

2026 MAY -6 PM 4:14



HILL COUNTY COMMISSIONER COURT

SHANE BRASSELL

County Judge

Jim Holcomb

Commissioner Precinct 1

Larry Crumpton

Commissioner Precinct 2

Scotty Hawkins

Commissioner Precinct 3

Martin Lake

Commissioner Precinct 4

AGENDA

Tuesday, May 12, 2026

Notice is hereby given that a Special Meeting of the Hill County Commissioners Court will be held on the 12th day of May, 2026, at 8:30 a.m. in the Hill County Courtroom, 80 North Waco Street, Hillsboro, Texas 76645.

The meeting is open to the public both in person and online. An opportunity to hear the meeting and address the Commissioners Court is available at: <https://us02web.zoom.us/j/82722600415>. The agenda and accompanying documents are accessible at: co.hill.tx.us/page/hill.Public.Notices.

The public may make online comments by signing up to speak by no later than Tuesday, May 12, 2026, 8:00 a.m. at kgoodspeed@co.hill.tx.us. Participants will need to provide their name and a phone number. You will be placed in a queue and will receive a phone call when it is your time to speak.

The following subjects will be discussed, considered, passed or adopted, to-wit:

- I. CALL TO ORDER – Judge Brassell
- II. PLEDGE OF ALLEGIANCE – Nicole Tanner, County Clerk
- III. WELCOME VISITORS, ANNOUNCEMENTS AND PRESENTATIONS
- IV. OPEN FORUM

CONSENT AGENDA:

1. Action on minutes
 2. Action on Invoices
 3. Action on Payroll
 4. Action on Monthly Report for Revenue and Disbursement
 5. Observe and/or record Elected Officials Training Certificates
- V. COURT ORDERS
 1. Discussion and/or action on Employee Wage/Status Change.
New Hires: Kelsey Lewis, Tax Office – Deputy Clerk 1
Separations: Amanda Hill, Tax Office – Deputy Clerk 1
Wage Status Change: Briana Garner, Dispatcher III (Step completion);
Vanessa Ventura, Jailer 1 (incorrect date used previously)
 2. Observe and/or record the Hill County CPS Board Treasurer's Report for April, 2026.
 3. Observe and/or record Investment Report – Quarter ending 03/31/2026.

4. Observe and/or record Auditor's Annual Report as of 09/30/2025.
5. Observe and/or record Hill County FY 2025 GASB # 75 Valuation for Postemployment Benefits other than Pensions.
6. Observe and/or record the 2026 Compliance Letter for BPL Files, LLC, pursuant to the Tax Abatement Agreement between Hill County and BPL Files, LLC, dated August 27, 2019.
7. Discussion and/or action regarding placing a potential temporary moratorium on certain large-scale industrial energy storage, power generation, and data processing construction activities within the unincorporated areas of Hill County, Texas.
8. Discussion and/or action on Bonds for Jennifer Bonds and Robert Bryant.
9. Discussion and/or action regarding a county cell phone for Veteran's Services Officer.
10. Discussion and/or action regarding a county cell phone for Indigent Healthcare Coordinator.
11. Presentation by Traylor & Associates: Overview of the Texas Community Development Block Grant (TxCDBG) requirements related to Section 2 of the Housing and Urban Development Act of 1968 - Grant # CDV23-0507.
12. Discussion and/or action to consider awarding a construction contract in the amount of \$356,248.00 per the engineer's recommendation, to the low bidder Mathis Construction, for the County's Community Development Block Grant (CDBG) Contract # CDV23-0507 for Post Oak SUD water improvements, and authorizing the County Judge to sign all related documents, including any necessary change orders not to exceed 25% of the awarded construction contract.
13. Discussion and/or action regarding accepting the de-obligation modification in the amount of \$1,319.20 from the base year of contract W9126G25P0025P0001 between Hill County and U.S. Army Corps of Engineers, pertaining to Hill County's increased Law Enforcement Services for Three Rivers Region, Aquilla and Whitney Lakes, Texas.
14. Discussion and/or action on Monthly Bank Balances for April, 2026.
15. Discussion and/or action on requesting Proposals for ANCO to go out for Bid on Group Medical, Dental, Vision, Basic Life and AD&D, Voluntary Life & AD&D, Short Term Disability, Long Term Disability, Critical Illness, Accident, Cancer, Hospital Indemnity, Emergency Transportation, Whole Life, MERP, Premium Saver, Tele Med, Cobra Insurance Program for October 1, 2026 to September 30, 2027.
16. Discussion and/or action regarding the acceptance of Martin Lake's resignation from the Hill County Sick Pool.
17. Discussion and/or action regarding the appointment of a County Commissioner to the Hill County Sick Pool.
18. Discussion and/or action regarding the appointment of a non-supervisory employee to the Hill County Sick Pool.
19. Discussion and/or action regarding the appointment of an elected official to the Hill County Sick Pool.

20. Discussion and/or action regarding the Hill County Sick Pool Policy.
21. Discussion and/or action regarding closing the Wells Fargo Elewan Pitts Dudik II, LLC Escrow bank account and disbursing funds to Elewan Pitts Dudik II, LLC.
22. Discussion and/or action on Public Finance Contract with Government Capital Corporation, for \$539,949.00, to finance one (1) BOMAG RS360 Reclaimer, including the execution of all accompanying documents for Precinct No.2.
23. Discussion and/or action regarding budget amendments in the amount of \$3,922.00 for the Hill County Treasurer's Office for Paninni Scanner not previously budgeted.
24. Discussion and/or action regarding budget amendments due to certification of revenues, specifically: \$7,548 in Emergency Management radio fees received from new Radio Funds contracts; \$298,671.00 in District Attorney forfeitures received for Fiscal Year 2026; \$58,502.00 in Sheriff's Office forfeitures received from CV628-25DC; \$50,000 in General Fund miscellaneous revenue from the Hillsboro Bess Project; \$13,603.00 in General Fund miscellaneous revenue from Worker's Compensation refund; and \$5,770.00 for Road and Bridge miscellaneous revenue from Worker's Compensation refund.
25. Discussion and/or action regarding the certification of revenue received for Precinct No.1 from Government Capital in the amount of \$419,643.00, in the form of a capital lease to purchase a Chip Spreader.
26. Discussion and/or action on budget amendment in the amount of \$419,643.00 for Precinct No.1 to recognize revenue in the form of a capital lease to purchase a Chip Spreader.
27. Discussion and/or action on a line item budget amendment for Road and Bridge No. 4 in the amount of \$131,817.00 to ensure sufficient funds are available to provide construction materials for ongoing projects.
28. Discussion and/or action on budget amendment for FM Lateral No.4 in the amount of \$65,000 to increase contract services, construction materials, and capital outlay.
29. Discussion and/or action regarding the contract between TLOxp (TransUnion) and all four Hill County Constables for searches and reports offered through TransUnion Risk and Alternative Data Solutions (TRADS).
30. Discussion and/or action on Mutual Aid Communications System Agreement between Hill County and Steele Creek Volunteer Fire Department for the use of radio system when working with the Hill County Sheriff's Office Emergency Management Division.
31. Discussion and/or action on Regional Equipment Transfer Memorandum of Understanding (MOU) from the Heart of Texas Council of Governments (HOTCOG) to Hill County for the Penelope radio tower site that was funded with Statewide Emergency Radio Infrastructure (SERI) grant funds.
32. Discussion and/or action on Resolution to adopt the Hill County 2026 Hazard Mitigation Action Plan, which aims to reduce or eliminate long-term risks to people and property in Hill County from future hazards and disasters.

33. Discussion and/or action on the new contract for solid waste services with Republic Services for the Huron Annex.
34. Discussion and/or action on setting a public hearing for installation of a traffic control device in the form of 35 M.P.H. speed limit on HCR 3369 in Precinct No.3.
35. Discussion and/or action on Re-Plat for Southerly Addition.

VI. ADJOURN.


Dated this 6th day of May, 2026.

COMMISSIONERS COURT OF HILL COUNTY TEXAS

BY: 
COUNTY JUDGE, HILL COUNTY, TEXAS

I, undersigned County Clerk, of the Hill County Commissioners Court, do hereby certify that the above Notice of Meeting of the Hill County Commissioners Court, is a true and correct copy of said Notice, and that I have received and posted said Notice on the Courthouse door and the bulletin board at the Courthouse of Hill County, Texas, at a place readily accessible to the general public at all times on the 6th day of May, 2026, at 4:15 pm said Notice remained so posted continuously for at least 3 business days preceding the scheduled time of each Meeting.

Dated this 6th day of May, 2026.


Nicole Tanner, County Clerk
Hill County, Texas



SW Graduate
School of Banking
at **SMU Cox**

Texas Association of Counties

Certificate of Achievement
County Investment Academy

This certifies that

Hon. Rachel Parker

Successfully completed the Basics of County Investments Course offering investment education that satisfies Section 2256.008 of the Texas Public Funds Investment Act and demonstrated a thorough understanding of Texas laws governing the investment of public funds. This and the ongoing commitment to continuing education provide maximum benefit to

Hill County

Issued by the Texas Association of Counties on the 15 day of April A.D., 2026

The County Investment Academy is a partnership between the Texas Association of Counties and the Southwestern Graduate School of Banking at SMU Cox.

Handwritten signature of Cindy Yeatts Brown in cursive.

Hon. Cindy Yeatts Brown, President

Handwritten signature of Susan M. Redford in cursive.

Ms. Susan M. Redford, Executive Director



RECEIVED
APR 20 2026
HILL CO. TREASURER

April 15, 2026

Hon. Rachel Parker
Treasurer
Hill County
PO Box 671
Hillsboro, TX 76645-0671

Dear Hon. Rachel Parker,

Congratulations! You have successfully passed the final assessment(s) and completed the requirements of the Basics of County Investments Course and membership into the County Investment Academy. This membership is awarded by the Texas Association of Counties to an elite group of county officials who demonstrate both personal commitment to excellence in public service and mastery of the laws and requirements that govern the investment of public funds in the State of Texas.

As chair of the County Investment Education Committee, let me welcome you to our numbers and express our delight at your achievement. A listing of the committee members is in Section 1 of your Study Guide from class. We rely heavily on input from our members as we design education programs. We offer our support and assistance in any way possible; please do not hesitate to call any of us.

The next step in the process entails the actual award of your achievement, which confirms your membership through December 2027.

Find out about the education events that fulfill County Investment Academy continuing education requirements at www.county.org/investment.

If you have questions or need additional information, feel free to contact, Deanna Auert, at phone 800-456-5974 or via email at deannaa@county.org.

Again, congratulations on your excellent accomplishment. We look forward to seeing you soon.

Sincerely,

A handwritten signature in black ink that reads "Renee L. Couch". The signature is fluid and cursive.

Hon. Renee Couch, Chair
County Investment Education Committee
Comal County Treasurer



Date: May 12, 2026
To: Honorable Commissioners Court
From: Rachel Parker, Hill County Treasurer
Subject: Wage Status Changes

Background

Hill County establishes budgeted positions for each department during the annual budget process. After the budget is approved, staffing changes routinely occur, including employee departures, new hires filling vacant positions, and current employees being promoted or, in some cases, reassigned to lower positions. All proposed wage changes are consistent with the approved budget and require review by the Court.

Impact on Operations

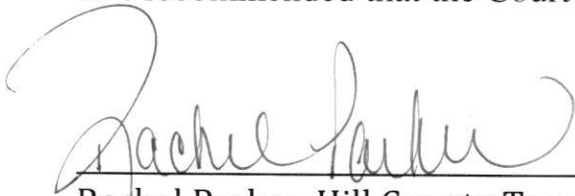
No impact.

Financial Impact

There is no financial impact, as all changes were previously included in the approved budget.

Recommendation

It is recommended that the Court formally approve all submitted wage forms.



Rachel Parker, Hill County Treasurer



COURT ORDER

ORDER NO: _____

DATE: May 12, 2026

STATE OF TEXAS §

COUNTY OF HILL §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Hill County, Texas, held on the 12th day of MAY 2026 motion made by _____ and seconded by _____,

the following Order was adopted:

Approval of Employee Wage/Status Changes

New Hires:

Kelsey Lewis – Tax Office – Deputy Clerk 1

Separations:

Amanda Hill – Tax Office – Deputy Clerk 1

Wage Status Change:

Briana Garner – Dispatcher III (Step completion)

Vanessa Ventura – Jailer 1 – incorrect date used previously.

DONE IN OPEN COURT this 12th day of MAY 2026

Shane Brassell
County Judge

James Holcomb
Commissioner Pct. 1

Larry Crumpton
Commissioner Pct. 2

Scotty Hawkins
Commissioner Pct. 3

Martin Lake
Commissioner Pct. 4

NEW HIRES



Rachel Parker
Hill County Treasurer

EMPLOYEE WAGE/STATUS CHANGE

Employee Name: Keke Lewis Department Name: Tax office
1st Day of Work or Change Date 5.4.2026

CHECK ONE:

- | | | |
|---|--------------------------------|-------------------|
| <u>NON- EXEMPT</u> | OR | <u>EXEMPT</u> |
| <input checked="" type="checkbox"/> Regular Full Time | | Regular Full Time |
| <input type="checkbox"/> Temporary Part Time | | |
| <input type="checkbox"/> Regular Part Time | | |
| <input type="checkbox"/> Regular Variable Hour | ___ FT ___ PT (check FT or PT) | |
| <input type="checkbox"/> Temporary Seasonal | ___ FT ___ PT (check FT or PT) | |

Hours per Week 40 Job Title Deputy clerk I
Hourly Wage \$ 19.34

Certification: _____ Monthly \$ _____
 Certification: _____ Monthly \$ _____
 Certification: _____ Monthly \$ _____
 Specialized Skill: _____ Monthly \$ _____
 Specialized Skill: _____ Monthly \$ _____
 Specialized Skill: _____ Monthly \$ _____

Office Use Only:
 Convert to Hourly: _____
 Convert to Hourly: _____
 Convert to Hourly: _____
 Convert to Hourly: _____
 Convert to Hourly: _____
 Convert to Hourly: _____

Total Hourly Wage: 19.34 Total Bi-Weekly: 1547.20

Salary GL#: 100 -5- 1301 - 1105 (100-5-2101-2301 example) OT 29.01

TERMINATION (attach Letter of Resignation)

Last day of Physical Work: _____ Termination Date: _____

CHECK ONE:

- Resignation Dismissal Retirement Reduction in Force Death

COMMENTS (Reason for Change): New hire

K. Lightner 5.1.26 Rachel Parker 5/5/26
 Elected Official/Department Head Date Treasurer/Date Auditor/Date

OFFICE USE ONLY: <u>92.113</u> State Employment Code	EEO4 _____ Sex _____	EE #: _____
<u>8810</u> Worker's Comp. Code	Race _____ Cat <u>101</u> Func. _____	Current Hour Wage: _____

Budget Book Incode

Job Description Navigator

SEPERATED



Rachel Parker
Hill County Treasurer

EMPLOYEE WAGE/STATUS CHANGE

Employee Name: Amanda Hill Department Name: Tax Office

1st Day of Work or Change Date 4.30.2020

CHECK ONE:

NON- EXEMPT

OR

EXEMPT

- Regular Full Time
- Temporary Part Time
- Regular Part Time
- Regular Variable Hour FT PT (check FT or PT)
- Temporary Seasonal FT PT (check FT or PT)

Regular Full Time

Hours per Week 40

Job Title Deputy Clerk I

Hourly Wage \$ 19.34

Certification: _____ Monthly \$ _____
 Certification: _____ Monthly \$ _____
 Certification: _____ Monthly \$ _____
 Specialized Skill: _____ Monthly \$ _____
 Specialized Skill: _____ Monthly \$ _____
 Specialized Skill: _____ Monthly \$ _____

Office Use Only:	
Convert to Hourly:	_____
Convert to Hourly:	_____
Convert to Hourly:	_____
Convert to Hourly:	_____
Convert to Hourly:	_____
Convert to Hourly:	_____

Total Hourly Wage: 19.34 Total Bi-Weekly: 1547.80

Salary GL#: 100 -5- 1301 - 1105 (100-5-2101-2301 example)

TERMINATION (attach Letter of Resignation)

Last day of Physical Work: 4.30.20 Termination Date: 4.30.20

CHECK ONE:

- Resignation
- Dismissal
- Retirement
- Reduction in Force
- Death

COMMENTS (Reason for Change): WORKS from Home / resigned

K. Lightower 4/24/20 Rachel Parker Shulley 5/5/20
 Elected Official/Department Head Date Treasurer/Date Auditor/Date

OFFICE USE ONLY:	EEO4 _____	EE #: <u>2604</u>
_____ State Employment Code	Sex _____	
_____ Worker's Comp. Code	Race _____	Current Hour Wage: <u>19.34</u>
	Cat _____	
	Func _____	

Budget Book
Incode

Job Description
Navigator

WAGE CHANGE



Rachel Parker
Hill County Treasurer

EMPLOYEE WAGE/STATUS CHANGE

Employee Name: Briana Garner Department Name: Sheriff's Office

1st Day of Work or Change Date 05/09/2026

CHECK ONE:

- | | | |
|---|--|-------------------|
| <u>NON- EXEMPT</u> | <u>OR</u> | <u>EXEMPT</u> |
| <input checked="" type="checkbox"/> Regular Full Time | | Regular Full Time |
| <input type="checkbox"/> Temporary Part Time | | |
| <input type="checkbox"/> Regular Part Time | | |
| <input type="checkbox"/> Regular Variable Hour | <input type="checkbox"/> FT <input type="checkbox"/> PT (check FT or PT) | |
| <input type="checkbox"/> Temporary Seasonal | <input type="checkbox"/> FT <input type="checkbox"/> PT (check FT or PT) | |

Hours per Week 40/40

Job Title Dispatcher III

Hourly Wage \$ 26.41

Certification: Intermediate Comm Monthly \$ 50.00
 Certification: _____ Monthly \$ _____
 Certification: _____ Monthly \$ _____
 Specialized Skill: FTO Monthly \$ 75.00
 Specialized Skill: _____ Monthly \$ _____
 Specialized Skill: _____ Monthly \$ _____

Office Use Only:	
Convert to Hourly:	<u>.29</u>
Convert to Hourly:	_____
Convert to Hourly:	_____
Convert to Hourly:	<u>.43</u>
Convert to Hourly:	_____
Convert to Hourly:	_____

Total Hourly Wage: \$27.13 Total Bi-Weekly: 2170.40

Salary GL# 100 -5- 3203 - 1105 (100-5-2101-2301 example)

OT ✓
40.69

TERMINATION (attach Letter of Resignation)

Last day of Physical Work: _____ Termination Date: _____

CHECK ONE:

- Resignation Dismissal Retirement Reduction in Force Death

COMMENTS (Reason for Change): MOVED FROM DISPATCHER II TO DISPATCHER III

	<u>05-01-2026</u>		<u>5-5-26</u>
Elected Official/Department Head	Date	Treasurer/Date	Auditor/Date

OFFICE USE ONLY:	EE04 _____	FF #: <u>01-2198</u>
<u>9664</u> State Employment Code	Sex _____	
<u>8810</u> Worker's Comp. Code	Race _____	Current Hour Wage: <u>25.87</u>
	Cat. <u>403</u>	
	Func. _____	

Budget Book
Incode

Job Description
Navigator

P. O. Box 671 Hillsboro, TX 76645 • Phone 254-582-4050 • Fax 254-582-4019 • rparker@co.hill.tx.us



Rachel Parker
Hill County Treasurer

EMPLOYEE WAGE/STATUS CHANGE

Employee Name: VANESSA VENTURA Department Name: Sheriff's Office

1st Day of Work or Change Date 04/15/2026

CHECK ONE:

- NON- EXEMPT OR EXEMPT
- Regular Full Time
 - Temporary Part Time
 - Regular Part Time
 - Regular Variable Hour FT PT (check FT or PT)
 - Temporary Seasonal FT PT (check FT or PT)

Hours per Week 80/86 Job Title JAILER I

Hourly Wage \$ 24.68

Certification: _____ Monthly \$ _____
 Certification: _____ Monthly \$ _____
 Certification: _____ Monthly \$ _____
 Specialized Skill: Interpreter Monthly \$ 50.00
 Specialized Skill: Booking Officer Monthly \$ 75.00
 Specialized Skill: _____ Monthly \$ _____

Office Use Only:	
Convert to Hourly:	_____
Convert to Hourly:	_____
Convert to Hourly:	_____
Convert to Hourly:	_____
Convert to Hourly:	_____
Convert to Hourly:	_____

Total Hourly Wage: \$25.40 Total Bi-Weekly: 2032.00 ✓

Salary GL#: 100 -5- 4101 - 1105 (100-5-2101-2301 example)

OVT ✓
38.10

TERMINATION (attach Letter of Resignation)

Last day of Physical Work: _____ Termination Date: _____

CHECK ONE.

- Resignation Dismissal Retirement Reduction in Force Death

(change effective date only)

COMMENTS (Reason for Change): The wrong date was on the original change form. Her pay should have changed 4/15/2026 not 4/14/2026

[Signature] 05/04/2026 Rachel Parker [Signature] 5/5/26
 Elected Official/Department Head Date Treasurer/Date Auditor/Date

OFFICE USE ONLY:		EEO4 _____	EE #: _____
_____ State Employment Code	Sex _____	Race _____	Current Hour Wage: _____
_____ Worker's Comp. Code	Cat _____	Func _____	

Budget Book Incode

Job Description Navigator

P. O. Box 671 Hillsboro, TX 76645 • Phone 254-582-4050 • Fax 254-582-4019 • rparker@co.hill.tx.us



Rachel Parker <rparker@co.hill.tx.us>

Paycheck

Vanessa Ventura <vventura@co.hill.tx.us>

Sun, May 3, 2026 at 4:34 PM

To: Melody Backus <mbackus@co.hill.tx.us>

Cc: Rachel Parker <rparker@co.hill.tx.us>, Kim Tattrie <ktattrie@co.hill.tx.us>

Good Afternoon , I received my paystub Wednesday, but I have a shortage, I'm only being paid as a supervisor for one day when I worked 2 full days (the 13th & 14th). I already called the treasurer but she said the paperwork she received was set for the 14th when it needed to be set for the next day (the 15th). I already contacted Cpt. Miller and Lt. Tattrie, but they directed me to Sheriff Barnes. I sent him an email last week but haven't received a response. Cpt Miller stated that it would be with you since you handle that paperwork. Can you please look into this for me?. Thank you.



Rachel Parker <rparker@co.hill.tx.us>

Paycheck

Rachel Parker <rparker@co.hill.tx.us>

Mon, May 4, 2026 at 10:13 AM

To: Vanessa Ventura <vventura@co.hill.tx.us>, Tim Westmoreland <twestmoreland@co.hill.tx.us>

Cc: Melody Backus <mbackus@co.hill.tx.us>, Kim Tattrie <ktattrie@co.hill.tx.us>

Ms. Ventura,

Good morning. I have received an updated wage form correcting the date. This will be reflected on your next paycheck as a correction. If you have any questions, please let me know. Have a wonderful day.

Best,
Rachel



Rachel Parker

HILL COUNTY TREASURER

☎ 254.582.4050

📠 254.582.4019

✉ rparker@co.hill.tx.us

📍 PO Box 671 Hillsboro, Texas 76645

🌐 www.co.hill.tx.us

[Quoted text hidden]

Hill County CPS Board Treasurer's Report April 2026

County Funds

March..... -9,402.11
 County Check..... 15,000.00
 April..... 5,587.89

ASSETS

Current Assets	
Checking/Savings	
Citizens State Bank	
501c3	122,451.09
Hill County	<u>5,597.89</u>
Total Citizens State Bank	128,048.98
Wells Fargo	<u>0.00</u>
Total Checking/Savings	<u>128,048.98</u>
Total Current Assets	<u>128,048.98</u>
TOTAL ASSETS	<u><u>128,048.98</u></u>
LIABILITIES & EQUITY	
Equity	<u>128,048.98</u>
TOTAL LIABILITIES & EQUITY	<u><u>128,048.98</u></u>

Ordinary Income/Expense

Income	
County Funds	15,000.00
Public donations	
Individ, Business Contributions	220.00
Public donations - Other	<u>220.00</u>
Total Public donations	440.00
Total Income	<u>15,440.00</u>
Expense	
Business Expenses	49.18
Gifts	<u>250.00</u>
Total Expense	<u>299.18</u>
Net Ordinary Income	<u>15,140.82</u>
Net Income	<u><u>15,140.82</u></u>

**DANZIGER &
MARKHOFF LLP**
Attorneys at Law

Joel Danziger (1960-2023)

Harris Markhoff

Robert B. Danziger

Michael Markhoff

Andrew E. Roth

Jay Fenster

David P. Gesser

Mark Hamilton

Christopher Miehle

Gary S. Sastow

COUNSEL

James E. Dalrymple

Andrew S. Burg

Steven Schmitter

ASSOCIATES

Brittini Lai

Matthew Mattesi

Mehvish Maqbool

Julia Bansbach

ENROLLED ACTUARIES

William Miller

Andrea L. Abolafia

Alexander P. Nahoum

Mickaela Hill

Howard Rosenfeld

Chelsea N. Cupp

Matthias Helduser

April 29, 2026

EMAIL

Ms. Amy Peavy
Assistant County Auditor
Hill County
1 North Waco Street
Hillsboro, TX 76645

Re: Hill County
Retiree Medical Actuarial Valuation under GASB #75
For the Year Ending September 30, 2025

Dear Amy:

This report was prepared to provide management with the disclosures for the County (the Employer) for GASB #75 for the fiscal year ended September 30, 2025.

Our results and accompanying disclosures reflect plan provisions in effect for the plan year ended September 30, 2025. For FYE 2025, a mid-cycle valuation was performed on the program, as permitted in accordance with GASB #75.

In conducting the valuation, we relied on information supplied to us by Hill County. This information included participant data, the terms of the written and unwritten plan, premium rates and other policies and practices of plan. We have relied on this information as accurate, and applied estimates as necessary.

GASB #75 requires results be presented on your financial statements based on actual rates as of your year-end (reflective of published municipal bond indices; the S&P Municipal Bond 20-year High Grade Rate Index as of September 30, 2025 is 4.50%). The Main valuation has been performed based on a 4.50% discount rate, with Sensitivity results at both 3.50% and 5.50%. Since there is no OPEB Trust, the Index will apply. [For FYE 2025 Expense, the September 30, 2024 index of 4.06% applied.].

PROUDLY SERVING CLIENTS SINCE 1960

To the best of our knowledge and belief, this valuation was conducted in accordance with generally accepted actuarial principles and practices and in accordance with our understanding of GASB #75 and the implementation guidelines published by the Government Accounting Standards Board. The employer may modify the presentation of these disclosures as needed. I am an Enrolled Actuary who satisfies the Qualifications Standards for Actuaries of the Actuaries of the American Academy of Actuaries that became effective January 1, 2008.

Very truly yours,

**Andrea L.
Abolafia**

Digitally signed by
Andrea L. Abolafia
Date: 2026.04.29
11:06:19 -04'00'

Andrea L. Abolafia, FSA, EA, MAAA
Senior Actuary

cc: Susan Swilling

**HILL COUNTY
RETIREE MEDICAL ACTUARIAL
VALUATION
REPORT ON COMPLIANCE WITH
GOVERNMENT ACCOUNTING STANDARDS BOARD
STATEMENT #75
ACCOUNTING AND FINANCIAL REPORTING BY THE EMPLOYER
FOR POSTEMPLOYMENT
BENEFITS OTHER THAN PENSIONS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

PREPARED: April 2026

HILL COUNTY
RETIREE HEALTH VALUATION UNDER GASB #74 & #75

ACTUARIAL CERTIFICATION

Hill County (the "County") retained Danziger & Markoff, LLC to perform an actuarial valuation in accordance with GASB Statement No. 75 (Accounting and Financial Reporting for Postretirement Benefits Other Than Pensions). The purpose of this valuation is to provide the County with certain actuarial values that are required for its financial statement's disclosure. Use of the valuation results for other purposes may not be appropriate.

We relied on census and benefit information provided by the County and/or its benefits administrator. We did not audit the information provided and its sources although we reviewed it for reasonableness and, where necessary, requested corrections and clarifications. We are satisfied that the information provided by the County is sufficient for the purpose for which it was used.


Actuarial Standards of Practice No. 56 ("ASOP 56") requires actuaries to disclose information when performing actuarial services with respect to designing, developing selecting, modifying, using, reviewing or evaluating models. In performing the valuation, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. As a result of this review, we believe that the models produced reasonable results.

All costs, liabilities, rates of interest and other factors underlying the actuarial computations were determined on the basis of actuarial assumptions and methods that are each reasonable (or consistent with authoritative guidance) for purposes herein taking into account the experience of the Plan and reasonable expectations. All calculations were conducted in accordance with generally accepted actuarial principles and practices.

Future actuarial measurements may differ significantly from current measurements due to such factors as plan experience differing from that anticipated by the assumptions, changes in future assumptions and changes in plan provisions or applicable law. Because of the limited scope of our engagement, an analysis of potential range of such future differences in measurement was not performed.

I am an Enrolled Actuary who satisfies the Qualifications Standards for Actuaries of the American Academy of Actuaries to render the actuarial opinions contained herein.

To the best of our knowledge, neither Danziger & Markhoff LLP or any of its employees has any relationship with the Employer that may impair or appear to impair the objectivity of the work detailed in this report.



Andrea L. Abolafia, FSA, EA, MAAA
Senior Actuary

HILL COUNTY
RETIREE HEALTH VALUATION UNDER GASB #75

Changes in Net OPEB Liability FYE 2025

	09/30/2025 rate	4.50% FYE 2025 Disclosures
Discount Rate (Proj.)	09/30/2024 rate	4.06% FYE 2025 Expense
Investment Return Rate (Proj.)	N/A; Index will apply	

	Total OPEB <u>Liability</u>	Plan Fiduciary <u>Net Position</u>	Net OPEB <u>Liability</u>
Balances at Beginning of Year	202,837	0	202,837
Change	19,926	0	19,926
Balances at End of Year	222,763	0	222,763

GASB #75 Expense for FYE 2025

Service Cost	30,437
Interest Cost	9,471
Experience & Assumption (Gain)/Loss Amort	(21,760)
Investment (Gain)/Loss Amort	0
GASB #75 Annual OPEB Cost Expense	18,148

HILL COUNTY
RETIREE HEALTH VALUATION UNDER GASB #75

Sensitivity - Discount Rate

	1% Decrease <u>3.50%</u>	Discount Rate <u>4.50%</u>	1% Increase <u>5.50%</u>
Net OPEB Liability 9/30/2025	243,251	222,763	204,390
GASB #75 Expense for FYE 2025	20,000	18,148	10,000

Sensitivity - Health Care Trend Rate

	1% Decrease (6.0% decreasing to <u>3.5%</u>)	Healthcare Trend Rates (7.0% decreasing to <u>4.5%</u>)	1% Increase (8.0% decreasing to <u>5.5%</u>)
Net OPEB Liability 9/30/2025	199,347	222,763	250,467
GASB #75 Expense for FYE 2025	10,000	18,148	20,000

NOTES

Have used a 4.50% discount rate, with sensitivity at 3.50% and 5.50%.
The S&P 20 AA Municipal Bond Index (an appropriate index for GASB #75 purposes) was 4.50% on 9/30/2025, the Measurement Date.

Due to the small OPEB Trust level (\$0) vs. Liabilities, the plan is not projected to have a Plan Fiduciary Net position in excess of benefit payments for any year, so the 4.50% Municipal Bond Rate will apply.

Net OPEB Liability is the GASB #75 term now used for Unfunded Accrued Liability.

Membership Counts (at 9/30/2024)

	<u>Active</u>	<u>Retired</u>	<u>Total</u>
Total	201	0	201

HILL COUNTY
RETIREE HEALTH VALUATION UNDER GASB #75
Schedule of OPEB Related Deferred Outflows/(Inflows) of Resources
FYE 09/30/2025

<u>Initial Setup Year</u>	<u>Description</u>	<u>Original Deferred Outflow</u>	<u>Original Deferred Inflow</u>	<u>Original Amortization Period</u>	<u>Remaining Amortization Period</u>	<u>Amortization</u>	<u>Current Deferred Outflow</u>	<u>Current Deferred Inflow</u>
9/30/2018	Experience		4,334	12	5	(361)		1,446
9/30/2019	Experience		41,120	12	6	(3,427)		17,131
9/30/2019	Assumption Change	1,245		12	6	104	517	
9/30/2020	Experience		33,857	12	7	(2,821)		16,931
9/30/2020	Assumption Change	41,221		12	7	3,435	20,611	
9/30/2021	Experience		219	12	8	(18)		129
9/30/2021	Assumption Change		9,493	12	8	(791)		5,538
9/30/2022	Experience	22,344		10	7	2,234	13,408	
9/30/2022	Assumption Change		54,846	10	7	(5,485)		32,906
9/30/2023	Experience		22,091	10	8	(2,209)		15,464
9/30/2023	Assumption Change		2,175	10	8	(218)		1,521
9/30/2024	Experience		125,783	11	10	(11,435)		102,913
9/30/2024	Assumption Change	11,541		11	10	1,049	9,443	
9/30/2025	Experience		11,591	11	11	(1,054)		10,537
9/30/2025	Assumption Change		8,391	11	11	(763)		7,628
	Totals					(21,760)	43,979	212,144

Summary of Deferred Outflows of Resources and Inflows of Resources Related to OPEB from the Following Sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Difference between expected and actual experience	\$13,408	\$164,551
Changes of assumptions	\$30,571	\$47,593
Net difference between projected and actual earnings of OPEB plan investments	0	0
Total	\$43,979	\$212,144

Amounts Recognized in OPEB Expense as Follows:

Year ended September 30:

2026	(21,760)
2027	(21,760)
2028	(21,760)
2029	(21,762)
2030	(21,398)
2031	(18,072)
2032	(15,439)
2033	(12,203)
2034	(12,199)
2035	(1,812)
2036	-

HILL COUNTY
Required Supplementary Information
Schedule of Changes In the Net OPEB Liability and Related Ratios
FYE 09/30/2025
Last 10 Fiscal Years

Fiscal Year Ending	2025	2024	2023	2022	2021	2020	2019	2018
Total OPEB liability								
Service cost	\$ 30,437	\$ 30,658	\$ 32,009	\$ 27,944	\$ 28,361	\$ 23,160	\$ 26,934	\$ 13,826
Interest	9,471	13,301	12,082	6,117	4,884	6,832	7,171	6,614
Changes of benefit terms	-	-	-	-	-	-	-	-
Difference between expected and actual experience	(11,591)	(125,783)	(22,091)	22,344	(219)	(33,857)	(41,120)	(4,334)
Changes in assumptions	(8,391)	11,541	(2,175)	(54,846)	(9,493)	41,221	1,245	-
Benefit payments	-	-	-	-	-	-	(800)	(800)
Net change in total OPEB liability	<u>19,926</u>	<u>(70,283)</u>	<u>19,825</u>	<u>1,559</u>	<u>23,533</u>	<u>37,356</u>	<u>(6,570)</u>	<u>15,306</u>
Total OPEB liability - beginning	202,837	273,120	253,295	251,736	228,203	190,847	197,417	182,111
Total OPEB liability - ending (a)	<u>\$ 222,763</u>	<u>\$ 202,837</u>	<u>\$ 273,120</u>	<u>\$ 253,295</u>	<u>\$ 251,736</u>	<u>\$ 228,203</u>	<u>\$ 190,847</u>	<u>\$ 197,417</u>
Plan Fiduciary net position								
Contributions - employer	-	-	-	-	-	-	800	800
Net investment income	-	-	-	-	-	-	-	-
Benefit payments	-	-	-	-	-	-	(800)	(800)
Administrative expense	-	-	-	-	-	-	-	-
Net change in plan fiduciary net position	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Plan fiduciary net position - beginning	-	-	-	-	-	-	-	-
Plan fiduciary net position - ending (b)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Net OPEB liability - ending (a) - (b)	<u>\$ 222,763</u>	<u>\$ 202,837</u>	<u>\$ 273,120</u>	<u>\$ 253,295</u>	<u>\$ 251,736</u>	<u>\$ 228,203</u>	<u>\$ 190,847</u>	<u>\$ 197,417</u>
Plan fiduciary net position as a percentage of the total OPEB liability	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Covered-employee payroll	\$ 11,421,473	\$ 10,977,623	\$ 10,325,456	\$ 9,248,880	\$ 9,939,445	\$ 9,391,481	\$ 8,456,291	\$ 8,251,280
Net OPEB liability as a percentage of covered - employee payroll	1.95%	1.85%	2.65%	2.74%	2.53%	2.43%	2.26%	2.39%
Discount Rate (end of year)	4.50%	4.06%	4.87%	4.77%	2.43%	2.14%	3.58%	3.64%

Notes to Schedule:

Benefit changes - None

Assumption changes -

FYE20: RP2014 Mortality with MP2016 changed to RP2006 with MP2019.

FYE22: RP2006 Mortality with MP2019 changed to PUB2010 with MP2021.

FYE24: Healthcare trend rates changed from 8% decreasing to 5% over 7 years to 7% decreasing to 4.5% over 10 years.

HILL COUNTY
Required Supplementary Information
Schedule of Contributions and Assumptions
FYE 09/30/2025

Fiscal Year Ending	2025	2024	2023	2022	2021	2020	2019	2018	
Actuarial determined contribution [SC + 20 yr amort NOL]	\$ 46,677	\$ 52,333	\$ 51,940	\$ 43,986	\$ 42,506	\$ 36,686	\$ 41,001	\$ 20,079	
Contributions in relating to the actuarially determined contribution	-	-	-	-	-	-	800	800	
Contribution Excess/(deficiency)	<u>\$ (46,677)</u>	<u>\$ (52,333)</u>	<u>\$ (51,940)</u>	<u>\$ (43,986)</u>	<u>\$ (42,506)</u>	<u>\$ (36,686)</u>	<u>\$ (40,201)</u>	<u>\$ (19,279)</u>	
Covered-employee payroll	\$ 11,421,473	\$ 10,977,623	\$10,325,456	\$ 9,248,880	\$ 9,939,445	\$ 9,391,481	\$ 8,456,291	\$ 6,022,996	
Contributions as a percentage of covered-employee payroll	0.0%	0.0%	0.0%	0.0%	0.00%	0.0%	0.01%	0.0%	

Notes to Schedule:

Valuation Date September 30, 2024
Measurement Date September 30, 2025
Actuarially determined contributions are calculated as of September 30 of the fiscal year prior in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal								
Amortization method	N/A								
Amortization period	N/A								
Asset valuation method	Market								
Inflation	3.00%								
Participation Rate	15%								
Healthcare cost trend rates	7% decreasing to 4.5% ultimate								
Salary increases	3.00%								
Retirement age	100% at age 60								
Mortality	PUB 2010 w/ MP2021 projection								
Investment rate of return	4.50%	4.06%	4.87%	4.77%	2.43%	2.14%	3.58%	3.64%	

HILL COUNTY
RETIREE HEALTH VALUATION UNDER GASB #75

RESULTS AND DISCLOSURES

DEVELOPMENT OF CHANGES IN OPEB LIABILITY, PLAN FIDUCIARY
NET POSITION, AND RELATED RATIOS
(THE LAST FIVE YEARS ILLUSTRATED)

<u>Year</u> <u>Ended</u>	<u>GASB #75</u> <u>Net OPEB</u> <u>Liability</u>	<u>Regular</u> <u>Expense/</u> <u>(Income)</u>	<u>Contributions</u> <u>plus Earnings</u>	<u>Change in</u> <u>Net OPEB</u> <u>Liability</u>
9/30/2021	\$251,736	\$29,366	\$0	\$23,533
9/30/2022	\$253,295	\$26,931	\$0	\$1,559
9/30/2023	\$273,120	\$34,534	\$0	\$19,825
9/30/2024	\$202,837	\$24,016	\$0	(\$70,283)
9/30/2025	\$222,763	\$18,148	\$0	\$19,926

Contributions include projected OPEB Trust Earnings (N/A; no OPEB Trust).

HILL COUNTY
RETIREE HEALTH VALUATION UNDER GASB #75

RESULTS AND DISCLOSURES

DEVELOPMENT OF CHANGES IN OPEB LIABILITY, PLAN FIDUCIARY
NET POSITION, AND RELATED RATIOS

Measurement Date	Fiduciary Net Position	Total OPEB Liability	Net OPEB Liability	Fiduciary Net Position as a % of Total OPEB Liability	Covered Payroll	Net OPEB Liability as a % of Covered Payroll
9/30/2020	\$0	228,203	228,203	0.0%	\$9,939,445	2%
9/30/2021	\$0	251,736	251,736	0.0%	\$9,248,880	3%
9/30/2022	\$0	253,295	253,295	0.0%	\$10,325,456	2%
9/30/2023	\$0	273,120	273,120	0.0%	\$10,977,623	2%
9/30/2024	\$0	202,837	202,837	0.0%	\$11,421,473	2%

HILL COUNTY
Required Supplementary Information
Schedule of Investment Returns
FYE 09/30/2025
Last 10 Fiscal Years

	2025	2024	2023	2022	2021	2020	2019	2018
--	------	------	------	------	------	------	------	------

N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
-----	-----	-----	-----	-----	-----	-----	-----	-----

No OPEB Trust
 Index will apply for discount rate purposes

Annual money-weighted rate of return,
 net of investment expense

HILL COUNTY
Required Supplementary Information
Investment Target Allocation
FYE 09/30/2025

Asset Class

Target Allocation

N/A, no OPEB Trust

HILL COUNTY
Required Supplementary Information
Investment Rate of Return Assumption
FYE 09/30/2025

To value the 9/30/2025 Total OPEB Liability under GASB #75 the S&P Municipal Bond 20 year High Grade Bond index rate of 4.50% (9/30/2025) was utilized.
[For FYE 2025 Expense, the index rate of 4.06% (9/30/2024) was utilized].

Since The Plan Fiduciary Net Position (\$0) is not projected to satisfy future benefit payments, the index is used instead of the actual investment return.

HILL COUNTY
Required Supplementary Information
Long-Term Expected REAL Rate of Return
FYE 09/30/2025

<u>Asset Class</u>	Long-Term Expected <u>REAL Rate of Return</u>
N/A, no OPEB Trust	

HILL COUNTY
RETIREE HEALTH VALUATION UNDER GASB #75

SUMMARY OF PLAN PROVISIONS

The following is a summary of the current major provisions of the retiree medical program. All coverage is for pre-Medicare eligible periods only.

1. **MEDICAL BENEFITS**

The Plan is a fully insured plan. Current retiree premium rates (2025) provided to us by the County include:

- | | | |
|----|-----------------|--|
| a) | Medical-Single: | Generally \$654 per month. |
| b) | Dental* | Generally \$26/mo. single; 74/mo. family |
| c) | Life Ins. | Generally \$2.36 per month. |

Adjustments to these premium equivalents to reflect the difference between the active/retiree group (for which the current premium rates were based on) and the retiree-only group, were required, in accordance with ASOP 6.

*No implied subsidy applies for dental coverage.

2. **MEDICARE PART B PREMIUMS** - Not applicable.

3. **LIFE INSURANCE**

Generally, \$5,000; 100% paid by the retiree.

HILL COUNTY
RETIREE HEALTH VALUATION UNDER GASB #75

SUMMARY OF PLAN PROVISIONS

4. **ELIGIBILITY (various pension plan provisions)**

The earlier of:

- (i) Age 60 and completion of 8 years of vesting service,
- (ii) Rule of 75 years total age + service, and
- (iii) Completion of 30 years of service.

5. **COUNTY SUBSIDY/FUNDING POLICY**

Retirees and Spouses may purchase medical coverage by paying 100% of the blended rate. Retirees and Spouses may also purchase dental, vision and life insurance coverage by paying 100% of the blended rate. As a result, the County's only "contribution" is the "implied subsidy".

No pre-funding is performed (i.e., only pay-as-you-go funding would occur; no retirees currently for Hill County).

HILL COUNTY
RETIREE HEALTH VALUATION UNDER GASB #75

ACTUARIAL BASIS

ACTUARIAL FUNDING METHOD: Entry Age Normal, level% pay

ACTUARIAL ASSUMPTIONS

- | | |
|----------------------|---|
| 1. Valuation Date: | September 30, 2024 |
| 2. Measurement Date: | September 30, 2025 |
| 3. Reporting Date: | September 30, 2025 |
| 4. Discount Rate: | 4.06% per annum (for FYE 2025 Expense)
4.50% per annum (disclosures*)
(3.50% and 5.50% are illustrated for sensitivity) |
| 5. Salary Scale: | 3% per annum (for EAN) |
| 6. Mortality: | PUB-2010 mortality table with MP-2021 projection. |
| 7. Withdrawal: | Sarasson T-5 Table. |
| 8. Disability: | N/A |
| 9. Retirement Rates: | 100% at age 60 and satisfaction of 8 year vesting requirement. |

*GASB #75 requires results be presented on your financial statements based on actual rates as of your year-end (reflective of published municipal bond indices; the S&P Municipal Bond 20-year High Grade Rate Index as of 9/30/2025 was 4.50%). Since the plan is not pre-funded, the Index will apply.

HILL COUNTY
RETIREE HEALTH VALUATION UNDER GASB #75

ACTUARIAL BASIS

10. Health Care Cost
Trend Rate:

The following table illustrates the assumed health care trend rate for each future year:

Medical:	<u>Year</u>	<u>Assumed Increase</u>
	1	7.00%
	2	6.50%
	3	6.25%
	4	6.00%
	5	5.75%
	6	5.50%
	7	5.25%
	8	5.00%
	9	4.75%
	10+	4.50%

11. Marital - Actives: Wife is assumed to be same age as the husband.
70% of males and 50% of females are assumed
married.

12. Participation Rate: 15% to elect to pay full premium for coverage.

13. Inflation Rate: 3% per annum.

ASSET VALUATION METHOD: Market value.

AMORTIZATION BASIS: Experience Gains/Losses: Average Expected Future
Working Lifetime of the whole group.
Assumption Changes: Average Expected Future
Working Lifetime of the whole group.

Signature: Dries Bruyland
(Free Bruyland (Ap. 16, 2026 11:59:02 EDT))

Email: dries.bruyland@nuveenglobal.com

April 16, 2026

The Honorable Judge Shane Brassell
Hill County Judge
P.O Box 457
Hillsboro, TX 76645

BPL Files, LLC – 2026 Annual Certification

Dear Judge Shane:

Pursuant to the Tax Abatement Agreement between Hill County and BPL Files, LLC dated August 27, 2019, PBL Files hereby certifies that it is in compliance with all material provisions of the abatement agreement.

Should you have any questions, please do not hesitate to contact the individuals listed below at Exus Renewables, our Asset Manager for BPL Files LLC.

Justice Opoku-Debrah
Asset Management
412-556-7761
jod@exus.us

Krishna Santhanam
VP Asset Management
412-877-0396
ks@exus.us

Best regards,

Dries Bruyland
Head of US Clean Energy
BPL Sol, LLC

Signature: Bruyland

Email: dries.bruyland@nuveenglobal.com



COURT BRIEF

DATE: May 12th, 2026

TO: Commissioners Court

FROM: Jim Holcomb, Commissioner Precinct 1

SUBJECT: Discuss and/or approve placing a one (1) year Moratorium on Data Center construction in Hill County in order to address and assess the far reaching impact to the local community from these facilities.

Background

Hill County has been approached by several data center construction entities in the past several weeks. After deep dive research on the effects to local community from previously constructed and operational data centers existing data centers, and input from local citizens, there is sufficient empirical evidence that demonstrates impact to local water supply, noise pollution, light pollution, ground temperature and surrounding neighbors to warrant a more detailed and measured approach to the mitigation of these issues. The far reaching and long term effects on local citizens and the environment are too great to continue without stringent regulation

Impact on Operations

Hill County operations will be greatly affected by this measure, as it will allow time for a more measured, controlled approach to data center construction. In the short term this “pause” will lessen the already strained impact to or local roads and in the long term result in better results for our local community.

Financial Impact

The measure could result in litigation, which could have a moderate financial impact

Recommendation

It is recommended to the Court to approve the Moratorium to allow time to study the impacts and establish control measures to mitigate the negative impact of data center construction and operation.

Jim Holcomb, Commissioner Precinct 1

DRAFT

HILL COUNTY, TEXAS GREEN ENERGY AND DATA CENTER MORATORIUM

TEMPORARY MORATORIUM ON CERTAIN LARGE-SCALE INDUSTRIAL ENERGY STORAGE, POWER GENERATION, AND DATA PROCESSING CONSTRUCTION ACTIVITIES WITHIN THE UNINCORPORATED AREAS OF HILL COUNTY

AN ORDER OF THE COMMISSIONERS COURT OF HILL COUNTY, TEXAS, DECLARING A TEMPORARY MORATORIUM ON THE COMMENCEMENT OF CERTAIN LARGE-SCALE INDUSTRIAL CONSTRUCTION ACTIVITIES RELATED TO BATTERY ENERGY STORAGE SYSTEMS, DATA PROCESSING FACILITIES, LARGE-SCALE POWER GENERATION FACILITIES, AND RELATED SUPPORT INFRASTRUCTURE WITHIN THE UNINCORPORATED AREAS OF HILL COUNTY; MAKING WRITTEN FINDINGS OF NECESSITY PURSUANT TO TEXAS HEALTH AND SAFETY CODE §121.003; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR WAIVER; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Commissioners Court of Hill County possesses statutory responsibilities relating to county roads, bridges, drainage infrastructure, floodplain administration, emergency management coordination, public infrastructure protection, and the protection of public health and safety within the unincorporated areas of the County; and

WHEREAS, the Commissioners Court finds that certain large-scale industrial developments may substantially impact county infrastructure, emergency response capability, groundwater resources, traffic safety, and public welfare before the County can adequately evaluate and prepare mitigation standards; and

WHEREAS, the County has experienced and received reports of roadway deterioration, drainage impacts, increased heavy truck traffic, and emergency response concerns associated with industrial-scale development activities occurring within Hill County; and

WHEREAS, Hill County's rural emergency response system, including volunteer fire departments and emergency medical services, presently maintains limited staffing, specialized suppression equipment, hazardous materials capability, and water supply infrastructure necessary to respond to lithium-ion battery incidents, industrial fires, or large-scale infrastructure emergencies; and

WHEREAS, the Commissioners Court finds that once substantial construction activities commence, impacts to county roads, bridges, culverts, drainage systems, emergency response capability, and groundwater resources may become immediate and irreversible before the County can complete necessary engineering studies and public safety evaluations; and

WHEREAS, the Commissioners Court further finds that evolving State and Federal directives regarding critical infrastructure protection, cybersecurity safeguards, and prohibited technologies necessitate additional review to ensure local compliance with applicable law; and

WHEREAS, Texas Health and Safety Code §121.003 authorizes the Commissioners Court to enforce measures reasonably necessary to protect public health; and

WHEREAS, the Commissioners Court finds that a temporary and narrowly tailored moratorium is necessary to allow Hill County sufficient time to evaluate impacts to county infrastructure and public safety systems and to develop uniform mitigation standards relating to roadway protection, emergency response coordination, drainage, and public infrastructure protection;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HILL COUNTY, TEXAS:

SECTION 1. APPLICABILITY

This temporary moratorium shall apply only to the commencement of new construction activities associated with:

1. Battery Energy Storage Systems exceeding five (5) megawatts capacity;
2. Data processing or data center facilities exceeding one thousand (1,000) square feet;
3. Large-scale power generation facilities exceeding five (5) megawatts capacity; and
4. Associated substations, cooling systems, transmission infrastructure, and industrial support facilities directly related thereto;

located within the unincorporated areas of Hill County.

This moratorium shall not apply to:

- a. Projects currently under active construction as of the effective date of this Order;
- b. Routine maintenance or repair activities;
- c. Agricultural operations; or
- d. Projects located within incorporated municipalities.

SECTION 2. PURPOSE OF MORATORIUM

During the moratorium period, Hill County shall:

1. Conduct roadway engineering and traffic impact evaluations relating to heavy industrial construction traffic;
2. Evaluate emergency response capability, including fire suppression, hazardous materials response, and water availability;
3. Develop standardized roadway use and infrastructure mitigation requirements;
4. Evaluate drainage, culvert, and floodplain impacts associated with industrial-scale development;
5. Coordinate with State agencies regarding critical infrastructure protection and applicable cybersecurity guidance;

6. Evaluate public safety impacts associated with battery storage systems, large-scale power infrastructure, and data processing facilities; and
7. Develop uniform public infrastructure protection and mitigation standards applicable to covered projects.

SECTION 3. TEMPORARY NATURE

This moratorium is temporary in nature and shall automatically expire upon the earlier of:

1. Twelve (12) months from the effective date of this Order; or
2. Adoption by the Commissioners Court of infrastructure protection and public safety standards applicable to covered projects.

SECTION 4. WAIVER PROCESS

The Commissioners Court may grant a waiver from this moratorium upon a finding that:

1. The proposed project will not materially impair county infrastructure, emergency response capability, or public safety;
2. Adequate roadway use protections and mitigation measures are in place;
3. The applicant demonstrates compliance with applicable State and Federal requirements; and
4. The public health, safety, and welfare will not be adversely affected.

SECTION 5. SEVERABILITY

If any provision of this Order is held invalid or unconstitutional, such holding shall not affect the remaining provisions, which shall remain in full force and effect.

ORDERED AND EXECUTED, This the ___ day of May, 2026 by order of the Hill County Commissioners Court.

Shane Brassell, County Judge

Jim Holcomb, Commissioner Precinct 1

Larry Crumpton, Commissioner Precinct 2

Scotty Hawkins, Commissioner Precinct 3

Martin Lake, Commissioner Precinct 4



Contractors Bonding and Insurance Company
 P.O. BOX 3967
 PEORIA, IL 61612-3967
 Phone: (800) 645-2402 Fax: (309) 683-1610

Official Bond And Oath

Bond No. LSM0962139

KNOW ALL MEN BY THESE PRESENTS:

That we, Jennifer Bonds, as Principal,
 and Contractors Bonding and Insurance Company, a corporation duly licensed to do business in the State of
 Texas, as Surety, are held and firmly bound unto the Hill Cnty Justice Of The Peace in the
 penal sum of Five Thousand Dollars And No Cents DOLLARS
 (\$ 5,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal
 representatives firmly by these presents.

Signed this 4th day of February, 2026.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly elected appointed to the
 office of Justice Of The Peace Office Clerk
 State of Texas, for the term commencing on the 5th day of May, 2026.

NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and of no
 effect, otherwise to remain in full force and effect.

Countersigned

N/A



Jennifer Bonds

Jennifer Bonds
 Principal

Contractors Bonding and Insurance Company

Eric Raudins
 Attorney In Fact

**OATH OF OFFICE
 (COUNTY COMMISSIONERS and COUNTY JUDGE)**

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of
 the office of _____ of the State of Texas, and will to the best of my
 ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or
 affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims
 as are expressly authorized by law and except such warrant as may issue to me as fees of office. So help me God.

 Principal

Sworn to and subscribed before me, at, _____ Texas, this _____ day of _____, _____.

SEAL

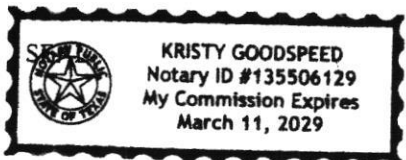
 Notary Public
 _____ County, Texas

OATH OF OFFICE
(GENERAL)

I, Jennifer Bonds, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Justice of Peace Office Clerk of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Sworn to and subscribed before me, at, Hillshoro Texas, this 23rd day of April, 2026

Jennifer Bonds Principal
Kristy Goodspeed Notary Public
Hill County, Texas



ACKNOWLEDGEMENT OF SURETY

THE STATE OF Ohio
County of Cuyahoga } ss

On this 4th day of February, 2026, before me, the undersigned officer, personally appeared Eric Raudins who acknowledged himself to be the aforesaid Attorney In Fact of the Contractors Bonding and Insurance Company, a corporation, and he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

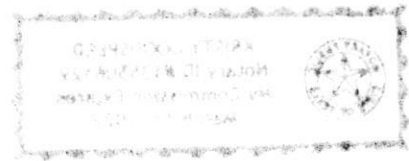
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jill A. Scott
Notary Public
Jill A. Scott County



Handwritten text at the top right of the page, possibly a date or reference number.

Handwritten text in the middle left of the page.



Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Jennifer Bonds, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Justice of the Peace Office Clerk

City and/or County: Hillsboro, Hill County

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 4/23/2026

Jennifer Bonds
Signature of Officer



Contractors Bonding and Insurance Company
P.O. BOX 3967
PEORIA, IL 61612-3967
Phone: (800) 645-2402 Fax: (309) 683-1610

Texas Policyholder Notice

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

RLI Insurance Company or CBIC Insurance Company

To get information or file a complaint with your insurance company:

Call: Bart Davis at 800-645-2402

Toll-free: 800-645-2402

Online: <https://www.rlicorp.com/contact-rli>

Email: suretyil@rlicorp.com

Mail: 9025 N. Lindbergh Drive, Peoria, IL 61615.

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



Contractors Bonding and Insurance Company
P.O. BOX 3967
PEORIA, IL 61612-3967
Phone: (800) 645-2402 Fax: (309) 683-1610

Texas Policyholder Notice

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

RLI Insurance Company or CBIC Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame: Bart Davis al 800-645-2402

Teléfono gratuito: 800-645-2402

En línea: <https://www.rlicorp.com/contact-rli>

Correo electrónico: suretyil@rlicorp.com

Dirección postal: 9025 N. Lindbergh Drive, Peoria, Il 61615.

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

POWER OF ATTORNEY
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM0962139

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the Contractors Bonding and Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Eric Raudins in the City of Broadview Heights, State of Ohio, its regularly elected Sr. Vice President, as it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on their behalf as Surety, for the following described bond.

Principal: Jennifer Bonds
Obligee: Hill Cnty Justice Of The Peace
Type Bond: Justice Of The Peace Office Clerk
Bond Amount: \$ 5,000.00
Effective Date: May 5, 2026

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

Contractors Bonding and Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of Contractors Bonding and Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the Contractors Bonding and Insurance Company has caused these presents to be executed by its Sr. Vice President with its corporate seal affixed this 4th day of February, 2026.



Contractors Bonding and Insurance Company
By Eric Raudins
Eric Raudins Sr. Vice President

State of Ohio }
County of Cuyahoga } SS

On this 4th day of February, 2026, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott Notary Public



CERTIFICATE

I, the undersigned officer of Contractors Bonding and Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the Contractors Bonding and Insurance Company this 4th day of February, 2026.

Contractors Bonding and Insurance Company
By: Christina Dean
Christina Dean Corporate Secretary



Contractors Bonding and Insurance Company
 P.O. BOX 3967
 PEORIA, IL 61612-3967
 Phone: (800) 645-2402 Fax: (309) 683-1610

Official Bond And Oath

Bond No. LSM2003604

KNOW ALL MEN BY THESE PRESENTS:

That we, Robert James Bryant, as Principal, and Contractors Bonding and Insurance Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Hill County 66th Judicial District Court in the penal sum of Five Thousand Dollars And No Cents DOLLARS (\$ 5,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal representatives firmly by these presents.

Signed this 18th day of March, 2026.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly elected appointed to the office of Csc Officer 1 State of Texas, for the term commencing on the 5th day of May, 2026.

NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

Countersigned

N/A



Robert James Bryant

[Signature]
Principal

Contractors Bonding and Insurance Company

[Signature]
Eric Raudins Attorney In Fact

**OATH OF OFFICE
 (COUNTY COMMISSIONERS and COUNTY JUDGE)**

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrant as may issue to me as fees of office. So help me God.

Principal

Sworn to and subscribed before me, at, _____ Texas, this _____ day of _____, _____.

SEAL

Notary Public
 _____ County, Texas

OATH OF OFFICE
(GENERAL)

I, Robert James Bryant, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of CSC Officer I of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

[Handwritten Signature]

Principal

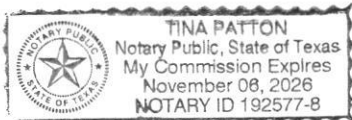
Sworn to and subscribed before me, at, Hillsboro Texas, this 23rd day of April, 2026.

[Handwritten Signature]

Notary Public

Hill County, Texas

SEAL



ACKNOWLEDGEMENT OF SURETY

THE STATE OF Ohio
County of Cuyahoga } ss

On this 18th day of March, 2026, before me, the undersigned officer, personally appeared Eric Raudins who acknowledged himself to be the aforesaid Attorney In Fact of the **Contractors Bonding and Insurance Company**, a corporation, and he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Handwritten Signature]

Notary Public
Jill A. Scott

County



JILL A. SCOTT
Notary Public, State of Ohio
My Commission Expires:
September 21, 2030

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Robert James Bryant, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: CSC Officer I

City and/or County: Hillsboro, Texas / Hill County

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 4.23.26

[Handwritten Signature]
Signature of Officer



Contractors Bonding and Insurance Company
P.O. BOX 3967
PEORIA, IL 61612-3967
Phone: (800) 645-2402 Fax: (309) 683-1610

Texas Policyholder Notice

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

RLI Insurance Company or CBIC Insurance Company

To get information or file a complaint with your insurance company:

Call: Bart Davis at 800-645-2402

Toll-free: 800-645-2402

Online: <https://www.rlicorp.com/contact-rli>

Email: suretyil@rlicorp.com

Mail: 9025 N. Lindbergh Drive, Peoria, IL 61615.

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



Contractors Bonding and Insurance Company
P.O. BOX 3967
PEORIA, IL 61612-3967
Phone: (800) 645-2402 Fax: (309) 683-1610

Texas Policyholder Notice

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

RLI Insurance Company or CBIC Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame: Bart Davis al 800-645-2402

Teléfono gratuito: 800-645-2402

En línea: <https://www.rlicorp.com/contact-rli>

Correo electrónico: suretyil@rlicorp.com

Dirección postal: 9025 N. Lindbergh Drive, Peoria, Il 61615.

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

POWER OF ATTORNEY

Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM2003604

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the Contractors Bonding and Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Eric Raudins in the City of Broadview Heights, State of Ohio, its regularly elected Sr. Vice President, as it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on their behalf as Surety, for the following described bond.

Principal: Robert James Bryant
Obligee: Hill County 66th Judicial District Court
Type Bond: Police
Bond Amount: \$ 5,000.00
Effective Date: May 5, 2026

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

Contractors Bonding and Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of Contractors Bonding and Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the Contractors Bonding and Insurance Company has caused these presents to be executed by its Sr. Vice President with its corporate seal affixed this 18th day of March, 2026.



Contractors Bonding and Insurance Company

By Eric Raudins
Eric Raudins Sr. Vice President

State of Ohio }
County of Cuyahoga } SS

CERTIFICATE

On this 18th day of March, 2026, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of Contractors Bonding and Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the Contractors Bonding and Insurance Company this 18th day of March, 2026.

By: Jill A. Scott
Jill A. Scott Notary Public

Contractors Bonding and Insurance Company

By: Christina Dean
Christina Dean Corporate Secretary



JILL A. SCOTT
Notary Public, State of Ohio
My Commission Expires:
September 22, 2030.



Date: May 12, 2026
To: Honorable Commissioners Court
From: Brad Orban, VSO
Subject: Cell Phone Office

Background

The Hill County Veteran Services Office has historically relied on a personal cell phone for official communication. However, due to recent trainings and compliance requirements related to HIPAA and Public Information laws, the need for a dedicated County-issued cell phone has been identified.

Impact on Operations

Approval of this item will provide the VSO Office with an official office cell phone, improving communication and ensuring compliance with applicable regulations.

Financial Impact

There is no anticipated financial impact associated with this request, as sufficient funds are available within the current budget.

Recommendation

It is recommended that the Court formally approve the issuance of a County cell phone for the VSO Office.

Brad Orban, Veteran Services Officer



COURT ORDER

DATE: March 12, 2026

ORDER NO: _____
STATE OF TEXAS

COUNTY OF HILL

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Hill County, Texas, held on the 12TH day of March 2026 on a motion made by _____ and seconded by _____, the following Order was adopted:

APPROVAL OF CELL PHONE FOR VETERAN SERVICES OFFICER.

DONE IN OPEN COURT this the 12TH day of March 2026

Shane Brassell
County Judge

James Holcomb
Commissioner Pct. 1

Larry Crumpton
Commissioner Pct. 2

Scotty Hawkins
Commissioner Pct. 3

Martin Lake
Commissioner Pct. 4

HILL COUNTY, TEXAS
 EXPENDITURES REPORT (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2023

100-GENERAL FUND

HEALTH & HUMAN SERVICES

% OF YEAR COMPLETED: 100.00

VETERANS SERV.OFF

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>SALARIES & BENEFITS</u>							
<u>SALARIES & WAGES</u>							
100-5-5302-1101 SALARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-5-5302-1104 DEPARTMENT HEAD SALARY	38,504.00	4,442.40	0.00	38,500.80	0.00	3.20	99.99
100-5-5302-1105 STAFF WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-5-5302-1122 COUNTY LONGEVITY	1,000.00	0.00	0.00	1,000.00	0.00	0.00	100.00
100-5-5302-1155 OVERTIME WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & WAGES	39,504.00	4,442.40	0.00	39,500.80	0.00	3.20	99.99
<u>BENEFITS</u>							
100-5-5302-1201 SOCIAL SECURITY & MEDICARE	3,022.00	344.92	0.00	3,064.17	0.00 (	42.17)	101.40
100-5-5302-1202 UNEMPLOYMENT TAX	24.00	4.52	0.00	22.36	0.00	1.64	93.17
100-5-5302-1203 RETIREMENT	3,998.00	442.47	0.00	3,997.56	0.00	0.44	99.99
100-5-5302-1204 RETIREMENT LIFE INSURANCE	138.00	15.09	0.00	140.12	0.00 (	2.12)	101.54
100-5-5302-1205 WORKERS COMP	118.00	0.00	0.00	77.52	0.00	40.48	65.69
100-5-5302-1209 HEALTH INSURANCE	10,216.00	829.98	0.00	10,194.72	0.00	21.28	99.79
TOTAL OTHER TAXES	17,516.00	1,636.98	0.00	17,496.45	0.00	19.55	99.89
TOTAL SALARIES & BENEFITS	57,020.00	6,079.38	0.00	56,997.25	0.00	22.75	99.96
<u>OPERATING EXPENSES</u>							
100-5-5302-2302 TRAINING & MILEAGE REIMB	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
100-5-5302-2303 BONDS & INSURANCE	1,200.00	0.00	0.00	347.00	0.00	853.00	28.92
TOTAL OPERATING EXPENSES	2,700.00	0.00	0.00	347.00	0.00	2,353.00	12.85
<u>SUPPLIES</u>							
100-5-5302-3101 SUPPLIES	1,000.00	533.50	0.00	1,099.91	0.00 (	99.91)	109.99
100-5-5302-3102 POSTAGE	250.00	0.00	0.00	134.24	0.00	115.76	53.70
100-5-5302-3103 SOFTWARE & MAINTENANCE	500.00	0.00	0.00	0.00	0.00	500.00	0.00
100-5-5302-3104 TELEPHONE	970.00	60.66	0.00	810.75	0.00	159.25	83.58
100-5-5302-3107 VEHICLE REPAIRS	1,500.00	0.00	0.00	112.00	0.00	1,388.00	7.47
100-5-5302-3110 MISCELLANEOUS EXPENSE	250.00	0.00	0.00	26.00	0.00	224.00	10.40
100-5-5302-3202 FUEL	3,000.00	0.00	0.00	529.64	0.00	2,470.36	17.65
TOTAL SUPPLIES	7,470.00	594.16	0.00	2,712.54	0.00	4,757.46	36.31
<u>CAPITAL OUTLAY</u>							
100-5-5302-4101 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL VETERANS SERV.OFF	67,190.00	6,673.54	0.00	60,056.79	0.00	7,133.21	89.38

HILL COUNTY, TEXAS
 EXPENDITURES REPORT (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2024

100-GENERAL FUND

HEALTH & HUMAN SERVICES

% OF YEAR COMPLETED: 100.00

VETERANS SERV.OFF

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>SALARIES & BENEFITS</u>							
<u>SALARIES & WAGES</u>							
100-5-5302-1101 SALARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-5-5302-1104 DEPARTMENT HEAD SALARY	43,226.00	4,974.88	0.00	41,885.28	0.00	1,340.72	96.90
100-5-5302-1105 STAFF WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-5-5302-1122 COUNTY LONGEVITY	1,200.00	0.00	0.00	1,100.00	0.00	100.00	91.67
100-5-5302-1155 OVERTIME WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & WAGES	44,426.00	4,974.88	0.00	42,985.28	0.00	1,440.72	96.76
<u>BENEFITS</u>							
100-5-5302-1201 SOCIAL SECURITY & MEDICARE	3,399.00	369.66	0.00	3,309.77	0.00	89.23	97.37
100-5-5302-1202 UNEMPLOYMENT TAX	80.00	8.79	0.00	34.04	0.00	45.96	42.55
100-5-5302-1203 RETIREMENT	4,496.00	503.47	0.00	4,333.12	0.00	162.88	96.38
100-5-5302-1204 RETIREMENT LIFE INSURANCE	124.00	16.93	0.00	146.25	0.00	(22.25)	117.94
100-5-5302-1205 WORKERS COMP	739.00	36.23	0.00	144.92	0.00	594.08	19.61
100-5-5302-1209 HEALTH INSURANCE	12,501.00	845.86	0.00	9,976.74	0.00	2,524.26	79.81
TOTAL OTHER TAXES	21,339.00	1,780.94	0.00	17,944.84	0.00	3,394.16	84.09
TOTAL SALARIES & BENEFITS	65,765.00	6,755.82	0.00	60,930.12	0.00	4,834.88	92.65
<u>OPERATING EXPENSES</u>							
100-5-5302-2302 TRAINING & MILEAGE REIMB	1,500.00	0.00	0.00	15.00	0.00	1,485.00	1.00
100-5-5302-2303 BONDS & INSURANCE	1,200.00	0.00	0.00	447.00	0.00	753.00	37.25
TOTAL OPERATING EXPENSES	2,700.00	0.00	0.00	462.00	0.00	2,238.00	17.11
<u>SUPPLIES</u>							
100-5-5302-3101 SUPPLIES	1,000.00	13.80	0.00	462.59	0.00	537.41	46.26
100-5-5302-3102 POSTAGE	250.00	14.52	0.00	85.14	0.00	164.86	34.06
100-5-5302-3103 SOFTWARE & MAINTENANCE	750.00	0.00	0.00	0.00	0.00	750.00	0.00
100-5-5302-3104 TELEPHONE	970.00	55.02	0.00	665.05	0.00	304.95	68.56
100-5-5302-3107 VEHICLE REPAIRS	1,500.00	50.00	0.00	309.76	0.00	1,190.24	20.65
100-5-5302-3110 MISCELLANEOUS EXPENSE	250.00	0.00	0.00	129.22	0.00	120.78	51.69
100-5-5302-3202 FUEL	3,000.00	151.72	0.00	1,735.15	0.00	1,264.85	57.84
TOTAL SUPPLIES	7,720.00	285.06	0.00	3,386.91	0.00	4,333.09	43.87
<u>CAPITAL OUTLAY</u>							
100-5-5302-4101 CAPITAL OUTLAY	37,000.00	0.00	0.00	36,966.96	0.00	33.04	99.91
TOTAL CAPITAL OUTLAY	37,000.00	0.00	0.00	36,966.96	0.00	33.04	99.91
TOTAL VETERANS SERV.OFF	113,185.00	7,040.88	0.00	101,745.99	0.00	11,439.01	89.89

EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

100-GENERAL FUND
HEALTH & HUMAN SERVICES
VETERANS SERV.OFF
% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES
CURRENT BUDGET
CURRENT PERIOD
PRIOR YEAR
PO ADJUST.
ACTUAL
Y-T-D
ENCUMBRANCE
BALANCE
BUDGET
% OF

SALARIES & BENEFITS

100-5-5302-1101 SALARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-5-5302-1104 DEPARTMENT HEAD SALARY	43,226.00	5,441.12	43,363.52	0.00	43,363.52	0.00	(	137.52)	100.32
100-5-5302-1105 STAFF WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-5-5302-1122 COUNTY LONGEVITY	1,200.00	0.00	1,200.00	0.00	1,200.00	0.00	0.00	0.00	100.00
100-5-5302-1155 OVERTIME WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & WAGES	44,426.00	5,441.12	44,563.52	0.00	44,563.52	0.00	(	137.52)	100.31

BENEFITS

100-5-5302-1201 SOCIAL SECURITY & MEDICARE	3,399.00	361.90	3,268.17	0.00	3,268.17	0.00	0.00	130.83	96.15
100-5-5302-1202 UNEMPLOYMENT TAX	80.00	17.88	68.67	0.00	68.67	0.00	0.00	11.33	85.84
100-5-5302-1203 RETIREMENT	4,496.00	550.65	4,509.90	0.00	4,509.90	0.00	(	13.90)	100.31
100-5-5302-1204 RETIREMENT LIFE INSURANCE	124.00	15.24	131.41	0.00	131.41	0.00	(	7.41)	105.98
100-5-5302-1205 WORKERS COMP	739.00	20.35	81.40	0.00	81.40	0.00	0.00	657.60	11.01
100-5-5302-1209 HEALTH INSURANCE	12,501.00	1,479.84	12,840.30	0.00	12,840.30	0.00	(	339.30)	102.71
TOTAL OTHER TAXES	21,339.00	2,445.86	20,899.85	0.00	20,899.85	0.00	0.00	439.15	97.94

OPERATING EXPENSES

100-5-5302-2302 TRAINING & MILEAGE REIMB	1,500.00	264.44	264.44	0.00	264.44	0.00	0.00	1,235.56	17.63
100-5-5302-2303 BONDS & INSURANCE	1,200.00	76.00	493.00	0.00	493.00	0.00	0.00	707.00	41.08
TOTAL OPERATING EXPENSES	2,700.00	340.44	757.44	0.00	757.44	0.00	0.00	1,942.56	28.05

SUPPLIES

100-5-5302-3101 SUPPLIES	1,000.00	0.00	815.27	0.00	815.27	0.00	0.00	184.73	81.53
100-5-5302-3102 POSTAGE	250.00	145.25	322.90	0.00	322.90	0.00	(	72.90)	129.16
100-5-5302-3103 SOFTWARE & MAINTENANCE	750.00	0.00	495.00	0.00	495.00	0.00	0.00	255.00	66.00
100-5-5302-3104 TELEPHONE	970.00	86.00	728.49	0.00	728.49	0.00	0.00	241.51	75.10
100-5-5302-3107 VEHICLE REPAIRS	1,500.00	0.00	555.22	0.00	555.22	0.00	0.00	944.78	37.01
100-5-5302-3110 MISCELLANEOUS EXPENSE	250.00	18.00	18.00	0.00	18.00	0.00	0.00	232.00	7.20
100-5-5302-3202 FUEL	3,000.00	18.44	1,846.23	0.00	1,846.23	0.00	0.00	1,153.77	61.54
TOTAL SUPPLIES	7,720.00	267.69	4,781.11	0.00	4,781.11	0.00	0.00	2,938.89	61.93

CAPITAL OUTLAY

100-5-5302-4101 CAPITAL OUTLAY	37,000.00	0.00	0.00	0.00	0.00	0.00	0.00	37,000.00	0.00
TOTAL CAPITAL OUTLAY	37,000.00	0.00	0.00	0.00	0.00	0.00	0.00	37,000.00	0.00

TOTAL VETERANS SERV.OFF

TOTAL VETERANS SERV.OFF	113,185.00	8,495.11	71,001.92	0.00	71,001.92	0.00	0.00	42,183.08	62.73
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HILL COUNTY COMMISSIONERS COURT BRIEF

Date: May 6, 2026

Requested Court Date: May 12, 2026

To: Honorable Commissioners Court

From / Office: April Torres, Indigent Healthcare Coordinator

Agenda Item Title Requested: Office Cell Phone

Background: During my tenure in the Hill County Indigent Healthcare Office I have consistently utilized my personal cell phone for business purposes outside of business hours for Indigent Healthcare, Inmate Medical Care and Indigent Burial. However, it has come to my attention that due to compliance requirements related to HIPPA and Public Information Laws, the need for a dedicated County issued cell phone has been identified.

Operational Impact: Approval of this item will provide the Indigent Healthcare Office with an official cell phone, improving communication and ensuring compliance with all applicable State and Federal regulations.

Financial Impact: There is no anticipated financial impact associated with this request, as sufficient funds are available within the current budget.

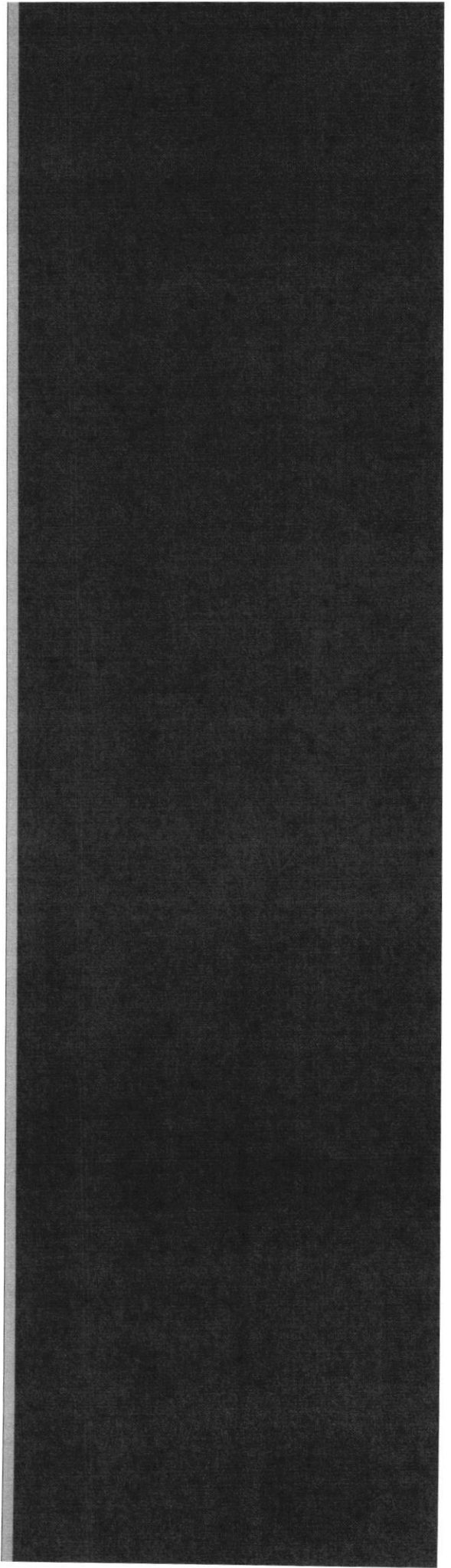
Recommendation / Requested Action: It is recommended that the Court formally approve the issuance of a County cell phone for the Indigent Healthcare Office.

April Torres, Coordinator

Hill County Indigent Healthcare

Section 3 Presentation

Hill County





Hill County recently received the following grant award:

- Grant Contract No. CDV23-0507
- Award Amount: \$500,000.00
- Project: Post Oak SUD Water Line improvements



The grant is funded through the
Community Development Block Grant, via:

- U.S. Department of Housing and Urban
Development

and

- Texas Department of Agriculture



Section 3 Concepts

- As a condition of funding, Hill County must comply with Section 3 of the Housing and Urban Development Act of 1968.
- To the greatest extent feasible, Grant Recipients must direct economic opportunities generated by CDBG funds to low- and very low-income persons.



Section 3 Concepts

In part, this means ensuring that:

- Section 3 Businesses have the information to submit a bid or proposal for the project; and
- Section 3 Workers have information about any available job opportunities related to the project.

For precise definitions, see TxCDBG Policy Issuance 20-01



Section 3 Business

A company may qualify as a Section 3 Business if:

- it is owned by low-income persons;
- it is owned by Section 8-Assisted housing residents; or
- 75% of all labor hours for the business in a 3 month period are performed by Section 3 Workers



Section 3 Business

This project is expected to include the following contracting opportunities:

- Grant Administration services (previously selected)
- Engineering Services (previously selected)
- Prime Contractor for Water Line improvements



Section 3 Worker

You may qualify as a Section 3 Worker if:

- Your annual income is below the county threshold for your family size:
- You are a current or recent Youthbuild participant

Register your information and search for opportunities at:

- WorkInTexas.gov
- easttexasworkforce.org/anderson-county



Recordkeeping

Hill County will track all hours worked on the project based on the three categories of workers.

This will require collection of certain income information.





For More Information

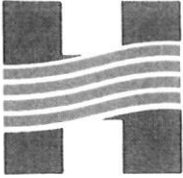
TxCDBG Policy Issuance 20-01

[REVISED Policy Issuance 20-01 Section 3 v1.pdf](#)
texasagriculture.gov

24 CFR Part 75

[Electronic Code of Federal Regulations \(eCFR\)](#)

April Jackson, City Secretary can provide more information upon request.



HAYES ENGINEERING, INC.

Texas Registered Engineering Firm F-1465 www.hayesengineering.net
2126 ALPINE RD. LONGVIEW, TX 75601-3401
V 903.758.2010 F 903.758.2099

April 27, 2026

The Honorable Shane Brassell
Hill County
1 N. Waco Street
Hillsboro, TX 76645


RE: Hill County TxCDBG #CDV23-0507 Water System Improvements
for Post Oak SUD

Dear Judge Brassell,

Please find enclosed one copy of the bid tabulation for the referenced project. I recommend award to the low bidder, Mathis Construction Services, for their Base Bid in the amount of \$356,248.00. Post Oak SUD recommended award to the low bidder for the base bid at their board meeting on April 20th 2026. Awarding the low bid will have a surplus in grants funds of \$54,297. I recommend extending the proposed 4" water main until the surplus funds have been used.

If you have any questions or comments, please advise.

Sincerely,
Hayes Engineering, Inc.


Landon White, P.E.
Project Manager

Hill County TXCDBG CDV23-0507
Water System Improvements for Post Oak SUD
Friday, April 17, 2026
BID TABULATION

ITEM	DESCRIPTION	QTY	UNIT	Mathis Construction Services Mar 17, 2026		S-Co Incorporated April 17, 2026		8-28 Excavation LLC Mar 17, 2026		WR Utilities & Excavation LLC Hubert, TX		McKinney & Meers of Texas, LLC Bullard, TX		Whitney Underground Utilities, Inc. Valley Mills, TX	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
General Items															
1	Mobilization	1	LS	\$12,000.00	\$12,000.00	\$17,000.00	\$17,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$65,775.31	\$65,775.31	\$20,000.00	\$20,000.00
2	Traffic control & barricades	1	LS	\$7,000.00	\$7,000.00	\$650.00	\$650.00	\$200.00	\$200.00	\$4,500.00	\$4,500.00	\$8,526.78	\$8,526.78	\$2,000.00	\$2,000.00
3	Storm water pollution prevention & erosion control per City & TCEQ requirements	1	LS	\$3,000.00	\$3,000.00	\$1,300.00	\$1,300.00	\$100.00	\$100.00	\$3,500.00	\$3,500.00	\$21,737.06	\$21,737.06	\$4,000.00	\$4,000.00
4	Trench safety	1	LS	\$7,000.00	\$7,000.00	\$1,300.00	\$1,300.00	\$100.00	\$100.00	\$4,000.00	\$4,000.00	\$7,355.90	\$7,355.90	\$3,000.00	\$3,000.00
5	Landscaping (including hydromulch)	1	LS	\$4,500.00	\$4,500.00	\$3,850.00	\$3,850.00	\$8,000.00	\$8,000.00	\$2,500.00	\$2,500.00	\$37,289.11	\$37,289.11	\$8,000.00	\$8,000.00
Water Items															
1	Furnish & install 4" water main	19,200	LF	\$11.34	\$217,728.00	\$11.35	\$217,920.00	\$269,880.00	\$269,880.00	\$16.80	\$322,560.00	\$11.16	\$214,272.00	\$18.00	\$345,600.00
2	Dry bore & install 4" water main in 8" x 0.25" steel encasement pipe	60	LF	\$73.00	\$4,380.00	\$207.00	\$12,420.00	\$14,100.00	\$14,100.00	\$100.00	\$6,000.00	\$547.76	\$32,865.60	\$100.00	\$6,000.00
3	Directional bore & install 4" restrained joint pipe water main	300	LF	\$35.00	\$10,500.00	\$43.00	\$12,900.00	\$22,000.00	\$22,000.00	\$50.00	\$15,000.00	\$18.40	\$5,520.00	\$80.00	\$24,000.00
4	Bore 4" water main under drives	200	LF	\$40.00	\$8,000.00	\$108.00	\$21,600.00	\$17,666.00	\$17,666.00	\$60.00	\$12,000.00	\$52.94	\$10,588.00	\$60.00	\$12,000.00
5	Furnish & install 1" service line	2,430	LF	\$10.00	\$24,300.00	\$6.80	\$16,524.00	\$16,572.00	\$16,572.00	\$3.00	\$7,290.00	\$12.59	\$30,593.70	\$14.00	\$34,020.00
6	Locate & tie into existing 8" water main w/ 8"x4" tapping sleeve & valve w/box	1	EA	\$5,000.00	\$5,000.00	\$3,115.00	\$3,115.00	\$5,900.00	\$5,900.00	\$6,500.00	\$6,500.00	\$7,244.24	\$7,244.24	\$6,000.00	\$6,000.00
7	Locate & tie into existing 2" water main, including necessary fittings	2	EA	\$2,000.00	\$4,000.00	\$600.00	\$1,200.00	\$5,500.00	\$5,500.00	\$4,750.00	\$9,500.00	\$1,802.97	\$3,605.94	\$4,000.00	\$8,000.00
8	Furnish & install short side water service reconnect	4	EA	\$600.00	\$2,400.00	\$1,510.00	\$6,040.00	\$5,800.00	\$5,800.00	\$2,000.00	\$8,000.00	\$800.37	\$3,201.48	\$1,200.00	\$4,800.00
9	Furnish & install long side water service reconnect	4	EA	\$1,900.00	\$7,600.00	\$2,750.00	\$11,000.00	\$7,800.00	\$7,800.00	\$2,500.00	\$10,000.00	\$2,556.69	\$10,226.76	\$4,000.00	\$16,000.00
10	Furnish & install water connection w/ water meter	6	EA	\$1,900.00	\$11,400.00	\$1,392.00	\$8,352.00	\$11,800.00	\$11,800.00	\$1,875.00	\$11,250.00	\$757.85	\$4,547.10	\$1,000.00	\$6,000.00
11	Furnish & install 4" gate valve w/ adjustable valve box	5	EA	\$1,500.00	\$7,500.00	\$1,785.00	\$8,925.00	\$11,557.00	\$11,557.00	\$3,400.00	\$17,000.00	\$1,800.41	\$9,002.05	\$1,500.00	\$7,500.00
12	Furnish & install 2" gate valve w/ adjustable valve box	3	EA	\$1,200.00	\$3,600.00	\$895.00	\$2,685.00	\$4,233.00	\$4,233.00	\$2,100.00	\$6,300.00	\$1,451.97	\$4,355.91	\$3,500.00	\$10,500.00
13	Furnish & install 2" flush hydrant assembly	3	EA	\$1,500.00	\$4,500.00	\$2,200.00	\$6,600.00	\$7,233.00	\$7,233.00	\$2,750.00	\$8,250.00	\$2,074.60	\$6,223.80	\$3,500.00	\$10,500.00
14	Testing & sterilization of water mains	1	LS	\$5,640.00	\$5,640.00	\$10,322.00	\$10,322.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$21,737.06	\$21,737.06	\$4,000.00	\$4,000.00
				TOTAL AMOUNT "BASE BID"		\$ 363,703.00		\$ 430,941.00		\$ 466,650.00		\$ 504,467.80		\$ 531,920.00	

HAYES ENGINEERING, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1485



Landon C. White, P.E.
Project Engineer

4/17/2026

Error Found in Bid by Hayes Engineering



Rachel Parker <rparker@co.hill.tx.us>

Modification W9126G25P0025P00001 Hill County Increased Law Enforcement, Three Rivers Region, Aquilla and Whitney Lakes, Texas

Godlewski, Sally McCarthy CIV USARMY CESWD (USA) <Sally.M.Godlewski@usace.army.mil>

Thu, Mar 26, 2026 at 2:22 PM

To: "rparker@co.hill.tx.us" <rparker@co.hill.tx.us>

Cc: "TWESTMORELAND@CO.HILL.TX.US" <TWESTMORELAND@co.hill.tx.us>, "Lewis, Shenika M (Mechelle) MAJ USARMY CESWF (USA)" <Shenika.M.Lewis@usace.army.mil>

Good Afternoon Rachel Parker,

Attached for your signature is a De-obligation Modification for the base year of contract W9126G25P0025P00001, for Hill County Increased Law Enforcement, Three Rivers Region, Aquilla and Whitney Lakes, Texas. If you recall, the de-obligation of funds is due to a shift being missed during the period of performance.

Please sign and date in blocks 15A, 15B and 15C and return the signed copy to me as soon as is possible. A fully executed copy will be sent to you after the Contracting Officer then signs the document.

Please contact me if you have any questions or concerns. Thank you for supporting the mission of USACE.

Very Respectfully,

Sally

Sally McCarthy Godlewski

Contract Specialist

Civil Operations

Fort Worth District

U.S. Army Corps of Engineers

sally.m.godlewski@usace.army.mil

817-647-7998

Building Strong®

U.S. Army Corps of Engineers

Modification W9126G25P0025P00001 SF 30.pdf
3930K

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
J

PAGE 1 OF 5 PAGES

2. AMENDMENT/MODIFICATION NUMBER
P00001

3. EFFECTIVE DATE
27 APR 2026

4. REQUISITION/PURCHASE REQUISITION NUMBER
W45XMA50375081

5. PROJECT NUMBER (If applicable)

6. ISSUED BY
CODE
W9126G

7. ADMINISTERED BY (If other than Item 6)
CODE

W076 ENDIST FT WORTH
KO CONTRACTING DIVISION, 819 TAYLOR ST BOX 17300
FORT WORTH, TX 76102-6124
UNITED STATES
SALLY GODLEWSKI, CONTRACT SPECIALIST, EMAIL: SALLY.M.
GODLEWSKI@USACE.ARMY.MIL TELEPHONE: 817-647-7998

SCD: PAS:

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)

COUNTY OF HILL
1 N WACO ST
HILLSBORO, TX 76645-2145
UNITED STATES
CHIEF DEPUTY TIM WESTMORELAND, CHIEF DEPUTY, EMAIL: TWESTMORELAND@CO.HILL.TX.US
TELEPHONE: (214) 949-9868

9A. AMENDMENT OF SOLICITATION NUMBER

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NUMBER
W9126G25P0025

10B. DATED (SEE ITEM 13)
02 MAY 2025

CODE 313Q9 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.
If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G - CONTRACT ADMINISTRATION DATA


**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.212-4 Changes

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
See Schedule

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Sharon Bressell County Judge	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHENIKA M. LEWIS
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4/14/26
16B. UNITED STATES OF AMERICA Shenika M. Lewis (Signature of Contracting Officer)	16C. DATE SIGNED 04/14/2026

Previous edition unusable

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Block 14 (Description of Amendment/Modification): Contract No. W9126G25P0025 P00001, Modification to De-obligate funds in the amount of \$1,319.20 from the base year of the contract, Period of Performance 02-MAY-2025 to 01-SEP-2025.

The contract for Hill County Increased Law Enforcement, Three Rivers Region, Aquilla and Whitney Lakes, Texas is hereby modified as follows:

1. **STATEMENT OF CHANGE:** There is an unliquidated amount of \$1,319.20 being de-obligated from the total contract value.
2. Due to work not performed by the contractor due to a shift being missed during the contract period of performance where parks were not accessible, services in the amount of \$1,319.20 were not performed during the period of performance 02 May 2025 to 01 September 2025.
3. The base period amount for all CLINs is \$43,533.60. That amount is reduced by the total de-obligation amount of \$1,319.20 to \$42,214.40.
4. The amounts of each CLIN are modified as follows: CLIN 101 is reduced by \$906.95 and CLIN 102 is reduced by \$412.25.
5. CLIN 101 is reduced by \$906.95, from \$24,735.00 to \$23,828.05 and CLIN 102 is reduced by \$412.25, from \$18,798.60 to \$18,386.35.
6. The base contract awarded 528 hours which is now reduced by 16 hours from 528 hours to 512 hours. CLIN 101 is reduced by a quantity of 11 hours. CLIN 102 is reduced by a quantity of 5 hours.

All other terms and conditions remain unchanged and in full effect. The modification becomes effective the date of the contracting officer's signature.

Contracting Officer Statement:

Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO) or Administrative Contracting Officer (ACO), acting within their appointed limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract, you shall not proceed with the change and shall immediately notify the Contracting Officer.

Solicitation/Contract Form

The following changes have been made:

INFORMATION	FROM	TO
North American Industry Classification System (NAICS)	922120	
Contractor	COUNTY OF HILL 1 N WACO ST HILLSBORO, TX 76645-2145 US Cage: 313Q9 UEI: DG1HJ7LEZNC5	COUNTY OF HILL 1 N WACO ST HILLSBORO, TX 76645-2145 UNITED STATES Cage: 313Q9 UEI: DG1HJ7LEZNC5
Paying Office	W916TX USACE FINANCE CENTER MILLINGTON 5722 INTEGRITY DR BLD 787 MILLINGTON, TN 38054-5005 US	W916TX W1J5 USACE FIN CTR 5722 INTEGRITY DRIVE, BUILDING 787 MILLINGTON, TN 38054-5005 UNITED STATES
Contract Administrative Office	W9126G US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, CT OFC RM 2A17 FORT WORTH, TX 76102-0300 US	W9126G W076 ENDIST FT WORTH KO CONTRACTING DIVISION, 819 TAYLOR ST BOX 17300 FORT WORTH, TX 76102-6124 UNITED STATES
Party to receive Invoice	W916TX USACE FINANCE CENTER MILLINGTON 5722 INTEGRITY DR BLD 787 MILLINGTON, TN 38054-5005 US	

Supplies or Services & Prices or Costs

As a result of this modification, the total amount was decreased by USD 1,319.20 from USD 43,533.60 to USD 42,214.40.

The following CLIN(s) / SLIN(s) / ELIN(s) were modified:

0001

INFORMATION	FROM	TO	CHANGED BY
Quantity	528	512	-16
Unit Price	USD 82.45	USD 82.45	
Amount	USD 43,533.60	USD 42,214.40	USD -1,319.20
Firm Price	USD 43,533.60	USD 42,214.40	USD -1,319.20

000101

INFORMATION	FROM	TO	CHANGED BY
Funded Amount	USD 24,735.00	USD 23,828.05	USD -906.95

000102

INFORMATION	FROM	TO	CHANGED BY
Funded Amount	USD 18,798.60	USD 18,386.35	USD -412.25

Description/Specifications/Statement of Work

The Requirements text has been modified to:

Contract No. W9126G25P0025 P00001, Modification to De-obligate funds in the amount of \$1,319.20 from the base year of the contract for Hill County Increased Law Enforcement, Three Rivers Region, Aquilla and Whitney Lakes, Texas

The following Reference changes for this section have been made:

INFORMATION	FROM	TO
North American Industry Classification System (NAICS)		922120

Contract Administration Data

As a result of this modification, the total obligated amount was decreased by USD 1,319.20 from USD 43,533.60 to USD 42,214.40.

The following ACRNs were added or modified:

As a result of this modification, ACRN AA was decreased by USD 906.95 from USD 24,735.00 to USD 23,828.05.
As a result of this modification, ACRN AB was decreased by USD 412.25 from USD 18,798.60 to USD 18,386.35.

ACRN	LOA				Total Amount Changed
AA	96X31230000 082455 254025K464019920 NA 96412				USD -906.95
	Line Item	PR/MIPR - PR Line Item#	CIN	Amount	
	INFOSLIN 000101	W45XMA503750 81 - 0003	W45XMA50375 0810003	USD -906.95	
AB	96X31230000 082455 25402K020G074786 NA 96412				USD -412.25
	Line Item	PR/MIPR - PR Line Item#	CIN	Amount	
	INFOSLIN 000102	W45XMA503750 81 - 0004	W45XMA50375 0810004	USD -412.25	



Date: May 12, 2026
To: Honorable Commissioners Court
From: Rachel Parker, Hill County Treasurer
Subject: April 2026 Monthly Bank Balances

Background

The Treasurer's Monthly Report includes, but is not limited to, money received and disbursed and all other proceedings in the treasurer's office that pertain to the Financial Standing of Hill County. {LGC 114.026(a)(b)} The amount of the cash and other assets that are in the custody of the county treasurer at the time of the examination is {LGC 114.026(d)} \$6,857,080.71

Impact on Operations

Approval of monthly bank balances will keep us in compliance with Local Government Code.

Financial Impact

There is no anticipated financial impact associated with the bank balances.

Recommendation

It is recommended that the Court formally approve the monthly bank balances.

Rachel Parker, Hill County Treasurer



COURT ORDER

ORDER NO: _____

DATE: May 12, 2026

STATE OF TEXAS §

COUNTY OF HILL §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Hill County, Texas, held on the 12th day of May 2026 on a motion made by _____ and seconded by _____, the following Order was adopted:

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that at the Regular term of Court, we compared and examined the monthly report of Rachel Parker, Treasurer of Hill County, for APRIL 2026, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$6,857,080.71

DONE IN OPEN COURT this the 12th day of May 2026.

Shane Brassell
County Judge

James Holcomb
Commissioner Pct. 1

Larry Crumpton
Commissioner Pct. 2

Scotty Hawkins
Commissioner Pct. 3

Martin Lake
Commissioner Pct. 4

**Monthly Bank Balance
Apr-26**

<u>Account Name</u>	<u>Fund</u>	<u>Opening</u>	<u>Difference (Net)</u>	<u>Closing</u>
Citizens State Bank				
Money Market Account 656	107	\$ 169,495.64	\$ 125.38	\$ 169,621.02
Justice of the Peace #4- Itasca 844	702	\$ 16,839.95	\$ (1,048.33)	\$ 15,791.62
Justice of the Peace #3 - Malone 244	703	\$ 14,015.67	\$ (5,009.95)	\$ 9,005.72
Justice of the Peace #1-Whitney 286	704	\$ 16,621.34	\$ (5,040.01)	\$ 11,581.33
Sub-Total		\$ 216,972.60	\$ (10,972.91)	\$ 205,999.69
Wells Fargo Bank				
PCA 681	105	\$ 199,107.44	\$ 376,747.90	\$ 575,855.34
Grants 124	121	\$ 0.21	\$ -	\$ 0.21
JCA 699	229	\$ 45,212.68	\$ 110,668.62	\$ 155,881.30
Sheriff Forf 632	233/234	\$ 1,978.23	\$ 0.78	\$ 1,979.01
DA Seizure 624	237	\$ 60,262.31	\$ 23.78	\$ 60,286.09
DA HCR 828	252	\$ 12,770.99	\$ 79.36	\$ 12,850.35
District Clerk ODY 764	715	\$ 1,916,455.86	\$ 135,333.28	\$ 2,051,789.14
911 FLOOD PLAINS 403	730	\$ 18,525.00	\$ (150.00)	\$ 18,375.00
CC Credit Cards 349	720	\$ 96,993.44	\$ (41,246.14)	\$ 55,747.30
General Fund 608	995	\$ 2,999,176.94	\$ (282,326.36)	\$ 2,716,850.58
JP #2- Hillsboro 707	996	\$ 17,953.49	\$ 592.07	\$ 18,545.56
Juvenile Prob 616	997	\$ 612,817.53	\$ 74,315.66	\$ 687,133.19
Adult Prob 640	998	\$ 289,838.12	\$ (67,537.12)	\$ 222,301.00
APCA 715	999	\$ 180,679.48	\$ (107,192.53)	\$ 73,486.95
Sub-Total		\$ 6,451,771.72	\$ 199,309.30	\$ 6,651,081.02
TX Class				
TX Class 0001	109	\$ 6,042,859.90	\$ 3,022,194.15	\$ 9,065,054.05
TX Class 0002 Adult Probation	290	\$ 306,801.64	\$ 953.21	\$ 307,754.85
Sub-Total		\$ 6,349,661.54	\$ 3,023,147.36	\$ 9,372,808.90
Total Cash		\$ 6,668,744.32	\$ 188,336.39	\$ 6,857,080.71

I hereby swear and/or affirm that the foregoing balances were in the custody of the Treasurers' Office as of April 30th, 2026

As required by Local Government Code, section 114.026, subsection d.

County Treasurer

_____ Date

County Judge

_____ Date

Commissioner Precinct #1

_____ Date

Commissioner Precinct #2

_____ Date

Commissioner Precinct #3

_____ Date

Commissioner Precinct #4

_____ Date

County Clerk

_____ Date



Date: May 12, 2026
To: Honorable Commissioners Court
From: Rachel Parker, Treasurer
Subject: Anco/Hub International Broker for RFP

Background

Anco/Hub International has served as the County's broker of record for health, dental, vision, and ancillary benefit programs since 2021. On an annual basis, the County undertakes a competitive procurement process for these services, with Anco/Hub International facilitating the Request for Proposals (RFP) process in accordance with applicable procurement requirements.

Impact on Operations

Approval of this item will authorize the continued engagement of Anco/Hub International to administer and facilitate the RFP process, thereby ensuring the County's ability to solicit, receive, and evaluate competitive proposals for its employee benefit programs.

Financial Impact

There is no direct fiscal impact associated with approval of this item.

Recommendation

It is recommended that the Court approve the Texas Top Utilizers report for execution, thereby authorizing the initiation of the competitive procurement process to obtain proposals for the County's healthcare and ancillary benefit coverage.

A handwritten signature in cursive script that reads "Rachel Parker". The signature is written in black ink and is positioned above a horizontal line.

Rachel Parker, County Treasurer



COURT ORDER

ORDER NO: _____
STATE OF TEXAS §
COUNTY OF HILL §

DATE: 05/12/2026

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Hill County, Texas, held on the 12th day of May 2026 on motion made

by _____ and seconded by _____,

the following Order was adopted:

Approval for ANCO as our Broker for Ancillary Services to obtain RFP for services.

Group Medical
Dental
Vision
Basic Life & AD&D
Voluntary Life & AD&D
Short Term Disability
Long Term Disability
Critical Illness
Accident
Cancer
Hospital Indemnity
Emergency Transportation
Whole Life
MERP
Premium Saver
Tele Med
Cobra Insurance Program

for October 1, 2026 to September 30, 2027

DONE IN OPEN COURT this, the 12th day of May, 2026

Shane Brassell
County Judge

James Holcomb
Commissioner Pct. 1

Larry Crumpton
Commissioner Pct. 2

Scotty Hawkins
Commissioner Pct. 3

Martin Lake
Commissioner Pct. 4

Texas: Top Utilizers Over \$15,000 Request Form

Oklahoma: Top Claims Over \$10,000 Request Form

BCBS Group Number(s): 347487

BCBS Account Number: 347487

BLUE CROSS & BLUE SHIELD

Re: Request for Reporting of Claims Information Under Texas Insurance Code; Chapter 1215 & Oklahoma Statutes Citationized: Title 36. Insurance; Section 4512 - Insured Employer Health Benefit Plan - 20 or More Employees

Texas: Please provide a Top Utilizers report, information pursuant to Texas Insurance Code Sec. 1215.003, which includes a list of claimants for any individual whose total paid claims exceed \$15,000 during the 12-month period preceding the date of the report or the entire coverage period, which ever is shorter.

Oklahoma: Please provide a Top Claims report, information pursuant to Oklahoma Statutes Citationized Title 36, Section 4512 for claims paid exceeding \$10,000 during the 12-month period preceding the date of the report or the entire coverage period, which ever is shorter.

Provide this information in electronic format to the following person:

Name of Recipient: Kelly Coppock Email address of Recipient: kelly.coppock@hubinternational.com

Account requests that a copy of this report go to the Account's Broker of Record.

Statement of Certification for TX Chapter 1215 Reports & OK Section 4512 (SELECT ONLY ONE)

In order for Blue Cross Blue Shield to provide detailed reports of this nature containing Protected Health Information (PHI), the Group Health Plan must provide a HIPAA Certification. We have chosen the following checked option:

- Hill County** ("Plan Sponsor") the sponsor of **Hill County** ("Group Health Plan") Asks that the certification previously provided to BCBS as part of the executed Self-funded Group Health Plan Business Associate Agreement (BAA) or the Insured Group Health Plan Certification documentation be used to provide this report.
- Hill County** ("Plan Sponsor") the sponsor of **Hill County** ("Group Health Plan") hereby certifies that it has complied with the HIPAA Privacy protections and requirements of 45 Code of Federal Regulations § 164.504(f)(2) and that Plan Sponsor will safeguard and limit the use and disclosure of protected health information that the Plan Sponsor may receive from the Group Health Plan to perform the plan administrative functions.

Additional Statements

Plan Sponsor acknowledges that if BCBSTX or BCBSOK releases information, including protected health information, pursuant to this request it is doing so in accordance with Sec. 1215.005 of the Texas Insurance Code or Oklahoma Title 36. Insurance; Insurance Code Article 45 - Group and Blanket Accident and Health Insurance; Section 4512 and as such is not in violation of a standard of care and is not liable for civil damages resulting from, and is not subject to criminal prosecution for, releasing that information.

Group Health Plan and Plans Sponsor are solely responsible for their compliance to HIPAA Privacy and Security Rules. In the event that GROUP HEALTH PLAN fails to fulfill its obligations under HIPAA, including amending Plan Documents pursuant to HIPAA, unauthorized Use or Disclosure of PHI or any material failure in security measures affecting PHI by any person or entity under the GROUP HEALTH PLAN or Plan Sponsor's control, then Plan Sponsor hereby agrees to indemnify and will hold harmless Blue Cross and Blue Shield of Texas (and any of its officers, directors or employees) from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any such failure on the part of the GROUP HEALTH PLAN or Plan Sponsor.

Signature (Signature of person from the account that has appropriate signature authority): _____

Printed Name (Person signing the form): _____

Title: _____

Date: _____



County of Hill State of Texas

REQUEST FOR PROPOSALS
to include

Group Medical and Related Insurance Benefits
for period of
October 1, 2026 until September 30, 2027

HILL COUNTY, TEXAS
REQUEST FOR PROPOSALS
GROUP MEDICAL & RELATED INSURANCE BENEFITS

From:
Hill County Judge's Office
80 N. Waco St.
Hillsboro, TX 76645
Phone: 254-582-4020

SECTION I: Request for Proposal

Proposals are solicited for furnishing Hill County with a Group Medical Insurance \$40 PEPM or 5%. Centro Benefits will be quoting all ancillary lines on behalf of Anco Insurance: Dental, Vision, Base Life & AD&D, Voluntary Life & AD&D, Short-Term Disability, Long-Term Disability, Critical Illness, Accident, Cancer, Hospital Indemnity, Emergency Transportation, Whole Life, MERP, Premium Saver, legal & Protections, Tele Med will also be quoted for employees and dependents as set forth in this proposal request for a period of October 1, 2026 through September 30, 2027, in accordance with the following conditions. Proposals are also solicited to include a COBRA Administration program. Please bid each coverage separately. You may request additional copies of this packet from the Human Resource's office or make copies for each product for which you are sending a proposal. This Request for Proposals (RFP) is for the purpose of soliciting insurance proposals in accordance with Texas Local Government Code Chapter 262.030 Alternative Competitive Proposal Procedure for Certain Goods and Services.

Proposals must be submitted to the County Judge's Office, c/o Rachel Parker, 80 N. Waco St, Hillsboro, TX 76645, no later than 2:00 P.M., Tuesday, June 26, 2026. Proposals must be sealed and clearly marked "Group Medical Insurance Proposal" a total of 6 paper copies is required. Electronic transmission proposals will not be accepted. Proposals will be opened in the County Judges Office on Tuesday, June 26, 2026 at 2:15 P.M. Proposals are scheduled to be awarded no later than July 14, 2026. Anco Insurance, a HUB International Company will be negotiating the premiums with all bidders. If you have any questions regarding the RFP, please contact Anco Insurance, a HUB International Company, at 979-776-2626.

SECTION II: General Information

1. HILL COUNTY RESERVES THE RIGHT TO REFUSE ANY OR ALL PARTS OF ANY OR ALL BIDS/PROPOSALS, TO WAIVE TECHNICALITY AND TO ACCEPT THE BID/PROPOSAL WHICH IN ITS JUDGEMENT IS IN THE BEST INTEREST OF THE COUNTY. FURTHERMORE, HILL COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY STATUS IN EMPLOYMENT OR PROVISION OF SERVICE.
2. Bids/proposals shall conform to the attached specification. Any deviation may be grounds for rejection of the bid/proposal.
3. Upon acceptance and approval by the Commissioners Court this bid/proposal affects a working contract between Hill County and the Vendor for a period of twelve (12) months. All considered proposals should have a rate guarantee of a minimum 12-month period.
4. Bids/proposals must be received by the County Clerk prior to time and date specified. The mere fact that a bid/proposal was dispatched will not be considered. The Vendor must have bids/proposals actually delivered.
5. Bids/proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity.
6. Either party may cancel this contract at any time for any reason of consistently unsatisfactory service to the other party.
7. The County has reserved the right to appoint Anco Insurance Manager LTD the authority to negotiate with responsible vendors who submit bids/proposals that are determined to be reasonably susceptible of being selected for award.
8. All proposers are expected to comply with federal, state, and local laws and regulations relative to the preparation and submission of insurance proposals.
9. Bid/proposal award shall be based on but not limited to the following factors:
 - a. Premium Cost
 - b. Administrative Fees
 - c. Benefits
 - d. Special needs/requirements of Hill County
 - e. Vendor's past performance record with Hill County
 - f. Hill County's evaluation of vendor's ability
 - g. Finale billed premium including broker commission
10. If the bid/proposal is accepted and approved by Commissioner's Court, then this bid/proposal becomes the contract and there are no oral agreements either expressed or implied. No different or additional terms will become part of this contract with the exception of a change order approved by Commissioner's Court.

11. The vendor agrees if this bid/proposal is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and condition contained in the specifications.
12. Any interpretations, corrections or changes to this invitation for bid/proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested with the Hill County Judge and/or Anco Insurance Managers LTD. Addenda will be faxed and/or mailed to all who are known to have received a copy of this invitation for bid/proposal. Vendors must acknowledge receipt of all addenda.
13. Although cost of product to be provided is an essential part of the bid/proposal, Hill County is not obligated to award a contract on the sole basis of cost. Since there are important considerations involved in selecting an insurance carrier, Hill County will not be required to accept the lowest bid/proposal.
14. Proposals shall be based upon a current employee census, which is located in Section IV.
15. The information contained in this RFP is confidential and may be used solely for the purpose of preparing proposals for Hill County. This includes all information relating to the medical condition of persons covered by Hill County's benefit program.

SECTION III: Minimum Requirements

1. Insurance Carriers submitted must have an A.M. Best rating of “A” or better. Non-profit companies filed with the Texas Department of Insurance shall also be considered.
2. The Insurance Carrier must pay claims in Texas for at least 5,000 employee lives.
3. The Insurance Carrier must be able to demonstrate the ability to process 90% of clean claims within 10 working days from date of receipt. Please provide historical data and company standards concerning timeliness and quality measurements of claim processing and billing functions. Provide details concerning customer service hours, procedures and quality measurements.
4. The Insurance Carrier guarantees to provide complete claims information (as considered necessary to prepare proposals) at least 75 days prior to renewal date if the county desires. This information must include, but not be limited to, paid claims on at least quarterly basis, detailed information on all claims over \$10,000 and top twenty providers ranked by dollars received. The Insurance Carrier further agrees to deliver the complete renewal no later than 60 days prior to renewal date.
5. Provide three (3) references available to be contacted.
6. Insurance Carrier must be available to assist with Open Enrollment prior to effective date of October 1, 2026 —
7. Provide a schedule of benefits for each quoted plan.

SECTION IV: Attachments

- a. Employee/dependent census
- b. Current Schedule of Benefits
- c. Claims Experience (Large claims listing)
- d. Current Plan Rates

SECTION VI: Premium Rates

Please fill out for each quoted medical plan option.

** please always make \$ divisible by 2.*

	MEDICAL	
	HMO	PPO
EMPLOYEE	\$ _____	\$ _____
+Dependent-Spouse only	\$ _____	\$ _____
+Dependent-Children only	\$ _____	\$ _____
+Dependent-One child only	\$ _____	\$ _____
+Dependent-Family	\$ _____	\$ _____

Total Medical Plan cost based on Employee Census data: _____ per month

SECTION V: Carrier Information

1. Insurance Co. Best's Rating
2. Claims Administration location
3. Number of years paying claims in Texas
4. Number of employee lives you administer claims for
5. How many employees actually pay or review claims in the Carrier
6. Is there an Actively-at-Work Provision
7. Would there be any problems covering retirees? If so, please detail
8. Detail Prescription Drug Plan Including purchase price as related to AWP, dispersing fee, administration fee and drug card sponsor, if any, also include pharmacy provider listing.
9. How is Customer Service provided?
10. Describe your wellness program's access to services such as diabetes, hypertension and metabolic syndrome education and prevention. Confirm if all wellness program services are available as an all-inclusive package or if program services are only available with an additional fee per program.
11. Is there a limit on prescriptions? If so, how much?
12. Provide a provider directory of contracted physicians and/or medical practitioners within 80 miles of the physical address listed in Section I. The name, specialty, and location need to be included. Only list the providers within the 80 miles.
13. Provide a hospital and/or urgent care facility directory of contracted facilities within 80 miles of the physical address listed in Section I. The hospital's name, trauma level, hours of operation, and location need to be included. Only list the facilities within the 80 miles.
14. Provide a pharmacy directory of contracted pharmacies within 80 miles of physical address listed in Section I. The pharmacy name, and hours of operation need to be included. Only list the pharmacies within the 80 miles.



Date: May 12, 2026
To: Honorable Commissioners Court
From: Rachel Parker, Treasurer
Subject: Resignation of Member from Hill County Sick Pool Committee

Background

The Hill County Sick Pool Committee predates my tenure as County Treasurer. The Committee is composed of an elected official; the County Auditor or a designated staff member; the County Treasurer or a designated staff member; a County Commissioner or a designated staff member; and one non-supervisory employee. Historically, Precinct 4 Commissioner Martin Lake has served as a longstanding member of the Committee. Commissioner Lake has submitted notice of his resignation from this role, citing his status as a “short timer” in his correspondence.

Impact on Operations

Approval of this item will result in a vacancy on the Hill County Sick Pool Committee.

Financial Impact

None.

Recommendation

It is recommended that the Court formally accept the resignation of Precinct 4 Commissioner Martin Lake from the Hill County Sick Pool Committee.

A handwritten signature in cursive script that reads "Rachel Parker".

Rachel Parker, County Treasurer



Rachel Parker <rarker@co.hill.tx.us>

Sick Pool Applicant

P4 Commissioner <p4commissioner@co.hill.tx.us>
To: Rachel Parker <rarker@co.hill.tx.us>

Fri, Apr 10, 2026 at 1:08 PM

i thought i was off this also

martin

[Quoted text hidden]



Rachel Parker <rparker@co.hill.tx.us>

Sick Pool Applicant

Rachel Parker <rparker@co.hill.tx.us>
To: P4 Commissioner <p4commissioner@co.hill.tx.us>

Fri, Apr 10, 2026 at 1:14 PM






Martin,

You only resigned from the Investment Committee.

Thanks,
Rachel



Rachel Parker
HILL COUNTY TREASURER

-  254.582.4050
-  254.582.4019
-  rparker@co.hill.tx.us
-  PO Box 671 Hillsboro, Texas 76645
-  www.co.hill.tx.us

[Quoted text hidden]



Rachel Parker <rarker@co.hill.tx.us>

Sick Pool Applicant

P4 Commissioner <p4commissioner@co.hill.tx.us>
To: Rachel Parker <rarker@co.hill.tx.us>

Fri, Apr 10, 2026 at 1:55 PM

i approve and ask to be off this since i am a short timer. a full timer needs to replace me

martin

[Quoted text hidden]



Date: May 12, 2026
To: Honorable Commissioners Court
From: Rachel Parker, Treasurer
Subject: Appointment of Commissioner to Hill County Sick Pool Committee

Background

The Hill County Sick Pool Committee was established prior to my tenure as County Treasurer. The Committee consists of the following members: one elected official; the County Auditor or a designated representative; the County Treasurer or a designated representative; one County Commissioner or a designated representative; and one non-supervisory employee. A vacancy currently exists for the position of County Commissioner on the Committee, which must be filled.

Impact on Operations

Approval of this item will result in the appointment of a County Commissioner to fill the existing vacancy on the Hill County Sick Pool Committee.

Financial Impact

There is no anticipated financial impact associated with this action.

Recommendation

It is recommended that the Court formally approve the appointment of a County Commissioner to fill the current vacancy on the Hill County Sick Pool Committee.

A handwritten signature in cursive script, appearing to read "Rachel Parker", is written over a horizontal line.

Rachel Parker, County Treasurer



COURT ORDER

DATE: March 12, 2026

ORDER NO: _____
STATE OF TEXAS

COUNTY OF HILL

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Hill County, Texas, held on the 12TH day of March 2026 on a motion made by _____ and seconded by _____, the following Order was adopted:

APPROVAL OF _____ COMMISSIONER TO THE HILL COUNTY SICK POOL COMMITTEE

DONE IN OPEN COURT this the 12TH day of March 2026

Shane Brassell
County Judge

James Holcomb
Commissioner Pct. 1

Larry Crumpton
Commissioner Pct. 2

Scotty Hawkins
Commissioner Pct. 3

Martin Lake
Commissioner Pct. 4



COURT ORDER

ORDER NO: _____
STATE OF TEXAS

DATE: March 12, 2026

COUNTY OF HILL

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Hill County, Texas, held on the 12TH day of March 2026 on a motion made by _____ and seconded by _____, the following Order was adopted:

**APPROVAL OF _____ COMMISSIONER TO THE
HILL COUNTY SICK POOL COMMITTEE**

DONE IN OPEN COURT this the 12TH day of March 2026

Shane Brassell
County Judge

James Holcomb
Commissioner Pct. 1

Larry Crumpton
Commissioner Pct. 2

Scotty Hawkins
Commissioner Pct. 3

Martin Lake
Commissioner Pct. 4



Date: May 12, 2026
To: Honorable Commissioners Court
From: Rachel Parker, Treasurer
Subject: Appointment of Non-Supervisory Member to Hill County Sick Pool Committee

Background

The Hill County Sick Pool Committee was established prior to my tenure as County Treasurer. The Committee consists of the following members: one elected official; the County Auditor or a designated representative; the County Treasurer or a designated representative; one County Commissioner or a designated representative; and one non-supervisory employee. This is to establish a clear record of who the non-supervisory employee is on the committee.

Impact on Operations

Approval of this item will result in the appointment of a Non-Supervisory Employee to be established on record to the Hill County Sick Pool Committee

Financial Impact

There is no anticipated financial impact associated with this action.

Recommendation

It is recommended that the Court formally approve the appointment of a Non-Supervisory Employee to the Hill County Sick Pool Committee.

A handwritten signature in cursive script that reads "Rachel Parker". The signature is written in black ink and is positioned above a horizontal line.

Rachel Parker, County Treasurer



COURT ORDER

ORDER NO: _____
STATE OF TEXAS

DATE: March 12, 2026

COUNTY OF HILL

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Hill County, Texas, held on the 12TH day of March 2026 on a motion made by _____ and seconded by _____, the following Order was adopted:

**APPROVAL OF _____ NON-SUPERVISORY
EMPLOYEE TO THE HILL COUNTY SICK POOL COMMITTEE**

DONE IN OPEN COURT this the 12TH day of March 2026

Shane Brassell
County Judge

James Holcomb
Commissioner Pct. 1

Larry Crumpton
Commissioner Pct. 2

Scotty Hawkins
Commissioner Pct. 3

Martin Lake
Commissioner Pct. 4



Date: May 12, 2026
To: Honorable Commissioners Court
From: Rachel Parker, Treasurer
Subject: Appointment of an Elected Official to Hill County Sick Pool Committee

Background

The Hill County Sick Pool Committee was established prior to my tenure as County Treasurer. The Committee consists of the following members: one elected official; the County Auditor or a designated representative; the County Treasurer or a designated representative; one County Commissioner or a designated representative; and one non-supervisory employee. This is to establish a clear record of who the Elected Official is on the committee.

Impact on Operations

Approval of this item will result in the appointment of an Elected Official to be established on record to the Hill County Sick Pool Committee

Financial Impact

There is no anticipated financial impact associated with this action.

Recommendation

It is recommended that the Court formally approve the appointment of an Elected Official to the Hill County Sick Pool Committee.

A handwritten signature in cursive script, appearing to read "Rachel Parker", is written over a horizontal line.

Rachel Parker, County Treasurer



COURT ORDER

ORDER NO: _____
STATE OF TEXAS

DATE: March 12, 2026

COUNTY OF HILL

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Hill County, Texas, held on the 12TH day of March 2026 on a motion made by _____ and seconded by _____, the following Order was adopted:

APPROVAL OF _____ ELECTED OFFICIAL TO THE HILL COUNTY SICK POOL COMMITTEE

DONE IN OPEN COURT this the 12TH day of March 2026

Shane Brassell
County Judge

James Holcomb
Commissioner Pct. 1

Larry Crumpton
Commissioner Pct. 2

Scotty Hawkins
Commissioner Pct. 3

Martin Lake
Commissioner Pct. 4



Date: May 12, 2026
To: Honorable Commissioners Court
From: Rachel Parker, Treasurer
Subject: 2026 Sick Pool

Background

The Hill County Sick Pool was established prior to my tenure as County Treasurer. The policy governing the Sick Pool appears to have last been revised in 2012. Upon review by both the County Treasurer’s Office and the County Auditor’s Office, as well as the Hill County Handbook Committee it has been determined that the current method of administering Sick Pool leave in “days” does not provide consistent or equitable allocation among employees. Accordingly, revisions are proposed to convert the Pool from a “days”-based system to an “hours”-based system, thereby establishing a uniform and clearly defined allocation of leave for all participants.

Impact on Operations

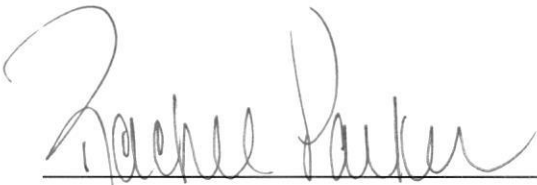
Approval of this item will result in the implementation of a standardized and equitable system for Sick Pool leave, providing a clear and consistent allocation of hours for all eligible employees.

Financial Impact

There is no anticipated financial impact associated with the proposed policy revisions.

Recommendation

It is recommended that the Court formally approve the updated 2026 Hill County Sick Pool Policy.



Rachel Parker, Hill County Treasurer



COURT ORDER

ORDER NO: _____
STATE OF TEXAS

DATE: March 12, 2026

COUNTY OF HILL

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Hill County, Texas, held on the 12TH day of March 2026 on a motion made by _____ and seconded by _____, the following Order was adopted:

APPROVAL OF 2026 SICK POOL POLICY, effective May 12, 2026. Existing sick pool members currently utilizing the pool shall not be changed by this policy. Once their days are exhausted, the new policy will apply.

DONE IN OPEN COURT this the 12TH day of March 2026

Shane Brassell
County Judge

James Holcomb
Commissioner Pct. 1

Larry Crumpton
Commissioner Pct. 2

Scotty Hawkins
Commissioner Pct. 3

Martin Lake
Commissioner Pct. 4



Date: May 12, 2026
To: Honorable Commissioners Court
From: Rachel Parker, Treasurer
Subject: Closure of Interest Bearing Escrow Account – Elewan, Pitts, Dudik Solar II, LLC

Background

On Tuesday, February 11, 2025, the court approved court order 2025-4509 to open an interest bearing account with Wells Fargo for Elewan, Pitts, Dudik Solar II, LLC as part of the road usage agreement between Hill County and Elewan, Pitts, Dudik Solar II, LLC. On Thursday, April 9, 2026 Jimmy Delgado reached out via email with project completion documentation, videos and images for Commissioner Hawkins, PCT 3. On Tuesday, April 29, 2026, Commissioner Hawkins, PCT 3 indicated we are ready to move forward with closing of this account.

Impact on Operations

No impact.

Financial Impact

There is no anticipated financial impact associated with the closure.

Recommendation

It is recommended that the Court formally approve the closure of the Elewan ,Pitts, Dudik II, LLC interest bearing account with Wells Fargo.

A handwritten signature in cursive script that reads "Rachel Parker".

Rachel Parker, County Treasurer



COURT ORDER

ORDER NO: _____
STATE OF TEXAS §
COUNTY OF HILL §

DATE: 5/12/2026

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Hill County, Texas, held on the 12th day of May 2026 on motion made

by _____ and seconded by _____,

the following Order was adopted:

Approval for closing Wells Fargo Bank Account, Elewan Pitts Dudik Solar II LLC. Any funds held, along with the accrued interest, will be disbursed to Elewan Pitts Dudik Solar II LLC.

DONE IN OPEN COURT this, the 12th day of May, 2026

Shane Brassell
County Judge

James Holcomb
Commissioner Pct. 1

Larry Crumpton
Commissioner Pct. 2

Scotty Hawkins
Commissioner Pct. 3

Martin Lake
Commissioner Pct. 4



NICOLE TANNER, COUNTY CLERK
HILL COUNTY, TEXAS

2025 FEB -7 PM 2:54

HILL COUNTY COMMISSIONER COURT
JUSTIN W. LEWIS

County Judge

Jim Holcomb
Commissioner Precinct 1
Larry Crumpton
Commissioner Precinct 2

Scotty Hawkins
Commissioner Precinct 3
Martin Lake
Commissioner Precinct 4

AGENDA

Tuesday, February 11, 2025

Notice is hereby given that a Regular Meeting of the Hill County Commissioners Court will be held on the 11th day of February 2025, at 8:30 a.m. in the Hill County Courtroom, Hillsboro, Texas.

The meeting is open to the public both in person and online. An opportunity to view and hear the meeting as well as to address the Commissioners Court is available at:

<https://us02web.zoom.us/j/82722600415>

The public may make online comments by signing up to speak by no later than Tuesday, February 11, 2025, 8:00 a.m. at psvacina@co.hill.tx.us Participants will need to provide their name and a phone number. You will be placed in a queue and will receive a phone call when it is your time to speak.

The following subjects will be discussed, considered, passed or adopted, to-wit:

- I. CALL TO ORDER – Judge Lewis
- II. PLEDGE OF ALLEGIANCE – Nicole Tanner, County Clerk
- III. WELCOME VISITORS, ANNOUNCEMENTS AND PRESENTATIONS
- IV. OPEN FORUM

CONSENT AGENDA:

1. Action on minutes
2. Action on Invoices
3. Action on Payroll
4. Action on Monthly Report for Revenue and Disbursement
5. Observe and/or record Elected Officials Training Certificates

V. COURT ORDERS

1. Discuss and/or approve Employee Wages/Status Change.
2. Discussion on Hill County Hotel-Motel Tax Allocation.
3. Discuss and/or action on the County Child Welfare Services Non-Financial Agreement.
4. Discuss and/or action on the FY2024 Audit Report for Hill County Juvenile Probation.

5. Discuss and/or approve a grant submission for the FY26 Juvenile Justice and Truancy Program Prevention Grant.
6. Discuss and/or approve the opening an interest-bearing account with Wells Fargo for Elewan Pitts Dudik Solar II, LLC as part of the Road Usage Agreement between Hill County and Elewan Pitts Dudik Solar II, LLC dated 06/25/2024.
7. Discuss and/or approve Monthly Bank Balances – January 2025.
8. Discuss and/or approve the Order Adopting Hill County, Texas Driveway Culvert Setting Policy.
9. Discuss and/or approve two Hill County Commissioner Precinct 3 Road Permit Agreements.
10. Discuss, consider, and adopt a resolution designating a management service provider to complete application and project implementation for the Hazard Mitigation Assistance (HMA) funding administered by the Texas Division of Emergency Management and/or Texas Water Development Board.
11. Discuss, consider, and select engineering/Architectural service provider(s) to complete application and project implementation for the Hazard Mitigation Assistance (HMA) funding administered by the Texas Division of Emergency Management and/or Texas Water Development Board.
12. Discuss and/or action to authorize In-Budget Expenditures over \$5,000.00 for licenses for the Telex Dispatch Consoles at the Hill County Sheriff's Department.
13. Discuss and/or approve Hill County Child Protective Service Board Treasurer's Report for January 2024.
14. Discuss and/or take action to declare Computer Hardware salvage surplus equipment for the Hill County Information Technology Department.
15. Discuss and/or action on selling salvage surplus equipment for the Hill County Information Technology Department.
16. Discuss and/or action on the Voter Fraud Grant Resolution.
17. Discuss and/or action on purchasing (24) Dell Rugged Laptops, docking stations, and power adapters for the Hill County Sheriff's Office.
18. Discuss and/or action on Commissary Service Agreement with Commissary Express, Inc.
19. Discuss and/or action to approve a contract with Tech Friends for Inmate Tablet Services.
20. Discuss and/or action to change the current telephone service provider from VIAPATH to Correct Solutions for the Hill County Jail.
21. Discuss and/or approve a request for authorization for the Hill County Sheriff's Department to apply for the George G. and Alva Hudson Smith Foundation Grant.
22. Discuss and/or approve a Department Range Membership for Extreme Tactical Training Solutions (ETTS) for the Hill County Sheriff's Department.



Rachel Parker <rporter@co.hill.tx.us>

Pitts Dudik II Road Use Agreement - Financial Security release and refund request

7 messages

Jimmy Delgado <jimmy.delgado@elawan.com>

Thu, Apr 9, 2026 at 3:46 PM

To: Rachel Parker <rporter@co.hill.tx.us>, "shawkins@co.hill.tx.us" <shawkins@co.hill.tx.us>

Cc: Victor Eduardo Avila <victor.avila@elawan.com>, Salvador Chavez <salvador.chavez@elawan.com>

Dear Ms. Rachel / Commissioner Hawkins,

I hope this message finds you well.

Pursuant to Section 2.J. of the Road Use Agreement between Elawan Pitts Dudik Solar, LLC and Hill County, we respectfully request the release and refund of the \$100,000 financial assurance deposited with Hill County. This deposit was provided to cover any potential costs associated with damage to roads, bridges, culverts, or other infrastructure under Sections 2(f) and 2(h) of the Agreement.

Based on our post-construction assessment, the roads utilized during the development of the Pitts Dudik II Project have been maintained in equal or better condition than prior to the commencement of construction activities.

For your review, we have included supporting documentation, including pre- and post-construction photographic comparisons, as well as the following link containing video evidence and a KMZ file identifying the locations where the footage was recorded:

<https://www.dropbox.com/scl/fo/q3lnqu3e4vnh6iyblhezj/AF00POidzjzrLfe7Qc4BY8Q?rlkey=koxgf17vofkkosqpr0xkycoz&st=qwt8ru4u&dl=0>

We would appreciate your review of the submitted materials and welcome any questions or comments you may have. Please let us know if additional information is required to facilitate this process.

We look forward to your response.

Business Development US Director

jimmy.delgado@elawan.com
+18327541407



Pre Construction 2/11/25



Post Construction 3/31/26



Pre Construction 2/11/25



Post Construction 3/31/26



Pre Construction 2/11/25



Post Construction 3/31/26



Pre Construction 2/11/25



Post Construction 3/31/26



Pre Construction 2/11/25



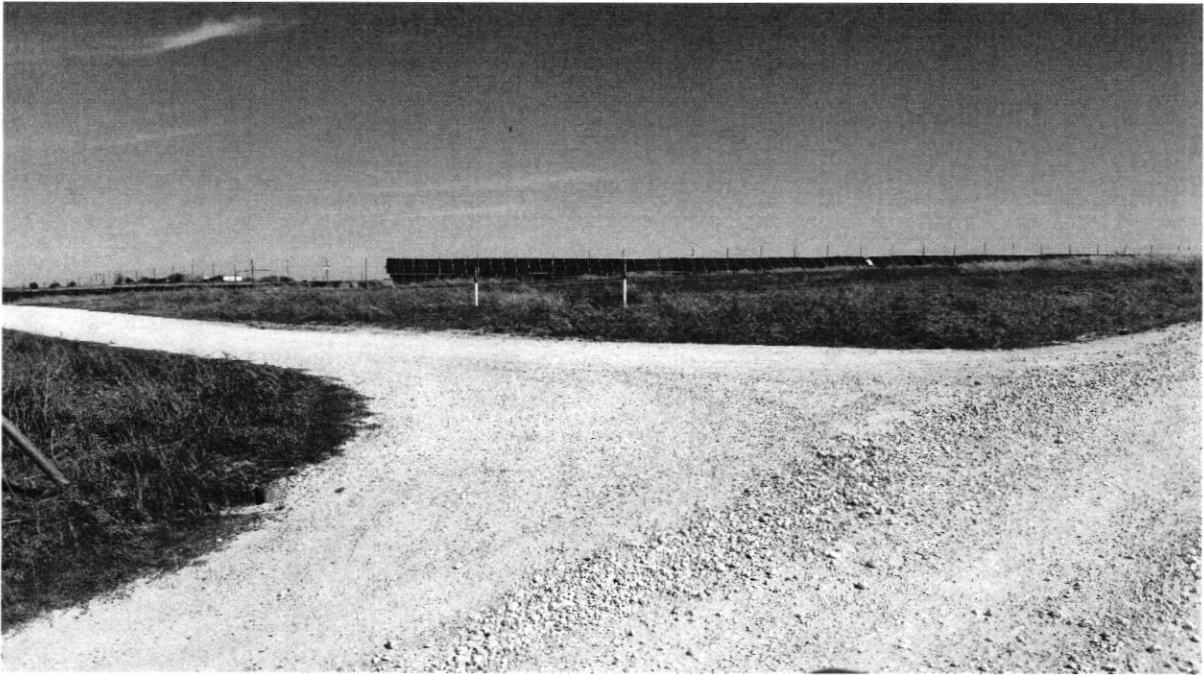
Post Construction 3/31/26



Post Construction 3/31/26



Post Construction 3/31/26



Post Construction 3/31/26



Pre Construction 2/11/25



Post Construction 3/31/26



Pre Construction 2/11/25



Post Construction 3/31/26



Pre Construction 2/11/25



Post Construction 3/31/26



Post Construction 3/31/26



Pre Construction 2/11/25



Post Construction 3/31/26



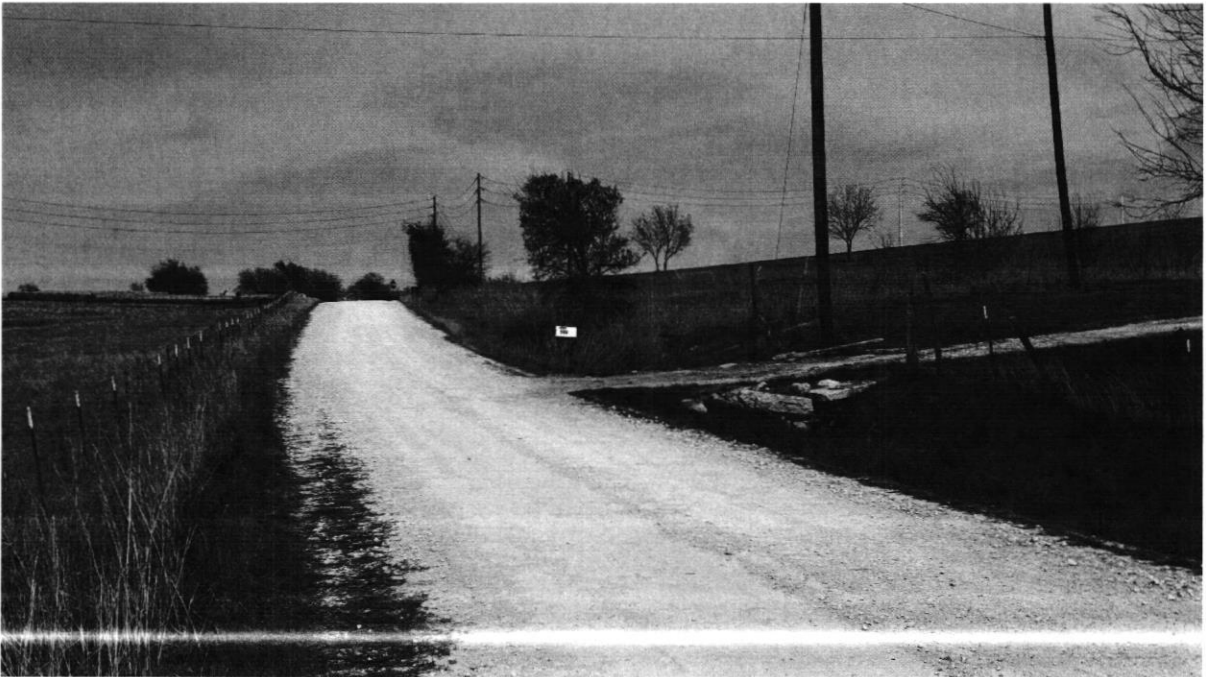
Pre Construction 2/11/25



Post Construction 3/31/26



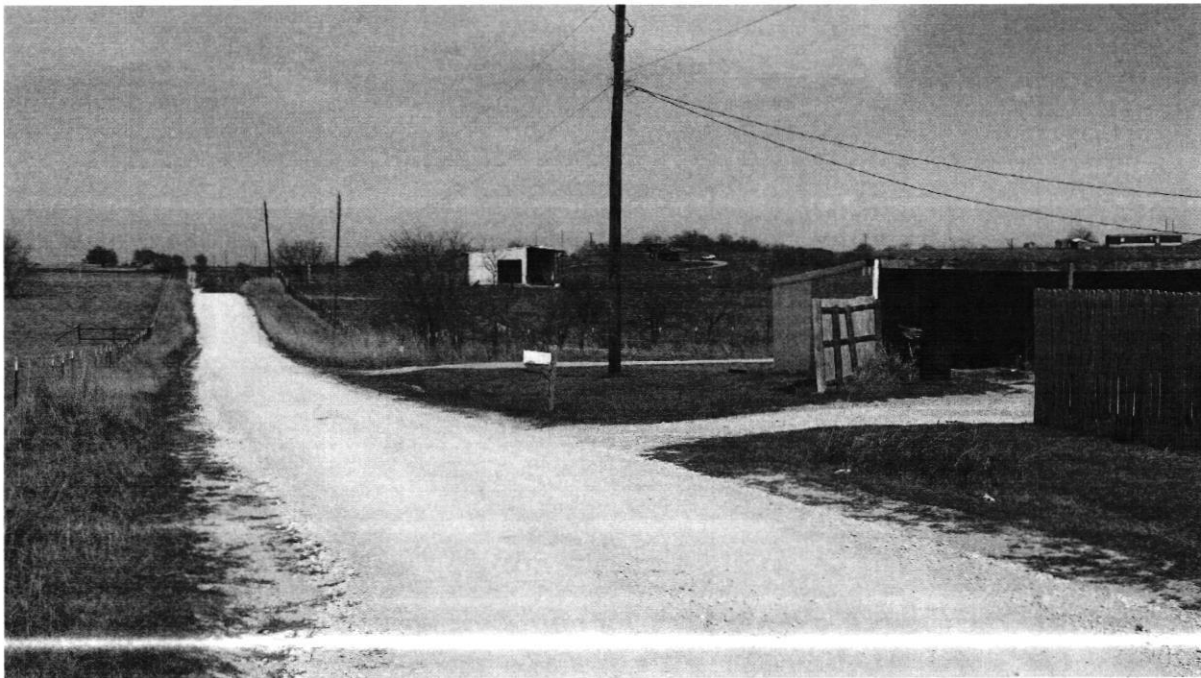
Pre Construction 2/11/25



Post Construction 3/31/26



Post Construction 3/31/26



Post Construction 3/31/26



Pre Construction 2/11/25



Pre Construction 2/11/25



Post Construction 3/31/26



Pre Construction 2/11/25



Post Construction 3/31/26



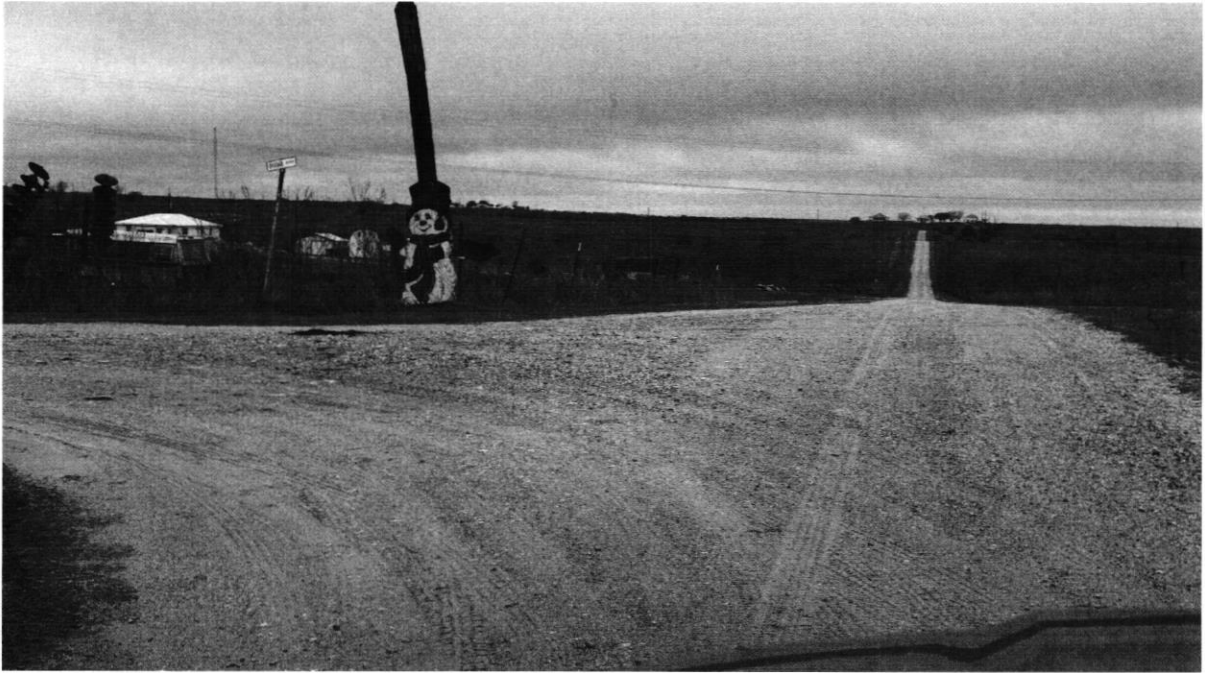
Post Construction 3/31/26



Pre Construction 2/11/25



Post Construction 3/31/26



Pre Construction 2/11/25



Post Construction 3/31/26



Pre Construction 2/11/25



Post Construction 3/31/26



Rachel Parker <rparker@co.hill.tx.us>

Pitts Dudik II Road Use Agreement - Financial Security release and refund request

Rachel Parker <rparker@co.hill.tx.us>
To: Scotty Hawkins <shawkins@co.hill.tx.us>

Wed, Apr 29, 2026 at 11:49 AM

Hi Scotty,

Just checking on this. Are you ready for this to go on the next court? I'd so, I'll prepare a few items I need on the agenda.

Thanks!
Rachel



Rachel Parker
HILL COUNTY TREASURER

☎ 254.582.4050
☎ 254.582.4019
✉ rparker@co.hill.tx.us
📍 PO Box 671 Hillsboro, Texas 76645
🌐 www.co.hill.tx.us

[Quoted text hidden]



Rachel Parker <rparker@co.hill.tx.us>

Pitts Dudik II Road Use Agreement - Financial Security release and refund request

Scotty Hawkins <shawkins@co.hill.tx.us>
To: Rachel Parker <rparker@co.hill.tx.us>

Wed, Apr 29, 2026 at 1:10 PM

Yes, we are ready.

[Quoted text hidden]

PUBLIC PROPERTY FINANCE ACT CONTRACT

THIS Public Property Finance Act Contract **No.11529** (hereafter referred to as the "Finance Contract") is dated as of **May 15, 2026**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "GCC"), and the **Hill County**, a political sub-division or agency of the State of Texas (hereinafter referred to as the "Issuer").

WITNESSETH: In furtherance of the providing by GCC of financing to the Issuer in connection with the Issuer's acquisition from R.B. Everett & Co. that is more fully described on EXHIBIT A attached hereto (the "Property"), and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

1. Term and Payments. The Issuer hereby covenants and agrees to pay to the order of GCC and GCC's successors and assigns those principal and interest installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that GCC may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the Issuer and that the Issuer, thereafter, shall look to and consider said assignee as the party to whom all of the Issuer's duties hereunder are owed. The obligation of the Issuer to make the Payments shall not be subject to set-off, counterclaim, or recoupment to the extent permitted by law. The interest is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B.

2. Security, Levy of Taxes, Budgeting.

(a) During the term of this Finance Contract, the Issuer covenants that prior to adopting a budget for any ensuing fiscal year it shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Finance Contract Payments for such ensuing fiscal year, and that the final budget for each fiscal year shall set aside and appropriate out of Ad Valorem Taxes and other revenues and funds lawfully available therefore an amount sufficient to pay the Finance Contract Payments. The Issuer hereby agrees to assess and collect, a continuing direct annual Ad Valorem Tax on all taxable property within the boundaries of the Issuer, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to the Issuer for the payment of the Payments, to provide funds each year to pay the Payments, full allowance being made for delinquencies and costs of collection. Such taxes and such revenues and funds in an amount sufficient to make the Payments are pledged to GCC and GCC's successors and assigns for such purpose as the same shall become due and payable under this Finance Contract.

(b) The Issuer waives all rights of set-off, recoupment, counterclaim, and abatement against GCC and GCC's successors and assigns with respect to the amounts due under this Finance Contract, and the Issuer's obligation to pay amounts due under this Finance Contract is absolute and unconditional and not subject to set-off, recoupment, counterclaim, or abatement for any reason whatsoever.

3. Deposit into the Payment Fund.

(a) Upon this Finance Contract taking effect the Issuer shall establish a Payment Fund, which shall be maintained by the Issuer as long as any Payments are unpaid. The Issuer hereby pledges the Payment Fund for the exclusive purpose of securing the Payments and shall apply the funds therein to the payment of Payments as such payments come due.

(b) Each year in which Payments come due, the Issuer shall, not later than the day preceding any such due date, deposit into the Payment Fund, from the Issuer's Ad Valorem taxes or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. To the extent permitted by law, the Issuer hereby pledges its Ad Valorem tax as security for this obligation. To the extent required by the Texas Constitution, the Issuer agrees during each year of the term of this Finance Contract to assess and collect annually a sufficient sum to pay the greater of (1) interest on the debt created by this Finance Contract and a sinking fund of at least two percent of the principal amount of such debt, or (2) the payments required by Exhibit B attached hereto.

(c) The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Payments expected to come due in the following year.

4. Taxes. The Issuer agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.

5. The Issuer's Covenants and Representations. The Issuer covenants and represents as follows:

(a) The Issuer has full power and authority to enter into this Finance Contract which has been duly authorized, executed, and delivered by the Issuer and is a valid and binding obligation enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Finance Contract have been, or will be, complied with in a timely manner;

(b) All Payments hereunder for the current fiscal period have been duly authorized and will be paid when due;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to this Finance Contract;

(d) The information supplied, and statements made by the Issuer in any financial statement or current budget prior to or contemporaneously with this Finance Contract are true and correct;

(e) The Issuer has complied or will comply with all bidding/proposal laws applicable to this transaction and the purchase of the Property.

(f) No contract, rental agreement, lease-purchase agreement, payment agreement or contract for purchase under the Act to which the Issuer has been a party at any time during the past ten (10) years has been terminated by the Issuer as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the Issuer has issued during the past ten (10) years.

(g) The Issuer will pay the Payments due by check, wire transfer, or ACH only.



6. Use and Licenses. The Issuer shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The Issuer shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

7. Maintenance. The Issuer agrees to be solely responsible for all maintenance and operating costs of every nature associated with its ownership of the Property and the Issuer acknowledges that GCC or GCC's successors or assigns shall have no responsibility for the payment of any such costs.

8. Damage to or Destruction of Property. The Issuer shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction, or other event shall release the Issuer from the obligation to pay the full amount of the payments or from any other obligation under this Finance Contract.

9. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, IF ANY, ALL OF WHICH ARE HEREBY ASSIGNED TO THE ISSUER, GCC HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER. All such risks shall be borne by the Issuer without in any way excusing it from its obligations under this Finance Contract, and GCC shall not be liable for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by the Issuer, at its sole expense, upon prior written notice to GCC. GCC or its assigns may, but shall have no obligation whatsoever, to participate in a claim on any warranty. Any recovery under such a warranty shall be made payable jointly to both parties.

10. Evidence of Indebtedness and Security Agreement.

(a) An executed copy of this Finance Contract shall evidence the indebtedness of the Issuer as provided herein and shall constitute a security agreement pursuant to applicable law, with GCC, its successors or assigns as the secured party. The grants, lien, pledge, and security interest of GCC, its successors or assigns created herein shall become effective immediately upon and from the Schedule Date of the EXHIBIT B, and the same shall be continuously effective for so long as any Finance Contract Payments are outstanding.

(b) A fully executed copy of this Finance Contract and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the Issuer. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the Issuer, at all times during regular business hours.

(c) If, in the opinion of counsel to the Issuer or to GCC, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest of GCC, its successors or assigns created herein as to all Payments, then the Issuer shall diligently and regularly make such filings to the extent required by law to accomplish such result.

11. Default and Remedies.

(a) Each of the following occurrences or events for the purpose of this Finance Contract is hereby declared to be an Event of Default:

(1) the failure to make payment of the Payment when the same becomes due and payable; or

(2) default in the performance or observance of any other covenant agreement or obligation of the Issuer, which default materially, adversely affects the rights of GCC or its successors or assigns, including, but not limited to, its prospect or ability to be repaid in accordance with this Finance Contract, and the continuation thereof for a period of 20 days after notice of such default is given by GCC or any successors or assigns of GCC to the Issuer.

(b) Remedies for Default.

(1) Upon the happening of any Event of Default, then and in every case GCC or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee therefore, may proceed against the Issuer for the purpose of protecting and enforcing the rights of GCC or its successors or assigns under this Finance Contract, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of GCC or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Finance Contract Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default.

(2) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.

(c) Remedies Not Exclusive.

(1) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under this Finance Contract or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Finance Contract, the right to accelerate the debt evidenced by this Finance Contract shall not be available as a remedy because of the occurrence of an Event of Default.

12. Assignment. Without GCC's prior written consent, the Issuer will not either **(a)** assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Finance Contract or the Property or any interest in this Finance Contract or the Property; or **(b)** sublet or lend the Property or permit it to be used by anyone other than the Issuer or the Issuer's employees and other authorized users. GCC may assign its rights, title, and interest in and to this Finance Contract, and any other documents executed with respect to this Finance Contract and/or grant or assign a security interest in this Finance Contract, in whole or in part. Such successors and assigns of GCC shall have the right to further grant or assign a security interest in this Finance Contract, as well as the rights to Payments hereunder, in whole or in part, to any third party. No assignment or reassignment of GCC's rights, title or interest in this Finance Contract shall be effective, with regard to the Issuer, unless and until the Issuer shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. The Issuer shall maintain written records of any assignments of the Finance Contract.

13. Personal Property. The Property is and shall at all times, be and remain personal property, and will not be considered a fixture to any real property.

14. GCC's Right to Perform for The Issuer. If the Issuer fails to make any payment or perform or comply with any of its covenants or obligations hereunder, GCC or GCC's successors or assigns may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of the Issuer, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by GCC or GCC's successors or assigns in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate under the State of Texas law, shall be payable by the Issuer upon demand.

15. Interest on Default. If the Issuer fails to pay any Payment specified herein within twenty (20) days after the due date thereof, the Issuer shall pay to GCC or any successor or assigns of GCC, interest on such delinquent payment at the highest rate allowed by Texas law.

16. Notices. Any notices to be given or to be served upon any party hereto in connection with this Finance Contract must be in writing, and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after mailing. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Finance Contract or at such other address as either party may hereafter designate.

17. Prepayment.

(a) The Issuer shall have the right, at its option, to prepay the Finance Act Contract in whole, on any payment date which has an amount shown in the "Early Redemption Value" column of Exhibit B attached hereto. "N/A" shall mean not prepayable. The Issuer shall not have the right to prepay the Finance Contract in part at any time.

(b) As condition precedent to the Issuer's right to make, and GCC's obligation to accept, any such prepayment, GCC shall have actually received notice at least thirty (30) days in advance of the Issuer's intent to exercise its option to prepay.

18. Continuing Disclosure. Specifically, and without limitation, the Issuer agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures, and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of the Issuer's authorized agents. If the Issuer has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

19. Tax Exemption.

(a) The Issuer certifies that it does not reasonably anticipate more than \$10,000,000 of "tax-exempt obligations", including this Finance Contract will be issued by it and any subordinate entities during the 2026 calendar year. Further, the Issuer designates this Finance Contract as "qualified tax-exempt obligations" under Section 265 (b) 3 of the Internal Revenue Code of 1986, as amended (the "Code") eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax-exempt obligations.

(b) The Issuer hereby represents and covenants that the proceeds of this Finance Contract are needed at this time to provide funds for the Issuer's purchase of the property for which this Finance Contract was executed and delivered, as specified in this Finance Contract; that (i) final disbursement of the proceeds of this Finance Contract will occur within three years from the Schedule Date of the EXHIBIT B, (ii) substantial binding obligations to expend at least five (5) percent of the net proceeds will be incurred within six months after the Schedule Date of the EXHIBIT B and (iii) the acquisition of such property will proceed with due diligence to completion; and that, except for the Escrow Agreement, if applicable, and the Payment Fund, no other funds or accounts have been or will be established or pledged to the payment of this Finance Contract.

(c) The Issuer will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Finance Contract to constitute a "private activity bond" within the meaning of Section 141(a) of the Code.

(d) The Issuer will not take any action or fail to take any action with respect to the investment of the proceeds of this Finance Contract or any other funds of the Issuer, including amounts received from the investment of any of the foregoing, that would cause this Finance Contract to be an "arbitrage bond" within the meaning of such section 148 of the Code.

(e) There are no other obligations of the Issuer which are sold at substantially the same time as the Finance Contract, sold pursuant to the same plan of financing with the Finance Contract and are reasonably expected to be paid from substantially the same source of funds as the Finance Contract.

(f) The Issuer will not take any action, or as the case may be, knowingly omit to take any action within its control that, if taken or omitted, as the case may be, would cause the Finance Contract to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(g) The Issuer will take all necessary steps to comply with the requirement that certain amounts earned by the Issuer on the investment of the "gross proceeds" of the Finance Contract (within the meaning of Section 148(f)(6)(B) of the Code), if any, be rebated to the federal government. Specifically, the Issuer will (i) maintain records regarding the investment of the gross proceeds of the Finance Contract as may be required to calculate and substantiate the amount earned on the investment of the gross proceeds of the Finance Contract and retain such records for at least six years after the day on which the last outstanding Finance Contract is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, including any specified method of accounting required by applicable regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Finance Contract and (iv) timely pay all amounts required to be rebated to the federal government. In addition, the Issuer will correct any errors within a reasonable amount of time, thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty, if any, as may be necessary or appropriate to assure that interest on the Finance Contract is not includable in the gross income for federal income tax purposes.

(h) The Issuer will timely file with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Finance Contract on such form and in such place as the Secretary may prescribe. Notwithstanding any other provision of this Finance Contract, the Issuer's obligation under the covenants and provisions of this Section 19 shall survive the defeasance and discharge of this Finance Contract.

20. Miscellaneous.

(a) Time is of the essence. No covenant or obligations hereunder to be performed by the Issuer are waived, except by the written consent of GCC or its successors or assigns. GCC's or its successors or assigns' rights hereunder are cumulative and not alternative.

(b) This Finance Contract shall be construed in accordance with and governed by the state of Texas laws.

(c) This Finance Contract constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered, or changed in any respect except by a written document signed by both GCC and the Issuer.

(d) Any term or provision of this Finance Contract found to be prohibited by law or unenforceable shall not affect the legality of the remainder of this Finance Contract.

(e) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever appropriate.

(f) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(g) Issuer agrees to equitably adjust the payments payable under this Finance Contract if there is a determination by the IRS that the interest payable pursuant to this Finance Contract (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make GCC and its assigns whole.

(h) Except as otherwise provided, this Finance Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, where permitted by this Finance Contract.

(i) Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if we have at least ten (10) full time employees, then we, by its execution of this Contract represent and warrant to the Issuer that GCC does not boycott Israel and will not boycott Israel during the term of this Contract.

(j) Pursuant to Texas Government Code Chapters 2276 and 809, if this Contract is valued at \$100,000 or more and if we have at least ten (10) full-time employees, then we represent and warrant to the Issuer that GCC does not boycott energy companies and will not boycott energy companies during the term of this Contract.

(k) Pursuant to Texas Government Code Chapter 2274, if this Contract is valued at \$100,000 or more and if we have at least ten (10) full-time employees, then we represent and warrant to the Issuer that GCC does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Contract.

(l) GCC verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts or engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapter 2270, Texas Government Code, or Subchapter F of Chapter 2252, Texas Government Code. If we have misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Contract.

(m) THIS CONTRACT IS EVIDENCE OF A PRIVATELY PLACED BANK LOAN, IS NOT IN REGISTERED FORM, AND MAY NOT BE TRANSFERRED TO BEARER. TRANSFERS OF THIS CONTRACT ARE NOT REGISTERED ON BOOKS MAINTAINED FOR THAT PURPOSE BY THE ISSUER.

IN WITNESS WHEREOF, the parties have executed this Finance Contract as of the _____ day of _____ in the year 2026.

Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature _____

Print Name _____

Print Title _____

The Issuer: Hill County

Honorable Shane Brassell, County Judge
1 North Waco Street
Hillsboro, TX 76645

Witness Signature _____

Print Name _____

Print Title _____

EXHIBIT A

Public Property Finance Act Contract **No.11529** (THE "FINANCE CONTRACT")

By and Between

Government Capital Corporation and **the Issuer**, Hill County

Dated as of May 15, 2026

QTY DESCRIPTION

Personal Property

Property Cost: \$539,949.00

Payback Period: Five (5) Annual Payments

Reclaimer

One (1)

BOMAG RS360 Reclaimer/Stabilizer
Enclosed Cab with Air Conditioning and Heat

PROPERTY LOCATION:

Hill County Precinct 2
Hillsboro, TX 76645

EXHIBIT B

>> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<

PUBLIC PROPERTY FINANCE ACT CONTRACT **No.11529** (THE "FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation and the **Issuer**, Hill County

Schedule Dated as of May 15, 2026

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	At Signing	\$119,928.92	\$0.00	\$119,928.92	N/A
2	5/15/2027	\$119,928.92	\$23,252.31	\$96,676.61	\$331,868.44
3	5/15/2028	\$119,928.92	\$17,900.29	\$102,028.63	\$225,712.06
4	5/15/2029	\$119,928.92	\$12,251.99	\$107,676.93	\$115,150.19
5	5/15/2030	\$119,928.92	\$6,291.01	\$113,637.91	\$0.00
Grand Totals		\$599,644.60	\$59,695.60	\$539,949.00	

Interest Rate: 5.536%

******This Schedule is subject to current Market Indexing if closing occurs after the above Date******

Accepted by Issuer: _____
Honorable Shane Brassell, County Judge

INCUMBENCY CERTIFICATE

Public Property Finance Act Contract **No.11529** (THE "FINANCE CONTRACT")

By and Between

Government Capital Corporation and **the Issuer**, Hill County

Dated as of May 15, 2026

I, Nicole Tanner, do hereby certify that I am the duly elected or appointed and acting County Clerk, of Hill County, Issuer, a political subdivision or agency of the State of Texas, duly organized and existing under the laws of the State of Texas, that I or my designee have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Public Property Finance Act Contract No.11529, between Hill County (the "Issuer") and Government Capital Corporation ("GCC").

Name

Title

Signature

Honorable Shane Brassell

County Judge

IN WITNESS WHEREOF, I have duly executed this certificate hereto this _____ day of _____, 2026.

By: _____
Nicole Tanner, County Clerk

[to be retyped on letterhead of the Issuer counsel]

Government Capital Corporation
345 Miron Dr
Southlake, TX 76092

RE: Public Property Finance Act Contract No.11529

I have examined the Public Property Finance Act Contract No.11529 (the "Finance Contract") between the Hill County (the "Issuer") and Government Capital Corporation ("GCC"). The Finance Contract provides financing for the purchase by the Hill County of certain Property as identified in the Finance Contract and provides that the Issuer shall finance the Property by making Payments as specified in the Public Property Finance Act Contract No.11529.

I have also examined other certificates and documents as I have deemed necessary and appropriate under the circumstances.

Based upon the foregoing examination, I am of the opinion that:

1. The Issuer is a political subdivision or agency of the State of Texas with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended;
2. The execution, delivery and performance by the Issuer of the Finance Contract have been duly authorized by all necessary action on the part of the Issuer; and
3. The Finance Contract constitutes a legal, valid, and binding obligation of the Issuer enforceable in accordance with its terms.

The opinion expressed above is solely for the benefit of the Issuer, GCC and/or its subsequent successors or assigns.

Sincerely,

Attorney at Law

RESOLUTION

A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING A "**RECLAIMER**".

WHEREAS, the Hill County (the "Issuer") desires to enter into that certain Public Property Finance Act Contract No.11529 (the "Finance Contract"), by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing a **Reclaimer** (the "Property"). The Issuer desires to designate this Finance Contract as a "qualified tax-exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY HILL COUNTY:

Section 1. That the Issuer will enter into the Finance Contract with Government Capital Corporation for the purpose of financing a **Reclaimer**.

Section 2. That the Finance Contract dated as of May 15, 2026, by and between the Hill County and Government Capital Corporation is designated by the Issuer as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer appoints the County Judge or the County Judge's designee, as the authorized signer of the Finance Contract No. 11529 dated as of May 15, 2026, by and between the Hill County and Government Capital Corporation as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

Section 4. The Issuer will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED upon Motion made by Board Member Larry Crumpton, seconded by Board Member Jim Holcomb by a vote of 5 Ayes to 0 Nays and is effective this April 24, 2026.

Hill County

Attest:

Honorable Shane Brassell, County Judge

Nicole Tanner, County Clerk

WIRE TRANSFER FORM

*** FINANCIAL INSTITUTION INFORMATION ***

Bank's Name: _____

Bank's Address: _____

Bank's Phone#: _____

Bank's Fed Routing#: _____

(Be sure to confirm with your bank as it may be different from routing number on deposit slip)

Bank Account Name: _____

Bank Account #: _____

Ref (if needed): _____

Please note that while there will not be a charge for our outgoing wire, your Bank may charge a fee for the incoming wire.

I hereby authorize Government Capital Corporation to have the amount of \$539,949.00 wire transferred directly to our bank pursuant to Finance Contract No. 11529.

Signature: _____

Name: _____

Title: _____

Date: _____

Information Return for Tax-Exempt Governmental Bonds

(Rev. October 2021)

Under Internal Revenue Code section 149(e)
See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name Hill County		2 Issuer's employer identification number (EIN) 74-6001091	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Mrs. Susan Swilling, County Auditor		3b Telephone number of other person shown on 3a (254) 582-4060	
4 Number and street (or P.O. box if mail is not delivered to street address) P. O. Box 783		Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Hillsboro, TX 76645		7 Date of issue May 15, 2026	
8 Name of issue Public Property Finance Act Contract No. 11529		9 CUSIP number NONE	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Nicole Tanner, County Clerk		10b Telephone number of officer or other employee shown on 10a (254) 582-4060	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.			
11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe <input type="checkbox"/> Reclaimer	18	\$539,949.00
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	05/15/2030	\$ 539,949.00	\$ 539,949.00	1.9447 years	5.536 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest	22	N/A		
23	Issue price of entire issue (enter amount from line 21, column (b))	23	\$539,949.00		
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	N/A		
25	Proceeds used for credit enhancement	25	N/A		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	N/A		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	N/A		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	N/A		
29	Total (add lines 24 through 28)	29	N/A		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$539,949.00		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	N/A years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	N/A years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	N/A
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	N/A

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
 - b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
 - c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
 - c** Enter the EIN of the issuer of the master pool bond ▶ _____
 - d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a** If the issuer has identified a hedge, check here and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____	Date	▶ Honorable Shane Brassell, County Judge Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶			Phone no.

SIGNING INSTRUCTION SHEET

IF YOU HAVE ANY QUESTIONS, PLEASE EMAIL THE DOCUMENTATION DEPARTMENT AT docdept@govcap.com

Attached please find the documents regarding property being financed. Please sign in **blue ink** the following documents and witness as indicated. Please print your documents **single sided** only. These documents have been prepared and are being provided with the intent of a smooth and timely funding; however, by providing these documents an irrevocable offer to provide funding for this transaction is not represented until such time as adequate financial information is provided and loan committee approval is granted.

FINANCE CONTRACT

Please read and understand the document. The document requires the signature and date of the Board or Council authorized individual with the signature witnessed.

EXHIBIT "B"

Please review and verify that the information contained in this document is correct, and sign if indicated.

INCUMBENCY CERTIFICATE

The authorized individual needs to sign this document, in front of a witness, who is either the "Keeper of the Records", Secretary of the Board, Clerk of the Board, City Secretary, or other Administrative Official.

ATTORNEY'S OPINION

Provided in your doc package, is an Attorney's Opinion letter template. This template needs to be retyped on your attorney's letterhead paper. Urge your attorney to call us with any questions, or comments.

RESOLUTION

The Resolution authorizes the actual financing and the Authorized Signer's authority to sign the documents. Please sign as indicated and date the **day of Board or Council action**.

8038-G or 8038-GC FORM

An 8038-G or 8038-GC is required by the IRS. Please sign and date the form. We will file on your behalf.

W-9 FORM

A W-9 is a request for Taxpayer Identification number and Certification. Please **fill out** and sign and date.

WIRE FORM

Please add your financial institutions' wiring information and sign and date so that we can direct the funds transferred directly to the appropriate account.

**PLEASE RETURN ALL ORIGINAL DOCUMENTS TO:
PLEASE LET US KNOW IF A PREPAID FEDEX LABEL IS NEEDED**

GOVERNMENT CAPITAL CORPORATION
Attn: Documentation
Department 345 Miron Drive
Southlake, TX 76092
Ph: 817-421-5400



HILL COUNTY COMMISSIONERS COURT BRIEF

Date: 4/20/2026 Requested Court Date: 05/12/2026

From / Office: Auditor's Office

Agenda Item Title Requested:

Budget Amendment

Background:

Treasurer – Budget Amendment - \$3,922.00 amendment for Paninni Scanner not previously budgeted.

Operational Impact:

Treasurer –No operational impact

Financial Impact:

Treasurer – No Financial Impact, variance to be taken from Contingencies.

Recommendation / Requested Action:

Treasurer – Recommendation by Rachel Parker to pass amendment.

Legal / Contract Review: No Yes - Reviewed by County Attorney _____

Contact Name: _Susan Swilling_____ Phone: _____

Email: ____auditor@co.hill.tx.us_____



HILL COUNTY, TEXAS
Budget Amendment Form
2025-2026

Fund	Description	Account Number	Budgeted Amount	Add	Subtract	Amended Budget
General Fund						
Expenditures:						
Gen	Capital Outlay	100-5-1202-4101	\$ 10,300.00	3,922.00		\$ 14,222.00
<hr/>						
Expenditures:						
Gen	Contingencies	100-5-1103-7602	\$ 160,687.00		3,922.00	\$ 156,765.00

Pannini Scanner for Treasurer Not Previously Budgeted

Recommended by: Rachel Parker

Requested by: Auditor

Commissioner Pct #1

Commissioner Pct #3

County Judge

Commissioner Pct #2

Commissioner Pct #4

5/12/2026
Date Entered



HILL COUNTY COMMISSIONERS COURT BRIEF

Date: 4/20/2026
Requested Court Date: 05/12/2026
From: County Auditor, Susan Swilling
Agenda Item Title Requested: Budget Amendments

Background

General Fund – Emergency Management – Radio Fees \$7,548
District Attorney – Forfeitures \$298,671
Sheriff's Office – Forfeitures \$58,502
General Fund – Miscellaneous \$50,000
General Fund – Miscellaneous \$13,603
Road and Bridge – Miscellaneous \$5,770

Operational Impact

Budget Amendments due to Certification of Revenues – No operational impact.

Financial Impact

No financial impact.

Recommendation / Requested Action

Recommendation to pass budget amendments

Legal / Contract Review: No Yes - Reviewed by County Attorney

Contact Name: Susan Swilling Phone: _____

Email: auditor@co.hill.tx.us



HILL COUNTY, TEXAS
Budget Amendment Form
2025-2026

Fund Description	Account Number	Budgeted Amount	Add	Subtract	Amended Budget
General Fund					
Revenues:					
EMC Radio Fees	100-340-102	\$ 70,000.00	7,548.00		\$ 77,548.00
Expenditures:					
EMC Radio Maintenance	100-5-3301-3602	\$ 70,000.00	7,548.00		\$ 77,548.00

Radio Funds received from New Contracts

Recommended by: Chris Jackson

Requested by: Auditor

Commissioner Pct #1

Commissioner Pct #3

County Judge

Commissioner Pct #2

Commissioner Pct #4

5/12/2026
Date Entered



HILL COUNTY, TEXAS
Budget Amendment Form
2025-2026

Fund	Description	Account Number	Budgeted Amount	Add	Subtract	Amended Budget
General Fund						
Revenues:						
Gen	Miscellaneous Revenue	100-370-500	\$ 17,686.00	13,603.00		\$ 31,289.00
Expenditures:						
Gen	Miscellaneous	100-5-1103-3110	\$ 20,000.00	13,603.00		\$ 33,603.00

Worker's Compensation Refund Received

Recommended by: Auditor

Requested by: Auditor

Commissioner Pct #1

Commissioner Pct #3

County Judge

Commissioner Pct #2

Commissioner Pct #4

5/12/2026
Date Entered



HILL COUNTY, TEXAS
Budget Amendment Form
2025-2026

Fund	Description	Account Number	Budgeted Amount	Add	Subtract	Amended Budget
Road and Bridge						
Revenues:						
R&B	Miscellaneous Revenue	201-370-500	\$ -	1,731.00		\$ 1,731.00
R&B	Miscellaneous Revenue	202-370-500	\$ -	1,501.00		\$ 1,501.00
R&B	Miscellaneous Revenue	203-370-500	\$ -	1,269.00		\$ 1,269.00
R&B	Miscellaneous Revenue	204-370-500	\$ -	1,269.00		\$ 1,269.00
Expenditures:						
R&B	Miscellaneous	201-5-7101-3110	\$ 1,500.00	1,731.00		\$ 3,231.00
R&B	Miscellaneous	202-5-7102-3110	\$ 3,000.00	1,501.00		\$ 4,501.00
R&B	Miscellaneous	203-5-7103-3110	\$ 500.00	1,269.00		\$ 1,769.00
R&B	Miscellaneous	204-5-7104-3110	\$ 2,500.00	1,269.00		\$ 3,769.00

Worker's Compensation Refund Received, Road and Bridge Portion

Recommended by: Auditor

Requested by: Auditor

Commissioner Pct #1

Commissioner Pct #3

County Judge

Commissioner Pct #2

Commissioner Pct #4

5/12/2026
Date Entered



HILL COUNTY COMMISSIONERS COURT BRIEF

Date: 5/5/2026
Requested Court Date: 05/12/2026
From: County Auditor, Susan Swilling
Agenda Item Title Requested: Certification of Revenue – Precinct #1 – Finance Chip Spreader

Background

The attached Certification of Revenue is needed to recognize revenue in the form of a capital lease to purchase a Chip Spreader for Precinct #1.

Operational Impact

The proposed Certification of Revenue recognizes Hill County received \$419,643 in the form of a capital lease for the purchase of the Chip Spreader for Precinct #1.

Financial Impact

The Certification of Revenue results in a capital lease for a period of five years.

Recommendation / Requested Action

Recommendation by Jim Holcomb to pass Certification of Revenue.

Legal / Contract Review: No Yes - Reviewed by County Attorney

Contact Name: Susan Swilling Phone: _____

Email: auditor@co.hill.tx.us



SUSAN S. SWILLING
HILL COUNTY AUDITOR
P. O. BOX 783
Hillsboro, TX 76645

Phone (254) 582-4060
Fax (254) 582-4033
E-Mail Address:
auditor@co.hill.tx.us

5/12/2026

Honorable County Judge & Commissioners
Hill County Courthouse
Hillsboro, TX 76645

Re: Certification of Revenues – Precinct #1 – Finance Chip Spreader

Hill County has received \$419,643 from Government Capital in the form of a capital lease for the purchase of a Chip Spreader for Precinct #1. The amount received results in additional revenue in the amount of \$419,643 that had not been previously budgeted or anticipated.

Hill County may adopt a special budget for the expenditure of this revenue. At this time, Commissioner Jim Holcomb recommends that the funds be budgeted for the purchase of a Chip Spreader for Precinct #1. A budget amendment has been prepared to increase Proceeds from Capital Lease with a corresponding increase to Capital Outlay by the amount of the funds received.

I hereby certify that the forgoing statements are true and correct.


Susan S. Swilling
Hill County Auditor



HILL COUNTY COMMISSIONERS COURT BRIEF

Date: 5/5/2026
Requested Court Date: 05/12/2026
From: County Auditor, Susan Swilling
Agenda Item Title Requested: Budget Amendment – Precinct #1 – Chip Spreader

Background

The attached Budget Amendment is needed to recognize revenue in the form of a capital lease to purchase a Chip Spreader for Precinct #1.

Operational Impact

The proposed Budget Amendment will allow Precinct #1 to continue to provide road maintenance on County roads and complete current ongoing projects.

Financial Impact

The Budget Amendment results in a capital lease for a period of five years.

Recommendation / Requested Action

Recommendation by Jim Holcomb to pass Budget Amendment.

Legal / Contract Review: No Yes - Reviewed by County Attorney

Contact Name: Susan Swilling Phone: _____

Email: auditor@co.hill.tx.us



HILL COUNTY, TEXAS
Budget Amendment Form
2025-2026

Fund	Description	Account Number	Budgeted Amount	Add	Subtract	Amended Budget
Road and Bridge #1						
Revenues:						
Pct 1	Proceeds from Capital Lease	201-380-200	\$ -	419,643.00		\$ 419,643.00
Expenditures:						
Pct 1	Capital Outlay	201-5-7101-4101	\$ 100,000.00	419,643.00		\$ 519,643.00

Certification of Revenue for Capital financing - Precinct #1
Purchase of Chip Spreader

Recommended by: Jim Holcomb

Requested by: Auditor

Commissioner Pct #1

Commissioner Pct #3

County Judge

Commissioner Pct #2

Commissioner Pct #4

5/12/2026
Date Entered



HILL COUNTY COMMISSIONERS COURT BRIEF

Date: 5/4/2026
Requested Court Date: 05/12/2026
From: County Auditor, Susan Swilling
Agenda Item Title Requested: Budget Amendment – Road and Bridge #4

Background

The Budget Amendment request for Road and Bridge #4 is to perform a line item budget amendment to ensure sufficient funds are available to ensure ongoing projects will be completed.

Operational Impact

The proposed Budget Amendment will allow Road and Bridge #4 to purchase additional Construction Materials to complete current ongoing projects.

Financial Impact

No financial impact at this time.

Recommendation / Requested Action

Recommendation by Martin Lake to pass Budget Amendment.

Legal / Contract Review: No Yes - Reviewed by County Attorney

Contact Name: Susan Swilling Phone: _____

Email: auditor@co.hill.tx.us



HILL COUNTY COMMISSIONERS COURT BRIEF

Date: 5/4/2026
Requested Court Date: 05/12/2026
From: County Auditor, Susan Swilling
Agenda Item Title Requested: Budget Amendment - FM Lateral #4

Background

The Budget Amendment request for FM Lateral #4 is to perform a line item budget amendment to ensure sufficient funds are available to ensure ongoing projects will be completed.

Operational Impact

The proposed Budget Amendment will allow FM Lateral #4 to purchase additional Contract Services, Construction Materials, and Capital Outlay to complete current ongoing projects.

Financial Impact

No financial impact at this time.

Recommendation / Requested Action

Recommendation by Martin Lake to pass Budget Amendment.

Legal / Contract Review: No Yes - Reviewed by County Attorney

Contact Name: Susan Swilling Phone: _____

Email: auditor@co.hill.tx.us



HILL COUNTY COMMISSIONERS COURT BRIEF

Date: 4/28/26 Requested Court Date: 5/5/26

From / Office: Hill County Constable Pct.2

Agenda Item Title Requested:

Discussion and/or action regarding the contract between TLOxp (TransUnion) and all four Hill County Constables for searches and reports offered through TransUnion Risk and Alternative Data Solutions (TRADS).

Background:

Hill County Constables Pct 1, Pct 2, Pct 3, and Pct 4 all utilized TLOxp as contracted the previous year.

Operational Impact:

no change in Operational impact

Financial Impact:

Contract price remains the same as last approved contract. The Price will be split by the 4 Constable offices.

Recommendation / Requested Action:

Requesting approval for contract renewal

Legal / Contract Review: No Yes - Reviewed by County Attorney

Contact Name: Justin Girsh Phone: 254-707-1033

Email: jgirsh@co.hill.tx.us



PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the below-identified Agency ("Agency"). The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.
2. **Fees and Charges.** Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect to the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings given to them in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank. Signature page follow on the attached Pricing Sheet]



PRICING SHEET to Pricing Supplement

<p>Agency: <u>Hill County Constables, PCT 1, PCT2, PCT3 and PCT4.</u></p> <p>Agency ID: <u>6822914.</u></p> <p>TRADS Services: TLOxp® Online - Non-Batch LE Flat Rate.</p> <p>Effective Date: <u>05/01/2026</u></p> <p>Supplement Term: <u>12</u> month(s) without auto-renewal.</p>	<p>Monthly Fee: <u>USD 130.00.</u></p> <p>Number of Monthly Transactions: <u>150</u></p> <p>The Monthly Fee includes the Number of Monthly Transactions, subject to the Excluded Items and Transactional Overage Pricing. Should Agency not submit the Number of Monthly Transactions, Agency shall not receive a refund of the Monthly Fees paid. Unused Number of Monthly Transactions do not rollover into a subsequent month.</p>
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INCLUDED SEARCHES AND REPORTS:
 The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, with the exception of the searches and reports listed below (“Excluded Items”), unless checked, in which case, the checked items are included in the Monthly Fee.

<input type="checkbox"/>	TruLookup Social Media Comprehensive Report	<input checked="" type="checkbox"/>	TruLookup Comprehensive Report – Person
<input type="checkbox"/>	TruLookup Super Reverse Phone Lookup	<input checked="" type="checkbox"/>	TruLookup Comprehensive Report – Business
<input checked="" type="checkbox"/>	TruLookup Relationship Mapping	<input checked="" type="checkbox"/>	TruLookup Address Report
<input type="checkbox"/>	TruLookup Real-Time Phone Carrier Search	<input checked="" type="checkbox"/>	TruLookup Locate with Assets Report
<input type="checkbox"/>	TruLookup Real-Time Arrests & Incarcerations	<input checked="" type="checkbox"/>	TruLookup Phone Report
<input type="checkbox"/>	TruLookup Household Search	<input type="checkbox"/>	TruLookup Predictive Attributes Suite
<input type="checkbox"/>	TruLookup Contact Trace Report		

The Excluded Items are subject to TRADS’ then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency’s data access rights. The fees and charges for Excluded Items are in addition to the Monthly Fee. TRADS reserves the right to exclude (as Excluded Items) future released searches and/or reports from the Monthly Fee.

TRANSACTIONAL OVERAGE PRICING:
 Transactions exceeding the Number of Monthly Transactions are subject to overage pricing (“Transactional Overage Pricing”) at TRADS’ then-current fees and charges on a per Transaction basis, unless specified otherwise below and subject to Agency’s data access rights. Transactional Overage Pricing is in addition to the Monthly Fee.

“Transactions” means any information returned by TRADS in response to a search query (whether in the form of search results or reports).



Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Hill County Constables, PCT 1, PCT2, PCT3 and PCT4 ("Agency")

By: _____
Representative

Justin Girsh

Full Name

Title

Date Signed



HILL COUNTY COMMISSIONERS COURT BRIEF

Date: 4/23/26 Requested Court Date: 5/12/26

From / Office: Hill County Sheriff's Office – Emergency Management Division

Agenda Item Title Requested:

Discuss and Approve Mutual Aid Communications System Agreement with Steele Creek Volunteer Fire Department

Background:

Request the Commissioners Court approve the Mutual Aid Communications System Agreement with Steele Creek Volunteer Fire Department (SCFD), using the standardized form previously approved by the Court. This will allow SCFD to be able to use our system when working together, not for day to day use.

Operational Impact:

No negative impacts on Operations. This improves Operational needs for Mutual Aid purposes when SCFD is working with us in the County.

Financial Impact:

No impact on financials.

Recommendation / Requested Action:

Request the Commissioners Court approve the Mutual Aid Communications System Agreement with Steele Creek Volunteer Fire Department.

Legal / Contract Review: X No Yes - Reviewed by County Attorney

Contact Name: Lieutenant Chris Jackson, HCSO Phone: 254-582-2023

Email: cjackson@co.hill.tx.us

COMMUNICATIONS SYSTEM AGREEMENT

MUTUAL AID ACCESS (SINGLE USE) – GOVERNMENT ENTITY

This COMMUNICATIONS SYSTEM AGREEMENT (the "Agreement") is made and entered into by and between Hill County acting herein by and through its duly authorized County Judge, and Steele Creek Volunteer Fire Department ("USER"), acting herein by and through its duly authorized Fire Chief Jason Byrd, individually referred to as a "party," collectively referred to herein as the "parties." Hill County shall include all employees, directors, officers, agents, and authorized representatives. USER shall include all employees, directors, officers, agents, and authorized representatives.

RECITALS

WHEREAS, this Agreement is made under the authority of Sections 791, Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, Hill County owns, operates, and maintains Trunked Voice Radio Systems for the purpose of providing Public Safety voice radio communications and is the sole license holder of the Hill County Trunked Voice Radio Systems with all privileges and responsibilities thereof; and

WHEREAS, Hill County and USER may, in an emergency or under certain other circumstances, provide each other with public safety support or other mutual aid or emergency assistance; and

WHEREAS, the parties wish to enter into this Agreement to establish the terms and conditions pursuant to which USER will be able access Hill County's radio systems in connection with the provision of mutual aid assistance between the parties.

NOW THEREFORE, Hill County and USER agree as follows:

1. Grant of License. Hill County hereby grants the USER specific permission to operate USER's owned or leased field radio equipment or equipment attached and/or interfaced to the HILL COUNTY Trunked Voice Radio Systems (the "Radio System") infrastructure in mutual aid or emergency situations, provided, however, that such use must comply with the specific details and requirements for use as set forth in "Exhibit A, Terms of Use," which is attached hereto, incorporated herein, and made a part of this Agreement for all purposes. Failure to comply with these specific details and requirements may result in the immediate withdrawal of the specified permissions.

2. Term. The Agreement shall become effective upon the signing of the Agreement by the County Judge of Hill County (the "Effective Date") and shall continue in full force and effect unless terminated in accordance with the provisions set forth herein and in Exhibit A.

3. Liability. With respect to the use of the Radio System, each party agrees to be liable for any damages or loss that may be caused by its own negligence, omission or intentional misconduct. For purposes of this Section 3, the term party shall include employees, directors, officers, agents, authorized representatives, subcontractors, consultants, and volunteers of the respective party. Nothing in the performance of this Agreement shall impose any liability for claims against either party other than for claims for which the Texas Tort Claims Act may impose liability. Further, this Agreement is not intended to affect the allocation of liability between the parties in connection with the provision of mutual aid assistance; liability for such mutual aid assistance shall be governed by the separate mutual aid agreement or state law provisions under which the assistance is being provided.

4. Independent Contractor. It is expressly understood and agreed that USER shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the HILL COUNTY. Subject to and in accordance with the conditions and provisions of this Agreement, USER shall have the exclusive right to control the details of its operations and activities with respect to the use of the Radio System and shall be solely responsible for the acts and omissions of its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. USER acknowledges that the doctrine of *respondeat superior* shall not apply as between HILL COUNTY, its employees, directors, officers, agents, and authorized representatives, and USER and its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. USER further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between HILL COUNTY and USER. This Agreement is not intended to affect the roles of the parties in connection with providing mutual aid assistance; coordination of mutual aid activities and chain-of-command issues shall be governed by the separate mutual aid agreement or state law provisions under which assistance is being provided.

5. Non-Appropriation of Funds. Hill County and USER will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party's governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

6. Right to Audit. USER agrees that HILL COUNTY shall, at no additional cost to HILL COUNTY, during and until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of the USER involving transactions relating to this Agreement. USER agrees that HILL COUNTY shall have access during normal working hours to all necessary USER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. HILL COUNTY shall give USER reasonable advance notice of intended audits.

7. Assignment. USER shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of HILL COUNTY. Which such right shall be granted solely at the discretion of HILL COUNTY. Any assignment in violation of this provision shall be void.

8. No Waiver. The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

9. Governmental Powers/Immunities. It is understood and agreed that by execution of this Agreement, neither HILL COUNTY nor USER waives or surrender any of its governmental powers or immunities.

10. Amendments. No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by both parties.

11. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

12. Confidential Information. To the extent permitted by law, USER for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by HILL COUNTY as confidential ("County Information") and shall not disclose any such information to a third party without the prior written approval of HILL COUNTY, unless such disclosure is required by law, rule, regulation, court order, in which event USER shall notify HILL COUNTY in writing of such requirement in sufficient time to allow HILL COUNTY to seek injunctive or other relief to prevent such disclosure. USER shall store and maintain County Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt County Information in any way. USER shall notify HILL COUNTY immediately if the security or integrity of any County Information has been compromised or is believed to have been compromised.

13. Force Majeure. The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God,

acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state, county, or County government in accordance with applicable law.

14. Notices. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

County of Hill
Attn: Radio Administrator
218 N Waco St
Hillsboro, TX 76645

Steele Creek Volunteer Fire
Attn: Fire Chief
Address
City, State, Zip

15. Governing Law / Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Hill County, Texas or the United States District Court for the Northern District of Texas. In any such action, each party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

16. Signature Authority. The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

17. Entirety of Agreement. This written instrument, including all Exhibits attached hereto, contains the entire understanding and agreement between Hill County and USER as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. Any previously executed Communication System Agreement between the parties shall be terminated simultaneously with the final execution of this Agreement by both parties.

18. Counterparts. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

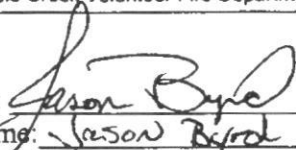
[Signature Page Follows]

Agreed and Accepted:

COUNTY OF HILL COUNTY:

Steele Creek Volunteer Fire Department :

By: _____
~~Justin Lewis~~ Shane Brasell
County Judge
Date: _____

By: 
Name: Jason Byrd
Title: Fire Chief
Date: 3-6-26

APPROVAL RECOMMENDED:

By: _____
Lieutenant C. Jackson
Emergency Management &
Communications

EXHIBIT A

CATEGORY 1, TERMS OF USE

The following definitions shall have the meanings set forth below and apply to this Agreement and the Terms of Use set forth herein:

DEFINITIONS

“Master Switch” shall mean the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the Radio System.

“Private Call” shall mean a feature that reserves channel resources specifically for conversations between two Subscriber Radios.

“Site Repeater System” shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to the HILL COUNTY Master Switch.

“Subscriber Radio” shall mean a radio that has a unique identification number and is programmed to operate on the Radio System. The term shall include, but not be limited to, control stations (desk top radios), mobile radios, and portable radios.

“Talk Group” shall mean a specific group of Subscriber Radios allowed to communicate privately within that group over shared infrastructure resources.

TERMS OF USE

1. The installation and maintenance of the Radio System infrastructure equipment is the responsibility of HILL COUNTY unless otherwise stated in this Agreement.
2. HILL COUNTY is the holder of the FCC (Federal Communications Commission) license(s) that the Radio System uses for its operation. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide USER with any rights whatsoever to the HILL COUNTY FCC license(s) or to the Radio Frequency spectrum used by the Radio System.
3. HILL COUNTY makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The USER is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for USER’s equipment.
4. USER will be responsible for the acquisition, and maintenance of all equipment USER will be utilizing in connection with the Radio System infrastructure, including, but not limited to, Subscriber Radios, consoles, and special equipment. HILL COUNTY will provide programming, upon the USER supplying necessary equipment.

5. In order to ensure hardware and software compatibility with the Radio System infrastructure, all Subscriber Radios and consoles intended for use by USER on the Radio System shall be compliant with Project 25 standards established by the Telecommunications Industry Association and be TDMA. The use of unauthorized radios on the Radio System may result in suspended operation of the radios and/or termination of the Agreement.
6. USER agrees to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of USER's radios. The use of short, broad spectrum, or "stubby," antennas is not recommended. USER shall be solely liable for coverage gaps in the event USER utilizes short broad spectrum or stubby antennas or other antennas not approved by the manufacturer for use with the specific models of USER's radios.
7. USER shall use due diligence in the maintenance and configuration of its Subscriber Radio equipment to ensure that no USER radio or console causes a degradation to the Radio System operation. HILL COUNTY shall have the right to remove from operation any field radio unit or equipment owned or leased by USER that is operating on, attached and/or interfaced to the HILL COUNTY infrastructure, if HILL COUNTY determines in its sole reasonable discretion that such equipment is causing interference or harm to the Radio System in any way. HILL COUNTY reserves the right to request that USER operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by HILL COUNTY. The cost of such testing or repair will be the sole responsibility of USER. Furthermore, HILL COUNTY shall have the right to deactivate, without prior notification to or consent of USER, any field radio or other USER equipment suspected of causing interference, intentionally or unintentionally, to any other radios on the Radio System or to the Radio System's overall operation.
8. In instances in which the parties are engaged in providing mutual aid assistance, USER's radios may be used for voice radio communications over the Radio System infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect. This Agreement does not authorize regular use of the Radio System in situations that do not involve mutual aid assistance between the parties.
9. HILL COUNTY will be responsible for managing infrastructure loading and demand. HILL COUNTY reserves the right, without notice to incumbent users, to enter into a similar agreement with other entities or to deny the addition of new Subscriber Radio equipment to any user of the Radio System. HILL COUNTY shall have sole discretion in determining whether to allow additional users or radios based on HILL COUNTY's determination of whether such addition to the Radio System can be made without adversely impacting the Radio System.
10. USER is prohibited from utilizing telephone interconnect on the Radio System. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or USER's internal phone system(s) through a console patch into the Radio System or to any Subscriber Radio on the Radio System.
11. Due to the radio infrastructure resource allocations required by "Private Call," USER is not permitted to utilize "Private Call" on the Radio System.

12. USER is prohibited from utilizing data communications on the Radio System without HILL COUNTY's explicit written permission.

13. The use of OTAR in association with Subscriber Radio encryption is prohibited without prior approval of HILL COUNTY. Administration of encryption keys will be performed exclusively by HILL COUNTY. USER may utilize and administer other encryption methods as required.

14. HILL COUNTY will enable the USER-provided Advanced System Key (ASK) for use with the USER's Subscriber Radios only, for certain instances at HILL COUNTY'S discretion. The ASK will expire annually, and USER shall be responsible for requesting a renewal following expiration if one is required. USER will be responsible for safeguarding the security of the ASK to prevent theft and/or loss. USER agrees to notify HILL COUNTY immediately upon the theft or loss of the ASK.

15. USER agrees to include the Hill County's interoperable Talk Groups in the programming of its Subscriber Radios and Console Systems.

16. Roaming to other systems or the use of USER's Talk Groups on other trunked systems that are interconnected to the Radio System is prohibited without prior approval by HILL COUNTY. Roaming to other trunked systems will be limited to the Radio System's interoperable Talk Groups, although this capability may be terminated by HILL COUNTY if its use is determined to result in performance degradation to either the Radio System or the interconnected trunked system.

17. Either USER or HILL COUNTY may terminate this Agreement for any reason, with or without cause, upon ninety (90) days written notice to the other party. HILL COUNTY further reserves the right to terminate this Agreement immediately, or deny access to the USER, upon notice of USER misuse of the Radio System. Notwithstanding the foregoing, HILL COUNTY, in its sole discretion, reserves the right to immediately deny access to the USER if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue, or other critical incident between the Master Switch and the USER's environment. HILL COUNTY will use best efforts to restore access to the USER as soon as possible once the security breach, emergency, operational issue, or critical incident is resolved.

COMPLIANCE WITH LAWS

18. The USER shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The USER will also comply with the guidelines, or procedures set out in this Agreement. Furthermore, the USER is responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants for USER Subscriber Radio equipment. Furthermore, the USER will be responsible for payment of any fines and penalties levied against HILL COUNTY (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by USER.

19. Modification, reconfiguration, or exchange of Subscriber Radio equipment may be required in order for HILL COUNTY to comply with Federal, State, and Local Laws and/ or Mandates imposed on HILL COUNTY as the license holder. Following reasonable notice from HILL COUNTY, USER shall be responsible for undertaking such modifications, reconfiguration, or exchange. In the event USER fails to undertake any necessary action, such failure shall be considered "misuse" under Paragraph 18, and HILL COUNTY may terminate this Agreement immediately or deny access to USER.

[End of Document]



HILL COUNTY COMMISSIONERS COURT BRIEF

Date: 4/23/26 Requested Court Date: 5/12/26

From / Office: Hill County Sheriff's Office – Emergency Management Division

Agenda Item Title Requested:

Discuss and Approve Regional Equipment Transfer MOU from the Heart of Texas Council of Governments to Hill County for the Penelope Site that was funded with SERI grant funds

Background:

Hill County applied, back in 2024, with the Courts approval, for the Statewide Emergency Radio Infrastructure (SERI) grant through the Heart of Texas Council of Governments (HOTCOG) to add a radio tower site in Penelope. HOTCOG received approval for this grant and built the tower site. This site consists of a 150' Tower, Backup generator and 800Mhz Radio Infrastructure. As this grant is done by HOTCOG and not the County Directly, the equipment must be transferred to us upon completion. This is a standardized Transfer MOU that has been used in the past.

Operational Impact:

No negative impacts. Increased radio coverage in the Southeast part of the County.

Financial Impact:

No upfront costs, was covered under grant funds. We have already budgeted for the tower maintenance in FY26.

Recommendation / Requested Action:

Request the court approve the equipment transfer.

Legal / Contract Review: X No Yes - Reviewed by County Attorney

Contact Name: Lieutenant Chris Jackson, HCSO Phone: 254-582-2023

Email: cjackson@co.hill.tx.us

Regional Equipment Transfer MOU

Instructions

This form was developed by a Texas Association of Regional Councils (TARC) working group in consultation with the Office of the Governor, Public Safety Office and may be used for the transfer of equipment purchased with federal grant funds. **This form should be used as a template and is only intended to serve as a guide. Each transfer should be evaluated on a case by case basis to determine if the use of this form is appropriate. The parties to the agreement should consult their own local legal counsel and/or compliance officials to determine the appropriateness of the content for each jurisdiction.**

Additional equipment transfer requirements and information may be found in the PSO General FAQs under "Forms and Guides". Specific questions pertaining to the transfer of equipment may be directed to the Office of the Governor, Public Safety Office.

Multiple items may be transferred using a single form, provided all required information for each piece of equipment being transferred is included.

When completing this form be sure to include:

Sub-recipient information

Receiving jurisdiction information

Applicable attachments

ALL required equipment information

Any additional responsibilities for either party, sub-recipient and receiving jurisdiction

Signatures from both the sub-recipient and receiving jurisdictions

Both parties are required to sign the document when the actual physical transfer takes place.

Regional Equipment Transfer MOU

Between

Heart of Texas Council of Governments (HOTCOG)

Sub-Recipient

and

Hill County, Texas

Receiving Jurisdiction/Agency

Purpose

This Memorandum of Understanding (MOU) sets forth the terms, conditions and understanding between {Sub-Recipient} and the {Receiving Jurisdiction/Agency} in regard to transferring and receiving equipment purchased with State and/or Federal grant funds.

Duration

This MOU shall become effective upon signature by the authorized officials from each party and may be modified, and/or terminated, upon mutual consent of both authorized officials.

Certification

This is to certify that the equipment being transferred was acquired by the expenditure of grant funds awarded to the Sub-recipient.

The Receiving Jurisdiction/Agency certifies that they have received a copy of the Grantee Conditions and Responsibilities Memo (Attachment A) and have knowledge of, and are in compliance with the laws, rules and regulations of the grant, including compliance with all state and federal grant eligibility requirements.

The Receiving Jurisdiction/Agency further certifies that they have received a copy of the Sub-Recipient's Grant Award (Attachment B) and agrees to be bound by all the contract covenants and exhibits to the Sub-Recipient's award and any modifications or amendments to that award. Sub-Recipient certifies that all Grant Award documents and amendments are included in Attachment B.

The Sub-Recipient and Receiving Jurisdiction/Agency further certify that they are duly authorized and empowered by their governing body to enter into this agreement.

Equipment being transferred:

(Note: When transferring multiple equipment items under this MOU, it is acceptable to append an attachment to this agreement containing the information noted below for each item.)

Item Description: Mastrv Repeaters, tower, shelter, generator & related equipment
Inventory Number: See attached list
Serial Number/VIN: See attached list
Model Number: See List
Acquisition Date: November 11, 2025
Unit Cost/New Market Value: \$285,311.62
% of Cost Federally Funded: 100%
Grant Year/Program: FY25 Statewide Emergency Radio Infrastructure
FAIN: FH89K124Q1J9 FY 2025 SERI
eGrants Grant Number: 4559402

Regional Equipment Transfer MOU

Sub-recipient Responsibilities:

The Sub-recipient agrees to:

Notify receiving jurisdiction/agency of any known modifications to applicable award requirements within 15 business days of receipt. {INSERT OTHER CONDITIONS FOR SUB-RECIPIENT AS APPROPRIATE}

Receiving Jurisdiction/Agency Responsibilities:

The Receiving Jurisdiction/Agency agrees to:

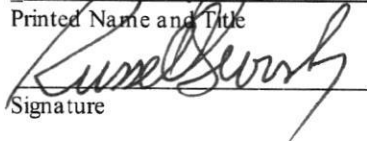
- Maintain compliance with the requirements of federal and state granting agencies;
- Maintain all aspects of the asset including property records, physical inventory, control system, maintenance procedures, records retention, disposition, and comply with all grant requirements;
- Make available to federal and state granting agencies or the Texas State Auditor's Office, or designees of these agencies, any equipment items and related records upon request;
- Ensure the Sub-recipient is notified {INSERT WHO (sub-recipient contact) and HOW (method of notification, such as email or mailing address)} when pass-through equipment is disposed of by the receiving entity in accordance with 2 CFR 200.313 (e) and the Uniform Grant Management System (UGMS), Subpart C, Section .32 (e) Disposition;
- Ensure the equipment is maintained in good working order;
- Ensure a physical inventory is conducted every 2 years;
- Ensure the equipment is used only as allowable under the grant; and
- Ensure any deployable equipment will be made available during an event requiring a regional, statewide, or national response.

Certified & Agreed by:

Heart of Texas Council of Governments
Name of Sub-Recipient

1514 S. New Road, Waco, Texas 76715
Street/Mailing Address, City, County, Zip

Russell Devorsky, Executive Director
Printed Name and Title


Signature

3/17/24
Date

Certified & Agreed by:

Hill County, Texas
Name of Receiving Jurisdiction/Agency

Street/Mailing Address, City, County, Zip

Printed Name and Title

Signature

Date

Date of Transfer:

Sub-Recipient Signature

Receiving Jurisdiction Signature

Printed Name and Title

Printed Name and Title

HILL County FY 2025 SERI Grant-funded Inventory List for Equipment over \$5,000 and Controlled Assets- HOTCOG # 4559402

Note: This form is designed to meet the property management requirements outlined in 2 CFR 200.313(d)

Item Description	Serial/VIN #	Equipment ID (Tag #)	Source of Funding (eGrants Number or Grant Title)	FAIN / SAIN (Located in SOGA)	Title Holder (Agency/grantee)	Acquisition Date	Acquisition Cost	% of Federal (or State) Participation	Location (detailed enough to find item; include address if necessary)	Use (purpose used in grant vs. old/new)	Condition (use drop down menu)	Disposition Date	Disposition (Method, Fair Market Value/Sale Price)
MASTRV P25 Repeater	327126854553	County ID	4959402	EH89K124Q1J9 FY 2025 RI	Hill County	11/19/2025	\$38,001.69	100%	Penelope tower	Radio Communications	Excellent	N/A	N/A
MASTRV P25 Repeater	327126854552	County ID	4959402	EH89K124Q1J9 FY 2025 RI	Hill County	11/19/2025	\$38,001.69	100%	Penelope tower	Radio Communications	Excellent	N/A	N/A
MASTRV P25 Repeater	327126854550	County ID	4959402	EH89K124Q1J9 FY 2025 RI	Hill County	11/19/2025	\$38,001.69	100%	Penelope tower	Radio Communications	Excellent	N/A	N/A
MASTRV P25 Repeater	327126854549	County ID	4959402	EH89K124Q1J9 FY 2025 RI	Hill County	11/19/2025	\$38,001.69	100%	Penelope tower	Radio Communications	Excellent	N/A	N/A
Antenna/Coax Infrastructure	N/A	County ID	4959402	EH89K124Q1J9 FY 2025 RI	Hill County	11/19/2025	\$32,092.86	100%	Penelope tower	Radio Communications	Excellent	N/A	N/A
UPS Battery Backup	MA-555003-002ABC	County ID	4959402	EH89K124Q1J9 FY 2025 RI	Hill County	11/19/2025	\$12,752.50	100%	Penelope tower	Radio Communications	Excellent	N/A	N/A
Penelope Comm Shelter	ERBB0625GS4701	County ID	4959402	EH89K124Q1J9 FY 2025 RI	Hill County	5/12/2025	\$6,269.50	100%	Penelope tower	Radio Communications	Excellent	N/A	N/A
Kohler Generator 48KW	3677GHNK0026	County ID	4959402	EH89K124Q1J9 FY 2025 RI	Hill County	8/26/2025	\$29,710.00	100%	Penelope tower	Radio Communications	Excellent	N/A	N/A
Aviat MW Dish	N/A	County ID	4959402	EH89K124Q1J9 FY 2025 RI	Hill County	11/14/2025	\$9,500.00	100%	Penelope tower	Radio Communications	Excellent	N/A	N/A
150' SST	N/A	County ID	4959402	EH89K124Q1J9 FY 2025 RI	Hill County	8/18/2025	\$43,000.00	100%	Penelope tower	Radio Communications	Excellent	N/A	N/A
							\$285,331.62						



HILL COUNTY COMMISSIONERS COURT BRIEF

Date: 4/23/26 Requested Court Date: 5/12/26

From / Office: Hill County Sheriff's Office – Emergency Management Division

Agenda Item Title Requested:

Approve resolution to adopt Hill County 2026 Hazard Mitigation Plan

Background:

Hill County started, back in 2025, with the Courts approval to renew the required Hazard Mitigation plan. This plan has gone through various meetings with all levels of Governments and received State approval and Federal approval, pending adoption.

Operational Impact:

None – Increases Situation Awareness

Financial Impact:

None – Grant Funded

Recommendation / Requested Action:

Approve and adopt resolution

Legal / Contract Review: X No Yes - Reviewed by County Attorney

Contact Name: Lieutenant Chris Jackson, HCSO Phone: 254-582-2023

Email: cjackson@co.hill.tx.us

HILL COUNTY, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF HILL COUNTY ADOPTING THE HILL COUNTY 2026 HAZARD MITIGATION ACTION PLAN.

WHEREAS, Hill County recognizes the threat that natural hazards pose to people and property within Hill County; and

WHEREAS, the County of Hill has prepared a multi-hazard mitigation plan, hereby known as Hill County 2026 Hazard Mitigation Action Plan in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, Hill County 2026 Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Hill County from the impacts of future hazards and disasters; and

WHEREAS, adoption by the County Commissioners Court demonstrates their commitment to hazard mitigation and achieving the goals outlined in the Hill County 2026 Mitigation Action Plan.

NOW THEREFORE, BE IT RESOLVED BY THE HILL COUNTY, TEXAS, THAT:

The County Commissioner's Court adopts the Hill County 2026 Hazard Mitigation Action Plan. This plan, approved by the community, may be edited or amended after submission for review, but will not require the community to re-adopt any further iterations. This only applies to this specific plan and does not absolve the community from updating the plan in 5 years.

ADOPTED by a vote of ____ in favor and ____ against, and ____ abstaining, this 12th day of May, 2026.

By: _____
Shane Brassell, County Judge

ATTEST: By: _____

(print name and title)



Local Emergency Planning Committee Annual Membership Update Form

**Email completed form to State Emergency Response Commission:
SpecialHazards@tdem.texas.gov**

Name of LEPC/TEPC:Hill County LEPC

City/County/Counties/Tribe Covered:

Hill County

LEPC Type (Select one):

City Single County Multi-County Regional/COG Tribal

LEPC Focus (Select one):

Hazmat Only All-Hazards

Highest-Priority Special Hazard Concerns- Identify major risk categories:

Tier II Facilities Chemical Manufacturing Refineries Mines
 Ports Rail Lines HHFT Trains Pipelines
 Stored Energy/Battery Energy Storage Systems Data Centers/Bitcoin Mining
 Ammonium Nitrate/Explosives Storage Bulk Fuel Terminals

Other:

Members:

Chairperson-

Name:Chris Jackson

Job Title:EMC

Phone:254-582-2023

Organization: Hill County

Email:cjackson@co.hill.tx.us

Information Coordinator-

Name:

Job Title:

Phone:

Organization:

Email:

County Judges/Tribal Council Approvals (Required):

County Judge/Council Chair:County Judge Shane Brassell

County/Tribe:Hill County

Signature:

Date:



Date: May 12, 2026
To: Honorable Commissioners Court
From: John Crawson, Development Services Director
Subject: Republic Services

Background

Hill County currently utilizes Republic Services, Inc. for refuse services at the Huron Annex. A company representative has proposed a new contract that offers a reduced service rate.

Impact on Operations

Approval of this item will result in lower costs for refuse services without affecting operations.

Financial Impact

Approval of the proposed contract will reduce overall expenditures.

Recommendation

It is recommended that the Court formally approve the new contract with Republic Services for the Huron Annex. This item has been reviewed by the County Attorney (see attached email).

John Crawson, Development Services Director



COURT ORDER

ORDER NO: _____
STATE OF TEXAS

DATE: March 12, 2026

COUNTY OF HILL

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Hill County, Texas, held on the 12TH day of March 2026 on a motion made by _____ and seconded by _____, the following Order was adopted:

APPROVAL OF Huron Annex - Republic Services, Inc. contract for refuse.

DONE IN OPEN COURT this the 12TH day of March 2026

Shane Brassell
County Judge

James Holcomb
Commissioner Pct. 1

Larry Crumpton
Commissioner Pct. 2

Scotty Hawkins
Commissioner Pct. 3

Martin Lake
Commissioner Pct. 4



PROPOSAL

5/1/2026

Rachel Parker
 HILL COUNTY HURON PCT 1 ANNEX
 5798 FM 933
 WHITNEY, TX 76692
 Quote: A913442413

HILL COUNTY AUDITORS OFFICE:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 254-687-2456. It's that easy.

Service Details

SMALL CONTAINERS

Existing			
Equipment Qty/Type/Size:	1 - 6.0 yard Containers	Base Rate:	\$400.52 per month
Frequency:	1/week		
Material Type:	Solid Waste		

Price Adjustment

Equipment Qty/Type/Size:	1 - 6.0 yard Container	Base Rate:	\$350.00 per month
Frequency:	1/week		
Material Type:	Solid Waste		

New Estimated Monthly Amount *

Small Container Base Rates	\$350.00
Additional Monthly Items	
1 - Container Refresh Program	\$9.00
Total Fuel/ Environmental Recovery Fees**	\$199.49
Administrative Fee**	\$5.95
Total Estimated Amount	\$564.44

Kristal King
 Republic Services

KKing2@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

**FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit www.republicservices.com/customer-support/fee-disclosures. The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO	
CUSTOMER NAME	HILL COUNTY AUDITORS OFFICE
ATTN	ap hill county
ADDRESS	PO BOX 671
CITY	HILLSBORO, TX
STATE	
ZIP CODE	76645-0671
TEL. NO.	(254) 582-4050 FAX NO.

SITE LOCATION	
SITE NAME	HILL COUNTY HURON PCT 1 ANNEX
ADDRESS	5798 FM 933
CITY	WHITNEY, TX
STATE	
SUITE	
ZIP CODE	76692
TEL. NO.	(254)582-4050 FAX NO.
AUTHORIZED BY	Rachel Parker TITLE
CONTACT	Rachel Parker TITLE

Customer Service Agreement



AGREEMENT NUMBER A913442413

ACCOUNT NUMBER 794-316427

EMAIL : rparker@co.hill.tx.us

N/O	CONT GRP	TYPE	SIZE	C	QTY	ACCT TYPE	C/O	SERV FREQUENCY	EST LIFTS	S	P/O REQ	RECP REQ	LIF CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N	1	FL	88 Yds	N	1	P	N	1/1W				N	XXXX	6/1/2025		\$350.00	\$235.29		Container Refresh \$9.00 Exchange \$212.84 Extra Yds \$75.86 Relocate \$258.71 Removal \$176.41 All others at prevailing rates		88/62
O	1	FL	88 Yds	N	1	P	N	1/1W				N	IT01	5/31/2025		\$400.52					

Allied Waste Systems, Inc. DBA Allied Waste Services of Texas, Republic Services of Texas

HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: _____
(AUTHORIZED SIGNATURE)

BY :

TITLE:

(AUTHORIZED SIGNATURE)

TITLE: _____

CUSTOMER NAME (PLEASE PRINT)

DATE OF AGREEMENT

COMMENTS:
Delivery Notes:
Safety: No Safety Concerns

See reverse for Terms and Conditions

C&I_Std_1_20230829

A913442413

2 of 6

Fuel Recovery Fee - Yes, Environmental Recovery Fee - Yes, Administrative Fee - Yes

Fuel Recovery Fee - Yes, Environmental Recovery Fee - Yes, Administrative Fee - Yes

TERMS AND CONDITIONS

- 1. AGREEMENT.** This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.
- 2. RESPONSIBLE PARTY.** "Company" is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its parent company. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.
- 3. TERM (SCHEDULED AND ON-CALL SERVICES).** FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 36 MONTHS, UNLESS OTHERWISE SPECIFIED. THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 36 MONTHS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.
- 4. TERM (TEMPORARY SERVICES).** FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).
- 5. DEFINITIONS.** "Waste" means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. "Non-Conforming Waste" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). "Recyclables" means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.
- 6. SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE.** Customer grants to Company the exclusive right to perform the services set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Law"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor's reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal.
- 7. PAYMENT AND CHARGES.** Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF"), environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on Company's website at: www.republicservices.com/customer-support/fee-disclosures). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.
- 8. ADJUSTMENTS TO CHARGES.** Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months' average in the Consumer Price Index for All Urban Consumers (Waste, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e) increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipment that differ from those listed in the Service Details (all of the foregoing are "Required Adjustments"). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any other reason by notice to Customer (on its invoice) and with Customer's consent ("Agreed Adjustments"), which consent may be evidenced verbally, in writing, or by the parties' actions and practices. Unless specified otherwise in Company's notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by calling Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment by its actions.
- 9. SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.
- 10. RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer's employees without Company's prior written consent. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site.
- 11. COMPANY INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") TO THE EXTENT ARISING FROM COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.**
- 12. CUSTOMER INDEMNIFICATION. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, AND CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT. THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.**
- 13. SUSPENSION; TERMINATION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

14. LIQUIDATED DAMAGES. If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

15. RIGHT OF FIRST REFUSAL. Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

16. COMMUNICATIONS. To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company pertaining to this Agreement shall be sent via email to contractnotice@republicservices.com, if (and only if) Customer does not have access to email, written notice shall be provided via certified mail to: Republic Services, Attn: Customer Contracts, 18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

17. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER. (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all claims between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

18. MISCELLANEOUS. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

19. CONTAINER REFRESH. If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be recycled by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

20. RECYCLABLES. If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that may make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

21. ROLL-OFF. Republic may charge rent or a minimum lift charge if a roll off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll off, shall not exceed 3 feet in depth and shall not exceed 10 tons in weight. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll off with an open or unlatched back door. (e) If Company is unable to safely haul a roll off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

22. EQUIPMENT RENTAL. Rented equipment shall remain at Customer's Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

MAINTENANCE. Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installation requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS. Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company's instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired. If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer's Site. **DISCLAIMER OF WARRANTIES; DAMAGES.** COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE THEREFOR.

INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

23. ELECTRONIC MATERIAL AND/OR BULB & BATTERY RECYCLING SERVICES. Electronic Material Services and/or Bulb & Battery Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

ADDITIONAL DEFINITIONS. The following additional definitions apply to the recycling of Electronic Material and Bulbs & Batteries only:

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury containing items and materials.

"Electronic Material" consists of any video display devices (CRT or flat panel), computers, servers, laptops, tablets, cell phones, and other electronics that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

BOX MAIL-BACK SERVICES (Electronic Material and Bulbs & Batteries). In connection with Box Mail-Back Services, the following additional terms shall apply:

Pre-Payment; No Refunds. Payment for Box Mail-Back Services is made in advance and will not be refunded for any reason after a box has been shipped to Customer. If Customer returns an unused box, Customer will be responsible for its shipping cost plus a restocking fee.

Expiration of Boxes. Each box must be received by Company or its subcontractor within 1 year from the date of order (the "Expiration Date"). With respect to Electronic Material, the Expiration Date can be extended an additional year for a fee of 50% of the original box price. Company has no obligation after the Expiration Date to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

Safe Packaging Obligation. Customer is responsible for complying with all packaging (including safety packaging contents), sealing, and shipping instructions included with each box.

Electronic Material Specifications. With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) processing electronics containing wood; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or boxes received with expired labels.

Bulbs & Batteries Specifications. With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

PACK-UP & PICK UP SERVICES (Electronic Material and Bulbs & Batteries). In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

Safe Packaging Obligation. Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order and shall ensure such is completed prior to the scheduled pickup date.

Electronic Material Specifications. With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) video display devices (CRT); (2) video display devices (flat panel); (3) computers; (4) laptops, tablets, cell phones; and (5) all other Electronic Material. A full list of items that fall into each of these categories is available upon request. If the Electronic Material is not properly sorted, is not removed from its original packaging, and/or is not properly loaded and palletized, additional fees will apply.

FULL SERVICE (Electronic Material). There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL

JS Initials

DATE:

MM/DD/YYYY





Rachel Parker <rparker@co.hill.tx.us>

Requested Service Proposal – Republic Services, Inc

6 messages

kking2 <mail@signnow.com>
To: "rparker@co.hill.tx.us" <rparker@co.hill.tx.us>

Fri, May 1, 2026 at 9:42 AM



You were invited to review and sign a document

Hi Rachel Parker

Thank you for the opportunity to provide services that fit your needs. At Republic Services, our most important relationships are the ones we have with our customers. We look forward to our partnership and to helping make recycling and waste removal easy for you.

Attached you will find our proposal which outlines our recommended services configured to meet your needs.

Thank you again for this opportunity. Please contact me with any questions.

Kristal King
Republic Services, Inc.
kking2@republicservices.com

[View Document](#)

Did you receive this email by mistake or have any questions?

You can contact the sender by clicking the button below.

Contact Sender

This email contains a secure link to signNow designed for the initial recipient. Please do not forward or share this email, link, or access code with others. If you believe this email was sent to you in error, please contact the sender.

This invite will expire in 30 days



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17 Station Street, Ste. 303, Brookline, MA 02445

Rachel Parker <rarker@co.hill.tx.us>

Fri, May 1, 2026 at 12:02 PM

To: Susan Swilling <auditor@co.hill.tx.us>, John Crawson <jcrawson@co.hill.tx.us>, Amy Peavy <apeavy@co.hill.tx.us>

Hi Crawson,

The company did a review of our account and indicated they can save money. Please find the quote below. Please do not sign anything as we are not allowed to. If you'd like, we can get on the next court agenda.

Here is the current invoice we are paying so you can see the differences:

Lele's



2559 F.M. 66
Itasca TX 76055-510707
Customer Service 254-687-2456
RepublicServices.com/Support

Account Number 3-0794-0316427
Invoice Number 0794-017448501
Invoice Date March 31, 2026
Previous Balance \$579.47
Payments/Adjustments -\$579.47
Current Invoice Charges \$617.32

Important Information
It's easy to go paperless! Sign up for Paperless Billing at RepublicServices.com and enjoy the convenience of managing your account anytime, anywhere, on any device.

Total Amount Due \$617.32	Payment Due Date April 20, 2026
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PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 03/18	808080	-\$579.47

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Hill County Huron Pct 1 Annex 5798 Fm 933 CSA A228917279 Whitney, TX				
1 Fl Waste Container 6 Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$400.52	\$400.52
Container Refresh 04/01-04/30		1.0000	\$9.00	\$9.00
Administrative Fee				\$5.95
Total Fuel/Environmental Recovery Fee				\$201.85
CURRENT INVOICE CHARGES				\$617.32

Huron 100.5.1401.7430

RECEIVED

HILL CO. TREASURER

Here is the new quote:

5/1/2026

Rachel Parker
HILL COUNTY HURON PCT 1 ANNEX
5798 FM 933
WHITNEY, TX 76692
Quote: A913442413

HILL COUNTY AUDITORS OFFICE:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 254-687-2456. It's that easy.

Service Details

SMALL CONTAINERS

Existing

Equipment Qty/Type/Size: 1 - 6.0 yard Containers Base Rate: \$400.52 per month
Frequency: 1/week
Material Type: Solid Waste

Price Adjustment

Equipment Qty/Type/Size: 1 - 6.0 yard Container Base Rate: \$350.00 per month
Frequency: 1/week
Material Type: Solid Waste

New Estimated Monthly Amount *




Small Container Base Rates	\$350.00
Additional Monthly Items	
1 - Container Refresh Program	\$9.00
Total Fuel/ Environmental Recovery Fees**	\$199.49
Administrative Fee**	\$5.95
Total Estimated Amount	\$564.44

Please let me know.

Best,
Rachel



Rachel Parker
HILL COUNTY TREASURER

-  254.582.4050
-  254.582.4019
-  rparker@co.hill.tx.us
-  PO Box 671 Hillsboro, Texas 76645
-  www.co.hill.tx.us

[Quoted text hidden]

Rachel Parker <rparker@co.hill.tx.us> Mon, May 4, 2026 at 4:42 PM
 To: Susan Swilling <auditor@co.hill.tx.us>, John Crawson <jcrawson@co.hill.tx.us>, Amy Peavy <apeavy@co.hill.tx.us>

Hello,

Just looping back around on this item. Do we need to get on the agenda? Or keep things as they are?
I'm trying to get all the items to Kristy for public transparency.

Thanks!
Rachel



Rachel Parker
HILL COUNTY TREASURER

-  254.582.4050
-  254.582.4019
-  rparker@co.hill.tx.us
-  PO Box 671 Hillsboro, Texas 76645
-  www.co.hill.tx.us

[Quoted text hidden]

John Crawson <jcrawson@co.hill.tx.us> Mon, May 4, 2026 at 5:00 PM
 To: Rachel Parker <rparker@co.hill.tx.us>

I was just looking at that old invoice. I mean if it is cheaper then why not?

[Quoted text hidden]

--

John Crawson
Director
Development Services
Office: 254-283-6862
Cell: 254-479-1454
jcrawson@co.hill.tx.us

Rachel Parker <rparker@co.hill.tx.us>
To: John Crawson <jcrawson@co.hill.tx.us>






Mon, May 4, 2026 at 5:02 PM

Sounds good to me. I'll get Kristy to add it as an agenda item for you.

Thanks,
Rachel



Rachel Parker
HILL COUNTY TREASURER

-  254.582.4050
-  254.582.4019
-  rparker@co.hill.tx.us
-  PO Box 671 Hillsboro, Texas 76645
-  www.co.hill.tx.us

[Quoted text hidden]

Rachel Parker <rparker@co.hill.tx.us>
To: David Holmes <dholmes@co.hill.tx.us>

Mon, May 4, 2026 at 5:02 PM

David,

Can you please review the contract attached (click on the link). I will not sign it - but I'll get a copy to court.

Thanks!
Rachel

[Quoted text hidden]



HILL COUNTY COMMISSIONERS COURT BRIEF

Date: 5/6/2026 Requested Court Date: NEXT 5/12/26

From / Office: Development Services

Agenda Item Title Requested:

Southerly Addition Replat

Background:

Moved lot line approx 50'

Operational Impact:

None

Financial Impact:

None

Recommendation / Requested Action:

Approval & Signatures

Legal / Contract Review: No Yes - Reviewed by County Attorney

Contact Name: _____ Phone: _____

Email: _____