to recall, test or to advertise such recall by the Member.

2) From theft or conversion by the buyer of the property after the buyer has taken possession of the property.

3) To the extent the buyer continues payments.

4) Not within the Coverage Territory.

J. EARTH MOVEMENT

This Coverage Document covers physical loss or damage caused by or resulting from Earth Movement.

All Earth Movement within a continuous 168 hour period will be considered a single Earth Movement; the beginning of such period shall be determined by the Member.

K. EVACUATION EXPENSE

In the case of actual or imminent loss or damage of the type covered against by this Coverage Document or a Mandatory Evacuation Order, this additional coverage will pay the expenses incurred by the Member for the emergency evacuation of patients, inmates, and juvenile detainees from a MEMBER PROPERTY and will cover the reasonable and necessary expenses to return the patients, inmates, and juvenile detainees.

Mandatory Evacuation Order means the first public broadcast of a compulsory evacuation made by the responsible civil authority that is specific as to the effective date, time and area affected and which arises out of a peril for which coverage would have been provided if such peril had caused loss or damage to a MEMBER PROPERTY. The Mandatory Evacuation Order must commence during the coverage period. Recommended, advisory, precautionary, or voluntary evacuation is not included in the definition of Mandatory Evacuation Order.

This additional coverage does not apply to any expenses incurred for scheduled evacuation drills, fire or safety drills or the evacuation of patients, inmates, and juvenile detainees due to a medical condition. This coverage also includes expenses incurred to return patients, inmates, and juvenile detainees to MEMBER PROPERTY.

L. ERRORS AND OMISSIONS

If physical loss or damage is not payable under this Coverage Document solely due to an error or unintentional omission:

1) In the description of where covered property is physically located;

2) To include any MEMBER PROPERTY:

   a. Owned, rented or leased by the Member on the effective date of this Coverage Document; or

   b. Purchased, rented or leased by the Member during the term of this Coverage Document; or

3) That results in cancellation of the property covered under this Coverage Document;

This Coverage Document covers such physical loss or damage, to the extent it would have provided coverage had such error or unintentional omission not been made provided that the Member promptly report any error or unintentional omission to the Pool when discovered and corrected.

M. EXPEDITING COSTS

This Coverage Document covers the reasonable and necessary costs incurred to pay for the temporary repair of covered damage to covered property and to expedite the permanent repair

or replacement of the damaged property.

This additional coverage does not cover costs:

1) Recoverable elsewhere in this Coverage Document; or

2) Of permanent repair or replacement of damaged property.

N. FINE ARTS
This Coverage Document covers physical loss or damage to Fine Arts articles while anywhere within the Coverage Territory, when scheduled including while in transit.

1) This additional coverage excludes loss or damage if the Fine Arts cannot be replaced with other of like kind and quality, unless it is specifically declared to the Pool.

2) Fine Arts Exclusions: The exclusions in the Exclusions clause of this Section do not apply to Fine Arts coverage except for: A.1), A.2), B.1), B.2), B.3) and B.4). In addition, as respects Fine Arts, the following exclusions apply:

   This Coverage Document does not cover against:

   a. Deterioration, wear and tear, or inherent vice; or

   b. Loss or damage from any repairing, restoration or retouching process.

3) Fine Arts means manuscripts; paintings; etchings; pictures; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; antique furniture; antique jewelry; murals; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit, excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money, or securities.

O. FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSES
This Coverage Document covers the following expenses resulting from a covered loss:

1) Fire brigade charges and any extinguishing expenses which the Member incurs; and

2) Loss and disposal of fire extinguishing materials expended.

P. FLOOD
This Coverage Document covers physical loss or damage caused by or resulting from Flood. Storm Surge is not considered to be loss by Flood within the terms and conditions of this Coverage Document.

Q. GOLF COURSE GREENS AND TEES
This Coverage Document covers loss to golf course greens and tees (including practice greens and tees as well as sand traps and bunkers) caused by or resulting from the following causes of loss: Earthquake, explosion, falling aircraft, fire, hail, lightning, Named Storm, smoke, tornado, vandalism or malicious mischief, vehicles, and windstorm.

Drought, freeze, Mold, Fungus, disease or rot is specifically not covered by this extension.

This Coverage Document covers the cost for debris removal and time element and does not increase the limits of liability that apply with this additional coverage extension.

R. INCREASED COST OF CONSTRUCTION

1) This Coverage Document covers the reasonable and necessary costs incurred to satisfy the minimum requirements of the enforcement of any law or ordinance effective on the date of covered loss or damage regulating the demolition, construction, repair, replacement or use of buildings or structures at a MEMBER PROPERTY, provided that the enforcement is a direct result of the covered loss or damage.

2) This additional coverage does not cover any loss due to any law or ordinance with which the Member should have complied before the loss.

3) This additional coverage covers only:

   a. The cost to repair or rebuild the physically damaged portion of property with materials and in a manner to satisfy the law or ordinance; and

   b. To the extent that the costs result when the total demolition of the damaged covered property is required to satisfy the law or ordinance the cost:

      (i) To demolish the physically undamaged portion of the property covered; and

      (ii) To rebuild it with materials and in a manner to satisfy such law or ordinance.

4) This additional coverage excludes any costs incurred as a direct or indirect result of enforcement of any laws or ordinances regulating any form of contamination, including the presence of Pollutant or hazardous material.

5) The Pool's maximum liability for this additional coverage at each MEMBER PROPERTY in any Occurrence will not exceed the actual cost incurred in demolishing the physically undamaged portion of the property covered plus the lesser of:

   a. The reasonable and necessary cost incurred, excluding the cost of land, in rebuilding on another site; or

   b. The cost of rebuilding on the same site.

S. LAND AND WATER CONTAMINANT OR POLLUTANT CLEANUP, REMOVAL & DISPOSAL

This Coverage Document covers the reasonable and necessary cost for the cleanup, removal and disposal of contaminants or pollutants from uncovered property consisting of land, including water or any other substance in land, and water on land, at a MEMBER PROPERTY if the release, discharge or dispersal of contaminants or pollutants is a direct result of covered physical loss or damage to covered property.

This Coverage Document does not cover the cost to cleanup, remove and dispose of contaminants or pollutants from property:

1) At any MEMBER PROPERTY covered for personal property only; or

2) When the Member fails to give written notice of loss to the Pool within 180 days after inception of the loss.

T. LANDSCAPE IMPROVEMENTS
This Coverage Document covers loss to shrubs or trees caused by or resulting from the following causes of loss: Earthquake, explosion, falling aircraft, fire, Flood, hail, lightning, Named Storm, smoke, tornado, vehicle impact, wind driven water and windstorm.

U. LAW ENFORCEMENT DOGS AND HORSES – MORTALITY, THEFT AND LOSS OF USE
Animal means a dog or horse owned by the Member and used in the service of a law enforcement department or agency of the Member, excluding any puppies or foals within the covered dog or horse.

Humane Destruction means the destruction of an Animal to prevent excessive continued suffering due to an incurable injury or terminal disease.

Mortality means death resulting directly or indirectly from accident, illness, or disease during the course and scope of duties of the Animal.

Theft has the meaning prescribed in the Texas Penal Code §31.03.

The Pool will pay the Member for losses resulting from the Mortality or Theft of an Animal up to the limit of liability shown on the CCD. If coverage is terminated, the coverage provided by the Pool will be extended to cover Mortality which occurs within 30 days after the date of termination that is the result of an accident, illness, or disease that occurred and was reported by the Member during the Coverage Document period.

1) The Pool will not provide coverage for a claim on an Animal that:

   a. Suffered from an illness or injury within the 12 months before the Coverage Document period that the Member did not report to the Pool;

   b. Is not owned by the Member;

   c. Is retired from active duty; or

   d. Is eight years old or older.

The Pool's liability for a loss resulting from Theft of an Animal begins 90 days after the date the Member notifies the Pool of the Theft, provided that the Animal has not been recovered in that time. If an Animal has been recovered after a Theft, the Member must return any payment made by the Pool before the recovery.

2) Coverage is excluded for any loss resulting directly or indirectly from:

   a. Surgical operations, administration of drugs, medication or inoculation, unless it is

performed by a licensed veterinarian and certified as required in an attempt to prevent Mortality or Humane Destruction of an Animal;

b. Mysterious disappearance or escape;

c. Intentional destruction, except Humane Destruction or if the Pool agrees to the destruction;

d. Destruction as a result of governmental order, due to exposure to or contraction of any communicable disease;

e. Voluntary parting with the title or possession of the Animal because of fraud, trick, or false pretense; or

f. Mortality of an Animal boarded outside the United States and then returned to the United States within the six months preceding its death.

3) As a condition of coverage:

a. The Member shall dispose of the remains of any Animal at the Member expense.

b. In case of injury or illness to an Animal, the Member must:

(i) Immediately notify the Pool;

(ii) Employ a licensed veterinarian, at the Member expense, to treat the Animal; and

(iii) Secure proper care and, if required, allow the Animal to be removed for treatment, at the Member expense.

c. If the Animal dies or is stolen, the Member must:

i) Immediately notify the Pool, and in the case of Theft, also the police, local animal control, and humane society.

ii) Give to the Pool, within 60 days, a copy of:

(a) The registration certificate or other proof of age;

(b) The postmortem examination report in the event of death; and

(c) A signed and sworn proof of loss and details of costs associated with acquisition and initial training of the Animal including the cost associated with veterinarian fees and expenses.

4) Loss of Use: If a Member loses the use of an Animal due to a covered claim, the Pool will pay the Member if the Animal:

a. Is injured by external, accidental, and violent means during the period this additional

coverage is in effect;

b. Becomes totally and permanently unfit for its current use as a result of such injury; and

c. Does not require destruction for humane reasons.

Coverage for loss of use is extended after the expiration of the Coverage Document period to loss of use first occurring within 90 days after expiration, resulting from injury which occurs prior to expiration

5) As a condition of coverage:

a. The Member must give the Pool immediate notice of any accident resulting in an injury which may give rise to a claim for loss of use.

b. Within 14 days of such accident, the Member must provide a full veterinary report by a qualified veterinary surgeon, which will include:

i) A description of the events and the injury suffered;

ii) The treatment rendered; and

iii) The opinion of the veterinary surgeon as to the Animal's fitness for its current use.

V. MISCELLANEOUS UNNAMED PROPERTY

This Coverage Document covers the Member's interest in covered property within the Coverage Territory which is not specifically on file, identified, or scheduled, except for property that is waterborne.

This provision does not cover any property covered or excluded under any other provision of this Coverage Document.

W. MOLD RESULTING FROM A NAMED PERIL

Unless otherwise excluded elsewhere in this Coverage Document, this Coverage Document covers any loss or damage in the form of, caused by, contributed to or resulting from Fungus, Mold, mildew or yeast, or any Spores or toxins created or produced by or emanating from Fungus, Mold, bacteria, mildew or yeast which the Member establishes is a direct result of an Earthquake, explosion, falling aircraft, fire, Flood, hail, lightning, Named Storm, smoke, tornado, vehicle impact, wind-driven water, and windstorm provided that the Fungus, Mold, mildew or yeast loss or damage is reported to the Pool within 12 months from the date of the loss.

X. PROPERTY IN THE COURSE OF CONSTRUCTION AND SOFT COSTS

This Coverage Document covers projects in the course of construction. This additional coverage also covers the reasonable and necessary Soft Costs.

Y. PROTECTION AND PRESERVATION OF PROPERTY

This Coverage Document covers:

1) Reasonable and necessary costs, as specified below, incurred for actions to temporarily protect or preserve covered property, provided that the actions are necessary due to actual covered physical loss or damage or to prevent immediately impending covered physical loss or damage.

2) Subject to the deductible provisions that would have applied had physical loss or damage occurred to covered property, this additional coverage covers the reasonable and necessary includes, but is not limited to costs incurred for:

   a. Fire department fire-fighting charges imposed as a result of responding to a fire in, on or exposing covered property;

   b. Restoring and recharging fire protection systems following a covered loss; and

   c. The water used for fighting a fire in, on or exposing covered property.

Z. SERVICE INTERRUPTION PROPERTY DAMAGE

1) This Coverage Document covers physical loss or damage to covered property at a MEMBER PROPERTY when the physical loss or damage results from the interruption of the following incoming or outgoing services: electricity, telecommunications, gas, fuel, steam, water, refrigeration, or sewerage because of physical loss or damage to the service suppliers facilities if it is the type covered against for a Member's covered real and personal property located within the Coverage Territory and the physical loss or damage immediately prevents in whole or in part the delivery of service.

2) This additional coverage will apply when the Period of Service Interruption exceeds the Waiting Period in Section A.

   a. As a condition of coverage, the Member must immediately notify the service supplier of any interruption to service.

   b. Coverage is excluded if the interruption of services is caused directly or indirectly by the failure of the Member to comply with the terms and conditions of any contracts the Member has for the supply of services.

   Period of Service Interruption means the period starting at the time an interruption of specified services occurs and ending when, with due diligence and dispatch, the service could be wholly restored or the time the service was actually restored, whichever is earlier.

AA. TERRORISM

This Coverage Document covers physical loss or damage caused by or resulting from Terrorism.

AB. TRANSIT

1) This Coverage Document covers MEMBER PROPERTY in transit in the Coverage Territory, except as specifically excluded provided that it is:

   a. Owned by the Member;

b. Shipped to customers under F.O.B., C & F or similar terms and the Member's contingent interest in the shipment is admitted;

c. Owned by another and in the actual or constructive custody of the Member, to the extent of the Member's interest or legal liability; or

d. Owned by another if sold by the Member and the Member has agreed before the loss to insure the MEMBER PROPERTY during course of delivery.

2) This additional coverage excludes:

a. Samples in the custody of salespeople or selling agents;

b. Personal property covered under import or export ocean marine coverage;

c. Waterborne shipments, unless:

i) By inland water; or

ii) By coastal shipments;

d. Airborne shipments unless by regularly scheduled passenger airlines or air freight carriers.

e. Property of others, including the Member's legal liability for it, hauled on vehicles owned, leased or operated by the Member when acting as a common or contract carrier;

f. Any transporting vehicle; and

g. Property shipped between continents, except by land or air between Europe and Asia.

3) Coverage Attachment and Duration:

a. Property from the time it leaves the original point of shipment for transit until the property arrives at its destination. Except that coverage on export shipments not covered under ocean cargo policies ends when the property is loaded on board overseas vessels or aircraft and coverage on import shipments not covered under ocean cargo policies begins after discharge from overseas vessels or aircraft.

4) This additional coverage covers

a. General average and salvage charges on shipments covered while waterborne; and

b. Physical loss or damage caused by or resulting from:

i) Unintentional acceptance of fraudulent bills of lading, shipping or messenger receipts; or

ii) Improper parties having gained possession of property through fraud or deceit.

5) Transit Exclusions: The exclusions in the Exclusion clause of this Section do not apply to Transit coverage except for: A.1) through A.4), B.1) through B.4), C.1), C.3), C.5), C.6), D.1) and D.2).

6) Additional coverage provisions:

a. This additional coverage will not inure directly or indirectly to the benefit of any carrier or bailee.

b. As a condition of coverage, the Member may:

i) Accept ordinary bills of lading used by carriers, released bills of lading, undervalued bills of lading, and shipping or messenger receipts;

ii) Waive subrogation against railroads under sidetrack agreements; and

iii) Not enter into any special agreement with carriers releasing them from their common law or statutory liability.

AC. VALUABLE PAPERS & RECORDS AND EDP DATA & MEDIA

This Coverage Document covers physical loss or damage to Valuable Papers & Records and EDP Data & Media in the Coverage Territory, including while in transit.

This additional coverage excludes loss or damage to currency, money or securities and property held as samples for sale or delivery after sale if the property cannot be replaced with other of like kind and quality, unless specifically declared to the Pool.

Valuable Papers & Records and EDP Data & Media Exclusions:

This Coverage Document does not cover:

1) Errors or omissions in processing, programming or copying unless physical damage not excluded by this Coverage Document results, limited to the resulting damage; or

2) Deterioration, inherent vice, vermin or wear and tear, all unless physical damage not excluded by this coverage results, limited to the resulting damage.

Valuable Papers & Records means written, printed or otherwise inscribed documents, securities, and records including but not limited to books, maps, films, drawings, abstracts, evidence of debt, deeds, mortgages, mortgage files, manuscripts and micro or electronically/magnetically inscribed documents, excluding the monetary value of monies and securities.

EDP Data & Media means all forms of data, converted data, electronically converted data, programs, applications, instructions and media vehicles employed.

4. EXCLUSIONS

The following exclusions apply unless specifically stated elsewhere in this Coverage Document:

A. This Coverage Document excludes:

1) Indirect or remote loss or damage;

2) Interruption of business except to the extent provided by this coverage document;

3) Loss of market value or loss of use;

4) Loss or damage or deterioration arising from any delay;

5) Mysterious disappearance, loss or shortage disclosed on taking inventory for which the loss can be proven solely on the inventory records, or any unexplained loss;

6) Loss from enforcement of any law or ordinance:

a. Regulating the construction, repair, replacement, use or removal, including debris removal, of any property; or

b. Requiring the demolition of any property, including the cost in removing its debris; except as provided by the debris removal, decontamination costs and increased cost of construction coverage of the Property Damage section.

7) Loss from any of the accumulated effects of smog, smoke, vapor, liquid, moisture or dust.

8) Damage resulting from lack of faulty or inadequate maintenance.

B. This Coverage Document excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not covered under this Coverage Document, contributing concurrently or in any other sequence to the loss:

1) Communicable Disease

a. Notwithstanding any other provision of the Coverage Document to the contrary, the Pool excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly, caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2) Nuclear reaction or nuclear radiation or radioactive contamination. However:

a. If physical damage by fire or sprinkler leakage results, then only that resulting damage is covered; but not including any loss or damage due to nuclear reaction, radiation or radioactive contamination.

b. This Coverage Document does cover physical damage directly caused by sudden and

accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the MEMBER PROPERTY, provided that on the date of loss, there is neither a nuclear reactor nor any new or used nuclear fuel on the MEMBER PROPERTY.

3) a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by any:

(i) Government or sovereign power (de jure or de facto);

(ii) Military, naval or air force; or

(iii) Agent or authority of any party specified in (i) or (ii) above.

b. Discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission, fusion or radioactive force, whether in time of peace or war and regardless of who commits the act.

c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an event.

d. Seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority.

e. Risks of contraband, or illegal transportation or trade.

4) Except as provided in Section F, Crime Coverage, any dishonest act, including theft, committed alone or in collusion with others, at any time:

a. By a Member or any officer, or employee of a Member; or

b. By any proprietor, partner, director, trustee, or officer of any business or entity (other than a common carrier) engaged by a Member to do anything in connection with property covered under this Coverage Document.

This Coverage Document covers acts of direct covered physical damage intentionally caused by an employee of a Member or any individual specified in b. above, and done without the knowledge of the Member, except loss by theft by any individual specified in a. or b. above.

5) Lack of the following services:

a. Incoming or outgoing electricity, fuel, water, gas, steam, refrigerant;

b. Incoming or outgoing sewerage;

c. Incoming or outgoing telecommunications;

all when caused by an Occurrence off the MEMBER PROPERTY, except as provided in

Service Interruption in the Property Damage or Time Element sections of this Coverage Document. Except when the lack of such a service directly causes physical damage covered by this Coverage Document on the MEMBER PROPERTY, limited to the resulting damage that is covered.

6) The unlawful possession, use, release, discharge, dispersal or disposal of any chemical or similar agent or matter regardless of who is responsible for the act and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto.

C. This Coverage Document excludes the following, unless physical damage not excluded by this Coverage Document results, limited to the resulting damage that is covered:

1) Faulty workmanship, material, construction or design from any cause.

2) Loss or damage to stock or material attributable to manufacturing or processing operations while the stock or material is being processed, manufactured, tested, or otherwise worked on.

3) Deterioration, depletion, rust, corrosion or erosion, wear and tear, inherent vice or latent defect.

4) Settling, cracking, shrinking, bulging, or expansion of foundations (including any pedestal, pad, platform or other property supporting machinery), floors, pavements, walls, ceilings or roofs.

5) Changes of temperature damage (except to machinery or equipment); or changes in relative humidity damage; all whether atmospheric or not.

6) Insect, animal or vermin damage, except damage to Mobile Equipment.

7) Collapse, including any of the following conditions or property or any part of the property:

a. An abrupt falling down or caving in;

b. Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

c. Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (a) or (b) above.

This exclusion does not apply:

a. To the extent that coverage is caused by one or more of the following:

1. Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; “sinkhole collapse”; volcanic action; falling objects; weight of snow, ice or sleet; water damage, meaning accidental discharge of water or steam as the direct result of the

breaking apart or cracking of a system or appliance containing water or steam;

2. Decay, insect or vermin damage that is hidden from view, unless the presence of such decay is known to a Member prior to collapse;

3. Breakage of building glass;

4. Weight of rain that collects on a roof;

5. Weight of people or personal property; or

6. Use of defective material or methods, in construction, remodeling or renovation if the collapse occurs during the course of construction, remodeling, or renovation. However, if the collapse occurs after construction, remodeling, or renovation is complete and is caused in part by a cause of loss listed in 4.C.7. 1 through 5 above, the Pool will pay for the loss or damage even if use of defective material or methods, in construction remodeling, or renovation, contributes to the collapse.

D. This Coverage Document excludes the following unless directly resulting from other physical damage not excluded by this Coverage Document:

1) Contamination including but not limited to the presence of Pollutant or hazardous material; and

2) Shrinkage, changes in color, flavor, texture or finish.

3) Asbestos material defects, treatment, abatements or removal.

E. This Coverage Document excludes the following unless directly resulting from the following causes of loss: fire, lightning, Earthquake, explosion, falling aircraft, Flood, smoke, vehicle impact, Named Storm, wind driven water, hail, windstorm, and tornado.

1) Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility, including but not limited to Computer Virus. Computer Virus means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to ‘Trojan Horses’, ‘worms’, and ‘time or logic bombs’.

2) Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set.

3) Loss of use or functionality, whether partial or entire, of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Member to conduct business.

4) The failure of any of the following, whether owned by you or others:

a. Data processing equipment, software, data, or media;

b. Hardware or software based computer operating systems;

c. Microprocessors;

d. Integrated circuits; or,

e. Any other electronic equipment, computerized equipment, or similar devices;

due to the inability of these items to correctly recognize, process, or accept one or more dates or times as their true calendar date or time.

5) Fungus, Mold(s), mildew or yeast; or any Spores or toxins created or produced by or emanating from such Fungus, Mold(s), mildew or yeast;

a. Fungus means, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including Mold(s), rusts, mildews, smuts and mushrooms;

b. Mold(s) means, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce Mold(s);

c. Spores means any dormant or reproductive body produced by or arising or emanating out of any Fungus, Mold(s), mildew, plants, organisms or microorganisms.

F. Privacy or Security Event Liability and Expense Coverage

1) This Coverage Document does not provide coverage for any liability, loss, penalty or expense arising directly or indirectly from any Privacy or Security Event.

2) For purposes of this exclusion the following definitions apply:

Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

a. Operated by and either owned by or leased to any Member; or

b. Operated by a third party service provider and used to provide hosted computer application services to the Member or for processing, maintaining, hosting or storing the Member's electronic data pursuant to a written contract with the Member for such services.

Personal Information means an individual's name in combination with one or more of the following:

a. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;

b. Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or

d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Member or any local, state, federal or foreign governmental entity.

Privacy or Security Event means:

a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Member or for which the Member is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; or

b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

SECTION C - TIME ELEMENT

Capitalized terms in this section refer to the descriptions in the Time Element coverage provision below.

1. LOSS COVERED

A. This Coverage Document covers time element loss, as provided in the Time Element coverage, directly resulting from covered physical loss or damage:

1) To property described elsewhere in this Coverage Document and not otherwise excluded by this Coverage Document or otherwise limited in the Time Element coverage provision below;

2) Used by the Member, or for which the Member has contracted use;

3) Located at a MEMBER PROPERTY, or, in the case of personal property, in the Coverage Territory;

4) While in transit as provided by this Coverage Document; and

5) During the period of liability described in this Section.

B. This Coverage Document covers time element loss only to the extent it cannot be reduced through:

1) The use of any property or service owned or controlled by the Member;

2) The use of any property or service obtainable from other sources;

3) Working extra time or overtime; or

4) The use of inventory;

at a MEMBER PROPERTY or at any other location.

C. This Coverage Document covers expenses reasonably and necessarily incurred by the Member to reduce the loss otherwise payable under this Section, not to exceed the amount by which the loss has been reduced.

D. Except for leasehold interest, in determining the amount of loss payable, the Pool will consider the experience of the Member before and after and the probable experience during the period of liability.

2. TIME ELEMENT COVERAGE

A. Business Income

1) Measurement of Loss:

a. The recoverable Business Income loss is the actual loss sustained by the Member of the following during the period of liability:

i) Gross Earnings, including Ordinary Payroll;

ii) Less all charges and expenses that do not necessarily continue during the interruption of production or suspension of business operations or services;

iii) Plus all other earnings derived from the operation of the business.

b. In determining the amount payable as the actual loss sustained, the Pool will consider the continuation of only those normal charges and expenses that the amount payable would have been earned had no interruption of production or suspension of business operations or services occurred.

c. There is recovery under this coverage only to the extent that the Member is:

i) Wholly or partially prevented from producing goods or continuing business operations or services;

ii) Unable to make up lost production within a reasonable period of time, not limited to the period during which production is interrupted;

iii) Unable to continue such operations or services during the period of liability; and

iv) Able to demonstrate a loss of sales for the services or production prevented.

2) Definitions
Gross Earnings means:

a. For manufacturing operations: the net sales value of production less the cost of all raw stock, materials and supplies used in such production; or

b. For mercantile or non-manufacturing operations: the total net sales less cost of merchandise sold, materials and supplies consumed in the operations or services rendered by the Member.

Ordinary Payroll means the Member payroll for all employees except officers, executives, department managers, and employees under contract. It is comprised of, but not limited to, the payroll, benefits paid for the payroll, social security (FICA, union dues paid for the payroll, and workers' compensation paid for the payroll.

B. Extra Expense
1) Measurement of Loss:

The recoverable extra expense loss will be the reasonable and necessary extra costs incurred by the Member of the following during the period of liability:

a. Extra expenses to temporarily continue as nearly normal as practicable the conduct of the Member business in the conditions that would have existed had no physical loss or damage occurred;

b. Plus extra costs of temporarily using property or facilities of the Member or others;

c. Less any value remaining at the end of the period of liability for property obtained in connection with the above.

2) For an extra expense loss, the following are excluded:

a. Any loss of income.

b. Costs that normally would have been incurred in conducting the business during the same period had no physical loss or damage occurred.

c. Cost of permanent repair or replacement of property that has been damaged or destroyed.

d. Any expense recoverable elsewhere in this Coverage Document.

C. Leasehold Interest
1) Measurement of Loss:

The recoverable leasehold interest loss is as follows:

a. If the lease agreement requires continuation of rent, and if the property is wholly untenantable or unusable, the actual rent payable for the unexpired term of the lease; or if the property is partially untenantable or unusable, the proportion of the rent payable for the unexpired term of the lease.

b. If the lease is canceled by the lessor pursuant to the lease agreement or by the operation of law, the Lease Interest for the first three months following the loss and the Net Lease Interest for the remaining unexpired term of the lease.

2) Definitions
   a. Lease Interest means the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including maintenance or operating charges) for each month during the unexpired term of the Member's lease.

   b. Net Lease Interest means that sum which placed at three percent interest rate compounded annually would equal the Lease Interest (less any amounts otherwise payable hereunder).

3) Leasehold Interest Exclusions: For a leasehold interest loss, the Time Element Exclusions below do not apply and the following exclusions apply instead:

   This Coverage Document does not cover any increase in loss resulting from the suspension, lapse or cancellation of any lease, or from the Member exercising an option to cancel the lease, or from any act or omission of the Member that constitutes a default under the lease.

   In addition, there is no coverage for the Member's loss of leasehold interest directly resulting from damage to personal property.

D. Loss of Rents
Measurement of Loss:

1) The recoverable loss of rents loss is the actual loss sustained by the Member, excluding non-continuing charges and expenses, of the following during the period of liability:

   a. The fair rental value of any portion of the property occupied by the Member;

   b. The income reasonably expected from rentals of unoccupied or unrented portions of the property; and

   c. The rental income from the rented portions of the property according to bona fide leases, contracts or agreements in force at the time of loss.

2) Loss of Rents Exclusions: For a loss of rents loss, Time Element Exclusion A below does not apply and the following applies instead:

   This Coverage Document does not cover any loss of rental income during any period in

which the Member's property would not have been tenantable for any reason other than a covered loss.

E. Contingent Tax Revenue Interruption (Excluding Earth Movement, Named Storm, and Flood)
This Coverage Document covers against loss resulting directly from necessary interruption of sales, property or other tax revenue collected by or due the Member caused by damage or destruction by a peril not excluded from this Coverage Document to property which is not operated by the Member and which wholly or partially prevents the generation of revenue for the account of the Member.

1) In the event of such damage or destruction, the Pool will provide coverage, with limitations as indicated, if the following conditions are both met:

a. The Member's total revenue is reduced to less than 97.5% of the Member anticipated revenue had no loss occurred; and

b. The Member's actual loss is limited to the length of time that would be required with exercise of due diligence and dispatch to rebuild, replace or repair the contributing property beginning on the date of damage to the contributing property, but not limited by the expiration date of this Coverage Document.

2) Deductible: Each loss or series of losses arising out of one event at each MEMBER PROPERTY shall be adjusted separately and from the aggregated amount of all such losses 2.50% of the annual revenue value shall be deducted.

3. TIME ELEMENT COVERAGE EXTENSIONS

A. Contingent Business Interruption
This Coverage Document covers the actual loss sustained and extra expense incurred by the Member during the period of liability directly resulting from covered physical loss or damage to covered property at direct supplier or customer locations in the Coverage Territory.

The term supplier or customer does not include any entity supplying to or receiving from the MEMBER PROPERTY electricity, fuel, gas, water, steam, refrigeration, sewage or telecommunications.

B. Extended Period of Indemnity
The Gross Earnings and loss of rents are extended to cover the reduction in sales resulting from:

1) The interruption of business covered by Gross Earnings:

a. For the additional length of time required to exercise due diligence and dispatch to restore the Member's business to the condition that would have existed had no loss occurred; and

b. Beginning on the date on which the Pool's liability for loss resulting from interruption of business would terminate if this extension had not been included.

2) The loss or rental income or rental value as covered by Loss of Rents.

Extended Period of Indemnity Exclusions: As respects extended period of indemnity, the time element exclusion for increase in loss due to suspension, lapse of any lease, contract or license or order does not apply.

This Coverage Document does not cover any increase in loss due to fines or damages for breach of contract or for late or non-completion of orders, or penalties of any nature.

Coverage under this extension for the reduction in sales due to contract cancellation is limited to only those sales that would have been earned under the contract during the extended period of indemnity.

This Coverage Document does not provide coverage under this extension for more than the number of consecutive days shown in the Limits of Liability provision in Section A.

C. Ingress/Egress
This Coverage Document covers the actual loss sustained and extra expense incurred by the Member due to the necessary interruption of the Member's business due to prevention of ingress to or egress from a MEMBER PROPERTY, provided that such prevention is a direct result of covered physical damage to the kind of property not excluded by this Coverage Document located within five miles of the MEMBER PROPERTY incurring loss.

Ingress/Egress Exclusions: As respects ingress/egress, the following exclusions are applicable:

This Coverage Document does not cover loss resulting from:

1) Lack of incoming or outgoing service consisting of electric, fuel, gas, water, steam, refrigerant, sewerage and telecommunications.

2) Picketing or other action by strikers except for physical damage not excluded by this Coverage Document.

This Coverage Document does not provide coverage under this extension for more than the number of consecutive days shown in the Limits of Liability provision in Section A.

D. Interruption by Civil Authority
This Coverage Document covers the actual loss sustained and extra expense incurred by the Member during the period of liability when access to MEMBER PROPERTY is specifically prohibited by order of civil authority, provided such order is a direct result of actual loss or damage from a peril covered under this Coverage Document to property of the type covered against under this Coverage Document located within five miles of the MEMBER PROPERTY to which access is prohibited.

This Coverage Document does not provide coverage under this extension for more than the number of consecutive days shown in the time limits provision in the Limits of Liability.

E. On Premises Services
This Coverage Document covers the actual loss sustained by the Member during the period of

liability directly resulting from physical loss or damage of the type covered to the following property located on the Member premises:

1) Electrical and telecommunications equipment; and

2) Electrical, telecommunications, fuel, gas, water, steam, refrigeration and sewerage transmission lines.

F. Protection and Preservation of Property – Time Element
This Coverage Document covers the actual loss sustained by the Member to temporarily protect and preserve property covered by this Coverage Document, if the action is necessary to prevent immediately impending physical loss or damage covered by this Coverage Document at the covered property.

This extension is subject to the deductible provisions that would have applied had the physical loss or damage occurred.

G. Research and Development
The Gross Earnings coverage is extended to cover the actual loss sustained by the Member for continuing fixed charges and Ordinary Payroll directly attributable to the interruption of research and development activities that in themselves would not have produced income during the period of liability.

The period of liability for this time element coverage extension will be the period from the time of direct physical loss or damage of the type covered by this Coverage Document to the time when the property could be repaired or replaced and made ready for operations under the same or equivalent physical and operating conditions that existed prior to damage.

H. Service Interruption – Time Element
1) This Coverage Document covers the actual loss sustained and extra expense incurred by the Member during the Period of Service Interruption at MEMBER PROPERTY when the loss is caused by the interruption of incoming or outgoing services consisting of electricity, gas, fuel, steam, water, refrigeration or from the lack of incoming or outgoing sewerage service by reason of physical loss or damage of the type covered against to real and personal property of the type covered to the facilities of the utility supplier of service located in the Coverage Territory, that immediately prevents in whole or in part the delivery of usable services.

2) This extension will apply when the Period of Service Interruption is in excess of the time shown as Waiting Period in Section A.

3) As a condition of coverage:

a. The Member must immediately notify the suppliers of services of any interruption of services.

b. Coverage is excluded if the interruption of services is caused directly or indirectly by the failure of the Member to comply with the terms and conditions of any contracts the Member has for the supply of services.

4) Period of Service Interruption means the period starting at the time an interruption of specified services occurs and ending when, with due diligence and dispatch, the service could be wholly restored and the MEMBER PROPERTY receiving the service could or would have resumed normal operations following the restorations of service under the same or equivalent physical and operating conditions as provided by the period of liability provision of this Section, limited to only those hours during which the Member would or could have used service if it had been available.

4. PERIOD OF LIABILITY

A. The period of liability applying to all Time Element Coverage, except leasehold interest, or as otherwise provided under the Time Element Coverage Extensions, is as follows:

1) For building and equipment, the period, not to be limited by the expiration of this Coverage Document:

a. Starting from the time of physical loss or damage of the type covered against; and

b. Ending when with due diligence and dispatch the building and equipment could be:

i) Repaired or replaced; and

ii) Made ready for operations;

under the same or equivalent physical and operating conditions that existed before the damage.

2) For building and equipment under construction:

a. The equivalent of the above period of time applied to the level of business that would have been reasonably achieved after construction and startup would have been completed had no physical damage occurred; and

b. Considering the actual experience of the business compiled after completion of the construction and startup.

3) For stock-in-process and mercantile stock, including finished goods not manufactured by the Member, the time required with the exercise of due diligence and dispatch:

a. To restore stock in process to the same state of manufacture in which it stood at the beginning of the interruption of production or suspension of business operations or services; and

b. To replace physically damaged mercantile stock.

This provision does not apply to loss of rents.

4) For raw materials and supplies, the period of time:

a. Of actual interruption of production or suspension of operations or services resulting from the inability to get suitable raw materials and supplies to replace similar ones damaged; but

b. Limited to that period for which the damaged raw material and supplies would have supplied operating needs.

5) If water:

a. Used for any manufacturing purpose, including but not limited to as a raw material or for power;

b. Stored behind dams or in reservoirs; and

c. At any MEMBER PROPERTY;

is released as the result of physical damage of the type covered against under this Coverage Document to such dam, reservoir or connected equipment, coverage due to inadequate water supply is limited to 30 consecutive days after the damaged dam, reservoir or connected equipment has been repaired or replaced.

This provision does not apply to loss of rents.

6) For physically damaged exposed film, records, manuscripts and drawings, the time required to copy from backups or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.

This provision does not apply to loss of rents.

7) For physically damaged or destroyed data, programs or other software stored on electronic, electro-mechanical, electro-magnetic data processing or production equipment, the time to recreate or restore including the time for researching or engineering lost information.

This item does not apply to loss of rents.

If an order of civil authority prohibits access to the MEMBER PROPERTY and the order is the direct result of physical damage of the type covered against under this Coverage Document at the MEMBER PROPERTY or within five miles of it, the period of time starting at the time of physical damage, not to exceed the time limits provision in Limits of Liability.

B. The period of liability does not include any additional time due to the Member's inability to resume operations for any reason, including:

1) Making changes to equipment;

2) Making changes to the buildings or structures, except as provided in the Increased Cost of Construction provisions; or

3) Restaffing or retraining employees.

If two or more periods of liability apply, the periods will not be cumulative.

5. TIME ELEMENT EXCLUSIONS

In addition to exclusion elsewhere in this Coverage Document, the following exclusions apply to time element loss:

This Coverage Document does not cover:

A. Any loss during an idle period, including when production, operation, service or delivery or receipt of goods would cease, or would not have taken place or would have been prevented due to:

1) Physical loss or damage not covered by this Coverage Document on or off of the MEMBER PROPERTY;

2) Planned or rescheduled shutdown;

3) Strikes or other work stoppage; or

4) Any other reason other than physical loss or damage covered by this Coverage Document.

B. Any increase in loss due to:

1) Suspension, cancellation or lapse of any lease, contract, license or orders;

2) Fines or damages for breach of contract or for late or non-completion of orders;

3) For penalties of any nature; or

4) Any other consequential or remote loss.

C. Any loss resulting from loss or damage to finished goods manufactured by the Member, nor the time required for their reproduction.

SECTION D - EQUIPMENT BREAKDOWN

1. LIMIT OF LIABILITY

The most the Pool will pay for any and all coverages for loss or damage from any One Breakdown is the limit shown for Equipment Breakdown in Section A. Limits of Liability provision section.

2. EQUIPMENT BREAKDOWN COVERAGE EXTENSIONS

The limits for coverage extensions are part of, not in addition to, the limit of liability for Equipment Breakdown shown in the Limits of Liability provision section.

A. Spoilage

1) This Coverage Document covers the spoilage damage to raw materials, property in process or finished products, provided all of the following conditions are met:

a. The raw materials, property in process or finished products must be in storage or in the course of being manufactured;

b. The Member must own or be legally liable under written contract for the raw materials, property in process or finished products; and

c. The spoilage damage must be due to the lack or excess of power, light, heat, steam or refrigeration.

2) The Coverage Document also covers any necessary expenses the Member incurs to reduce the amount of loss under this coverage not to exceed the amount of loss that otherwise would have been payable under the Coverage Document.

B. Service Interruption
This Coverage Document covers loss resulting from the interruption of utility services provided all of the following conditions are met:

1) The interruption is the direct result of a Breakdown to Covered Equipment owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes or provides utility services which the Member receives;

2) The Covered Equipment is used to supply electricity , telecommunication services, air conditioning, heating, gas, fuel, sewer, water, refrigeration or steam to the Member premises; and

3) The Period of Service Interruption lasts at least the consecutive period of time shown in the Waiting Period provision of Section A. Once this Waiting Period is met, coverage will begin at the initial time of the interruption and is subject to all applicable deductibles.

C. Business Income
1) This Coverage Document covers the Member's actual loss of business income that results directly from the necessary total or partial interruption of the Member business caused by a Breakdown.

2) This Coverage Document also covers any necessary expenses the Member incurs to reduce the amount of loss under this coverage not to exceed the amount of loss that otherwise would have been payable under the Coverage Document.

3) The Pool will consider the actual experience of the Member's business before the loss or damage and the probable experience the Member would have had without the loss or damage in determining the amount of its payment.

4) This coverage continues until the date the damaged property is repaired or replaced.

D. Expediting Costs
This Coverage Document covers the reasonable and necessary costs incurred to pay for the temporary repair of covered damage to covered equipment and to expedite the permanent repair or replacement of such damaged property caused by a Breakdown.

This coverage extension does not cover costs:

1) Recoverable elsewhere in this Coverage Document; or

2) Of permanent repair or replacement of damaged property.

E. Hazardous Substance
This Coverage Document will cover any Additional Expenses incurred by the Member for the clean-up, repair or replacement or disposal of covered equipment that is damaged, contaminated or polluted by a hazardous substance caused by a Breakdown.

As used here, Additional Expenses mean the additional cost incurred over and above the amount that the Pool would have paid had no hazardous substance been involved with the loss.

F. Ammonia Contamination
This Coverage Document will cover the spoilage to covered equipment contaminated by ammonia, including any salvage expense caused by a Breakdown.

G. Water Damage
This Coverage Document will cover the damage to covered equipment by water including any salvage expenses caused by a Breakdown, except no coverage applies to damage resulting from leakage of a sprinkler system or domestic water piping.

H. Consequential Loss
This Coverage Document covers the reduction in the value of undamaged Stock parts of a product which becomes unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product.

I. Electronic Data & Media
This Coverage Document covers the Member cost to research, replace or restore damaged Electronic Data and Media including the cost to reprogram instructions used in any Computer Equipment if the loss is caused by a Breakdown.

J. CFC Refrigerants
This Coverage Document covers the additional cost to repair or replace covered equipment because of the use or presence of a refrigerant containing CFC (chlorinated fluorocarbon) substances if the loss is caused by a Breakdown. This means the additional expense to do the least expensive of the following:

1) Repair the damaged property and replace any lost CFC refrigerant;

2) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or

3) Replace the system with one using a non-CFC refrigerant.

K. Computer Equipment
This Coverage Document covers for direct damage to Computer Equipment that is damaged by a Breakdown to the equipment.

3. DEFINITIONS RELATING ONLY TO THIS SECTION

A. Breakdown means the direct physical loss, unless the loss or damage is otherwise excluded in the Coverage Document, resulting from one or more of the following items that causes damage to Covered Equipment and necessitates its repair or replacement:

1) Failure of pressure or vacuum equipment;

2) Mechanical failure including rupture or bursting caused by centrifugal force;

3) Electrical failure including arcing;

4) Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control;

5) Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or

6) Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

Breakdown excludes:

1) Malfunction including adjustment, alignment, calibration, cleaning or modification;

2) Defects, erasures, errors, limitations or viruses in Computer Equipment and programs including the inability to recognize and process any date or time or provide instructions to Covered Equipment;

3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;

4) Damage to any vacuum tube, gas tube, or brush;

5) Damage to any structure or foundation supporting the Covered Equipment or any of its parts;

6) The functioning of any safety or protective device; or

7) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

B. Covered Equipment means:

1) Equipment built to operate under internal pressure or vacuum other than weight of contents;

2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy; and

3) Communication equipment and computer equipment.

Covered Equipment excludes:

1) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;

2) Insulating or refractory material, except the glass lining of any Covered Equipment;

3) Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers code or another appropriate and approved code;

4) Catalyst;

5) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;

6) Structure, foundation, cabinet or compartment supporting or containing the Covered Equipment or part of the Covered Equipment including penstock, draft tube or well casing;

7) Vehicle, aircraft, self-propelled equipment or floating vessel including any Covered Equipment that is mounted upon or used solely with any one or more vehicle, aircraft, self-propelled equipment or floating vessel;

8) Dragline, excavation, or construction equipment including any Covered Equipment that is mounted upon or used solely with any one or more dragline(s), excavation, or construction equipment;

9) Felt, wire screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement; and

10) Equipment or any part of such equipment manufactured by the Member for sale.

11) Power and gas generation utility equipment.

C. Computer Equipment means covered property that is electronic computer or other electronic Data processing equipment, including Media and peripherals used in conjunction with such equipment.

D. Hazardous Substance means any substance other than ammonia that has been declared to be hazardous to health by a government agency.

E. One Breakdown means if an initial Breakdown causes other Breakdowns, all will be considered One Breakdown. All Breakdowns at any one premise that manifest themselves at the same

time and are the direct result of the same cause will be considered One Breakdown.

F. Stock means merchandise held in storage or for sale, raw materials, property in process or finished products including supplies used in their packing or shipping.

SECTION E - LOSS ADJUSTMENT AND SETTLEMENT

1. LOSS ADJUSTMENT/PAYABLE

Loss, if any, will be adjusted with and payable to the Member or as may be directed by the Member. Additional covered interests will also be included in loss payment as their interests may appear when named as additional Member, lender, mortgagee and/or loss payee in the certificates of coverage on file with the Pool or named below.

2. CURRENCY FOR LOSS PAYMENT

Losses will be adjusted and paid in the currency of the United States of America.

3. VALUATION

Adjustment of the physical damage loss amount under this Coverage Document will be computed as of the date of loss at the MEMBER PROPERTY, and for no more than the interest of the Member, subject to the following:

A. On stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges.

B. On finished goods manufactured by the Member, the regular cash selling price at the MEMBER PROPERTY where the loss happens, less all discounts and charges to which the finished goods would have been subject had no loss happened.

C. On raw materials, supplies and other merchandise not manufactured by the Member:

1) If repaired or replaced, the actual expenditure incurred in repairing or replacing the damaged or destroyed property; or

2) If not repaired or replaced, the Actual Cash Value.

D. On property covered under Deferred Payments, the lesser of the:

1) Total amount of unpaid installments less finance charges;

2) Actual Cash Value of the property at the time of loss; or

3) Cost to repair or replace with material of like size, kind and quality.

E. On Fine Arts articles, the lesser of:

1) The reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss;

2) Cost to replace the article; or

3) Current market value at the time of the loss not to exceed value scheduled.

In the event a Fine Arts article is part of a pair or set, and a physically damaged article cannot be replaced, or repaired or restored to the condition that existed immediately prior to the loss, the Pool will be liable for the lesser of the full value of the pair or set or the amount designated on the schedule. The Member agrees to surrender the pair or set to the Pool.

F. On Valuable Papers & Records and Electronic Data & Media:

On data, programs or software stored on electronic, electro-mechanical, or electro-magnetic data processing or production equipment:

1) The cost to repair, replace or restore data, programs or software including the costs to recreate, research and engineer; or

2) If not repaired, replaced or restored within two years from the date of loss, the blank value of the media.

G. On all other Valuable Papers & Records and EDP Data & Media, the lesser of:

1) The cost to repair or restore, including the cost to recreate, research and engineer the item to the condition that existed immediately prior to the loss; or

2) The cost to replace the item.

H. On Mobile Equipment and watercraft (including trailer), the lesser of the following at the time of the loss:

1) The cost to repair;

2) The cost to replace the property with new Mobile Equipment or watercraft of like kind and quality at the time of loss, if less than or equal to two years from December 31 of model year.

3) The cost to replace the property with equipment of like kind and quality, with proper deduction for obsolescence and physical depreciation, if more than two years of manufacturer's model year, but not more than the amount scheduled;

4) If not repaired or replaced, the Actual Cash Value; or

5) The scheduled value.

The cost to repair or replace a trailer that is attached to a covered watercraft will not exceed $1,500.

I. On historical property, valuation will be based upon the following requirements:

1) The Member shall provide written notice to the Pool, which specifically identifies where the

property is located, when it was built, its total square footage with an attached appraisal based upon Reproduction Cost value that was conducted within five years of the effective date of this Coverage Document.

2) At the time of loss, the basis of valuation for historical property, when the Member has not complied, will be replacement cost. Where the Member has complied with the requirements, the basis of valuation will be Reproduction Cost or, if not replaced, at Actual Cash Value.

   Reproduction Cost means the cost to repair, rebuild or replace with material of like, kind and quality compatible to those originally used, including the cost of skilled labor and authentic materials necessary to restore the property as nearly as possible to its original condition.

J. On property in transit:

1) Property shipped to or for the account of the Member will be valued at actual invoice to the Member, plus accrued costs and charges legally due and the Member commission as selling agent.

2) Property sold by the Member and shipped to or for the purchaser's account will be valued at the Member selling invoice amount plus prepaid or advanced freight costs.

3) Property not under invoice will be valued:

   at the actual cash market value at the destination point on the date of Occurrence, less any charges saved that would have become due and payable upon arrival at destination.

K. On Vacant Property:

1) If the building or leased premises has been Vacant for a period of more than 90 consecutive days before the loss or damage occurs, the Pool will not pay for any loss or damage caused by any of the following:

   a. Vandalism
   b. Sprinkler leakage
   c. Building glass breakage
   d. Water damage
   e. Theft, or attempted theft

2) With respect to direct physical loss or damage, other than from causes listed in 1) a. through 1) e. above, and not otherwise excluded by this policy, the Pool will reduce the amount the Pool would otherwise pay for the loss or damage by 15%.

L. On all other property, the loss amount will not exceed the lesser of:

1) The cost to repair;

2) The cost to rebuild or replace on the same site with new materials of like size, kind and

quality;

3) The cost in rebuilding, repairing or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss;

4) The selling price of real property or machinery and equipment, other than stock, offered for sale on the date of loss;

5) The cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages or represents an improvement in function and/or forms part of a program of system enhancement;

6) The increased cost of demolition, if any, resulting from loss covered by this Coverage Document, if the property is scheduled for demolition;

7) The unamortized value of improvements and betterments, if the property is not repaired or replaced at the Member's expense; or

8) The Actual Cash Value if the property is:

   a. Useless to the Member; or

   b. Not repaired, replaced or rebuilt on the same or another site within two years from the date of loss.

   The Member may elect not to repair or replace the Member's real or personal property lost, damaged or destroyed. The Member may elect loss settlement on the lesser of repair or replacement cost basis if the proceeds of the loss settlement are expended on other capital expenditures related to the Member's operations within two years from the date of loss. As a condition of collecting under this provision, expenditure must be unplanned as of the date of loss and be made at a MEMBER PROPERTY under this Coverage Document.

   This provision does not extend to increased cost of construction.

4. LOSS CONDITIONS

A. Requirements in Case of Loss
The Member must:

1) Give written notice to the Pool of any loss as soon as practicable;

2) This Coverage Document does not cover loss or damage that the Member fails to report to the Pool no later than two years after the date of loss.

3) Protect the property from further loss or damage;

4) Promptly separate the damaged and undamaged property; put it in the best possible order, and furnish a complete inventory of the lost, destroyed, damaged and undamaged property

showing in detail the quantities, costs, Actual Cash Value, replacement value and amount of loss claimed;

5) Give a signed and sworn proof of loss to the Pool within 90 days after the loss, unless that time is extended in writing by the Pool, stating the knowledge and belief of the Member as to:

   a. The time and origin of the loss;

   b. The Member interest and that of all others in the property;

   c. The Actual Cash Value and replacement value of each item and the amount of loss to each item, all encumbrances, and all other contracts of coverage, whether valid or not, covering any of the property;

   d. Any changes in the title, use, occupation, location, possession or exposures of the property since the effective date of this Coverage Document; and

   e. By whom and for what purpose any MEMBER PROPERTY covered by this Coverage Document was occupied on the date of loss, and whether or not it then stood on leased ground;

6) Include a copy of all the descriptions and schedules in all policies and, if required, provide verified plans and specifications of any buildings, fixtures, machinery or equipment destroyed or damaged; and

7) As often as may be reasonably required by the Pool:

   a. Exhibit to any person designated by the Pool all that remains of any property;

   b. Submit to examinations under oath by any person designated by the Pool and sign the written records of examinations; and

   c. Produce for examination at the request of the Pool at such reasonable times and places that may be designated by the Pool or its representative and permit extracts and machine copies to be made:

      i) All books of accounts, business records, bills, invoices and other vouchers; or

      ii) Certified copies if originals are lost.

B. Pool Option
The Pool has the option to take all or any part of damaged personal property at the agreed or appraised value. The Pool must give notice to the Member of its intention to do so not later than 30 days after receipt of proof of loss.

C. Abandonment
The Member may not abandon any property to the Pool.

D. Subrogation

The Member is required to cooperate in any subrogation proceedings. The Pool may require from the Member an assignment or other transfer of all rights of recovery against any party for loss to the extent of the Pool payment.

Any recovery from subrogation proceedings, less costs incurred by the Pool in such proceedings, will be payable to the Member in the proportion that the amount of any applicable deductible bears to the entire covered loss amount.

E. Appraisal

The appraisal process is available to determine the value of a covered loss but is not available to determine whether a loss is covered. If the Member and the Pool fail to agree on the amount of loss, each will, on the written demand of either, select a competent and disinterested appraiser, but only after:

1) The Member has fully complied with all provisions of this Coverage Document, including Requirements In Case of Loss; and

2) The Pool has received a signed and sworn proof of loss from the Member.

Each will notify the other of the appraiser selected within 30 days of the demand.

The appraisers will first select a competent and disinterested umpire. If the appraisers fail to agree upon an umpire within 30 days after their selection, the Member and the Pool shall jointly move to have an umpire selected by a judge of a court of record in the jurisdiction in which the appraisal is pending. The appraisers will then identify each item of physical damage or loss and appraise the amount of loss. The appraisal shall include a detailed breakdown of the costs necessary to repair or replace the item, and will state separately the Actual Cash Value and replacement cost value as of the date of loss and the amount of loss, for each item of physical loss or damage or if, for time element loss, the amount of loss for each time element coverage of this Coverage Document.

If the appraisers fail to agree, they will submit their differences to the umpire. The umpire will review the appraisals prepared by the appraisers selected by the Member and the Pool and will inspect the property prior to preparing his appraisal. The appraisers for the Member and the Pool will be afforded the opportunity to attend the umpire's inspection of the property and provide sufficient input to allow the umpire to understand the nature and reasons for the differences between the appraisals. After inspecting the property and receiving input from the appraisers, the umpire will identify each item of physical loss or damage and shall appraise the amount of the loss for each item. The umpire's appraisal will include a detailed breakdown of the costs necessary to repair or replace the item and state separately the Actual Cash Value and replacement cost value as of the date of the loss. An award agreed to in writing by any two of the three appraisers will determine the amount of loss. The appraisal award is subject to all terms of the Coverage Document, and may be reduced by the application of a deductible.

The Member and the Pool will each:

1) Pay its chosen appraiser; and

2) Bear equally the other expenses of the appraisal and umpire.

A demand for appraisal does not relieve the Member of its continuing obligation to comply with the terms and conditions of this Coverage Document, including the Requirements In Case of Loss.

The Pool does not waive any of its rights by any act relating to appraisal.

F. Suit Against the Pool
No suit, action or proceeding for the recovery of any claim will be sustained in any court of law or equity unless the following adjudication procedures are satisfied:

1) As a condition precedent to filing suit, the Member has fully complied with all the provisions of this Coverage Document, including providing proof of loss;

2) As a condition precedent to filing suit, the Member must attend at least a one-day mediation before a mutually agreeable mediator, unless this provision is waived by both Member and the Pool in writing;

3) Any suit against the Pool arising from a claim or loss must be filed within 12 months of the date the Pool takes its final action with respect to the claim or loss. If under the coverage laws of the jurisdiction in which the property is located, such 12 months' limitation is invalid, then the legal action needs to be started within the shortest limit of time permitted by law.

4) Any suit, action or proceeding against the Pool must be brought in District Court in Travis County, Texas.

Nothing in this Coverage Document is intended to waive any immunity of either Member or the Pool.

5. SETTLEMENT OF CLAIMS
The amount of loss, except for accounts receivable coverage, for which the Pool may be liable will be paid after:

A. Proof of loss is received by the Pool; and

B. When a resolution of the amount of loss is made either by:

1) Written agreement between the Member and the Pool; or

2) The filing with the Pool of an award as provided in the Appraisal provisions of this section.

6. COLLECTION FROM OTHERS
The Pool will not be liable for any loss to the extent that the Member has collected such loss from others.

7. PARTIAL PAYMENT OF LOSS SETTLEMENT
If a loss occurs that the Pool has determined is a covered loss or damage under this Coverage Document in excess of the applicable Coverage Document deductible, the Pool will advance

mutually agreed upon partial payment on the Member loss or damage, subject to the Coverage Document's provisions. To obtain partial payments, the Member will submit a signed and sworn proof of loss with adequate supporting documentation.

8. JURISDICTION

This Coverage Document will be governed by United States of America Law. Any disputes arising hereunder will be exclusively subject to United States of America jurisdiction

SECTION F - CRIME COVERAGE

Terms, conditions and definitions below may vary from the terms, conditions and definitions set forth in Sections A, B, C, D, E and G. To the extent terms and definitions between Sections A, B, C, D, E and G and this Section F, Crime Coverage, conflict, for purposes of an act, event, or series of acts or events triggering Crime Coverage, the terms and definitions under Section F, Crime Coverage, control.

1. CRIME GENERAL PROVISIONS

A. Definitions

1) Employee means:

a. An appointed or elected official of a Member;

b. Any natural person:

(i) While in the Member's service (and for 30 days after termination of service); and

(ii) Whom the Member compensates directly by salary, wages or commissions; and

(iii) Whom the Member has the right to direct and control while performing services for the Member; or

c. Any natural person employed by an employment contractor while that person is subject to the Member's direction and control and performing services for the Member excluding, however, any such person while having care and custody of property outside the premises.

d. Volunteers, but only while performing duties related to the conduct of the Member's business.

But Employee does not mean any:

a. Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

b. Trustee except while performing acts coming within the scope of the usual duties of an Employee.

2) Employee Dishonesty means only dishonest acts committed by an Employee, whether

identified or not, acting alone or in collusion with other persons, with the manifest intent to:

a. Cause the Member to sustain loss; and also

b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other Employee benefits earned in the normal cause of employment) for the employee or any person or organization other than the employing political subdivisions, intended by the Employee to receive that benefit.

3) Money means:

a. Currency, coins and bank notes in current use and having a face value; and

b. Travelers checks, register checks and Money orders held for sale to the public.

4. Property Other Than Money and Securities means any tangible Property Other Than Money and Securities that has intrinsic value but does not include any property listed in any Coverage as Property Not Covered.

5. Securities means negotiable and non-negotiable instruments or contracts representing either Money or other property and includes:

a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by the Member; but does not include Money.

B. General Exclusions
In addition to exclusions set forth in other sections of this Coverage Document, the Pool will not pay for loss as specified below:

1) Indirect Loss: Loss that is an indirect result of any act or Occurrence covered by this Coverage Document including, but not limited to, loss resulting from:

a. The Member's inability to realize income that the Member would have realized had there been no loss of, or loss from damage to, Covered Property.

b. Payment of damages of any type for which the Member is legally liable. But, the Pool will pay compensatory damages arising directly from a loss covered hereunder.

c. Payment of costs, fees or other expenses the Member incurs in establishing either the existence or the amount of loss hereunder.

2) Legal Expenses: Expenses related to any legal action.

C. General Crime Conditions

1) Consolidation - Merger: If any additional persons become Employees after the inception

date of this Coverage Document, any coverage afforded for Employees also applies to those additional Employees.

2) Discovery Period for Loss: The Pool will pay only for covered loss discovered no later than one year from the end of the policy period.

3) Joint Member

   a. If more than one Member is named in the CCD, the first named Member will act for itself and for every other Member for all purposes of this coverage. If the first named Member ceases to be covered, then the next named Member will become the first named Member.

   b. If any Member or official of that Member has knowledge of any information relevant to this coverage, that knowledge is considered knowledge of every Member.

   c. An Employee of any Member is considered to be an Employee of every Member.

   d. If this Coverage Document or any of its coverages are cancelled or terminated as to any Member, loss sustained by that Member is covered only if discovered no later than one year from the date of that cancellation or termination.

   e. The Pool will not pay more for loss sustained by more than one Member than the amount the Pool would pay if all the loss had been sustained by one Member.

4) Loss Covered Under More Than One Coverage of This Coverage Document:
   If two or more Coverages of this Coverage Document apply to the same loss, the Pool will pay the lesser of the actual amount of loss up to limit as stated on the CCD.

5) Loss Sustained During Prior Coverage or Insurance

   a. If the Member, or any predecessor in interest, sustained loss during the period of any prior coverage that the Member or any predecessor in interest could have recovered under that coverage or insurance except that the time within which to discover loss had expired, the Pool will pay for it under this coverage, provided;

      (i) This coverage became effective at the time of cancellation or termination of the prior coverage; and

      (ii) This loss would have been covered by this coverage had it been in effect when the acts or events causing the loss were committed or occurred.

   b. The coverage under this condition is part of, not in addition to, the limits of liability applying to this coverage and is limited to the lesser of the amount recoverable under:

      (i) This coverage as of its effective date; or

      (ii) The prior coverage or insurance had it remained in effect.

6) Loss Covered Under This Coverage and Prior Coverage or Insurance Issued by the Pool or any Affiliate

If any loss is covered:

a. Partly by this coverage; and

b. Partly by any prior cancelled or terminated coverage or insurance that the Pool or any affiliate had issued to the Member or any predecessor in interest;

the most the Pool will pay is the larger of the amount recoverable under this coverage or the prior coverage or insurance.

7) Non-Cumulation of Limits of Liability
Regardless of the number of years this coverage remains in force or the number of Contributions paid, no limits of liability cumulates from year to year or period to period.

8) Other Coverage, Bonds or Insurance
This coverage does not apply to loss recoverable or recovered under other coverage, bonds, insurance or indemnity. However, if the limit of the other coverage, bonds, insurance or indemnity is insufficient to cover the entire amount of the loss, this coverage will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other coverage, bonds, insurance or indemnity, but not for more than the limits of liability.

9) Recoveries

a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered hereunder will be distributed as follows:

(i) To the Member, until the Member is reimbursed for any loss that the Member sustains that exceeds the limits of liability and the deductible amount, if any;

(ii) Then to the Pool, until the Pool is reimbursed for the settlement made;

(iii) Then to the Member, until the Member is reimbursed for that part of the loss equal to the deductible amount, if any.

b. Recoveries do not include any recovery;

(i) From insurance, suretyship, reinsurance, security or indemnity taken for the Pool's benefit; or

(ii) Of original Securities after duplicates of them have been issued.

10) Valuation – Settlement

a. Subject to the applicable Limits of Liability provision, the Pool will pay for:

(i) Loss of Money but only up to and including its face value. The Pool may, at the Pool's option, pay for loss of Money issued by any country other than the United States of America:

(a) At face value in the Money issued by that country; or

(b) In the United States of America dollar equivalent on the day the loss was discovered.

(ii) Loss of Securities but only up to and including their value at the close of business on the day the loss was discovered. The Pool may, at the Pool's option:

(a) Pay the value of such Securities or replace them in kind, in which event the Member must assign to the Pool all the Member's rights, title and interest in and to those Securities;

(b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the Securities. However, the Pool will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

1. Value of the Securities at the close of business on the day the loss was discovered; or

2. Limit of liability.

2. COVERAGE PROVIDED

A. Employee Dishonesty Coverage

The Pool will pay for loss of and loss from damage to Covered Property resulting directly from the Covered Cause of Loss.

1) Covered Property: Money, Securities, and Property Other Than Money and Securities.

2) Covered Cause of Loss:

a. Employee Dishonesty

b. Failure of any Employee to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of the Member's Covered Property, including inability to faithfully perform those duties because of a criminal act committed by a person other than an Employee.

3) Coverage Extension and Limitation

Employees Temporarily Outside Coverage Territory: The Pool will pay for loss caused by any Employee while temporarily outside the territory specified in the Territory General Condition for a period not more than 90 days.

4) Additional Exclusions, Conditions, and Definitions:

In addition, this employee dishonesty coverage is subject to the following:

a. Additional Exclusions: The Pool will not pay for loss or damages as specified below:

(i) Employee Cancelled Under Prior Coverage or Insurance: loss caused by any Employee for whom similar prior coverage or insurance has been cancelled and not reinstated since the last such cancellation.

(ii) Inventory Shortages: loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(a) An inventory computation; or

(b) A profit and loss computation.

(iii) Damages: damages for which the Member is legally liable as a result of:

(a) The deprivation or violation of the civil rights of any person by an Employee; or

(b) The tortious conduct of an Employee, except conversion of property of other parties held by the Member in any capacity.

(iv) Depository Failure: Loss resulting from the failure of any entity acting as a depository for the Member's property or property for which the Member is responsible.

b. Additional Conditions:

(i) The Member must give the Pool notice as soon as possible of any loss of the type covered under this Coverage even though it falls entirely within the deductible amount.

(ii) Cancellation As To Any Employee:

This coverage is cancelled as to any Employee:

(a) Immediately upon discovery by the Member or any official or Employee authorized to manage, govern or control the Member's Employees, of any act on the part of an Employee whether before or after becoming employed by the Member which would constitute a loss covered under the terms of this coverage.

(b) On the date specified in a notice mailed to the Member. That date will be at least 60 days after the date of mailing.

The mailing of notice to the Member at the last mailing address known to the Pool will be sufficient proof of notice. Delivery of notice is the same as mailing.

(iii) Sole Benefit: This coverage is for the Member's sole benefit. No legal proceeding of any kind to recover on account of loss under this coverage may be brought by

anyone other than the Member.

(iv) Indemnification: The Pool will indemnify any of the Member's officials who are required by law to give bonds for the faithful performance of their service against loss through the failure of any Employee under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of the Member's Covered Property, including inability to faithfully perform those duties because of a criminal act committed by a person other than an Employee.

c. Additional Definitions
(i) Occurrence means all loss caused by, or involving, one or more Employees, whether the result of a single act or series of acts.

B. Forgery or Alteration Coverage
The Pool will pay for loss involving Covered Instruments resulting directly from the Covered Causes of Loss.

1) Covered Instruments means checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in Money that are:

a. Made or drawn by or drawn upon the Member;

b. Made or drawn by one acting as the Member's agent; or

c. That are purported to have been so made or drawn.

2) Covered Causes of Loss: Forgery or alteration of, on or in any Covered Instrument.

3) Coverage Extension
Legal Expenses: If the Member is sued for refusing to pay any Covered Instrument on the basis that it has been forged or altered, and the Member has the Pool's written consent to defend against the suit, the Pool will pay for any reasonable legal expenses that the Member incurs and pay in that defense. The amount the Pool will pay under this extension is in addition to the limits of liability applicable to this coverage.

4) Deductible
The Pool will not pay for loss in any one Occurrence unless the amount of loss exceeds the deductible amount shown in the CCD. The Pool will then pay the amount of loss in excess of the deductible amount, up to the limits of liability. This provision does not apply to legal expenses paid under the coverage extension.

5) Additional Exclusions, Conditions and Definitions
In addition to the provisions in the Crime General Provisions, this coverage is also subject to the following:

a. Additional Exclusion
Acts of Employees, Directors, Trustees or Representatives: Loss resulting from any dishonest or criminal act committed by any of the Member's Employees, directors,

trustees or authorized representatives

a. Whether acting alone or in collusion with other persons; or

b. Whether while performing services for the Member or otherwise.

b. Additional Conditions

(i) Facsimile Signatures: The Pool will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

(ii) General Amendment: As respects this coverage, the words Covered Property in the Crime General Provisions means Covered Instruments.

(iii) Proof of Loss: The Member must include with the Member's proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

(iv) Territory: The Pool will cover loss the Member sustains anywhere in the world. The Territory General Condition does not apply to this forgery or alteration coverage.

c. Additional Definition
Occurrence means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

C. Theft, Disappearance and Destruction Coverage
The Pool will pay for loss of Covered Property resulting directly from the Coverage Causes of Loss.

1) Inside the Premises
a. Covered Property: Money and Securities inside the Premises or a Banking Premises

b. Covered Causes of Loss: Theft, disappearance, destruction

c. Coverage Extensions

(i) Containers of Covered Property: The Pool will pay for loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the Premises resulting directly from an actual or attempted theft of or unlawful entry into those containers.

(ii) Premises Damage: The Pool will pay for loss from damage to the Premises or its exterior resulting directly from an actual or attempted Theft of Covered Property if the Member is the owner of the Premises or is liable for damage to it.

2) Outside the Premises
a. Covered Property: Money and Securities outside the Premises in the care and custody of a Messenger.

b. Covered Causes of Loss: Theft, disappearance, and destruction

3) Coverage Extension
Conveyance of Property by Armored Motor Vehicle Company: The Pool will pay for loss of Covered Property resulting directly from the covered causes of loss while outside the Premises in the care and custody of an armored motor vehicle company.

But, the Pool will pay only for the amount of loss that the Member cannot recover:

a. Under the Member's contract with the armored motor vehicle company; and

b. From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

4) Additional Exclusions, Conditions and Definitions
In addition to the provisions in the Crime General Provisions, this Theft, disappearance and destruction coverage is subject to the following:

a. Additional Exclusions: The Pool will not pay for loss as specified below:

(i) Loss resulting from accounting or arithmetical errors or omissions.

(ii) Acts of Employees, Directors, Trustees or Representatives: Loss resulting from any dishonest or criminal act committed by any of the Member's Employees, directors, trustees or authorized representatives;

(a) Acting alone or in collusion with other persons; or

(b) While performing services for the Member or otherwise.

(iii) Loss resulting from the giving or surrendering of property in any exchange or purchase.

(iv) Loss from damage to the Premises resulting from fire, however caused.

(v) Loss of property contained in any Money operated device unless the amount of Money deposited in it is recorded by a continuous recording instrument in the device.

(vi) Loss of property after it has been transferred or surrendered to a person or place outside the Premises or Banking remises:

(a) On the basis of unauthorized instructions; or

(b) As a result of a threat to do bodily harm to any person or damage to any property

But, this exclusion does not apply to loss of Covered Property while outside the Premises or Banking Premises in the care and custody of a Messenger if the

Member had no knowledge of any threat at the time the conveyance began; or had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

(vii) Loss from damage to the Premises or its exterior or to containers of Covered Property by vandalism or malicious mischief.

(viii) Loss resulting from the Member, or anyone acting on the Member's express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

b. Additional Condition
Duties in the Event of Loss: If the Member has reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, the Member must notify law enforcement.

c. Additional Definitions

(i) Banking Premises means the interior of that portion of any building occupied by a banking institution or similar safe depository.

(ii) Messenger means the Member or any Employee while having care and custody of the property outside the Premises.

(iii) Occurrence means an act or series of related acts involving one or more persons; or, an act, event, or a series of related acts or events not involving any person.

(iv) Premises means the interior of that portion of any building the Member occupies in conducting the Member's business.

(v) Theft means any act of stealing.

D. Robbery and Safe Burglary Coverage
The Pool will pay for loss of, and loss from damage to, Covered Property resulting directly from the covered causes of loss.

1) Inside the Premises
a. Robbery of a Custodian

(i) Covered Property: Property Other Than Money and Securities inside the Premises in the care and custody of a Custodian.

(ii) Property not Covered: Motor vehicles, trailers, or semi-trailers or equipment and accessories attached to them.

But, the Pool will pay only for the amount of loss the Member cannot recover:

(i) Under the Member's contract with an armored motor vehicle company or other commercial carrier; and

(ii) From any insurance or indemnity carried by, or for the benefit of customers of the armored motor vehicle company.

2) Additional Exclusions, Conditions and Definitions: In addition, this robbery and safe burglary coverage is subject to the following:

a. Additional Exclusions: The Pool will not pay for loss as specified below:

(i) Loss resulting from any dishonest or criminal act committed by any of the Member's Employees, directors, trustees or authorized representatives, whether acting alone or in collusion with other persons, or while performing services for the Member or otherwise.

(ii) Loss resulting from fire, however caused, except loss from damage to a safe or a vault.

(iii) Loss of, or loss from damage to, property after it has been transferred or surrendered to a person or place outside the Premises on the basis of unauthorized instructions or as a result of threat to do bodily harm to any person or damage to any property.

But, this exclusion does not apply to loss of Covered Property while outside the Premises in the care and custody of a Messenger if the Member had no knowledge of any threat at the time the conveyance began; or, had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

(iv) Loss from damage to any property by vandalism or malicious mischief.

b. Additional Conditions

(i) Duties in the Events of Loss: If the Member has reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, the Member must notify law enforcement.

(ii) Special Limit of Coverage for Specified Property: The Pool will only pay up to $1,000 for any one Occurrence of loss of, and loss from damage to:

(a) Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or

(b) Manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

c. Additional Definitions

(i) Custodian means the Member or any Employee while having care and custody of the property inside the Premises, excluding any person while acting as a

Watchperson or janitor.

(ii) Messenger means the Member or any Employee while having care and custody of the property outside the Premises.

(iii) Occurrence means an act or series of related acts involving one or more persons or an act or event, or a series of related acts or events not involving any person.

(iv) Premises mean the interior of that portion of any building the Member occupies in conducting the Member's business.

(v) Robbery means the taking of property from the care and custody of a person by one who has:

(a) Caused or threatened to cause that person bodily harm; or

(b) Committed an obviously unlawful act witnessed by that person.

(vi) Safe Burglary means the taking of:

(a) Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior, and

(b) A safe or vault from inside the Premises.

(vii) Watchperson means any person the Member retains specifically to have care and custody of property inside the Premises and who has no other duties.

E. Computer Fraud and Funds Transfer Fraud Coverage

1) Computer Fraud
The Pool will pay for loss of or damage to Money, Securities and other property resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the premises or Banking Premises

a. to a person (other than a Messenger) outside those premises; or

b. to a place outside those premises.

2) Exclusions: This computer and funds transfer fraud coverage, does not apply to:

a. Credit Card Transactions. Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value, or other cards or the information contained on the cards.

b. Inventory Shortages. Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(i) An inventory computation; or

(ii) A profit and loss computation.

3) Funds Transfer Fraud
The Pool will pay for loss of Funds resulting directly from a Fraudulent Instruction directing a financial institution to transfer, pay or deliver Funds from the Member's Transfer Account.

4) Additional Definitions:

a. Fraudulent Instruction means:

(i) An electronic, telegraphic, cable, teletype, tele facsimile or telephone instruction which purports to have been transmitted by the Member, but which was in fact fraudulently transmitted by someone else without the Member's knowledge or consent;

(ii) A written instruction (other than those described in Coverage B, Forgery or Alteration Coverage, Section 1) issued by the Member, which was forged or altered by someone other than the Member without the Member's knowledge or consent, or which purports to have been issued by the Member, but was in fact fraudulently issued without the Member's knowledge or consent; or

(iii) An electronic, telegraphic, cable, teletype, tele facsimile, telephone or written instruction initially received by the Member which purports to have been transmitted by an Employee but which was in fact fraudulently transmitted by someone else without the Member's or the Employee's knowledge or consent.

b. Funds means Money and Securities.

c. Transfer Account means an account maintained by the Member at a financial institution from which the Member can initiate the transfer, payment or delivery of Funds:

(i) By means of electronic, telegraphic, cable, teletype, tele facsimile or telephone instructions communicated directly through an electronic Funds transfer system; or

(ii) By means of written instructions (other than those described in Coverage B, Forgery or Alteration Coverage, Section 1) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic Funds transfer system.

d. Occurrence means:

(i) An individual act or event;

(ii) The combined total of all separate acts or events whether or not related; or

(iii) A series of acts or events whether or not related;

Committed by a person acting alone or in collusion with the other persons, or not committed by any person during the current agreement period in the Coverage Document

and CCD, before such current agreement period or both.

F. Money Orders and Counterfeit Paper Currency Coverage

1) Coverage
The Pool will pay for loss due to the acquisition of Covered Property resulting directly from the covered cause of loss.

a. Covered Property:

(i) Money orders, including counterfeit Money orders, of any United States or Canadian post office, express company or national or state (or Canadian) chartered bank; and

(ii) Counterfeit United States or Canadian paper currency.

b. Covered Cause of Loss
Acceptance in good faith, in exchange for merchandise, Money or services, of:

(i) Any money order that is not paid upon presentation; and

(ii) Counterfeit United States or Canadian paper currency;

that is acquired during the regular course of business.

2) Additional Exclusions, Conditions and Definitions
In addition to the provision in the Crime General Provisions, this coverage is subject to the following:

a. Additional Exclusions: The Pool will not pay for loss as specified below:

(i) Acts of Employees, Directors, Trustees or Representatives
Loss resulting from any dishonest or criminal act committed by any of your Employees, directors, trustees or authorized representatives:

(a) Acting alone or in collusion with other persons; or

(b) While performing services for you or otherwise.

(ii) Exchanges or Purchases
Loss resulting from the giving or surrendering of property in any exchange or purchase.

(iii) Voluntary Parting of Title or Possession of Property
Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

b. Additional Condition
Duties In The Event of Loss: If you have any reason to believe that any loss of, or loss

from damage to, Covered Property involves a violation of law, you must notify the law enforcement

c. Additional Definition
Occurrence means an:

(i) Act or series of related acts involving one or more persons: or

(ii) Act or event, or series of related acts or events not involving any person.

SECTION G - GENERAL PROVISIONS

1. ADDITIONAL INSURED INTERESTS/CERTIFICATES OF COVERAGE

Any certificate of coverage issued in connection with this coverage document shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said certificate of coverage, except where any Additional Insured(s), Loss Payee(s) or Mortgagee(s) are named pursuant to the additional description of said certificate of coverage. In the event any Additional Insured(s) or Loss Payee(s) are so named, this Coverage Document shall be deemed to have been endorsed accordingly, subject to all other terms, conditions and exclusions stated herein.

2. CANCELLATION

This Coverage Document may be:

A. Cancelled at any time at the request of the Member by surrendering this Coverage Document to the Pool or by giving written notice to the Pool stating when the cancellation will take effect; or

B. Cancelled by the Pool by giving the Member not less than:

1) Sixty days written notice of cancellation; or

2) Ten days written notice of cancellation if the Member fails to remit, when due, Contribution for this Coverage Document.

Return of any unearned Contribution will be calculated on the customary short rate basis if the Member cancels and on a pro-rata basis if the Pool cancels this Coverage Document. Return of any unearned Contribution will be made by the Pool as soon as practicable.

3. INSPECTIONS

The Pool, at all reasonable times, will be permitted, but will not have the duty, to inspect covered property. The Pool's:

A. Right to make inspections;

B. Making of inspections; or

C. Analysis, advice or inspection report;

will not constitute an undertaking, on behalf of or for the benefit of the Member or others, to determine or warrant that the Member's property is safe or healthful. This Pool will have no liability to the Member or any other person because of any inspection or failure to inspect.

The Member is responsible for assuring that jurisdictional inspections are performed as required, and to assure that required jurisdictional operating certificates are current for their pressure equipment.

4. TRANSFER OF INTEREST

A. The Member shall not transfer interest in any losses, payments for such losses, or claims for any such losses to any third party, including, but not limited to, litigation finance companies, attorneys, banks, adjusters, architects, engineers, or contractors.

B. Any action by the Member which grants or attempts to grant to any third party an interest in or control over any claim or loss payable resulting from covered damage to real or personal property will immediately suspend any obligation by the Pool to make any additional payment for such otherwise covered damages.

C. The obligation of the Pool to make any such payments shall not be restored unless and until the Member provides the Pool with evidence reasonably satisfactory to the Pool that any such transfer or attempt to transfer an interest in or control over such loss or claim to a third party has effectively been terminated.

5. MISREPRESENTATION AND FRAUD

This Coverage Document will be void in entirety if, whether before or after a loss, a Member has:

A. Willfully concealed or misrepresented any material fact or circumstance concerning this coverage, covered property, any coverage claim, or the interest of a Member;

B. Made any attempt to defraud the Pool; or

D. Made any false swearing.

6. LENDERS LOSS PAYEE AND MORTGAGEE INTERESTS AND OBLIGATIONS

A. The Pool will pay for loss to specified property covered under this Coverage Document to each specified lender loss payee (lender) as its interest may appear, and to each specified Mortgagee as its interest may appear, under all present or future mortgages upon covered property, in order of precedence of the mortgages.

B. The interest of the lender or mortgagee (as the case may be) in property covered under this Coverage Document will not be invalidated by:

1) Any act or neglect of the debtor, mortgagor, or owner (as the case may be) of the property;

2) Foreclosure, notice of sale, or similar proceedings with respect to the property;

3) Change in the title or ownership of the property; or

4) Change to a more hazardous occupancy.

The lender or mortgagee will notify the Pool of any known change in ownership, occupancy, or hazard and, within 10 days of written request by the Pool, may pay the additional Contributions associated with the known change. If the lender or mortgagee fails to pay the increased Contribution, all coverage under this Coverage Document will cease.

C. If this Coverage is cancelled at the request of the Member, the coverage for the interest of the lender or mortgagee will terminate 10 days after the Pool sends to the lender or mortgagee written notice of cancellation, unless:

1) Sooner terminated by authorization, consent, approval, acceptance, or ratification of the Member's action by the lender or mortgagee, or its agent.

2) This Coverage is replaced by the Member, with a coverage document or policy providing coverage for the interest of the lender or mortgagee, in which event coverage under this Coverage Document with respect to such interest will terminate as of the effective date of the replacement coverage document or policy, notwithstanding any other provision of this Coverage Document.

D. The Pool may cancel this Coverage and the interest of the lender or mortgagee under this Coverage Document, by giving the lender or mortgagee written notice 60 days prior to the effective date of cancellation, if cancellation is for any reason other than non-payment. If the Member has failed to pay any Contribution due under this Coverage Document, the Pool may cancel this Coverage Document for non-payment, but will give the lender or mortgagee written notice 10 days prior to the effective date of cancellation. If the lender or mortgagee fails to pay the Contribution due by the specified cancellation date, all coverage under this Coverage Document will cease.

E. The Pool has the right to invoke this Coverage Document's Suspension provision. The suspension of coverage will apply to the interest of the lender or mortgagee in any machine, vessel, or part of any machine or vessel, subject to the suspension. The Pool will provide the lender or mortgagee at the last known address a copy of the suspension notice.

F. If the Pool pays the lender or mortgagee for any loss, and denies payment to the Member, the Pool will, to the extent of the payment made to the lender or mortgagee, be subrogated to the rights of the lender or mortgagee under all securities held as collateral to the debt or mortgage. No subrogation will impair the right of the lender or mortgagee to sue or recover the full amount of its claim. At its option, the Pool may pay to the lender or mortgagee the whole principal due on the debt or mortgage plus any accrued interest. In this event, all rights and securities will be assigned and transferred from the lender or mortgagee to the Pool, and the remaining debt or mortgage will be paid to the Pool.

G. If the Member fails to render proof of loss, the lender or mortgagee, upon notice of the Member's failure to do so, will render proof of loss within 60 days of notice and will be subject to the provisions of this Coverage Document relating to appraisal, settlement of claims, and suit against the Pool.

H. Other provisions relating to the interests and obligations of the lender or mortgagee may be added to this Coverage Document by agreement in writing.

7. OTHER COVERAGE

A. If there is any other coverage that would apply in the absence of this Coverage Document, this Coverage Document will apply only after such coverage whether collectible or not.

B. In no event will this Coverage Document apply as contributing coverage.

C. The Member is permitted to have other coverage over any limits or Sublimits of liability specified elsewhere in this Document without prejudice to this Coverage Document. The existence of any other coverage will not reduce any limit or sublimit of liability in this Coverage Document. Any other coverage that would have provided primary coverage in the absence of this Coverage Document will not be considered excess.

D. The Member is permitted to have other coverage for all, or any part, of any deductible in this Coverage Document. The existence of other coverage will not prejudice recovery under this Coverage Document. If the limits of liability of other coverage are greater than this Coverage Document applicable deductible, this Coverage Document coverage will apply only after the other coverage has been exhausted.

E. If this Coverage Document is deemed to contribute with other coverage, the limit of liability applicable at each MEMBER PROPERTY, for purposes of the Contribution with other insurers, will be the latest amount described in this Coverage Document or the latest MEMBER PROPERTY value on file with the Pool.

8. COVERAGE MODIFICATION

This Coverage Document contains all of the agreements between the Member and the Pool concerning this coverage. The Member and the Pool may request changes to this Coverage Document. This Coverage Document can be changed only by endorsements issued by the Pool and made a part of this Coverage Document. The Member is also bound by the terms of the Interlocal Participation Agreement with the Pool.

Notice to any agent or knowledge possessed by any agent or by any other person will not:

A. Create a waiver, or change any part of this Coverage Document; or

B. Prevent the Pool from asserting any rights under the provisions of this Coverage Document.

9. REDUCTION BY LOSS

Claims paid under this Coverage Document will not reduce its limit of liability, except claims paid will reduce any coverage period aggregate limit of liability.

10. SUSPENSION

On discovery of a dangerous condition, this Pool may immediately suspend Equipment Breakdown coverage on any machine, vessel or part by giving written notice to the Member. The suspended coverage may be reinstated by the Pool. Any unearned Contribution resulting from a suspension will be returned by the Pool.

11. TITLES

The titles in this Coverage Document are only for reference. The titles do not in any way affect

the provisions of this Coverage Document.

SECTION H - DEFINITIONS

A. Actual Cash Value means the amount it would cost to repair or replace covered property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation. ACV is computed by subtracting the depreciated value of the lost or damaged covered property from the actual replacement cost, using material of like kind and quality, of the covered property at the time of loss.

B. Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1) The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2) The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3) The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

C. Contribution means the amount paid by the Member to the Pool for this coverage.

D. Contribution & Coverage Declarations (CCD) means the document that sets forth the specific indication of the coverage, limits and deductibles, Contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.

E. Coverage Document means the Texas Association of Counties Risk Management Pool's Property Coverage Document that sets forth in detail the exact coverage provided.

F. Coverage Territory means MEMBER PROPERTY in the United States of America.

G. Earthquake means a shaking or trembling of the earth that is tectonic or seismic in origin.

H. Earth Movement means any natural or man-made Earth Movement, including, but not limited to Earthquake, landslide, subsidence or volcanic eruption regardless of any other cause or event contributing concurrently or in any other sequence of loss. This definition does not include loss or damage caused by or resulting from Flood, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However, physical damage by fire, explosion, or sprinkler leakage resulting from Earth Movement will not be considered to be loss by Earth Movement within the terms and conditions of this Coverage Document.

I. Flood means a general and temporary condition of partial or complete inundation of normally

dry land area from: rising waters, waves, tide, or tidal water; unusual and rapid accumulation or runoff of surface waters from any source; mudslide or mudflow caused by accumulation of water on or under the ground; or the release of water, the rise, overflow, or break of the boundary of a natural or man-made body of water, including spray, excluding physical damage by fire, explosion or sprinkler leakage resulting from Flood. All flooding within a continuous 168 hour period will be considered a single Flood; the beginning of such period shall be determined by the Member.

J. Member means the political subdivision of the State of Texas that is a current participant in the Pool and designated on the CCD.

K. Mobile Equipment means a motorized vehicle including attachments or implements that is only incidentally operated on a public roadway and is not subject to a motor vehicle insurance law, including road construction and maintenance machinery such as a bulldozer, forklift, loader or grader.

L. Named Storm means all loss or damage occurring during a period of 72 consecutive hours that is caused by or results from a storm or weather disturbance that is named as a tropical storm or hurricane by the National Weather Service or any other recognized meteorological authority, including all weather phenomenon associated with or occurring in conjunction with the storm or weather disturbance, such as Flood, Storm Surge, wind driven rain, wind, hail, sleet, tornadoes, or lightning.

M. Occurrence means any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the Member may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to the covered property occurs.

N. Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, vaccines and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

O. Pool means the Texas Association of Counties Risk Management Pool.

P. Soft Costs means:
   1. Interest expense;
   2. General overhead-developer expenses and additional real estate taxes;
   3. Legal or professional fees;
   4. Marketing expenses and advertising expenses;
   5. Debt service payments and insurance premiums;
   6. Refinancing charges and bond interest;
   7. Founders fees and miscellaneous operating expenses.

Q. Special Flood Hazard Area means areas of a Flood Insurance Rate Map which are identified as Zones A, AO, AH, A1 - A30, AE, A99, AR, AR/A, AR/AE, AR/A1 - A30, AR/AH, AR/A0, V, V1-V30, and VE. For purposes of determining which areas qualify as Special Flood Hazard

Areas as specified above, only those Flood Insurance Rate Maps which were in effect at the time of the Flood loss shall apply. Flood Insurance Rate Map means the official map of a community on which the administrator has designated the special hazards area applicable to the community.

R. Storm Surge means water driven inland from coastal waters by high winds and low atmospheric pressure. Storm Surge shall not be considered Flood.

S. Terrorism: an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes. Terrorism shall also include any act which is verified or recognized by the United States Government as an act of Terrorism.

T. Tier One Counties means counties in Named Storm Designated Wind Areas: Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio, and Willacy (Note: exposures declared by Harris County CSCD are not considered Tier One).

U. Tier Two Counties means counties in Named Storm Designated Wind Areas: Bee, Brooks, Fort Bend, Goliad, Hardin, Hidalgo, Jackson, Jasper, Jim Wells, Liberty, Live Oak, Orange, Victoria, and Wharton.

V. Vacant means containing inadequate contents to perform customary business operations.

W. Vacant Property means a building is Vacant or unoccupied if less than 10% of the total square footage owned, rented, or leased by the Member is used by the Member to conduct customary operations, excluding common areas such as lobbies and garages. Buildings under construction or renovation shall not be considered Vacant.

X. Unmanned Aircraft System means an unmanned aircraft and the equipment necessary for the safe and efficient operation of that aircraft. An unmanned aircraft is a component of an Unmanned Aircraft System. An unmanned aircraft is an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft.

Y. Waiting Period means the time period where the Pool shall have no liability for the time element loss when the period of recovery applicable to all time element loss is equal to or less than such time period. If, however, the period of recovery exceeds such time period then the Pool's liability for the time element loss shall otherwise apply and the period of recovery shall be measured from the inception of the Occurrence for which loss is being claimed. The applicable deductible shall then apply.

GREEN ENDORSEMENT

COVERAGE AGREEMENT – Subject to the limits in this Coverage Document, the Coverage Document is amended to extend coverage related to LEED Certification, as described in this section.

The coverage and valuation provision provided by this endorsement only apply if direct physical loss

or damage to covered real or personal property is caused by any of the perils covered by the Coverage Document and replacement cost valuation applies.

This coverage does not apply to: (1) personal property of others in the Member's care, custody, and control; (2) leased personal property; or (3) finished or unfinished stock.

This endorsement does not increase or change the per Occurrence limit of liability shown in the CCD or the annual aggregate for specified perils.

1. Notwithstanding the valuation provision of this Coverage Document or limits of liability applicable to specific MEMBER PROPERTY or perils, if replacement cost valuation applies to real and personal property, then the Pool's liability for loss applicable to this endorsement is the cost to repair or replace the covered damaged property, subject to the applicable limit of liability, plus the lesser of the following amounts:

   A. The reasonable and necessary amount to upgrade to green the covered damaged property as described in Coverage Section A - Non-LEED® Certified Coverage or as described in Coverage Section B - LEED® Certified Coverage below, whichever is applicable; or

   B. An additional 25% of the applicable limit of liability for the building and business personal property shown in the property schedule or appraisal to upgrade to green; or

   C. $100,000 to upgrade to green.

   At the Member's sole discretion, the Member may elect not to upgrade to green any or all property for which upgrade to green coverage is provided under this endorsement. In such case, the Pool will adjust the claim in accordance with the standard provisions of the Coverage Document, as modified by all other applicable endorsements.

   Subject to the lesser of A., B., or C. above, if necessary, the period of recovery shall be increased to allow for additional time to upgrade to green the damaged property plus up to an additional two week period to meet the requirements set forth in 4.B.

2. **COVERAGE SECTION A: NON-LEED CERTIFIED COVERAGE**
   If direct physical loss or damage by any of the perils covered by the Coverage Document to a building that is not LEED certified at the time of the loss, or to the personal property within the building, the Pool will pay to repair or replace damaged or destroyed:

   A. Loss Settlement for Personal Property
      1) Appliances or Office Equipment with products of like kind and quality that have been identified as ENERGY STAR® or equivalent products of energy efficiency. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.

      2) Systems Furniture or Seating, with products of like kind and quality that are certified as GREENGUARD Indoor Air Quality Certified® or products with similar emissions characteristics. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.

B. Loss Settlement for a Building

1) Interior Finish Materials Upgrade

a. Lower Emissions Products Upgrade Coverage
Defined Building Materials with products of like kind and quality that have Lower Emissions. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.

b. Environmentally Preferable Products Upgrade Coverage
Interior wood, carpeting and flooring with products of like kind and quality that have Lower Emissions, are Sustainably Produced, are Rapidly Renewable or include Recycled Content. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.

2) Interior Plumbing Systems Upgrade Coverage
Interior plumbing fixtures including, but not limited to, toilets, shower heads and lavatory faucets with products of like kind and quality that are more Water Efficient. If there are no products available at the time of the loss, this upgrade to green coverage does not apply. For damaged or destroyed faucets, the Pool will also pay to install occupant sensors to reduce the potable water demand.

3) Lighting Systems Upgrade Coverage
Lighting systems, with products of like kind and quality that have been identified as ENERGY STAR or equivalent products of such energy efficiency. If there are no products available at the time of the loss, this upgrade to green coverage does not apply. The Pool will also pay to repair or replace damaged light bulbs with light bulbs which have low mercury content.

4) Efficient Heating and Cooling Equipment Upgrade Coverage
Heating and cooling equipment with products of like kind and quality that have been identified as ENERGY STAR or equivalent products of such energy efficiency. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.

5) Building Reconstruction Following Total Loss

a. Solely with respect to a Total Loss to a building, the Pool will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that should satisfy the prerequisites and earn the minimum number of points required to qualify for LEED Silver certification using the LEED New Construction (LEED NC®) Rating System.

b. Certification Expenses

(i) The Pool will pay the reasonable and necessary registration and certification fees charged by the United States Green Building Council (USGBC) that the Member incurs should the Member decide to seek LEED Silver certification. However, the Pool will not pay to modify the reconstructed structure if it is not certified.

(ii) The sublimit for this coverage is $25,000.

3. COVERAGE SECTION B: LEED CERTIFIED COVERAGE

In addition to all Coverage provided in Coverage Section A of this endorsement (with the exception of 2.B. (5) Building Reconstruction Following a Total Loss) and if direct physical loss or damage by any of the perils covered by the Coverage Document to a building that is LEED certified at the time of the loss, or to the personal property in such building, the Pool will pay to repair or replace damaged or destroyed:

A. Loss Settlement for Trees, Shrubs, and Vegetative Roofs

1) Trees and shrubs planted specifically to secure the Heat Island Effect: Non-Roof point as described in LEED NC. For the purposes of this coverage only, notwithstanding any other provision of the Coverage Document to the contrary, trees and shrubs are covered property. The sublimit for this coverage is $3,000 per tree or $3,000 per shrub up to a maximum of $25,000.

2) Vegetative roofs on LEED certified buildings. Notwithstanding any other provision of the Coverage Document to the contrary, vegetative roofs are Covered Property.

B. Loss Settlement for a Building

1) Recertification Expenses

a. In the event of direct physical loss or damage by any of the perils covered by the Coverage Document that necessitates recertification of the damaged building, the Pool will pay the reasonable and necessary registration and certification fees charged by the USGBC that the Member incurs as a result of the recertification process.

b. The sublimit for this coverage is $25,000.

2) Building Reconstruction Following Total Loss

a. Solely with respect to a Total Loss to a building that is LEED certified at the time of the loss, the Pool will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that would satisfy the prerequisites and should earn the minimum number of points required to qualify for LEED certification at one level above the certification in effect at the time of the loss using the LEED NC Rating System.

b. Certification Expenses

(i) The Pool will pay the reasonable and necessary registration and certification fees charged by the USGBC that the Member incurs should the Member decide to seek LEED certification. However, the Pool will not pay to modify the reconstructed structure if it is not certified.

(ii) The sublimit for this coverage is $25,000.

4. COVERAGES INCLUDED WITHIN COVERAGE SECTIONS A OR B AND APPLICABLE TO LEED® AND NON-LEED® CERTIFIED BUILDINGS

In the event of direct physical loss or damage by any of the perils covered by the Coverage Document to a LEED or Non-LEED certified building:

A. Recycling Expenses

1) The Pool will pay the Member's expenses to clean-up, sort, segregate, and transport debris

from the Member's damaged building to recycling facilities, if such debris can be recycled.

2) The sublimit for this coverage is $25,000 and is in addition to the debris removal expense sublimit provided by the Coverage Document, if any.

3) Any income or remuneration derived from this recycling shall be used to reduce the loss.

B. Air Testing and Outdoor Air Ventilation of the Reconstructed Space
1) In accordance with the requirements for the Construction IAQ Management Plan: Before Occupancy Credit as described in the LEED NC rating system (Construction IAQ), the Pool will pay to conduct air testing and a building flush-out (if required because of a failure to meet air quality standards set forth in the Construction IAQ) and follow-up air testing for a total period of time not to exceed two weeks.

2) After the two week period of increased outdoor air ventilation of the reconstructed space, the Pool will pay to replace the filtration media with new media.

3) The sublimit for this coverage is $25,000.

C. Professional Services
The Pool will pay reasonable and necessary expenses to hire a LEED Accredited architect or engineer to participate in the design and construction administration of the damaged portion of the building or the entire building, whichever is applicable.

The sublimit for this coverage is $50,000.

D. Building Commissioning Expenses
1) In the event of direct physical loss or damage to mechanical, electrical, or electronic building systems, by any of the perils covered by the Coverage Document which necessitates the commissioning or re-commissioning of those systems, the Pool will pay reasonable and necessary expenses of a Professional Engineer to commission or re-commission those damaged systems in accordance with LEED protocols.

2) The sublimit for this coverage is $25,000.

5. ADDITIONAL DEFINITIONS

A. Appliances means products including dishwashers, refrigerators, freezers, ovens, microwave ovens, room air conditioners, room air cleaners and water heaters.

B. Defined Building Materials means: (1) all carpet and floor coverings, including adhesives to affix them to the floor; (2) all interior paints, architectural coatings, primers, undercoatings, adhesives, and sealants; and (3) permanently installed composite wood fixtures, including, counters, cabinets, and partitions.

C. ENERGY STAR means any product that has been identified by the United States Government Department of Energy, Environmental Protection Agency as ENERGY STAR qualified at the time of the loss.

D. Heating and Cooling Equipment means products including heat pumps, boilers, central air

conditioning, ceiling fans, dehumidifiers, exhaust fans, furnaces, thermostats, and ventilating fans.

E. Lower emissions means:
   1) With respect to adhesive and sealant products, such as, general construction adhesives, flooring adhesives, fire-stopping sealants, caulking, duct sealants, plumbing adhesives, and cove base adhesives, products that meet the requirements of South Coast Air Quality Management District (SCAQMD) Rule # 1168; with respect to aerosol adhesives, products that meet Green Seal Standard GS-36 requirements;

   2) With respect to architectural paints, coatings, and primers, products that do not exceed the volatile organic compound (VOC) content limits established in Green Seal Standard GS-11, with respect to anti-corrosive and anti-rust paints, products that do not exceed the VOC content limits established in Green Seal Standard GS-03; and with respect to clear wood finishes, floor coatings, stains, and shellacs, products that do not exceed the VOC content limits established by SCAQMD Rule #1113;

   3) With respect to carpet and carpet cushion, products that meet the requirements of the Carpet and Rug Institute's Green Label Plus Program; and

   4) With respect to composite wood and agrifiber products such as particleboard, medium density fiberboard (MDF), plywood, wheatboard, strawboard, panel substrates and door cores as well as laminating adhesives used to fabricate on-site and shop-applied composite wood and agrifiber assemblies, products that contain no added urea-formaldehyde resins.

F. Office Equipment means electronic products including desktop computers, laptop computers, monitors, printers, fax machines, scanners, copiers, and telephones.

G. Recycled Content means those products that contain at least 20% post-consumer recycled content.

H. Rapidly Renewable means products that are made from plant resources that are harvested within a ten-year cycle or shorter, including bamboo, eucalyptus, wheat straw, sunflower hulls, cork oak, wheatboard, linoleum, and sorghum.

I. Seating means task and guest chairs used with System Furniture.

J. Sustainably Produced means those products certified by the Forest Stewardship Council (FSC).

K. System Furniture means either a panel-based workstation comprised of modular interconnecting panels, hang-on components and drawer/filing components of a freestanding grouping of furniture items and their components that have been designed to work in concert.

L. Total Loss means:
   1) The covered building is completely destroyed regardless of whether any damage is done to the foundation or slab; or

   2) The covered building is in such condition after the loss that the standard method of

rebuilding or repairing the covered building is to raze the structure except for the foundation or slab or including all or part of the foundation or slab and rebuild the entire structure, whether such structure is actually rebuilt or not.

M. Water Efficient means dry fixtures such as composting toilet systems and non-water using urinals, flush toilets using no more than 1.6 gallons of water per flush, and shower heads and faucets with a flow rate of no more than 2.2 gallons per minute.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to execute a Countywide Elevator Maintenance & Repair Services Contract with Otis Elevator Company pursuant to RFP 2021-P01.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 15, 2021	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

On March 9, 2021 Commissioners Court awarded RFP 2021-P01 to Otis Elevator Company and authorized General Counsel to negotiate a contract. This contract covers all maintenance and repairs for the elevators located at the Public Safety Building. When our Kone and Thyssen Krupp contracts expire Otis Elevator Company will become the maintenance and repair vendor for the elevators located at the Courthouse and the Government Center Buildings. General preventative maintenance, repairs, and replacements will be covered under this contract.

Attached: Otis Elevator Company Contract

AGREEMENT FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES
RFP: 2021-P01

This Agreement for ELEVATOR MAINTENANCE AND REPAIR SERVICES (the "Service Contract") is entered into by and between Hays County, Texas, a political subdivision of the State of Texas (the "County"), and OTIS Elevator Company (the "Contractor").

WHEREAS, the County desires to enter into the Service Contract for the service of ELEVATOR MAINTENANCE AND REPAIRS (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Hays County Purchasing Office or its designee), the Contractor shall provide elevator maintenance and repair services to the County in accordance with the proposal specifications and Statement of Work ("SOW") detailed in RFP 2021-P01; and

WHEREAS, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Service Contract; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the County and the Contractor agree as follows:

TERM OF CONTRACT: The term of this Service Contract shall be for an initial period of one (1) year, commencing upon award by the Commissioners Court, with four (4) additional one (1) year annual renewals, unless otherwise notified in writing by either party at least thirty (30) days prior to the annual renewal date. Any such written termination notice must be in accordance with the Notices section below.

TERMINATION: Either party may cancel this Service Contract with or without cause or penalty upon ninety (90) days written notice in accordance with the Notices section below.

INVOICING: Contractor will deliver an invoice (the "Invoice") to the County within seven (7) calendar days upon completion of issued Work Order. County agrees to pay the Invoice within thirty (30) days of the date of delivery of the Invoice. Any accruals related to late payments will be in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Frequent late payments or failure to pay Invoices can result in termination of this Service Contract.

HOLIDAYS: Contractor is not obligated to perform services on the following holidays unless otherwise specified: New Year's Day, Independence Day, Labor Day, Memorial Day, Thanksgiving Day, and Christmas Day. Services on holidays, when requested, shall be charged on an over-time basis.

APPROPRIATION OF FUNDS: In the event the Hays County Commissioners Court fails to appropriately adequate funding for this agreement in any given fiscal year, this Service Contract shall automatically terminate on October 1st of such fiscal year.

INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS AGENTS OR ASSIGNS FROM LOSS, LIABILITY, COST, OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) FOR BODILY INJURY, DEATH, AND PROPERTY DAMAGE WHICH ARISES OUT OF THE WORK PERFORMED OR FAILED TO BE PERFORMED UNDER THIS SERVICE CONTRACT. CONTRACTOR SHALL NOT BE LIABLE FOR DELAY, LOSS, OR DAMAGE CAUSED BY WARFARE, RIOTS, STRIKES, BOYCOTTS, CRIMINAL ACTS, ACTS OR OMISSIONS OF OTHERS, FIRE, WATER DAMAGE, NATURAL CALAMITY, OR OTHER CAUSES BEYOND CONTRACTOR'S REASONABLE CONTROL. TO THE EXTENT PERMITTED BY LAW, THE COUNTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CONTRACTOR FROM CLAIMS FOR INJURY TO CONTRACTOR'S EMPLOYEE AND OTHERS RESULTING FROM THE CONDITION OF THE COUNTY'S PREMISES OR EQUIPMENT BUT ONLY TO THE SAME EXTENT SAME IS NOT CAUSED BY CONTRACTOR'S FAULT.

TERMINATION BY DEFAULT: If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Service Contract, the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice the failure has not been cured, or the failure is such that it may not be cured within the thirty (30) days, or the party in breach has not commenced the cure within thirty (30) days, then the injured party may terminate the Service Contract.

GOVERNING LAW AND VENUE: Both parties to this Service Contract irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Texas, County of Hays, (ii) and agree that this Service Contract shall be governed by, interpreted, and construed in accordance with the laws of the State of Texas, without regard to any conflicts of law.

INDEPENDENT CONTRACTOR: Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not of the County. The County agrees not to approach any of Contractor's employees with offers of employment for a period of one (1) year after termination of the Service Contract.

NOTICES: Notices, requests, demands, and other communications hereunder shall be in writing and delivered or mailed, with postage prepaid, to the following:

TO HAYS COUNTY:

Hays County Courthouse
Hays County Judge's Office
Attn: Judge Ruben Becerra
111 East San Antonio Street, Suite 300
San Marcos, TX 78666
Phone: (512) 393-2205

WITH COPY TO:

Hays County Government Center
Countywide Operations
Attn: Tammy Crumley
712 South Stagecoach Trail, Suite 1045
San Marcos, TX 78666
Phone: (512) 878-6673

TO OTIS ELEVATOR COMPANY

OTIS Elevator Company
Attn: Alfonso Rodriguez
4210 S. Industrial Drive, Ste. 110
Austin, TX 78749
512-783-4379

PREVENTATIVE MAINTENANCE & REPAIR SERVICES EFFECTIVE DATES:
The effective date for preventative maintenance and repair services is as follows:

1. Hays County Public Safety Building: May 4, 2021
2. Hays County Government Center: January 1, 2022
3. Hays County Courthouse: March 1, 2023

PREVENTATIVE MAINTENANCE:

1. Contractor shall perform year-round preventative maintenance on the Hays County Public Safety Building, Hays County Government Center, and the Hays County Courthouse utilizing the maintenance plan and pricing cited in RFP 2021-P01, which is attached hereto and incorporated herein as ***Exhibit "A"***.

AWARDING WORK OTHER THAN PREVENTATIVE MAINTENANCE:

1. When the County has a need for services to be performed in connection with any facility maintained by the County, the County will issue a Work Order to the Contractor specifying the work to be performed. Work Orders will be submitted to the Contractor via email from the County. Upon receipt of the Work Order, the Contractor must schedule a site visit and develop a Cost Estimate for the requested Work Order and submit the Cost Estimate to the County via email; however, the County's request for the Contractor's Cost Estimate will not create a binding obligation on the part of the County to have any Work Order completed by the Contractor. Contractor's Cost Estimate shall be based on pricing cited in RFP 2021-P01, which is attached hereto and incorporated herein as ***Exhibit "B"***. Invoicing for Preventative Maintenance shall be made on a monthly basis as work is performed.

2. In the event that the Contractor fails to respond to the Work Order with an acceptable Cost Estimate within twenty-four (24) hours of the Work Order being submitted to the Contractor, the County may cancel the Work Order and proceed to have another contractor

perform the desired services. The County may terminate this Service Contract if the Contractor fails to timely respond to more than six (6) Work Orders in a one (1) year period.

3. The Contractor's Cost Estimate must be divided into: (a) the sum for materials to be incorporated into the project with any contractual markup outlined, (b) service or hourly labor costs broken down by hourly rate as outlined in the proposal, and (c) the sum of any other materials, overhead, trip charges, etc.

4. Upon the County and Contractor agreeing that the Contractor will perform the Work Order, the County will give written notice to the Contractor to move forward with the Work Order. The Contractor must then perform and complete the Work Order within a timely manner. If at any point while completing the Work Order the Contractor realizes that the actual cost will have a difference of more than $500 given in the Cost Estimate, the Contractor must stop work immediately and notify the County. Only upon written approval from an authorized County representative, may the Contractor move forward with the Work Order.

5. Once the Work Order is completed to the satisfaction of the County, the Contractor must deliver an invoice for the completed Work Order to the County within seven (7) business days.

6. Contractor is not to combine multiple Work Orders onto one Invoice. Each Work Order requires a separate Invoice.

ENTIRE AGREEMENT: This agreement contains the entire agreement between the parties. All prior negotiations between parties are merged in the agreement, and there are no understandings or agreements other than those incorporated herein. This agreement may not be modified except by written instrument and signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THE AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

The effective date of this Agreement will for all purposes be the date of the execution of the last to sign, whether the County or the Contractor.

In Witness Whereof, the parties have executed this Agreement as of the date(s) set forth below.

(DULY AUTHORIZED SIGNATURES FOLLOW ON THE NEXT PAGE)

HAYS COUNTY, TEXAS

By: _____ Date: _____
Ruben Becerra
Hays County Judge

OTIS ELEVATOR COMPANY

By: _____ Date: June 9, 2021
Andrew Vogel
General Manager

Exhibit A
RFP 2021-P01 Elevator Maintenance & Repair Service
Original Solicitation

SOLICITATION, OFFER AND AWARD

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

Solicitation No.: RFP 2021-P01 Elevator Maintenance and Repair Services	**Date Issued: December 24, 2020**

SOLICITATION

Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct until:
1:30 p.m. local time January 22, 2021.
Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing@co.hays.tx.us	Questions concerning this RFP must be received in writing no later than 5:00 on January 15, 2021.	Phone No.: (512) 393-2267

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

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

NOTICE OF AWARD (To be completed by County)

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

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

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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I. RFP Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE SHALL INCLUDE:

____ 1. Solicitation, Offer and Award completed and signed

____ 2. Vendor Reference Form

____ 3. Form 1295 (Certificate of Interested Parties) filed online with the Texas Ethics Commission and signed

____ 4. Conflict of Interest Questionnaire completed and signed

____ 5. Code of Ethics signed

____ 6. HUB Practices signed

____ 7. House Bill 89 Verification signed and notarized

____ 8. Senate Bill 252 Certification

____ 9. Debarment and Licensing Certification

____ 10. Vendor/Bidder's Affirmation completed and signed

____ 11. Federal Affirmation and Solicitation Acceptance completed and signed

____ 12. Related Party Disclosure Form completed and signed

____ 13. Any addenda applicable to this solicitation

____ 14. Completed bid form

____ 15. Electronic Submission of Bid Packet through BidNet Direct or

____ 16. One original of the proposal and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:

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

II. Summary

1. Type of Solicitation:	Request for Proposal (RFP)
2. Solicitation Number:	RFP 2021-P01 Elevator Maintenance and Repair Services
3. Issuing Office:	Hays County Auditor Purchasing Office 712 S. Stagecoach Trial, Suite 1071 San Marcos, TX 78666
4. Responses to Solicitation:	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope One (1) Original and one (1) digital copy on a thumb drive, or Electronic proposals can be submitted through BidNet Direct, no thumb Drive required.
5. Deadline for Responses:	In issuing office no later than: **Monday, January 22, 2021; 1:30 p.m. Central Time (CT)**
6. Initial Contract Term:	February 2021 – January 2022
7. Optional Contract Terms:	Four (4) one (1) year optional renewals
8. Designated Contact:	Hays County Purchasing Email: purchasing@co.hays.tx.us
9. Questions & Answers:	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than Wednesday, January 15, 2021; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum after the question deadline has passed. All addenda will be posted on CivicPlus, BidNet Direct and ESBD websites.
10. Addenda	Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal submission.
11. Contact with County Staff:	Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Vendor or its representatives. Failure of a Vendor or

any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

December 24, 2020	Issuance of RFP
January 15, 2021	Deadline for Submission of Questions (5:00 PM CT)
January 22, 2021	Deadline for Submission of Proposals (1:30 PM CT) **Late proposals will not be accepted.**
February 2021	Anticipated contract award date

III. Specifications

A. Introduction

Hays County (County) is soliciting for a vendor to perform elevator maintenance and repair services for all Hays County elevators throughout Hays County. The objective of this agreement is to seek proposals for preventative maintenance services, routine repairs, emergency services and on-call services for all Hays County elevators.

B. Scope of Work

Make	Model	Traction or Hydraulic	Site	Address	State ID
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#1 - 79805
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#2 - 79806
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#3 - 79807
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#4 - 79808
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#5 - 79809
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#6 - 79810
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#7 - 79811
Dover	Solid State/DMC-1	Hydraulic	Courthouse	111 E. San Antonio St.	#1 – E035169
Otis Elevator Comp.	655153	Hydraulic	Public Safety Building	810 S. Stagecoach Trl.	
Otis Elevator Comp.	655152	Hydraulic	Public Safety Building	810 S. Stagecoach Trl.	

The Contractor shall furnish all material, labor, supervision, tools, supplies, and other expenses necessary to provide full and complete preventative maintenance services and repairs for all Hays County elevators described herein and their respective equipment components in accordance with the original manufacturer's design specifications, operational efficiencies, and capacities.

- The Contractor shall provide a preventative maintenance program to deliver service tailored to the buildings' specific needs. Equipment type, component life, equipment usage, and building environment will be taken into account when planning routine short- and long-term maintenance schedules and records for each elevator. Industry Standard work processes will be used.
- The Contractor shall keep the elevators maintained and operating at the original speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer.
- The Contractor shall not be responsible for upgrading equipment to meet changes in code or requirements as may be recommended or directed by insurance companies, federal, state, municipal, or other governmental authorities.
- The Contractor shall notify the County in advance of any suggested and/or required upgrades and shall provide a written estimate of cost.
- The Contractor shall perform monthly PMs on all Hays County elevators.
- The Contractor shall make all repairs necessary due to normal wear and tear. The Contractor shall notify the County in advance of such needed repairs and shall provide a written estimated cost.

1. Personnel Qualifications and Expectations:

a. The Contractor will use trained, licensed personnel directly employed and supervised by the Contractor. Sub-contracting work is not allowed under this agreement. Employees will be

qualified to keep the equipment properly adjusted, and they will use all reasonable care to maintain the elevator equipment in proper and safe operating condition.

b. The Contractor shall have and maintain backup technicians who are qualified in all respects of equipment repair and services requirements to assume the responsibilities for the maintenance of the included elevator systems.
c. During the performance of maintenance or repair services, all employees of the Contractor shall display a Company issued picture ID badge.
d. The Contractor agrees to furnish the Facility Maintenance Manager a copy of each work order and that work order shall be annotated with the name of the person(s) authorizing/requesting to the work, the scope of work, and the nature of the original complaint and/or problem with the recommended corrective actions to be taken by the Contractor.

2. Working Hours and Response Time:

a. All routine work shall be performed during regular working hours and days. Regular working hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excluded. The Contractor shall respond to requests for service within two (2) hours of notification.
b. Any condition that impede the normal flow of traffic or can potentially negatively impact the health, safety and welfare of the public or County employees will be considered an emergency. Calls for emergency services must be responded to in person within two (2) hours. Services will be required twenty-four (24) hours a day, seven (7) days a week, including holidays. When a person is stuck in an elevator, response time shall be no longer than forty-five (45) minutes.
c. The Contractor shall provide the County with a telephone number for contacting the contractor's office during normal and non-duty hours and during non-duty and holidays, twenty-four (24) hours per day, seven (7) days per week.

3. Traction Elevators:

The Contractor will regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace:

a. Machine, worm, gear, thrust bearings, drive sheaves, drive sheave shafts bearings, brake pulley and brake coil, contact, linings and component parts.
b. Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings.
c. Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers and all control components.
d. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro-computer devices, steel selector cable or tape and mechanical and electrical driving equipment.
e. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
f. Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assemble, compensating sheave assembly, counterweight and counterweight guide shoes including rollers or gibs.
g. Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices.
h. Automatic power operated door operator, car door hanger, car door contact, door protective device, load weighing equipment, car frame, car sling, car safety mechanism, platform, wood platform flooring, elevator car guide shoes, gibs or roller.

The Contractor will also:

i. Examine monthly all safety devices and governors and conduct annual no-load tests, and each fifth year perform a full-load, full-speed test of safety mechanism, overhead speed governors, car and counterweight buffers. The car balance will be checked, and the governor set. If required, the governor will be calibrated and sealed for proper tripping speed.
j. Load weighing devices will be calibrated after annual and five-year safety tests.
k. Renew all wire ropes as often as is necessary to maintain as adequate factor of safety; equalize the tension on all hoist and compensation ropes and shorten ropes and chains as required to provide legal and reasonable bottom clearances.
l. Repair or replace conductor cables and hoistway and machine room elevator wiring as required.
m. Furnish lubricants and hydraulic fluid compounded to the manufacturer's rigid specifications. Contractor will furnish the Hays County Facility Maintenance Manager with copies of the M.S.D.S. for all materials stored and used on-site.

The Contractor shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment with the County's prior approval:

n. Emergency lighting, batteries, trickle charger and related wiring and components.
o. Wiring, components, and other devices associated with the systems and devices directly related to elevator communication.
p. Fire Emergency Operation and elevator operating devices (only those systems and devices directly related to the elevator system).
q. Emergency power operation and elevator operating devices (only those systems and devices directly related to the elevator system).
r. All handicap devices that are part of the elevator system.
s. All elevator related earthquake devices.

4. Hydraulic Elevators:

The Contractor will regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace:

a. Pumps, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger, plunger packing, exposed piping and hydraulic fluid tanks.
b. Controller, leveling devices and cams, all relays, magnet frames, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, resistance for operating and motor circuits, operating circuit rectifiers.
c. Hoistway door interlocks, hoistway door hangers, bottom door guides, auxiliary door closing devices and hoistway switches.
d. Automatic power operated door operator, car door hanger, car door contract, door protective device, car frame, car ventilation system platform, wood platform flooring in the elevator car, car guide rails, car guide shoes, gibs or rollers.
e. Filters, mufflers and muffler components.

The Contractor will also:

f. Examine monthly, all safety devices and conduct pressure tests and other tests required by ANSI A17.1 or other applicable codes.
g. Repair or replace conductor cables, elevator hoistway wiring and machine room elevator wiring.

h. Furnish lubricants and hydraulic fluid compounded to the manufacturer's rigid specifications. Contractor will furnish the Hays County Facility Maintenance Manager with copies of the M.S.D.S. for all materials stored and used on-site.
i. In accordance with the manufacturer's specifications, conduct an analysis hydraulic fluid to detect contaminants and assure proper viscosity and make necessary corrections and replace fluid as required. A copy of the findings shall be furnished to Hays County within thirty (30) calendar days of the analysis.
j. Clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

The Contractor shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment with the County's prior approval:

k. Emergency lighting, batteries, trickle charger and related wiring and components.
l. Wiring, components, and other devices associated with the systems and devices directly related to elevator communication.
m. Fire Emergency Operation and elevator operating devices (only those systems and devices directly related to the elevator system).
n. Emergency power operation and elevator operating devices (only those systems and devices directly related to the elevator system).
o. All handicap devices that are part of the elevator system.
p. All elevator related earthquake devices.

5. Tests and Reports:

a. Yearly inspection and report: Contractor shall conduct annually a non-load, low speed test of elevator cars and counterweight safeties, a test of buffers and safety device tests and a hydraulic elevator pressure relief valve test as require by code. Every fifth year, Contractor shall conduct a rated load, rated speed safety test and a test of governors' safeties and buffers. The result of each test shall be delivered to the County in writing within fourteen (14) days of date of test.
b. Annual performance evaluation and report: Contractor warrants that it shall conduct annual evaluations of equipment performance, including car speed, door operations, riding quality, car leveling, floor to floor time and system operation, including traffic handling response time and step indexing. The results of the evaluation and report shall be delivered to the County in writing within thirty (30) days of the test.
c. Contractor reports – Operation problems: Contractor shall immediately communicate verbally and in writing within two (2) days to the County the discovery, cause and correction of all potential operational problems of an unusual or potentially hazardous nature that the Contractor becomes aware of. A letter is to be sent to the Facility Maintenance Manager stating causes and corrective action.
d. The Contractor agrees to maintain complete accurate records of ALL maintenance services performed, repairs made, and replacement parts used and billed for during the period of this agreement. All equipment defects and deviations from normal operating characteristics and specifications shall be recorded on the preventive maintenance services.

C. Qualifications

Hays County is seeking to contract with a competent provider of elevator maintenance and repair services who meets the following minimum requirements:

- Proven expertise and competence to deliver requested services.
- Resources to quickly respond to the County's requests for assistance.

- At least five (5) years of experience delivering the services requested in this RFP.
- Individuals and employees who have the necessary experience, training, education, and understanding to provide the required services.
- The Contractor and each technician shall hold valid licenses that are required through the Texas Department of Licensing and Regulation, and other required certification/licenses for elevator inspection, maintenance and repair services.

D. Proposal Requirements

Proposals shall not exceed twenty (20) pages (10 sheets front and back) in length, but not including:

- Letter of Transmittal
- Title Page
- Table of Contents
- Appendix materials
- Front and rear covers

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. Appendix materials (related project graphics, resumes, etc.) are not included in the 20-page limit but should be conservative in their inclusion. The proposal must include an organizational chart containing the names, addresses, telephone numbers, fax numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category. The organizational chart is included in the 20-page limit and it is permissible to use an 11" x "17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

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

E. Cost Proposal (Attachment A)

Fill out Attachment A and return as your Cost Proposal. The cost proposal – Attachment A should be included in your proposal and not as a separate document. The cost proposal shall include:

- Fixed monthly rate for Preventative Maintenance per location.
- Hourly Rate Schedule: A statement of hourly rates for all proposed staff classifications.
- Cost of Materials: The contractor shall provide a markup percent to be added to the cost of the required parts for service calls. The contractor will be required to submit supplier invoice to ensure the accurate percentage is being calculated.
- Other Potential Charges: clearly define and describe any additional or other charges offered.

Any proposal that does not include Attachment A will be deemed non-responsive.

F. Evaluation Criteria

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

1. **Program understanding/program approach** **35 points**
   The firm's proposal adequately demonstrates an understanding and experience in elevator maintenance and repair services, which is documented in its proposal.
2. **Experience** **35 points**

The firm's technical expertise and professional references with similar work.
Qualifications of the firm and the individuals assigned to perform the work.

3. **Program schedule** **20 points**
   Thoroughness of the program schedule; ability to fulfill program requirements within the selected timeframe, availability of staff as required by the County.
4. **Program cost proposal** **10 points**
   Proposal with the lowest cost will receive the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest.

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

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

G. Submittal Requirements

Vendor must deliver their proposal to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

- One (1) original proposals with required forms manually signed by the Vendor with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive

Electronic Proposals:

- Upload proposal with required forms manually signed by the Vendor.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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

WITHDRAWING OF PROPOSAL: A proposal may be withdrawn at any time prior to the official opening. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

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

FORMS: All proposals must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the proposal.

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

H. Award of Contract

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

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

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

RESPONSIBILTY: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

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

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

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

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

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

I. Limitations

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

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The

County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal.

Contractor or Individual's Obligation Regarding Evaluation

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

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

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

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

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

J. Warranty of Performance

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

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

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

IV. General Terms and Conditions for Solicitations
Applicable To: Request for Proposals (RFP)

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

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

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

4. INVOICING/PAYMENTS:
    a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
    b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
    c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
    County Auditor
    712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.

5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.

7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.

8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.

9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
    a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
    b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

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

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

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

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

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

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

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

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

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

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

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

22. GRATUITIES: Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the

contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

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

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

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

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

29. CONSTRUCTION OF CONTRACT:
    a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
    b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

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

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

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

f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

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

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

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

Automobile Liability:	
Bodily Injury (Each person)	$250,000.00
Bodily Injury (Each accident)	$500,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$100,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

VI. Certificate of Interested Parties

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

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

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

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

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

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

Please sign for acknowledgement of the Hays County HUB Practices:

_____ _____

Signature Date

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____

Signature of Company Representative Date

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

NOTARY SEAL

_____

Notary Public in and for the State of Texas

_____

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

On this day, I, _____, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

_____

Company Name

_____

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

_____

Purchasing Representative

_____

Date

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

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

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

_____
Notary Public in and for the State of Texas

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

2. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

3. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

4. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

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

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

_____
Name of Contracting Company

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

_____

_____
Signature of Company Official Authorizing Bid/Offer

_____ _____
Printed Name Title

_____ _____
Email Address Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Wages

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

5. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require

that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

6. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

7. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

8. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

9. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

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

XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

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

_____

Hays Employee/Former Hays Employee Name Title

_____

Name of Person Related Title Relationship

Section D: No Known Relationships

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

_____

_____

_____

Attach additional pages if necessary.

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

_____

Name of Vendor

_____ _____

Signature of Certifying Official Title of Certifying Official

_____ _____

Printed Name of Certifying Official Date

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

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

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

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

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

Exhibit B
RFP 2021-P01 Otis Elevator Company
Proposal

SOLICITATION, OFFER AND AWARD

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

Solicitation No.: RFP 2021-P01 Elevator Maintenance and Repair Services	**Date Issued: December 24, 2020**

SOLICITATION

Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct until:
1:30 p.m. local time January 22, 2021.
Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing@co.hays.tx.us	Questions concerning this RFP must be received in writing no later than 5:00 on January 15, 2021.	Phone No.: (512) 393-2267

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:	OTIS Elevator Company	Name:	Alfonso Rodriguez
Mailing Address:	4210 South Industrial Drive Suite 110 Austin TX 78749	Title:	Business Development Manager
		Email Address:	alfonso.rodriguez@otis.com
		Phone No.:	512-783-4379
Signature:	Andrew Vogel General Manager	Date:	1/26/21
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Andrew Vogel andrew.vogel@otis.com 813-509-6813		

NOTICE OF AWARD (To be completed by County)

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

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

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

RFP 2021-P01 Elevator Maintenance and Repair Services
Attachment A: Cost Proposal

Total cost of Preventative Maintenance:
Fixed cost per location (stated price includes labor and materials to perform the required monthly preventative maintenance).

- **Hays County Courthouse** **$ 200.00 per month**
  111 E. San Antonio Street
  San Marcos, TX 78666

Make	Model	Traction or Hydraulic	State ID
Dover	Solid State/DMC-1	Hydraulic	#1 – E035169

- **Government Center** **$ 2,100.00 per month**
  712 S. Stagecoach Trail
  San Marcos, TX 78666

Make	Model	Traction or Hydraulic	State ID
Kone	Solid State/KCM831	Traction/Electric	#1 – 79805
Kone	Solid State/KCM831	Traction/Electric	#2 – 79806
Kone	Solid State/KCM831	Traction/Electric	#3 – 79807
Kone	Solid State/KCM831	Traction/Electric	#4 – 79808
Kone	Solid State/KCM831	Traction/Electric	#5 – 79809
Kone	Solid State/KCM831	Traction/Electric	#6 – 79810
Kone	Solid State/KCM831	Traction/Electric	#7 – 79811

- **Public Safety Building** **$ 400.00 per month**
  810 S. Stagecoach Trail
  San Marcos, TX 78666

Make	Model	Traction or Hydraulic	State ID
Otis Elevator Comp.	655153	Hydraulic	
Otis Elevator Comp.	655152	Hydraulic	

RFP 2021-P01 Elevator Maintenance and Repair Services
Attachment A: Cost Proposal
SERVICES OTHER THAN PREVENTATIVE MAINTENANCE

Charges shall consist of actual time at the job site. An estimate of hours required, and number of workers needed to complete a requested service will be provided to Hays County by the Contractor at the time the Contractor schedules the work.

Hourly Charges: (The hourly rate stated below is on services other than the Preventative Maintenance.) Below includes a breakdown of hourly rates for Forman, Adjuster, Mechanic, and Helper

An experienced, Licensed Forman, qualified to perform all types of Elevator services:

Monday through Friday - Regular Hours	$ 250.00 /hour
After-Scheduled Working Hours	$ 250.00 /hour
Weekends	$ 250.00 /hour
Holidays	$ 250.00 /hour

An experienced, Licensed Adjuster, qualified to perform all types of Elevator services:

Monday through Friday - Regular Hours	$ 250.00 /hour
After-Scheduled Working Hours	$ 250.00 /hour
Weekends	$ 250.00 /hour
Holidays	$ 250.00 /hour

An experienced, Licensed Mechanic, qualified to perform all types of Elevator services:

Monday through Friday - Regular Hours	$ 250.00 /hour
After-Scheduled Working Hours	$ 250.00 /hour
Weekends	$ 250.00 /hour
Holidays	$ 250.00 /hour

An experienced, Licensed helper, qualified to perform all types of Elevator services:

Monday through Friday - Regular Hours	$ 250.00 /hour
After-Scheduled Working Hours	$ 250.00 /hour
Weekends	$ 250.00 /hour
Holidays	$ 250.00 /hour

- **Parts:** Contractor's Percentage of Mark-up from Contractor's Cost: Please indicate as a Percentage. The contractor will be required to submit supplier invoices to ensure the accurate percentage is being calculated. The County reserves the right to conduct random audits on the any pricing.

15 %

- **Other Charges:** All other charges or potential charges must be clearly identified and described here, otherwise, they will not be allowed by Hays County

Description	Cost
n/a	$ n/a
	$
	$
	$
	$
	$
	$
	$
	$

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: Menger Hotel

Address: 204 Alamo Plaza, San Antonio TX

Contact Person and Title: Garvin O' Neil General Manager

Phone Number: (210)223-4361

Scope & Duration of Contract: Full Scope, comparable to Hays County bid - 5 year duration currently in effect

REFERENCE TWO

Company Name: Rollingwood Center

Address: 2500 Bee Cave Road, Austin TX

Contact Person and Title: Tania Orellana Property Manager

Phone Number: (512) 551-5481

Scope & Duration of Contract: Full Scope, comparable to Hays County bid- 5 year duration currently in effect

REFERENCE THREE

Company Name: 9500 Arboretum Blvd. Building

Address: 9500 Arboretum Blvd, Austin TX

Contact Person and Title: Belinda Holekamp Property Manager

Phone Number: (512)340-0120

Scope & Duration of Contract: Full Scope, comparable to Hays County bid- 5 year duration currently in effect

OTIS ELEVATOR COMPANY
AUSTIN / SAN ANTONIO
SOUTH TEXAS MARKET

OTIS SERVICE FACT SHEET

Items listed on this fact sheet are highlights of having Otis Elevator Company as your elevator service provider. All items listed on this sheet come at no cost to the customer and are an integral part of our everyday standard operating procedure.

- As the largest elevator company in the world, Otis has immediate parts availability for not only OEM Otis elevators, but also for all other major manufacturers of elevator components. Otis orders all vendor parts for overnight morning delivery when repairs or replacements are needed.
- Otis mechanics are part of the International Union of Elevator Constructors (IUEC) and undergo four years minimum of training before becoming a full-time mechanic. Otis employs only the best mechanics in the Texas market, with an average experience for our route mechanics at around 20-23 years in the industry.
- Otis mechanics use Standard Work Processes for all maintenance and repair tasks. When a mechanic touches your equipment for service or repair, the work is completed using the same method every time – no matter what mechanic completed the work.
- Otis Austin / San Antonio area has an overall average of 2.7 service calls per elevator per year. The elevator industry national average is 6 to 10 service calls per elevator per year. We are best in class for low service calls, due to our stringent preventative maintenance regimen.
- Otis employs 20 route mechanics in the Austin / San Antonio / San Marcos area. Response times for service calls are minimal.
- Otis tracks mechanics using GPS on their mobile PDA devices. If there is any question on when/where a mechanic was during any period of time, specific documentation can be produced to show their location at that time. Mechanics are required to log in/out using their mobile PDA for all visits to customer buildings and must do so within 300ft of the building.
- Otis employs regional field engineers and remote engineers that specialize in specific designs of elevator controllers, and our field mechanics have 24 hours access via telephone to all engineers. In the event a field mechanic needs engineering assistance to troubleshoot a technical problem on an elevator controller, we can immediately dispatch our regional field engineer.
- Otis provides access to Otis eService, which allows all registered users within your account to go online and view all details for all elevators on service, including but not limited to: time/date/mechanic name/task description/resolution for all service calls and preventative maintenance tasks, comprehensive history of elevator running time, service calls, maintenance tasks, repairs, etc.
- Otis has Event Driven Emails for all customers. Every time a mechanic steps foot on site, your account's registered representatives can choose to have an automated email sent to them that says when the mechanic was there, what the problem was, and how it was resolved. Event Driven Emails are sent for all preventative maintenance tasks and service calls.
- Otis has a mobile application that is compatible with iPhones and Android phones. This app gives access to the eService information, allows service calls to be placed through the app, and gives the current running status of each elevator.
- Otis provides Remote Elevator Monitoring, free of charge, for all elevators that are capable of being monitored remotely with Otis equipment using the emergency telephone line.
- Otis monitors all elevator ADA phones, 24/7, free of charge. We have all phones dial directly to our OtisLine call center that is staffed by representatives trained in dealing with trapped passengers and remote passenger removal.
- Otis' safety policy is #1 in the industry, with the lowest recordable incident rates out of all major elevator companies.
- Your Otis Account Manager makes quarterly/semi-annual visits to all elevators to complete a Ride Quality Audit on the mechanic's cleanliness and condition of the equipment.

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2283

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

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

January 6, 2021

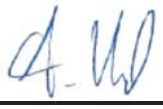
ADDENDUM #1
RFP 2021-P01 Elevator Maintenance & Repair Services

Please find attached Addendum #1 to **RFP 2021-P01 Elevator Maintenance & Repair Services.**

Attachments to this addendum:

- Question Deadline Extended
- Bid Deadline Extended

Acknowledge receipt of this addendum by signing and returning this page with your proposal.



Andrew Vogel / General Manager

Signature

OTIS Elevator Company — January 26, 2021

Company Name — Date

ADDENDUM #1
RFP 2021-P01 Elevator Maintenance & Repair Services

Question Deadline Extended

- Original Deadline: Friday, January 15, 2021 @ 5:00 PM (CT)
- Updated Deadline: Tuesday, January 19, 2021 @ 5:00 PM (CT)

Bid Deadline Extended

- Original Bid Deadline: Friday, January 22, 2021 @ 1:30 PM (CT)
- Updated Bid Deadline: Wednesday, January 27, 2021 @ 1:30 PM (CT)

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

OTIS Elevator Company

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Andrew Vogel

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

No existing relationships

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

1/26/2021

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

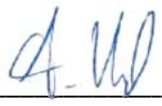
A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

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

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

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

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

SIGNATURE: 

PRINT NAME & TITLE: Andrew Vogel / General Manager

COMPANY NAME: OTIS ELEVATOR COMPANY

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

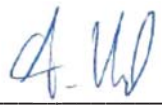
a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

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

Please sign for acknowledgement of the Hays County HUB Practices:



Andrew Vogel
General Manager

January 26, 2021

Signature

Date

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Andrew Vogel
General Manager
Signature of Company Representative

JANUARY 26, 2021
Date

On this 26 day of JANUARY, 2021, personally appeared Andrew Vogel, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

PABLO A. FROELICH
Notary Public, State of Texas
Comm. Expires 06-27-2023
Notary ID 132068509

Pablo Froelich
Notary Public in and for the State of Texas

1/26/2021
Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

On this day, I, Andrew Vogel, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

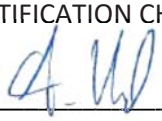
Otis Elevator Company

Company Name

20040

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:



Andrew Vogel

Purchasing Representative

January 26, 2021

Date

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

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

OTIS Elevator Company
Name of Firm

Signature of Certifying Official

General Manager
Title of Certifying Official

Andrew Vogel
Printed Name of Certifying Official

January 26, 2021
Date

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

SUBSCRIBED and sworn to before me the undersigned authority by Andrew Vogel on this the day of 1/26, 20 21, on behalf of said Firm.

PABLO A. FROELICH
Notary Public, State of Texas
Comm. Expires 06-27-2023
Notary ID 132068509

Pablo Froelich
Notary Public in and for the State of Texas

My commission expires: 06/27/23

XIII. Vendor/Bidder's Affirmation

2. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

3. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

4. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

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

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

OTIS ELEVATOR COMPANY
_____
Name of Contracting Company

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

N/A
_____

_____
Signature of Company Official Authorizing Bid/Offer

Andrew Vogel
_____
Printed Name

General Manager
_____
Title

andrew.vogel@otis.com
_____
Email Address

813-509-6813
_____
Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Wages

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

5. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require

that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

6. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

7. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

8. Historic Properties

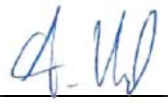
Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

9. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES X NO_____

Authorized Signature: 

Printed Name and Title: Andrew Vogel / General Manager

Respondent's Tax ID: 13-5583389 Telephone: 813-509-6813

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

XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

n/a

Employee Name Title

Section B: Former Hays County Employee

n/a

Employee Name Title Date of Separation from County

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

n/a

Hays Employee/Former Hays Employee Name Title

Name of Person Related Title Relationship

Section D: No Known Relationships

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

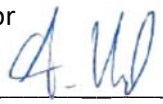
No known relationships

Attach additional pages if necessary.

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

OTIS ELEVATOR COMPANY

Name of Vendor



Signature of Certifying Official

General Manager

Title of Certifying Official

Andrew Vogel

Printed Name of Certifying Official

January 26, 2021

Date

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

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

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

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

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

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 establish one (1) new Environmental Health Specialist I position (grade 111) effective July 1, 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 15, 2021	$19,382

LINE ITEM NUMBER

001-657-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marcus Pacheco	SHELL	N/A

SUMMARY

The Development Services Department is seeking to add an additional Environmental Health Specialist I to immediately assist with the exponential demand of work the Department is currently experiencing. Currently, the Department has issued 1916 permits this Fiscal Year (FY21) from October 1, 2020 until May 1, 2021. This amount exceeds past fiscal years amounts at this current time.

FY 20 - 1766 permits issued
FY 19 - 1591 permits issued
FY 18 - 1590 permits issued

Keeping up with the existing demand and anticipated future increase of work is the essential. The Department is always striving to provide impeccable customer service and an efficient permitting process for the citizens and developers in Hays County.

Salary savings due to attrition are available to cover the cost for FY21, if approved the annualized cost will need to be added to the FY22 budget process.

DC&S - EHS I effective 7/1/21

Base Salary	38,250
Fringe	8,094
Insurances	11,803
Annualized	58,147
FY21 Impact	19,382

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to award the contract for IFB 2021-B08 RM 12 @ Winters Mill Parkway to Lone Star Sitework, LLC.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 15, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	SHELL	N/A

SUMMARY

Purchasing received four bids pursuant to IFB 2021-B08 RM 12 @ Winters Mill Parkway. It is the staff's recommendation to award the contract to Lone Star Sitework, LLC.

Aaron Concrete Contractors $594,193.69
Cox Commercial Construction $567,433.40
Lone Star Sitework, LLC. $476,403.27
Myers Concrete Construction LP $690,064.05

Attached: IFB 2021-B08 Bid Tab
IFB 2021-B08 Lone Star Sitework, LLC. Contract

STANDARD FORM OF CONTRACT

STATE OF TEXAS
HAYS COUNTY

THIS STANDARD FORM OF CONTRACT (the "Contract") is by and between HAYS COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and Lone Star Sitework, LLC called "Contractor"). The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. IFB 2021-B08 – RM 12 at Winters Mill Parkway

(Project Name)

Article 2. Engineer of Record

The Project has been designed by Cobb Fendley and Associates, INC. who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in 200 **standard workweek** days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form Schedule of Rates and Prices, and as totaled below:

TOTAL OF ALL UNIT PRICES $476,403.27

Four hundred seventy six thousand four (insert words) hundred three $ twenty seven (dollars)

As provided in the Standard Specifications, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Contract, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract

Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Contract, and the individual executing the Contract on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Contract and perform all its obligations under the Contract Documents; and the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Contract by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Hays County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract.

Article 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Contract

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 Standard Specifications

6.8 Special Provisions

6.9 Special Conditions

6.10 Technical Specifications

6.11 Plan Drawings

6.12 Addenda numbers 1 to 2, inclusive

6.13 Contractor's Bid Form

6.14 Documentation submitted by Contractor prior to Notice of Award.

6.15 The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the Standard Specifications.

The documents listed in paragraphs 6.2 et seq. above are attached to this Contract (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the Standard Specifications.

Article 7. Miscellaneous

7.1 Terms used in this Contract which are defined in the Standard Specifications will have the meanings indicated in the Standard Specifications.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

7.5 Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Hays County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

7.6 The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates

of pay or other forms of compensation, and selection for training, including apprenticeship.

7.7 This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

7.8 Each party to this Contract 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.

7.9 Each party to this Contract, 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.

7.10 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.

7.11 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.

7.12 County and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Contract and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

This Contract will be effective on_____, 20_____(which is the "Effective Date" of the Contract).

COUNTY_____

By:_____
Ruben Becerra,

Hays County Judge

CONTRACTOR Lone Star Sitework, LLC

By:_____
Cullen Harrison

Title: Managing member

[CORPORATE SEAL]

Attest_____

Attest_____

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 provide direction to staff and to identify a Hays County approach to the prospective allocation under the American Rescue Plan Act of 2021 (H.R. 1319).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 15, 2021	

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

To be provided in Open Court

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to adopt the Rules and Procedures for Determining Which Fires Warrant Investigation by the County Fire Marshal's Office in the Unincorporated Areas of the County, Pursuant to Chapter 352 of the Texas Local Government Code.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 15, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Nathan Mendenhall, Fire Marshal	BECERRA	N/A

SUMMARY

Action is needed on this item to comply with state statute, Texas Local Government Code 352.013(2)(b) which states "The commissioners court of a county, with the advice of the county fire marshal, shall adopt rules and procedures for determining which fires warrant investigation by the county fire marshal."

The word shall in the statute indicates a mandatory item and this has not been previously accomplished or adopted.

COMMISSIONERS COURT ORDER ADOPTING RULES AND PROCEDURES FOR DETERMINING WHICH FIRES WARRANT INVESTIGATION BY THE COUNTY FIRE MARSHAL'S OFFICE IN THE UNINCORPORATED AREAS OF THE COUNTY, PURSUANT TO CHAPTER 352 OF THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, §352.013(2)(B) of the Texas Local Government Code (LGC) states that the Commissioners Court of a County, with the advice of the county fire marshal, shall adopt rules and procedures for determining which fires warrant investigation by the county fire marshal; and

WHEREAS, the purpose of this order is to establish rules and procedures for which fires warrant investigation by the county fire marshal; and

WHEREAS, the County Fire Marshal has conferred with the municipal fire marshals and fire chiefs within Hays County and has created these rules and procedures.

NOW THEREFORE, it is hereby ordered by the Commissioners Court of Hays County, Texas:

ARTICLE I
RULES AND PROCEDURES FOR INVESTIGATION OF FIRES BY THE COUNTY FIRE MARSHAL FOR FIRES IN HAYS COUNTY, TX.

1.01 Exhibit "A" attached is adopted as the Hays County Fire Investigation Rules and Procedures under the authority granted by §352.013(2)(B) of the Texas Local Government Code.

ARTICLE II
EFFECTIVE DATE

2.01 This Order shall become effective on June 15, 2021.

PASSED AND APPROVED THIS THE ____ DAY OF _____, 2021.

_____
RUBEN BECERRA
County Judge

_____
DEBBIE INGALSBE
Commissioner Precinct 1

_____
MARK JONES
Commissioner Precinct 2

_____
LON SHELL
Commissioner Precinct 3

_____
WALT SMITH
Commissioner Precinct 4

ATTEST:

By: _____
ELAINE H. CARDENAS, MBA PhD
County Clerk

EXHIBIT A

Hays County
Fire Marshal's Office

810 S. Stagecoach Trail, Suite 1200
San Marcos, TX 78666

Fire Investigation Rules and Procedures

(effective June 15, 2021)

Hays County
Fire Marshal's Office

Fire / Explosion Investigation
Rules and Procedures

Purpose: This document will determine which fires and explosions warrant investigation by the Hays County Fire Marshal's Office ("HCFMO").

Scope: These procedures apply to all unincorporated areas of Hays County, and to investigations conducted by request in incorporated areas of Hays County.

Effective Date: These procedures take effect immediately upon approval by the Hays County Commissioners Court.

Amendments: From time to time, these rules and procedures may be amended by a majority vote of the Hays County Commissioners Court.

Procedure:

1.1 Fire / Explosion Investigation

The HCFMO will investigate the origin and cause of fires and explosions meeting the following criteria that occur within the county, but outside the corporate limits of municipalities within the county. In addition, the HCFMO may aid and conduct investigations inside municipalities located within Hays County at the request of the Municipality, State Fire Marshal's Office, or the Fire Chief or their designee provided that the HCFMO has adequate resources and personnel to aid and conduct such investigations at the time the request is made to the HCFMO.

- **Structure Fires:** Buildings, Residences, etc. - The HCFMO will investigate all fires and explosions involving structures when the estimated dollar loss exceeds $5,000, unless lightning is the suspected cause and a thunderstorm was in the immediate area around the time of the fire and the Incident Commander is able to determine the fire was caused by lightning.

- **Vehicle Fires:** The HCFMO will only investigate fires involving vehicles when requested to do so by the responding authority. The HCFMO will not need to investigate vehicle fires resulting from a collision.

- **Explosions:** The HCFMO will investigate the origin and cause surrounding any explosions that cause property damage or injury.

- **Injuries/Death:** The HCFMO will investigate fires at which any bodily injury or death of any person, including first responders, occurs, unless the injury to the firefighter is minor in nature, not requiring transport to a hospital and it is apparent that the fire's cause is accidental or natural. The HCFMO will investigate any bodily injury caused by fireworks that requires transport to a hospital or results in death to any person.

- **Public Property:** The HCFMO will investigate any fire or explosion involving property owned or operated by a Public Official or Government Agency.

- **Hazardous Materials Incidents:** The HCFMO will investigate any fire where the officer in charge determines an in-depth investigation into the incident is necessary to determine causative factors and responsibility.

- **YOUTH (to include all youths under the age of 17) FIRE-SETTER:** The HCFMO will investigate any fire where suspected that was caused by Youth Fire Setter or playing with fire, no matter what dollar value.

- **Other Fires:** The HCFMO will investigate fires causing property damage in excess of $5,000 for which the Incident Commander for the responding agency is unable to determine the origin and cause.

- **Outside Fires:** Any significant outdoor fire causing property damage in excess of $5,000 for which the Incident Commander for the responding agency is unable to determine the origin and cause.

1.2 Investigation of Fires

For investigations the HCFMO conducts pursuant to these rules and procedures, the HCFMO shall begin an investigation within 24 hours after the receipt of information regarding a fire. This 24-hour period does not include a Sunday.

In the performance of official duties, the County Fire Marshal or a Deputy/Assistant Fire Marshal, at any time of day, may enter and examine a structure where a fire has occurred, and may examine adjacent premises. If the County Fire Marshal's investigation shifts from administrative to criminal, then the County Fire Marshal may determine that physical examination of a premises, based on a Probable Cause belief that the premises contains evidence of crime, should be performed pursuant to a search warrant, or by other constitutionally-justifiable means (e.g. Owner Consent, Etc.).

1.3 Additional Statutory Authority:

State Law, specifically Texas Local Government Code, Chapter 352.014 requires the County Fire Marshal to keep a record of each fire that the fire marshal is required to investigate. The record must include the facts, statistics, and circumstances determined by the investigation, including the origin of the fire and the estimated amount of the loss. Under the same chapter, each fire department and state or local agency that provides emergency medical services must submit reports requested by the County Fire Marshal in a timely manner.

Under Section 352.015, if the County Fire Marshal determines that further investigation of a fire or of an attempt to set a fire is necessary, the fire marshal may:

- Subpoena witnesses to testify regarding the fire or attempt;
- Administer oaths to the witnesses;
- Take and preserve written statements, affidavits, and depositions; and
- Require the production of an instrument that is pertinent to the investigation.

The County Fire Marshal shall also:

- File in a court of competent jurisdiction a complaint charging arson, attempted arson, conspiracy to defraud, or any other crime against a person the fire marshal believes to be guilty.

- File charges under Section 352.021 in a court of competent jurisdiction against a witness who refuses to cooperate with the investigation.

1.4 Effect on Civil Actions

An action taken by a County Fire Marshal in the investigation of a fire does not affect the rights of a policyholder or of any company regarding a loss caused by the fire. The result of an investigation by the County Fire Marshal of a fire may not be admitted in evidence in the trial of a civil action brought under the insurance policy. The statement of an insurance company, the company's officers, agents, or adjusters, or of a policyholder or the policyholder's representative, that is made to the County Fire Marshal or their representative with respect to the origin or cause or supposed origin or cause of the fire may not be admitted in evidence in or made the basis of a civil action for damages.

1.5 Cooperation with Other Fire Protection Agencies (fire investigation)

The County Fire Marshal shall enforce all state and county regulations that relate to fires, explosions, or damages of any kind caused by a fire or explosion. The County Fire Marshal shall cooperate with the State Fire Marshal in the areas of fire prevention, firefighting, and fire investigation. The County Fire Marshal may aid or conduct an investigation in a municipality if requested by the state fire marshal, the municipality, or the fire chief of the municipality provided the HCFMO has adequate resources and personnel to aid and conduct such investigations at the time the request is made to the HCFMO.

1.6 Limited Liability

Under Section 352.021, the County Fire Marshal and the assistants and employees of the office are not liable in damages for any acts or omissions in the performance of their duties except in cases of gross negligence or willful malfeasance.

1.7 Penalties for contempt of a fire investigation proceedings

As provided in Texas Local Government Code §§ 352.022, a person commits an offense if the person is a witness in connection with an investigation under Section 352.015 and refuses to be sworn, refuses to appear and testify, or fails and refuses to produce before the county fire marshal any book, paper, or other document relating to any matter under investigation if called on by the marshal to do so.

An offense under this section is a Class B misdemeanor unless it is shown on the trial of the offense that the defendant has been previously convicted two or more times under this section, in which event the offense is a state jail felony.

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 pre-qualify all respondents related to RFQ 2021-Q05 Bond Underwriting Services and develop a pool of qualified firms; and authorize the County Auditor and County Financial Advisor to select from this pool for future bond sales.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 15, 2021	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
Marisol Alonzo-Villareal	BECERRA	N/A

SUMMARY

On March 23, 2021 the Commissioners Court approved specifications and authorized Purchasing to solicit for Bond Underwriting Services to maintain and further develop the general obligation bond underwriting services pool with qualified investment banking firms. Purchasing received responses from 20 (twenty) firms, see attached Bid Tab. Upon evaluation of the responses, the committee recommends that all firms be placed in a pool for services on an as-needed basis. This pool does not include the sale of public improvement district (PID) revenue bonds. The Hays County Auditor and the County Financial Advisor will select from this pool of pre-qualified banking firms for future bond sales as needed.

Attachment: RFQ 2021-Q05 Final Bid Tab

RFQ 2021-Q05 Bond Underwriting Services
Bid Tabulation

Firm	Averages	
	Score	Rank
Citigroup Global Markets, Inc.	99	1
Drexel Hamilton	73	14
Estrada Hinojosa & Company, Inc.	85	9
FHN Financial Capital Markets	80	10
Frost Bank	80	10
Hilltop Securities, Inc.	91	5
Huntington Securities, Inc.	79	11
JP Morgan	80	10
Jefferies LLC.	97	2
Morgan Stanley	96	3
Piper Sandler & Co.	86	8
Ramirez & Co. Inc.	78	12
Raymond James	96	3
RBC Capital Markets	88	6
Robert W. Baird & Co.	87	7
SAMCO Capital	91	5
Siebert Williams & Shank Co., LLC.	85	9
Stifel, Nicolaus & Company, Inc.	76	13
UBS Financial Services, Inc.	78	12
UMB Bank, n.a.	92	4

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 establish program guidelines related to the Emergency Rental Assistance Program; establish temporary positions to manage the program and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 15, 2021	N/A

LINE ITEM NUMBER

010-763-99-150]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Hays County received $6,955,475.70 in funding from the U.S. Treasury Department to provide rent and utility assistance to citizens that have experienced financial hardship due to the COVID-19 outbreak. Staff will present to Court for consideration recommended guidelines and temporary positions to be established to manage the program.

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

11am- Workshop to finalize the Hays County Film Guidelines and possible action to approve the Guidelines, which is the first step to becoming Film Friendly Certified.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
WORKSHOP	June 15, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Collins	BECERRA	N/A

SUMMARY

A workshop to address questions, comments and concerns related to the Film Guidelines as it pertains to Hays County using the template provided by the Texas Film Commission.

The Texas Film Commission has made a special exception to allow Hays County to be certified “Film Friendly.” Film Friendly Certification serves to protect the personal and property rights of county residents and businesses and to promote public health, safety, and welfare in Hays County.

Guidelines for Filming in Hays County, TX

June ___, 2021

I. Purpose

II. County Control/County Authority

III. Permit Requirements and Fees

IV. Application Fee

V. Use of County Equipment and Personnel

VI. Use of County-Owned Real Estate

VII. Vehicles and Equipment

VIII. Hours of Filming

IX. Notification of Neighbors

X. Certificate of Insurance

XI. Damage to Public or Private Property

XII. Hold Harmless Agreement

Guidelines for Filming in Hays County, Texas

I. PURPOSE

The Guidelines contained in this policy are intended to create a program for promoting economic development activity within Hays County (County) and any city within Hays County that has consented to use of these Guidelines within its corporate limits. When any City grants consent to County-use of these guidelines within its corporate limits, it may indicate how the County shall keep its staff or elected officials informed and involved in the process of reviewing applications under these Guidelines.

The following Guidelines are also intended to protect the personal and property rights of Hays County, Texas residents and businesses, and to promote public health, safety and welfare. The County reserves the right to impose additional regulations, or deny any application, if it is determined to be in the interest of public health, safety and welfare, or if otherwise deemed appropriate by the Hays County Commissioners Court.

These Guidelines cover requests for commercial use of county-owned property (including but not limited to streets, rights-of-way, parks, and/or public buildings), commercial use of private property which may affect adjacent public or private property, and the use of county equipment and personnel in all types of motion picture production, including, but not limited to, feature films, television programs, commercials, music videos and corporate films.

II. COUNTY CONTROL/COUNTY AUTHORITY

The County, by way of its agent(s) who have been delegated the authority to manage property use, may authorize the use of any street, right-of-way, park, or public building, equipment or personnel for commercial uses in the filming or taping of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the County may require that any or all the conditions and/or remuneration herein and as specified on the application be met as a prerequisite to that use.

The Applicant agrees that Hays County shall have exclusive authority to grant the Applicant the use of public streets, rights-of-way, parks and public buildings of the County, as well as authority to regulate the hours of production and the general location of the production. The County reserves the full and absolute right to prohibit all filming or to order cessation of filming in order to promote the public health, safety or welfare.

The Applicant shall allow county departments (e.g., Sheriff, Constables, Fire Marshall, Development Services, Transportation) to inspect all plans (including but not limited to traffic plans, transportation plans, and/or production plans), structures, property, devices and equipment to be used in connection with the filming and taping, as may be appropriate to promote the health, safety, and welfare of participants and citizens of Hays County.

III. PERMIT REQUIREMENTS

Before filing an application for filming in Hays County, the Office of the Hays County Judge must be contacted to discuss the production's specific filming requirements and the feasibility of filming in Hays County**,** Texas.

Any commercial producer who desires to undertake a commercial production in Hays County is required to complete and return the attached application for filming to the Office of the Hays County Judge, within the time frames below:

- **Commercials or episodic television:** a *minimum* of ten (10) business days prior to the commencement of filming or any substantial activity related to the project.
- **Feature films:** a *minimum* of fourteen (14) business days prior to the commencement of filming or any substantial activity related to the project.

IV. APPLICATION FEE

An application processing fee of $25.00 should accompany each application for filming in Hays County.

The County Judge may waive this fee upon proof of an organization's non-profit status or for any other reason deemed appropriate by the County Judge.

V. USE OF COUNTY EQUIPMENT AND PERSONNEL

The Applicant shall pay for all costs of any Law Enforcement, Fire, Public Works, or other County or City personnel assigned to the project (whether specifically requested by the production or not). Remuneration rates for the use of any County or City equipment, including vehicles and fire equipment, will be established on a case-by-case basis as determined by the departments in custody of the equipment, in collaboration with the Hays County Auditor. The Applicant shall pay all costs in full within ten (10) days after receipt of an invoice for said costs. If anticipated costs exceed $500, an advance deposit will be required for all costs related county personnel and/or the use of county equipment.

On recommendation of the Sheriff, the Constable, or the Fire Marshal, to the County may stipulate additional fire or law enforcement requirements and level of staffing for same, at any time during a film project if it is determined to be in the best interest of public health, safety and welfare, which cost shall be borne entirely by the Applicant. Personnel provided by these agencies shall be paid for by whatever process is in place for "moonlighting" within each respective agency.

As required by the Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association, off-duty officers from the Sheriff's office or Constables office must be utilized for security when needed in the unincorporated

portions of the county, or on county property. Off-duty Firefighters shall be paid via municipal or emergency services district policies and procedures.

VI. USE OF COUNTY-OWNED REAL ESTATE

Upon receiving an application, the County Judge's office shall determine what County-owned and/or County-maintained property is proposed to be used. Once that determination is made, the County Judge's Office will contact the official designated to manage use of that property in the Hays County Property Use Policy ("Property Use Official") and request that the Property Use Official, or that official's designee, negotiate the time, place, and manner of the property's use.

The Applicant shall reimburse the County (or City, if applicable) for inconveniences when using public property. Following is the rate schedule:

Activity	Cost per calendar day maximum of ___ hours/day
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area	$500 per day
Partial, non-disruptive use of a public building, park, right-of-way, or public area	$250 per day
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking	$50 per block, per day
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking	$25 per block, per day
Use of county parking lots, parking areas, and county streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles)	$50 per block or lot, per day

The Applicant acknowledges and agrees that Hays County, Texas, possesses and retains exclusive authority to grant the Applicant a revocable license for the use of its name, trademark, and logo, public streets, rights-of-way, parks and buildings of the county as well as control over the hours of production and the general location of the production. The county reserves the full and absolute right to prohibit all filming or to order cessation of filming activity in order to promote the public health, safety and/or welfare.

In order to leave the County/City-owned property in as good of a condition as when it was received, the Applicant must provide professional cleaning and/or sanitation services at any time it is requested by the County. Upon such a request by the County, the Applicant must obtain approval from the County of their arrangements for cleaning and/or sanitation services (which will not be unreasonable withheld). The County may require such approval before use of the County-(or City-)owned property for production activity begins.

VII. VEHICLES AND EQUIPMENT

The Applicant shall provide a report listing the number of vehicles and types of equipment to be used during the filming, including proposed hours of use and proposed parking locations. Such locations will need to be specifically approved by the Hays County Sheriff's Office and the Hays County Transportation Department. On-street parking or use of public parking lots is subject to County or City approval.

The use of exterior lighting, power generators, or any other noise- or light-producing equipment requires on-site approval of the Property Use Official, the County Judge or the City's Mayor, as applicable.

VIII. HOURS OF FILMING

Unless otherwise agreed by the County, filming will be limited to the following hours:

Monday through Friday:	7:00 a.m. to 9:00 p.m.
Saturday, Sunday and holidays:	8:00 a.m. to 8:00 p.m.

IX. NOTIFICATION OF NEIGHBORS

The Applicant shall provide the County Judge's Office a short, written description of the schedule for the proposed production to be distributed to the owners, tenants and residents of each property in the affected neighborhood(s). The Applicant, or his or her designee, shall make a good faith effort to notify each owner, tenant and resident of all such property, and shall submit, as part of this application, a report noting owners, tenants and/or residents' comments, along with their signatures, addresses and phone numbers.

X. CERTIFICATE OF INSURANCE

The Applicant shall attach a valid certificate of insurance, issued by a company authorized to conduct business in the state of Texas, naming the County (or City, if applicable) and its agents, officers, elected officials, employees and assigns, as additional insured, in an amount not less than $1,000,000 general liability, including bodily injury and property damage with a $1,000,000 umbrella; and automobile liability (if applicable) in an amount not less than $1,000,000 including bodily injury and property damage.

XI. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

The Applicant shall pay in full, within ten (10) days of receipt of an invoice, the costs of repair for any and all damage to public or private property, resulting from or in connection with, the production, and restore the property to its original condition prior to the production, or to better than original condition.

XII. HOLD HARMLESS AGREEMENT

The Applicant shall sign the following Hold Harmless Agreement holding Hays County harmless from any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use:

I certify that I represent the firm which will be performing the filming/taping at the locations specified on the attached permit application. I further certify that I and my firm will perform in accordance with the directions and specifications of The County of Hays, Texas, and that I and my firm will indemnify and hold harmless the County of Hays, Texas and its elected officials, officers, servants, employees, successors, agents, departments and assigns from any and all losses, damages, expenses, costs and/or claims of every nature and kind arising out of or in connection with the filming/taping and other related activities engaged in pursuant to this Application.

I further certify that the information provided on this Application is true and correct to the best of my knowledge, and that I possess the authority to sign this and other contracts and agreements with the County of Hays, Texas on behalf of the firm.

Signed: _____

Title: _____

Date: _____

Application for Commercial Filming

Title of project

_____

Type of production (feature film, television production, commercial, corporate, music video, etc.)

_____

Proposed Filming Locations (attach additional pages if necessary)

_____

_____

_____

_____

_____

_____

_____

_____

Date(s) of prep/filming

_____

Primary Contact

- Name
- Cell phone
- Email

Location Manager (if different from Primary Contact)

- Name
- Cell phone

Email

Production Company Information

Name of Production Company

Address

City/State/Zip

Web Site

Primary Contact's Name

Primary Contact's Phone

Primary Contact's Email

Is this production already in contact with the Texas Film Commission? _____

If yes, who is your contact at the Texas Film Commission?

Name

Phone

Email

PRODUCTION (*Attach additional sheets if necessary.)*

1. Production schedule and activities, including stunts, pyrotechnics, special effects, aerial photography, amplified sound or use of animals: (Give dates and times and rain dates. Hours should include set-up, holding of sets and restoration.)

2. Approximate number of persons involved with the production, including cast and crew:

3. Anticipated need of County (or City) personnel, equipment or property:

4. Public areas in which public access will be restricted during production:

5. Describe alterations to public property:

6. Number and type of production vehicles to be used and location(s) where vehicles will be parked:

7. Location where crew will be fed, if not at filming location:

8. Location where extras will be held, if not at filming location:

9. Please attach map of anticipated street closure(s) or other public area use.

Applicant (Production Company representative who has also read the *Guidelines to Filming in Hays County, Texas*):

_____ Date: _____

Name

_____

Title

Application received by Hays County Judge's Office:

_____ 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

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 FM 621 in Pct. 1. Possible action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	June 15, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

Summary to be provided in Executive Session