

**Commissioners Court March 9, 2021  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **9<sup>th</sup> day of March 2021**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**CALL TO ORDER**

**INVOCATION**

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

**ROLL CALL**

**PUBLIC COMMENTS**

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

**PRESENTATIONS & PROCLAMATIONS**

|   |      |  |
|---|------|--|
| 1 | 4-11 | Presentation by Lisa Naranjo, Commercial Security Specialist, of Fortress Security regarding Security at the Hays County Historic Courthouse. Possible discussion and action may follow.<br><b>INGALSBE/PETERSON</b> |
| 2 | 12   | Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. <b>BECERRA</b>  |

**CONSENT ITEMS**

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

|    |       |   |
|----|-------|---|
| 3  | 13    | Approve payments of County invoices. <b>VILLARREAL-ALONZO</b>   |
| 4  | 14    | Approve the payment of United Healthcare claims. <b>VILLARREAL-ALONZO</b>   |
| 5  | 15    | Approve Commissioners Court Minutes of February 23, 2021. <b>BECERRA/CARDENAS</b>   |
| 6  | 16    | Approve the payment of the March 15, 2021 payroll disbursements in an amount not to exceed \$3,100,000.00 effective March 15, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. <b>BECERRA/RICHEY</b>  |
| 7  | 17    | Approve the reappointments of George Baker, David Reynolds and Kevin Pogue to the Hays County Development District #1, terms ending September 2024. <b>SMITH</b>  |
| 8  | 18    | Accept the Hays County 2016 Road Bond Program SH 21 Corridor Preservation Study Project: Right of Way Preservation Recommendation Report as presented on February 23, 2021.<br><b>INGALSBE/JONES/BORCHERDING</b>  |
| 9  | 19-22 | Approve Utility Permits. <b>BECERRA/BORCHERDING</b>   |
| 10 | 23    | Discussion and possible action to utilize salary savings to pay out compensatory time to Tax Office Chief Deputy, slot 0323-001 bringing balance back into compliance with county policy (60 hours).<br><b>BECERRA/O'KANE</b>   |
| 11 | 24    | Authorize the Justice of the Peace Offices to purchase replacement Fujitsu Scanners utilizing the Justice Court Technology Fund and amend the budget accordingly. <b>BECERRA/MCGILL</b>   |
| 12 | 25-55 | Authorize the execution of Proposals with Axon Enterprise, Inc. for Constable Precincts 1 & 5 for Fleet & Body Camera Packages related to new Deputy Constables approved in FY21 and amend the budget accordingly. <b>INGALSBE/JONES/PETERSON/ELLEN</b>   |
| 13 | 56-72 | Approve no changes to the Hays County Investment Policy and Authorized Investments.<br><b>BECERRA/RICHEY</b>  |
| 14 | 73    | Approve the Treasurer's and Investment Reports for FY 2020. <b>BECERRA/RICHEY</b>   |
| 15 | 74-75 | Authorize the County Judge to execute an addendum to the Master Service Agreement and Lease Product Schedule with Ricoh USA, Inc. to add a fax option in the amount of \$32.07 (\$10.69 each) for copiers located in Veterans Administration, Tax Office, and Transportation Department and to add a vending station in the amount of \$74.17 for the Law Library. <b>BECERRA</b> |
| 16 | 76-98 | Authorize the County Judge to execute an annual renewal agreement with Johnsons Controls, Inc. for Building Maintenance related to HVAC Preventative Maintenance in the amount of \$9,055.<br><b>BECERRA/T.CRUMLEY</b>  |

## ACTION ITEMS

### ROADS

|    |         |  |
|----|---------|--|
| 17 | 99      | Discussion and possible action to consider the release of the maintenance bond #107005275 in the amount of \$96,955.25 and the acceptance of roads into the county road maintenance system for 6 Creeks subdivision, Phase 1, Section 1. <b>SMITH/BORCHERDING</b>  |
| 18 | 100     | Discussion and possible action to consider the release of the maintenance bond #106749937 in the amount of \$12,858.76, the release of the maintenance bond #106749938 in the amount of \$12,739.34, and the acceptance of roads into the county road maintenance system for Belterra Village subdivision, Phase 1 (Hargraves Drive & Holton Drive only). <b>SMITH/BORCHERDING</b> |
| 19 | 101-104 | Discussion and possible action to authorize the County Judge to execute Supplemental Agreement #1 to a Professional Services Agreement (PSA) between Hays County and K Friese and Associates, Inc. for revision of the Hays County Transportation Plan. <b>SMITH/BORCHERDING</b>   |
| 20 | 105-116 | Discussion and possible action to approve a Resolution and a Local On-System Agreement (LOSA) in support of a project on FM2770 that will culminate in a turn-lane at the Flint Hills tank farm facility and authorize the Judge to sign the document. <b>JONES/BORCHERDING</b>  |
| 21 | 117-150 | Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Bowman Engineering for design of intersection improvements at the intersection of Cotton Gin Road and Plum Creek Road. <b>JONES/BORCHERDING</b>  |

### SUBDIVISIONS

|    |         |  |
|----|---------|--|
| 22 | 151-155 | PLN-1558-NP; Discussion and possible action to approve the final plat for the Rocky Oaks Subdivision. <b>SHELL/MACHACEK</b>  |
| 23 | 156-162 | PLN-1612-PC; Call for a Public Hearing on March 30th, 2021 to discuss approval of the Heaton Hollow, Tract 16, Replat. <b>SHELL/MACHACEK</b>                                 |
| 24 | 163-165 | PLN-1587-PC; Call for a Public Hearing on March 30th, 2021 to discuss approval of the Replat of Lots 14 & 15, Rolling Oaks, Section Three, Subdivision. <b>SHELL/PACHECO</b> |
| 25 | 166-169 | SUB-1341; Call for a Public Hearing on March 30th, 2021 to discuss approval of the Mystic Creek Subdivision, Lot 15, Replat. <b>SMITH/MACHACEK</b>                           |

### MISCELLANEOUS

|    |         |   |
|----|---------|---|
| 26 | 170-172 | Discussion and possible action to adopt an Order to Create Two New Election Precincts. <b>SHELL/ANDERSON</b>  |
| 27 | 173     | Discussion and possible action to award RFP 2021-P01 Elevator Maintenance and Repair Services to OTIS Elevator Company and authorize staff and General Counsel to negotiate a contract. <b>BECERRA/T.CRUMLEY</b>  |
| 28 | 174     | Discussion and possible action to utilize salary savings to pay out compensatory time to Tax Office Chief Deputy, slot 0323-001 bringing balance back into compliance with county policy (60 hours). <b>BECERRA/O'KANE</b>  |
| 29 | 175     | Discussion and possible action to authorize a FEMA Public Assistance (PA) submission related to the DR-4586 Severe Winter Storm event; and authorize payment for direct expenses related to this event and amend the budget accordingly. <b>BECERRA</b>   |
| 30 | 176     | Discussion and possible action to consider approval of funding for the appointment of a Court Coordinator to serve Hays County Court at Law #3, pursuant to Chapter 74, Subchapter E of the Texas Government Code. The Court may convene in Executive Session to consult legal counsel under Texas Government Code Sec.551.071. <b>INGALSBE/BECERRA</b> |
| 31 | 177     | Discussion and possible action to accept donated property, a 2.557 acre parcel located off Lois Lane in Hays County and record donation value per Comparative Market Analysis. <b>JONES</b>   |

### EXECUTIVE SESSIONS

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

|    |     |  |
|----|-----|--|
| 32 | 178 | Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of all individual positions that report directly to the Commissioners Court including Department Heads. Possible discussion and/or action may follow in open court. <b>SMITH</b> |
|----|-----|--|

|    |     |  |
|----|-----|--|
| 33 | 179 | Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel and the Auditor's Office related to the U.S. Department of Treasury funds pursuant to Section 501(a) of Division N of the Consolidated Appropriations Act and the COVID-19 local disaster declaration. Possible action to follow in open court. <b>BECERRA</b> |
| 34 | 180 | Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Recoil. Possible discussion and/or action may follow in open Court. <b>SHELL</b>   |

### STANDING AGENDA ITEMS

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

|    |  |
|----|--|
| 35 | Discussion and possible action related to the burn ban and/or disaster declaration. <b>BECERRA</b>   |
| 36 | Discussion related to the Hays County inmate population, to include current population counts and costs. <b>BECERRA</b>  |
| 37 | Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. <b>INGALSB/CUTLER</b> |

### ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 5<sup>th</sup> day of March, 2021

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

\_\_\_\_\_  
**CLERK OF THE COURT**

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

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Presentation by Lisa Naranjo, Commercial Security Specialist, of Fortress Security regarding Security at the Hays County Historic Courthouse. Possible discussion and action may follow.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Constable David Peterson

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

Lisa Naranjo will present an overview of the services offered by Fortress Security.



**A Proposal For:**

# **HAYS COUNTY COURTHOUSE**

**Original: 07/21/2020**

**Revision 1: 12/02/2020**

**Revision 2: 02/19/2021**



## FORTRESS SECURITY

Texas Commercial and Residential Security Systems  
www.fortresssecurity.com

**1.866.378.9258**

24 hours

License - TX B10837 / ACR-1750967 / OK-1987

### A Proposal For:

## HAYS COUNTY COURTHOUSE

111 San Antonio St  
San Marcos, TX 78666  
512-393-7730

### Surveyed On: 07/08/2020

Surveyed By: Lisa Naranjo, *Commercial & Residential Sales*

### Reviewed On: 07/21/2020

Plans Reviewed/Approved By: Jerrod Smith, *Territory Manager*

### Submitted On: 07/21/2020

Submitted By: Lisa Naranjo, *Commercial & Residential Sales*

### Prepared By:

Dustin Jones, *Sales Engineer*  
DJones@FortressSecurity.com  
1-866-378-9258

### Fortress Security

24 Hours 1-866-378-9258

Lisa Naranjo

Email: Lisa.Naranjo@FortressSecurity.com



### IMPORTANT NOTES

Proposal is valid for 30 days from date on proposal.

Change orders that are required to complete the project satisfactorily or that are made by customer or AHJ prior to or during project may incur additional labor and material charges.

The labor charges will be billed at a minimum rate of \$95/hour/technician. If an aerial lift is required, charges will be passed along to customer. Required drawings and permits are not included in price.

Proposal assumes all existing wiring and any hardware used is good and usable. Internet with a static IP address from your ISP is required for remote access to camera system and access control system.

For outright purchased systems 50% payment due at commencement of the project. Some projects will require progress payments and unless otherwise stated the remaining 50% balance will be due on date of completion. For leased systems 100% of the installation payment is due before commencement of the project.



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## FORTRESS SECURITY

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

**1.866.378.9258**

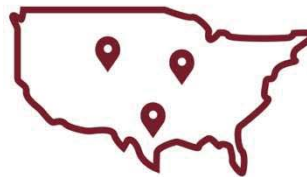
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### WHY CHOOSE FORTRESS SECURITY?



REAL PEOPLE, HERE TO HELP 24  
HRS/DAY 365 DAYS/YR



THREE 24-HOUR U.L. LISTED  
MONITORING STATIONS



OUR TECHNICIANS ARE REGISTERED  
WITH THE TEXAS DEPARTMENT OF  
PUBLIC SAFETY AND STATE FIRE  
MARSHAL'S OFFICE



ALL FORTRESS TECHNICIANS ARE  
EMPLOYED BY FORTRESS



FAMILY-OWNED, FAMILY-OPERATED  
SINCE OUR INCEPTION IN 2001



OUR CUSTOMERS GIVE US  
9.2 OUT OF 10 STARS ([trustpilot.com](https://www.trustpilot.com))

We know you have a choice, and we work every day to provide our  
customers unparalleled security for Texans, by Texans.



[FORTRESSECURITY.COM](http://FORTRESSECURITY.COM)





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24 hours

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Dear Michael Varela:

Thank you for taking time to speak with us to discuss your security needs. Based on our correspondence with you, Fortress Security submits the following solutions for security systems customized to fit your specifications and concerns. Fortress Security is confident that our solutions will meet both your strict specifications and our highest standards for quality, while allowing opportunity for future expansion, if necessary.

Fortress Security provides our clients with award winning products and personal service to meet all your protection needs. As a Fortress Security client, you will have access to immediate assistance 24 hours a day, 365 days a year by our professionally trained operators at our three 24-hour U.L. Listed monitoring stations as well as direct points of personal contact who can address your needs quickly and provide you with the correct resolution. All work is performed by employees of Fortress Security who are professionally trained technicians and registered with the Texas Department of Public Safety and State Fire Marshal's Office. Employing our own technicians allows us to accommodate our customer's requests with same day or next day service.

This document may include additional protection that was not discussed during our initial meeting to address specific areas of concern. For over 15 years, Fortress Security has designed custom systems for residential, commercial and critical infrastructure applications and will only propose the best solutions for your security needs. If you like, you may be able to adjust the level of protection initially and expand at a later date. I would be happy to discuss these options with you.

Thank you for giving Fortress Security the opportunity to protect your home or business. If you need additional information, please call or email me at any time. I look forward to our successful relationship moving forward!

Sincerely,

Jerrod Smith  
817-226-7233  
[www.fortresssecurity.com](http://www.fortresssecurity.com)



[FORTRESSECURITY.COM](http://FORTRESSECURITY.COM)





## FORTRESS SECURITY

Texas Commercial and Residential Security Systems  
www.fortresssecurity.com

**1.866.378.9258**

24 hours

License - TX B10837 / ACR-1750967 / OK-1987

Hays County Courthouse  
Attn: Michael Varela  
111 San Antonio St  
San Marcos, TX 78666

**Revision 2**  
Date 02/19/2021

### Qty Description of Surveillance System

- 1 Hikvision 16 Channel NVR
- 1 16TB HDD Yields Approximately 16 Days of **Continuous** Recording
- 16 Hikvision 8MP 2.8mm 30m IR IP66 Turret Cameras
- 1 22" High Definition Widescreen Monitor
- Inc Wire, Installation, Programming, Full System Demo*
- Inc Web Login and Smartphone App for Remotely Viewing Live and Recorded Footage*

#### **OPTION 1: Outright Purchase**

Upfront Installation Cost \$20124

**INITIAL** \_\_\_\_\_

- 30 Days Labor, 1 Year Manufacturer's Parts Warranty

#### **OPTION 2: Lease**

Upfront Installation Cost \$8490

Monthly Service \$345

**INITIAL** \_\_\_\_\_

- Initial Term 36 Months
- **Monthly Lifetime Warranty is Included**

#### **Footnotes:**

- Remote Features require connection to high-speed broadband internet with a minimum upload speed of 15Mbps, in addition to any bandwidth needed for customer's devices
- If aerial lift is needed, cost will be billed to customer upon completion of job, in addition to proposal price
- Every attempt will be made to conceal wire, keep wire in conduit, and avoid visibly penetrating masonry- customer must elect a representative to be present during install, to approve any necessary holes/conduit/visible wire
  - If holes/wire are not approved, mounting locations may have to be adjusted/limited, and mounting integrity may be compromised to some extent
- To facilitate in minimizing wiring, Fortress must have access and permission to connect to network locations in offices near each camera location

Accepted By \_\_\_\_\_

Date \_\_\_\_\_



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## FORTRESS SECURITY

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**1.866.378.9258**

24 hours

License - TX B10837 / ACR-1750967 / OK-1987

Hays County Courthouse  
Attn: Michael Varela  
111 San Antonio St, San Marcos, TX 78666

**Original Proposal**  
Date 02/19/2021

### Qty Description of Intrusion System

- 1 IQ Smart 7" HD Touchscreen Panel
- 1 LTE & IP (Wi-Fi) Dual Path Communicator
- 1 Built-in Panel Glass Break Detector
- 1 Built-in Panel 5MP Camera for Disarm Photos (additional added service)
- 1 Built-in Panel Tamper
- 12 Power G Wireless Recessed Man-Door Contacts
- 1 Power G Wireless 360 Motion Detectors
- 6 Under-Counter Panic Buttons w/ Power G Wireless Transceivers
- 1 Power G Wireless Repeater
- 1 Secondary Wi-Fi Touchscreen Keypad (requires same Wi-Fi network between keypads)
- Inc Wire, Installation, Programming, Full System Demo

#### **OPTION 1: 24 Hour U.L. Listed Monitoring Service**

Upfront Installation Cost \$3549

Monthly Monitoring \$50

INITIAL \_\_\_\_\_

- Initial Term 36 Months
- **Alarm.com Remote Access Included**
- **30 Day Labor Warranty and 1 Year Equipment Warranty**

#### **OPTION 2: 24 Hour U.L. Listed Monitoring Service**

Upfront Installation Cost \$995

Monthly Monitoring \$110

INITIAL \_\_\_\_\_

- Initial Term 36 Months
- **Alarm.com Remote Access Included**
- **Lifetime Warranty is Included with Monthly Monitoring**

Accepted By \_\_\_\_\_

Date \_\_\_\_\_

#### IMPORTANT NOTES

Proposal is valid for 30 days from date on proposal.

Change orders that are required to complete the project satisfactorily or that are made by customer or AHJ prior to or during project may incur additional labor and material charges.

The labor charges will be billed at a minimum rate of \$95/hour/technician. If an aerial lift is required, charges will be passed along to customer. Required drawings and permits are not included in price.

Proposal assumes all existing wiring and any hardware used

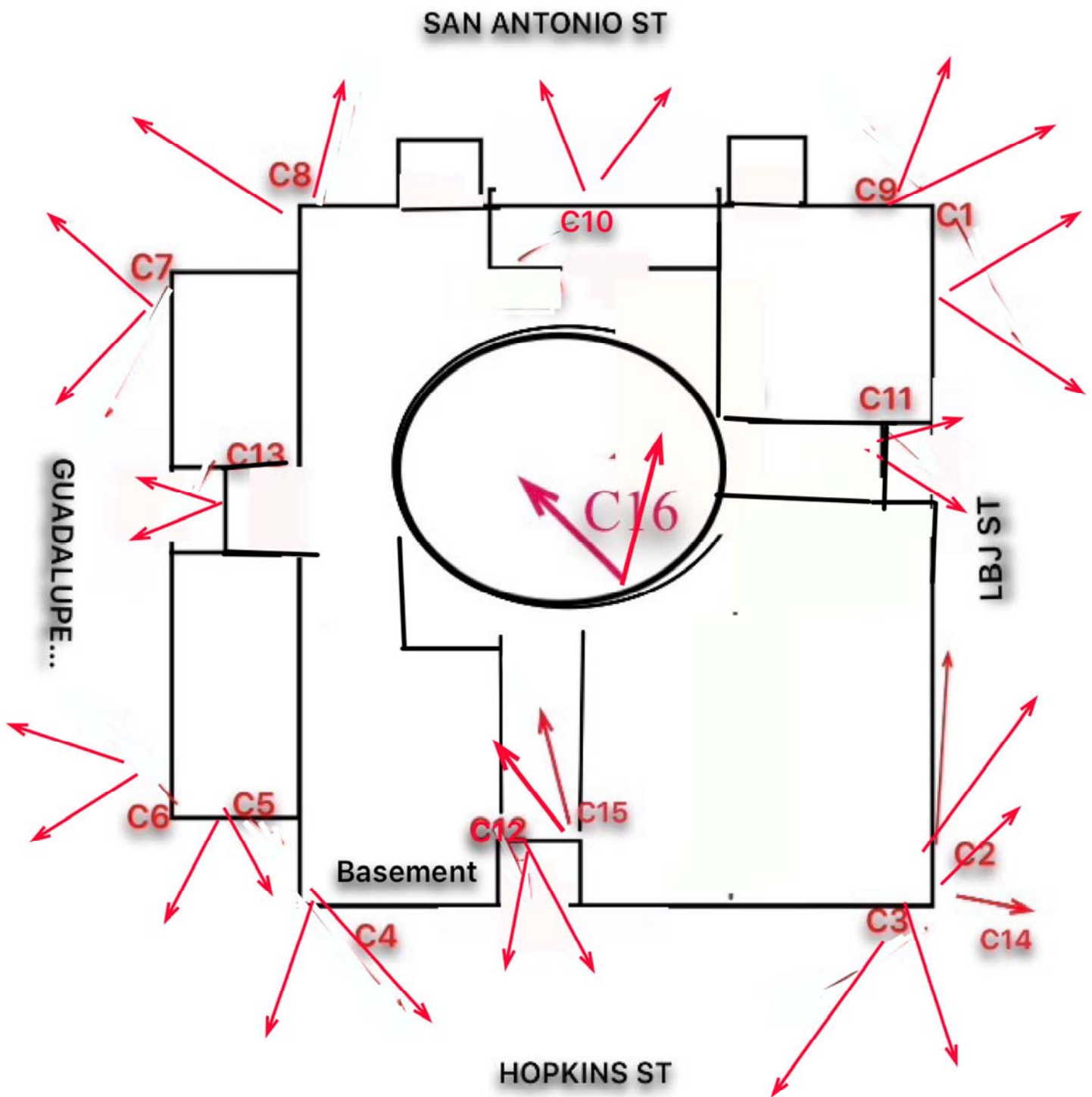
is good and usable. Internet with a static IP address from your ISP is required for remote access to camera system and access control system.

For outright purchased systems 50% payment due at commencement of the project. Some projects will require progress payments and unless otherwise stated the remaining 50% balance will be due on date of completion. For leased systems 100% of the installation payment is due before commencement of the project.



FORTRESSECURITY.COM





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

BECERRA

N/A

#### SUMMARY

Information will be presented during Court.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve payment of County invoices.

#### ITEM TYPE

CONSENT

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

#### REQUESTED BY

Auditor's Office

#### SPONSOR

VILLARREAL-  
ALONZO

#### CO-SPONSOR

N/A

#### SUMMARY

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the payment of United Healthcare claims.

#### ITEM TYPE

CONSENT

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

#### REQUESTED BY

Auditor's Office

#### SPONSOR

VILLARREAL-  
ALONZO

#### CO-SPONSOR

N/A

#### SUMMARY

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve Commissioners Court Minutes of February 23, 2021.

#### ITEM TYPE

CONSENT

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

CARDENAS

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Minutes sent separately to the Court.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the payment of the March 15, 2021 payroll disbursements in an amount not to exceed \$3,100,000.00 effective March 15, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

| ITEM TYPE | MEETING DATE  | AMOUNT REQUIRED |
|-----------|---------------|-----------------|
| CONSENT   | March 9, 2021 | N/A             |

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

Approve the March mid month payroll disbursements not to exceed \$3,100,000.00.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the reappointments of George Baker, David Reynolds and Kevin Pogue to the Hays County Development District #1, terms ending September 2024.

#### ITEM TYPE

CONSENT

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

SMITH

N/A

#### SUMMARY

Hays County Development District was created by Hays County Commissioners Court in 1999 pursuant to Section 383 Local Government Code.

Baker, Reynolds and Pogue have all agreed to continuing serving.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Accept the Hays County 2016 Road Bond Program SH 21 Corridor Preservation Study Project: Right of Way Preservation Recommendation Report as presented on February 23, 2021.

| ITEM TYPE | MEETING DATE  | AMOUNT REQUIRED |
|-----------|---------------|-----------------|
| CONSENT   | March 9, 2021 |                 |

#### LINE ITEM NUMBER

|  |
|--|
|  |
|--|

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

| REQUESTED BY                                     | SPONSOR  | CO-SPONSOR |
|--|----------|------------|
| Jerry Borcharding, P.E., Transportation Director | INGALSBE | JONES      |

#### SUMMARY

A presentation to the Court was made on February 23, 2021 on the 2016 Road Bond Program SH 21 Corridor Preservation Study Project: Right of Way Preservation Recommendation Report. Upon acceptance, the Recommendation Report can be viewed at the following link: <http://sh21corridor.com/>.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve Utility Permits.

#### ITEM TYPE

CONSENT

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jerry Borcharding

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Permit #: TRN-2021-4166-UTL Road Name: 4255 Old Bastrop Rd (Trench/Road Cut) Utility Company: Zayo Group (Fiber Optic)



## Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

### UTILITY PERMIT APPROVAL LETTER

**\*\* Notification must be given IN WRITING at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. \*\***

The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

#### General Special Provisions:

1. Construction of this line will begin on or after TBD .

#### Utility Company Information:

Name: Zayo Group

Address: 330 N Interstate 35 Austin TX

Phone:

Contact Name: Toby Garber

#### Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

#### Hays County Information:

Utility Permit Number: TRN-2021-4166-UTL

Type of Utility Service: Fiber Optic

Project Description:

Road Name(s): CR-266, FM-621, , , , ,

Subdivision:

Commissioner Precinct:

What type of cut(s) will  
you be using ?



Boring



Trenching



Overhead



N/A

Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on .

A handwritten signature in black ink, appearing to read "Mark B. [illegible]".

Engineering Technician

02/23/2021

Signature

Title

Date

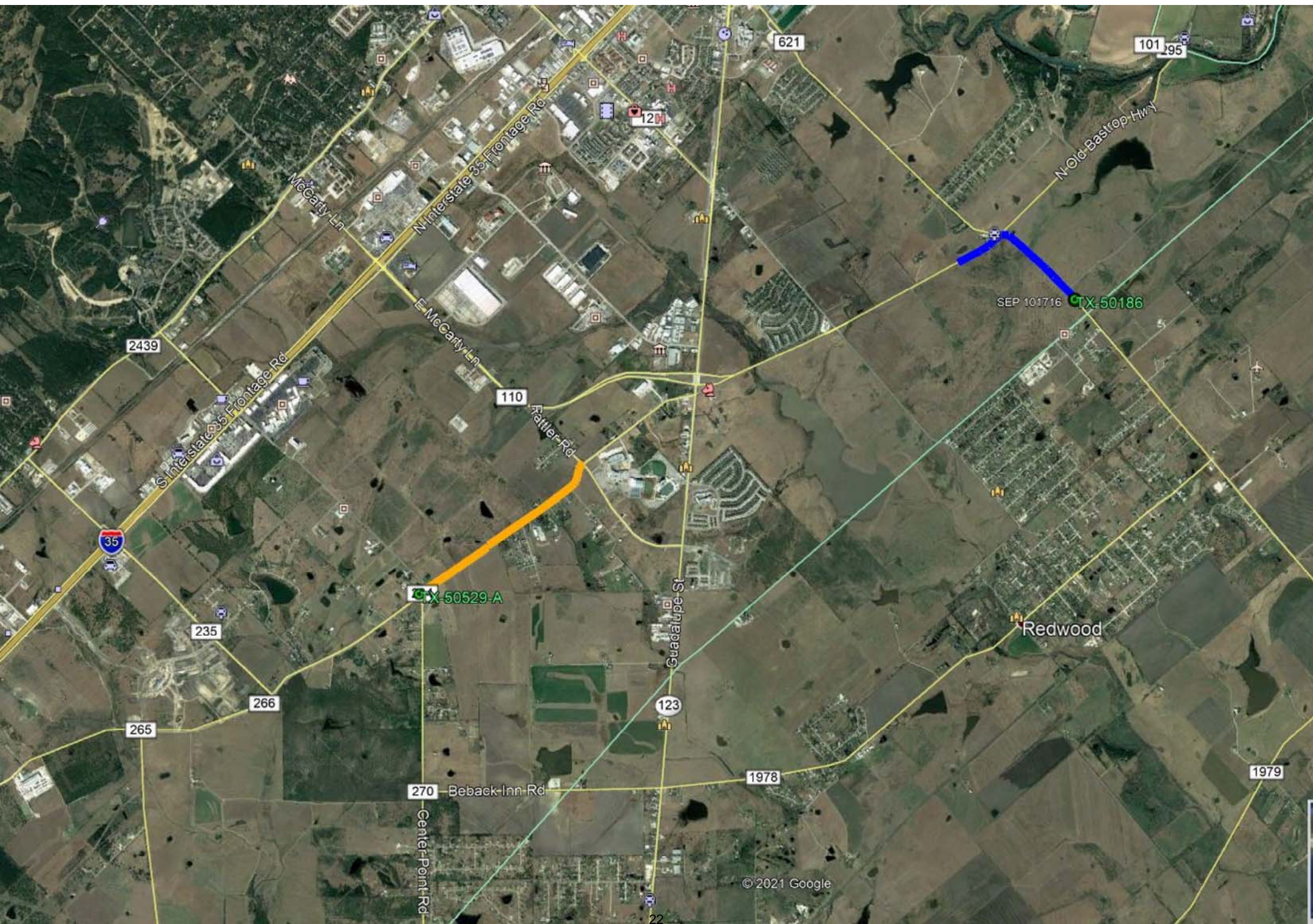


CR-266/FM-621  
HAYS COUNTY, TEXAS

CONTRACTORS-YOU'RE TO CALL THE TxDOT INSPECTOR NOTED ON THE APPROVED PERMIT 48-HOURS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO CONTACT TxDOT DISTRICT TRAFFIC SIGNAL SHOP AT 817-370-3661 FOR LINE LOCATES IF BURIED PORTION OF THIS WORK IS NEAR TxDOT TRAFFIC SIGNALS.

THIS DESIGN IS TO AVOID CONFLICT  
FOR PROPOSED HAYS COUNTY PROJECT

|     |       |
|-----|-------|
| DWG | COVER |
|-----|-------|



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to utilize salary savings to pay out compensatory time to Tax Office Chief Deputy, slot 0323-001 bringing balance back into compliance with county policy (60 hours).

| ITEM TYPE            | MEETING DATE  | AMOUNT REQUIRED |
|----------------------|---------------|-----------------|
| ACTION-MISCELLANEOUS | March 9, 2021 | \$6,616         |

#### LINE ITEM NUMBER

001-619-00]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

| REQUESTED BY   | SPONSOR | CO-SPONSOR |
|----------------|---------|------------|
| Jenifer O'Kane | BECERRA |            |

#### SUMMARY

The Tax Assessor is requesting authorization to process comp time payout for her Chief Deputy in order to bring her comp hours within the required 60 hours per the county policy. Due to the tax season workload and shortages within the office, the Chief Deputy earned comp hours and has not been able to reduce those hours. Funds are available with their salary line items for this action.

|        |                                    |
|--------|------------------------------------|
| 206.50 | Hours over comp balance per policy |
| 5,460  | Base Salary pay out                |
| 1,155  | Fringe                             |
| 6,616  | Total Impact                       |

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the Justice of the Peace Offices to purchase replacement Fujitsu Scanners utilizing the Justice Court Technology Fund and amend the budget accordingly.

| ITEM TYPE | MEETING DATE  | AMOUNT REQUIRED |
|-----------|---------------|-----------------|
| CONSENT   | March 9, 2021 | \$24,990        |

#### LINE ITEM NUMBER

Fund 112

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

| REQUESTED BY | SPONSOR | CO-SPONSOR |
|--------------|---------|------------|
| Jeff McGill  | BECERRA |            |

#### SUMMARY

The IT Department has identified Fujitsu Scanners that have reached end of life and are no longer eligible for warranty. Scanners are purchased from the Amazon Business Account and price varies slightly based on availability. Estimated cost is approximately \$1,470 per unit. Funds are available within the Justice Court Technology Fund and the following equipment will be distributed:

JP 1-1 - 6 Fujitsu Scanners  
JP 1-2 - 2 Fujitsu Scanners  
JP 2 - 4 Fujitsu Scanners  
JP 3 - 2 Fujitsu Scanners  
JP 5 - 3 Fujitsu Scanners

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the execution of Proposals with Axon Enterprise, Inc. for Constable Precincts 1 & 5 for Fleet & Body Camera Packages related to new Deputy Constables approved in FY21 and amend the budget accordingly.

| ITEM TYPE | MEETING DATE  | AMOUNT REQUIRED |
|-----------|---------------|-----------------|
| CONSENT   | March 9, 2021 | \$9,597.25      |

#### LINE ITEM NUMBER

001-635/639]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

| REQUESTED BY    | SPONSOR  | CO-SPONSOR |
|-----------------|----------|------------|
| Peterson, Ellen | INGALSBE | JONES      |

#### SUMMARY

The Constable Pct. 1 & 5 were approved Deputy Constable positions effective 4/1/21 during the FY21 budget process and are ordering the necessary law enforcement equipment for full functionality. The funds were budgeted and will be moved to the appropriate line items for the equipment purchases to be recorded correctly in the general ledger.

##### Constable Pct. 1:

Fleet Camera System w/Evidence.com - \$1,122.00

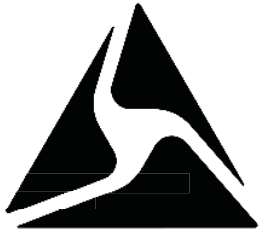
Body/Taser Camera System w/Evidence.com - \$2,709.50

##### Constable Pct. 5:

Fleet Camera System and Cradle Point Device w/Evidence.com - \$3,141.00

Body/Taser Camera System w/Evidence.com - \$2,624.75

Attachments: Axon Enterprise, Inc. Proposals



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-289877-44258.750RM**

Issued: 03/03/2021



**Quote Expiration: 04/01/2021**

**Account Number: 115223**

Payment Terms: Net 30  
Delivery Method: Fedex - Ground  
Contract Number: 00028583

**SALES REPRESENTATIVE**

Russ Myers  
Phone: 480-463-2168  
Email: rmyers@axon.com  
Fax: 480-999-6151

**PRIMARY CONTACT**

Marva Pearce  
Phone: (512) 749-1185  
Email: marva@co.hays.tx.us

**SHIP TO**

Marva Pearce  
Hays County Constable Pct. 1 - TX  
712 S. Stage Coach Trail  
Suite 2210  
San Marcos, TX 78666  
US

**BILL TO**

Hays County Constable Pct. 1 - TX  
111 E. SAN ANTONIO ST. 104  
San Marcos, TX 78666  
US

**Year 1**

| Item                             | Description                                   | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|---|---------------|----------|-----------------|----------------|-------------|
| <b>Axon Plans &amp; Packages</b> |   |               |          |                 |                |             |
| 80217                            | FLEET 2 UNLIMITED WITH TAP PAYMENT            | 6             | 1        | 774.00          | 774.00         | 774.00      |
| <b>Hardware</b>                  |   |               |          |                 |                |             |
| 80179                            | FLEET 2 TAP TRUE-UP PAYMENT                   | 6             | 1        | 348.00          | 348.00         | 348.00      |
| 80214                            | FLEET EVIDENCE.COM UNLIMITED STORAGE          | 54            | 1        | 0.00            | 0.00           | 0.00        |
| 71088                            | AXON FLEET 2 KIT                              |               | 1        | 0.00            | 0.00           | 0.00        |
| 87069                            | TECH ASSURANCE PLAN FLEET 2 KIT WARRANTY      | 54            | 1        | 0.00            | 0.00           | 0.00        |
| <b>Other</b>                     |   |               |          |                 |                |             |
| 87050                            | FLEET VIEW XL ACCESS LICENSE                  | 54            | 1        | 0.00            | 0.00           | 0.00        |
| 73335                            | FLEET CAMERA REFRESH (ONE FRONT AND ONE REAR) |               | 1        | 0.00            | 0.00           | 0.00        |
| Subtotal                         |   |               |          |                 |                | 1,122.00    |
| Estimated Shipping               |   |               |          |                 |                | 0.00        |
| Estimated Tax                    |   |               |          |                 |                | 0.00        |
| Total                            |   |               |          |                 |                | 1,122.00    |

Year 2

| Item                  | Description                        | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------|------------------------------------|---------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages |                                    |               |          |                 |                |             |
| 80217                 | FLEET 2 UNLIMITED WITH TAP PAYMENT | 12            | 1        | 1,548.00        | 1,548.00       | 1,548.00    |
|                       |                                    |               |          |                 | Subtotal       | 1,548.00    |
|                       |                                    |               |          |                 | Estimated Tax  | 0.00        |
|                       |                                    |               |          |                 | Total          | 1,548.00    |

Year 3

| Item                  | Description                        | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------|------------------------------------|---------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages |                                    |               |          |                 |                |             |
| 80217                 | FLEET 2 UNLIMITED WITH TAP PAYMENT | 12            | 1        | 1,548.00        | 1,548.00       | 1,548.00    |
|                       |                                    |               |          |                 | Subtotal       | 1,548.00    |
|                       |                                    |               |          |                 | Estimated Tax  | 0.00        |
|                       |                                    |               |          |                 | Total          | 1,548.00    |

Year 4

| Item                  | Description                        | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------|------------------------------------|---------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages |                                    |               |          |                 |                |             |
| 80217                 | FLEET 2 UNLIMITED WITH TAP PAYMENT | 12            | 1        | 1,548.00        | 1,548.00       | 1,548.00    |
|                       |                                    |               |          |                 | Subtotal       | 1,548.00    |
|                       |                                    |               |          |                 | Estimated Tax  | 0.00        |
|                       |                                    |               |          |                 | Total          | 1,548.00    |

Year 5

| Item                  | Description                        | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------|------------------------------------|---------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages |                                    |               |          |                 |                |             |
| 80217                 | FLEET 2 UNLIMITED WITH TAP PAYMENT | 12            | 1        | 1,548.00        | 1,548.00       | 1,548.00    |
|                       |                                    |               |          |                 | Subtotal       | 1,548.00    |
|                       |                                    |               |          |                 | Estimated Tax  | 0.00        |
|                       |                                    |               |          |                 | Total          | 1,548.00    |

|             |          |
|-------------|----------|
| Grand Total | 7,314.00 |
|-------------|----------|

## Summary of Payments

| Payment            | Amount (USD)    |
|--------------------|-----------------|
| Year 1             | 1,122.00        |
| Year 2             | 1,548.00        |
| Year 3             | 1,548.00        |
| Year 4             | 1,548.00        |
| Year 5             | 1,548.00        |
| <b>Grand Total</b> | <b>7,314.00</b> |

STATEMENT OF WORK & CONFIGURATION DOCUMENT

## Axon Fleet In-Car Recording Platform





This document details a proposed system design

Agency Created For: Hays County Constable Pct. 1 - TX

Quote: Q-289877-44258.750RM

|                      |              |
|----------------------|--------------|
| Sold By:             | Russ Myers   |
| Designed By:         | Ashlyn Frahm |
| Installed By:        | Customer     |
| Target Install Date: |              |

## VEHICLE OVERVIEW

| SITE NAME   | CUSTOMER NAME                     |
|---|-----------------------------------|
| Headquarters  | Hays County Constable Pct. 1 - TX |
| <div> <div> <b>Total Configured Vehicles</b> <ul style="list-style-type: none"> <li>1 Total Vehicles with this Configuration</li> </ul> </div> <div> <b>Video Capture Sources</b> <ul style="list-style-type: none"> <li>2 Total Cameras Deployed</li> <li>1 Axon Signal Unit(s) Per Vehicle</li> </ul> </div> <div> <b>Mobile Data Terminal Per Vehicle</b> <ul style="list-style-type: none"> <li>1 Located In Each Vehicle</li> </ul> </div> <div> <b>Mobile Router Per Vehicle</b> <ul style="list-style-type: none"> <li>1 Cradlepoint IBR900-1200</li> </ul> </div> <div> <b>Offload Mechanism</b> <ul style="list-style-type: none"> <li>Wi-Fi</li> </ul> </div> <div> <b>Evidence Management System</b> <ul style="list-style-type: none"> <li>Evidence.com</li> </ul> </div> </div> <div>  <p>Axon Camera</p>  <p>Signal Unit</p>  <p>In-Car Router</p>  <p>Battery Box</p> </div> |                                   |

## SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

### Vehicle Hardware

|                                   |   |  |
|-----------------------------------|---|--|
| Vehicle Hardware                  | 2   | Axon Fleet Cameras will be installed in each vehicle             |
|                                   | 2   | Axon Fleet Battery Boxes will be installed in each vehicle       |
|                                   | 1   | Axon Signal Units will be installed in each vehicle              |
|                                   | 1   | Cradlepoint IBR900-1200 router will be installed in each vehicle |
| Axon Battery Boxes                | The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.   |  |
| Signal Activation Methods         | When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.   |  |
| Mobile Data Terminal              | Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.   |  |
| Mobile Data Terminal Requirements | <p><b>Operating System:</b> Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates</p> <p><b>Hard Drive:</b> Must have 25GB+ of free disk space</p> <p><b>RAM/Memory:</b> Windows 7 - 4GB or greater   Windows 10 - 8GB or greater</p> <p><b>Ethernet Port:</b> The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port.</p> <p><b>Wi-Fi Card:</b> The system requires an 802.11n compatible Wi-Fi card using 5Ghz band.</p> <p><b>USB Ports:</b> If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.</p> |  |

|                                  |   |                         |
|----------------------------------|---|-------------------------|
| <b>Additional Considerations</b> | If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare.<br>For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation. |                         |
|                                  | In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.  |                         |
| <b>Hardware Provisioning</b>     | Customer will provide the following router for all vehicles:  | Cradlepoint IBR900-1200 |
|                                  | The customer will provide a MDT for each vehicle  |                         |

### In-Car Network Considerations

|                       |   |   |                    |  |
|-----------------------|---|---|--------------------|--|
| Network Requirements  | Cradlepoint IBR900-1200 will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together. |   |                    |  |
| Network Addressing    | IP Addressing   |   | Total IPs Required |  |
|                       | Axon Fleet Cameras  | 2 | 4                  |  |
|                       | Mobile Data Terminal  | 1 |                    |  |
|                       | Cradlepoint IBR900-1200   | 1 |                    |  |
| Hardware Provisioning | Customer to provide all IP addressing and applicable network information  |   |                    |  |

### Network Consideration Agreement

|  |  |
|--|--|
| <b>Network Consideration Agreement</b> | Customer acknowledges the minimum requirements for the network to support this Statement of Work.  |
|  | All Axon employees performing services under this SOW are CJIS certified.  |
|  | If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility. |

## Professional Services & Training

|                                    |   |
|------------------------------------|---|
| <b>Project Management</b>          | Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.  |
| <b>Vehicle Installation</b>        | <p>Customer will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a "clip" and removal of existing in-car system hardware. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <p>Clip vs Rip installation removal:</p> <ul style="list-style-type: none"> <li>○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal.</li> <li>○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.</li> </ul> |
| <b>Custom Trigger Installation</b> | Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.  |
| <b>Training</b>                    | <p>End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL.</p> <p>End-user go-live training and support is not included in the installation fee scope.</p>   |

## WiFi Offload Considerations

|                        |   |
|------------------------|---|
| WiFi Offload Standards | There will be a maximum of 0 concurrent vehicles offloading at any given time.  |
|                        | 0 servers are required to facilitate the offload of in-car data to Evidence.com   |
|                        | 0 wireless access point(s) are required to facilitate the offload of data to Evidence.com   |
|                        | When in proximity, the Cradlepoint IBR900-1200 will connect to the agency's wireless access point(s) and initiate the upload of recorded video content  |
|                        | Axon will not assume any responsibility for the management of/or configuration of an Axon Fleet compatible 3rd party router purchased by the Agency   |
|                        | Upon completion of solution connectivity, meaning Axon Fleet is operational and appropriately connected to the Agency's WAP/Network Infrastructure, the Agency will then assume responsibility for their network workflow.  |
|                        | In the event the Agency has a VPN/APN, Axon requires the appropriate Administrator of the Agency be present during the entire installation of Fleet.  |
|                        | In the event the Agency is using Wi-Fi Offload and a WOS server is being used, Axon requires the appropriate Administrator of the Agency be present for the installation of Fleet in the initial vehicle.   |
|                        | Customer will provide all wireless access points for installation.  |
|                        | Customer will provide all server(s) for this installation.  |
|                        | Customer will provide the data switch for this installation.  |
|                        | Customer will provide the server rack for this installation.  |
|                        | Customer will provide the KVM, monitor and mouse for this installation.   |
|                        | Customer will provide the Uninterruptible Power Supply (UPS) for this installation.   |
|                        | Servers will maintain a Sustained Disk Write Speed of Mbps.   |
|                        | An Axon representative will provide the Agency detailed instructions for the WOS server setup and configuration (to include racking the server, setup of the server, and configuration of Axon WOS Software and Microsoft IIS Server). It is the responsibility of the Agency to ensure the WOS Server(s) are operational before the scheduled deployment date. Axon will provide remote assistance per the Agency's request. |

## Network Considerations

|                         |                                      |   |          |  |
|-------------------------|--------------------------------------|---|----------|--|
| Agency Provided Metrics | Camera Bitrate (see Comments)        |   | Mbps     |  |
|                         | Shifts per Day                       |   | Shifts   |  |
|                         | Maximum Offline Time                 | 0 | Days     |  |
|                         | Hours Of video Recorded Per Shift    | 0 | Hours    |  |
|                         | Number of Vehicles per Shift at Site | 0 | Vehicles |  |
|                         | Max Concurrent Vehicles Offloading   | 0 | Vehicles |  |
|                         | Available Internet Upload Bandwidth  | 0 | Mbps     |  |
| Variables               | Vehicle Offload Time                 | 0 | Minutes  |  |
|                         | Wi-Fi Overhead                       | 0 | Percent  |  |
|                         | Network Protocol Overhead            | 0 | Percent  |  |
|                         | Max Storage Utilization %            | 0 | Percent  |  |
| Results                 | Data Size per Vehicle / Shift        | 0 | MB       |  |

## Network Considerations

|         |                                      |   |      |  |
|---------|--------------------------------------|---|------|--|
| Results | Required Throughput Per Verhicle     | 0 | Mbps |  |
|         | Minimum Wi-Fi Speed                  | 0 | Mbps |  |
|         | Total Data per Shift                 | 0 | GB   |  |
|         | Total Data per Day                   | 0 | GB   |  |
|         | Total Offload Bandwidth              | 0 | Mbps |  |
|         | Total Storage                        | 0 | GB   |  |
|         | Required Sustained Network Bandwidth | 0 | Mbps |  |
|         | Sustained Disk Write Speed           | 0 | Mbps |  |
|         | Min. Supportable Throughput to E.com | 0 | Mbps |  |
|         | E.com Throughput Difference          | 0 | Mbps |  |

## Notes

BuyBoard 568-18 used for pricing and purchasing justification.

This quote is co-termed with quote Q-256387 (executed contract #00028583). Year one has been pro-rated to 6 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 04/01/2021-04/15/2021. The end date of these subscriptions is subject to change if the ship/start date changes.

Axon Fleet hardware contained in this quote will be covered under the Technology Assurance Plan (TAP) and will be eligible for 1 replacement at the same time as the equipment originally deployed on this existing contract as determined by quote Q-256387.

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

PO# (Or write  
N/A): \_\_\_\_\_

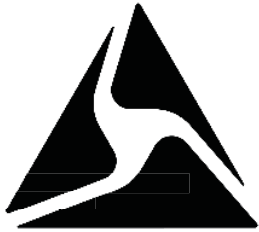
Please sign and email to Russ Myers at [rmyers@axon.com](mailto:rmyers@axon.com) or fax to 480-999-6151

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

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### \*\*\*Axon Internal Use Only\*\*\*

|           |          |                  |
|-----------|----------|------------------|
|           |          | SFDC Contract #: |
|           |          | Order Type:      |
|           |          | RMA #:           |
|           |          | Address Used:    |
|           |          | SO #:            |
| Review 1  | Review 2 |                  |
| Comments: |          |                  |



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-289788-44258.662RM**

Issued: 03/03/2021



**Quote Expiration: 03/31/2021**

**Account Number: 115223**

Payment Terms: Net 30  
Delivery Method: Fedex - Ground  
Contract Number: 00028617

**SALES REPRESENTATIVE**

Russ Myers  
Phone: 480-463-2168  
Email: rmyers@axon.com  
Fax: 480-999-6151

**PRIMARY CONTACT**

Marva Pearce  
Phone: (512) 749-1185  
Email: marva@co.hays.tx.us

**SHIP TO**

Marva Pearce  
Hays County Constable Pct. 1 - TX  
712 S. Stage Coach Trail  
Suite 2210  
San Marcos, TX 78666  
US

**BILL TO**

Hays County Constable Pct. 1 - TX  
111 E. SAN ANTONIO ST. 104  
San Marcos, TX 78666  
US

**Year 1**

| Item                             | Description                                       | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|---|---------------|----------|-----------------|----------------|-------------|
| <b>Axon Plans &amp; Packages</b> |   |               |          |                 |                |             |
| 20248                            | TASER 7 EVIDENCE.COM ACCESS LICENSE               | 55            | 1        | 0.00            | 0.00           | 0.00        |
| 73687                            | EVIDENCE.COM VIEWER LICENSE                       | 55            | 1        | 0.00            | 0.00           | 0.00        |
| 73746                            | PROFESSIONAL EVIDENCE.COM LICENSE                 | 55            | 1        | 0.00            | 0.00           | 0.00        |
| 73686                            | EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE        | 55            | 1        | 0.00            | 0.00           | 0.00        |
| 73683                            | 10 GB EVIDENCE.COM A-LA-CART STORAGE              | 55            | 50       | 0.00            | 0.00           | 0.00        |
| 73680                            | RESPOND DEVICE PLUS LICENSE                       | 55            | 1        | 0.00            | 0.00           | 0.00        |
| 73681                            | AXON RECORDS FULL                                 | 55            | 1        | 0.00            | 0.00           | 0.00        |
| 73739                            | PERFORMANCE LICENSE                               | 55            | 1        | 0.00            | 0.00           | 0.00        |
| 20248                            | TASER 7 EVIDENCE.COM ACCESS LICENSE               | 55            | 1        | 0.00            | 0.00           | 0.00        |
| 20246                            | TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE | 55            | 1        | 0.00            | 0.00           | 0.00        |
| 73682                            | AUTO TAGGING LICENSE                              | 55            | 1        | 0.00            | 0.00           | 0.00        |
| <b>Hardware</b>                  |   |               |          |                 |                |             |
| 20160                            | TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER     |               | 1        | 0.00            | 0.00           | 0.00        |
| 75015                            | SIGNAL SIDEARM KIT                                |               | 1        | 0.00            | 0.00           | 0.00        |
| 22175                            | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS  |               | 3        | 0.00            | 0.00           | 0.00        |

## Year 1 (Continued)

| Item                        | Description  | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------------|--|---------------|----------|-----------------|----------------|-------------|
| <b>Hardware (Continued)</b> |  |               |          |                 |                |             |
| 22176                       | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        |               | 3        | 0.00            | 0.00           | 0.00        |
| 73202                       | AXON BODY 3 - NA10   |               | 1        | 699.00          | 699.00         | 699.00      |
| 22179                       | TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS            |               | 1        | 0.00            | 0.00           | 0.00        |
| 22181                       | TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS       |               | 1        | 0.00            | 0.00           | 0.00        |
| 80090                       | TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7       |               | 1        | 0.00            | 0.00           | 0.00        |
| 20008                       | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R |               | 1        | 0.00            | 0.00           | 0.00        |
| 20040                       | TASER 7 HANDLE WARRANTY, 4-YEAR                              |               | 1        | 0.00            | 0.00           | 0.00        |
| 71044                       | BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK                  |               | 2        | 0.00            | 0.00           | 0.00        |
| 22175                       | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             |               | 2        | 0.00            | 0.00           | 0.00        |
| 22176                       | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        |               | 2        | 0.00            | 0.00           | 0.00        |
| 22177                       | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS      |               | 2        | 0.00            | 0.00           | 0.00        |
| 22178                       | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS   |               | 2        | 0.00            | 0.00           | 0.00        |
| 20018                       | TASER 7 BATTERY PACK, TACTICAL                               |               | 1        | 0.00            | 0.00           | 0.00        |
| 20041                       | TASER 7 BATTERY PACK WARRANTY, 4-YEAR                        |               | 1        | 0.00            | 0.00           | 0.00        |
| 20042                       | TASER 7 DOCK & CORE WARRANTY, 4-YEAR                         |               | 1        | 0.00            | 0.00           | 0.00        |
| 70033                       | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK                  |               | 1        | 0.00            | 0.00           | 0.00        |
| 74200                       | TASER 7 6-BAY DOCK AND CORE                                  |               | 1        | 0.00            | 0.00           | 0.00        |
| 74020                       | MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK                       |               | 1        | 0.00            | 0.00           | 0.00        |
| 11534                       | USB-C to USB-A CABLE FOR AB3 OR FLEX 2                       |               | 1        | 0.00            | 0.00           | 0.00        |
| <b>Other</b>                |  |               |          |                 |                |             |
| 73820                       | 2020 - OFFICER SAFETY PLAN 7 PLUS                            | 55            | 1        | 0.00            | 0.00           | 0.00        |
| 73821                       | 2020 - OFFICER SAFETY PLAN 7 PLUS PAYMENT                    | 7             | 1        | 1,603.00        | 1,603.00       | 1,603.00    |
| 73822                       | 2020 - OFFICER SAFETY PLAN 7 + TRUE UP PAYMENT: Y1           | 5             | 1        | 407.50          | 407.50         | 407.50      |

## Year 1 (Continued)

| Item   | Description  | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|--|--|---------------|----------|-----------------|----------------|-------------|
| <b>Other (Continued)</b>                                       |  |               |          |                 |                |             |
| Not Eligible<br>TASER 7<br>INSTRUCTOR COURSE<br>VOUCHER        | Not Eligible TASER 7 INSTRUCTOR COURSE<br>VOUCHER        |               | 1        | 0.00            | 0.00           | 0.00        |
| Not Eligible/Customer Declined Channel Services                | Not Eligible/Customer Declined Channel Services          |               | 1        | 0.00            | 0.00           | 0.00        |
| Not Eligible<br>TASER 7<br>MASTER INSTRUCTOR SCHOOL<br>VOUCHER | Not Eligible TASER 7 MASTER INSTRUCTOR<br>SCHOOL VOUCHER |               | 1        | 0.00            | 0.00           | 0.00        |
| Redaction Assistant Not Required                               | Redaction Assistant Not Required                         |               | 1        | 0.00            | 0.00           | 0.00        |
| Not Eligible Halt Suit   | Not Eligible Halt Suit                                   |               | 1        | 0.00            | 0.00           | 0.00        |
| Not Eligible for VR Headset                                    | Not Eligible for VR Headset                              |               | 1        | 0.00            | 0.00           | 0.00        |
| Citizen for Communities Not Required                           | Citizen for Communities Not Required                     |               | 1        | 0.00            | 0.00           | 0.00        |
| 20247  | TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE           | 55            | 1        | 0.00            | 0.00           | 0.00        |
| 20249  | VR EMPATHY DEVELOPMENT STARTER CONTENT ACCESS            | 55            | 1        | 0.00            | 0.00           | 0.00        |
| 73827  | AB3 CAMERA TAP WARRANTY                                  | 55            | 1        | 0.00            | 0.00           | 0.00        |

## Year 1 (Continued)

| Item   | Description   | Term (Months) | Quantity | List Unit Price | Net Unit Price     | Total (USD) |
|--|---|---------------|----------|-----------------|--------------------|-------------|
| <b>Other (Continued)</b>                       |   |               |          |                 |                    |             |
| Evidence.com Channel Services SMA Not Required | Evidence.com Channel Services SMA Not Required        |               | 1        | 0.00            | 0.00               | 0.00        |
| 80087  | TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED) |               | 1        | 0.00            | 0.00               | 0.00        |
| <b>Services</b>                                |   |               |          |                 |                    |             |
| 79999  | AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE     |               | 1        | 0.00            | 0.00               | 0.00        |
|  |   |               |          |                 | Subtotal           | 2,709.50    |
|  |   |               |          |                 | Estimated Shipping | 0.00        |
|  |   |               |          |                 | Estimated Tax      | 0.00        |
|  |   |               |          |                 | Total              | 2,709.50    |

## Year 2

| Item            | Description   | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|---|---------------|----------|-----------------|----------------|-------------|
| <b>Hardware</b> |   |               |          |                 |                |             |
| 22176           | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS |               | 2        | 0.00            | 0.00           | 0.00        |
| 22175           | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS      |               | 2        | 0.00            | 0.00           | 0.00        |
| <b>Other</b>    |   |               |          |                 |                |             |
| 73821           | 2020 - OFFICER SAFETY PLAN 7 PLUS PAYMENT             | 12            | 1        | 2,748.00        | 2,748.00       | 2,748.00    |
|                 |   |               |          |                 | Subtotal       | 2,748.00    |
|                 |   |               |          |                 | Estimated Tax  | 0.00        |
|                 |   |               |          |                 | Total          | 2,748.00    |

## Year 3

| Item            | Description  | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|--|---------------|----------|-----------------|----------------|-------------|
| <b>Hardware</b> |  |               |          |                 |                |             |
| 22178           | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS |               | 2        | 0.00            | 0.00           | 0.00        |
| 22177           | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS    |               | 2        | 0.00            | 0.00           | 0.00        |
| 22176           | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS      |               | 2        | 0.00            | 0.00           | 0.00        |

### Year 3 (Continued)

| Item                        | Description                                      | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------------|--|---------------|----------|-----------------|----------------|-------------|
| <b>Hardware (Continued)</b> |  |               |          |                 |                |             |
| 22175                       | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS |               | 2        | 0.00            | 0.00           | 0.00        |
| <b>Other</b>                |  |               |          |                 |                |             |
| 73309                       | AXON CAMERA REFRESH ONE                          |               | 1        | 0.00            | 0.00           | 0.00        |
| 73821                       | 2020 - OFFICER SAFETY PLAN 7 PLUS PAYMENT        | 12            | 1        | 2,748.00        | 2,748.00       | 2,748.00    |
|                             |  |               |          |                 | Subtotal       | 2,748.00    |
|                             |  |               |          |                 | Estimated Tax  | 0.00        |
|                             |  |               |          |                 | Total          | 2,748.00    |

### Year 4

| Item            | Description                                      | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|--|---------------|----------|-----------------|----------------|-------------|
| <b>Hardware</b> |  |               |          |                 |                |             |
| 22175           | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS |               | 2        | 0.00            | 0.00           | 0.00        |
| <b>Other</b>    |  |               |          |                 |                |             |
| 73821           | 2020 - OFFICER SAFETY PLAN 7 PLUS PAYMENT        | 12            | 1        | 2,748.00        | 2,748.00       | 2,748.00    |
|                 |  |               |          |                 | Subtotal       | 2,748.00    |
|                 |  |               |          |                 | Estimated Tax  | 0.00        |
|                 |  |               |          |                 | Total          | 2,748.00    |

### Year 5

| Item            | Description   | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|---|---------------|----------|-----------------|----------------|-------------|
| <b>Hardware</b> |   |               |          |                 |                |             |
| 22176           | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS |               | 2        | 0.00            | 0.00           | 0.00        |
| 22176           | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS |               | 2        | 0.00            | 0.00           | 0.00        |
| 22175           | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS      |               | 2        | 0.00            | 0.00           | 0.00        |
| <b>Other</b>    |   |               |          |                 |                |             |
| 73821           | 2020 - OFFICER SAFETY PLAN 7 PLUS PAYMENT             | 12            | 1        | 2,748.00        | 2,748.00       | 2,748.00    |

Year 5 (Continued)

| Item              | Description             | Term<br>(Months) | Quantity | List Unit<br>Price | Net Unit Price | Total (USD) |
|-------------------|-------------------------|------------------|----------|--------------------|----------------|-------------|
| Other (Continued) |                         |                  |          |                    |                |             |
| 73310             | AXON CAMERA REFRESH TWO |                  | 1        | 0.00               | 0.00           | 0.00        |
|                   |                         |                  |          |                    | Subtotal       | 2,748.00    |
|                   |                         |                  |          |                    | Estimated Tax  | 0.00        |
|                   |                         |                  |          |                    | Total          | 2,748.00    |
|                   |                         |                  |          |                    | Grand Total    | 13,701.50   |

## Summary of Payments

| Payment            | Amount (USD)     |
|--------------------|------------------|
| Year 1             | 2,709.50         |
| Year 2             | 2,748.00         |
| Year 3             | 2,748.00         |
| Year 4             | 2,748.00         |
| Year 5             | 2,748.00         |
| <b>Grand Total</b> | <b>13,701.50</b> |

## Notes

This quote is co-termed with quote Q-256363 (executed contract #00028617). Year one has been pro-rated to 7 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 3/1/2021-3/15/2021. The end date of these subscriptions is subject to change if the ship/start date changes.

BuyBoard 568-18 used for pricing and purchasing justification.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

|                                  |                     |
|----------------------------------|---------------------|
| <b>Signature:</b> _____          | <b>Date:</b> _____  |
| <b>Name (Print):</b> _____       | <b>Title:</b> _____ |
| <b>PO# (Or write N/A):</b> _____ |                     |

Please sign and email to Russ Myers at [rmyers@axon.com](mailto:rmyers@axon.com) or fax to 480-999-6151

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

The trademarks referenced above are the property of their respective owners.

### \*\*\*Axon Internal Use Only\*\*\*

|           |          |                  |
|-----------|----------|------------------|
|           |          | SFDC Contract #: |
|           |          | Order Type:      |
|           |          | RMA #:           |
|           |          | Address Used:    |
|           |          | SO #:            |
| Review 1  | Review 2 |                  |
| Comments: |          |                  |



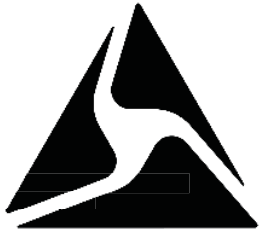
# AXON

## Hays County Constable Pct. 5

**AXON SALES REPRESENTATIVE**

David Gollobit  
(480) 905-2060  
dgollobit@axon.com

**ISSUED**  
1/27/2021



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-284931-44223.695DG**

Issued: 01/27/2021



**Quote Expiration: 03/15/2021**

**Account Number: 459447**

Payment Terms: Net 30  
Delivery Method: Fedex - Ground  
Contract Number: 00028604

**SALES REPRESENTATIVE**

David Gollobit  
Phone: (480) 905-2060  
Email: dgollobit@axon.com  
Fax:

**PRIMARY CONTACT**

John Ellen  
Phone: 512-295-3030  
Email: john.ellen@co.hays.tx.us

**SHIP TO**

John Ellen  
Hays County Constable Pct. 5  
500 Jack C Hays Trail  
Buda, TX 78610  
US

**BILL TO**

Hays County Constable Pct. 5  
500 Jack C Hays Trail  
Buda, TX 78610  
US

**Year 1**

| Item                             | Description   | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|---|---------------|----------|-----------------|----------------|-------------|
| <b>Axon Plans &amp; Packages</b> |   |               |          |                 |                |             |
| 80217                            | FLEET 2 UNLIMITED WITH TAP PAYMENT                          | 8             | 1        | 1,032.00        | 1,032.00       | 1,032.00    |
| 80217                            | FLEET 2 UNLIMITED WITH TAP PAYMENT                          | 5             | 1        | 645.00          | 330.00         | 330.00      |
| <b>Hardware</b>                  |   |               |          |                 |                |             |
| 80214                            | FLEET EVIDENCE.COM UNLIMITED STORAGE                        | 56            | 1        | 0.00            | 0.00           | 0.00        |
| 71088                            | AXON FLEET 2 KIT  |               | 1        | 0.00            | 0.00           | 0.00        |
| 87069                            | TECH ASSURANCE PLAN FLEET 2 KIT WARRANTY                    | 56            | 1        | 0.00            | 0.00           | 0.00        |
| 11634                            | CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD ESSENT (PRIME) |               | 1        | 1,509.00        | 1,509.00       | 1,509.00    |
| 71200                            | FLEET ROUTER ANTENNA, COMPACT 5-IN-1, BLACK                 |               | 1        | 270.00          | 270.00         | 270.00      |
| 74110                            | CABLE, CAT6 ETHERNET 25 FT, FLEET                           |               | 1        | 0.00            | 0.00           | 0.00        |
| <b>Other</b>                     |   |               |          |                 |                |             |
| 87050                            | FLEET VIEW XL ACCESS LICENSE                                | 56            | 1        | 0.00            | 0.00           | 0.00        |
| Subtotal                         |   |               |          |                 |                | 3,141.00    |
| Estimated Shipping               |   |               |          |                 |                | 0.00        |
| Estimated Tax                    |   |               |          |                 |                | 0.00        |
| Total                            |   |               |          |                 |                | 3,141.00    |

## Year 2

| Item                  | Description                        | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------|------------------------------------|---------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages |                                    |               |          |                 |                |             |
| 80217                 | FLEET 2 UNLIMITED WITH TAP PAYMENT | 12            | 1        | 1,548.00        | 1,548.00       | 1,548.00    |
|                       |                                    |               |          |                 | Subtotal       | 1,548.00    |
|                       |                                    |               |          |                 | Estimated Tax  | 0.00        |
|                       |                                    |               |          |                 | Total          | 1,548.00    |

## Year 3

| Item                  | Description                        | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------|------------------------------------|---------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages |                                    |               |          |                 |                |             |
| 80217                 | FLEET 2 UNLIMITED WITH TAP PAYMENT | 12            | 1        | 1,548.00        | 1,548.00       | 1,548.00    |
|                       |                                    |               |          |                 | Subtotal       | 1,548.00    |
|                       |                                    |               |          |                 | Estimated Tax  | 0.00        |
|                       |                                    |               |          |                 | Total          | 1,548.00    |

## Year 4

| Item                  | Description                        | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------|------------------------------------|---------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages |                                    |               |          |                 |                |             |
| 80217                 | FLEET 2 UNLIMITED WITH TAP PAYMENT | 12            | 1        | 1,548.00        | 1,548.00       | 1,548.00    |
|                       |                                    |               |          |                 | Subtotal       | 1,548.00    |
|                       |                                    |               |          |                 | Estimated Tax  | 0.00        |
|                       |                                    |               |          |                 | Total          | 1,548.00    |

## Year 5

| Item                  | Description                        | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------|------------------------------------|---------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages |                                    |               |          |                 |                |             |
| 80217                 | FLEET 2 UNLIMITED WITH TAP PAYMENT | 12            | 1        | 1,548.00        | 1,548.00       | 1,548.00    |

Year 5 (Continued)

| Item  | Description                                      | Term<br>(Months) | Quantity | List Unit<br>Price | Net Unit Price | Total (USD) |
|-------|--|------------------|----------|--------------------|----------------|-------------|
| Other |  |                  |          |                    |                |             |
| 73335 | FLEET CAMERA REFRESH (ONE FRONT<br>AND ONE REAR) |                  | 1        | 0.00               | 0.00           | 0.00        |
|       |  |                  |          |                    | Subtotal       | 1,548.00    |
|       |  |                  |          |                    | Estimated Tax  | 0.00        |
|       |  |                  |          |                    | Total          | 1,548.00    |
|       |  |                  |          |                    | Grand Total    | 9,333.00    |

## Discounts (USD)

Quote Expiration: 03/15/2021

|              |                 |
|--------------|-----------------|
| List Amount  | 9,648.00        |
| Discounts    | 315.00          |
| <b>Total</b> | <b>9,333.00</b> |

*\*Total excludes applicable taxes*

## Summary of Payments

| Payment            | Amount (USD)    |
|--------------------|-----------------|
| Year 1             | 3,141.00        |
| Year 2             | 1,548.00        |
| Year 3             | 1,548.00        |
| Year 4             | 1,548.00        |
| Year 5             | 1,548.00        |
| <b>Grand Total</b> | <b>9,333.00</b> |

STATEMENT OF WORK & CONFIGURATION DOCUMENT

## Axon Fleet In-Car Recording Platform





This document details a proposed system design

Agency Created For: Hays County Constable Pct. 5

Quote: Q-284931-44223.695DG

|                      |                                |
|----------------------|--------------------------------|
| Sold By:             | David Gollobit                 |
| Designed By:         | Ashlyn Frahm                   |
| Installed By:        | Customer's Preferred Installer |
| Target Install Date: |                                |

## VEHICLE OVERVIEW

| SITE NAME   | CUSTOMER NAME                |
|---|------------------------------|
| Headquarters  | Hays County Constable Pct. 5 |
| <div> <div> <b>Total Configured Vehicles</b> <ul style="list-style-type: none"> <li>1 Total Vehicles with this Configuration</li> </ul> </div> <div> <b>Video Capture Sources</b> <ul style="list-style-type: none"> <li>2 Total Cameras Deployed</li> <li>1 Axon Signal Unit(s) Per Vehicle</li> </ul> </div> <div> <b>Mobile Data Terminal Per Vehicle</b> <ul style="list-style-type: none"> <li>1 Located In Each Vehicle</li> </ul> </div> <div> <b>Mobile Router Per Vehicle</b> <ul style="list-style-type: none"> <li>1 Cradlepoint IBR900-1200</li> </ul> </div> <div> <b>Offload Mechanism</b> <ul style="list-style-type: none"> <li>Wi-Fi</li> </ul> </div> <div> <b>Evidence Management System</b> <ul style="list-style-type: none"> <li>Evidence.com</li> </ul> </div> </div> <div>  <p>Axon Camera</p>  <p>Signal Unit</p>  <p>In-Car Router</p>  <p>Battery Box</p> </div> |                              |

## SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

### Vehicle Hardware

|                                   |   |  |
|-----------------------------------|---|--|
| Vehicle Hardware                  | 2   | Axon Fleet Cameras will be installed in each vehicle             |
|                                   | 2   | Axon Fleet Battery Boxes will be installed in each vehicle       |
|                                   | 1   | Axon Signal Units will be installed in each vehicle              |
|                                   | 1   | Cradlepoint IBR900-1200 router will be installed in each vehicle |
| Axon Battery Boxes                | The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.   |  |
| Signal Activation Methods         | When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.   |  |
| Mobile Data Terminal              | Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.   |  |
| Mobile Data Terminal Requirements | <p><b>Operating System:</b> Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates</p> <p><b>Hard Drive:</b> Must have 25GB+ of free disk space</p> <p><b>RAM/Memory:</b> Windows 7 - 4GB or greater   Windows 10 - 8GB or greater</p> <p><b>Ethernet Port:</b> The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port.</p> <p><b>Wi-Fi Card:</b> The system requires an 802.11n compatible Wi-Fi card using 5Ghz band.</p> <p><b>USB Ports:</b> If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.</p> |  |

|                                  |   |                         |
|----------------------------------|---|-------------------------|
| <b>Additional Considerations</b> | If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare.<br>For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation. |                         |
|                                  | In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.  |                         |
| <b>Hardware Provisioning</b>     | Axon will provide the following router for all vehicles:  | Cradlepoint IBR900-1200 |
|                                  | The customer will provide a MDT for each vehicle  |                         |

### In-Car Network Considerations

|                       |   |   |                    |  |
|-----------------------|---|---|--------------------|--|
| Network Requirements  | Cradlepoint IBR900-1200 will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together. |   |                    |  |
| Network Addressing    | IP Addressing   |   | Total IPs Required |  |
|                       | Axon Fleet Cameras  | 2 | 4                  |  |
|                       | Mobile Data Terminal  | 1 |                    |  |
|                       | Cradlepoint IBR900-1200   | 1 |                    |  |
| Hardware Provisioning | Customer to provide all IP addressing and applicable network information  |   |                    |  |

### Network Consideration Agreement

|  |  |
|--|--|
| <b>Network Consideration Agreement</b> | Customer acknowledges the minimum requirements for the network to support this Statement of Work.  |
|  | All Axon employees performing services under this SOW are CJIS certified.  |
|  | If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility. |

## Professional Services & Training

|                                    |   |
|------------------------------------|---|
| <b>Project Management</b>          | Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.  |
| <b>Vehicle Installation</b>        | <p>Customer's Preferred Installer will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a "clip" and removal of existing in-car system hardware. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <p>Clip vs Rip installation removal:</p> <ul style="list-style-type: none"> <li>○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal.</li> <li>○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.</li> </ul> |
| <b>Custom Trigger Installation</b> | Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.  |
| <b>Training</b>                    | <p>End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL.</p> <p>End-user go-live training and support is not included in the installation fee scope.</p>   |

## WiFi Offload Considerations

|                        |   |
|------------------------|---|
| WiFi Offload Standards | There will be a maximum of 0 concurrent vehicles offloading at any given time.  |
|                        | 0 servers are required to facilitate the offload of in-car data to Evidence.com   |
|                        | 1 wireless access point(s) are required to facilitate the offload of data to Evidence.com   |
|                        | When in proximity, the Cradlepoint IBR900-1200 will connect to the agency's wireless access point(s) and initiate the upload of recorded video content  |
|                        | Axon will not assume any responsibility for the management of/or configuration of an Axon Fleet compatible 3rd party router purchased by the Agency   |
|                        | Upon completion of solution connectivity, meaning Axon Fleet is operational and appropriately connected to the Agency's WAP/Network Infrastructure, the Agency will then assume responsibility for their network workflow.  |
|                        | In the event the Agency has a VPN/APN, Axon requires the appropriate Administrator of the Agency be present during the entire installation of Fleet.  |
|                        | In the event the Agency is using Wi-Fi Offload and a WOS server is being used, Axon requires the appropriate Administrator of the Agency be present for the installation of Fleet in the initial vehicle.   |
|                        | Customer will provide all wireless access points for installation.  |
|                        | Customer will provide all server(s) for this installation.  |
|                        | will provide the data switch for this installation.   |
|                        | will provide the server rack for this installation.   |
|                        | will provide the KVM, monitor and mouse for this installation.  |
|                        | will provide the Uninterruptible Power Supply (UPS) for this installation.  |
|                        | Servers will maintain a Sustained Disk Write Speed of Mbps.   |
|                        | An Axon representative will provide the Agency detailed instructions for the WOS server setup and configuration (to include racking the server, setup of the server, and configuration of Axon WOS Software and Microsoft IIS Server). It is the responsibility of the Agency to ensure the WOS Server(s) are operational before the scheduled deployment date. Axon will provide remote assistance per the Agency's request. |

## Network Considerations

|                         |                                      |   |          |  |
|-------------------------|--------------------------------------|---|----------|--|
| Agency Provided Metrics | Camera Bitrate (see Comments)        |   | Mbps     |  |
|                         | Shifts per Day                       |   | Shifts   |  |
|                         | Maximum Offline Time                 | 0 | Days     |  |
|                         | Hours Of video Recorded Per Shift    | 0 | Hours    |  |
|                         | Number of Vehicles per Shift at Site | 0 | Vehicles |  |
|                         | Max Concurrent Vehicles Offloading   | 0 | Vehicles |  |
|                         | Available Internet Upload Bandwidth  | 0 | Mbps     |  |
| Variables               | Vehicle Offload Time                 | 0 | Minutes  |  |
|                         | Wi-Fi Overhead                       | 0 | Percent  |  |
|                         | Network Protocol Overhead            | 0 | Percent  |  |
|                         | Max Storage Utilization %            | 0 | Percent  |  |
| Results                 | Data Size per Vehicle / Shift        | 0 | MB       |  |

Network Considerations

|         |                                      |   |      |  |
|---------|--------------------------------------|---|------|--|
| Results | Required Throughput Per Verhicle     | 0 | Mbps |  |
|         | Minimum Wi-Fi Speed                  | 0 | Mbps |  |
|         | Total Data per Shift                 | 0 | GB   |  |
|         | Total Data per Day                   | 0 | GB   |  |
|         | Total Offload Bandwidth              | 0 | Mbps |  |
|         | Total Storage                        | 0 | GB   |  |
|         | Required Sustained Network Bandwidth | 0 | Mbps |  |
|         | Sustained Disk Write Speed           | 0 | Mbps |  |
|         | Min. Supportable Throughput to E.com | 0 | Mbps |  |
|         | E.com Throughput Difference          | 0 | Mbps |  |

## Notes

This quote is co-termed with quote Q-256544 (executed contract #00028604). Year one has been pro-rated to 7.5 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 3/1/2021-3/15/2021. The end date of these subscriptions is subject to change if the ship/start date changes.

Axon Fleet hardware contained in this quote will be covered under the Technology Assurance Plan (TAP) and will be eligible for 1 replacement at the same time as the equipment originally deployed on this existing contract as determined by quote Q-256544. This will take place at the end of the contract on 11/14/2025.

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

|                                  |                     |
|----------------------------------|---------------------|
| <b>Signature:</b> _____          | <b>Date:</b> _____  |
| <b>Name (Print):</b> _____       | <b>Title:</b> _____ |
| <b>PO# (Or write N/A):</b> _____ |                     |

Please sign and email to David Gollobit at [dgollobit@axon.com](mailto:dgollobit@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

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### \*\*\*Axon Internal Use Only\*\*\*

|           |          |                  |
|-----------|----------|------------------|
|           |          | SFDC Contract #: |
|           |          | Order Type:      |
|           |          | RMA #:           |
|           |          | Address Used:    |
|           |          | SO #:            |
| Review 1  | Review 2 |                  |
| Comments: |          |                  |

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve no changes to the Hays County Investment Policy and Authorized Investments.

#### ITEM TYPE

CONSENT

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Britney Richey, Hays County Treasurer

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

Approve no changes to the Hays County Investment Policy and Authorized Investments.

# **AUTHORIZED INVESTMENTS**

## **2021**

### **Agency Discount Notes/Treasury Bills/Brokered CDs**

OPPENHEIMER  
MULTIBANK SECURITIES  
WELLS FARGO SECURITIES  
FEDERAL RESERVE BANK -TREASURY DIRECT

### **Investment Pools**

TEXPOOL  
LOGIC  
CLASS  
TEXAS TERM

### **Money Market Funds**

BANKING INSTITUTIONS WITH COLLATERALIZED  
SECURITY AGREEMENTS

### **Bank Certificates of Deposit**

BANKING INSTITUTIONS WITH COLLATERALIZED  
SECURITY AGREEMENTS

## **TABLE OF CONTENTS**

- I. Investment Authority and Scope of Policy
- II. Investment Objectives
- III. Quality and Capability of Investment Management
- IV. Investment Strategy
- V. Investment Types
- VI. Investment Responsibility and Control
- VII. Investment Collateral and Safekeeping
- VIII. Investment Reporting and Performance Evaluation

Also Attached:

- Broker/Dealer Certification Form
- Broker/Dealer Questionnaire

## **I. INVESTMENT AUTHORITY AND SCOPE OF POLICY**

### **General Statement**

This policy serves to satisfy the statutory requirements of Local Government Code 116.112 and Government Code Chapter 2256, Subchapters A and B to define and adopt a formal investment policy. This policy will be reviewed and adopted by resolution at least annually.

### **Funds Included**

This investment policy applies to all financial assets of all funds of the County of Hays, Texas, at the present time and any funds to be created in the future and any other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository contract between Hays County and any depository bank.

### **County's Investment Officer**

In accordance with Section 116.112 (A), Local Government Code and / or Chapter 2256, Section 2256.005 (f) and (g), the County Treasurer, under the direction of the Hays County Commissioners' Court, is designated as the Hays County Investment Officer and may invest County funds that are not immediately required to pay obligations of the County. The County Auditor or Assistant County Auditor must countersign all investment transactions. Upon the absence of the County Treasurer, the County Treasurer's Assistant may act in the place of the County Treasurer to invest county funds.

If the investment officer has a personal business relationship with an entity as defined by the Texas Public Funds Investment Act section 2256.005, or is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the County, the investment officer must file a statement disclosing that personal business interest or relationship with the Texas Ethics Commission and the Commissioners' Court.

## **II. INVESTMENT OBJECTIVES**

### **General Statement**

Funds of the County will be invested in accordance with federal and state laws and within the boundaries of this investment policy. Investments shall be made with judgment and care -under circumstances then prevailing - which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The first and foremost consideration of all Hays County investment transactions is the suitability of the investment to the financial requirements of the county. The primary objectives, in priority order, of the Hays County investment activities shall be:

#### **Safety**

Hays County is concerned about the return of its principal; therefore, safety of principal is a primary objective in any investment transaction. To attain this objective, diversification will be required in order to reduce risk resulting from over concentration of assets in a specific security or maturity.

#### **Liquidity**

The Hays County investment portfolio will remain sufficiently liquid to enable Hays County to meet all of the operating requirements that might be reasonably anticipated. In the consideration of liquidity is the marketability of the investment if the need arises to liquidate the investment before maturity.

#### **Yield**

It will be the objective of Hays County to earn the maximum rate of return allowed on its investments within the policies imposed by safety and liquidity objectives, investment strategies for each fund, and state and federal law governing investment of public funds.

### **Maturity**

Portfolio maturities will be structured to meet the obligations of Hays County first and then to achieve the highest return of interest. When the County has funds that will not be needed to meet current year obligations, maturity restraints will be imposed based upon the investment strategy for each fund. The maximum allowable stated maturity of any individual investment owned by the County is two years.

### **III. QUALITY AND CAPABILITY OF INVESTMENT MANAGEMENT**

It is Hays County's policy to provide training required by the Public Funds Act, Section 2256.008 and periodic training in investments for the County Investment Officer through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the County Investment Officer in making investment decisions. The County Investment Officer is required to obtain at least 10 hours of training related to the County Investment Officer responsibilities within twelve months of assuming these duties. The County Investment Officer is also required to attend 10 hours of investment training within two years of October 1. The training must include education in investment controls, security risk, strategy risk, market risk, diversification of investment portfolio and compliance with the Texas Public Funds Investment Act. Such training sources would include: Certified County Investment Officer training; investment courses sponsored by the Texas Association of Counties; investment updates at the annual Treasurer's Conference and Treasurer's Seminar; and any courses or seminars sponsored by an accredited trade association. A report of attendance by the sponsor of the training will satisfy as proof of meeting the requirement.

## **IV. INVESTMENT STRATEGY**

The County of Hays maintains a portfolio which utilizes four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolio.

\* \* \* \* \*

Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium term securities which will complement each other in a matched maturity structure. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity dates of each security.

Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date.

Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Except as may be required by the bond ordinance specific to an individual issue, securities should be of high quality, with short term maturities.

Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

## **V. INVESTMENT TYPES**

### **Authorized**

The Hays County Investment Officer shall use any or all of the following authorized investment instruments consistent with governing law:

- A. Obligations of, or guaranteed by, governmental entities maturing in 2 years or less:
  - 1. obligations of the United States or its agencies and instrumentalities;
  - 2. direct obligations of this state or its agencies and instrumentalities;
  - 3. collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
  - 4. other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities; and
  - 5. obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
  - 6. obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
  
- B. Certificates of deposit if issued by a state or national bank domiciled in this state or a savings bank domiciled in this state or a state or federal credit union domiciled in this state or the National Credit Union Share Insurance Fund or its successor or a broker that has its main office or a branch office in this state and is selected from a list adopted by the Hays County Commissioner's Court as authorized, and is:
  - 1. guaranteed or insured by the Federal Deposit Insurance Corporation or its successor;
  - 2. secured by obligations that are described by Section 2256.009 (a) of the Public Funds Investment Act, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009 (b) of the Public Funds Investment Act; or
  - 3. secured in any other manner an amount provided by law for deposits of the county.
  - 4. Maturing in 2 years or less

Bids for Certificates of Deposit may be solicited orally, in writing, electronically, or in any combination of these methods.

- C. A fully collateralized repurchase agreement, as defined in the Public Funds Investment Act, if it:
  - 1. has a defined termination date;
  - 2. is secured by obligations described by Section 2256.009 (a) (1) of the Public Funds Investment Act; and

3. requires the securities being purchased by the county to be pledged to the county, held in the county's name, and deposited at the time the investment is made with the county or with a third party selected and approved by the county; and
4. is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

Notwithstanding any law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

Money received by Hays County under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated on the reverse security repurchase agreement.

D. A bankers' acceptance if it:

1. has a stated maturity of 270 days or fewer from the date of its issuance;
2. will be, in accordance with its terms, liquidated in full at maturity;
3. is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

E. Commercial paper is and authorized investment under this subchapter if the commercial paper:

1. has a stated maturity of 270 days or fewer from the date of its issuance; and
2. is rated not less than A-1 or P-1 or an equivalent rating by at least:
  - A. two nationally recognized credit rating agencies; or
  - B. one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

F. Mutual funds and money market mutual funds with limitations described below:

A no-load money market mutual fund is authorized if it:

1. is registered and regulated by the Securities and Exchange Commission;
2. has a dollar-weighted average stated maturity of 90 days or fewer; and
3. includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share.
4. Provides Hays County with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940.

A no-load mutual fund is authorized if it:

1. is regulated by the Securities and Exchange Commission;

2. has an average weighted maturity of less than two years;
3. is invested exclusively in obligations approved by this investment policy.;
4. is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
5. conforms to the requirements set forth in Sections 2256.016 (b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

Relative to mutual funds the county may not:

1. invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service in mutual funds either separately or collectively;
2. invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds; or
3. invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund in an amount that exceeds 10 percent of the total assets of the mutual fund.

G. Eligible investment pools (as discussed in the Public Funds Investment Act, Section 2256.016-2256.019): the Commissioners' Court by resolution authorizes investment in the particular pool. An investment pool shall invest the funds it receives from Hays County in authorized investments permitted by the Public Funds Investment Act. Hays County by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. The pool must maintain a rating of no less than AAA or AAA-m and have a weighted average maturity no greater than 90 days.

H. Guaranteed investment contracts are acceptable investments for bond proceeds if the guaranteed investment contract:

- a. has a defined termination date.
- b. is secured by obligations of or guaranteed by governmental entities (as described by section 2256.009 (a) (1)), excluding those obligations prohibited (as described by section 2256.009 (b)) in an amount at least equal to the amount of bond proceeds invested under contract.
- c. is pledged to Hays County and deposited with Hays County or with a third party selected and approved by Hays County.
- d. is specifically authorized by the Commissioner's Court of Hays County as an eligible investment in the order, ordinance or resolution of the issuance of the bonds.
- e. is the highest yielding contract of at least three bids submitted by separate providers with no material financial interest in the bonds from which the proceeds were received.
- f. takes into account the reasonably expected draw down schedule for the bond proceeds to be invested.
- g. the administrative costs reasonably expected to be paid to third parties in connection with the contract are certified by the provider.

Guaranteed investment contracts with a term of longer than five years from the date of the issuance of the bonds are prohibited for bond proceeds other than proceeds representing reserves and funds maintained for debt service purposes.

### **Prohibited**

The Hays County Investment Officer will not use any of the following investment instruments:

1. obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
4. collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Hays County shall take all prudent measures that are consistent with this policy to liquidate any investment that falls below accepted standards.

## **VI. INVESTMENT RESPONSIBILITY AND CONTROL**

### **Investment institutions defined**

The Hays County Investment Officer shall invest County funds with any or all of the following institutions or groups consistent with federal and state law and the current Depository Bank contract:

1. Depository bank;
2. other state or national banks domiciled in Texas that are insured by FDIC;
3. Public funds investment pools;
4. Government securities brokers and dealers that has its main office or a branch office in this state; or
5. Mutual fund companies and money managers.

### **Qualifications for approval of BROKER / DEALERS**

A written copy of this investment policy shall be presented to any person seeking to sell to the county an authorized investment. The qualified representative of the business organization seeking to sell an authorized investment shall execute a written instrument substantially to the effect that the qualified representative has:

1. received and thoroughly reviewed the investment policy of the county; and
2. acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the county and the organization.

A list of no more than four (4) authorized broker / dealers will be established and maintained. The following criteria must be met by those firms on the list:

- proof of certification by the National Association of Securities Dealers (NASD),
- proof of current registration with the State Securities Commission, and
- completion of a County questionnaire.

The investment officer may not buy any securities from a person who has not delivered to the county an instrument in substantially the form provided above.

### **Standards of Operation**

The County Treasurer / Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy. It shall be the responsibility of the County Treasurer/Investment Officer to:

1. Determine the amount of funds which are available for investment.
2. Determine the specific investment which will yield maximum income for a particular fund.

3. Determine the length of time for which investments shall be made.
4. Insure that sufficient funds are available to meet immediate and short-term needs for the operation of the county.
5. Make recommendations to the Commissioner's Court and Investment Advisory Committee concerning new types of investment instruments which may require approval from the Court.
6. Provide the Commissioner's Court with a monthly report of all investment transactions.
7. Make the actual purchase of all investments with a countersignature from the County Auditor or Assistant Auditor.
8. Receive and provide for the safekeeping of all pledged securities as collateral for invested funds.

### **Advisory Committee**

It shall be the responsibility of the advisory committee to act as a consultant to the Investment Officer. The members of the committee will be chosen annually by the Commissioners Court. The County Treasurer / Investment Officer is the presiding officer of the committee and shall be present at all gatherings concerning investments for Hays County.

Committee members shall meet annually to discuss all actions that have transpired since the last meeting. Members are to be consulted on any unusual circumstances that are to be expected in the near future. Advisory members may formally communicate through teleconference or by a physical meeting. The Investment Officer may call for an official consultation at any time. The committee members may also elect to hold a consultation with the Investment Officer as deemed necessary.

The committee is to be consulted in the selection of all brokers and dealers. It shall also be consulted before making any changes to this investment policy.

All committee members are expected to offer their advice to the committee on a voluntary basis for the period of one year. If for any reason an individual is unable to complete a full term, the standing committee members may select someone to fill the vacancy.

Committee members and their affiliates may in no way benefit financially from their service on the committee during their membership term. Members shall refrain from undertaking any investment transactions with Hays County until their term on the committee has expired.

The Members of the Hays County Investment Advisory Committee shall make prudent and intelligent suggestions. The members shall keep the best interests of Hays County in mind while setting aside personal gain.

## **Delivery Vs. Payment**

It will be the policy of the County that all instruments purchased through a broker except investment pools, money market mutual funds and securities purchased through Treasury Direct must be purchased using the same day “delivery vs. payment” (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the County has received, through the Federal Reserve wire, the securities purchased.

## **Audit Control**

The Hays County Investment Officer will establish liaison with the Hays County Auditor in preparing investment forms to assist the County Auditor for accounting and auditing control. The Hays County Investment Officer in addition to the Hays County Auditor or Assistant Auditor will endorse all investment transactions.

The Investment Officer is subject to audit by the Hays County Auditor. In addition, the Hays County Commissioner’s Court, at a minimum, will have an annual financial audit of all County funds by an independent auditing firm, as well as a compliance audit of management controls on investments and adherence to the entity’s established investment policies.

The internal controls shall address the following points:

1. Control of collusion. Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. Separation of transaction authority from accounting and record keeping. By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. Custodial Safekeeping. Securities purchased from any bank or dealer including appropriate collateral (as defined by State Law) shall be placed with an independent third party for custodial safekeeping.
4. Avoidance of physical deliver securities. Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. Clear delegation of authority to subordinate staff members. Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. Written confirmation. Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications from investment entities may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures. A same day

written communication must take place between the broker / dealer and the investment officer to ensure the type of investment being made. A same day written communication must also take place between the Investment Officer and the third party safekeeping institution before a transaction can transpire. Written confirmation must be sent to the Investment Officer from the investment entity within a reasonable time after the transaction has occurred.

### **Standard of Care**

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal; liquidity; and yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
2. whether the investment decision was consistent with the written investment policy of the entity.

## **VII. INVESTMENT COLLATERAL AND SAFEKEEPING**

### **Collateral**

The Hays County Investment Officer shall insure that all county funds are fully collateralized or insured consistent with federal and state law and the current Bank Depository Contract in one or more of the following manners:

1. FDIC insurance coverage;
2. Obligations of the United States or its agencies and instrumentalities
3. Any instrument that has been approved in this policy and that Hays County would be permitted to hold by state and federal law.

### **Safekeeping**

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with the Federal Reserve Bank.

All certificates of deposit, insured by the FDIC, purchased outside the Depository Bank shall be held in safekeeping by either the County or a County account in a third party financial institution.

All pledged securities by the Depository Bank shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

### **Ethics and conflicts of interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial / investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity.

## **VIII. INVESTMENT REPORTING AND PERFORMANCE EVALUATION**

### **Monthly Report**

In accordance with Government Code 2256.023 not less than monthly, the investment officer shall prepare and submit to the Commissioner's Court a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

1. describe in detail the investment position of the county on the date of the report;
2. be prepared jointly by all investment officers of the county;
3. be signed by the investment officer, the employee that assisted in the preparation of the report, and the County Auditor.
4. contain a summary statement of each pooled fund group that states the:
  - A. beginning market value for the reporting period;
  - B. additions and changes to the market value during the period; and
  - C. ending market value for the period;
  - D. fully accrued interest for the period;
5. state the book value and market value of each separately issued asset at the beginning and end of the reporting period by the type of asset and fund type invested;
6. state the yield and maturity date of each separately invested asset that has a maturity date;
7. state the account of fund or pooled group fund in the county for which each individual investment was acquired; and
8. state the compliance of the investment portfolio of the county as it relates to:
  - A. the investment strategy expressed in the county's investment policy;
  - B. relevant provisions of this chapter.

### **Notification of investment changes**

It shall be the duty of the County Investment Officer of Hays County, Texas to notify the Hays County Commissioners' Court of any significant changes in current investment methods and procedures prior to their implementation.

### **Market Value**

The Hays County Investment Officer shall monitor the market value of current investments on a daily basis through the Wall Street Journal. An outside third party source shall be used monthly for pricing any instrument that is not listed in the Wall Street Journal. This third party vendor will in no way be involved in the investment transaction that it is pricing.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the Treasurer's and Investment Reports for FY 2020.

#### ITEM TYPE

CONSENT

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Britney Richey, Hays County Treasurer

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Approve the FY 2020 Treasurer's Reports and Investment Reports

Reports sent to Court separately.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the County Judge to execute an addendum to the Master Service Agreement and Lease Product Schedule with Ricoh USA, Inc. to add a fax option in the amount of \$32.07 (\$10.69 each) for copiers located in Veterans Administration, Tax Office, and Transportation Department and to add a vending station in the amount of \$74.17 for the Law Library.

#### ITEM TYPE

CONSENT

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

Various Departments

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

BECERRA

N/A

#### SUMMARY

Veteran's Administration, Tax Office in Kyle and Transportation currently utilize fax on their copiers. The new copiers did not have a fax option installed nor included in the original contracts. The Law Library currently utilizes a vending station for customers to pay for print jobs. The current vending station is not compatible with the new copier. To get the faxing option and vending station installed on these copiers Ricoh is requiring an executed addendum.

Attached:  
Rico Co-Terminus Accessory Addition Amendment

## Co-Terminus Accessory Addition Amendment

This CO-TERMINUS ACCESSORY ADDITION AMENDMENT (this "Amendment"), dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is to that certain agreement/product schedule no. \_\_\_\_\_ - \_\_\_\_\_ (the "Agreement"), between Ricoh USA, Inc. or, if applicable, the party identified below ("we" or us") and HAYS, COUNTY OF \_\_\_\_\_ as customer ("Customer" or "you"). Except to the extent modified by this Amendment, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

### Additional Accessory(ies) To Be Added:

| Qty | Accessory Make/Model    | Serial Number |
|-----|-------------------------|---------------|
| 1   | FAX OPTION M29 (418601) |               |
| 1   | FAX OPTION M29 (418601) |               |
| 1   | FAX OPTION M37 (418600) |               |
| 1   | ACD COIN-OP EX2000-B    |               |
|     |                         |               |
|     |                         |               |
|     |                         |               |

Added To:

Added To:

Added To:

Added To:

Added To:

Added To:

Added To:

### Original Equipment/Product:

| Make/Model                     | Serial Number |
|--------------------------------|---------------|
| Ricoh MP2555 (VA )             | C85213087     |
| Ricoh MP2555 (tax-kyle)        | C85213148     |
| Ricoh IMC4500 (Transportation) | C85213122     |
| Ricoh MP2555 (Law Library)     | C85213151     |
|                                |               |
|                                |               |
|                                |               |

**Minimum Periodic Payment Change (not including taxes):** The minimum periodic payment required under the Agreement will increase by \$ \$106.24.

**Additional Provisions:** You are applying to us to amend the Agreement as described above. The above Additional Accessory(ies) will be added on a "co-terminus" basis to the above Agreement (that is, the term for the Additional Accessory(ies) will expire on the same date as the term of the Agreement for the original equipment/product).

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

### CUSTOMER

\_\_\_\_\_

**-X**

Authorized Signature

Date

Authorized Signature

Date

Print Authorized Signer Name

Title

Print Authorized Signer Name

Title

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the County Judge to execute an annual renewal agreement with Johnsons Controls, Inc. for Building Maintenance related to HVAC Preventative Maintenance in the amount of \$9,055.

| ITEM TYPE | MEETING DATE  | AMOUNT REQUIRED |
|-----------|---------------|-----------------|
| CONSENT   | March 9, 2021 | \$9,055         |

#### LINE ITEM NUMBER

001-695-00.5448

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

| REQUESTED BY | SPONSOR | CO-SPONSOR |
|--------------|---------|------------|
| T. CRUMLEY   | BECERRA | N/A        |

#### SUMMARY

The Johnson Controls annual agreement is due for renewal for preventative maintenance of the HVAC system located at the Government Center. Funding for this service was budgeted in the Building Maintenance FY21 Operating Budget.

##### Attachments:

Johnson Controls Renewal Agreement  
Sourcewell Contract #030817-JHN

# Planned Service Proposal



**CUSTOMER**  
HAYS COUNTY GOVERNMENT CENTER

**LOCAL JOHNSON CONTROLS OFFICE**  
401 CENTER RIDGE DR STE 400  
AUSTIN, TX 78753-1350

**AGREEMENT START DATE:**  
04/01/2021

**PROPOSAL DATE:**  
02/9/2021

**ESTIMATE NO:**  
1-1AHSWP2U



## Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.



## Executive Summary

### PLANNED SERVICE PROPOSAL FOR HAYS COUNTY GOVERNMENT CENTER

Dear Lisa,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year starting 04/01/2021 and ending 03/31/2022.
- The agreement price for first year is \$9,055.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.
- Sourcwell Contract #030817-JHN

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Valerie Simms  
Account Rep Owner Sales (HVAC)  
(512) 516-3717

## Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



### 1. Identify Energy Savings Opportunities

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

### 2. Reduce Future Repair Costs

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

### 3. Extend Asset Life

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

### 4. Ensure Productive Environments

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

### 5. Promote Environmental Health and Safety

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

## Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

## A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.



## Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

## Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

## The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.



## Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

### Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

### Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

### Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

### Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

## Summary of Services and Options

### Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

## Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

**We'll be your building technology services partner**

### Planned Service Agreement

Customer Name : HAYS COUNTY GOVERNMENT CENTER  
Address: 712 S STAGECOACH TRL SAN MARCOS, TX 78666-5999  
Proposal Date: 02/09/2021  
Estimate #: 1-1AHSWP2U

### Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

### Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

### Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

### Term / Automatic Renewal

This Agreement takes effect on 04/01/2021 and will continue until 03/31/2022 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew or at the end of the Sourcewell Contract May 8th 2022. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

### Sourcewell Pricing

Johnson Controls Labor Street Rate less 10%  
The Mileage Charge for USA is \$1.84 per Mile

| LABOR   |                            |              |            |             |             |            |
|---------|----------------------------|--------------|------------|-------------|-------------|------------|
| TYPE    | DESCRIPTION                | RATE (\$/HR) | MULTIPLIER | NET (\$/HR) | HRS         | SUB TOTAL  |
| TECH    | AUTOMATION TECHNICIAN, JCI | \$ 191.00    | 0.9        | \$ 171.90   | 50          | \$8,595.00 |
|         |                            |              |            |             |             |            |
|         |                            |              |            |             | LABOR TOTAL | \$8,595.00 |
| MISC    |                            |              |            |             |             |            |
| ITEM    | DESCRIPTION                | CHARGE (EA)  | MULTIPLIER | NET (EA)    | QTY         | SUB TOTAL  |
| MILEAGE | VEHICLE MILEAGE            | \$ 1.84      | 1          | \$ 1.84     | 250         | \$ 460.00  |
|         |                            |              |            |             |             |            |
|         |                            |              |            |             | MISC TOTAL  | \$ 460.00  |
|         |                            |              |            |             |             |            |
|         |                            |              |            |             | SUB TOTAL   | \$9,055.00 |
|         |                            |              |            |             |             |            |
|         |                            |              |            |             | TOTAL       | \$9,055.00 |

**Price and Payment Terms**

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$9,055.00. This amount will be paid to JCI in Quarterly installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. All payments and accruals related to late payments shall be in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Frequent late payments or failure to pay invoices can result in termination of this Agreement. Renewal price adjustments are set forth in the Terms and Conditions. Invoices will be sent to the following location:

HAYS COUNTY  
712 S STAGECOACH TRAIL STE 1071  
SAN MARCOS, TX 78666

☐ In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: \_\_\_\_\_

**This proposal is valid for thirty days from the proposal date.**

**JOHNSON CONTROLS Inc.**

**By:** Valerie Simms

**Signature:**

**Title:** Account Rep Owner Sales (HVAC)      **Date:**

**Signature:**

**Title:**      **Date:**

**By:**

**Signature:**

**Title:**      **Date:**

**Customer PO#:**

JCI Branch: JOHNSON CONTROLS AUSTIN WACO TX CB - 0N88  
Address: 401 CENTER RIDGE DR STE 400  
AUSTIN, TX 78753-1350  
Branch Phone: (866) 819-0231  
Branch Email: \_\_\_\_\_

**Schedule A - Equipment List**

**HAYS COUNTY GOVERNMENT CENTER**

**712 S STAGECOACH TRL  
SAN MARCOS, TX 78666-5999**

**Block Hours - Controls**

Quantity: 50 hours  
Coverage Level: Basic

**Services Provided**  
1 Preventive Maintenance

**Customer Tag**

**Manufacturer**  
JCI\_YORK

**Model #**

**Serial #**  
1-TZ57456

Johnson Controls maintains the Buildings Metasys Controls System via Block Hours. Johnson Controls defines Block Hours as operational deficiencies defined by the customer and completes the tasking per customer request.

Below are a few of the tasking items that JCI tech's perform while on site.  
There exists over 400 devices that control individual spaces.

- The damper actuators are old. About 10% have already been replaced. Catching the bad ones takes luck in finding the damper physically at the wrong position or by commanding calibrations while reading offsets hidden in the program. The JCI tech can do these tests and checks in mass.
- There are many heating issues. The JCI tech works hand-in-hand with your facilities tech to troubleshoot and verify the mechanical/electrical side and the controls side.
- Wireless thermostat issues continue. The JCI tech continues to note in an ever-growing xls spreadsheet the tstat locations, which tstats actually control, and the unique dip switch settings.
- Better programming will continue to be implemented as unique problems are found. The latest involved an IT room with a bad tstat. Now bad tstats in IT rooms will force the programming into thinking the room is hot, therefore forcing cold air into the server rooms regardless of what the bad tstat claims.
- The Hays system is unique in that it does not have a JCI front end. The JCI tech will continue to work with the 3rd party out-of-state front end personnel on creating a better system.
- While the roof-top air handlers that feed the 400 VAV boxes are NOT controlled by JCI, JCI can none the less spot anomalies and point facilities towards solutions.
- Court rooms (and other spaces) are sometimes too warm or too cold. These require special attention in both the engineering of the HVAC and the control logic. The JCI tech will continue to work with facilities on these unique areas, finding better ways to handle comfort challenges whether it be 20F or 110F outside.

# Equipment Tasking

**Block Hours - Controls**

- Preventive Maintenance
- Use appropriate eye protection in work environment

Use appropriate Head protection on worksite

Use appropriate hand gloves on worksite

Use and follow the JCI safety policy for Fall Protection while performing work

Use and follow the JCI Ladder Safety processes while performing work

Use and follow the JCI Lock-out Tag-out on all electrical machinery

Check with appropriate customer representative for operational deficiencies

Perform scheduled block hour tasks

Complete any required maintenance checklists, report observations to appropriate customer representative

**Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)**

| Year  | Total Annual Dollar Amount | Payment Frequency |
|-------|----------------------------|-------------------|
| Year1 | \$9,055.00                 | Quarterly         |

**TERMS AND CONDITIONS**  
**DEFINITIONS**

**CONNECTED EQUIPMENT SERVICES** means a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on such equipment's health, performance or potential malfunction.

**CONTRACT PRICE** means the price that Customer shall pay to JCI for the Services.

**COVERED EQUIPMENT** means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

**EQUIPMENT FAILURE** means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

**PREMISES** means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

**REMOTE MONITORING SERVICES** means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

**REMOTE OPERATIONS CENTER (ROC)** is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

**REMOTE OPERATING SERVICES** means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

**REPAIR LABOR** is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

**REPAIR MATERIALS** are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

**SCHEDULED SERVICE MATERIALS** are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

**SCHEDULED SERVICE VISITS** are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

**SERVICES** are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

**A. JCI'S SERVICES FOR COVERED EQUIPMENT**

**1. BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

**2. PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

**3. EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

**4. JCI CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the

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Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. **Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.**

**5. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

**6. CUSTOMER SERVICE INFORMATION PORTAL.** Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

### **B. OUT OF SCOPE SERVICES**

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

### **C. EXCLUSIONS**

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
  - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
  - equipment not covered by this Agreement or attachments made to Covered Equipment;
  - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
  - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
  - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
  - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
  - issues or failures not specifically covered by this Agreement; or

- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

#### D. PAYMENT TERMS; PRICE ADJUSTMENTS

Fees and other amounts due hereunder are due upon receipt of the invoice and shall be paid by Customer within thirty (30) days. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within twenty-one (21) days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Failure by Customer to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend any software licenses provided hereunder and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

#### E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty, if any, to Customer and such warranty remedies are exclusive for that equipment. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

#### F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software)

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and not permit the same to be done; and

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access.

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

### G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT.** Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

### H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below.

### I. LIMITATION OF LIABILITY

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS**

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### J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

### K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation prior to filing an action with a court of competent jurisdiction. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

### L. TERMINATION

1. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing within thirty (30) business days or take action to cure the notifying party may terminate this Agreement by providing written notice of such termination.
3. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
4. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.
5. If the Agreement is for a multi-year term, either party may terminate the Agreement without cause after the first full year of Services by giving the other party no less than forty-five (45) days written notice.

### M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

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JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

### **N. CUSTOMER DATA**

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

### **O. JCI'S INTELLECTUAL PROPERTY**

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

### **P. SOFTWARE AND DIGITAL SERVICES**

Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

### **Q. MISCELLANEOUS PROVISIONS**

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, or return email.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

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7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

8. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**ADDENDUM TO PSA TERMS AND CONDITIONS FOR  
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS**

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

**1. Remote Monitoring of Alarm Signals.** If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

**2. Remote Monitoring Services Pricing.** Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

**3. Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

**4. False/Unnecessary Alarms; Service Calls.** At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

**5. Remote Monitoring of Video Monitoring Services.** During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. . No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

**a. Inception and conclusion of service.** Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

**b. Customer Equipment.** Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

**c. System Location.** The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or

## JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**

### PREPARED FOR HAYS COUNTY GOVERNMENT CENTER

capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

**d. Images.** Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

**e. Video System Signals.** When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

**f. Recordings.** Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

**6. Risk of Loss is Customer's.** JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

**7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF**

**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL**  
**PREPARED FOR HAYS COUNTY GOVERNMENT CENTER**

**THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.**

**[END OF DOCUMENT]**

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider the release of the maintenance bond #107005275 in the amount of \$96,955.25 and the acceptance of roads into the county road maintenance system for 6 Creeks subdivision, Phase 1, Section 1.

| ITEM TYPE    | MEETING DATE  | AMOUNT REQUIRED |
|--------------|---------------|-----------------|
| ACTION-ROADS | March 9, 2021 |                 |

#### LINE ITEM NUMBER

|  |
|--|
|  |
|--|

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

| REQUESTED BY      | SPONSOR | CO-SPONSOR |
|-------------------|---------|------------|
| Jerry Borcharding | SMITH   | N/A        |

#### SUMMARY

Staff recommends acceptance of these roads into the county road maintenance system. Roads include: Cold River Run (863 ft.), Trout River Road (155 ft.), Coyote Creek Way (2,381 ft.), Silver Pass (1,118 ft.), and Eagle Ford Drive (498 ft.).

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider the release of the maintenance bond #106749937 in the amount of \$12,858.76, the release of the maintenance bond #106749938 in the amount of \$12,739.34, and the acceptance of roads into the county road maintenance system for Belterra Village subdivision, Phase 1 (Hargraves Drive & Holton Drive only).

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jerry Borcharding

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

Staff recommends acceptance of these roads into the county road maintenance system. Roads include: Hargraves Drive (652 ft.) and Holton Drive (1,294 ft.).

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Supplemental Agreement #1 to a Professional Services Agreement (PSA) between Hays County and K Friese and Associates, Inc. for revision of the Hays County Transportation Plan.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

\$7,070

#### LINE ITEM NUMBER

020-710-00.5448\_008

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Requires a discretionary exemption per Texas Local Government Code 262.024(a)(4).

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Jerry Borcharding, P.E., Transportation Director

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

This will increase the compensation by \$7,070 and extend the contract from January 6, 2021, until June 30, 2021. As an extension of the current subcontract, CD&P will continue to provide community and stakeholder outreach activities associated with the development of the Hays County Transportation Plan. The stakeholder communication and coordination have exceeded the originally anticipated level of effort. A significant part of this is coordination of questions and confusion around the Dripping Springs Plan as well as questions on other Hays County projects. Additionally, the engagement periods were adjusted to longer periods due to COVID and the virtual engagement. This supplemental would allow CD&P to continue a high level of service and stakeholder communications and complete the final public engagement report. Deliverables: Continue stakeholder communications via email and phone.

**CONTRACT FOR ENGINEERING SERVICES**  
**SUPPLEMENTAL AGREEMENT NO. 1**  
**TO THE PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS                                 §  
COUNTY OF HAYS                                 §

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and K. Friese & Associates (*the "Contractor"*) and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Contractor* executed a contract on April 7, 2020, which terminated on January 6, 2021; and,

WHEREAS, the not-to-exceed fee in Exhibit B, in the agreement is set at \$270,888.00; and,

WHEREAS, it has become necessary to amend the agreement.

## AGREEMENT

NOW, THEREFORE, premises considered, the *County* and the *Contractor* agree that said contract is amended as follows:

- I. The not-to-exceed fee in Exhibit B is hereby increased from \$270,888.00 to \$277,958.00 reflecting an increase of \$7,070.00.
- II. This Supplemental No. 1 to the Professional Service Agreement shall become effective on date of final signature and shall terminate on June 30, 2021, unless extended by a supplemental contract amendment.

All other provisions are unchanged and remain in full force and effect.

**IN WITNESS WHEREOF**, the *County* and the *Contractor* have executed this supplemental agreement in duplicate,

**Contractor**

K. Friese & Associates

**County:**

Hays County, Texas

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

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

Signature

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

\_\_\_\_\_  
The Honorable Ruben Becerra

Printed Name

Hays County Judge

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT B**

**Fee/Rate Schedule**

**FEE SCHEDULE SHALL BE INSERTED AT THE  
TIME OF AGREEMENT/CONTRACT EXECUTION**

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to approve a Resolution and a Local On-System Agreement (LOSA) in support of a project on FM2770 that will culminate in a turn-lane at the Flint Hills tank farm facility and authorize the Judge to sign the document.

| ITEM TYPE    | MEETING DATE  | AMOUNT REQUIRED |
|--------------|---------------|-----------------|
| ACTION-ROADS | March 9, 2021 | \$550,339       |

#### LINE ITEM NUMBER

5448-008, 5448-010

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

| REQUESTED BY      | SPONSOR | CO-SPONSOR |
|-------------------|---------|------------|
| Jerry Borcharding | JONES   | N/A        |

#### SUMMARY

Flint Hills is contributing \$200,000 for this project. The remaining cost has been budgeted in the Transportation Department's FY 2021 budget. This action will enable TXDOT to move forward with the approval process.



A Resolution of the Hays County Commissioners Court  
Approving a Local Transportation Project (FM 2770 at Flint Hills Development) Local On-  
system Agreement for an On-system Project and Authorizing the County  
Judge to Execute the Agreement on behalf of Hays County

STATE OF TEXAS           §  
                                     §  
COUNTY OF HAYS       §

**WHEREAS**, the FM 2770 at Flint Hills Development intersection improvement project is an element of the Hays County Transportation Plan; and

**WHEREAS**, the project would improve safety and mobility for local traffic conditions at this location; and

**WHEREAS**, the County has moved forward with project development of the FM 2770 at Flint Hills Development project, including environmental clearance, construction design, and utility relocation;

**NOW, THEREFORE, BE IT RESOLVED** by the Hays County Commissioners Court:

That the Commissioners Court of Hays County does hereby approve the Local Transportation Project (FM 2770 at Flint Hills Development) Local On-system Agreement for an On-system Project and authorizes the County Judge to execute the Agreement on behalf of Hays County.

**RESOLVED, ORDERED AND DECLARED THIS THE 9<sup>TH</sup> DAY OF MARCH, 2021**

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Ruben Becerra  
Hays County Judge

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Debbie Gonzales Ingalsbe  
Commissioner, Pct. 1

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Mark Jones  
Commissioner, Pct. 2

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Lon A. Shell  
Commissioner, Pct. 3

---

Walt Smith  
Commissioner, Pct. 4

ATTEST:

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Elaine H. Cárdenas, MBA, PhD  
Hays County Clerk

|                 |                    |
|-----------------|--------------------|
| CSJ #           | 3210-01-018        |
| District #      | 14-AUS             |
| Code Chart 64 # | 50106              |
| Project Name    | FM 2770 at RM 1626 |

STATE OF TEXAS §

COUNTY OF TRAVIS §

## **AGREEMENT** **For A** **LOCAL ON-SYSTEM IMPROVEMENT PROJECT**

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and **County of Hays**, acting by and through its duly authorized officials, called the "Local Government." The State and Local Government shall be collectively referred to as "the parties" hereinafter.

### **WITNESSETH**

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **115814**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **TBD**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Project Location Map (Attachment B), which is attached to and made a part of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

### **AGREEMENT**

#### **1. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

|                        |                           |
|------------------------|---------------------------|
| <b>CSJ #</b>           | <b>3210-01-018</b>        |
| <b>District #</b>      | <b>14-AUS</b>             |
| <b>Code Chart 64 #</b> | <b>50106</b>              |
| <b>Project Name</b>    | <b>FM 2770 at RM 1626</b> |

## 2. **Scope of Work**

The Project consists of the design and construction of intersection improvements at FM 2770 and RM 1626 in Hays County, Texas. Improvements include widening the existing two-lane roadway to provide left-turn deceleration lane and paved shoulder.

## 3. **Local Project Sources and Uses of Funds**

- A. The total estimated cost of the Project is shown in Attachment C, Local On-System Improvement Project Budget (Attachment C), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment C. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment C. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment C. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment C by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment C is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment C.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within 12 months after execution of the Agreement.
- G. The Local Government will complete construction and receive the State's acceptance of the project within 36 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the

|                        |                           |
|------------------------|---------------------------|
| <b>CSJ #</b>           | <b>3210-01-018</b>        |
| <b>District #</b>      | <b>14-AUS</b>             |
| <b>Code Chart 64 #</b> | <b>50106</b>              |
| <b>Project Name</b>    | <b>FM 2770 at RM 1626</b> |

Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

**4. Termination of this Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

**5. Amendments**

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

**6. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

**7. Architectural and Engineering Services**

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

**8. Environmental Assessment and Mitigation**

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.

|                        |                           |
|------------------------|---------------------------|
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| <b>Code Chart 64 #</b> | <b>50106</b>              |
| <b>Project Name</b>    | <b>FM 2770 at RM 1626</b> |

- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

**9. Right of Way and Real Property**

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

**10. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

**11. Compliance with Texas Accessibility Standards and ADA**

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**12. Construction Responsibilities**

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State.

|                        |                           |
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The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

### 13. **Project Maintenance**

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

### 14. **Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

| <b>Local Government</b>   | <b>State</b>   |
|---|--|
| Director of Transportation<br>Hays County<br>2171 Yarrington Rd.,<br>San Marcos, TX 78666 | Director of Contract Services<br>Texas Department of Transportation<br>125 E. 11 <sup>th</sup> Street<br>Austin, Texas 78701 |

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

### 15. **Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

|                        |                           |
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**16. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**17. Ownership of Documents**

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

**18. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**19. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**20. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**21. Insurance**

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

|                        |                           |
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**22. Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

**23. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

**THE STATE OF TEXAS**

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kenneth Stewart

\_\_\_\_\_  
Ruben Becerra

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Director of Contract Services

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

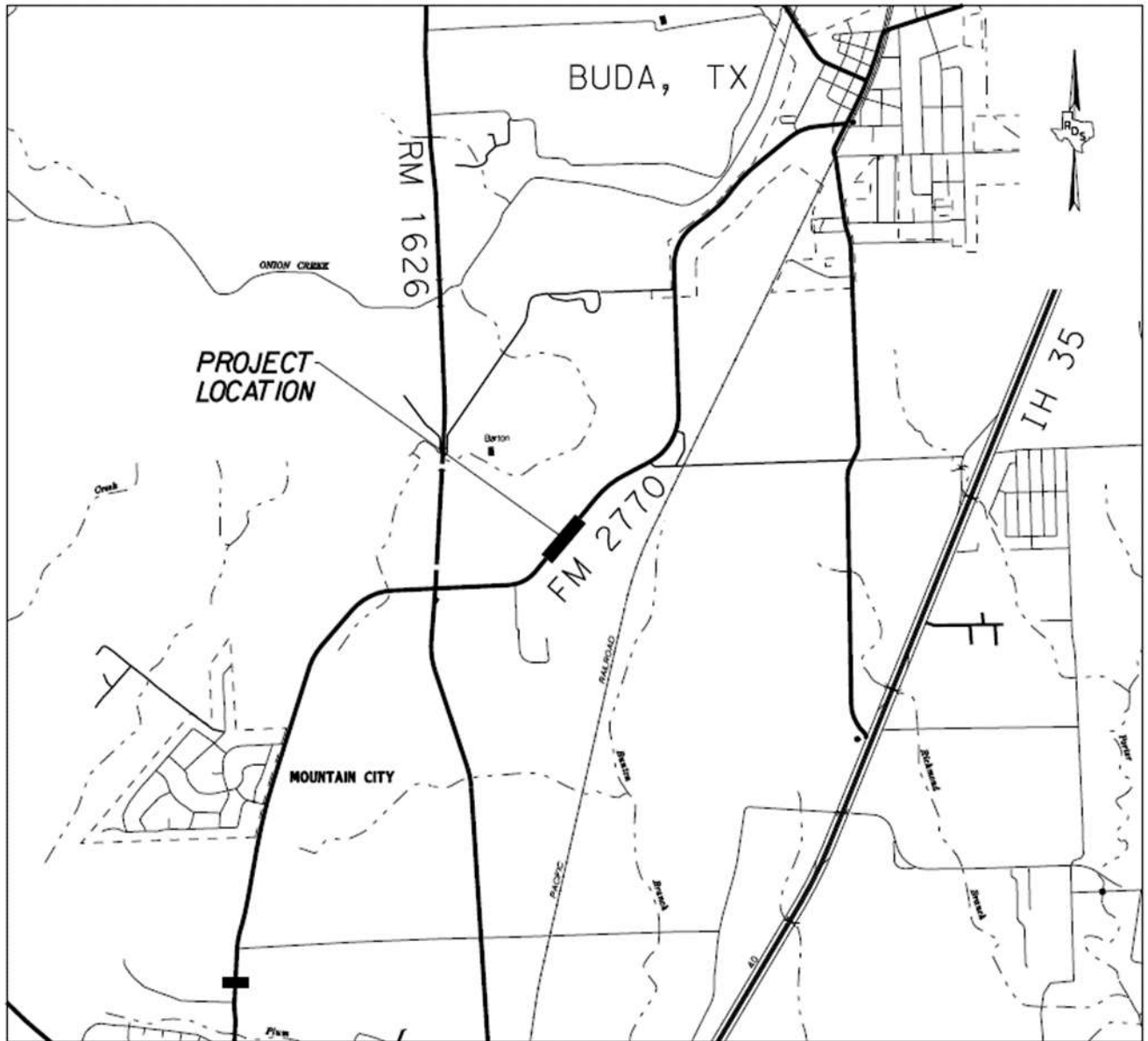
|                        |                           |
|------------------------|---------------------------|
| <b>CSJ #</b>           | <b>3210-01-018</b>        |
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| <b>Project Name</b>    | <b>FM 2770 at RM 1626</b> |

**ATTACHMENT A**  
**RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

{Insert Local Government Resolution, Ordinance, or Commissioners Court Order}

|                 |                    |
|-----------------|--------------------|
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| Project Name    | FM 2770 at RM 1626 |

## ATTACHMENT B PROJECT LOCATION MAP



|                 |                    |
|-----------------|--------------------|
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| Project Name    | FM 2770 at RM 1626 |

**ATTACHMENT C**  
**LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET**  
**(Locally Funded and Performed Project)**

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

| Description   | Estimated Costs   | Subtotals        |
|---|---|------------------|
| <b>PROJECT PHASES:</b> Work performed by the Local Government or its Consultant or Contractor |   |                  |
| Environmental   | \$10,000  |                  |
| Right of Way  | \$ 0  |                  |
| Engineering   | \$ 90,000   |                  |
| Utility Work  | \$ 2,500  |                  |
| Construction  | \$ 400,000  |                  |
| Subtotal for Project Phases   |   | \$502,500        |
| <b>DIRECT STATE COSTS:</b>  | <b>Paid By:</b> <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State |                  |
| Environmental   | \$2,513   |                  |
| Right of Way  | \$628   |                  |
| Engineering   | \$3,769   |                  |
| Utility Work  | \$628   |                  |
| Construction  | \$17,588  |                  |
| Subtotal for Direct State Costs   |   | \$25,126         |
| <b>INDIRECT STATE COSTS:</b>  | <b>Paid By:</b> <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State |                  |
| Subtotal for Indirect State Costs   |   | \$22,713         |
| <b>TOTAL ESTIMATED COST OF PROJECT</b>  |   | <b>\$550,339</b> |

|               |  |
|---------------|--|
| <b>\$0.00</b> | Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement. |
|---------------|--|

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Bowman Engineering for design of intersection improvements at the intersection of Cotton Gin Road and Plum Creek Road.

| ITEM TYPE    | MEETING DATE  | AMOUNT REQUIRED |
|--------------|---------------|-----------------|
| ACTION-ROADS | March 9, 2021 | \$97,974.00     |

#### LINE ITEM NUMBER

020-710-00.5448\_008

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Requires a discretionary exemption per Texas Local Government Code 262.024(a)(4).

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

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

#### SUMMARY

This effort will provide needed additional funds to complete the design of the intersection.



**ARTICLE 1**  
**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

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

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

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

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

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

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

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

### **ARTICLE 3** **ENGINEERING SERVICES**

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

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. 1”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

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

### **ARTICLE 4** **CONTRACT TERM**

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

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

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

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

## **ARTICLE 5**

### **COMPENSATION AND EXPENSES**

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

The maximum amount payable under this Contract, without modification, is **ninety-seven thousand, nine hundred seventy-four Dollars (\$97,974.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

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

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

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

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

## **ARTICLE 6**

### **METHOD OF PAYMENT**

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

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

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

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

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

## **ARTICLE 7**

### **PROMPT PAYMENT POLICY**

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

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

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

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

## **ARTICLE 8**

### **COMMENCEMENT OF ENGINEERING SERVICES**

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

**ARTICLE 9**  
**PROJECT TEAM**

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

Attn: Jerry Borcharding, P.E.  
Transportation Director  
Hays County Transportation Department  
2171 Yarrington Road  
Kyle, Texas 78640

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

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

Attn: Nicholas Kehl  
Bowman Consulting Group, Ltd.  
1120 South Capital of Texas Hwy  
Building 3, Suite 220  
Austin, Texas 78746

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

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## **ARTICLE 10**

### **PROGRESS EVALUATION**

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

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

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

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

## **ARTICLE 11**

### **SUSPENSION**

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

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

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

## **ARTICLE 12**

### **ADDITIONAL ENGINEERING SERVICES**

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

## **ARTICLE 13**

### **CHANGES IN COMPLETED ENGINEERING SERVICES**

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

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

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

#### **ARTICLE 14**

#### **CONTRACT AMENDMENTS**

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

#### **ARTICLE 15**

#### **USE OF DOCUMENTS**

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

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

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

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

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

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

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

## **ARTICLE 16**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

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

## **ARTICLE 17**

### **SUBCONTRACTING**

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

## **ARTICLE 18**

### **REVIEW OF ENGINEERING SERVICES**

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

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

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

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

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

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

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

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

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

## **ARTICLE 19**

### **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

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

## **ARTICLE 20**

### **TERMINATION**

This Contract may be terminated as set forth below.

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

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

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

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

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

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

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

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

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

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

## **ARTICLE 22**

### **INDEMNIFICATION**

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

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

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

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

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

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

**ARTICLE 23**  
**ENGINEER'S RESPONSIBILITIES**

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

**ARTICLE 24**  
**ENGINEER'S SEAL**

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

**ARTICLE 25**  
**INSURANCE**

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

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

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

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

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 26** **COPYRIGHTS**

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

## **ARTICLE 27** **SUCCESSORS AND ASSIGNS**

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

## **ARTICLE 28** **SEVERABILITY**

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

## **ARTICLE 29** **PRIOR AGREEMENTS SUPERSEDED**

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

### **ARTICLE 30** **ENGINEER'S ACCOUNTING RECORDS**

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

### **ARTICLE 31** **NOTICES**

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

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

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

**Engineer:** Nicholas Kehl  
Bowman Consulting Group, Ltd.  
1120 South Capital of Texas Hwy  
Building 3, Suite 220  
Austin, Texas 78746

## **ARTICLE 32**

### **GENERAL PROVISIONS**

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

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

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

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

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

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

**G. Reports of Accidents.** Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person

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

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

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

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

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

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

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

Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

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

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

### **ARTICLE 33** **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator’s fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

### **ARTICLE 34** **EQUAL OPPORTUNITY IN EMPLOYMENT**

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

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

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

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

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

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

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

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

### **SIGNATORY WARRANTY**

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

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

#### **COUNTY**

HAYS COUNTY, TEXAS

By: \_\_\_\_\_  
Ruben Becerra, County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

#### **ENGINEER**

Bowman Consulting Group, Ltd.

By 

Printed Name: Nicholas G. Kehl

Title: Principal – Branch Manager

Date: February 2, 2021

### **LIST OF EXHIBITS ATTACHED**

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

**EXHIBIT A**  
**DEBARMENT CERTIFICATION**

**STATE OF TEXAS**

§

§

**COUNTY OF HAYS**

§

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

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

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

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

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

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

Bowman Consulting Group, Ltd.

Name of Firm



Signature of Certifying Official

Nicholas G. Kehl

Printed Name of Certifying Official

Principal – Branch Manager

Title of Certifying Official

February 2, 2021

Date

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

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Nicholas Kehl  
the Branch Manager of Bowman Consulting, on behalf of  
said firm.



*Mia Hernandez*  
Notary Public in and for the  
State of Texas

My commission expires: 07/15/2024

## **EXHIBIT B**

### **ENGINEERING SERVICES**

#### **PROJECT UNDERSTANDING**

The Project includes reconstructing the intersection of Plum Creek Road and Cotton Gin Road, also known as County Road 156 and County Road 129 in Hays County, Texas. Beginning approximately 275' north of Cotton Gin Road and extending approximately 200' south of Cotton Gin, the project includes approximately 480 linear feet of Roadway reconstruction.

The project also includes, widening Plum Creek to 12' lanes, reconfiguring the intersection, and adding a drainage crossing under Plum Creek Road.

Previously authorized scope of work includes reconstruction of Cotton Gin Road, also known as County Road 129 in Hays County, Texas. Beginning at Bonanza Street and extending to State Highway 21 to the southeast, the project includes approximately 12,070 liner feet, or 2.29 miles of roadway reconstruction. The intersection redesign will be part of the previously approved Cotton Gin Road – Phase 2 Project Plan Set.

BCG is proposing to provide the following additional Scope of Services for the Project with this proposal:

- Right-of-Way and Topographic Survey
- ROW Parcel Metes and Bounds with Exhibit
- Project Management
- Final Engineering & Design
- Construction Cost Estimate
- Bid Phase Support
- Construction Administration

## EXHIBIT C

### WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

**PROJECT: Cotton Gin Road & Plum Creek Road Intersection**

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated \_\_\_\_\_, **2021** and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and **Bowman Consulting Group, Ltd.** (the "Engineer").

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

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

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on \_\_\_\_\_, **2021**. The Engineering Services set forth in **Attachment "B"** of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

ENGINEER:

Bowman Consulting Group, Ltd.

COUNTY:

Hays County, Texas

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

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

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

#### LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County (Not Applicable)

Attachment B – Engineering Services

Attachment C - Work Schedule

Attachment D - Fee Schedule

**EXHIBIT D**

**Fee/Rate Schedule**

**FEE SCHEDULE SHALL BE INSERTED AT THE  
TIME OF AGREEMENT/CONTRACT EXECUTION**

**EXHIBIT E**

**CERTIFICATES OF INSURANCE**

**ATTACHED BEHIND THIS PAGE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/26/2020

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

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

| <b>PRODUCER</b><br>Klein Agency, LLC<br>P.O. Box 219<br><br>Timonium MD 21094                                      | <b>CONTACT NAME:</b> Certificates<br><b>PHONE (A/C, No, Ext):</b> (410) 832-7600<br><b>FAX (A/C, No):</b> (410) 832-1849<br><b>E-MAIL ADDRESS:</b> certs@kleinagencyllc.com  |                               |  |        |            |                               |       |            |  |       |            |                               |       |            |                           |       |            |  |  |            |  |  |
|--|--|-------------------------------|--|--------|------------|-------------------------------|-------|------------|--|-------|------------|-------------------------------|-------|------------|---------------------------|-------|------------|--|--|------------|--|--|
| <b>INSURED</b><br><br>Bowman Consulting Group, Ltd.<br>12355 Sunrise Valley Drive,<br>Suite 520<br>Reston VA 20191 | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Charter Oak Fire Insurance Co</td><td>25615</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Co. of America</td><td>25674</td></tr><tr><td>INSURER C:</td><td>Travelers Indemnity Co. of Am</td><td>25666</td></tr><tr><td>INSURER D:</td><td>Berkley Insurance Company</td><td>32603</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | Charter Oak Fire Insurance Co | 25615 | INSURER B: | Travelers Property Casualty Co. of America | 25674 | INSURER C: | Travelers Indemnity Co. of Am | 25666 | INSURER D: | Berkley Insurance Company | 32603 | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE  |  | NAIC #                        |  |        |            |                               |       |            |  |       |            |                               |       |            |                           |       |            |  |  |            |  |  |
| INSURER A:   | Charter Oak Fire Insurance Co  | 25615                         |  |        |            |                               |       |            |  |       |            |                               |       |            |                           |       |            |  |  |            |  |  |
| INSURER B:   | Travelers Property Casualty Co. of America   | 25674                         |  |        |            |                               |       |            |  |       |            |                               |       |            |                           |       |            |  |  |            |  |  |
| INSURER C:   | Travelers Indemnity Co. of Am  | 25666                         |  |        |            |                               |       |            |  |       |            |                               |       |            |                           |       |            |  |  |            |  |  |
| INSURER D:   | Berkley Insurance Company  | 32603                         |  |        |            |                               |       |            |  |       |            |                               |       |            |                           |       |            |  |  |            |  |  |
| INSURER E:   |  |                               |  |        |            |                               |       |            |  |       |            |                               |       |            |                           |       |            |  |  |            |  |  |
| INSURER F:   |  |                               |  |        |            |                               |       |            |  |       |            |                               |       |            |                           |       |            |  |  |            |  |  |

**COVERAGES****CERTIFICATE NUMBER:** 20-21 All**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD  | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|------------|----------|----------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |            |          | 6306J047645    | 08/31/2020              | 08/31/2021              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |            |          | 8103N454030    | 08/31/2020              | 08/31/2021              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |            |          | CUP6J395074    | 08/31/2020              | 08/31/2021              | EACH OCCURRENCE \$ 25,000,000<br>AGGREGATE \$ 25,000,000<br>\$  |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y / N<br>N | N / A    | UB6J317115     | 08/31/2020              | 08/31/2021              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| D        | Professional & Pollution Liability  |            |          | AEC-9041469-00 | 08/31/2020              | 08/31/2021              | Each Claim \$10,000,000<br>Aggregate \$10,000,000   |

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

If required by an insured written contract, executed prior to any loss, the certificate holder is an Additional Insured on a primary and non-contributory basis under the General and Auto Liability Policies. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for General, Auto, and Workers Compensation Policies. Umbrella Policy follows form over General, Auto, and Employer's Liability Policies. 30 day notice of cancellation, 10 day for non-payment.

**CERTIFICATE HOLDER****CANCELLATION**

\*Evidence of Coverage\*

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

AUTHORIZED REPRESENTATIVE

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

PLN-1558-NP; Discussion and possible action to approve the final plat for the Rocky Oaks Subdivision.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

MACHACEK

#### SPONSOR

SHELL

#### CO-SPONSOR

N/A

#### SUMMARY

Rocky Oaks Subdivision is a proposed three (3) lot subdivision located off of Oakwood Loop in Precinct 3.

The proposed subdivision will divide 19.98 acres into 3 lots, approximately 6.66 acres in size. Water utility will be accomplished via private individual wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.



## **Hays County Commissioners Court Agenda Request**

**Meeting Date:** March 9<sup>th</sup>, 2021

**Requested By:** Colby Machacek

**Prepared By:** Colby Machacek

**Department Director:** Marcus Pacheco

**Sponsoring Court Member:** Commissioner Lon Shell, Precinct 3

### **AGENDA ITEM LANGUAGE:**

PLN-1558-NP; Discussion and possible action to approve the final plat for the Rocky Oaks Subdivision.

### **BACKGROUND/SUMMARY OF REQUEST:**

- A) The proposed subdivision of 19.98 acres will create 3 equally sized lots consisting of 6.66 acres pursuant to Legislative House Bill 3167, effective September of 2019.
- B) Water utility service will be accomplished via individual private wells. Wastewater treatment will be accomplished via individual on-site sewage facilities. The property is located within Hays County Commissioner Precinct 3
- C) A Shared Access Maintenance Agreement will be recorded under separate instrument to provide unrestricted ingress/egress via Shared Access Driveway to the proposed parcels from Oakwood Loop, a regulated roadway in Hays County.

### **STAFF COMMENTS:**

Staff has completed Technical Review for the proposed subdivision to be known as Rocky Oaks Subdivision. The item remaining is action on the approval of the final plat.

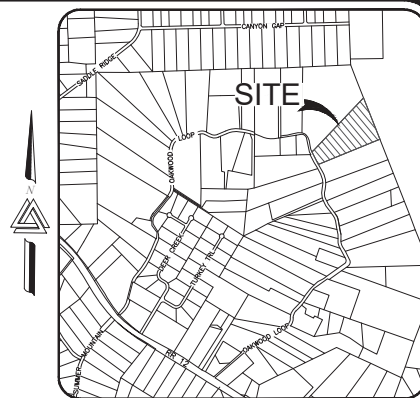
The application has no variances requested and meets all the Development Regulations set forth. Staff recommends the Approval of the Rocky Oaks Subdivision, Final Plat.

### **ATTACHMENTS/EXHIBITS:**

Property Location Map

Subdivision Plat

**ROCKY OAKS SUBDIVISION**  
**19.98 ACRES OUT OF THE DAVID WILSON SURVEY NO. 8 ABS. 476**  
**AND THE G.C. & S.F. RR CO SURVEY NO. 2 ABS. 694**  
**CITY OF WIMBERLEY ETJ**  
**HAYS COUNTY, TEXAS**



**VICINITY MAP**  
ZIP CODE: 78676

**PLAT NOTES**

- No portion of this subdivision lies within the Edwards Aquifer Contributing Zone.
- This subdivision lies within the boundaries of the Edwards Aquifer Recharge Zone.
- No portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on FEMA F.I.R.M. Panel #48209C 0355 F, dated September 2, 2005 & FEMA F.I.R.M. Panel #48209C 0360 F, dated September 2, 2005.
- This subdivision contains 3 lots for a total of 19.98 acres.
  - Lots less than 2.00 acres: 0
  - Lots 2.00 to 5.00 acres: 0
  - Lots 5.00 to 10.00 acres: 3
- This subdivision lies within the following jurisdictions:
  - Emergency Services District #4 & #7
  - Wimberley Independent School District
  - Hays Trinity Groundwater Conservation District #5
- Water supply for this subdivision will be provided by a private well.
- Wastewater treatment for this subdivision will be provided by individual on-site sewage facilities.
- Rainwater collection is encouraged and in some areas may offer the best renewable water resource.
- Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
- Telephone service for this subdivision is provided by Spectrum.
- A portion of this subdivision lies within the Extrajurisdictional Jurisdiction of The City of Wimberley and is subject to its ordinances.
- Driveways must satisfy the minimum spacing requirement for driveways set forth in Chapter 9.02.115 of The City of Wimberley ordinances.
- Driveways shall comply with Chapter 721 of the Hays County Development Regulations, and be permitted through the Transportation Department of Hays County under Chapter 751.
- All culverts, when required shall comply with the current Hays County standard.
- In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated county roadway unless a ~~Driveway Permit~~ has been issued by the appropriate County Road and Bridge Department.
- No lots are to be occupied until OSDF Permitted or public sewer, water and electricity and roads have been provided and construction is completed and approved.
- Post-development conditions runoff rate shall be no greater than the pre-developed condition for 2, 5, 10, 25, and 100 year storm events, per Hays County Development regulations, chapter 725, subchapter 3.02. Pre and post development runoff calculations shall be included with the construction drawings for this subdivision.
- Post-Construction Stormwater control measures shall have a maintenance plan. The maintenance plan must be filed in the real property records of Hays County. The owner operator of any new development or redevelopment site shall develop and implement a maintenance plan addressing maintenance requirements for any structural control measures installed on site. Operation and maintenance performed shall be documented and retained and made available for review upon request.
- All roadways shall be designed and constructed in accordance with applicable Hays County standards, per Hays County Development regulations, chapter 721, subchapter 5.
- No object, including buildings, fencing or landscaping which would interfere with conveyance of stormwater, shall be placed or erected within a Drainage Easement. The owner(s) of any lot(s) upon which drainage facilities are located, including detention, shall be responsible for maintenance and upkeep of such facilities.
- The 50 ft. Private Road Easement shown hereon shall contain a Shared Access Driveway, in accordance with Hays County Specifications, which is hereby dedicated for the use of the lots shown hereon for access and for the use of Public Utility providers to obtain access to serve those lots.
- Under department regulations, this subdivision is exempt from the requirements to demonstrate the availability of water service. Further subdivision is prohibited for a duration of five (5) years, following the filing of the plat.
- Shared access driveways providing access to any lot greater than five (5) acres in size shall have a minimum width of sixty (60) feet, unless the lots are prohibited from further subdivision.
- The maintenance agreement for the Shared Access Driveway is recorded in Instrument No. \_\_\_\_\_.
- Melbourns placed within the ROW shall be of an approved "SOOT" or FEMA design.
- All bearings and distances shown hereon are based upon the Texas Coordinate System, South Central Zone (4204), North American Datum 1983, Grid.

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

That I, James S. Chessher and wife, Christina L. Chessher; Chris D. Chessher and wife, Katie Chessher; and Stephen W. Miller and wife, Michelle M. Miller, owners of that certain tract of land shown hereon and described in a deed recorded in Instrument No. 20020855, do hereby subdivide said lots as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the public, unless otherwise noted hereon, the streets, alleys, rights-of-way, easements, and public places shown hereon for such public purposes as Hays County may deem appropriate. This subdivision is to be known as the **ROCKY OAKS SUBDIVISION, 19.98 ACRES OUT OF THE DAVID WILSON SURVEY NO. 8 ABS. 476 AND THE G.C. & S.F. RR CO SURVEY NO. 2 ABS. 694, CITY OF WIMBERLEY ETJ, HAYS COUNTY, TEXAS.**

TO CERTIFY WHICH, WITNESS by my hand this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

By: \_\_\_\_\_  
James S. Chessher, Owner  
18 Coshlee Ct  
Wimberley, Texas 78676

By: \_\_\_\_\_  
Christina L. Chessher, Owner  
18 Coshlee Ct  
Wimberley, Texas 78676

TO CERTIFY WHICH, WITNESS by my hand this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

By: \_\_\_\_\_  
Christopher D. Chessher, Owner  
3000 Mt Sharp Rd  
Wimberley, Texas 78676

By: \_\_\_\_\_  
Katie Chessher, Owner  
3000 Mt Sharp Rd  
Wimberley, Texas 78676

TO CERTIFY WHICH, WITNESS by my hand this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

By: \_\_\_\_\_  
Stephen W. Miller, Owner  
1018 Mockingbird Way  
Sugarland, Texas 77478

By: \_\_\_\_\_  
Michelle M. Miller, Owner  
1018 Mockingbird Way  
Sugarland, Texas 77478

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared James S. Chessher & Christina L. Chessher, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Christopher D. Chessher & Katie Chessher, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Stephen W. Miller & Michelle M. Miller, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Arthur Vasquez Torres, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the Subdivision Regulations of the City of Wimberley & Hays County, Texas.

TO CERTIFY WHICH, WITNESS by my hand and seal this \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

RELEASED FOR REVIEW 03/01/21  
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or

relied upon as a final survey document.  
Arthur Vasquez Torres Date  
R.P.L.S. # 5737, State of Texas

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Al Carroll, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is not in the Edwards Aquifer Contributing Zone, nor is it in the Barton Springs Segment of the Edwards Aquifer Recharge Zone; it is however in the Recharge Zone of the Edwards Aquifer and is located within Zone X flood areas, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 48209C 0360 F effective date September 2, 2005, and Community Panel Number, 48209C 0360 F effective date September 2, 2005, and that each lot conforms to the City of Wimberley & Hays County Subdivision Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal of this \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

RELEASED FOR REVIEW 03/01/21  
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or

relied upon as a final survey document.  
Al Carroll Date  
Registered Professional Engineer, No. 119251  
State of Texas

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water quantity and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

Tom Pope, R.S., C.F.M.  
Hays County Floodplain Administrator Date

Marcus Pacheco  
Interim Director Date  
Hays County Development Services

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the \_\_\_\_ day of \_\_\_\_\_, A.D. 2021, at \_\_\_\_\_ o'clock \_\_\_\_\_m., in the plat records of Hays County, Texas, in Instrument Number \_\_\_\_\_.

WITNESS my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

Elaine H. Cardenas  
County Clerk  
Hays County, Texas

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, A.D. 2021, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been entered into the minutes of said court in Instrument Number \_\_\_\_\_.

WITNESS my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

Ruben Becerra  
County Judge Date  
Hays County, Texas

Elaine H. Cardenas  
County Clerk  
Hays County, Texas

The City of Wimberley has deferred review of this subdivision to Hays County.

Paul Parker  
Interim - City Administrator  
City of Wimberley, Texas

PLAN 5751

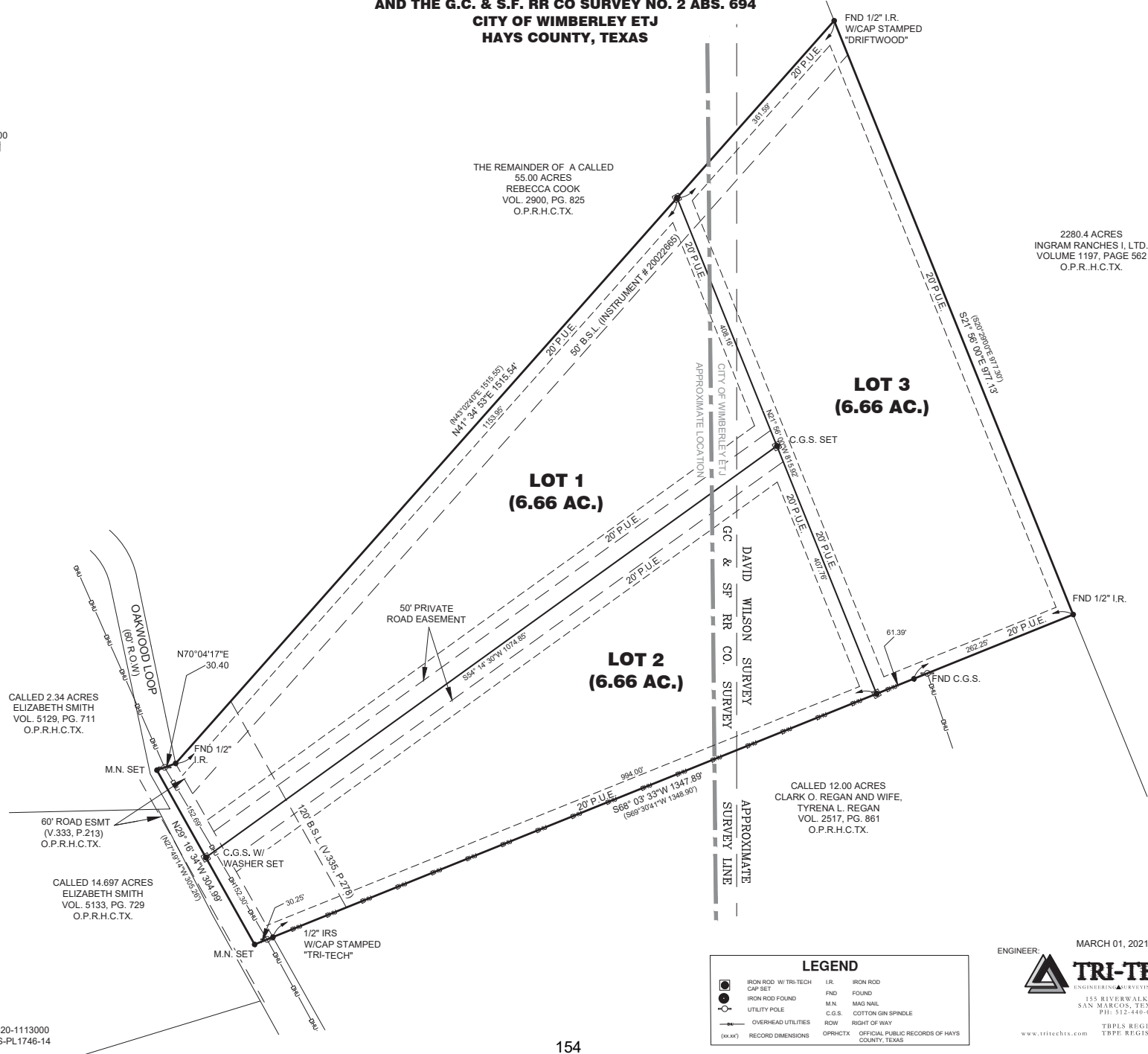
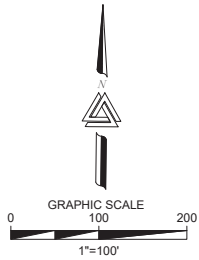
SM-20-1133000  
AUS-PL1746-14

ENGINEER: MARCH 01, 2021 SURVEYOR:



www.tritechs.com TPLS REGIS. #10193729 TBP REGIS. #1-18693

**ROCKY OAKS SUBDIVISION**  
**19.98 ACRES OUT OF THE DAVID WILSON SURVEY NO. 8 ABS. 476**  
**AND THE G.C. & S.F. RR CO SURVEY NO. 2 ABS. 694**  
**CITY OF WIMBERLEY ETJ**  
**HAYS COUNTY, TEXAS**



PLAN 5751

SM-20-1113000  
AUS-PL1746-14

| LEGEND |   |
|--------|---|
|        | IRON ROD W/ TRI-TECH                          |
|        | CAP SET                                       |
|        | IRON ROD FOUND                                |
|        | M.N. MAG NAIL                                 |
|        | C.G.S. COTTON GIN SPINDLE                     |
|        | OVERHEAD UTILITIES                            |
|        | RECORD DIMENSIONS                             |
|        | IRON ROD                                      |
|        | FOUND   |
|        | M.N. MAG NAIL                                 |
|        | C.G.S. COTTON GIN SPINDLE                     |
|        | ROW RIGHT OF WAY                              |
|        | OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS |

ENGINEER: MARCH 01, 2021 SURVEYOR:

**TRI-TECH**  
ENGINEERING & SURVEYING & PLANNING  
155 RIVERWALK DRIVE  
SAN MARCOS, TEXAS 78666  
PH: 512-440-8225

www.tritechtx.com

TPPLS REGIS. #: 10193729  
TBPE REGIS. #: P-18693

Tract or Lot:  
Abstract Subdivision Code:  
Block:  
Neighborhood Code: OAKW  
School District: SWI  
[Zoom to](#)

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

PLN-1612-PC; Call for a Public Hearing on March 30th, 2021 to discuss approval of the Heaton Hollow, Tract 16, Replat.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

MACHACEK

#### SPONSOR

SHELL

#### CO-SPONSOR

N/A

#### SUMMARY

Heaton Hollow Subdivision is a recorded subdivision located off of FM 2325 in Precinct 3.

The proposed re-plat will result in 3 parcels from the existing 45.02 acre Tract 16 and 55.48 acre adjacent tract, totaling an area of 100.624 acres. Water utility service will be achieved through individual private wells, public water wells, and rainwater collection. Wastewater treatment will be accomplished by on-site sewage facilities.



## **Hays County Commissioners Court Agenda Request**

**Meeting Date:** March 9<sup>th</sup>, 2021

**Requested By:** Colby Machacek, County Planner

**Prepared By:** Colby Machacek, County Planner

**Department Director:** Marcus Pacheco, Interim Director

**Sponsoring Court Member:** Commissioner Lon Shell, Precinct 3

### **AGENDA ITEM LANGUAGE:**

Call for a public hearing on March 30<sup>th</sup>, 2021 to discuss final plat approval for the Heaton Hollow Subdivision, Replat of Tract 16.

### **BACKGROUND/SUMMARY OF REQUEST:**

- A) Heaton Hollow is a recorded subdivision located off Fm 2325 in Precinct 3. The applicant proposes to replat the existing Tract 16 (45.02 acres) and adjacent 55.48 acre tract into 3 new parcels.
- B) Water utility service will be achieved through a combination of individual private wells, public water wells, and rainwater collection. Wastewater treatment will be accomplished by individual on-site sewage facilities.
- C) Per Texas Local Government Code requirements, a public hearing for this proposed re-subdivision involving Tract 16 and the adjacent un-platted tract will take place on March 30<sup>th</sup>, 2021 at 9:00 AM in our Commissioners Court. At that time, consideration for final action regarding the approval of the replat will take place.

### **STAFF COMMENTS:**

Staff has completed an Administrative Review for the proposed Replat of Tract 16, Heaton Hollow Subdivision and has provided a letter to the applicant filing the application for Technical Review. The items remaining are the completion of Technical Review, holding the public hearing for the replat, and action on the approval of the replat.

There are no variances requested and staff has no objections in calling for the public hearing on March 30<sup>th</sup>, 2021.

### **ATTACHMENTS/EXHIBITS:**

Property Location Map

Subdivision Plat

# REPLAT OF TRACT 16 OF THE HEATON HOLLOW SUBDIVISION, ESTABLISHING LOTS 16A, 16B, 16C

STATE OF TEXAS )(

COUNTY OF HAYS )(

KNOW ALL MEN BY THESE PRESENTS, THAT JOHN J. DUDA, JR., OWNER OF THAT CERTAIN 55.61 ACRE TRACT AS RECORDED IN DOCUMENT NO. 20049281 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND JOHN J. DUDA, JR. AND LINDSEY F. DUDA, OWNERS OF TRACT 16, HEATON HOLLOW SUBDIVISION, RECORDED IN DOCUMENT NO. 18037991 OF THE SAID OFFICIAL PUBLIC RECORDS, AS RECORDED IN DOCUMENT NO. 19023035 OF THE SAID OFFICIAL PUBLIC RECORDS, ALL OUT OF THE J. INGRAM SURVEY No. 31, ABSTRACT No. 265, HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 100.624 ACRES, BEING ALL OF THE 55.61 ACRES AND TRACT 16, TO BE KNOWN AS **"REPLAT OF TRACT 16 OF THE HEATON HOLLOW SUBDIVISION, ESTABLISHING LOTS 16A, 16B, 16C"**, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE EASEMENTS SHOWN HEREON.

BY: JOHN J. DUDA, JR.  
4012 DUVAL STREET, UNIT B  
AUSTIN, TX 78751

DATE

BY: LINDSEY F. DUDA  
4012 DUVAL STREET, UNIT B  
AUSTIN, TX 78751

DATE

STATE OF TEXAS )(

COUNTY OF HAYS )(

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN J. DUDA, JR., KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021. A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS )(

COUNTY OF HAYS )(

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LINDSEY F. DUDA, JR., KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021. A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THIS IS TO CERTIFY THAT I AM CERTIFIED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS: THAT I PREPARED THE PLAN SUBMITTED HERewith, AND THAT ALL INFORMATION SHOWN THEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF AND THAT SAID PLAN COMPLIES WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF HAYS COUNTY, TEXAS, EXCEPT FOR THOSE VARIANCES GRANTED BY THE COMMISSIONERS COURT.

WITNESS MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

HUNTER SHADBURNE, P.E.  
AUSTIN CIVIL ENGINEERING, INC.  
95014B MANCHACA ROAD  
SUITE 220  
AUSTIN, TEXAS 78748

## ENGINEER'S NOTES:

1. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
2. THE ENTIRETY OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
3. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF A ZONE "X" FLOOD HAZARD AREA AS DELINEATED ON FEMA FIRM PANEL MAPS #48209C0219 F, #48209C0220 F, EFFECTIVE DATE SEPTEMBER 2, 2005.

## UTILITY NOTES:

1. WATER SUPPLY WILL BE PROVIDED BY INDIVIDUAL PRIVATE WELLS, PUBLIC WATER WELLS, OR RAINWATER COLLECTION.
2. WASTEWATER IS TO BE BY INDIVIDUAL ON-SITE SEPTIC SYSTEM.
3. ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE, INC.
4. TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY FRONTIER COMMUNICATIONS.

I, BLAINE J. MILLER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE CITY OF WIMBERLY SUBDIVISION ORDINANCE AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

WITNESS MY HAND THIS THE 16<sup>TH</sup> DAY OF DECEMBER, 2020.

Blaine J. Miller  
BLAINE J. MILLER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5121 - STATE OF TEXAS  
CAPITAL SURVEYING COMPANY, INC.  
925 CAPITAL OF TEXAS HWY.  
AUSTIN, TEXAS 78746



## GENERAL NOTES:

1. THIS SUBDIVISION FALLS UNDER E.S.D. (EMERGENCY SERVICE DISTRICT) NO. 4 & 7 WITHIN HAYS COUNTY.
2. THIS SUBDIVISION IS WITHIN THE WIMBERLY INDEPENDENT SCHOOL DISTRICT.
3. TOTAL ACREAGE OF DEVELOPMENT: 100.624 TOTAL ACREAGE OF LOTS: 100.624  
TOTAL NUMBER OF LOTS: 3 AVERAGE SIZE OF LOTS: 33.541  
NUMBER OF LOTS: Greater than 10 acres 3  
Larger than 5, less than 10 0  
Between 2 & 5 acres 0  
Between 1 & 2 acres 0  
Less than an acre 0
4. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.0.
5. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (a) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751 AND (b) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
6. ALL MAILBOXES LOCATED IN THE RIGHT-OF-WAY SHALL BE OF AN APPROVED TxDOT OR FHWA APPROVED DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
7. ANY FUTURE SUBDIVISION WILL REQUIRE ROADWAY UPGRADES TO MEET THE MOST CURRENT HAYS COUNTY STANDARDS.
8. FUTURE DEVELOPMENT SHALL BE LIMITED TO ONE SINGLE FAMILY RESIDENCE PER LOT, AND TCEQ REGULATED DEVELOPMENT SHALL NOT BE ALLOWED, PER HAYS COUNTY REGULATIONS, CHAPTER 725, SUBCHAPTER 5.01.
9. THIS SUBDIVISION DOES NOT FALL WITHIN THE ETJ OF ANY JURISDICTION.
10. THIS SUBDIVISION IS WITHIN THE HAYS TRINITY GCD.

## SUBDIVISION PLAT NOTES:

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL OR STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS, MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO PUBLIC SEWER SYSTEM OR TO AN INDIVIDUAL ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.
3. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO, INTERIM DIRECTOR DATE  
HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT

TOM POPE, R.S., C.F.M. DATE  
FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS )(

COUNTY OF HAYS )(

I, ELAINE H. CARDENAS, CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2021, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NO. \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2021.

RUBEN BECERRA  
COUNTY JUDGE  
HAYS COUNTY, TEXAS

ELAINE HANSON CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

STATE OF TEXAS )(

COUNTY OF HAYS )(

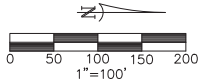
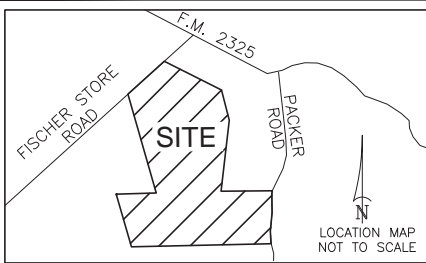
I, ELAINE H. CARDENAS, CLERK OF HAYS COUNTY, TEXAS, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021, AT \_\_\_\_ O'CLOCK \_\_\_\_M., AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021, AT \_\_\_\_ O'CLOCK \_\_\_\_M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NO. \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2021.

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

|  |          |   |                   |
|--|----------|---|-------------------|
| <b>CSCI</b>  |          | CAPITAL<br>SURVEYING<br>COMPANY<br>INCORPORATED |                   |
| 925 Capital of Texas Highway South<br>Building B, Suite 115<br>Austin, Texas 78746<br>(512) 327-4005 |          |   |                   |
| FIRM REGISTRATION<br>No. 101287-0  |          |   |                   |
| DRAWN BY:  | BUN      | SCALE:  | N/A               |
| JOB NO.:   | 20523.10 | DATE:   | DECEMBER 14, 2020 |
| DRAWING NO.:   | 20523P1  | CRD #:  | -                 |
| SHEET NO.:   |          |   | 1 OF 4            |

# REPLAT OF TRACT 16 OF THE HEATON HOLLOW SUBDIVISION, ESTABLISHING LOTS 16A, 16B, 16C



| LOT SIZE TABLE |              |
|----------------|--------------|
| LOT            | SIZE         |
| 16A            | 25.000 ACRES |
| 16B            | 55.624 ACRES |
| 16C            | 20.000 ACRES |

(20.01 AC.)  
JOHN JOSEPH DUDA, JR.  
AND WIFE LINDSEY F. DUDA  
DOC. NO. 19047797  
O.P.R.H.C.

## LEGEND

|            |  |
|------------|--|
| O.P.R.H.C. | OFFICIAL PUBLIC RECORDS HAYS COUNTY  |
| H.C.D.R.   | HAYS COUNTY DEED RECORDS   |
| H.C.P.R.   | HAYS COUNTY PLAT RECORDS   |
| R.O.W.     | RIGHT-OF-WAY   |
| ▲          | 60d NAIL FOUND   |
| ●          | 1/2" IRON ROD FOUND  |
| ○          | 1/2" IRON ROD WITH PLASTIC CAP MARKED "CAPITAL SURVEYING COMPANY INC." SET |
| ⊗          | 1/2" IRON ROD FOUND IN CONCRETE  |
| ⊙          | 1/2" IRON ROD FOUND IN CONCRETE MARKED "6418"                              |
| ×          | 1/2" IRON ROD FOUND IN CONCRETE MARKED "R-6"                               |
| ⊕          | FENCE CORNER POST FOUND  |
| ▲          | CALCULATED POINT   |

(14.13 AC.)  
PARCEL NO. 1  
DONALD KILLERBREW  
DOC. NO. 03012484  
O.P.R.H.C.

N 13919212.465  
E 2235883.177

MATCHLINE  
SEE SHEET 3 OF 4

LOT 16B

LOT 16A  
25.000 ACRES

BLOCK A

S06°35'58"W 1127.03'

TRACT 17  
(23.15 AC.)  
VIRGLE ROLAND JR. &  
HALADINE FRANCES FURNEY  
DOC. NO. 19025363  
O.P.R.H.C.

147.15'  
S87°21'24"W 826.13'

S14°16'00"E 492.37'

159

(27.07 AC.)  
PSALM 136:1 STRATEGIES, LLC  
DOC. NO. 18024006  
O.P.R.H.C.

## NOTES:

- 1) BEARINGS ARE BASE ON STATE PLANE COORDINATE SYSTEM (TEXAS SOUTH CENTRAL, NAD83) BY GPS OBSERVATION.
- 2) LCRA A307 1/2" IRON ROD WITH PLASTIC CAP LAT. = 30°04'11.51786" LONG. = -98°05'25.64307"

**CSCI**

CAPITAL  
SURVEYING  
COMPANY  
INCORPORATED

825 Capital of Texas Highway South  
Building B, Suite 115  
Austin, Texas 78746  
(512) 357-4006

FIRM REGISTRATION  
No. 101267-0

|                      |                         |                   |
|----------------------|-------------------------|-------------------|
| DRAWN BY: BJM        | SCALE: 1" = 100'        | F.B.              |
| JOB NO.: 20523.10    | DATE: DECEMBER 14, 2020 | SHEET NO.: 2 OF 4 |
| DRAWING NO.: 20523P1 | CRD #:                  |                   |

# REPLAT OF TRACT 16 OF THE HEATON HOLLOW SUBDIVISION, ESTABLISHING LOTS 16A, 16B, 16C

SEE SHEET 2 OF 4

MATCHLINE

N15°58'09"W 1622.65'

(20.01 AC.)  
JOHN JOSEPH DUDA, JR.  
AND WIFE LINDSEY F. DUDA  
DOC. NO. 19047797  
O.P.R.H.C.

N88°24'08"E 632.79'

(10.19 AC.)  
NICHOLAS A. NEED  
AND WIFE CHERYL J. NEED  
DOC. NO. 9904860  
O.P.R.H.C.

(10.00 AC.)  
THOMAS L. RUSSELL  
AND WIFE CECILIA J. RUSSELL  
DOC. NO. 9824099  
O.P.R.H.C.

(34.30 AC.)  
SCOTT D. RITTER  
DOC. NO. 14012793  
O.P.R.H.C.

BLOCK A

LOT 16B  
55.624 ACRES

N88°24'8"E 249.01'

MATCHLINE

SEE SHEET 4 OF 4

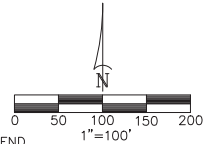
S01°17'07"E 844.70'

1185.17'

S88°42'53"W 2207.42'

HEATON HOLLOW  
SUBDIVISION  
DOC. NO. 18037991  
O.P.R.H.C.

(156.14 AC.)  
TRACT 15  
KELLY VESPER  
DOC. NO. 18038850  
O.P.R.H.C.



## LEGEND

|            |  |
|------------|--|
| O.P.R.H.C. | OFFICIAL PUBLIC RECORDS HAYS COUNTY  |
| H.C.D.R.   | HAYS COUNTY DEED RECORDS   |
| H.C.P.R.   | HAYS COUNTY PLAT RECORDS   |
| R.O.W.     | RIGHT-OF-WAY   |
| ▲          | 60d NAIL FOUND   |
| ●          | 1/2" IRON ROD FOUND  |
| ○          | 1/2" IRON ROD WITH PLASTIC CAP MARKED "CAPITAL SURVEYING COMPANY INC." SET |
| ⊗          | 1/2" IRON ROD FOUND IN CONCRETE  |
| ⊙          | 1/2" IRON ROD FOUND IN CONCRETE MARKED "6418"                              |
| ✕          | 1/2" IRON ROD FOUND IN CONCRETE MARKED "R-6"                               |
| ⬮          | FENCE CORNER POST FOUND  |
| ⬮          | CALCULATED POINT   |
| ⬮          | LCRA MONUMENT A-307  |

## NOTES:

- 1) BEARINGS ARE BASE ON STATE PLANE COORDINATE SYSTEM (TEXAS SOUTH CENTRAL, NAD83) BY GPS OBSERVATION.
- 2) LCRA A307 1/2" IRON ROD WITH PLASTIC CAP  
LAT. = 30°04'11.51786"  
LONG. = -98°05'25.64307"

160

|  |          |   |                   |
|--|----------|---|-------------------|
| <b>CSCI</b>  |          | <b>CAPITAL<br/>SURVEYING<br/>COMPANY<br/>INCORPORATED</b> |                   |
| 325 Capital of Texas Highway South<br>Building B, Suite 115<br>Austin, Texas 78746<br>(512) 327-8006 |          | FIRM REGISTRATION<br>No. 101267-0                         |                   |
| DRAWN BY:  | BJM      | SCALE:  | 1" = 100'         |
| JOB NO.:   | 20523.10 | DATE:   | DECEMBER 14, 2020 |
| DRAWING NO.:   | 20523P1  | CRD #:  | 20523             |
|  |          | SHEET NO.:  | 3 OF 4            |

# REPLAT OF TRACT 16 OF THE HEATON HOLLOW SUBDIVISION, ESTABLISHING LOTS 16A, 16B, 16C

SEE SHEET 2 OF 4  
MATCHLINE

SEE SHEET 3 OF 4  
MATCHLINE

HEATON HOLLOW  
SUBDIVISION  
DOC. NO. 18037991  
O.P.R.H.C.

TRACT 17  
(23.15 AC.)  
VIRGLE ROLAND JR. &  
HALADINE FRANCES FURNEY  
DOC. NO. 19025363  
O.P.R.H.C.

N 13917199.479  
E 2237522.091

N89°28'12"E 807.33'

N88°24'8"E 249.01'

Δ=11'29'18"  
R=280.00'  
A=56.14'  
C=56.05'  
Cb=505'01'38"W

(49.81 AC.)  
PAUL J. DUNN AND  
WIFE, MARY K. DUNN  
DOC. NO. 18017451  
O.P.R.H.C.

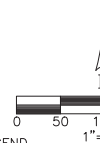
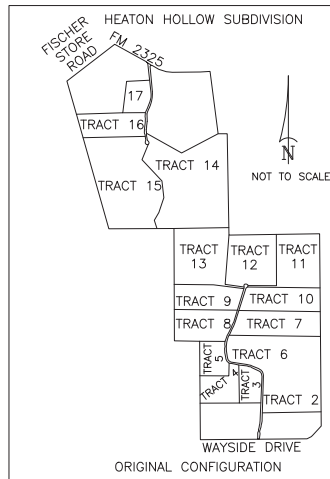
LOT 16C  
20.000 ACRES

1022.25'

S88°42'53"W 2207.42'

(156.14 AC.)  
TRACT 15  
KELLY VESPER  
DOC. NO. 18038850  
O.P.R.H.C.

(181.96 AC.)  
TRACT 14  
KELLY VESPER  
DOC. NO. 18038850  
O.P.R.H.C.



## LEGEND

|            |  |
|------------|--|
| O.P.R.H.C. | OFFICIAL PUBLIC RECORDS HAYS COUNTY  |
| H.C.D.R.   | HAYS COUNTY DEED RECORDS   |
| H.C.P.R.   | HAYS COUNTY PLAT RECORDS   |
| R.O.W.     | RIGHT-OF-WAY   |
| ▲          | 60d NAIL FOUND   |
| ●          | 1/2" IRON ROD FOUND  |
| ○          | 1/2" IRON ROD WITH PLASTIC CAP MARKED "CAPITAL SURVEYING COMPANY INC." SET |
| ⊙          | 1/2" IRON ROD FOUND IN CONCRETE  |
| ⊗          | 1/2" IRON ROD FOUND IN CONCRETE MARKED "6418"                              |
| ×          | 1/2" IRON ROD FOUND IN CONCRETE MARKED "R-6"                               |
| ⊕          | FENCE CORNER POST FOUND  |
| ▲          | CALCULATED POINT   |
| ■          | LCRA MONUMENT A-307  |

- NOTES:
- 1) BEARINGS ARE BASE ON STATE PLANE COORDINATE SYSTEM (TEXAS SOUTH CENTRAL, NAD83) BY GPS OBSERVATION.
  - 2) LCRA A307 3/8" IRON ROD WITH PLASTIC CAP  
LAT. = 30°04'11.51786"  
LONG. = -98°05'25.64307"



|  |                         |                                   |  |
|--|-------------------------|-----------------------------------|--|
| 825 Capital of Texas Highway South<br>Building 8, Suite 115<br>Austin, Texas 78746<br>(512) 327-4006 |                         | FIRM REGISTRATION<br>No. 101287-0 |  |
| DRAWN BY: BJM  | SCALE: 1" = 100'        | F.B.                              |  |
| JOB NO.: 20523.10  | DATE: DECEMBER 14, 2020 | SHEET NO.:                        |  |
| DRAWING NO.: 20523P1   | CRD #: 20523            | 4 OF 4                            |  |



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

PLN-1587-PC; Call for a Public Hearing on March 30th, 2021 to discuss approval of the Replat of Lots 14 & 15, Rolling Oaks, Section Three, Subdivision.

| ITEM TYPE           | MEETING DATE  | AMOUNT REQUIRED |
|---------------------|---------------|-----------------|
| ACTION-SUBDIVISIONS | March 9, 2021 |                 |

#### LINE ITEM NUMBER

|  |
|--|
|  |
|--|

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

| REQUESTED BY | SPONSOR | CO-SPONSOR |
|--------------|---------|------------|
| PACHECO      | SHELL   | N/A        |

#### SUMMARY

Rolling Oaks Section Three Subdivision is a recorded subdivision located off of Rolling Oaks Drive in Precinct 3.

The proposed re-plat will divide the 8.35 acre lot 14 and the 5.47 acre lot 15 into 4 lots. Water service will be provided by individual private well. Wastewater treatment will be accomplished by individual on-site sewage facilities.

**REPLAT OF LOTS 14 & 15,  
ROLLING OAKS SECTION 3  
ESTABLISHING LOTS 14A, 14B, 15A & 15B,  
ROLLING OAKS SECTION 3  
HAYS COUNTY, TEXAS**



**VICINITY MAP**

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

That we, Susan M. Suchala-Elliott and Charles Elliott, Trustees of the Susan M.S. and Charles C. Elliott Living Trust dated 5/21/02, owners of Lot 14 of Rolling Oaks, Section 3 described in a deed recorded in Document No. 20001431 of the Official Public Records of Hays County, Texas and Susan M. Suchala-Elliott and Charles Chris Elliott, Grantors and Trustees of the Susan M.S. Elliott and Charles C. Elliott Living Trust owners of Lot 15 of Rolling Oaks, Section 3 described in a deed recorded in Document No. 14033416 of the Official Public Records of Hays County, Texas, DO HEREBY SUBDIVIDE SAID 13.82 ACRES, in accordance with the plat shown hereon, do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the County of Hays the streets, alleys, rights-of-way, easements, and public places shown hereon for such public purposes as the County of Hays may deem appropriate. This subdivision is to be known as the REPLAT OF LOTS 14 & 15, ROLLING OAKS SECTION 3, ESTABLISHING LOTS 14A, 14B, 15A & 15B, ROLLING OAKS SECTION 3, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this \_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

By: \_\_\_\_\_  
Susan M. Suchala-Elliott, Trustee  
300 Buckskin Pass  
Driftwood, Texas 78619

By: \_\_\_\_\_  
Charles Chris Elliott, Trustee  
300 Buckskin Pass  
Driftwood, Texas 78619

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Susan M. Suchala-Elliott & Charles Chris Elliott, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_ A.D. 2021, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been entered into the minutes of said court in instrument Number \_\_\_\_\_.

WITNESS my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_ A.D. 2021.

\_\_\_\_\_  
Ruben Becerra  
County Judge  
Hays County, Texas

\_\_\_\_\_  
Elaine H. Cardenas  
County Clerk  
Hays County, Texas

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

\_\_\_\_\_  
Tom Pope, R.S., C.F.M.  
Hays County Floodplain Administrator

Date

\_\_\_\_\_  
Marous Pacheco, Interim Director  
Hays County Development Services

Date

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Arthur Vasquez Torres, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, visible overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly located under my supervision in accordance with the Development Regulations of Hays County, Texas.

TO CERTIFY WHICH, WITNESS by my hand and seal at Hays County, Texas this \_\_\_\_ day of \_\_\_\_\_ A.D. 2021.

RELEASED FOR REVIEW 02/12/21  
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

\_\_\_\_\_  
Arthur Vasquez Torres  
Registered Professional Land Surveyor, No. 5737  
State of Texas

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Al Carroll, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is located within the Edwards Aquifer Contributing Zone and lies within the Zone X flood area, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 48209C 0245 F effective date September 2, 2005, and that each lot conforms to the Hays County Development Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal at Hays County, Texas this \_\_\_\_ day of \_\_\_\_\_ A.D. 2021.

RELEASED FOR REVIEW 02/12/21  
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

\_\_\_\_\_  
Al Carroll  
Registered Professional Engineer, No. 119251  
State of Texas

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the \_\_\_\_ day of \_\_\_\_\_ A.D. 2021, at o'clock \_\_\_\_ m., in the plat records of Hays County, Texas, in instrument Number \_\_\_\_\_.

WITNESS my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_ A.D. 2021.

\_\_\_\_\_  
Elaine H. Cardenas  
County Clerk  
Hays County, Texas

**PLAT NOTES**

1. This subdivision lies within the boundaries of the Edwards Aquifer Contributing Zone and outside the boundaries of the Edwards Aquifer Recharge Zone.
2. This subdivision lies within the Zone X area and outside of the 0.2% annual chance of flood as delineated on Federal Emergency Management Agency F.I.R.M. Panel #48209C 0245 F, dated September 2, 2005. Portions of this tract are subject to a one percent or greater annual chance of shallow flooding in any given year. Flooding is usually in the form of sheet flow with average depths between one and three feet. Finished Floor Elevation (FFE) of any structures shall be two (2) feet above the highest adjacent (finished) grade. Lot shall be graded to convey surface runoff away from the structure.
3. This subdivision contains 4 lots for a total of 13.82 acres.  
Lots 2.00 to 5.00 acres: 4
4. This subdivision lies within the following jurisdictions:  
School District - Wimberley Independent School District  
Barton Springs Edwards Aquifer Conservation District  
Emergency Services District - #4 & #7
5. Water supply for this subdivision is provided by private wells.
6. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.
7. Wastewater treatment for this subdivision is to be provided by individual on-site sewage facilities as approved by Hays County Development Services.
8. Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
9. Telephone service for this subdivision is provided by Frontier.
10. No object, including buildings, fencing or landscaping which would interfere with conveyance of stormwater, shall be placed or erected within a Drainage Easement. The owner(s) of any lot(s) upon which drainage facilities are located, including detention, shall be responsible for maintenance and upkeep of such facilities.
11. Driveways shall comply with Chapter 721 of the Hays County Development Regulations, and be permitted through the Transportation Department of Hays County under Chapter 751.
12. All culverts, when required shall comply with the current Hays County standard, per Hays County Development regulations, chapter 705, subchapter 8.03.
13. Mail boxes placed within the ROW, shall be of an approved TxDOT or FHWA design.
14. In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated county roadway unless a Driveway Permit has been issued by the appropriate County Road and Bridge Department.
15. No lots are to be occupied until OSSF Permitted or public sewer, water and electricity and roads have been provided and construction is completed and approved.
16. There is hereby dedicated a ten (10) foot wide public utility easement centered on all existing electric facilities.
17. Under department regulations, this subdivision is exempt from the requirements to demonstrate the availability of water service. Further subdivision is prohibited for a duration of five (5) years, following the filing of the plat.
18. Bearing Basis: Texas State Plane Coordinate System--South Central Zone.

FEBRUARY 12, 2021

ENGINEER:



**TRI-TECH**  
ENGINEERING SURVEYING PLANNING  
155 RIVERWALK DRIVE  
SAN MARCOS, TEXAS 78666  
PH: 512-440-0222

SURVEYOR:

www.tritech.com

TBPLS REGISTRATION #10193729  
TBPE REGISTRATION #1 F-18693

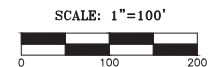
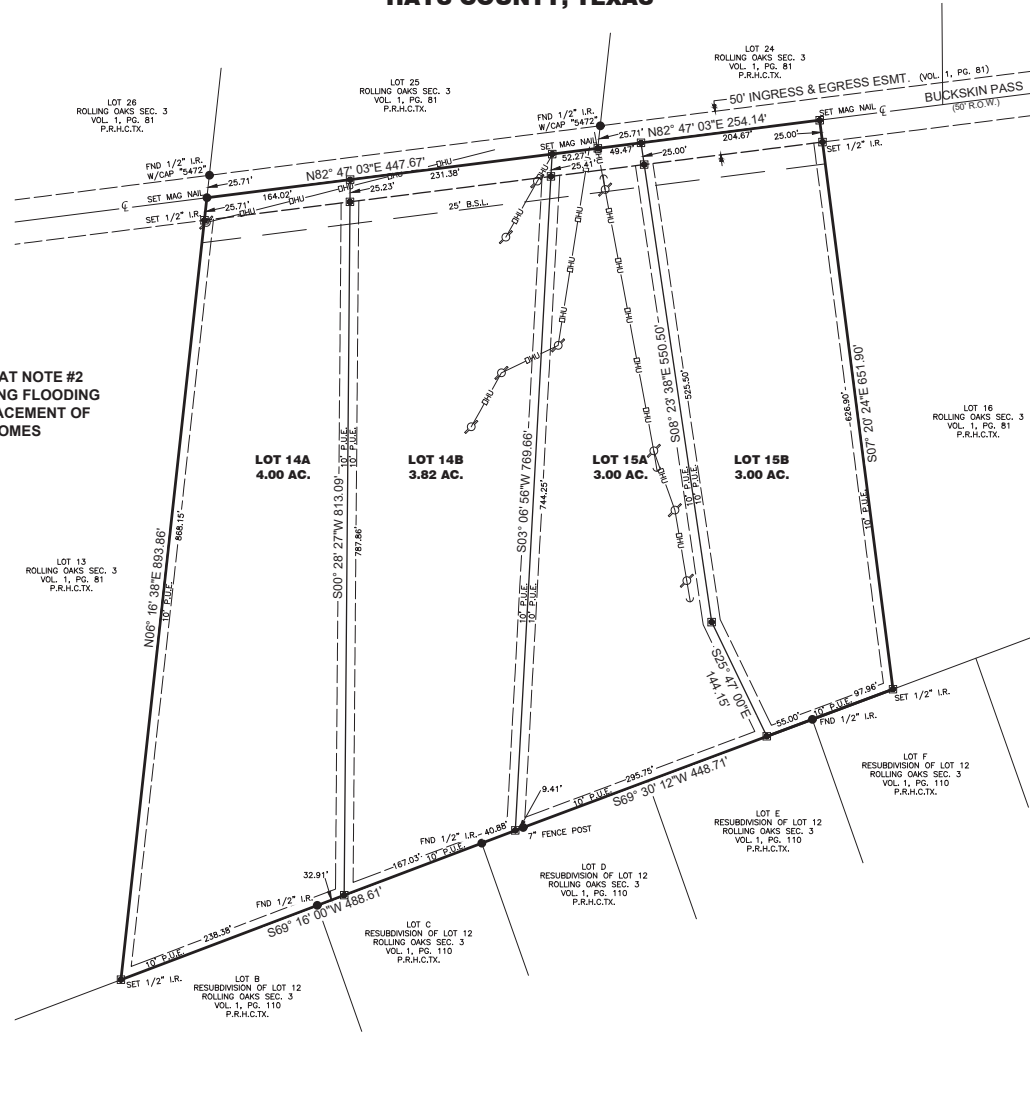
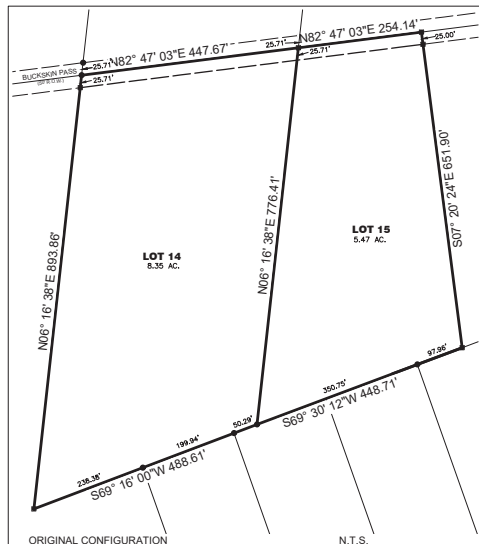
**SHEET 1 of 2**

**PLAN 5754**

SM-20-1120000  
SMS-MC220-19

**REPLAT OF LOTS 14 & 15,  
ROLLING OAKS SECTION 3  
ESTABLISHING LOTS 14A, 14B, 15A & 15B,  
ROLLING OAKS SECTION 3  
HAYS COUNTY, TEXAS**

SEE PLAT NOTE #2  
REGARDING FLOODING  
AND PLACEMENT OF  
HOMES



| LEGEND |   |
|--------|---|
|        | IRON ROD FOUND                                |
|        | IRON ROD WITH TRI-TECH CAP SET                |
|        | RECORD INFORMATION                            |
|        | IRON ROD                                      |
|        | IRON PIPE                                     |
|        | FOUND   |
|        | P.U.E. PUBLIC UTILITY EASEMENT                |
|        | OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS |
|        | PLAT RECORDS OF HAYS COUNTY, TEXAS            |

FEBRUARY 12, 2021

ENGINEER:

SURVEYOR:



**TRI-TECH**  
ENGINEERING SURVEYING PLANNING  
155 RIVERWALK DRIVE  
SAN MARCOS, TEXAS 78666  
PH: 512-440-0222

www.tritechtx.com

TBPLS REGISTRATION #10193729  
TBPE REGISTRATION #1: F-18693  
**SHEET 2 of 2**

PLAN 5754

SM-20-1120000  
SMS-MC220-19

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

SUB-1341; Call for a Public Hearing on March 30th, 2021 to discuss approval of the Mystic Creek Subdivision, Lot 15, Replat.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

MACHACEK

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

Mystic Creek Subdivision is a recorded subdivision located off of Mystic Overlook and Mystic Creek Drive, both County regulated roadways in Precinct 4.

The proposed replat will divide the existing Lot 15, consisting of 5 acres, into two resulting parcels averaging 2 acres in size. Water utility service will be provided via individual private wells. Wastewater treatment will be accomplished via individual on-site sewage facilities.



## **Hays County Commissioners Court Agenda Request**

**Meeting Date:** March 9<sup>th</sup>, 2021

**Requested By:** Colby Machacek, County Planner

**Prepared By:** Colby Machacek, County Planner

**Department Director:** Marcus Pacheco, Interim Director

**Sponsoring Court Member:** Commissioner Walt Smith, Precinct 4

### **AGENDA ITEM LANGUAGE:**

Call for a public hearing on March 30<sup>th</sup>, 2021 to discuss final plat approval for the Mystic Creek Subdivision, Lot 15, Replat

### **BACKGROUND/SUMMARY OF REQUEST:**

- A) Mystic Creek Subdivision is a recorded subdivision located off of Mystic Overlook and Mystic Creek Drive, both County regulated roadways in Precinct 4.
- B) Water utility service will be achieved by individual private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.
- C) Per Texas Local Government Code requirements, a public hearing for this proposed re-subdivision of Mystic Creek, Lot 15 will take place on March 30<sup>th</sup>, 2021 at 9:00 AM in our Commissioners Court. At that time, consideration for final action regarding the approval of the replat will take place.

### **STAFF COMMENTS:**

Staff has completed review of the proposed Replat of Lot 15, Mystic Creek Subdivision. The items remaining are to hold the public hearing and action on the approval of the replat.

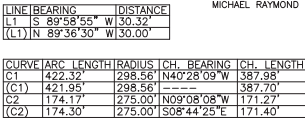
There are no variances requested and staff has no objection to calling for the public hearing on March 30<sup>th</sup>, 2021.

### **ATTACHMENTS/EXHIBITS:**

Property Location Map

Subdivision Plat

VOLUME 4, PAGE 87, PLAT RECORDS  
HAYS COUNTY, TEXAS



**ENGINEER:**  
CMA ENGINEERING, INC.  
235 LEDGE STONE DRIVE  
AUSTIN, TX 78737  
512-432-1000

**SURVEYOR:**  
KEVIN MUELLER, R.P.L.S.  
SAW TOOTH SURVEY  
FIRM NO. 10194432  
P.O. BOX 1751  
ALPINE, TX 79831  
512-492-5502

VICINITY MAP

NOT TO SCALE

32 32

SUBJECT TRACT

290

154

12

12

  
-----  
KEVIN MUELLER  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 591  
SAW TOOTH SURVEY - FIRM NO. 10194432  
P.O. BOX 1751  
ALPINE, TEXAS 79831



FELIX J. MANKA  
LICENSED PROFESSIONAL ENGINEER  
STATE OF TEXAS NO. 66104

MARCUS PACHECO  
INTERIM DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES

---

TOM POPE, R.S., C.F.M.

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2021, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER \_\_\_\_\_.  
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2021.

RUBEN BECERRA  
COUNTY JUDGE  
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

THE STATE OF TEXAS  
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2021, AT \_\_\_\_\_ O'CLOCK \_\_\_\_M. IN THE PLAT OF RECORDS OF HAYS COUNTY, TEXAS. IN INSTRUMENT NO. \_\_\_\_\_.

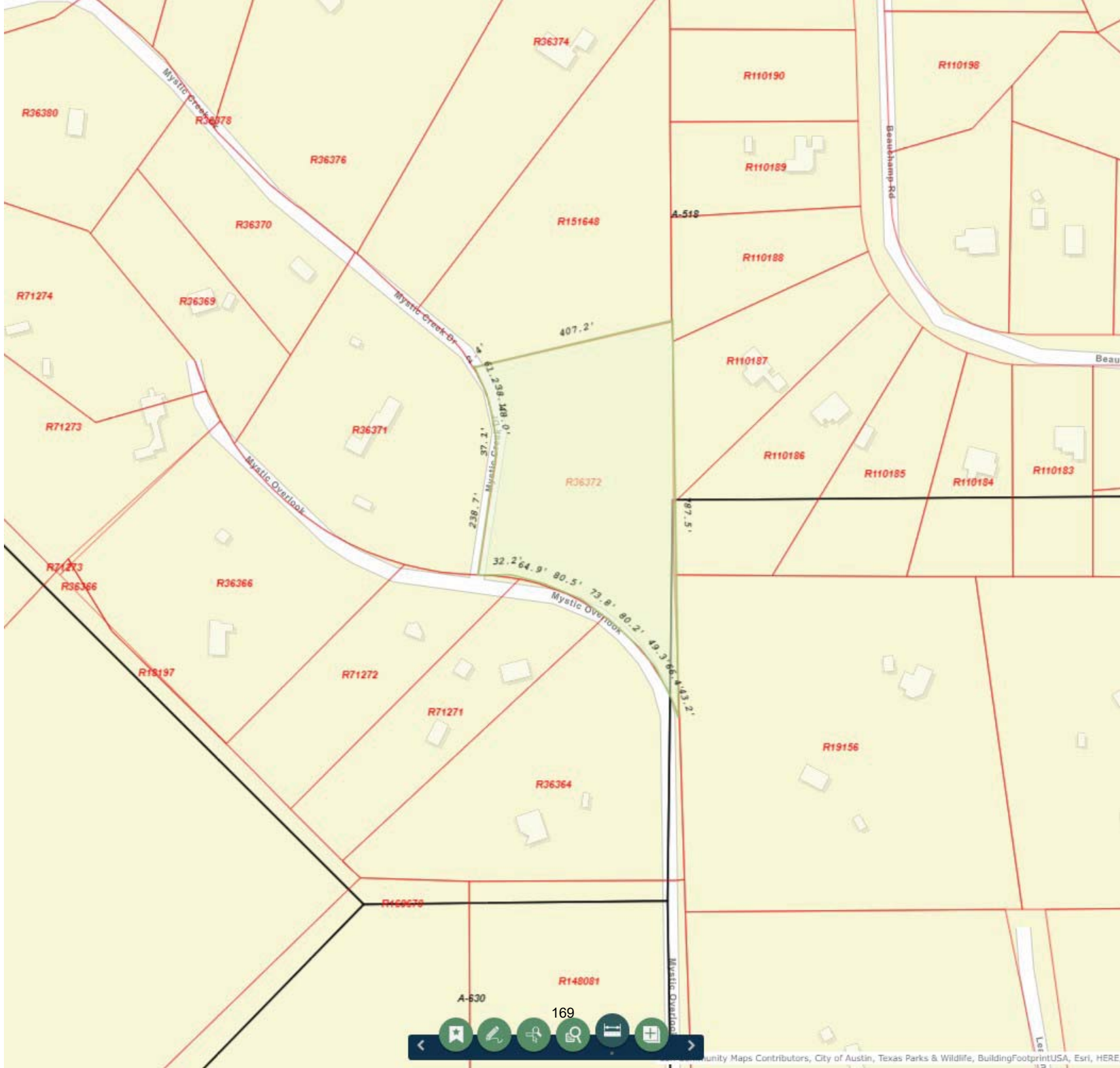
WITNESS MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2021.

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

---

1 OF 1

1. THE PURPOSE OF THIS REPLAT IS TO SUBDIVIDE LOT 15 INTO TWO RESIDENTIAL LOTS.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE NOR THE EDWARDS AQUIFER CONTRIBUTING ZONE.
3. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE JOHNSON CITY INDEPENDENT SCHOOL DISTRICT.
4. WATER SERVICE WILL BE PROVIDED BY INDIVIDUAL HOMEOWNERS' WELLS.
5. WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY ON-SITE SEWAGE FACILITIES.
6. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
7. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.
8. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS, AND TO PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS UNTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS AS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
9. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705.8.0.3.
10. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721.2.0.1.
11. THIS PLAT IS LOCATED WITHIN THE HAYS COUNTY ESD NO.1 AND NO.6 SERVICE AREA.
12. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to adopt an Order to Create Two New Election Precincts.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jennifer Anderson

#### SPONSOR

SHELL

#### CO-SPONSOR

N/A

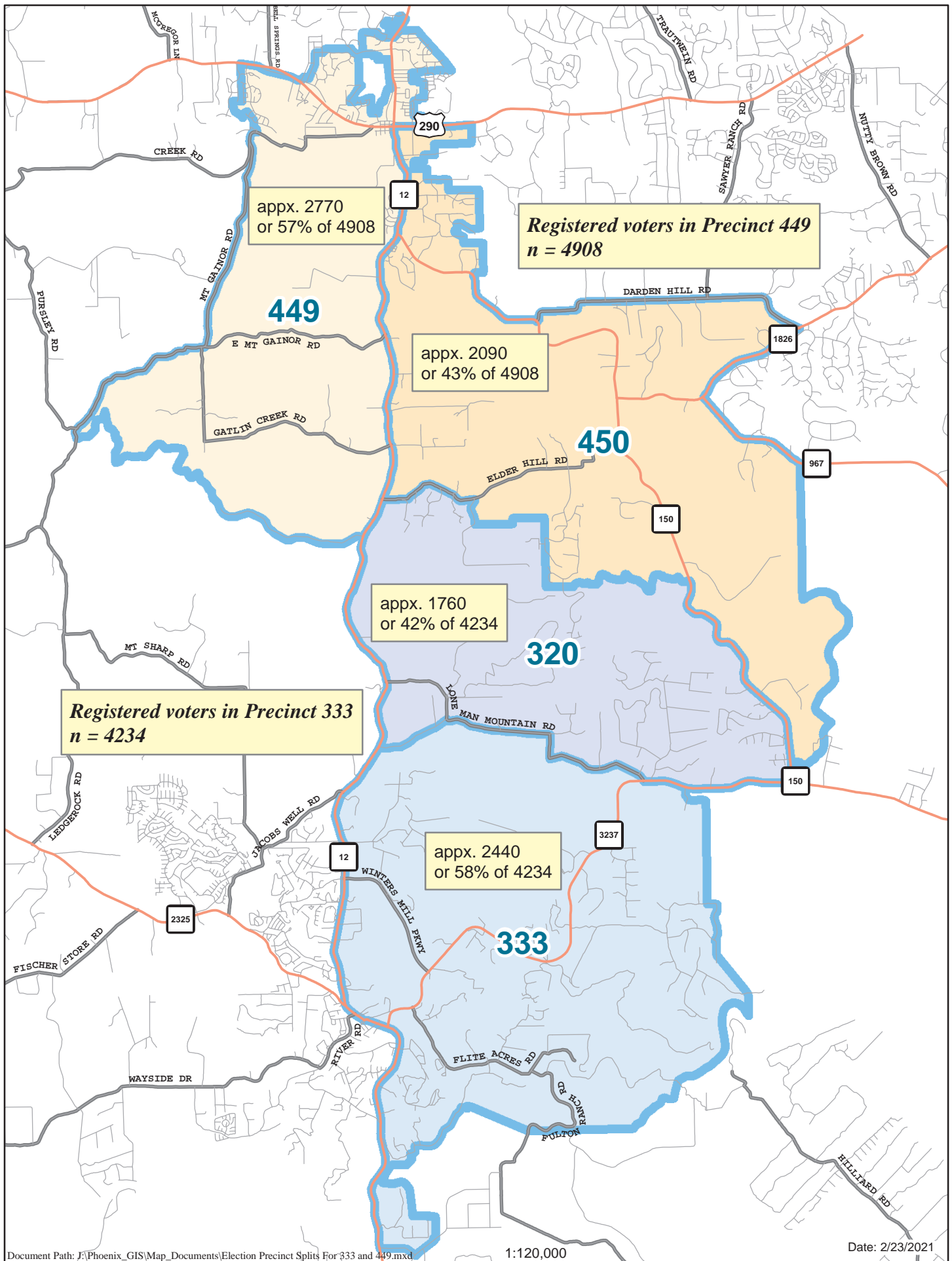
#### SUMMARY

Pursuant to Texas Election Codes 42.005, 42.006, 42.007 & 42.031 the Commissioners Court is required to review county election precinct boundaries to determine compliance. The Election Administrator's Office recommends changes be made to the following election precinct boundaries due to exceeding or encroaching the maximum amount of registered voters of 5,000.

Pct. 333 - 4,111

Pct. 449 - 4,755

As of February 1, 2021. Voters in suspense status are not included.



**Order to Create Two New Election Precincts**

**Precinct 320 and Precinct 450**

Precincts 333 & 449 are close to violating section 42.006 of the Texas Election Code because they contain near the 5,000 voter registration maximum. Section 42.031(b) (2) gives the Commissioners Court the authority to make necessary changes in the election precinct boundary.

Recommendation is made to split Precincts 333 and 449 and create Precincts 320 and 450. These changes are graphically shown in the map described as Exhibit "A", attached hereto and incorporated herein. The creation will result in the following active registered voter counts:

Precinct 320- 1,760

Precinct 333- 2,440

Precinct 449- 2,770

Precinct 450- 2,090

NOW, THEREFORE, BE IT ORDERED that, effective January 1, 2021:

**Precinct 333 Split**

Beginning at the intersection of Ranch Road 12 and Old Oaks Ranch Road (County Road 221) and proceeding easterly to Lone Man Mountain Road (County Road 183); continuing easterly along Lone Man Mountain Road to its intersection with Ranch Road 3237; continuing easterly along Ranch Road 3237 approximately 0.65 miles to its intersection with a private road at 7200 RR 3237 (property ID R106139).

Precinct 320 is on the north side of the split, and Precinct 333 is on the south side.

**Precinct 449 Split**

Beginning at the intersection of Ranch Road 12 and Elder Hill Road (County Road 170) and proceeding northerly along Ranch Road 12 to its intersection with US Highway 290; then proceeding easterly along US Highway 290 approximately 0.42 miles.

Precinct 449 is on the west side of the split, and Precinct 450 is on the east side.

Adopted on this 9<sup>th</sup> day of March, 2021.

-----  
Ruben Becerra, County Judge

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Debbie Ingalsbe, Commissioner, Precinct 1

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Mark Jones, Commissioner, Precinct 2

-----  
Lon Shell, Commissioner, Precinct 3

-----  
Walt Smith, Commissioner, Precinct 4

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to award RFP 2021-P01 Elevator Maintenance and Repair Services to OTIS Elevator Company and authorize staff and General Counsel to negotiate a contract.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Tammy Crumley

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

On December 22, 2020 the Commissioners Court approved specifications and authorized Purchasing to solicit for Elevator Maintenance and Repair Services. Purchasing received responses from the following firms:

EMR Elevator, Inc.  
OTIS Elevator Company  
Prestige Elevator Service, LLC.  
Thyssen Krupp

After evaluation of the proposals, the evaluation committee's recommendation is to pursue negotiations with OTIS Elevator Company. Upon successful negotiations, a contract will be brought back before court to approve and finalize contract award.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to utilize salary savings to pay out compensatory time to Tax Office Chief Deputy, slot 0323-001 bringing balance back into compliance with county policy (60 hours).

| ITEM TYPE            | MEETING DATE  | AMOUNT REQUIRED |
|----------------------|---------------|-----------------|
| ACTION-MISCELLANEOUS | March 9, 2021 | \$6,616         |

#### LINE ITEM NUMBER

001-619-00]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

| REQUESTED BY   | SPONSOR | CO-SPONSOR |
|----------------|---------|------------|
| Jenifer O'Kane | BECERRA |            |

#### SUMMARY

The Tax Assessor is requesting authorization to process comp time payout for her Chief Deputy in order to bring her comp hours within the required 60 hours per the county policy. Due to the tax season workload and shortages within the office, the Chief Deputy earned comp hours and has not been able to reduce those hours. Funds are available with their salary line items for this action.

|        |                                    |
|--------|------------------------------------|
| 206.50 | Hours over comp balance per policy |
| 5,460  | Base Salary pay out                |
| 1,155  | Fringe                             |
| 6,616  | Total Impact                       |

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize a FEMA Public Assistance (PA) submission related to the DR-4586 Severe Winter Storm event; and authorize payment for direct expenses related to this event and amend the budget accordingly.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

TBD

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

BECERRA

#### SUMMARY

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider approval of funding for the appointment of a Court Coordinator to serve Hays County Court at Law #3, pursuant to Chapter 74, Subchapter E of the Texas Government Code. The Court may convene in Executive Session to consult legal counsel under Texas Government Code Sec.551.071.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

TBD

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

INGALSBE

BECERRA

#### SUMMARY

See Texas Government Code Chapter 74.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to accept donated property, a 2.557 acre parcel located off Lois Lane in Hays County and record donation value per Comparative Market Analysis.

| ITEM TYPE            | MEETING DATE  | AMOUNT REQUIRED |
|----------------------|---------------|-----------------|
| ACTION-MISCELLANEOUS | March 9, 2021 | N/A             |

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

| REQUESTED BY | SPONSOR | CO-SPONSOR |
|--------------|---------|------------|
|              | JONES   |            |

#### SUMMARY

Additional information on donation will be presented during Court.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of all individual positions that report directly to the Commissioners Court including Department Heads. Possible discussion and/or action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

SMITH

N/A

#### SUMMARY

Summary to be provided in executive session.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel and the Auditor's Office related to the U.S. Department of Treasury funds pursuant to Section 501(a) of Division N of the Consolidated Appropriations Act and the COVID-19 local disaster declaration. Possible action to follow in open court.

| ITEM TYPE         | MEETING DATE  | AMOUNT REQUIRED |
|-------------------|---------------|-----------------|
| EXECUTIVE SESSION | March 9, 2021 | N/A             |

#### LINE ITEM NUMBER

|  |
|--|
|  |
|--|

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

| REQUESTED BY | SPONSOR | CO-SPONSOR |
|--------------|---------|------------|
|              | BECERRA | N/A        |

#### SUMMARY

Information to be provided in Executive Session.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Recoil. Possible discussion and/or action may follow in open Court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

March 9, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

SHELL

N/A

#### SUMMARY

Summary to be provided in Executive Session.