

**Commissioners Court July 13, 2021  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **13<sup>th</sup> day of July 2021**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**CALL TO ORDER  
INVOCATION**

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

**PUBLIC COMMENTS**

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

**CONSENT ITEMS**

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

1	5	Approve payments of County invoices. <b>VILLARREAL-ALONZO</b>
2	6	Approve payments of Juror checks. <b>VILLARREAL-ALONZO</b>
3	7	Approve the payment of United Healthcare claims. <b>VILLARREAL-ALONZO</b>
4	8-24	Approve Commissioners Court Minutes of June 15, 2021 and June 22, 2021. <b>BECERRA/CARDENAS</b>
5	25	Approve the payment of the July 15, 2021 payroll disbursements in an amount not to exceed \$3,100,000.00 effective July 15, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. <b>BECERRA/RICHEY</b>
6	26-30	Utility Permits. <b>JONES/BORCHERDING</b>
7	31	Authorize On-Site Sewage Facility Permit for four RV spaces and a remote bedroom/ shop located at 3940 Mt. Sharp Road, Wimberley, TX, 78676. <b>SHELL/PACHECO</b>
8	32	Authorize On-Site Sewage Facility Permit for two living units located at 10701 Regal Oaks, Austin, Texas 78737. <b>SMITH/PACHECO</b>
9	33-34	Approve extension of RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 92 days (September 30, 2021) and amend the budget accordingly. <b>BECERRA/RICHEY</b>
10	35	Approve the rejection of the proposal related to RFP 2020-P10 Bank Depository. <b>BECERRA/RICHEY</b>
11	36-64	Authorize the submission of a grant application to the Department of State Health Services Public Health Workforce Program in the amount of \$320,000. <b>INGALSBE/T.CRUMLEY</b>
12	65-79	Authorize the County Judge to execute an amended Memorandum of Understanding (MOU) between the Hays County Local Health Department (LHD) and the Department of State Health Services (DSHS) for medications received through the Inventory Tracking Electronic Asset Management System (ITEAMS) platform. <b>INGALSBE/T.CRUMLEY</b>
13	80-84	Authorize the acceptance of a grant award from the Texas Veterans Commission for funding of the Hays County Veterans Services - Veterans Treatment Court in the amount of \$300,000. <b>INGALSBE/C.JOHNSON</b>
14	85-86	Authorize payment of \$179.99 to Limitless Mobile for exterior and interior detailing services related to a vehicle in the Constable Precinct 5 fleet. <b>JONES/ELLEN</b>
15	87-121	Accept the Fiscal Year 2020 Hays County Emergency Services District #3 Audit Report per Texas Health and Safety Code 775.082. <b>INGALSBE/VILLARREAL-ALONZO</b>
16	122-123	Ratify the execution of a \$1,015 proposal from Beckwith Electronic Systems, LLC for repairs needed to the Audio/Visual system located in Courtroom 7 of the Hays County Government Center. <b>BECERRA/T.CRUMLEY</b>
17	124	Authorize the Constable Pct. 4 Office to utilize salary savings to purchase the Set-Up and Configuration for the Android and IOS Hardware Platform from Tyler Technologies, Inc. valued at \$2,000; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(7)(D) and amend the budget accordingly. <b>SMITH/HOOD</b>



18	125-129	Authorize the acceptance of a grant award from The Office of the Attorney General to the Sheriff's Office Criminal Investigation Division for the investigations of Internet Crimes Against Children (ICAC) and amend the budget accordingly. <b>INGALSBE/CUTLER</b>
19	130	Authorize the Sheriff's Office to use salary savings to purchase 38 replacement Surface Pro Laptops valued at \$54,588 and amend the budget accordingly. <b>INGALSBE/CUTLER</b>
20	131-143	Authorize the County Judge to execute two Texas Workforce Commission Information Release Contract Amendments for the Hays County Criminal District Attorney's Office and the Hays County Sheriff's Office. <b>INGALSBE/MAU/CUTLER</b>
21	144-145	Authorize the County Judge to execute the First Amendment for a time extension to the Development Agreement between Hays County and Gateway TX DS, LLC for subdivision and development of a parcel located off Hays Country Acres Road in Precinct 4 executed on or about November 22, 2016. <b>SMITH</b>
22	146	Authorize the Sheriff's Office to utilize salary savings to order additional Duty & Training Ammunition and amend the budget accordingly. <b>SHELL/CUTLER</b>
23	147-150	Approve renewal of IFB 2020-B11 Culverts with Texas Corrugators and Contech Engineered Solutions. <b>BECERRA/BORCHERDING</b>
24	151-156	Authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Grand Avenue Flats, located in Austin, Williamson County, Texas. <b>BECERRA</b>

## ACTION ITEMS

### ROADS

25	157-159	Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 3 in the amount of \$60,399.00 to the Professional Services Agreement between Hays County and WSB & Associates, Inc. for the RM 967 (West of FM 1626) Safety Improvements project and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). <b>JONES/BORCHERDING</b>
26	160-174	Discussion and possible action to authorize the County Judge to execute Change Order #5 to the Professional Services Agreement with Garver USA for Low Water Crossings in Precinct's 1 & 2 as part of the 2016 Road Bond Program; and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). <b>JONES/INGALSBE/BORCHERDING</b>
27	175-195	Discussion and possible action to approve a Resolution to accept the Highway Safety Improvement (HSIP) Grant for Winters Mill Parkway (illumination and pavement markings); authorize the County Judge to execute an Advanced Funding Agreement between Hays County and the Texas Department of Transportation (TxDOT) and amend the budget accordingly. <b>SHELL/BORCHERDING</b>
28	196-199	Hold a public hearing with possible action to establish a 4-way stop at the intersection of Darden Hill Road, Sawyer Ranch Road, and the entrance for the new Cypress Springs Elementary School opening Fall 2021. <b>SMITH/BORCHERDING</b>
29	200-201	Hold a public hearing with possible action to establish a One-Way traffic zone (eastbound only) for the eastern segment of Tiger Lane as a result of new school traffic routes for the Dripping Springs Middle School for Fall 2021. <b>SMITH/BORCHERDING</b>
30	202-203	Discussion and possible action to call for a public hearing on July 27, 2021 to establish a "No Parking" zone along both sides of Bliss Spillar Road between September Song Drive and the Travis County line. <b>JONES/BORCHERDING</b>
31	204-215	Discussion and possible action to consider the acceptance of road construction & drainage improvements, accept the 2-year maintenance bond #800103506 in the amount of \$185,072.41, and accept the 5-year pavement maintenance bond #30114351 in the amount of \$36,316.62 for Anthem subd., Phase 1A. <b>JONES/BORCHERDING</b>
32	216-222	Discussion and possible action to approve the 2021 Hays County Transportation Plan report, map, and roadway table. <b>JONES/BORCHERDING</b>
33	223-228	Discussion and possible action to consider the acceptance of road construction & drainage improvements, release of the subdivision bond #LICX1204150 in the amount of \$618,972.50 and accept the 2-year maintenance bond #146807W in the amount of \$106,492.53 for Hymeadow subd., Phase 1, Section 3. <b>INGALSBE/BORCHERDING</b>
34	229-234	Discussion and possible action to consider the acceptance of road construction & drainage improvements, release of the subdivision bond #LICX1204149 in the amount of \$476,054.42 and accept the 2-year maintenance bond #146807X in the amount of \$86,942.60 for Hymeadow subd., Phase 2, Section 3. <b>INGALSBE/BORCHERDING</b>



35	235-237	Discussion and possible action to accept the maintenance bond rider extension #1060750 in the amount of \$188,961.00 until December 3, 2021 for Sunfield subd., Phase 2, Section 8. <b>JONES/BORCHERDING</b>
36	238-240	Discussion and possible action to accept the maintenance bond rider extension #1060751 in the amount of \$231,755.60 until December 3, 2021 for Sunfield subd., Phase 2, Section 11. <b>JONES/BORCHERDING</b>
37	241-244	Discussion and possible action to accept the maintenance bond rider extension #PB03016800210 in the amount of \$30,350.00 until December 3, 2021 for Sunfield subd., Phase 3 "Roadway Extension". <b>JONES/BORCHERDING</b>
38	245-247	Discussion and possible action to accept the maintenance bond rider extension #1848963 in the amount of \$180,609.38 until December 3, 2021 for Shadow Creek subd., Phase 9, Section 2. <b>JONES/BORCHERDING</b>
39	248-249	Discussion and possible action to authorize the County Judge to execute Change Order No. 2, time extension, to the Professional Services Agreement between Hays County and Cobb, Fendley & Associates, Inc. for Right-of-Way services on the RM 967 Safety Improvements project in Precinct 2 as part of the Road Bond Program. <b>JONES/BORCHERDING</b>
40	250-252	Discussion and possible action to authorize the County Judge to execute Supplemental #6 to the Professional Services Agreement (PSA) between Hays County and Johnson, Mirmiran, and Thompson, Inc. (JMT) for FM 110 (SH80 to FM621) Middle project and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). <b>INGALSBE/BORCHERDING</b>
41	253-259	Discussion and possible action to accept Letter of Credit No. 20214349 for street and drainage improvements for 6 Creeks Phase 1 Section 4B in the amount of \$556,380.37. <b>SMITH/BORCHERDING</b>

#### SUBDIVISIONS

42	260-264	PLN-1674-PC; Hold a public hearing with possible action to approval the final plat of the Carol Oaks subdivision, Replat of Lot 14. <b>SMITH/MACHACEK</b>
43	265-268	PLN-1611-NP; Discussion and possible action to approve the final plat for Oak Terrace Estates subdivision. <b>SHELL/MACHACEK</b>
44	269-272	PLN-1679-PC; Hold a public hearing with possible action to approve final plat of the Rolling Oaks, Section 1, Lot 6, Replat. <b>SHELL/MACHACEK</b>
45	273-277	PLN-1620-NP; Discussion and possible action to approve the final plat for McGregor Lane Acres Subdivision. <b>SMITH/MACHACEK</b>
46	278-286	SUB-962; El Dorado Subdivision (12 Lots). Discussion and possible action to approve final plat. <b>JONES/PACHECO</b>
47	287-291	PLN-1549-PC; Hold a public hearing with possible action to approve the final plat for Pico Ranch 1, Replat of Lot 1R. <b>SHELL/MACHACEK</b>
48	292-296	PLN-1635-NP; Discussion and possible action to approve the final plat for Pavo Springs Ranch Subdivision. <b>SHELL/MACHACEK</b>

#### MISCELLANEOUS

49	297-304	Discussion and possible action to approve the Assessment and Collection Agreement with Buda Municipal Utility District #1. <b>JONES/O'KANE</b>
50	305-307	Discussion and possible action to authorize the County Judge to execute Task Order #2 to the Master Interlocal Agreement between Hays County and Texas State University executed on or about August 18, 2020. <b>SHELL</b>
51	308	Discussion and possible action to award the contract for RFQ 2021-Q07 General Engineering Consultant - Road Bond to HNTB Corporation. <b>JONES/BORCHERDING</b>
52	309-315	Discussion and possible action to accept the Hays County Assistance to Veterans grant award in the amount of \$100,000 from the Texas Veterans Commission. <b>INGALSBE/PRATHER</b>
53	316	Discussion and possible action to provide direction to staff and consultants regarding the issuance of Parks and Open Space bonds pursuant to authorization of Hays County Proposition A in the 2020 General Election. <b>BECERRA/KENNEDY</b>
54	317	Discussion and possible action to consider a continuation of the Local Disaster Declaration originally proclaimed by the County Judge on or about March 15, 2020, continued by resolution of Commissioners Court on March 16, 2020 and extended by the Court on July 14, 2020, September 15, 2020, December 8, 2020, February 16, 2021, and April 27, 2021. <b>BECERRA</b>
55	318	Discussion and possible action related to the Hays County Citizens Advisory Commission on Redistricting, including but not limited to the appointment of members and adoption of a Charter for the Commission. <b>BECERRA</b>



56	319-321	Discussion and possible action to authorize the County Judge to execute Amendment 1 to an Interlocal Agreement (ILA) between Hays County and the Barton Springs Edwards Aquifer Conservation District (BSEACD) originally executed on or about October 10, 2019 for the construction and drilling of monitoring wells located in the Jacob's Well Natural Area. This amendment will extend the agreement end date for one calendar year giving a new end date of August 31, 2022. <b>SHELL/T.CRUMLEY</b>
57	322-324	Discussion and possible action to accept a Proposal from Hellmuth, Obata & Kassabaum, LP (HOK) for additional services related to Attorney visitation areas for the Jail Facility renovation project. <b>INGALSBE/SHELL/CUTLER</b>
58	325-326	Discussion and possible action to approve a Resolution in Support of the Preservation of the African American Home Economics School Building in San Marcos, Hays County, Texas. <b>BECERRA</b>
59	327-328	Discussion and possible action to approve a Resolution in Support of the Preservation of the Naomi Cephas Wade House in San Marcos, Hays County, Texas. <b>BECERRA</b>
60	329-382	Discussion and possible action to authorize the County Judge to execute a Wastewater Service Agreement with Driftwood Golf Club Development, Inc. related to construction of a temporary wastewater collection system for the real property described in the agreement as the "Creek Tract" and "Ranch Tract". <b>SMITH/PACHECO</b>
61	383	Discussion and possible action regarding Hays County's multi-year Improvement Grant Program application to the Texas Indigent Defense Commission (TIDC) for Public Defender Services. <b>SHELL</b>
62	384-392	Discussion and possible action to authorize the County Judge to execute a Development Agreement between Hays County and Half-Ton, LLC. <b>SMITH</b>
63	393	Discussion and possible action related to Fire Code regulation of properties under a Development Agreement with the City of Dripping Springs. <b>SMITH</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.

64	394	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of all positions within the Hays County Transportation Department. Possible discussion and/or action may follow in open court. <b>JONES</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.

65	Discussion and possible action related to the burn ban and/or disaster declaration. <b>BECERRA</b>
66	Discussion related to the Hays County inmate population, to include current population counts and costs. <b>BECERRA</b>
67	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>INGALSBE/CUTLER</b>
68	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. <b>BECERRA</b>

### ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 9<sup>th</sup> day of July, 2021

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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

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



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve payment of County invoices.

#### ITEM TYPE

CONSENT

#### MEETING DATE

July 13, 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 payment of Juror checks.

#### ITEM TYPE

CONSENT

#### MEETING DATE

July 13, 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

July 13, 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 June 15, 2021 and June 22, 2021.

#### ITEM TYPE

CONSENT

#### MEETING DATE

July 13, 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





JUNE 15, 2021

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 15<sup>th</sup> DAY OF JUNE A.D., 2021, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

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

**THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:**

Pastor Esperanza Baltazar-Ramirez of El Buen Pastor Methodist Church gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

**PUBLIC COMMENTS**

Rodrigo Amaya made public comments regarding the court's schedule, number of police officers, and his disapproval of the county. Dan Lyon made a public comment regarding the county's debt. Dr. Linda Calvert made public comments regarding the redistricting process, diversity with those involved, and compliance with the voting rights act.

**36485 APPROVE PAYMENTS OF COUNTY INVOICES.**

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

**36486 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.**

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

**36487 APPROVE COMMISSIONERS COURT MINUTES OF JUNE 1, 2021.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve Commissioners Court Minutes of June 1, 2021. All present voted "Aye." MOTION PASSED.

**36488 APPROVE THE OFFICIAL BOND OF THE NEWLY-APPOINTED HAYS COUNTY COURT AT LAW #3 JUDGE, DANIEL O'BRIEN.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the official bond of the newly appointed Hays County Court at Law #3 Judge, Daniel O'Brien. All present voted "Aye." MOTION PASSED.

**36489 AUTHORIZE PAYMENT OF \$962.50 TO AMG FOR THE ELECTION'S OFFICE RELATED TO PREVIOUS ELECTION EXPENSES IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER COUNTY PURCHASING POLICY.**





\*\*\*\*\*

JUNE 15, 2021

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize payment of \$962.50 to AMG for the Election's Office related to previous election expenses in which no purchase order was issued as required per County Purchasing Policy. All present voted "Aye." MOTION PASSED.

**36490 APPROVE THE APPOINTMENT OF JIM HOLLIS TO THE BOARD OF EMERGENCY SERVICES DISTRICT #8 TO REPLACE MITCH JOHNSON ON EMERGENCY SERVICES DISTRICT #8, FOR A TERM ENDING DECEMBER 31, 2021.**

Judge Becerra asked if these positions should be elected. Mark Kennedy, General Counsel, stated that any changes would need to be legislative. Commissioner Jones thanked Mitch Johnson for his service on the board and to the county. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the appointment of Jim Hollis to the Board of Emergency Services District #8 to replace Mitch Johnson on Emergency Services District #8, for a term ending December 31, 2021. All present voted "Aye." MOTION PASSED.

**36491 AUTHORIZE PAYMENT TO KONE FOR GOVERNMENT CENTER ELEVATOR REPAIRS IN THE AMOUNT OF \$574.15 IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER THE HAYS COUNTY PURCHASING POLICY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize payment to Kone for Government Center elevator repairs in the amount of \$574.15 in which no purchase order was issued as required per the Hays County Purchasing Policy. All present voted "Aye." MOTION PASSED.

**36492 AUTHORIZE PAYMENT TO FRED PRYOR SEMINARS IN THE AMOUNT OF \$796.00 FOR FOUR RENEWAL SUBSCRIPTIONS OF PRYOR+ FOR HUMAN RESOURCES DEPARTMENT EMPLOYEES IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER THE COUNTY PURCHASING POLICY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize payment to Fred Pryor Seminars in the amount of \$796.00 for four renewal subscriptions of Pryor+ for Human Resources Department employees in which no purchase order was issued as required per the County Purchasing Policy. All present voted "Aye." MOTION PASSED.

**36493 ACCEPT THE FISCAL YEAR 2020 HAYS COUNTY EMERGENCY SERVICES DISTRICT #5 AUDIT REPORT PER TEXAS HEALTH AND SAFETY CODE 775.082.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept the Fiscal Year 2020 Hays County Emergency Services District #5 Audit Report per Texas Health and Safety Code 775.082. All present voted "Aye." MOTION PASSED.

**36494 RATIFY THE ACCEPTANCE OF TWO CUSTOM DOORMATS VALUED AT \$806.00 TO THE SHERIFF'S OFFICE PUBLIC SAFETY BUILDING AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to ratify the acceptance of two custom doormats valued at \$806.00 to the Sheriff's Office Public Safety Building and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**36495 AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF \$100,000 FROM THE ST. DAVID'S FOUNDATION'S COVID-19 RECOVERY FUND FOR VACCINE DISTRIBUTION AND ADMINISTRATION SUPPORT AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the acceptance of a grant award in the amount of \$100,000 from the St. David's Foundation's COVID-19 Recovery Fund for vaccine distribution and administration support and amend the budget accordingly. All present voted "Aye." MOTION PASSED.





\*\*\*\*\*

JUNE 15, 2021

**36496      AUTHORIZE THE COMMISSIONER PCT. 1 OFFICE TO SUPPORT THE HAYS CARES SHOES OF HOPE EVENT RELATED TO SHOE DISTRIBUTION INITIATIVES FOR HAYS COUNTY CHILDREN.**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the Commissioner Pct. 1 Office to support the Hays Cares Shoes of Hope event related to shoe distribution initiatives for Hays County children. All present voted "Aye." MOTION PASSED.

**36497      AUTHORIZE THE INFORMATION TECHNOLOGY DEPARTMENT TO PURCHASE 25 NETWORK ACCESS POINTS FOR WI-FI CONNECTIVITY FOR THE NEW JAIL EXPANSION AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to adopt a authorize the Information Technology Department to purchase 25 Network Access Points for Wi-Fi connectivity for the new Jail expansion and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**36498      APPROVE RENEWAL OF IFB 2020-B06 ROADWAY STRIPING WITH D.I.J. CONSTRUCTION, INC. FOR ONE (1) ADDITIONAL YEAR AS STATED IN THE ORIGINAL BID, EFFECTIVE JUNE 1, 2021.**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve renewal of IFB 2020-B06 Roadway Striping with D.I.J. Construction, Inc. for one (1) additional year as stated in the original bid, effective June 1, 2021. All present voted "Aye." MOTION PASSED.

**36499      AUTHORIZE THE EXECUTION OF A RENEWAL LETTER AGREEMENT WITH THE COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT (CSCD) RELATED TO THE FY2022 VETERANS' SERVICES - VETERANS' TREATMENT COURT GRANT FOR ADULT PROBATION SERVICES.**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the execution of a renewal Letter Agreement with the Community Supervision and Corrections Department (CSCD) related to the FY2022 Veterans' Services - Veterans' Treatment Court grant for Adult Probation Services. All present voted "Aye." MOTION PASSED.

**36500      APPROVE SPECIFICATIONS FOR IFB 2021-B11 ROAD IMPROVEMENTS: REMOVE & REPLACE HOT MIX AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve specifications for IFB 2021-B11 Road Improvements: Remove & Replace Hot Mix and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED.

**36501      AUTHORIZE THE EXECUTION OF A GRANT AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD, FLOOD INFRASTRUCTURE FUND FOR THE ONION CREEK WATERSHED STUDY.**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the execution of a grant agreement with the Texas Water Development Board, Flood Infrastructure Fund for the Onion Creek Watershed Study. All present voted "Aye." MOTION PASSED.

**36502      APPROVE RENEWAL OF IFB 2020-B10 METAL BEAM GUARD FENCE (MBGF) MATERIALS WITH TEXAS CORRUGATORS.**

Dan Lyon made a public comment regarding a typo in the backup and his concerns of the high pricing. Jerry Borchering, Director of Transportation, stated there is no issue in the backup, this is just a misprint. Mark Kennedy, General Counsel, noted a scrivener's error. A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve renewal of IFB 2020-B10 Metal Beam Guard Fence (MBGF) Materials with Texas Corrugators. All present voted "Aye." MOTION PASSED.





\*\*\*\*\*

JUNE 15, 2021

- 36503      AUTHORIZE THE OFFICE OF EMERGENCY SERVICES TO ACCEPT A PROPOSAL FROM WATER & EARTH TECHNOLOGIES, INC. (WET) RELATED TO REPAIRS ON THE LOW WATER CROSSING PRESSURE TRANSDUCER AT POST ROAD AND THE BLANCO RIVER AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE 262.024(A)(7).**

Commissioner Smith stated that repairs are needed. A motion was made by Commissioner Smith, seconded by Commissioner Jones to authorize the Office of Emergency Services to accept a Proposal from Water & Earth Technologies, Inc. (WET) related to repairs on the Low Water Crossing pressure transducer at Post Road and the Blanco River and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(7). All present voted "Aye." MOTION PASSED.

- 36504      AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER NO. 2 IN THE AMOUNT OF \$278,838.42 TO THE CONSTRUCTION CONTRACT BETWEEN HAYS COUNTY AND JORDAN FOSTER CONSTRUCTION, LLC FOR THE DACY LANE (IFB-2021-B02) PROJECT AS PART OF THE HAYS COUNTY ROAD BOND PROGRAM.**

Commissioner Jones stated there is a 2% increase in construction cost. Commissioner Ingalsbe stated that we should try to limit change orders. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Change Order No. 2 in the amount of \$278,838.42 to the Construction Contract between Hays County and Jordan Foster Construction, LLC for the Dacy Lane (IFB-2021-B02) project as part of the Hays County Road Bond Program. All present voted "Aye." MOTION PASSED.

- 36505      AUTHORIZE THE COUNTY JUDGE TO EXECUTE CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$188,000 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND RPS INFRASTRUCTURE, INC. FOR THE FM 621 SAFETY IMPROVEMENTS PROJECT AS PART OF THE HAYS COUNTY ROAD BOND PROGRAM; AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CH. 262.024(A)(4).**

Commissioner Ingalsbe stated this will allow the project to separate into two projects for completion. She noted one project will take longer to complete due to right of way issues. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$188,000 to the Professional Services Agreement between Hays County and RPS Infrastructure, Inc. for the FM 621 Safety Improvements project as part of the Hays County Road Bond Program; and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). All present voted "Aye." MOTION PASSED.

- 36506      HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO ESTABLISH A "NO PARKING" ZONE IN FRONT OF THE PARK GATE & DRIVEWAY ON EDGEWATER DRIVE ALONG THE BLANCO RIVER.**

Judge Becerra opened the public hearing at 10:33 a.m. No comments were made. Judge Becerra closed the public hearing at 10:33 a.m. Commissioner Shell stated there are pictures in the backup. This area is relatively small. There is a private access gate that is blocked by parking. A motion was made by Commissioner Shell, seconded by Commissioner Jones to hold a public hearing with possible action to establish a "No Parking" zone in front of the park gate & driveway on Edgewater Drive along the Blanco River. All present voted "Aye." MOTION PASSED.

- 36507      HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO ESTABLISH A "NO PARKING" ZONE ON SUNRISE DRIVE IN SUNRISE ACRES SUBDIVISION IN THE WESTERN ROW NORTH OF SUNRISE CIRCLE.**

Judge Becerra opened the public hearing at 10:34 a.m. No comments were made. Judge Becerra closed the public hearing at 10:34 a.m. Commissioner Ingalsbe stated there are pictures in backup. She noted there are issues with 18-wheelers parking there. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to Hold a public hearing with possible action to establish a "No Parking" zone on Sunrise Drive in Sunrise Acres subdivision in the western ROW north of Sunrise Circle. All present voted "Aye." MOTION PASSED.





\*\*\*\*\*

JUNE 15, 2021

**36508 ACCEPT LETTER OF CREDIT NO. 20214330 FOR STREET AND DRAINAGE IMPROVEMENTS FOR 6 CREEKS PHASE 1 SECTION 4A IN THE AMOUNT OF \$362,008.18.**

Commissioner Smith stated this is a standard agreement and the next phase of 6 Creeks. He expects to have several more agreements before completion. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept Letter of Credit No. 20214330 for street and drainage improvements for 6 Creeks Phase 1 Section 4A in the amount of \$362,008.18. All present voted "Aye." MOTION PASSED.**

**36509 APPROVE THE SELECTION OF THE TEAM OF CP&Y AND KFRIESE & ASSOCIATES TO PROVIDE PRELIMINARY ENGINEERING SERVICES INCLUDING BUT NOT LIMITED TO EXPLORATION AND COALITION BUILDING, CORRIDOR STUDY, AND NATIONAL ENVIRONMENTAL POLICY ACT COMPLIANCE INVESTIGATIONS RELATED TO A PROPOSED EXTENSION OF SH45 SOUTHWEST FROM FM 1626 TO IH35 AND AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A CONTRACT.**

Commissioner Jones stated this is the first step in making a connection between two areas. He noted the county is looking to partner with the surrounding municipalities. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the selection of the team of CP&Y and KFRIESE & Associates to provide preliminary engineering services including but not limited to Exploration and Coalition Building, Corridor Study, and National Environmental Policy Act compliance investigations related to a proposed extension of SH45 Southwest from FM 1626 to IH35 and authorize staff and counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.**

**36510 CALL FOR A PUBLIC HEARING ON JULY 13TH, 2021 TO DISCUSS APPROVAL OF THE FINAL PLAT OF THE ROLLING OAKS, SECTION 1, LOT 6, REPLAT; PLN-1679-PC.**

Marcus Pacheco, Development Services Director, stated this replat is in line with Texas Local Government Code Chapter 232 requirements for public notice requirements. Notifications will be sent out in two ways, by standard mail and by certified mail route. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to call for a Public Hearing on July 13th, 2021 to discuss approval of the final plat of the Rolling Oaks, Section 1, Lot 6, Replat; PLN-1679-PC. All present voted "Aye." MOTION PASSED.**

**36511 CALL FOR A PUBLIC HEARING ON JULY 13TH, 2021 TO DISCUSS APPROVAL OF THE FINAL PLAT OF THE CAROL OAKS, LOT 14, REPLAT; PLN-1674-PC.**

**A motion was made by Commissioner Smith, seconded by Commissioner Shell to call for a Public Hearing on July 13th, 2021 to discuss approval of the final plat of the Carol Oaks, Lot 14, Replat; PLN-1674-PC. All present voted "Aye." MOTION PASSED.**

**DISCUSSION AND POSSIBLE ACTION TO PROVIDE DIRECTION TO STAFF AND CONSULTANTS REGARDING THE ISSUANCE OF PARKS AND OPEN SPACE BONDS PURSUANT TO AUTHORIZATION OF HAYS COUNTY PROPOSITION A IN THE 2020 GENERAL ELECTION.**

Dan Wegmiller, Specialized Public Finance, stated this is related to discussing a timeline for the park bonds that were approved by voters. The funds can be issued in pieces or used all at once. The \$75 million that voters approved have not been issued. He stated a refund has been authorized by the court. The refund will save \$5 million in debt service costs. This will lower interest rate from 3% - 5% down to 2%. He stated anytime bonds are sold, a rating agency must be consulted. He stated the county has an excellent bond rating. Commissioner Shell requested to hear from Mark Kennedy, General Counsel, regarding the POSAC (Parks and Open Spaces Advisory Commission) projects and what strategies to consider. Mark Kennedy, General Counsel, spoke to the court regarding qualifying for up to \$30 million with the Clean Water State Revolving Fund. Dan Wegmiller, Specialized Public Finance, stated that it is recommended to issue over a 12 – 24 month period due to additional rating fees. Commissioner Ingalsbe suggested that the court review the list of projects. This item will be brought back next week to executive session as recommended by Mark Kennedy, General Counsel, as the discussions are dealing with real estate. No action was taken.





JUNE 15, 2021

**36512 FORM A CITIZENS ADVISORY COMMISSION ON REDISTRICTING.**

Larry Calvert made a public comment stating the redistricting plan does not represent the people. Dr. Linda Calvert made a public comment regarding the citizens advisory committee to increase citizen input. Judge Becerra appointed Shannon Fitzpatrick. Commissioner Jones appointed John Ambrose. Commissioner Shell stated he would wait to appoint a member. Commissioner Smith appointed Steve Meyer. Commissioner Ingalsbe appointed Ruben Garza. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to form a Citizens Advisory Commission on Redistricting. All present voted "Aye." MOTION PASSED.**

**36513 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN ACH AGREEMENT WITH CERTIFIED PAYMENTS TO ALLOW THE HAYS COUNTY FIRE MARSHAL'S OFFICE TO ACCEPT ECHECKS FOR FEES.**

Nathan Mendenhall, Fire Marshall, stated this will help with customer service. This is an additional payment method. This will amend the agreement with certified payments. **A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an ACH Agreement with Certified Payments to allow the Hays County Fire Marshal's Office to accept eChecks for fees. All present voted "Aye." MOTION PASSED.**

**36514 AUTHORIZE RENEWAL OF THE HAYS COUNTY PROPERTY AND MOBILE EQUIPMENT LIABILITY COVERAGE FOR PLAN YEAR 2021 - 2022 AT A PREMIUM RENEWAL RATE OF \$218,619.**

Shari Miller, Director of Human Resources, spoke to the court regarding the mobile equipment insurance annual renewal. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize renewal of the Hays County Property and Mobile Equipment liability coverage for plan year 2021 - 2022 at a premium renewal rate of \$218,619. All present voted "Aye." MOTION PASSED.**

**36515 EXECUTE A COUNTYWIDE ELEVATOR MAINTENANCE & REPAIR SERVICES CONTRACT WITH OTIS ELEVATOR COMPANY PURSUANT TO RFP 2021-P01.**

**A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to execute a Countywide Elevator Maintenance & Repair Services Contract with Otis Elevator Company pursuant to RFP 2021-P01. All present voted "Aye." MOTION PASSED.**

**36516 ESTABLISH ONE (1) NEW ENVIRONMENTAL HEALTH SPECIALIST I POSITION (GRADE 111) EFFECTIVE JULY 1, 2021.**

Commissioner Shell stated there is rapid growth which causes stress on the staff. This position is needed and will take effect July 1<sup>st</sup>, 2021. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to establish one (1) new Environmental Health Specialist I position (grade 111) effective July 1, 2021. All present voted "Aye." MOTION PASSED.**

**Clerk's Note:** Judge Becerra called for a break that began at 10:48 a.m. and resumed back into open court at 10:58 a.m.

**36517 AWARD THE CONTRACT FOR IFB 2021-B08 RM 12 @ WINTERS MILL PARKWAY TO LONE STAR SITEWORK, LLC.**

**A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to award the contract for IFB 2021-B08 RM 12 @ Winters Mill Parkway to Lone Star Sitework, LLC. All present voted "Aye." MOTION PASSED.**

**Clerk's Note Agenda Item #35 RE: DISCUSSION AND POSSIBLE ACTION TO PROVIDE DIRECTION TO STAFF AND TO IDENTIFY A HAYS COUNTY APPROACH TO THE PROSPECTIVE ALLOCATION UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (H.R. 1319). WAS PULLED.**

**36518 ADOPT THE RULES AND PROCEDURES FOR DETERMINING WHICH FIRES WARRANT INVESTIGATION BY THE COUNTY FIRE MARSHAL'S OFFICE IN THE UNINCORPORATED AREAS OF THE COUNTY, PURSUANT TO CHAPTER 352 OF THE TEXAS LOCAL GOVERNMENT CODE.**





\*\*\*\*\*

JUNE 15, 2021

Nathan Mendenhall, Fire Marshal, stated this adoption of rules is needed of investigating fires. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt the Rules and Procedures for Determining Which Fires Warrant Investigation by the County Fire Marshal's Office in the Unincorporated Areas of the County, Pursuant to Chapter 352 of the Texas Local Government Code. All present voted "Aye." MOTION PASSED.**

**36519 PRE-QUALIFY ALL RESPONDENTS RELATED TO RFQ 2021-Q05 BOND UNDERWRITING SERVICES AND DEVELOP A POOL OF QUALIFIED FIRMS; AND AUTHORIZE THE COUNTY AUDITOR AND COUNTY FINANCIAL ADVISOR TO SELECT FROM THIS POOL FOR FUTURE BOND SALES.**

Vicki Dorsett, Assistant Auditor, stated in March 2021 the court authorized the Purchasing Division to solicitate bond underwriting services. The staff is recommending that all proposals be put in a pool to be utilized for future bond sales. The utilization of the pool would be at the direction of the County Auditor and County Financial Advisor. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to pre-qualify all respondents related to RFQ 2021-Q05 Bond Underwriting Services and develop a pool of qualified firms; and authorize the County Auditor and County Financial Advisor to select from this pool for future bond sales. All present voted "Aye." MOTION PASSED.**

**36520 ESTABLISH PROGRAM GUIDELINES RELATED TO THE EMERGENCY RENTAL ASSISTANCE PROGRAM; ESTABLISH TEMPORARY POSITIONS TO MANAGE THE PROGRAM AND AMEND THE BUDGET ACCORDINGLY.**

Tammy Crumley, Director of Countywide Operations, and Vicki Dorsett, Assistant Auditor, explained the details of the new position. It was stated the new person will help with the back rent first and then move forward. Commissioner Ingalsbe stated there are seven positions total, four of which need to be voted on by the court. Judge Becerra requested the guidelines change from Texas Driver's License to Texas Identification. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to establish program guidelines related to the Emergency Rental Assistance Program; establish temporary positions to manage the program and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

**11AM- WORKSHOP TO FINALIZE THE HAYS COUNTY FILM GUIDELINES AND POSSIBLE ACTION TO APPROVE THE GUIDELINES, WHICH IS THE FIRST STEP TO BECOMING FILM FRIENDLY CERTIFIED.**

Anita Collins, Executive Assistant to the County Judge, explained the film guidelines to the court. Kim Leblanc presented to the court. Commissioner Smith stated he would like the Commissioners to be involved. No action was taken.

**Clerk's Note:** Executive Session began at 11:30 a.m. and resumed back into open court at 11:39 a.m.

**36521 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE OR VALUE OF RIGHT OF WAY ALONG FM 621 IN PCT. 1. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize General Counsel to execute a Purchase and Sale Agreement between Hays County and 2 River Interests, LP for the purchase of approximately 23,226 square feet of Right of Way along FM 621 in Precinct 1, as presented in Executive Session. All present voted "Aye." MOTION PASSED.

**Clerk's Note Agenda Item #41 RE: DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION. WAS PULLED.**

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



HAYS COUNTY COMMISSIONERS' COURT MINUTES



\*\*\*\*\*

JUNE 15, 2021

Judge Becerra read the Sheriff's update of the inmate population. The estimated cost for outsourcing was \$56,125.00. The average number of outsources males is 131, and females is 0. The number of arrests made by agency are as follows; Buda Police Department - 6, Department of Public Safety - 3, Hays County Sheriff's Department - 60, this includes court ordered commitments, warrant pick-ups from all agencies, and self-surrender warrants from all agencies, Constable Precinct 1 – 2, Kyle Police Department 31, San Marcos Police Department - 29, Texas State Police Department - 1. No action was taken.

**Clerk's Note Agenda Item #43 RE:** *DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY. POSSIBLE ACTION MAY FOLLOW. WAS PULLED.*

**Clerk's Note Agenda Item #44 RE:** *DISCUSSION AND POSSIBLE ACTION RELATED TO PROPOSED BILLS IN THE 87TH REGULAR SESSION OF THE TEXAS LEGISLATURE AND TO CONSIDER ADOPTION OF RESOLUTION(S) REGARDING PROPOSED BILLS. THE COURT MAY OPT TO WITHDRAW TO EXECUTIVE SESSION DURING THIS ITEM TO CONSULT WITH LEGAL COUNSEL PURSUANT TO TEXAS GOVERNMENT CODE 551.071. WAS PULLED.*

**Clerk's Note Agenda Item #45 RE:** *UPDATE FROM THE COUNTY JUDGE AND STAFF REGARDING THE LOCAL DISASTER DECLARATION AND COVID-19. POSSIBLE DISCUSSION AND ACTION MAY FOLLOW. WAS PULLED.*

## ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Judge Becerra to adjourn court at 11:30 a.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on June 15, 2021.



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





JUNE 22, 2021

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 22<sup>nd</sup> DAY OF JUNE A.D., 2021, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA  
DEBBIE GONZALES INGALSBE  
MARK JONES  
LON A. SHELL  
WALT SMITH  
VALERIE VALDEZ

COUNTY JUDGE  
COMMISSIONER, PCT. 1  
COMMISSIONER, PCT. 2  
COMMISSIONER, PCT. 3  
COMMISSIONER, PCT. 4  
SENIOR DEPUTY CLERK

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

**THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:**

Josh Murillo of the San Marcos Seventh Day Adventist Church gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

**PUBLIC COMMENTS**

Dan Lyon made a public comment regarding Hays County's financial status. Rodrigo Amaya made public comments regarding the updated fire department policies and county staff accountability. Mark Key, Dripping Springs Water Supply Corp., made a public comment against the proclamation of item #32.

**36522 ADOPT A PROCLAMATION DECLARING JULY 2021 AS PARKS AND RECREATION MONTH IN HAYS COUNTY.**

Tammy Crumley, Director of Countywide Operations, announced the list of open parks. She gave recognition to the staff for maintaining the parks. Commissioner Shell thanked the park staff for their work throughout this year. Commissioner Smith stated that the staff is greatly appreciated for their dedication to the parks including their work for several upcoming projects slated for the county. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to adopt a proclamation declaring July 2021 as Parks and Recreation Month in Hays County. All present voted "Aye." MOTION PASSED.**

**36523 ADOPT A PROCLAMATION RECOGNIZING THE 25TH YEAR OF OPERATION OF THE EDWARDS AQUIFER AUTHORITY.**

Dan Lyon made a public comment against this item. Mike De la Garza, Communications for Edwards Aquifer Authority, stated there is an education center that has been created inside Morgan's Wonderland. He spoke of the upcoming projects for future generations. He thanked the court for the recognition. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a Proclamation recognizing the 25th year of operation of the Edwards Aquifer Authority. All present voted "Aye." MOTION PASSED.**

**36524 APPROVE PAYMENTS OF COUNTY INVOICES.**

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

**36525 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.**

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





\*\*\*\*\*

JUNE 22, 2021

- 36526 APPROVE THE PAYMENT OF THE JUNE 30, 2021 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$4,025,000.00 EFFECTIVE JUNE 30, 2021 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the payment of the June 30, 2021 payroll disbursements in an amount not to exceed \$4,025,000.00 effective June 30, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

- 36527 AUTHORIZE THE EXECUTION OF THE FY 2021 GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION FOR OVERTIME REIMBURSEMENTS RELATED TO THE SHERIFF'S OFFICE ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCE (OCDEF) AND AMEND THE BUDGET ACCORDINGLY.**

Rodrigo Amaya made public comments against this item and requested additional information. Commissioner Ingalsbe stated she would contact the Sheriff's office for the additional information in question. A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the execution of the FY 2021 Grant Agreement with the U.S. Department of Justice, Drug Enforcement Administration for overtime reimbursements related to the Sheriff's Office Organized Crime Drug Enforcement Task Force (OCDEF) and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 36528 AUTHORIZE THE CONSTABLE PCT. 4 OFFICE TO ACCEPT A \$4,500 DONATION FROM STEVE VENSKI, BILLY BRANDENBERGER, AND WILLIAM CARIKER FOR THE PURCHASE OF LAW ENFORCEMENT EQUIPMENT AND SUPPLIES AND AMEND THE BUDGET ACCORDINGLY.**

Rodrigo Amaya made a public comment against this item. Commissioner Smith thanked the families for their donations. The court along with Mark Kennedy, General Counsel, and Ron Hood, Constable Precinct 4, discussed the description of the item as there were questions about the transparency of the item description. The court agreed that the donation description is proper. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Constable Pct. 4 Office to accept a \$4,500 donation from Steve Venski, Billy Brandenberger, and William Cariker for the purchase of law enforcement equipment and supplies and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 36529 APPROVE ELECTION FEES FOR ELECTION SERVICES PROVIDED.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to approve Election Fees for election services provided. All present voted "Aye." MOTION PASSED.

- 36530 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR THE 2 BARNDOMINIUMS AND 2 RV SPACES LOCATED AT 710 BELL SPRINGS RD, DRIPPING SPRINGS, TEXAS 78620.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize On-Site Sewage Facility Permit for the 2 barndominiums and 2 RV spaces located at 710 Bell Springs Rd, Dripping Springs, Texas 78620. All present voted "Aye." MOTION PASSED.

- 36531 APPROVE OUT OF STATE TRAVEL, UTILIZING THE SHERIFF'S OFFICE CONTINUING EDUCATION FUNDS, FOR FLEET MAINTENANCE SUPERVISOR MARTIN GONZALES TO ATTEND THE HARLEY DAVIDSON MOTOR COMPANY'S POLICE TECHNICAL TRAINING IN ORLANDO, FLORIDA ON SEPTEMBER 13-30, 2021.**

Rodrigo Amaya made a public comment questioning the number of units that are Harley Davidsons. Commissioner Smith stated that he believed all the Sheriff's Office motorcycle units are Harley Davidson. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve out of state travel, utilizing the Sheriff's Office Continuing Education Funds, for Fleet Maintenance Supervisor Martin Gonzales to attend the Harley Davidson Motor Company's Police Technical Training in Orlando, Florida on September 13-30, 2021. All present voted "Aye." MOTION PASSED.





\*\*\*\*\*

JUNE 22, 2021

**36532      AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR AN OFFICE BUILDING AT 2710 W HWY 290, DRIPPING SPRINGS, TX, 78620.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for an office building at 2710 W Hwy 290, Dripping Springs, TX, 78620. All present voted "Aye." MOTION PASSED.

**36533      AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR A DUPLEX LOCATED AT 701 HORACE HOWARD LANE, SAN MARCOS, TEXAS 78666.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for a duplex located at 701 Horace Howard Lane, San Marcos, Texas 78666. All present voted "Aye." MOTION PASSED.

**36534      APPROVE UTILITY PERMITS.**

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

**36535      AUTHORIZE THE COUNTY JUDGE TO EXECUTE A SOFTWARE LICENSE AGREEMENT WITH BOLDPLANNING, INC. RELATED TO THE CONTINUITY OF OPERATIONS (COOP) AND EMERGENCY OPERATIONS PLANS (EOP) ANNUAL LICENSING FOR COUNTY WIDE PLANNING.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Software License Agreement with BOLDplanning, Inc. related to the Continuity of Operations (COOP) and Emergency Operations Plans (EOP) annual licensing for county wide planning. All present voted "Aye." MOTION PASSED.

**36536      AUTHORIZE JM ENGINEERING, LLC TO REPLACE THE CURRENT MAGIC CHEF 3.5-TON HEAT PUMP SPLIT SYSTEM HVAC WITH A NEW 3.5-TON AMERICAN STANDARD HVAC LOCATED AT THE PCT 5 OFFICE IN THE AMOUNT OF \$9,006 AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize JM Engineering, LLC to replace the current Magic Chef 3.5-Ton heat pump split system HVAC with a new 3.5-Ton American Standard HVAC located at the PCT 5 Office in the amount of \$9,006 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**36537      AUTHORIZE JM ENGINEERING, LLC TO REPLACE THE FAILED CARRIER HVAC SYSTEM CURRENTLY LOCATED AT THE PCT 4 OFFICE WITH A NEW 3.5-TON AMERICAN STANDARD HVAC SYSTEM IN THE AMOUNT OF \$6,603 AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize JM Engineering, LLC to replace the failed Carrier HVAC system currently located at the PCT 4 office with a new 3.5-Ton American Standard HVAC system in the amount of \$6,603 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**36538      APPROVE SPECIFICATIONS FOR IFB 2021-B10 FISCHER STORE ROAD @ RM 2325 AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve specifications for IFB 2021-B10 Fischer Store Road @ RM 2325 and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED.

**36539      AUTHORIZE THE HAYS COUNTY COMMISSIONER'S COURT TO SUBMIT A REQUEST FOR FUNDS TO THE TEXAS COMPTROLLER'S OFFICE FOR UNCLAIMED CAPITAL CREDITS PURSUANT TO THE TEXAS PROPERTY CODE, SECTION 74.602 AND CERTIFY ANY AVAILABLE FUNDING WILL BE USED PER TEXAS LOCAL GOVERNMENT CODE, SECTION 381.004.**





JUNE 22, 2021

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Hays County Commissioner's Court to submit a request for funds to the Texas Comptroller's Office for unclaimed capital credits pursuant to the Texas Property Code, Section 74.602 and certify any available funding will be used per Texas Local Government Code, Section 381.004. All present voted "Aye." MOTION PASSED.

**36540 CALL FOR A PUBLIC HEARING ON JULY 13, 2021 TO ESTABLISH A 4-WAY STOP AT THE INTERSECTION OF DARDEN HILL ROAD, SAWYER RANCH ROAD, AND THE ENTRANCE FOR THE NEW CYPRESS SPRINGS ELEMENTARY SCHOOL OPENING FALL 2021.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to call for a public hearing on July 13, 2021 to establish a 4-way stop at the intersection of Darden Hill Road, Sawyer Ranch Road, and the entrance for the new Cypress Springs Elementary School Opening Fall 2021. All present voted "Aye." MOTION PASSED.

**36541 CALL FOR A PUBLIC HEARING ON JULY 13, 2021 TO ESTABLISH A ONE-WAY TRAFFIC ZONE (EASTBOUND ONLY) FOR THE EASTERN SEGMENT OF TIGER LANE AS A RESULT OF NEW SCHOOL TRAFFIC ROUTES FOR THE DRIPPING SPRINGS MIDDLE SCHOOL FOR FALL 2021.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to call for a public hearing on July 13, 2021 to establish a One-Way traffic zone (eastbound only) for the eastern segment of Tiger Lane as a result of new school traffic routes for the Dripping Springs Middle School for Fall 2021. All present voted "Aye." MOTION PASSED.

**36542 ACCEPT THE MAINTENANCE BOND RIDER EXTENSION #PB03016800273M IN THE AMOUNT OF \$32,600.00 UNTIL DECEMBER 3, 2021 FOR SUNFIELD SUBD., PHASE 3, SECTION 2.**

Commissioner Jones thanked Jerry Borcharding, Director of Transportation, for his work managing the bonds. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the maintenance bond rider extension #PB03016800273M in the amount of \$32,600.00 until December 3, 2021 for Sunfield Subd., Phase 3, Section 2. All present voted "Aye." MOTION PASSED.

**36543 ACCEPT THE MAINTENANCE BOND RIDER EXTENSION #PB03016800240M IN THE AMOUNT OF \$22,000.00 UNTIL DECEMBER 3, 2021 FOR SUNFIELD SUBD., PHASE 3, SECTION 4.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the maintenance bond rider extension #PB03016800240M in the amount of \$22,000.00 until December 3, 2021 for Sunfield Subd., Phase 3, Section 4. All present voted "Aye." MOTION PASSED.

**36544 APPROVE THE SELECTION OF PAPE DAWSON ENGINEERS, INC. TO PERFORM CONSTRUCTION ENGINEERING & INSPECTION (CE&I) SERVICES FOR THE FISCHER STORE ROAD SAFETY IMPROVEMENTS PROJECT IN PRECINCT 3; AND TO AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A WORK AUTHORIZATION UNDER THEIR ON-CALL CE&I CONTRACT.**

Commissioner Shell stated this item is needed for safety improvements. A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve the selection of Pape Dawson Engineers, Inc. to perform Construction Engineering & Inspection (CE&I) services for the Fischer Store Road Safety Improvements project in Precinct 3; and to authorize staff and counsel to negotiate a Work Authorization under their On-Call CE&I contract. All present voted "Aye." MOTION PASSED.

**36545 ACCEPT THE ROAD CONSTRUCTION & DRAINAGE IMPROVEMENTS, ACCEPT THE 2-YEAR MAINTENANCE BOND #107434401 IN THE AMOUNT OF \$135,377.94, AND ACCEPT THE 1-YEAR REVEGETATION BOND #107434402 IN THE AMOUNT OF \$56,853.00 FOR PARTEN RANCH SUBD., PHASE 5.**





\*\*\*\*\*

JUNE 22, 2021

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept the road construction & drainage improvements, accept the 2-year maintenance bond #107434401 in the amount of \$135,377.94, and accept the 1-year revegetation bond #107434402 in the amount of \$56,853.00 for Parten Ranch Subd., Phase 5. All present voted "Aye." MOTION PASSED.

**36546      AUTHORIZE THE COUNTY JUDGE TO EXECUTE CONTRACT AMENDMENT NO. 1 FOR A TIME EXTENSION ON THE PUBLIC INVOLVEMENT SERVICES AGREEMENT BETWEEN HAYS COUNTY AND CONCEPT DEVELOPMENT & PLANNING, LLC. FOR THE RM 150 WEST ALIGNMENT PROJECT AS PART OF THE HAYS COUNTY ROAD BOND PROGRAM.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute Contract Amendment No. 1 for a time extension on the Public Involvement Services Agreement between Hays County and Concept Development & Planning, LLC. for the RM 150 West Alignment project as part of the Hays County Road Bond Program. All present voted "Aye." MOTION PASSED.

**36547      AUTHORIZE THE COUNTY JUDGE TO EXECUTE SUPPLEMENTAL NO. 8 IN THE AMOUNT OF \$6,002 TO THE PROFESSIONAL SERVICES AGREEMENT FOR GENERAL ENGINEERING CONSULTANT (GEC)/PROGRAM MANAGEMENT SERVICES WITH HNTB CORPORATION FOR THE HAYS COUNTY/TXDOT PARTNERSHIP PROGRAM; AN AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CH. 262.024(A)(4).**

Commissioner Ingalsbe stated this item is needed to prepare the environmental report that is required. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute Supplemental No. 8 in the amount of \$6,002 to the Professional Services Agreement for General Engineering Consultant (GEC)/Program Management services with HNTB Corporation for the Hays County/TxDOT Partnership Program; an authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). All present voted "Aye." MOTION PASSED.

**36548      AUTHORIZE THE SELECTION OF PAPE-DAWSON ENGINEERS TO PROVIDE ENGINEERING DESIGN SERVICES RELATED TO IMPROVEMENTS TO BEBACK INN ROAD AND AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A CONTRACT.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the selection of Pape-Dawson Engineers to provide engineering design services related to improvements to Beback Inn Road and authorize staff and counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.

**36549      CALL FOR A PUBLIC HEARING ON JULY 13, 2021 TO ESTABLISH A 4-WAY STOP AT THE INTERSECTION OF CENTERPOINT ROAD AND CR 266.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to call for a public hearing on July 13, 2021 to establish a 4-way stop at the intersection of Centerpoint Road and CR 266. All present voted "Aye." MOTION PASSED.

**36550      APPROVE PRELIMINARY PLAN; PLN-1646-NP, ANTHEM PHASE 2 AND 3 PRELIMINARY PLAN (153 LOTS).**

Commissioner Jones gave an overview of the property details. Marcus Pacheco, Director of Development Services, stated the water and wastewater will be provided by the City of Kyle. This item has full staff recommendation. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve preliminary plan; PLN-1646-NP, Anthem Phase 2 and 3 Preliminary Plan (153 Lots). All present voted "Aye." MOTION PASSED.

**36551      CALL FOR A PUBLIC HEARING ON JULY 13TH, 2021 TO DISCUSS APPROVAL OF THE FINAL PLAT OF THE PICO RANCH 1, REPLAT; PLN-1549-PC.**





JUNE 22, 2021

A motion was made by Commissioner Shell, seconded by Commissioner Smith to call for a Public Hearing on July 13th, 2021 to discuss approval of the final plat of the Pico Ranch 1, Replat; PLN-1549-PC. All present voted "Aye." MOTION PASSED.

**36552      AUTHORIZE THE OFFICE OF EMERGENCY SERVICES TO PURCHASE PIX4DMAPPER SOFTWARE THROUGH GRANITE DEFENSE TECHNOLOGIES RELATED TO UAV MAPPING SOFTWARE FOR DISASTER AND RECOVERY EFFORTS.**

Dan Lyon made public comments regarding purchasing additional drones and additional training. Rodrigo Amaya made public comments regarding using previously purchased drones. Mike Jones, Director of Emergency Services, stated his office will use the previously purchased drones. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Office of Emergency Services to purchase Pix4Dmapper Software through Granite Defense Technologies related to UAV mapping software for disaster and recovery efforts. All present voted "Aye." MOTION PASSED.**

**36553      APPROVE A RESOLUTION PROVIDING COMMENTS TO GROUNDWATER MANAGEMENT AREA (GMA) 9 REGARDING JOINT PLANNING EFFORTS TO ADOPT DESIRED FUTURE CONDITIONS.**

Rick Broun, DSWSC, made a public comment against this item. Dan Lyon made a public comment requesting additional information regarding this item. Ray Tilley made public comments in favor of this item. Commissioner Shell clarified some of the GMA 9 area. He stated he understands the difficulty of managing groundwater. There was discussion among the court to include all interested parties for input on future of water resources. Commissioner Smith stated that the county needs more representation for Region L and Region K. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve a resolution providing comments to Groundwater Management Area (GMA) 9 regarding joint planning efforts to adopt desired future conditions. Commissioner Ingalsbe, Commissioner Jones, and Commissioner Shell voted "Aye." Judge Becerra voted "No." Commissioner Smith stated "Present/Abstained." MOTION PASSED.**

**Clerk's Note:** After the item was voted on Commissioner Ingalsbe asked Commissioner Smith for clarification of his response during the roll call from item #32. She did not understand what he meant by stating "Present." Commissioner Smith responded by stating that he abstained for the item.

**36554      PROVIDE DIRECTION TO STAFF AND TO IDENTIFY A HAYS COUNTY APPROACH TO THE PROSPECTIVE ALLOCATION UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (H.R. 1319).**

The court along with Marisol Villarreal-Alonzo, Auditor, and Mark Kennedy, General Counsel, discussed the options available to the court for fund allocations. Commissioner Smith presented a draft resolution. It was decided to include several changes to the proposed resolution that was read in court. Mark Kennedy, General Counsel, stated he would amend the resolution to include the changes made by the court members. **A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to provide direction to staff and to identify a Hays County approach to the prospective allocation under the American Rescue Plan Act of 2021 (H.R. 1319). All present voted "Aye." MOTION PASSED.**

**Clerk's Note:** Executive Session began at 11:30 a.m. and resumed back into open court at 12:05 p.m.

**EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, LEASE AND/OR VALUE OF REAL PROPERTY ASSOCIATED WITH THE POSAC-RECOMMENDED 2020 PARKS AND OPEN SPACE BOND PROJECTS. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.**

No action was taken.





\*\*\*\*\*

JUNE 22, 2021

**36555 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION TO CONSIDER A RESOLUTION DETERMINING THE NECESSITY AND AUTHORIZING THE USE OF THE COUNTY'S POWER OF EMINENT DOMAIN TO ACQUIRE APPROXIMATELY 1.2596 ACRES IN FEE SIMPLE AND 0.7610 ACRES OF PERMANENT UTILITY EASEMENT FROM PROPERTY LOCATED ALONG OLD BASTROP HWY (CR266) SOUTH OF RATTLER ROAD, OWNED SHC HOLDINGS, LLC, AND WHICH IS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED CR 266 ROADWAY IMPROVEMENTS, AND TAKE OTHER APPROPRIATE ACTION (CR266 CENTERPOINT TO RATTLER, PARCEL20). POSSIBLE ACTION TO FOLLOW IN OPEN COURT.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Resolution of the County of Hays, Texas declaring the public necessity for acquiring by condemnation the fee simple title to and a utility easement upon certain described property for the purpose of improving Old Bastrop Highway as part of the CR 266 Project and ordering the condemnation of said property to proceed. All present voted "Aye." MOTION PASSED.

**EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING THE COUNTY RETIREE POLICY, INCLUDING BUT NOT LIMITED TO RETIREE INSURANCE. DELIBERATION AND/OR POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.**

No action was taken.

**DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION.**

Fire Marshall is recommending no burn ban. No action was taken.

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

Judge Becerra read the Sheriff's update of the inmate population. The estimated cost for outsourcing was \$54,000.00. The average number of outsourced males is 126 and the number of outsourced females is 0. The number of arrests made by agency are as follows; Buda Police Department - 2, Department of Public Safety - 1, Hays County Sheriff's Department - 66, this includes court ordered commitments, warrant pick-ups from all agencies, and self-surrender warrants from all agencies, Constable Precinct 1 – 4, Kyle Police Department -26, San Marcos Police Department – 38. No action was taken.

**Clerk's Note Agenda Item #39 RE:** *DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY. POSSIBLE ACTION MAY FOLLOW. WAS PULLED.*

**Clerk's Note Agenda Item #40 RE:** *DISCUSSION AND POSSIBLE ACTION RELATED TO PROPOSED BILLS IN THE 87TH REGULAR SESSION OF THE TEXAS LEGISLATURE AND TO CONSIDER ADOPTION OF RESOLUTION(S) REGARDING PROPOSED BILLS. THE COURT MAY OPT TO WITHDRAW TO EXECUTIVE SESSION DURING THIS ITEM TO CONSULT WITH LEGAL COUNSEL PURSUANT TO TEXAS GOVERNMENT CODE 551.071. WAS PULLED.*

**Clerk's Note Agenda Item #41 RE:** *UPDATE FROM THE COUNTY JUDGE AND STAFF REGARDING THE LOCAL DISASTER DECLARATION AND COVID-19. POSSIBLE DISCUSSION AND ACTION MAY FOLLOW. WAS PULLED.*

## ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Judge Becerra to adjourn court at 12:10 p.m.



HAYS COUNTY COMMISSIONERS' COURT MINUTES



\*\*\*\*\*

JUNE 22, 2021

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on June 22, 2021.



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





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the payment of the July 15, 2021 payroll disbursements in an amount not to exceed \$3,100,000.00 effective July 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	July 13, 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 July 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 Utility Permits.

#### ITEM TYPE

CONSENT

#### MEETING DATE

July 13, 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

JONES

#### CO-SPONSOR

N/A

#### SUMMARY

Permit #: TRN-2021-4473-UTL Road Name: Robert S Light (Trench) Utility Company: South Buda WCID #1 (Water)





## 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 9/1/2021 .

#### Utility Company Information:

Name: South Buda WCID #1

Address: 8834 N Capital of Tx Hwy, Ste 140 Austin TX

Phone:

Contact Name: David Gray

#### Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

#### Hays County Information:

Utility Permit Number: TRN-2021-4473-UTL

Type of Utility Service: Water

Project Description:

Road Name(s): Robert S Light, , , , , ,

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. [unclear]".

Engineering Technician

06/30/2021

Signature

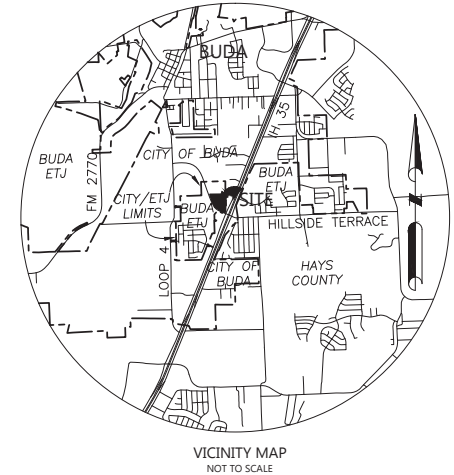
Title

Date

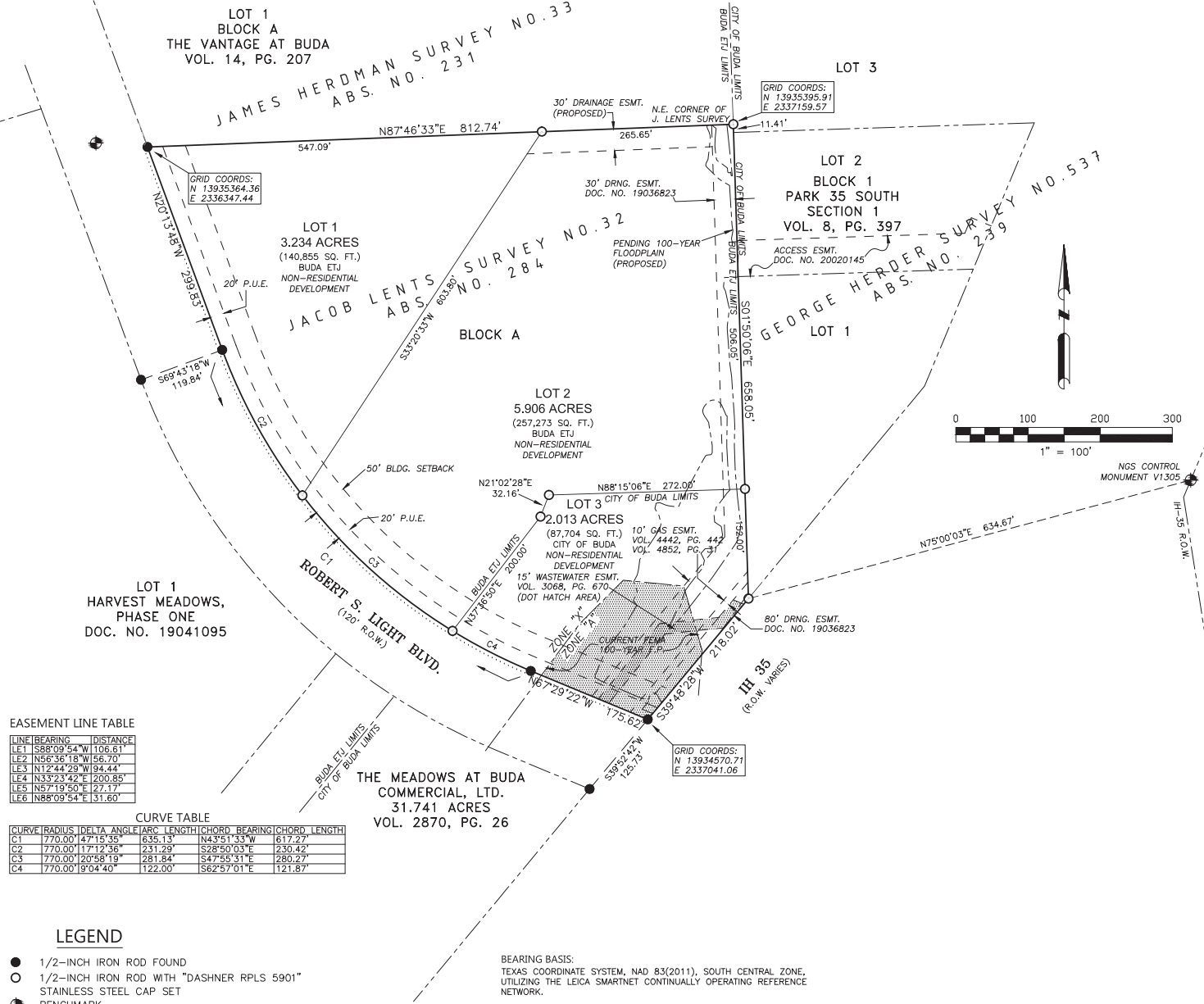


# FINAL PLAT QUIKTRIP 4151

11.153 ACRES OUT OF THE JACOB LENTS SURVEY NO. 32, ABSTRACT NO. 284,  
HAYS COUNTY, TEXAS.



VICINITY MAP  
NOT TO SCALE



## ENGINEER'S FLOOD PLAIN CERTIFICATION

A PORTION OF THIS SITE IS LOCATED WITHIN ZONE A OF THE 100-YEAR  
FLOODPLAIN PER FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE  
RATE MAP PANEL NO. 48209C0290F, DATED SEPTEMBER 2, 2005.

CHARLES A. GARCIA  
P.E. NO. 95181  
FREELAND & KAUFFMAN, INC.  
400 W. MAIN STREET STE. 211  
ROUND ROCK, TX 78664  
TBPE FIRM NO. F-8891

## SURVEYOR'S CERTIFICATION:

THAT I, ABRAM C. DASHNER, DO HEREBY CERTIFY THAT I PREPARED THIS PLAN  
FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND,  
AND THAT THE CORNER MONUMENTS SHOWN THEREON MARKING THE BOUNDARY  
OF THE PROPOSED SUBDIVISION, BUT NOT INTERIOR LOT LINES, WERE PROPERLY  
PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH ALL CITY OF  
BUDA, TEXAS CODES AND ORDINANCES AND THAT ALL KNOWN EASEMENTS  
WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

ABRAM C. DASHNER  
RPLS NO. 5901  
3701 VINELAND DRIVE  
AUSTIN, TX 78722  
TBPLS FIRM NO. 10194420

## EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
LE1	S88°09'54"W	1106.51'
LE2	N56°36'18"W	56.70'
LE3	N12°44'29"W	94.44'
LE4	N33°23'42"E	200.85'
LE5	N5°10'50"E	127.17'
LE6	N88°09'54"E	31.60'

## CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	770.00'	47°15'35"	635.13'	N43°51'33"W	617.27'
C2	770.00'	17°12'36"	231.29'	S28°50'03"E	230.42'
C3	770.00'	20°58'19"	281.84'	S47°55'31"E	280.27'
C4	770.00'	19°04'40"	122.00'	S62°57'01"E	121.87'

## LEGEND

- 1/2-INCH IRON ROD FOUND
- 1/2-INCH IRON ROD WITH "DASHNER RPLS 5901"
- STAINLESS STEEL CAP SET
- BENCHMARK
- PROPOSED SIDEWALK LOCATION

BEARING BASIS:  
TEXAS COORDINATE SYSTEM, NAD 83(2011), SOUTH CENTRAL ZONE,  
UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE  
NETWORK.

CHECKED BY:	AD
JOB NUMBER:	014-07
ISSUE DATE:	01/04/21
SHEET:	1 of 2

OWNER: THE MEADOWS AT BUDA COMMERCIAL, LTD.  
ACREAGE: 11.153  
SURVEYOR: ABRAM DASHNER, RPLS  
NUMBER OF BLOCKS: 1  
LINEAR FEET OF NEW STREETS: 0  
SUBMITTAL DATE: 09/20/2019  
NO. OF CONNECTIONS TO EXISTING STREETS: 3  
PATENT SURVEY: JACOB LENTS SURVEY NO. 32, ABS. NO. 284  
ENGINEER: FREELAND AND KAUFFMAN, INC.  
NUMBER OF LOTS BY TYPE: DEVELOPMENT - 3

BENCHMARK DESCRIPTION & ELEVATION: CAPPED IRON ROD SET IN NOSE OF  
MEDIAN IN ROBERT LIGHT BLVD. AT INTERSECTION OF BRADLEY CIRCLE  
NAD88(2012B) ELEV. = 718.17'

ACREAGE BY LOT TYPE: DEVELOPMENT: 11.153

NO. OF CONNECTIONS TO EXISTING STREETS: 3

PATENT SURVEY: JACOB LENTS SURVEY NO. 32, ABS. NO. 284

ENGINEER: FREELAND AND KAUFFMAN, INC.

NUMBER OF LOTS BY TYPE: DEVELOPMENT - 3



FINAL PLAT  
QUIKTRIP 4151

11.153 ACRES OUT OF THE JACOB LENTS SURVEY NO. 32, ABSTRACT NO. 284,  
HAYS COUNTY, TEXAS.

GENERAL NOTES:

1. THIS PLAT LIES WITHIN THE CITY OF BUDA FULL PURPOSE JURISDICTION (LOT 3) AND THE CITY OF BUDA ETJ (LOTS 1 AND 2).
2. NO LOTS OF THIS SUBDIVISION LIE WITHIN THE EDWARDS AQUIFER CONTRIBUTING OR RECHARGE ZONES.
3. THIS SUBDIVISION LIES WITHIN THE JURISDICTION OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
4. SETBACKS FOR LOTS IN THE BUDA ETJ SHALL BE IN ACCORDANCE WITH THE 2004 BUDA UNIFIED DEVELOPMENT CODE.
5. SETBACKS FOR LOTS IN THE CITY OF BUDA SHALL BE IN ACCORDANCE WITH THE 2017 BUDA UNIFIED DEVELOPMENT CODE.
6. SIDEWALKS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE 2017 BUDA UNIFIED DEVELOPMENT CODE AND WILL BE MAINTAINED BY THE PROPERTY OWNER.
7. NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STRUCTURES, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A PUBLIC EASEMENT, EXCEPT AS APPROVED BY THE CITY.
8. THERE IS A 10-FOOT PUBLIC UTILITY EASEMENT HEREBY DEDICATED ALONG ALL STREETSIDE PROPERTY LINES.
9. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF BUDA.
10. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE, RELOCATION, REMOVAL, OPERATION AND INSPECTION OF SUCH DRAINAGE AND UTILITY FACILITIES, AND RELATED APPURTENANCES.
11. DISCHARGE FROM ANY DETENTION POND OUTFALL OR STORM DRAIN OUTFALL MAY REQUIRE AN OFFSITE DRAINAGE EASEMENT TO ACCOMMODATE THE FLOW. IF AN OFFSITE DRAINAGE EASEMENT IS REQUIRED, A STUDY SHALL BE MADE OF THE OFF-SITE PROPERTY TO DETERMINE THE SIZE OF THE DRAINAGE EASEMENT TO ACCOMMODATE FLOW. AN EXECUTED OFFSITE EASEMENT AGREEMENT WILL BE REQUIRED AS A CONDITION OF APPROVAL.
12. ANY PUBLIC UTILITY, INCLUDING THE CITY, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS OR RIGHT-OF-WAY SHOWN ON THE PLAT (OR FILED BY SEPARATE INSTRUMENT THAT IS ASSOCIATED WITH SAID PROPERTY); AND ANY PUBLIC UTILITY, INCLUDING THE CITY, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. EASEMENTS SHALL BE MAINTAINED BY PROPERTY OWNERS. THE CITY CAN MOVE TREES OR ANY OTHER IMPROVEMENTS AND DOES NOT HAVE THE RESPONSIBILITY TO REPLACE THEM.
13. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PREDEVELOPED 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.
14. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
15. POLICE SERVICE PROVIDER FOR THE SUBJECT TRACTS IS THE HAYS COUNTY SHERIFF. FIRE AND RESCUE SERVICES PROVIDER IS HAYS COUNTY ESD #2 AND #8.
16. EXISTING CREEKS, LAKES, RESERVOIRS, OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS PORTIONS OF THIS ADDITION, WILL REMAIN AS AN OPEN CHANNEL AT ALL TIMES AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY THE DRAINAGE COURSES ALONG OR ACROSS SAID LOTS. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE WAYS OR FOR THE CONTROL OF EROSION. EACH PROPERTY OWNER SHALL KEEP THE NATURAL DRAINAGE CHANNELS TRAVERSING HIS PROPERTY CLEAN AND FREE OF DEBRIS, SILT, OR ANY SUBSTANCE, WHICH WOULD RESULT IN UNSANITARY CONDITIONS. THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS, WHICH MAY OCCUR.
17. LOT 3 WILL BE SERVED BY BUDA POLICE.
18. WATER AND WASTEWATER SERVICE TO THE SITE WILL BE PROVIDED BY SOUTH BUDA WCID NO. 1.
19. A PORTION OF THIS SITE IS LOCATED WITHIN ZONE A OF THE 100-YEAR FLOODPLAIN PER FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP PANEL NO. 48209C0290F, DATED SEPTEMBER 2, 2005.

CITY CERTIFICATION

THIS PLAT WAS APPROVED ON BEHALF OF THE BUDA CITY COUNCIL ON THE \_\_\_\_  
DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
ALICIA RAMIREZ, CITY CLERK

COUNTY CERTIFICATION

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF BUDA FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BUDA.

\_\_\_\_\_  
MARCUS PACHECO  
INTERIM DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

HAYS COUNTY CLERK RECORDATION CERTIFICATION:

STATE OF TEXAS  
COUNTY OF HAYS

I, ELAINE H. CARDENAS, CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_TH DAY OF \_\_\_\_\_ 20\_\_\_\_ A.D. AT \_\_\_\_ O'CLOCK \_\_\_\_M., IN THE PLAT RECORDS OF SAID COUNTY AND STATE AS INSTRUMENT NUMBER \_\_\_\_\_, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS \_\_\_\_TH DAY OF \_\_\_\_\_ 20\_\_\_\_ A.D.

\_\_\_\_\_  
ELAINE H. CARDENAS,  
COUNTY CLERK HAYS COUNTY, TEXAS,  
BY:

\_\_\_\_\_  
DEPUTY

STATE OF TEXAS  
COUNTY OF HAYS  
KNOW ALL MEN BY THESE PRESENTS

THAT QT SOUTH, LLC, BEING THE OWNER OF 11.153 ACRES OF LAND OUT OF THE JACOB LENTS SURVEY NO. 32, ABSTRACT NO. 284, IN HAYS COUNTY, TEXAS, SAME BEING CONVEYED BY DEED OF RECORD IN DOCUMENT NUMBER 20020144, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS DOES HEREBY SUBDIVIDE 11.153 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT TO BE KNOWN AS QUIKTRIP 4151, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS ALLEYS, PARKS, AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS THE \_\_\_\_TH DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
QT SOUTH, LLC DATE  
4705 S. 129TH EASE AVE.  
TULSA, OK 74134

BY: MATTHEW D. MILLER, PRESIDENT

STATE OF TEXAS:  
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OR WRITING, ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_TH DAY OF \_\_\_\_\_ 20\_\_\_\_ A.D.

HAYS COUNTY WATER/WASTEWATER NOTE

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

\_\_\_\_\_  
ERIC VAN GAASBEEK, R.S., C.F.M.  
INTERIM HAYS COUNTY FLOODPLAIN ADMINISTRATOR

\_\_\_\_\_  
MARCUS PACHECO  
INTERIM DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

OWNER: THE MEADOWS AT BUDA COMMERCIAL, LTD.

ACREAGE: 11.153

SURVEYOR: ABRAM DASHNER, RPLS

NUMBER OF BLOCKS: 1

LINEAR FEET OF NEW STREETS: 0

SUBMITTAL DATE: 09/20/2019

NO. OF CONNECTIONS TO EXISTING STREETS: 3

BENCHMARK DESCRIPTION & ELEVATION: CAPPED IRON ROD SET IN NOSE OF

MEDIAN IN ROBERT LIGHT BLVD. AT INTERSECTION OF BRADLEY CIRCLE

NAD88(2012B) ELEV. = 718.17'

ACREAGE BY LOT TYPE: DEVELOPMENT: 11.153

NO. OF CONNECTIONS TO EXISTING STREETS: 3

PATENT SURVEY: JACOB LENTS SURVEY NO. 32, ABS. NO. 284

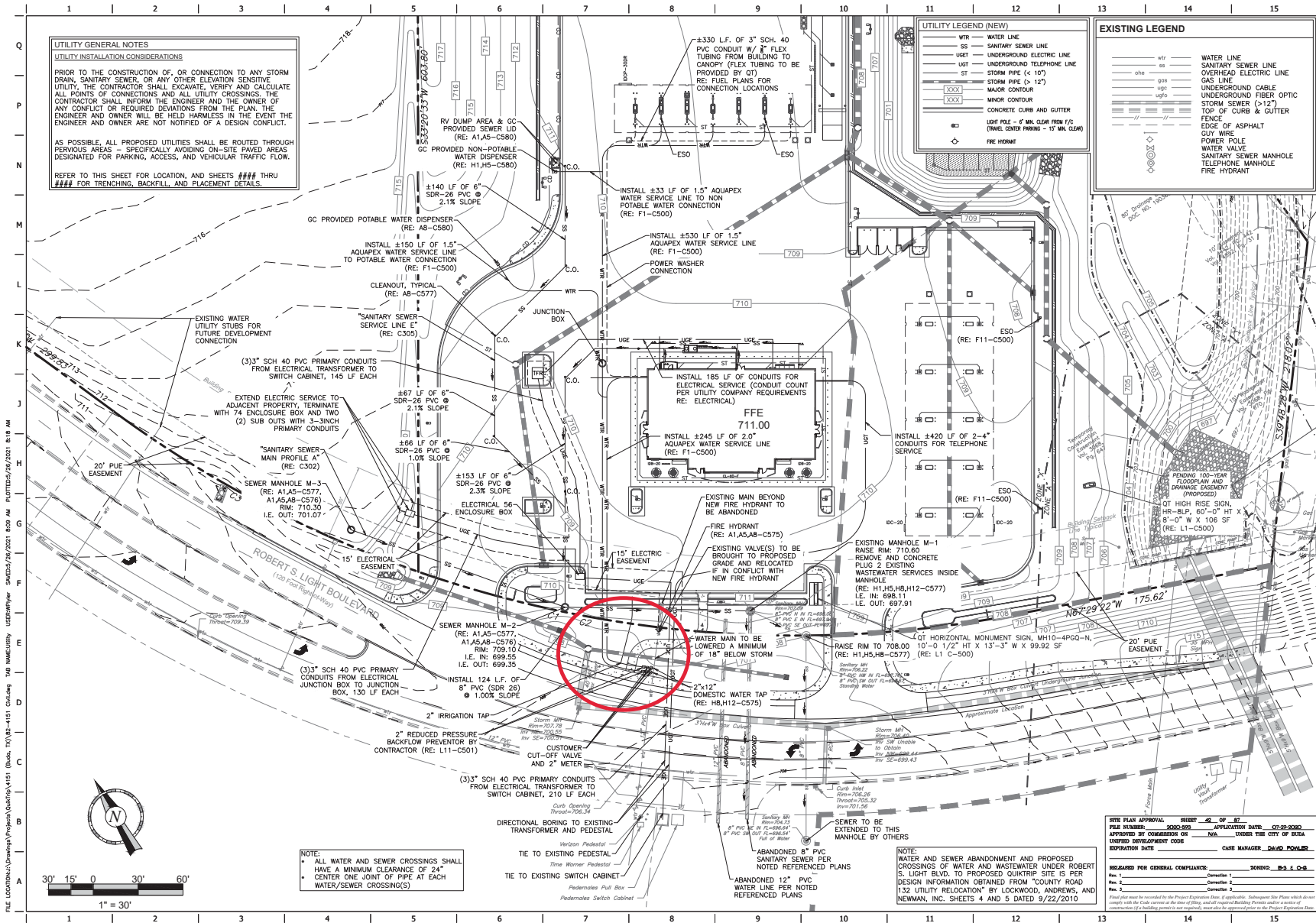
ENGINEER: FREELAND AND KAUFFMAN, INC.

NUMBER OF LOTS BY TYPE: DEVELOPMENT - 3

CHECKED BY: AD	
JOB NUMBER: 014-07	ISSUE DATE: 01/04/21
SHEET: 2 of 2	

C010





ISSUE DATE: 05/26/2021  
 PREPARED BY: SAJ/TKAN  
 CHECKED BY: SAJ/TKAN  
 DESIGNED BY: SAJ/TKAN  
 DRAWN BY: SAJ/TKAN  
 PLOT: P-105 (05/26/21)

**QuikTrip No. 4151**  
 ROBERT S. LIGHT BOULEVARD  
 BUDA, TX

**QT**  
 QUICKTRIP STORES, INC.  
 132 UTILITY RELOCATION BY LOCKWOOD, ANDREWS, AND NEWMAN, INC. SHEETS 4 AND 5 DATED 9/22/2010

REV	DATE	DESCRIPTION
1	05/26/2021	ISSUE

SHEET TITLE: UTILITY PLAN  
 SHEET NUMBER: C150  
 ORIGINAL ISSUE DATE: 10/31/2018

FILE LOCATION: \\server\projects\QuikTrip\4151 (Buda, TX)\02-4151\_Calling TAB NAME: UTILITY - UTILITY PLAN DATE: 05/26/2021 8:18 AM  
 PLOT: P-105 (05/26/21)



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize On-Site Sewage Facility Permit for four RV spaces and a remote bedroom/ shop located at 3940 Mt. Sharp Road, Wimberley, TX, 78676.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 13, 2021	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marcus Pacheco, Director of Development Services	SHELL	N/A

#### SUMMARY

James Nance is proposing an OSSF to serve four RV spaces and a remote bedroom used exclusively for family. This system will be in lot 1 in the Avery Acres Subdivision and will be served by a private water well. The system designer, Stanley Burrier, R.S., has designed a standard treatment system. After treatment, the effluent will be dispersed via leaching chambers for a maximum daily rate of 260 gallons.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize On-Site Sewage Facility Permit for two living units located at 10701 Regal Oaks, Austin, Texas 78737.

#### ITEM TYPE

CONSENT

#### MEETING DATE

July 13, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Marcus Pacheco, Director of Development Services

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

KAP Investments LLC is proposing an OSSF to serve two living units. This is a 1.287-acre tract of land and will be served by a public water supply. The system designer, Daniel Balboa, R.S., has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be dispersed via surface application for a maximum daily rate of 360 gallons.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve extension of RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 92 days (September 30, 2021) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 13, 2021	\$15,000

#### LINE ITEM NUMBER

001-620-00.5310

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Britney Richey	BECERRA	N/A

#### SUMMARY

The four (4) year contract for Bank Depository expired on May 31, 2020. A new solicitation was issued on April 21, 2020 (RFP 2020-P010) and the County received one response. The court has previously authorized four contract extensions with Sage Bank (through June 30, 2021) in an effort to negotiate and secure a new bank depository contract. The Treasurer has been unable to successfully negotiate a contract that would meet the needs of the County, therefore requested a fifth extension with Sage Bank through September 30, 2021 to allow Hays County to resolicit and secure a new contract.

Potential funding source: County Wide Contingencies 001-645-00.5399





## OFFICE OF THE COUNTY AUDITOR

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

Marisol Villarreal-Alonzo, CPA  
**County Auditor**  
[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

Vickie G. Dorsett  
**Assistant County Auditor**  
[vickie.dorsett@co.hays.tx.us](mailto:vickie.dorsett@co.hays.tx.us)

June 29, 2021

Sage Capital Bank, N.A.  
Gonzales, TX 78629

RE: Contract Extension

The contract extension for Bank Depository, RFP 2016-P06 expires on June 30, 2021 and has no renewal options. Hays County would like to temporarily extend the current contract extension for a period not to exceed 92 days while a new contract is secured. This contract extension will be with the following conditions: Sage Bank will not pay any interest on the accounts, Pledged securities will be by Federal Home Loan Bank letter of credit to sufficiently collateralize all existing and expected deposits during tax season and the County will pay for the letter of credit fee, and Sage bank will assess a \$5,000.00 monthly service charge. This extension will expire upon the execution of a new contract pursuant to a new contract or on September 30, 2021, whichever comes first.

If you are in agreement with the terms of this contract extension, please acknowledge below and email a signed copy to [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us) and return original to the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Sincerely,

Marisol Villarreal-Alonzo, CPA  
Hays County Auditor

Signature

Printed Name

Company

Date

Approved by the Hays County  
Commissioners Court on: \_\_\_\_\_

\_\_\_\_\_  
Ruben Becerra  
Hays County Judge



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the rejection of the proposal related to RFP 2020-P10 Bank Depository.

#### ITEM TYPE

CONSENT

#### MEETING DATE

July 13, 2021

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Britney Richey

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Purchasing received one response to solicitation RFP 2020-P10 Bank Depository. After review by the evaluating committee it is the recommendation to reject the proposal.



## 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 submission of a grant application to the Department of State Health Services Public Health Workforce Program in the amount of \$320,000.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 13, 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
T. Crumley	INGALSBE	N/A

#### SUMMARY

Hays County has been allocated a possible \$320,000 through the DSHS Public Health Workforce Grant Program. If awarded, these funds would be used to hire three positions for the Hays County Local Health Department: one Community Program Manager and two Community Outreach Specialists, as well as to purchase the necessary equipment for these positions, and to print educational materials. These positions would be used to assess and address the health needs of vulnerable populations in Hays County as well as educate the community about possible health risks and how to avoid them.

Funding amount: \$320,000

No match is required.

Grant Period: July 1, 2021 - June 30, 2023

Applications are due Wednesday, July 14th.



CDC Public Health Crisis Response Co-Ag: Public Health Workforce  
Request for Funding

**PROJECT NARRATIVE AND WORKPLAN**

<b>Project #:</b> <i>(DSHS use only)</i>
<b>Project Lead/Point of Contact</b> Name: <u>Simone Corprew</u> Email: <u>grants@co.hays.tx.us</u> Phone #: <u>512-749-1161</u>
<b>Project Title:</b> <u>Hays County Public Health Workforce Expansion</u>
<b>Amount of Funds Requested:</b>  \$ <u>320,000</u>
<b>Expected Impact (geography/population/other):</b>  <u>Hays County</u>
<b>Partners Coordinating With:</b> •
<b>Workplan -</b>  The Hays County Local Health Department plans to assemble a five member hiring committee to establish Diversity, Equity, and Inclusion metrics before hiring staff. This committee will be made up of Hays County employees and team members will be selected by the Director of Countywide Operations. After metrics have been established, we will first hire one Community Program Manager and then include them in the hiring process for the two Community Outreach Specialists. Prior to hiring any staff, all necessary equipment for the new staff members (laptops, monitors, phones) will be purchased. Once the staff is established, they will begin to create marketing and educational materials and establish a plan for data collection. By the end of January 2021, the staff will begin collecting data, opinion, and input from the community in order to best assess how to target and help vulnerable populations.
<b>Milestones/Tasks/Activities to include Proposed Timeline for each Activity:</b> <ul style="list-style-type: none"><li>• Acquire necessary supplies for three proposed positions (laptops, monitors, phone lines)<ul style="list-style-type: none"><li>○ Timeline: End of September 2021</li></ul></li><li>• Hire Community Program Manager<ul style="list-style-type: none"><li>○ Timeline: End of September 2021</li></ul></li><li>• Hire two Community Outreach Specialists<ul style="list-style-type: none"><li>○ Timeline: End of November 2021</li></ul></li><li>• Begin Outreach Program Data Collection<ul style="list-style-type: none"><li>○ Timeline: End of January 2022</li></ul></li></ul>



CDC Public Health Crisis Response Co-Ag: Public Health Workforce  
Request for Funding

**Health Equity - *Identify metrics to address Diversity, Equity, and Inclusion (DEI) in hiring.***

- Establish a diverse team to focus on hiring a workforce that represents the diversity in the communities being served by the end of August 2021 in order to hire the first position by the end of September 2021.
- Establish a Diversity and Equity statement by the end of August 2021 that can be used to guide the hiring process.
- Have at least 10% of candidates for the Community Program Manager and at least 20% of candidates for the Community Outreach Specialists be from minority communities by the end of November 2021
- Require new and existing employees to complete the online Implicit Bias training by the Kirwan Institute at the Ohio State University by the end of December 2021.
- Retain at least 67% (2 out of 3) hired employees until at least June 2023 – the end of the grant period.

**Proposed Staff to be Hired:**

# of Administrative Support staff:

# of Professional or Clinical staff: 2

# of Disease Investigation staff:

# of School Health staff:

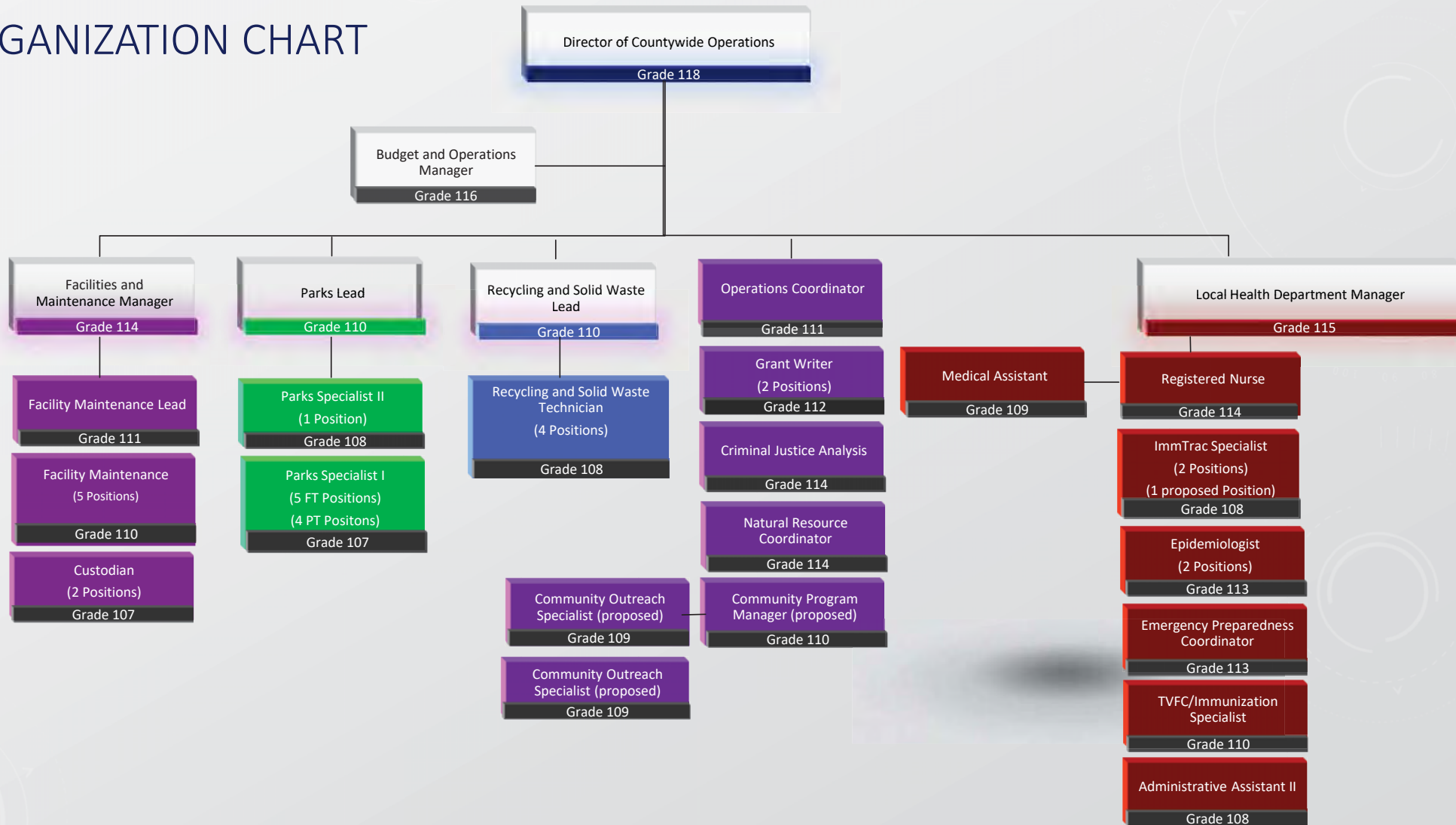
# of Program Management staff: 1

Provide Mitigation Plans to Address Challenges in Meeting Hiring Goals:

We plan to have a hiring team of five members in order to have a “tie-breaker” in the event of a split decision. This team will be made up of a diverse group of Hays County employees in order to bring different perspectives and represent the community of the county. If the pool of applicants does not yield qualified or diverse candidates, we will re-word the job descriptions and begin the search for other candidates. In order to get a varied pool, we will post the job openings in multiple places in order to allow all communities access to them.



# ORGANIZATION CHART







**FY2022**

**Contract Type: CPS/PH Workforce**

**Applicant Information**

**Legal Name of Applicant Agency:**  
**Mailing Address:**

Hays County Health Department

Street / PO Box: 712 S. Stagecoach Trail, Suite 1045  
City: San Marcos  
Zip: 78666

**Payee Name:**

Hays County Treasurer

**Payee Mailing Address:**

Street / PO Box: 712 S. Stagecoach Trail, Suite 1094  
City: San Marcos  
Zip: 78666

**State of Texas Comptroller Vendor ID #** (9  
digit + 3 digit mail code):

17460022415002

**DUNS #** (9 digits required for subrecipient contractors):

09-7494884

**Type of Entity (Choose one)**

City: ☐ Click on appropriate box  
County: ☒  
Other Political Subdivision: ☐

**Project Period**

Start Date:  
End Date:

**Counties Served**

County(ies) Served:



Hays County

**Amount of Funding Allocated:**

\$320,000.00



## CONTACT PERSON INFORMATION

Legal Business Name: Hays County Health Department

*This form provides information about the appropriate contacts in the contractor's organization in addition to those on the FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit.*

Health Director/CEO Tammy Crumley  
Phone: 512 878 6673 Ext:   
Fax:   
E-mail: tammy.crumley@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

712 S. Stagecoach Trl., Ste. 1045, San Marcos, TX  
78666

B-13/FSR Rep: Vickie Dorsett  
Phone: 512 393 2275 Ext:   
Fax:   
E-mail: vickie.dorsett@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

712 S. Stagecoach Trl., Ste. 1045, San Marcos, TX  
78666

PHEP (HAZARDS) Program Leader: Michelle Villegas  
Phone: 512 393 7779 Ext:   
Fax:   
E-mail: michelle.villegas@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

712 S. Stagecoach Trl., Ste. 1045, San Marcos, TX  
78666

SNS (CRI) Coordinator: Michelle Villegas  
Phone: 512 393 7779 Ext:   
Fax:   
E-mail: michelle.villegas@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

712 S. Stagecoach Trl., Ste. 1045, San Marcos, TX  
78666

Authorized Signatory for DocuSign Ruben Becerra  
Phone: 512 393 2205 Ext:   
Fax:   
E-mail: judge.becerra@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

111 E San Antonio St., Ste. 300, San Marcos, TX  
78666

Additional Authorized Signatory for  
**DocuSign only if applicable**  
**(FFATA, Certs, etc)**   
Phone:  Ext:   
Fax:   
E-mail:

DocuSign "CC" Person Simone Corprew  
Phone: 903 746 4922 Ext:   
Fax:   
E-mail: simone.corprew@co.hays.tx.us

Emergency Contact Simone Corprew  
Cell Phone: 903 746 4922 Ext:   
Fax:   
E-mail: simone.corprew@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

712 S. Stagecoach Trl., Ste. 1045, San Marcos, TX  
78666



## BUDGET SUMMARY (REQUIRED)

**Legal Name of Respondent:**

**Hays County Health Department**

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding (5)	Other Funds (6)
A. Personnel	\$195,992	\$195,992				
B. Fringe Benefits	\$112,276	\$112,276				
C. Travel	\$0	\$0				
D. Equipment	\$0	\$0				
E. Supplies	\$5,350	\$5,350				
F. Contractual	\$0	\$0				
G. Other	\$6,382	\$6,382				
H. Total Direct Costs	\$320,000	\$320,000				
I. Indirect Costs	\$0	\$0				
J. Total (Sum of H and I)	\$320,000	\$320,000				







## TRAVEL Budget Category Detail Form

Legal Name of Respondent:

**Hays County Health Department**

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days & Employees		
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
Airfare					
Meals					
Lodging					
Other Costs					
Total	\$0				
				Airfare	\$0
				Meals	\$0
				Lodging	\$0
				Other Costs	\$0
				Total	\$0
Airfare	\$0				
Meals	\$0				
Lodging	\$0				
Other Costs	\$0				
Total	\$0				
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

**Total for Conference / Workshop Travel**

**\$0**

Revised: 3/25/2014



**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

**Total for Other / Local Travel**

Other / Local Travel Costs:

Conference / Workshop Travel Costs:

**Total Travel Costs:**

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy



**Hays County Health Department**



## SUPPLIES Budget Category Detail Form

**Legal Name of Respondent:**

**Hays County Health Department**

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.)

Description of Item Provide estimated quantity and cost	Purpose & Justification	Total Cost
Office Supplies	General Office Supplies needed to promote and support program	\$1,000
Laptops with docking (3)	Laptop for each position @ \$1,200 each	\$3,600
Monitors (3)	Monitor for each position @ 250 each	\$750
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

**\$5,350**



## CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Hays County Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show cost breakdown. Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	# of Payments	RATE OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS					

Total Amount Requested for CONTRACTUAL:



--

ntractors as "To Be

TOTAL COST	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

\$0
-----



## OTHER COSTS Budget Category Detail Form

**Legal Name of Respondent:**

## Hays County Health Department

Description of Item Include quantity and cost/quantity	Purpose & Justification	Total Cost
Printing Costs	Printing of covid-19 vaccination clinic and educational brochures, flyers, handouts, etc.	\$2,382
Phone Lines (3)	AT&A Mobility phones to provide cellular lines and data (24 months)	\$4,000
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

**\$6,382**



## Indirect Costs

**Legal Name of Respondent:**

Hays County Health Department

**Total amount of indirect costs allocable to the project:**

**Amount:**

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

**RATE:**

**BASE:**

***Applies only to governmental entities.*** The respondent's current central service cost rate or indirect cost rate. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

Note: Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. Health Department). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department. The allocation of indirect costs must be addressed in Part V - Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS.

**RATE:**

**TYPE:**

**BASE:**

A cost allocation plan. A cost allocation plan as specified in the DSHS Contractor's Financial Procedures Manual (CFPM), Appendix A must be submitted to DSHS within 60 days of the contract start date.

**GO TO PAGE 2 (below)**



If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**



## **SUPPLEMENTAL INSTRUCTIONS**

The budget templates include a SUPPLEMENTAL page (one per budget category) that are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template.

The amounts on each supplemental template will automatically populate from the templates and will be inserted on the last line of the primary budget template.

The SUPPLEMENTAL budget templates are:

Personnel Supplemental  
Travel Supplemental  
Equipment & Controlled Assets Supplemental  
Supplies Supplemental  
Contractual Supplemental  
Other Costs Supplemental



## PERSONNEL Budget Category Detail Form (Supplemental)

**Legal Name of Respondent:**

## Hays County Health Department

[illegible]



						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
			0.00			
<b>SalaryWage Total</b>						<b>\$0</b>



## TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Health Department

### Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days & Employees	Travel Costs	
				Mileage	\$0
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0

**Total for Conference / Workshop Travel**

**\$0**

### Other / Local Travel Costs

Revised: 3/25/2014



Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

**Total for Other / Local Travel**

**\$0**

Other / Local Travel Costs: **\$0**

Conference / Workshop Travel Costs: **\$0**

**Total Travel Costs:**

**\$0**



# EQUIPMENT AND CONTROLLED ASSETS Budget Category Detail Form (Supplemental)

**Legal Name of Respondent:**

**Hays County Health Department**

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

**\$0**



## SUPPLIES Budget Category Detail Form (Supplemental)

**Legal Name of Respondent:**

**Hays County Health Department**

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. # of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (i.e., office, computer, medical, client incentives, educational, etc.)

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
		\$0

Total Amount Requested for Supplies:

**\$0**



## CONTRACTUAL Budget Category Detail Form (Supplemental)

**Legal Name of Respondent:** Hays County Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show cost. Justification for any contract that de

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)

Total Amount Requested for CONTRACTUAL:



--

ntractors as "To Be

TOTAL	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

\$0
-----



## OTHER COSTS Budget Category Detail Form (Supplemental)

**Legal Name of Respondent:**

## Hays County Health Department

[illegible]



[illegible]

Total Amount Requested for Other:

**\$0**



## 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 amended Memorandum of Understanding (MOU) between the Hays County Local Health Department (LHD) and the Department of State Health Services (DSHS) for medications received through the Inventory Tracking Electronic Asset Management System (ITEAMS) platform.

#### ITEM TYPE

CONSENT

#### MEETING DATE

July 13, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

T. CRUMLEY

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

This MOU renews the current MOU which expires on August 31, 2021. The MOU provides the LHD with medications, at no cost to Hays County, for the outpatient treatment of sexually transmitted diseases (STD) and for tuberculosis (TB) services. The MOU allows the LHD to provide medication to uninsured or underinsured patients at no charge.



**MEMORANDUM OF UNDERSTANDING  
FOR CENTRAL DISTRIBUTION MODEL PARTICIPANTS  
DSHS CONTRACT NO. HHS001031800033**

This Memorandum of Understanding (MOU), is between Department of State Health Services (DSHS) and Hays County Health Department (Clinic), each a “Party” and collectively “Parties” to this MOU to treat and control the spread of infectious disease across Texas through the U.S. federal government 340B Drug Pricing Program (the “Program”).

**1. Purpose**

Establish roles and responsibilities concerning Parties’ compliance with the Program, while providing listed medications available through DSHS’ Inventory Tracking Electronic Asset Management System (ITEAMS) platform.

**2. Joint Responsibilities**

- 2.1 Ensure policies and procedures align with Program guidelines and expectations of compliance;
- 2.2 Monitor and track medication from DSHS Pharmacy Branch to patient receipt; and
- 2.3 Ensure all policies and procedures are implemented and adhered to.

**3. DSHS Responsibilities**

- 3.1 Create, review and update policies and procedures to ensure compliance of Program;
- 3.2 Purchase medications for the treatment of sexually transmitted diseases (STDs) and tuberculosis (TB) with state and federal funds allocated for specific public health purposes that are administered and dispensed in compliance with Program regulations, as authorized by the Texas Health and Safety Code, Chapters 81, 85 and 1001;
- 3.3 Review, approve and monitor Clinic’s registration in Office of Pharmacy Affairs Information System (OPAIS);
- 3.4 May review and approve the eligibility for each Clinic location to participate in Program;
- 3.5 Ensure TB medications provided are through local, pre-authorized health department and entities;
- 3.6 Provide education concerning Program compliance to Clinic through initial and ongoing trainings by submitting information on how to sign-up for the Apexus PVP Program, a Health Resources and Services Administration (HRSA) contractor for further education;
- 3.7 Monitor and support Clinic on all compliance elements of the Program addressed in the policies outlined by the DSHS HIV/STD Program, which can be accessed at: <https://www.dshs.texas.gov/hivstd/policy/>; and
- 3.8 Monitor and support Clinic on all compliance elements of the Program addressed in the policies outlined by the DSHS Tuberculosis and Hansen’s Disease Branch in the Texas Tuberculosis Work Plan, which can be accessed at: <https://www.dshs.texas.gov/idcu/disease/tb/policies/>.



#### 4. Clinic Responsibilities

- 4.1 Determine eligibility of participation in the Program for each Clinic location;
- 4.2 Obtain medications through ITEAMS platform for outpatient treatment of STDs or for TB services and medications;
- 4.3 Distribute medications at no charge to uninsured, eligible patients;
- 4.4 Ensure medications are used only for the treatment of STDs and TB;
- 4.5 Ensure medications from the Program are not sold or exchanged to any individual or entity;
- 4.6 Maintain a Class D pharmacy license; Clinics without a Class D Pharmacy license are only permitted to order medications under a physician's license for direct administration to patients onsite and for patient-delivered partner therapy using single-dose oral medications for chlamydia and gonorrhea. i.e. azithromycin and cefixime.
- 4.7 Designate a staff member who oversees the ordering, provision, reconciliation and reporting of medications obtained through the ITEAMS platform, with reconciliation of the medications occurring prior to the last day of each month;
- 4.8 Maintain a tangible or electronic tracking-log documenting the following information for each medication distributed:
  - 4.8.1 Link to the patient to ensure that it is administered or dispensed to an eligible patient of clinical services in an outpatient setting;
  - 4.8.2 The National Drug Code (NDC);
  - 4.8.3 Total quantity of medication dispensed or administered; and
  - 4.8.4 Reconciled medication inventory.
- 4.9 Maintain records of Program information establishing appropriate use of each Program medication -- as records may be requested and audited by DSHS or for an internal review at any time to ensure compliance. Records include, but are not limited to: billing records, medication tracking logs, and relevant patient records;
- 4.10 Ensure all Program medications for treatment of STDs comply with current policies and procedures outlined by the DSHS HIV/STD Program, which can be accessed at: <https://www.dshs.texas.gov/hivstd/policy/>;
- 4.11 Ensure all Program medications for TB services comply with current policies and procedures outlined by the DSHS Tuberculosis and Hansen's Disease Branch in the Texas Tuberculosis Work Plan, which can be accessed at: <https://www.dshs.texas.gov/idcu/disease/tb/policies/>;
- 4.12 Develop and implement policies and procedures for Program medication tracking and distribution that are accessible to DSHS. Clinic may adopt guidance from DSHS or create their own so long as they follow Program guidelines and do not contradict DSHS' Program policies and procedures; and
- 4.13 Register as a covered entity in OPAIS database, maintaining registration each year this contract is enforceable, using the DSHS Program grant number for each program for which Clinic receives funding or in-kind contributions from DSHS. The OPAIS database can be accessed at: <https://340bopais.hrsa.gov/>.



## 5. Duration and Termination

This MOU will commence on September 1, 2021 or on the last date of signature by the Parties to sign this MOU, whichever is later, and terminates on August 31, 2023, with the option to renew, by written agreement, in one-year increments, not exceeding a total of five years.

Either Party may terminate this MOU upon providing 30 calendar days' advance written notice to the other Party.

## 6. Additional Terms and Conditions

### 6.1 Confidentiality.

- 6.1.1 Clinic will comply with the Privacy, Security and Breach Notification incorporated into this MOU as Attachment B.
- 6.1.2 Clinic will maintain confidentiality and not disclose to third parties without DSHS' prior written consent, and any DSHS information including but not limited to DSHS Data, business activities, practices, systems, conditions and services. This section will survive termination or expiration of this MOU. The obligations of Clinic under this section will survive termination or expiration of this MOU.
- 6.1.3 All confidential information requirements must be included in all subcontract awarded by Clinic.

### 6.2 DSHS Data.

- 6.2.1 As between the Parties, all data and information acquired, accessed, or made available to Clinic by, through, or on behalf of DSHS or DSHS contractors, including all electronic data generated, processed, transmitted, or stored by Clinic in the course of providing data processing services in connection with Clinic's performance hereunder (the "DSHS Data"), is owned solely by DSHS
- 6.2.2 Clinic has no right has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the DSHS Data except as required for Clinic to fulfill its obligations under the Contract or as authorized in advance in writing by DSHS
- 6.2.3 For the avoidance of doubt, Clinic is expressly prohibited from using, and from permitting any third party to use, DSHS Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of DSHS
- 6.2.4 Clinic shall make DSHS Data available to DSHS, including to DSHS' designated vendors, as directed in writing by DSHS. The foregoing shall be at no cost to DSHS.
- 6.2.5 Furthermore, the proprietary nature of Clinic's systems that process, store, collect, and/or transmit the DSHS Data shall not excuse Clinic's performance of its obligations hereunder.

### 6.3 No Cost. This is a "no cost" agreement; the Comptroller shall not be obligated to make any payments of any amounts to Clinic or other parties as a result of this MOU. Any costs and



- expenses incurred under the terms of this MOU will be paid by the Party incurring the cost or expense. No funds appropriated to either Party will be exchanged under this MOU.
- 6.4 Public Information Act. Information, documentation and other material related to this MOU may be subject to public disclosure pursuant to Chapter 552 of the Tex. Gov't Code (the "Public Information Act" or "PIA"). In accordance with Tex. Gov't Code section 2252.907, Local Government is required to make any information created or exchanged with DSHS pursuant to this MOU, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to DSHS.
- 6.5 Record Maintenance and Retention.
- 6.5.1 Clinic shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the DSHS, the Texas State Auditor's Office, the United States Government, and their authorized representatives' sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.
- 6.5.2 Clinic shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Clinic for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.
- 6.6 DSHS' Right to Audit.
- 6.6.1 Clinic shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Clinic pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by DSHS and the State of Texas
- 6.6.2 In addition to any right of access arising by operation of law, Clinic and any of Clinic's affiliate or subsidiary organizations, or Subcontractors shall permit the DSHS or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the DSHS, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority



- 6.6.3 If deemed necessary by the DSHS or any duly authorized authority, for the purpose of investigation or hearing, Clinic shall produce original documents related to this Contract
- 6.6.4 DSHS and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings
- 6.6.5 Clinic shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards
- 6.7 Compliance with Audit or Inspection Findings.
  - 6.7.1 Clinic must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the Services and Deliverables provided. Any such correction will be at Clinic's or its Subcontractor's sole expense. Whether Clinic's action corrects the noncompliance shall be solely the decision of the DSHS
  - 6.7.2 As part of the Responsibilities, Clinic must provide to DSHS upon request a copy of those portions of Clinic's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the MOU
- 6.8 State Auditor's Right to Audit. The Parties acknowledge the State Auditor's authority to conduct audits of state agencies under Chapter 321 of the Texas Government Code. Clinic shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
- 6.9 Amendment. This MOU may be modified by written amendment signed by the Parties.
- 6.10 Change in Law and Compliance with Laws. Clinic shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by this MOU to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the MOU. DSHS reserves the right, in its sole discretion, to unilaterally amend the MOU to incorporate any modifications necessary for DSHS' compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines
- 6.11 Governing Law and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the DSHS.
- 6.12 Dispute Resolution.
  - 6.12.1 The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. If the Clinic's claim for breach of contract cannot be resolved informally with the DSHS, the claim shall be submitted to the negotiation process provided in



Chapter 2260. To initiate the process, the Clinic shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Clinic with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

6.12.2 The contested case process provided in Chapter 2260 is the Clinic's sole and exclusive process for seeking a remedy for an alleged breach of contract by the DSHS if the Parties are unable to resolve their disputes as described above.

6.12.3 Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the DSHS, the Clinic shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Clinic may suspend performance during the pendency of such claim or dispute if the Clinic has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law

6.13 Limitation on Authority.

6.13.1 Any authority granted to Clinic by the DSHS is limited to the terms of this MOU.

6.13.2 Clinic shall not have any authority to act for or on behalf of the DSHS or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Clinic may not incur any debt, obligation, expense, or liability of any kind on behalf of DSHS or the State of Texas

6.13.3 Clinic may not rely on implied authority and is not granted authority under the MOU to:

6.13.3.1 Make public policy on behalf of DSHS;

6.13.3.2 Promulgate, amend, or disregard administrative regulations of program policy decisions made by State and federal agencies responsible for administration of a DSHS program; or

6.13.3.3 Unilaterally communicate or negotiate with any federal or state agency or Texas Legislature on behalf of DSHS regarding DSHS programs or this MOU.

6.14 Severability. If any provision of the Contract is held to be illegal, invalid or unenforceable by a court of law or equity, such construction will not affect the legality, validity or enforceability of any other provision or provisions of this Contract. It is the intent and agreement of the Parties this Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Contract will continue in full force and effect.



- 6.15 Force Majeure. Neither Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome
- 6.16 No Waiver. Nothing in the Contract shall be construed as a waiver of the DSHS' or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the DSHS or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the DSHS or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. DSHS does not waive any privileges, rights, defenses, or immunities available to DSHS by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.
- 6.17 Entire Contract and Modification. This Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

## 7. Authorized Representatives

The following will act as the designated Representative authorized to administer activities including, but not limited to, notices, consents, approvals or other general communications to the maximum extent possible. The designated Party Representatives are:

### DSHS

Melissa D. Tafoya-Cortez. CTCM  
DSHS Contract Management  
P.O. Box 149347  
Austin, Texas 78714-9347  
Phone: (512) 776-2643  
Melissa.Cortez@dshs.texas.gov

### Clinic

Ruben Becerra, Hays County Judge  
Tammy Crumley, Hays County Health Department  
401-A Broadway  
San Marcos, Texas 78666  
Phone: (512) 393-5520  
tammy.crumley@co.hays.tx.us



Either Party may change its designated Representative by providing written notice to the other Party at least ten calendar days prior to the change.

## **8. Authorized Signatures**

By signing, Parties acknowledge that they have read the MOU in its entirety, agreeing to its terms. The persons whose signatures appear below have the requisite authority to execute this MOU on behalf of the named party.

*Signature Page follows*



**SIGNATURE PAGE FOR  
MEMORANDUM OF UNDERSTANDING  
DSHS CONTRACT NO. HHS001031800033**

**DSHS**

**CLINIC**

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

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

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

Printed Name: Ruben Becerra, Hays County Judge

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE  
CONTRACT:**

**ATTACHMENT A--CLINIC'S PARTICIPATING LOCATIONS**

**ATTACHMENT B--PRIVACY, SECURITY, AND BREACH NOTIFICATION**

**ATTACHMENTS FOLLOW**



**ATTACHMENT A**  
**CLINIC'S PARTICIPATING LOCATIONS**  
**DSHS CONTRACT NO. HHS001031800033**

<b>Clinic Name</b>	<b>Address</b>	<b>City</b>	<b>Zip</b>	<b>Phone Number</b>



**ATTACHMENT B**  
**PRIVACY, SECURITY, AND BREACH NOTIFICATION**  
**DSHS CONTRACT NO. HHS001031800033**

## **1.0 Definitions**

**“Breach”** means the acquisition, access, use, or disclosure of Confidential Information in an unauthorized manner which compromises the security or privacy of the Confidential Information.

**“DSHS Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to the CLINIC electronically or through any other means that consists of or includes any or all of the following:

- (a) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (as these terms are defined in 45 C.F.R. §160.103);
- (b) Sensitive Personal Information defined by Texas Business and Commerce Code Chapter 521;
- (c) Federal Tax Information (as defined in Internal Revenue Service Publication 1075);
- (d) Personal Identifying Information (as defined in Texas Business and Commerce Code Chapter 521);
- (e) Social Security Administration Data (defined as information received from a Social Security Administration federal agency system of records), including, without limitation, Medicare or Medicaid information (defined as information relating to an applicant or recipient of Medicare or Medicaid benefits);
- (f) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

## **1.1 DSHS Confidential Information**

Any DSHS Confidential Information received by the CLINIC under this Contract may be disclosed only in accordance with applicable law. By signing this Contract, the CLINIC certifies that the CLINIC is, and intends to remain for the term of this Contract, in compliance with all applicable state and federal laws and regulations with respect to privacy, security, and breach notification, including without limitation the following:

- (a) Title 5 United States Code (USC) Part I, Chapter 5, Subchapter II, Section 552a, Records Maintained on Individuals, The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988;
- (b). Title 26 USC, Internal Revenue Code,
- (c). Title 42 USC Chapter 7, Subchapter XI, Part C, Administrative Simplification, the relevant portions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- (d) Title 42 USC Chapter 7, the relevant portions of the Social Security Act;



- (e) Title 42 USC Chapter I, Subchapter A, Part 2, Confidentiality of Substance Use Disorder Patient Records
- (f) Title 45 Code of Federal Regulations (CFR) Chapter A, Subchapter C, Part 160, General Administrative Requirements
- (g) Title 45 CFR Chapter A Subchapter C, Part 164, Security and Privacy;
- (h) Internal Revenue Service Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies, Safeguards for Protecting Federal Tax Returns and Return Information;
- (i) Office of Management and Budget Memorandum 17-12, Preparing for and Responding to a Breach of Personally Identifiable Information;
- (j) Texas Business and Commerce Code Title 11, Subtitle B, Chapter 521 Unauthorized Use of Identifying Information;
- (k) Texas Government Code, Title, 5, Subtitle A, Chapter 552, Public Information, as applicable,
- (l) Texas Health and Safety Code, Title 2, Subtitle D, Chapter 81, Section 81.006, Funds
- (m) Texas Health and Safety Code Title 2, Subtitle I, Chapter 181, Medical Records Privacy;
- (n) Texas Health and Safety Code Title 7, Subtitle E, Chapter 611, Mental Health Records;
- (o) Texas Human Resources Code, Title 2, Subtitle A, Chapter 12, Section 12.003, Disclosure of Information Prohibited;
- (p) Texas Occupations Code, Title 3, Health Professions, as applicable;
- (q) Constitutional and common law privacy; and
- (r) Any other applicable law controlling the release of information created or obtained in the course of providing the services described in this Contract.

The CLINIC further certifies that the CLINIC will comply with all amendments, regulations, and guidance relating to those laws, to the extent applicable.

## **1.2 Cybersecurity Training**

All of CLINIC's authorized users, workforce and subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code, Title 10, Subtitle B, Chapter 2054, Section 2054.5192, Cybersecurity Training Required: Certain State Contractors, by the Texas Department of Information Resources.

## **1.3 Business Associate Agreement**

CLINIC will ensure that any subcontractor of CLINIC who has access to DSHS Confidential Information will sign a HIPAA-compliant Business Associate Agreement with CLINIC, and CLINIC will submit a copy of that Business Associate Agreement to DSHS upon request.



#### **1.4 CLINIC's Incident Notice, Reporting and Mitigation**

The CLINIC's obligation begins at discovery of any unauthorized disclosure of Confidential Information or any privacy or security incident that may compromise Confidential Information. "Incident" is defined as an attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. The CLINIC's obligation continues until all effects of the Incident are resolved to DSHS's satisfaction, hereafter referred to as the "Incident Response Period".

#### **1.5 Notification to DSHS.**

- (a) The CLINIC must notify DSHS within the timeframes set forth in Section (c) below.
- (b) The CLINIC must require that its Subcontractors and contractors take the necessary steps to assure that the CLINIC can comply with all of the following Incident notice requirements.
- (c) Incident Notice:

##### **1. Initial Notice.**

Within twenty-four (24) hours of discovery, or in a timeframe otherwise approved by DSHS in writing, the CLINIC must preliminarily report on the occurrence of an Incident to the DSHS Privacy and Security Officers via email at: [privacy@HHSC.state.tx.us](mailto:privacy@HHSC.state.tx.us).

This initial notice must, at a minimum, contain:

- (i) all information reasonably available to CLINIC about the Incident, (ii) confirmation that the CLINIC has met any applicable federal Breach notification requirements, and
- (iii) a single point of contact for the CLINIC for DSHS communications both during and outside of business hours during the Incident Response Period.

##### **2. Formal Notice.**

No later than three (3) Business Days after discovery of an Incident, or when the CLINIC should have reasonably discovered the Incident, the CLINIC must provide written formal notification to DSHS using the Potential Privacy/Security Incident Form which is available on the HHSC website at <https://hhsconnection.hhs.texas.gov/rights-responsibilities/office-chief-counsel/privacy>.

The formal notification must include all available information about the Incident, and the CLINIC's investigation of the Incident.

#### **1.6 CLINIC Investigation, Response, and Mitigation.**

The CLINIC must fully investigate and mitigate, to the extent practicable and as soon as possible or as indicated below, any Incident. At a minimum, the CLINIC will:

- (a) Immediately commence a full and complete investigation;



- (b) Cooperate fully with DSHS in its response to the Incident;
- (c) Complete or participate in an initial risk assessment;
- (d) Provide a final risk assessment;
- (e) Submit proposed corrective actions to DSHS for review and approval;
- (f) Commit necessary and appropriate staff and resources to expeditiously respond;
- (g) Report to DSHS as required by DSHS and all applicable federal and state laws for Incident response purposes and for purposes of DSHS's compliance with report and notification requirements, to the satisfaction of DSHS;
- (h) Fully cooperate with DSHS to respond to inquiries and/or proceedings by federal and state authorities about the Incident;
- (i) Fully cooperate with DSHS's efforts to seek appropriate injunctive relief or to otherwise prevent or curtail such Incidents;
- (j) Recover, or assure destruction of, any Confidential Information impermissibly disclosed during or as a result of the Incident; and
- (k) Provide DSHS with a final report on the Incident explaining the Incident's resolution.

### **1.7 Breach Notification to Individuals and Reporting to Authorities.**

- (a) In addition to the notices required in this section, the CLINIC must comply with all applicable legal and regulatory requirements in the time, manner, and content of any notification to individuals, regulators, or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required in Title 45 CFR Chapter A, Subchapter C Part 164, Subpart D Notification in the Case of Breach of Unsecured Protected Health Information and Texas Business and Commerce Code, Title 11, Subtitle B, Chapter 521, Section 521.053(b), Notification Required Following Breach of Security of Computerized Data, or as specified by DSHS following an Incident.
- (b) The CLINIC must assure that the time, manner, and content of any Breach notification required by this section meets all federal and state regulatory requirements.
- (c) Breach notice letters must be in the CLINIC's name and on the CLINIC's letterhead and must contain contact information to obtain additional information, including the name and title of the CLINIC's representative, an email address, and a toll-free telephone number.
- (d) The CLINIC must provide DSHS with copies of all distributed communications related to the Breach notification at the same time the CLINIC distributes the communications.
- (e) The CLINIC must demonstrate to the satisfaction of DSHS that any Breach notification required by applicable law was timely made. If there are delays outside of the CLINIC's control, the CLINIC must provide written documentation to DSHS of the reasons for the delay.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the acceptance of a grant award from the Texas Veterans Commission for funding of the Hays County Veterans Services - Veterans Treatment Court in the amount of \$300,000.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 13, 2021	N/A

#### LINE ITEM NUMBER

001-612-99-097]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

#### SUMMARY

Commissioners Court authorized the submittal of this grant application on June 1, 2021. The Hays County Veterans Services - Veterans Treatment Court provides the opportunity of voluntary participation for defendants whose criminal cases are attributed to physical and/or mental injuries sustained during their tenure in military service.

There is no cash match requirement. Once the Notice of Grant Award has been signed, it will be uploaded in Enterprise Grant Management Systems.

Grant Number: GT-VTC21-012

Grant Period: 7/1/2021 - 6/30/2022

Attachment:

Hays County Veterans Services - Veterans Treatment Court Notice of Grant Award

Hays County Veterans Service - Veterans Treatment Court Grant Overview





# Fund for Veterans' Assistance

Helping Veterans Starts Here

## Grant View - Hays County Veterans Services

<a href="#">ID</a> GT-VTC21-012	<a href="#">Grantee/Recipient Organization</a> Hays County	<a href="#">Status</a> Active	<a href="#">Current Award</a> AD-VTC21--12
------------------------------------	---	----------------------------------	---

### Overview

#### General Information

<a href="#">ID</a> GT-VTC21-012	<a href="#">State/Internal Program</a> PG-VTC-21-0001	<a href="#">Application</a> AP-VTC-21-009
<a href="#">Title</a> Hays County Veterans Services	<a href="#">Project Service Category</a> Veterans Treatment Court	<a href="#">Issue Date</a> 7/1/2021

#### Award Information

[Description](#)  
Award

#### Recipient Information

<a href="#">Grantee/Recipient Organization</a> Hays County	<a href="#">Grantee POC/Sub-Awardee</a>
---	---

#### Grantor Contact Information

<a href="#">Cognizant/Grantor Organization</a> Texas Veterans Commission	<a href="#">Grantor Administrator</a> Alexis Jones
---	---

#### Grant/Project Period Information

<a href="#">Grant/Project Period Start Date</a> 7/1/2021	<a href="#">Grant/Project Period End Date</a> 6/30/2022
---	--

### Awards

Awards				
ID	Title	Awarded Amount	Status	Award Number
AD-VTC21--12	Hays County Veterans Services	\$300000	Activated	1







# Fund for Veterans' Assistance

*Helping Veterans Starts Here*

## Financials

### Funding Information

Old Grant Amount

300000

New Grant Amount

\$300,000.00

Remaining Grant Amount

\$0.00

### Award Summary

Award Title	Award Amount	Reimbursements Paid	Advance Paid
Hays County Veterans Services	\$300,000.00	\$0.00	

Budget Category	Award Amount
Client Services	\$151,594.00
Indirect Costs	\$0.00
Other Direct Costs	\$1,728.00
Salaries and Wages	\$89,631.00
Supplies	\$2,000.00
Fringe Benefits	\$42,567.00
Travel	\$12,480.00

## Log

### Payment Request Report

ID	Billing Start Date	Type	Net Amount	Invoice Period Start - Finish	Posted Date	Check Number	Status
----	--------------------	------	------------	-------------------------------	-------------	--------------	--------

### Progress Reports

ID	Title	Award	Project Total	Target Total	Status	Report Period Start - Finish
----	-------	-------	---------------	--------------	--------	------------------------------

### Amendments

ID	Status	Purpose	Created By
----	--------	---------	------------

## Attachments

### Attachments

Attachment Name	Type	Description	Last Modified	Owner
-----------------	------	-------------	---------------	-------







# Fund for Veterans' Assistance

*Helping Veterans Starts Here*

## Notes

Title	Description	Created Date	Created By
-------	-------------	--------------	------------

## Default Packages

Package Name	Package Type	Version Number
Application Review Package.	App-Review	1.00
Application - Simple	Application	35.00
Grantor Risk Assessment Package	Risk Assessment	10.00
Progress Report Package Grantor	Progress Report	2.00

## Additional Files

Name	Type	Description	Date Attached	Attached By
------	------	-------------	---------------	-------------

## Correspondence Files

Name	Type	Description	Date Attached	Attached By
------	------	-------------	---------------	-------------

## History

### Field History

Entity Name	Changed Field	Old Value	New Value	Changed By	Changed On
GT-VTC21-012	Status	Draft	Active	Alexis Jones	6/18/2021 3:59 PM
GT-VTC21-012	Latest Award Id		a1ht0000001uP4jAAE	Alexis Jones	6/18/2021 3:59 PM
GT-VTC21-012	Issue Date	2018-07-01 00:00:00	2021-07-01 00:00:00	Ervey Leos	6/8/2021 1:01 PM







## Notice of Grant Award

### NOGA

#### AWARD INFORMATION

**Grant ID:**

GT-VTC21-012

**Grantee Organization:**

Hays County

**Award Issue Date:**

7/1/2021

#### AWARDING AGENCY

Grantor Organization:

Texas Veterans Commission

#### AWARD DETAILS

**Grant Period Start Date:**

7/1/2021

**Grant Period End Date:**

6/30/2022

#### AWARD AMOUNT

**Total Awarded Amount:**

\$300,000.00

#### Terms And Conditions

**Description**

The approved signature below serves as a formal acceptance by the Texas Veterans Commission (TVC) of the Grantee's Application, and addenda (if any) and the approval of this Notice of Grant Award creates a legally binding agreement between the Grantee and TVC. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the applicable federal and/or state statute and regulations, (2) the original Request for Applications (RFA) including any addenda issued, (3) the addenda to Grantee's Application (if applicable), and (4) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above. Any changes to the approved Grant must follow TVC's amendment process.

#### AUTHORIZATION

**Authorized Representative Name:**

Ruben Becerra

**Authorized Representative Title:**

Signature Authority





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize payment of \$179.99 to Limitless Mobile for exterior and interior detailing services related to a vehicle in the Constable Precinct 5 fleet.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 13, 2021	\$179.99

#### LINE ITEM NUMBER

001-636-00.5413

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Constable John Ellen	JONES	N/A

#### SUMMARY

The Constable Precinct 5 Office received interior and exterior detailing on a Law Enforcement vehicle in order to prepare the vehicle for new decals to be placed.





# INVOICE

Invoice #: 0274  
Invoice Date: Mar 23, 2021  
Due date: Mar 23, 2021

## Limitless Mobile

Limitless Mobile  
9901 Brodie Ln  
160-747  
Austin, TX 78748  
United States

limitlessmobileinc@yahoo.com  
<https://limitlessmobiledetailing.com/>

Amount due:  
**\$194.84**



Scan. Pay. Go

### Bill To:

alice.flores@co.hays.tx.us

Description	Quantity	Price	Amount
The Gold Detail (Suv/Truck) Interior/Exterior	1	\$179.99	\$179.99
Subtotal			\$179.99
Sales Tax (8.25%)			\$14.85
Total			<b>\$194.84 USD</b>

*Received*

**MAR 25 2021**

*Hays County Constable  
Precinct 5*



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Accept the Fiscal Year 2020 Hays County Emergency Services District #3 Audit Report per Texas Health and Safety Code 775.082.

#### ITEM TYPE

CONSENT

#### MEETING DATE

July 13, 2021

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Marisol Villarreal-Alonzo

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report dated June 25, 2021 is attached.



**HAYS COUNTY EMERGENCY SERVICES  
DISTRICT #3  
AUDITED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

**WILLIAMGRIMSLEY**  
Certified Public Accountant



# HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

## TABLE OF CONTENTS

---

	<u>Page</u>
<b>Independent Auditor's Report</b>	1-2
<b>Management's Discussion and Analysis</b>	3-7
<b>Basic Financial Statements</b>	
<b>Government- wide Financial Statements:</b>	
Statement of Net Position	8
Statement of Activities	9
<b>Fund Financial Statements:</b>	
Balance Sheet – Governmental Funds	10
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position	11
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds	12
Reconciliation of the Statement of Revenues, Expenditures and Changes in Governmental Fund Balances to the Statement of Activities	13
<b>Notes to Financial Statements</b>	14-24
<b>Required Supplementary Information:</b>	
Statement of Revenues, Expenditures, and Changes in Fund Balance-Budget to Actual - GAAP Basis	25
<b>Compliance and Internal Control Section:</b>	
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	26-27



# WILLIAM GRIMSLEY

CERTIFIED PUBLIC ACCOUNTANT

---

## INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners  
Hays County Emergency Services District #3  
San Marcos, Texas

### Report on the Financial Statements

I have audited the accompanying financial statements of the governmental activities and each major fund of Hays County Emergency Services District #3 (the District), as of and for the year ended December 31, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

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

### Auditor's Responsibility

My responsibility is to express opinions on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.



## **Opinion**

In my opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of December 31, 2020, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3-7 and page 25, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. I have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I do not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, I have also issued my report dated June 25, 2021, on my consideration of the District's internal control over financial reporting and on my tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of my testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



William Arthur Grimsley, CPA  
Gatesville, Texas  
June 25, 2021



## **MANAGEMENT'S DISCUSSION AND ANALYSIS**



# HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

## MANAGEMENT'S DISCUSSION AND ANALYSIS

---

*For the Year Ended December 31, 2020*

Our discussion and analysis of the Hays County Emergency Services District #3's (the District) financial performance provides an overview and analysis of the District's financial activities for the year ended December 31, 2020. Please read it in conjunction with the Independent Auditor's Report, the accompanying basic financial statements, and the notes to the financial statements.

### FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the year by \$6,968,062 (net position). Of this amount, \$1,175,307 is unrestricted and may be used to meet the District's future obligations.
- During the year, the District's revenues of \$3,159,416, exceeded its expenses of \$2,633,802, reflecting an increase in net position of \$525,614.
- The District's capital assets totaled \$7,813,553, net of accumulated depreciation, a decrease of \$131,122 from the prior year the net result of \$551,288 in additions less \$682,410 in depreciation and retirements.
- Debt at year-end of \$2,324,685 decreased by \$603,355, the result of principal payments on existing debt.

### Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains supplementary information in addition to the basic financial statements themselves.

**Government-wide Financial Statements.** The *government-wide financial statements* are designed to provide the readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all the District's assets, liabilities, and deferred inflows/outflows with the difference reported as net position. Over time, increases or decreases in the District's net position may serve as a useful indicator of whether its financial health is improving or deteriorating.



# HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

## MANAGEMENT'S DISCUSSION AND ANALYSIS

---

*For the Year Ended December 31, 2020*

The *statement of activities* presents information showing how the District's net position changed during the year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future periods. This may include uncollected taxes and other revenues or expenses that are appropriated for the current year even though cash is not received or expended until the following year. The government-wide financial statements can be found on pages 8-9 of this report.

**Fund Financial Statements.** A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental Funds.** Governmental funds are used to account for essentially the same functions reported in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate the comparison between governmental funds and governmental activities.

The District maintains two governmental funds, the General Fund and the Debt Service Fund. The basic governmental fund financial statements can be found on pages 10-13 of this report.

**Notes to the Financial Statements.** The notes provide narrative explanations or additional data needed for full disclosure in the government-wide statements and the fund financial statements. These can be found starting on page 14.



# HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

## MANAGEMENT'S DISCUSSION AND ANALYSIS

*For the Year Ended December 31, 2020*

### GOVERNMENT-WIDE FINANCIAL ANALYSIS

**Net Position.** Net assets exceed liabilities by \$6,968,062, however a large portion of the District's net position reflects its investment in capital assets less related debt used to acquire those assets that is still outstanding. The District uses these capital assets to provide services to its citizens; consequently, these assets are not available for future spending. Although the District's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. The following is a comparative summary of the District's net position as of December 31, 2020:

	NET POSITION			
	2020	2019	\$ Change	% Change
Current and other assets	\$ 2,014,774	\$ 1,800,614	\$ 214,160	11.9%
Capital assets, net	7,813,553	7,944,675	(131,122)	-1.7%
Total assets	9,828,327	9,745,289	83,038	0.9%
Current liabilities	503,376	374,802	128,574	34.3%
Long-term liabilities	2,324,685	2,928,040	(603,355)	-20.6%
Total liabilities	2,828,061	3,302,842	(474,781)	-14.4%
Net position:				
Net investment in capital assets	5,488,868	5,016,635	472,233	9.4%
Restricted	303,887	301,464	2,423	0.8%
Unrestricted	1,175,307	1,124,348	50,959	4.5%
Total net position	\$ 6,968,062	\$ 6,442,447	\$ 525,615	8.2%

**Changes in Net Position.** Revenues totaled \$3,159,416 for the year, an increase of \$196,295 or 6.6%. Property and sales taxes are the largest components of revenue, accounting for 83.7 % of total revenue. Expenses totaled \$2,633,802, an increase of \$255,633 or 10.7%, primarily from an increase in personnel costs and operating related expenditures. The following is a summary of the District's operations for the fiscal year 2020:



# HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

## MANAGEMENT'S DISCUSSION AND ANALYSIS

*For the Year Ended December 31, 2020*

### CHANGES IN NET POSITION

	2020	2019	\$ Change	% Change
Program Revenues:				
Charges for services	\$ 401,140	\$ 395,565	\$ 5,575	1.4%
Grant income	33,312	33,897	(585)	-1.7%
General Revenues:				
Tax revenues	2,645,099	2,412,765	232,334	9.6%
Interest income	11,366	10,291	1,075	10.4%
Other income	68,499	110,603	(42,104)	-38.1%
Total revenues	<u>3,159,416</u>	<u>2,963,121</u>	<u>196,295</u>	<u>6.6%</u>
Expenses:				
General government	2,555,535	2,280,074	275,461	12.1%
Interest on long-term debt	<u>78,267</u>	<u>98,095</u>	<u>(19,828)</u>	<u>-20.2%</u>
Total expenses	<u>2,633,802</u>	<u>2,378,169</u>	<u>255,633</u>	<u>10.7%</u>
Change in net position	<u>\$ 525,614</u>	<u>\$ 584,952</u>	<u>\$ (59,338)</u>	<u>-10.1%</u>

### FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

**Governmental Funds.** The focus of the District's governmental fund is to provide information on near-term inflows, outflows, and balances of spending resources. Such information is useful in accessing the District's financing requirements. In particular, unassigned and assigned fund balances may serve as a useful measure of the District's net resources available for spending at the end of the fiscal year.

As the District completed the year, its general fund (as presented in the balance sheet on page 10) reported a combined fund balance of \$1,485,245, (an increase from the prior year of \$78,573), driven primarily by tax revenues exceeding capital outlays and debt service requirements.

**Budget Highlights.** The District prepares its budget on a government-wide (full accrual) GAAP basis. Actual revenues were \$106,949 lower than the budget, primarily from the timing difference of a budgeted FEMA grant that is now anticipated to be received in the 2021 fiscal year. Actual expenditures were \$138,559 higher than the budget, primarily from Covid-19 response related expenses. Other financing uses were \$160,043 lower than budget, primarily from the budgeted FEMA grant expenditures referred to above. The net combination of these produced an unfavorable variance of \$85,465 in the net change in fund balance.

More detail is presented in the required supplementary information section on page 25.



# **HAYS COUNTY EMERGENCY SERVICES DISTRICT #3**

## **MANAGEMENT’S DISCUSSION AND ANALYSIS**

---

*For the Year Ended December 31, 2020*

### **CAPITAL ASSET AND DEBT ADMINISTRATION**

#### **Capital Assets**

At year-end, the District’s investment in capital assets totaled \$7,813,553, net of accumulated depreciation, a decrease of \$131,122 to the prior year, the net result of \$551,288 in additions less \$682,410 in depreciation and retirements. This year’s additions were primarily in station improvements, equipment, and vehicles.

More detailed information about the District’s capital assets is presented in the Notes to the Financial Statements on page 21.

#### **Debt**

At year-end, the District’s long-term debt was \$2,324,685, a decrease over the prior year of \$603,355. This decrease was the result of principal payments on existing debt. More detailed information about the District’s long-term debt is presented in the Notes to the Financial Statements starting on page 22.

### **ECONOMIC FACTORS AND NEXT YEAR’S BUDGET AND RATES**

The District’s appointed officials considered many factors when setting the fiscal year 2021 budget and tax rates. Some of those factors include the economy and the anticipated needs of the District for operations and capital outlay in the next year. The District adopted a government-wide \$2,933,867 budget, sufficient to provide for budgeted maintenance and operations, debt service, and capital improvements for the fiscal year 2021. It will be funded primarily through property and sales taxes. Additionally, management strongly anticipates the receipt of a FEMA grant during the fiscal year 2021.

### **CONTACTING THE DISTRICT’S FINANCIAL MANAGEMENT**

This financial report is designed to provide a general overview of the District’s finances for all those with an interest therein. Questions concerning any of the information provided in this report or requests for additional information should be addressed to: Sharon O’Brien, Hays County Emergency Services District #3, 3528 Hunter Road, San Marcos, Texas 78666.



## **BASIC FINANCIAL STATEMENTS**



# HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

## Statement of Net Position

For the Year Ended December 31, 2020

	Total Governmental Activities
<b>ASSETS:</b>	
Cash	\$ 1,278,187
Receivables:	
Property taxes, net	309,452
Sales tax	208,269
Texas Fire Academy fees	70,187
Prepaid expenses	132,100
Inventory and other assets	16,579
Total current assets	<u>2,014,774</u>
Capital assets:	
Land	118,715
Trucks, vehicles and boats	3,481,643
Stations	6,937,212
Furniture and fixtures	162,877
Computers and software	330,050
Equipment	1,773,716
Work in process	189,753
Less: accumulated depreciation	<u>(5,180,413)</u>
Total long-term assets	<u>7,813,553</u>
<b>Total assets</b>	<u><u>\$ 9,828,327</u></u>
<b>LIABILITIES:</b>	
Accounts payable	\$ 183,813
Accrued liabilities	35,005
Texas Fire Academy participant's deposits	284,558
Total current liabilities	<u>503,376</u>
Noncurrent liabilities:	
Due within one year	321,676
Due after one year	<u>2,003,009</u>
Total noncurrent liabilities	<u>2,324,685</u>
<b>Total liabilities</b>	<u><u>\$ 2,828,061</u></u>
<b>NET POSITION:</b>	
Net investment in capital assets	\$ 5,488,868
Restricted: debt service	303,887
Unrestricted	<u>1,175,307</u>
<b>Total net position</b>	<u><u>\$ 6,968,062</u></u>

The accompanying notes are an integral part of these financial statements.



# HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

## Statement of Activities

For the Year Ended December 31, 2020

Functions/Programs	Expenses	Program Revenues		Net (Expense)
		Charges for	Operating Grants	Revenue and Change
		Services	and Contributions	in Net Position
				Governmental
				Activities
Governmental activities	\$ 2,555,535	\$ 401,140	\$ 33,312	\$ (2,121,083)
Interest expense	78,267	-	-	(78,267)
Total primary government	<u>\$ 2,633,802</u>	<u>\$ 401,140</u>	<u>\$ 33,312</u>	<u>\$ (2,199,350)</u>
General Revenues:				
				1,070,669
				1,574,430
				11,366
				68,499
			<b>Total General Revenues</b>	<u>2,724,964</u>
			<b>Change in Net Position</b>	525,614
			<b>Net Position - Beginning of Year</b>	<u>6,442,448</u>
			<b>Net Position - End of Year</b>	<u>\$ 6,968,062</u>

The accompanying notes are an integral part of these financial statements.



# HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

## Balance Sheet - Governmental Funds

For the Year Ended December 31, 2020

	General Fund	Debt Service Fund	Total Governmental Fund
<b>ASSETS</b>			
Cash	\$ 974,300	\$ 303,887	\$ 1,278,187
Property tax receivable, net	309,452	-	309,452
Sales taxes receivable	208,269	-	208,269
Texas Fire Academy fees receivable	37,983	-	37,983
Prepaid assets	132,100	-	132,100
Inventory and other assets	16,579	-	16,579
<b>Total assets</b>	<u>\$ 1,678,683</u>	<u>\$ 303,887</u>	<u>\$ 1,982,570</u>
<b>LIABILITIES</b>			
Accounts payable	\$ 183,813	\$ -	\$ 183,813
Accrued liabilities	35,005	-	35,005
<b>Total liabilities</b>	<u>218,818</u>	<u>-</u>	<u>218,818</u>
<b>DEFERRED INFLOW OF RESOURCES</b>			
Unavailable revenue - property taxes	278,507	-	278,507
<b>Fund Balance</b>			
Nonspendable	148,679	-	148,679
Restricted - debt service	-	303,887	303,887
Committed	-	-	-
Unassigned	1,032,679	-	1,032,679
<b>Total fund balance</b>	<u>1,181,358</u>	<u>303,887</u>	<u>1,485,245</u>
<b>Total liabilities, deferred inflows of resources and fund balance</b>	<u>\$ 1,678,683</u>	<u>\$ 303,887</u>	<u>\$ 1,982,570</u>

The accompanying notes are an integral part of these financial statements.



# HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

## Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position

---

*For the Year Ended December 31, 2020*

Total fund balance (deficit) – governmental funds \$ 1,485,245  
Amounts reported for governmental activities in the statement  
of net position are different because:

Capital assets used in governmental activities are not financial  
resources and therefore are not reported in the fund. These  
assets consist of:

Land	\$ 118,715	
Trucks, vehicles and boats	3,481,643	
Stations	6,937,212	
Furniture and fixtures	162,877	
Computers and software	330,050	
Equipment	1,773,716	
Work in progress	189,753	
Accumulated depreciation	<u>(5,180,413)</u>	
Total capital assets		7,813,553

Long-term debt is not due and payable in the current period and,  
therefore, is not reported as a liability in the fund financial statement. (2,324,685)

Some liabilities (such as Texas Fire Academy deposits, and accrued  
interest payable) are not due and payable in the current period and,  
therefore, are not reported in the fund. (284,558)

Some revenues in the governmental fund are deferred because they are  
not collected within the prescribed time period after year end. On the  
accrual basis, however, those revenues would be recognized, regardless  
of when they are collected. 278,507

Net assets of governmental activities (page 8) \$ 6,968,062

The accompanying notes are an integral part of these financial statements.



# HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

## Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds

For the Year Ended December 31, 2020

	General Fund	Debt Service Fund	Total Governmental Fund
<b>Revenues:</b>			
Tax revenues	\$ 2,583,552	\$ -	\$ 2,583,552
Charges for services	440,079	-	440,079
Interest	8,943	2,423	11,366
Other income	29,509	-	29,509
<b>Total Revenues</b>	<b>3,062,083</b>	<b>2,423</b>	<b>3,064,506</b>
<b>Expenditures:</b>			
Apparatus	131,634	-	131,634
Communications	69,438	-	69,438
General and administrative	125,484	-	125,484
Personnel (including benefits)	864,046	-	864,046
Training	50,712	-	50,712
Texas Fire Academy	468,782	-	468,782
Station repairs, maintenance and supplies	127,245	-	127,245
Debt service - principal	603,355	-	603,355
Debt service - interest	78,267	-	78,267
Capital outlay	503,488	-	503,488
<b>Total Expenditures</b>	<b>3,022,451</b>	<b>-</b>	<b>3,022,451</b>
<b>Excess of Revenues Over Expenditures</b>	<b>39,632</b>	<b>2,423</b>	<b>42,055</b>
<b>Other Financing Sources (Uses):</b>			
Grant proceeds	33,312	-	33,312
Grant expenditures	(35,784)	-	(35,784)
Insurance and asset sale proceeds	38,990	-	38,990
<b>Total other financing sources (uses)</b>	<b>36,518</b>	<b>-</b>	<b>36,518</b>
<b>Net Change in Fund Balance</b>	<b>76,150</b>	<b>2,423</b>	<b>78,573</b>
<b>Fund Balance, Beginning of Year</b>	<b>1,105,208</b>	<b>301,464</b>	<b>1,406,672</b>
<b>Fund Balance, End of Year</b>	<b>\$ 1,181,358</b>	<b>\$ 303,887</b>	<b>\$ 1,485,245</b>

The accompanying notes are an integral part of these financial statements.



# **HAYS COUNTY EMERGENCY SERVICES DISTRICT #3**

## **Reconciliation of the Statement of Revenues, Expenditures and Changes in Governmental Funds to the Statement of Activities**

---

*For the Year Ended December 31, 2020*

Net change in fund balance – total governmental fund	\$ 78,573
Amounts reported for governmental activities in the statement of activities (page 9) are different because:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays were lower than depreciation in the current period.	(112,428)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenue in the governmental fund. This is the net change from the previous period.	61,547
Texas Fire Academy class registration fees received in advance are deferred in the statement of activities, but provide current financial resources and accordingly are reported as revenue in the governmental fund. This is the net change from the previous period.	(38,940)
The write-off of asset disposals is not a use of resources in the governmental fund. This the loss on asset disposals in the current period.	(66,493)
Repayment of principal on debt is an expenditure in the governmental funds, but the repayment reduces long-term debt in the statement of net position.	<u>603,355</u>
Change in net position of governmental activities (page 9)	<u><u>\$ 525,614</u></u>

The accompanying notes are an integral part of these financial statements.



## **NOTES TO THE BASIC FINANCIAL STATEMENTS**



# HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

## Notes to the Financial Statements

---

*For the Year Ended December 31, 2020*

### **Note 1- Summary of Significant Accounting Policies**

The accounting policies of the Hays County Emergency Services District #3 (the District) conform to generally accepted accounting principles (GAAP) in the United States of America, applicable to state and local governments. The Governmental Accounting Standards Board (GASB) is the accepted standards-setting body for established governmental accounting and financial reporting principles. The more significant of the District's policies are described below.

#### **A. The Reporting Entity**

The District is a governmental unit of the state of Texas that was formed in July 1998. The District's role is to collect taxes from the citizens of its respective district and utilize those collections for emergency services. Those services include fire and allied services, first responder, water rescue, and the provision of a training academy. The Commissioners of the District are an appointed Board by the Hays County Commissioners to oversee and guide the various activities of the District.

The District has adopted GASB Statement No. 61, *The Financial Reporting Entity: Omnibus*. Using these criteria, the District is not a component unit of any other reporting entity and has no component units.

#### **B. Government-Wide Financial Statements**

The government-wide financial statements (i.e. the *Statement of Net Position* and the *Statement of Activities*) report information on all of the non-fiduciary activities of the District.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods or services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.



# HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

## Notes to the Financial Statements

---

*For the Year Ended December 31, 2020*

### C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are reported when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within thirty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to claims and judgments, are recorded only when payment is due.

The District reports the following major governmental funds:

General Fund - The general fund is the District's primary operating fund. It is used to account for all financial resources of the general government except those required to be accounted for in another fund.

Debt Service Fund - The debt service fund is used to account for resources accumulated for the payment of principal and interest on long-term debt, as required by the loan agreement dated May 23, 2014, associated with the construction of the Hunter Road Station.



# HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

## Notes to the Financial Statements

---

*For the Year Ended December 31, 2020*

### D. Cash and Cash Equivalents

Cash and cash equivalents are short-term highly liquid investments that are readily convertible to known amounts of cash and so near maturity that there is not significant risk of changes in value due to changes in interest rates.

### E. Accounts Receivable

Accounts receivable consists of property tax, sales tax and amounts due from participants of the Texas Fire Academy (TFA), as of December 31, 2020. The District does not record an allowance for uncollectable accounts, supported by historical collections.

### F. Inventories and Prepaid Items

Inventories of consumable supplies are valued at cost using the first in/first out method. The costs of government fund inventories are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future periods and are recorded as prepaid items in both the government-wide and fund financial statements. In the fund financial statements this asset is offset by a reservation of fund balance which indicates they do not represent "available spendable resources." The costs of prepaid items are recorded as expenditures when consumed rather than when purchased.

### G. Capital Assets

All capital assets are capitalized at cost (or estimated historical cost) at the time of acquisition and updated for additions and retirements during the year. The District does not possess any infrastructure. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not. Depreciation is calculated on a straight-line basis. Estimated useful lives are as follows:

Furniture and Fixtures	5 Years
Fire Trucks/Equipment	10 Years
Stations	30 Years



# HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

## Notes to the Financial Statements

---

*For the Year Ended December 31, 2020*

### H. Texas Fire Academy Deposits

Texas Fire Academy deposits consist of payments made by participants in advance of the applicable training program.

### I. Deferred Outflows/Inflows of Resources

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

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has only one item that qualifies for reporting in this category. Accordingly, the item, *unavailable revenue-property taxes*, is reported in the governmental funds balance sheet. These amounts are deferred and recognized as an inflow of resources in the periods the amounts become available.

### J. Equity Classifications

In the government-wide financial statements, equity is shown as net position and classified into three components:

*Net investment in capital assets* – Capital assets, net of accumulated depreciation, reduced by the outstanding balance of any bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.

*Restricted* – Consists of assets with constraints placed on the use either by: 1) external groups, such as creditors, grantors, contributors, or laws or regulations of other governments or 2) imposed law through constitutional provisions or enabling legislation. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed.



# HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

## Notes to the Financial Statements

---

*For the Year Ended December 31, 2020*

*Unrestricted* – All other net assets that do not meet the definition of “net investment in capital assets” or “restricted”.

The District reports governmental fund balances by the five following classification:

*Nonspendable* – Amounts that cannot be spent because they are either (a) not in a spendable form or (b) legally or contractually required to be maintained intact.

*Restricted* – Amounts with restrictions that are externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or imposed by law through constitutional provisions or enabling legislation.

*Committed* – Amounts that can only be used for specific purposes, imposed by formal action of the District’s highest level of decision making authority. In the case of the District, it is the District’s Board of Commissioners, and the formal action would be an ordinance to modify or rescind the commitment.

*Assigned* – Amounts constrained by District management’s intent to be used for specific purposes but not formally restricted by external resources or committed by the District’s Board of Commissioners.

*Unassigned* – Amount of the remaining fund balance not in any of the other classifications.

For the classification of fund balances, the District considers restricted amounts to have been spent first when an expenditure is incurred for the purpose for which restricted and unrestricted fund balance is available. Expenditures are to be spent from restricted fund balances first, followed by committed, assigned, and lastly unassigned fund balance.

### K. Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimations and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from these estimates.



# HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

## Notes to the Financial Statements

---

*For the Year Ended December 31, 2020*

### **Note 2 – Cash Deposits**

#### **Legal and Contractual Provisions, Governing Deposits and Investments**

The funds of the District must be deposited and invested under the terms of a contract, contents of which are set out in the Depository Contract Law. The depository bank places approved pledged securities for safekeeping and trust with the District's agent bank in an amount sufficient to protect District funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the depository bank's dollar amount of Federal Deposit Insurance Corporation ("FDIC") insurance.

At December 31, 2020, the carrying amount of the District's cash deposits was \$1,278,187 and the bank balance was \$1,350,611, all of which were covered by FDIC insurance and pledged securities.

The **Public Funds Investment Act** (Government Code Chapter 2256) contains specific provisions in the areas of investment practices, management reports and establishment of appropriate policies. Among other things, it requires the District to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, (9) and bid solicitation preferences for certificates of deposit. Statutes authorize the District to invest in; (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas; (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) banker's acceptances, (7) mutual funds, (8) investment pools, (9) guaranteed investment contracts, (10) and common trust funds. The Act also requires the District to have independent auditors perform test procedures related to investment practices as provided by the Act. The District did not have invested funds at December 31, 2020.

#### **Policies, Governing Deposits and Investments**

In compliance with the Public Funds Investments Act, the District has adopted a deposit and investment policy. That policy addresses the following risks:



# HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

## Notes to the Financial Statements

---

*For the Year Ended December 31, 2020*

**Custodial Credit Risk – Deposits:** This is the risk that in the event of bank failure, the District's deposits may not be returned to it. The District was not exposed to custodial credit risk since its deposits at year-end and during the year ended December 31, 2020, were covered by depository insurance or by pledged collateral held by the District's agent bank in the District's name.

**Custodial Credit Risk – Investments:** This is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. Investments are subject to custodial credit risk only if they are evidenced by securities that exist in physical or book entry form. Thus positions in external investment pools are not subject to custodial credit risk because they are not evidenced by securities that exist in physical or book entry form.

**Other Credit Risk:** This is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. To minimize credit risk, investment policies of the District's investment pools allow the portfolio's investment manager to only invest in obligations of the U.S. Government and its agencies; repurchase agreements; and no-load AAA money market mutual funds registered with the SEC.

### **Note 3 – Property Taxes**

The District has the authority to levy a tax to a maximum of \$.10 per \$100 of assessed property values. Property taxes are levied each October 1 on the assessed valuation of all taxable property within the District's boundaries. The tax rate for the October 1, 2020, levy was \$.0970 per \$100 of appraised value. Taxes are due on receipt of the bill and are delinquent if not paid before February 1 of the year following the levy. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are assessed, billed and collected by the Hays County Tax Assessor.

### **Note 4 – Sales Tax Revenue**

As of the May 10, 2008, election, the District was approved to receive a one and a half cent (\$.015) sales tax revenue within the District's applicable boundaries. On the May 11, 2013, election, the District was approved to receive an additional half cent (\$.005) local sales and use tax, effective October 1, 2013, for a portion of the City of Wimberley that does not include the Wimberley Library District.



# HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

## Notes to the Financial Statements

For the Year Ended December 31, 2020

### Note 5 – Capital Assets

The following is a summary of changes in capital assets for the year:

	Balance 12/31/2019	Additions	Retirements	Balance 12/31/2020
Capital assets not being depreciated:				
Land	\$ 96,450	\$ 22,265	\$ -	\$ 118,715
Work-in-process	57,181	329,514	(196,942)	189,753
Total	153,631	351,779	(196,942)	308,468
Capital assets being depreciated:				
Stations	6,914,283	22,930	-	6,937,213
Equipment	1,503,804	300,705	(30,793)	1,773,716
Trucks, vehicles, and boats	3,542,704	57,404	(118,466)	3,481,642
Furniture and fixtures	152,676	10,201	-	162,877
Computers and software	324,839	5,211	-	330,050
Total capital assets being depreciated	12,438,306	396,451	(149,259)	12,685,498
Total capital assets	12,591,937	748,230	(346,201)	12,993,966
Less: accumulated depreciation	(4,647,262)	(615,916)	82,765	(5,180,413)
Net capital assets	\$ 7,944,675	\$ 132,314	\$ (263,436)	\$ 7,813,553

Depreciation was charged to functions within the primary government as follows:

General Administration	\$ 591,552
Texas Fire Academy	24,364
Total	\$ 615,916



## HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

### Notes to the Financial Statements

*For the Year Ended December 31, 2020*

#### **Note 6 – Debt**

The following is a summary of changes in debt for the year:

Notes Payable:	Origination Date	Maturity Date	Interest Rate	Balance 12/31/2019	Additions	Retirements	Balance 12/31/2020
2019 Pierce Enforcer	2/21/2018	2/16/2023	2.70%	\$ 421,158	\$ -	\$ (129,072)	\$ 292,086
Hunter Road Station	5/23/2014	5/16/2029	3.00%	2,506,882	-	(474,283)	2,032,599
				<u>\$ 2,928,040</u>	<u>\$ -</u>	<u>\$ (603,355)</u>	<u>\$ 2,324,685</u>

On February 21, 2018, the District entered into a loan agreement with Sage Capital Bank for the purchase of a 2019 Pierce Enforcer fire vehicle, of \$649,133. The loan matures on February 16, 2023 and carries an interest rate of 2.70% and is secured by the vehicle financed. For the year ended December 31, 2020, principal payments of \$129,072 were made and interest of \$9,920 was paid.

At December 31, 2020, future debt service requirements are as follows:

#### 2019 Pierce Enforcer note:

Year	Principal	Interest	Total
2021	\$ 132,745	\$ 6,246	\$ 138,991
2022	136,374	2,617	138,991
2023	22,967	198	23,165
Total	<u>\$ 292,086</u>	<u>\$ 9,061</u>	<u>\$ 301,147</u>

On May 23, 2014, the District entered into a loan agreement with Sage Capital Bank for the construction of a new fire station on Hunter Road, in the amount of \$4,400,000. The loan matures on March 16, 2029 and carries an interest rate of 3.00%. Monthly payments are based on an amortization period of twenty years with a balloon payment of the balance on March 16, 2029. For the year ended December 31, 2020, principal payments of \$474,283 were made and interest



## HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

### Notes to the Financial Statements

---

*For the Year Ended December 31, 2020*

of \$68,931 was paid. The loan is secured by the assignment of Ad Valorem Taxes and required the establishment of a debt service fund equivalent to the note payments due during each fiscal year. Accordingly, \$303,887 is reported as restricted assets in the statement of net position and the governmental balance sheet. As of the year ended December 31, 2020, the District was in compliance with the loan agreement.

At December 31, 2020, future debt service requirements are as follows:

Hunter Road Station note:

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 184,763	\$ 58,451	\$ 243,214
2022	190,383	52,831	243,214
2023	196,173	47,041	243,214
2024	202,140	41,074	243,214
2025	208,288	34,926	243,214
2026-2029	1,050,852	74,393	1,125,245
Total	<u>\$ 2,032,599</u>	<u>\$ 308,716</u>	<u>\$ 2,341,315</u>

#### **Note 7 – Related Party Transactions**

The District utilizes a contract consultant for some of the accounting duties such as overseeing the full-time administrative assistant and other related bookkeeping duties. This individual also serves as the Secretary/Treasurer of the District and additionally is an authorized check signer on the District's bank accounts. The amount paid for the year ended December 31, 2020, was \$65,262. The District's legal counsel prepared an Affidavit which was signed by the related party individual on July 30, 2008, which reflects it is legal for this individual to act in the capacity of a Commissioner and a contract consultant.



## **HAYS COUNTY EMERGENCY SERVICES DISTRICT #3**

### **Notes to the Financial Statements**

---

*For the Year Ended December 31, 2020*

#### **Note 8 – Risk Management**

The District is exposed to various risks of loss including general liability, property damage, and worker's compensation. The District insures against risk through Texas Mutual Insurance Company, for worker's compensation and American Alternative Insurance Corporation for its general liability and property damage.

#### **Note 9 – Subsequent Events**

In preparing these financial statements, the District has evaluated events and transactions for potential recognition of disclosure through June 25, 2021, the date the financial statements were available to be issued. No adjustments to the financial statements were required as a result of the District's evaluation.



## **REQUIRED SUPPLEMENTARY INFORMATION**



**HAYS COUNTY EMERGENCY SERVICES DISTRICT #3**  
**Statement of Revenues, Expenditures, and Changes in Fund**  
**Balance - Budget to Actual - GAAP Basis**

*For the Year Ended December 31, 2020*

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
<b><u>Revenues</u></b>				
Tax revenue	\$ 2,311,981	\$ 2,610,000	\$ 2,645,099	\$ 35,099
Charges for services	432,000	410,800	401,140	(9,660)
Grant income	22,375	164,975	33,312	(131,663)
Interest income	10,350	11,600	11,366	(234)
Other income	25,000	30,000	29,509	(491)
Total General Revenue	<u>2,801,706</u>	<u>3,227,375</u>	<u>3,120,426</u>	<u>(106,949)</u>
<b><u>Expenditures</u></b>				
Apparatus	122,600	135,500	131,634	3,866
Communications	75,900	76,000	69,438	6,562
General and administrative	194,825	153,865	191,978	(38,113)
Personnel (including benefits)	731,450	791,300	864,046	(72,746)
Member training	87,500	52,200	50,712	1,488
Texas Fire Academy	397,475	424,200	468,782	(44,582)
Station repairs, maintenance and supplies	103,300	132,900	127,245	5,655
Depreciation	618,000	615,000	615,916	(916)
Debt service - interest	78,494	78,494	78,267	227
Total Expenses	<u>2,409,544</u>	<u>2,459,459</u>	<u>2,598,018</u>	<u>(138,559)</u>
<b>Excess (Deficit) of Revenues Over Expenditures</b>	<u>392,162</u>	<u>767,916</u>	<u>522,408</u>	<u>(245,508)</u>
<b><u>Other Financing Sources (Uses)</u></b>				
Grant expenditures	(11,000)	(193,737)	(35,784)	157,953
Insurance proceeds	16,000	36,900	38,990	2,090
Total other financing sources (uses)	<u>5,000</u>	<u>(156,837)</u>	<u>3,206</u>	<u>160,043</u>
<b>Net Change in Fund Balance</b>	<u>\$ 397,162</u>	<u>\$ 611,079</u>	<u>\$ 525,614</u>	<u>\$ (85,465)</u>



## **COMPLIANCE/INTERNAL CONTROL SECTION**



# WILLIAMGRIMSLEY

## CERTIFIED PUBLIC ACCOUNTANT

---

### INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Commissioners  
Hays County Emergency Services District #3  
San Marcos, Texas

I have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Hays County Emergency Services District #3 (the District), as of and for the year ended December 31, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued my report, thereon, dated June 25, 2021.

#### Internal Control Over Financial Reporting

In planning and performing my audit of the financial statements, I considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing my opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, I do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those in charge of governance.



My consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during my audit, I did not identify any deficiencies in the internal control that I consider material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatements, I performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of my audit, and accordingly, I do not express such an opinion. The results of my tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of my testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in blue ink, appearing to read 'William Grimsley', with a stylized flourish at the end.

William Grimsley, CPA  
Gatesville, Texas  
June 25, 2021



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Ratify the execution of a \$1,015 proposal from Beckwith Electronic Systems, LLC for repairs needed to the Audio/Visual system located in Courtroom 7 of the Hays County Government Center.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 13, 2021	\$1,015

#### LINE ITEM NUMBER

001-695-00.5451

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Requires an exemption from the Hays County Purchasing Policy requirement to obtain 3 quotes.

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

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

#### SUMMARY

The POE Network Switch for the Government Center Courtroom 7 Audio/Visual systems has failed and needed to be replaced in order to display video/audio during court sessions.

Building Maintenance and Countywide Operations is also requesting that Beckwith Electronic Systems, LLC be exempt from the Purchasing Policy requirements to obtain 3 quotes. Beckwith Electronic Systems was the contractor used during the Government Center build out of the current courtrooms that are in use. The system was customized for our District Courts and County Court at Law Judges in order to provide consistency throughout all courtrooms. Additionally, Beckwith installed the wiring and configuration for the remaining courtrooms for future build outs. Due to the existing infrastructure that was put in place, it is necessary to utilize Beckwith for current and all future repairs and upgrades needed to the system. Funds are available within the Building Maintenance budget for the needed repairs.

Attachment: Beckwith Electronics Proposal



## Work Order Estimate: 452

**Serv. Site:** Hays County Government Center

**Address:** 610 Stagecoach Trail  
 San Marcos, TX 78666 US

**Req. By:** Chris Deichmann **On:** 06/21/2021

**Phone:** 512-554-9261

**Customer:** Hays County Government Center

**Address:** 712 S. Stagecoach Trail  
 San Marcos, TX 78666 US

**Contact:** Chris Deichmann

**Phone:** 512-554-9261

**Email:** chris.deichmann@co.hays.tx.us

**Scope Seq: 1 Equipment Installation**

Replace POE network switch for courtroom # 7 AV system

**Labor**

Seq.	Qty.	Craft Description	Class Description
1	4.00		115.00 460.00

**Misc.**

Seq.	Qty.	Description		
1	1.00	TRENTnet 26-Port PoE+ AV Switch	500.00	500.00
2	1.00	<30 Miles Trip Fee	55.00	55.00

**Estimate Flat Price Details**

Taxable		Non Taxable		Totals	
<b>Equipment:</b>	0.00	<b>Equipment:</b>	0.00	<b>Equipment:</b>	0.00
<b>Labor:</b>	0.00	<b>Labor:</b>	515.00	<b>Labor:</b>	515.00
<b>Material:</b>	0.00	<b>Material:</b>	0.00	<b>Material:</b>	0.00
<b>Subcontract:</b>	0.00	<b>Subcontract:</b>	0.00	<b>Subcontract:</b>	0.00
<b>Other:</b>	500.00	<b>Other:</b>	0.00	<b>Other:</b>	500.00

**Notes:**

- a) Beckwith does not assume liability nor warranty any existing equipment or cabling
- b) The prices within this estimate are subject to change.
- c) All Beckwith work will be done during normal working hours
  - i) Monday thru Friday
  - ii) 7:30am-4:30pm.
  - iii) If Overtime is required for any reason, Beckwith's additional labor costs shall be considered an additional charge and charged to the customer
- d) Beckwith shall schedule this service based on first come first serve basis
- e) This proposal is valid for 30 days from the date herein

**Sub Total:** 1,015.00  
**Tax Basis:** 500.00  
**Tax Total:** 0.00  
**Price Total:** 1,015.00

**Terms:**

- a) This proposal does not provide retainage
- b) All invoices are due upon receipt
- c) Return goods are subject to 25% restocking charges and no credit will be allowed on goods returned without written authorization from Beckwith
- d) 1.5% per month (18% annually) will be charged on all past due invoices

Signature:

Date:

Printed Name:

Title:

PO#:



## 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 Constable Pct. 4 Office to utilize salary savings to purchase the Set-Up and Configuration for the Android and IOS Hardware Platform from Tyler Technologies, Inc. valued at \$2,000; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(7)(D) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 13, 2021	\$2,000

#### LINE ITEM NUMBER

001-638-00.5718\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(7)(D) for components for equipment.

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Ron Hood	SMITH	N/A

#### SUMMARY

The Constable's Office current eTicket Writers (mod. MC75s, MC67s, and MC65s) operate on the Windows Mobile Platform, which is no longer supported by Windows. Therefore, the Security Packages that Tyler Technology/Brazos deploys to these devices will no longer be supported/updated as of December 2021. There are two (2) platforms designed by Tyler Technology/Brazos for the eTicket Writers; Android and IOS. For the Constable's Office to move to these new platforms Tyler Technology/Brazos will need to build the platform for this office at a cost of \$2,000. Funds are available within the Constable's operating budget due to attrition to fund this request.

##### Budget Amendment:

Increase 001-638-00.5718\_400 Software Operating

Decrease 001-638-00.5021 Staff Salaries



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the acceptance of a grant award from The Office of the Attorney General to the Sheriff's Office Criminal Investigation Division for the investigations of Internet Crimes Against Children (ICAC) and amend the budget accordingly.

#### ITEM TYPE

CONSENT

#### MEETING DATE

July 13, 2021

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

001-618-99-111]

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Sheriff Gary Cutler

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

The Sheriff's Office Criminal Investigations Division are highly active members of the Internet Crimes Against Children (ICAC) Task Force Program. The Attorney General has awarded up to \$3,000 to the Sheriff's Office for the use of equipment dedicated to the investigation of child exploitation cases.

The Criminal Investigations Division is requesting to use the award on the following equipment: weighted dolls, HDMI cables, and hard drives.

Grant Number: 2005999

Grant Period: May 1, 2021 - August 31, 2021

Budget Amendment

Increase .4301 Intergovernmental Revenue \$3,000

Increase .5202 Data Processing Supplies \$2,300

Increase .5391 Miscellaneous \$615

Attachment: FY 2021 Approved Budget



<b>OAG ICAC Sub-Award Grant Request</b>			
<b>Contact Information for Agencies Requesting an OAG ICAC Sub-Award Grant</b>			
<i>Please fill out the cells below and provide the following information for your agency</i>			
<b>Agency Name</b>		Hays County Sheriff's Office	
<b>Grant Contact (The person the OAG contacts directly for an immediate response and/or changes regarding the grant contract.)</b>			
<b>Title</b>	Lieutenant		
<b>Name</b>	Michael Briggs		
<b>Phone</b>	512-393-7822		
<b>Email</b>	michael.briggs@co.hays.tx.us		
<b>Authorized Official (The person authorized to apply for, accept, decline, or cancel the grant. This person signs all grant adjustment requests, inventory reports, progress reports and financial reports as well as any other official documents related to the grant.)</b>			
<b>Title</b>	Captain		
<b>Name</b>	Mark Cumberland		
<b>Phone</b>	512-393-7808		
<b>Email</b>	mark.cumberland@co.hays.tx.us		
<b>Financial Contact (The person the OAG contacts with inquiries regarding budget and/or invoice expenditure reimbursements.)</b>			
<b>Title</b>	First Assistant County Auditor		
<b>Name</b>	Vickie Dorsett		
<b>Phone</b>	512-393-2275		
<b>Email</b>	vickie.dorsett@co.hays.tx.us		
<b>OAG ICAC Sub-Award Grant Budget Request</b>			
Complete the Budget below for the costs requested to be covered by an OAG ICAC Sub-Award Grant. For the Equipment, Supplies, and Other Direct Operating Expenses Budget Categories, the "Cost Requested on this OAG Grant" will auto-calculate based on the quantity requested and the cost per unit of item. Travel sub-totals, Categorical totals, and Total Amount Requested for OAG ICAC Sub-Award grant will also auto-calculate.			
<b>TRAVEL</b>			
Travel Purpose (name of Conference or Training)	Number of Staff included in Requested Travel	Expense Type	Cost Requested on this OAG Grant
<b>Training 1</b>			
		Airfare/Mileage	
		Hotel	
		Per diem	
		Car Rental/Shuttle	
		Parking	
		Misc./Hotel Tax	
		TOTAL	\$ -
<b>Training 2</b>			
		Airfare/Mileage	
		Hotel	
		Per diem	
		Car Rental/Shuttle	
		Parking	
		Misc./Hotel Tax	
		TOTAL	\$ -
<b>Total Travel Requested</b>			<b>\$ -</b>



## TRAVEL NARRATIVE

Provide a justification for each Travel request describing how the Travel supports the goal of the ICAC grant and Task Force. Ensure to include the number staff

**EQUIPMENT** (an article of non-expendable, tangible personal property having a useful life of more than one (1) year and a per unit acquisition cost which equals the lesser of the capitalization level established by the grantee for financial statement purposes or \$5,000.)

purposes of \$0,000.)			
Item	Quantity Requested	Cost Per Unit	Cost Requested on this OAG Grant
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Equipment Requested</b>			<b>\$ -</b>

## EQUIPMENT NARRATIVE

Provide a summary justification describing how the Equipment items requested supports the goal of the ICAC grant and Task Force.

**SUPPLIES** (consumable items directly related to the day to day operations of the ICAC program. Computers, regardless of cost, should be requested in Supplies.)

Item	Quantity Requested	Cost Per Unit	Cost Requested on this OAG Grant
Aori Lifelike Reborn Baby Boy Doll weighted	1	\$ 60.00	\$ 60
			\$ -
Aori Lifelike Reborn Baby Girl Doll weighted	1	\$ 60.00	\$ 60
			\$ -
Teach A Bodies Life Size Child Dolls	1	\$ 495.00	\$ 495
			\$ -



Mini DisplayPort to HDMI Cable iVanky 6.6ft Nylon		\$	-
Braided Thunderbolt to HDMI Cable for Surface Pro	20	\$ 10.00	\$ 200
		\$	-
Seagate BarraCuda 6TB 5400 RPM 256MB Cache		\$	-
SATA 6.0Gb/s Internal Hard Drive Drive	15	\$ 140.00	\$ 2,100
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Total Supplies Requested		\$	2,915

**SUPPLIES NARRATIVE**

Provide a summary justification describing how the Supplies items requested supports the goal of the ICAC grant and Task Force.

The Aori Lifelike Reborn Baby Dolls (Boy and Girl) and the Teach A Bodies Life Size Child Dolls will be utilized in child investigations. These dolls can assist in our investigations in many facets and are great tools that are absolutely needed. The Seagate BarraCuda ST6000DM003 6TB 5400 RPM 256MB Cache SATA 6.0Gb/s 3.5" Internal Hard Drives will be used to store extracted data from computers, phones etc. As we have found that with most of our ICAC cases the data extractions are very large. These hard drives are a cost-effective storage solution for laptop and desktop computers. The Mini DisplayPort to HDMI Cable iVanky 6.6ft Nylon Braided Thunderbolt to HDMI Cable for Surface Pro will assist in investigations by allowing investigators to plug in their Surface Pro laptops to larger monitors in conference rooms in order to plan out operations and give case summaries with large groups of people.

**OTHER DIRECT OPERATING EXPENSES (ODOE)** [costs not included in other budget categories and which are directly related to the day-to-day operation of the ICAC program. Software and Conference Registrations should be included in ODOE.]

[illegible]



			\$	-
			\$	-
<b>Total ODOE Requested</b>			\$	-
<b>OTHER DIRECT OPERATING EXPENSES NARRATIVE</b>				
Provide a summary justification describing how the ODOE items requested supports the goal of the ICAC grant and Task Force.				
<b>Total Amount Requested for OAG ICAC Sub-Award Grant</b>			\$	2,915



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the Sheriff's Office to use salary savings to purchase 38 replacement Surface Pro Laptops valued at \$54,588 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 13, 2021	\$54,588

#### LINE ITEM NUMBER

001-618-00]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The Sheriff's Office is requesting to use salary savings to purchase 30 out-of-warranty surface pro's for patrol; the expired warranties range from 2017's to 2019's. The S.O. is also asking to buy an additional eight that are no longer usable.

The total cost for 38 replacement Surface Pro's with a warranty is \$52,028.00. Information Technology recommends purchasing surface pro consumables totaling \$2,560.00. Consumables include keyboard covers, cases, and additional power supplies. Salary savings have been identified to fund this request.

##### Budget Amendment

001-618-00.5021 Staff Salaries (\$54,588)

001-618-00.5202 Data Processing Supplies \$2,560

001-618-00.5712 400 Computer Equipment Operating \$52,028



## 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 two Texas Workforce Commission Information Release Contract Amendments for the Hays County Criminal District Attorney's Office and the Hays County Sheriff's Office.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 13, 2021	\$1,500 per entity per year

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
MAU/CUTLER	INGALSBE	N/A

#### SUMMARY

See attached material. The current contracts for the DA's Office and the Sheriff's Office are set to expire on July 31, 2021. The attached amendments extend the current contracts for another year for the DA's Office and the Sheriff's Office.



## TEXAS WORKFORCE COMMISSION

## INFORMATION RELEASE CONTRACT AMENDMENT

INFORMATION RELEASE					
<b>TWC Contract Number</b>	<b>2920PEN060</b>	<b>Amendment Number</b>	<b>1</b>	<b>Effective Date</b>	<b>August 1, 2021</b>
<b>Recipient</b>					
Name	Hays County for the benefit of Hay's County Sheriff's Office				
Mailing Address	810 Stagecoach Trail				
City/State/Zip	San Marcos, TX 78666				
Telephone Number	512-393-7822				
<b>Remarks</b>					
This amendment is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Information Release Amendment and any referenced attachments.					
<b>Amendment Detail</b>					
<b>Contract Period</b>					
<input checked="" type="checkbox"/> The Contract Period is amended as follows: Current End Date: <u>July 31, 2021</u> Amended End Date: <u>July 31, 2022</u>					
<input type="checkbox"/> There are <b>no</b> changes to the Contract Period pursuant to this amendment.					
<b>General Terms and Conditions</b>					
<input type="checkbox"/> The General Terms and Conditions are amended as follows:					
<input checked="" type="checkbox"/> There are <b>no</b> changes to the General Terms and Conditions pursuant to this amendment.					
<b>Attachment A: Statement of Work - Project Obligations</b>					
<input checked="" type="checkbox"/> Attachment A: Statement of Work - Project Obligations is amended as follows:					
<ul style="list-style-type: none"> <li>Revised Sections: 3.1.1, 3.1.4 was inserted and subsequent sections renumbered, and 4.1. changes are bolded.</li> </ul>					All
<input type="checkbox"/> There are <b>no</b> changes to the Statement of Work - Project Obligations pursuant to this amendment.					
<b>Contract Amount</b>					
<input checked="" type="checkbox"/> Contract amount is amended as follows:					<b>Total Amended Contract Amount</b>
<ul style="list-style-type: none"> <li>Contract will increase by \$1,500.00/yr. for one year.</li> </ul>					
<input type="checkbox"/> There are <b>no</b> changes to the contract amount pursuant to this amendment.					<b>\$3,000.00</b>
<b>Changes to Other than the Above Categories</b>					
<input type="checkbox"/> Other:					
<input checked="" type="checkbox"/> There are <b>no</b> other changes to the document pursuant to this amendment.					



**Signature Authority**

The person signing this contract amendment on behalf of Recipient hereby warrants that he or she has been fully authorized by the organization to:

- Execute this grant award amendment on behalf of the organization, and
- Validly and legally bind the organization to all the terms, performances, and provisions of this contract amendment.

<b>Amendment Approval</b>	<b>Amendment Acceptance</b>
Agency: <b>Texas Workforce Commission</b>  <div style="display: flex; justify-content: space-between;"> <div data-bbox="97 520 305 571"><i>Heather Hall</i></div> <div data-bbox="639 529 779 562">6/14/2021</div> </div> <div style="display: flex; justify-content: space-between;"> <div data-bbox="97 577 438 653">Heather Hall Chief Information Officer</div> <div data-bbox="751 577 823 611">Date</div> </div>	Recipient: <b>Hays County for the benefit of Sheriff's Office</b>  <div style="display: flex; justify-content: space-between;"> <div data-bbox="852 577 1110 653">Ruben Becerra Hays County Judge</div> <div data-bbox="1500 577 1572 611">Date</div> </div>



TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

Revised Attachment A

INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION  
AND  
HAYS COUNTY FOR THE BENEFIT OF  
HAY'S COUNTY SHERIFF'S OFFICE

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

- 1.1 Contract Purpose. The purpose of this Contract is to provide Recipient with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.
- 1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Recipient is authorized to use TWC Information solely for the following purpose: to assist in criminal investigations; to assist in locating defendants, witnesses and fugitives in criminal cases; to assist in locating persons with outstanding warrants and to assist in locating probation absconders (the "Limited Purpose"). Any other use of TWC Information by Recipient is a breach of this Contract.
- 1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

2.1 Online Access.

- 2.1.1 Description. Agency agrees to provide "read-only" access to the following:

Wage Records (WR)

- Wage Detail Inquiry: View wage information for an individual.
- Coworker Search: View wages reported by an employer.

Unemployment Insurance Benefits and Claimant Information (UI)

- Personal Information: View demographic information for an individual.
- Claims: View unemployment insurance claim information.
- Payments: View unemployment insurance payment information.
- Employer Search: Search employers by name or address.

Employer Records (ER)

- Employer Master File: Search the Employer Master File and view state unemployment tax information



TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

- 2.1.2 Number of Users. Subject to Section 3.1, Agency will grant access to the screens listed in Section 2.1.1 to a maximum of ten (10) "Users," all of whom must be direct Recipient employees.
- 2.1.3 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.

### SECTION 3 – Obligations of Recipient

#### 3.1 Online Access.

- 3.1.1 Annual Fee and Payment. Recipient shall pay Agency a one thousand five hundred dollar (\$1,500.00) annual subscription fee for the online access described in Section 2.1. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. **Recipient shall pay Agency the annual subscription fee for each subsequent contract year within thirty (30) days of the beginning of each contract year.** Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.
- 3.1.2 User Documents. All prospective online Users must execute a *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C, and complete online TWC Cybersecurity Awareness Training ("Security Training").
- 3.1.3 User Document Submission and Maintenance. Before Agency EAGLE Administration will invite a prospective User, Agency EAGLE Administration must receive from Recipient Contact Person (designated in Section 4.1) a copy of the completed *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C and the Security Training certificate with a completed *Transmittal Cover Sheet* ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements.
- 3.1.4 Annual User Renewal. **Each year, on the first day of the month following the anniversary of the Begin Date, the online access of each User will be terminated unless Agency EAGLE Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.**
- 3.1.5 Notice of User Employment Change. Recipient Contact Person shall notify Agency EAGLE Administration within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.



TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

3.1.6 Changes Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.

3.1.7 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.

3.2 Additional Requirements.

3.2.1 Security Safeguards. Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply with the requirements in *Safeguards for TWC Information*, Attachment B. Failure to comply with any requirement of Attachment B is a breach of this Contract.

3.2.2 Suspension. Agency may suspend all services without notice if Agency suspects a violation of the security provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.

3.2.3 Enduring Obligation. Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.

3.2.4 Audit. Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation and audit by Agency.

3.2.5 Inspections. Recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.

3.2.6 Self-Assessment Report. Recipient shall submit to Agency a fully executed *Quarterly Self-Assessment Report*, Attachment H, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 1, April 1, July 1, and October 1. Each report must have been signed within thirty (30) days preceding submission. Failure by Recipient to submit to Agency a timely Quarterly Self-Assessment Report may result in the following consequences: the first instance of a late Quarterly Self-Assessment Report shall result in a late notice being issued by TWC. A failure by Recipient to timely respond to the first late notice by the time specified in the notice or Recipient receiving a second late notice, may result in TWC terminating the contract for cause.

3.2.7 Identity Theft Protection. In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.



TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

- 3.2.8 Significant Change. Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.
- 3.2.9 Computer Resources. Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.
- 3.2.10 Data Source. Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

#### SECTION 4 – Contact Persons

- 4.1 Designation. The Parties designate the following primary liaisons for implementation of this Contract:

##### Agency Contact Person

##### **Christopher Murphy**

External Data Exchange Contracts (EDE)  
Procurement and Contract Services Department  
Texas Workforce Commission  
1117 Trinity Street, Room 342T  
Austin, TX 78701

Phone: (512) 936-6402

Fax: (512) 936-0219

Email: [DEContracts@twc.state.tx.us](mailto:DEContracts@twc.state.tx.us)

##### Recipient Contact Person

Michael Briggs

Lieutenant

Hays County for the benefit of  
Hay's County Sheriff's Office

**810 S. Stagecoach Trail**  
San Marcos, TX 78666

Phone: 512-393-7822

Email: [Michael.briggs@co.hays.tx.us](mailto:Michael.briggs@co.hays.tx.us)

##### Send invoices to:

Marisol Villareal-Alonzo

Auditor

Hays County for the benefit of

Hay's County Sheriff's Office

712 S. Stagecoach Trail, Suite 1071

San Marcos, TX 78666

Phone: 512-393-2251

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

- 4.2 Notice. Any notice required under this Contract must be given to the other Party's Contact Person.
- 4.3 Notice to Alternate. If Recipient designates an alternate Contact Person, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.



TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

- 4.4 Change. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.
- 4.5 Communications. Recipient shall include the TWC Contract Number in all communications with Agency.

Remainder of Page Intentionally Left Blank



**Certificate Of Completion**

Envelope Id: DEC20A3E5EE94392987D50D4F2936F8B

Status: Sent

Subject: Please DocuSign: Unsigned Contract.pdf

docSeqId:

docType:

Source Envelope:

Document Pages: 7

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Christopher Murphy

AutoNav: Enabled

101 E. 15th Street, Room 0154-B

Envelope Stamping: Enabled

Austin, TX 78778

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

christopher.murphy@twc.state.tx.us

IP Address: 172.19.138.49

**Record Tracking**

Status: Original

Holder: Christopher Murphy

Location: DocuSign

6/14/2021 9:19:28 AM

christopher.murphy@twc.state.tx.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Texas Workforce Commission- Production Account

Location: DocuSign

**Signer Events****Signature****Timestamp**

Heather Hall

*Heather Hall*

Sent: 6/14/2021 9:22:40 AM

Heather.hall@twc.state.tx.us

Viewed: 6/14/2021 12:00:16 PM

Chief Information Officer/IT Director

Signed: 6/14/2021 12:00:30 PM

Texas Workforce Commission

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 174.197.12.253

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Ruben Becerra

Sent: 6/14/2021 12:00:32 PM

Ruben.becerra@co.hays.tx.us

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Michael Briggs

**COPIED**

Sent: 6/14/2021 12:00:31 PM

Michael.briggs@co.hays.tx.us

Viewed: 6/14/2021 4:39:20 PM

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Accepted: 7/20/2020 4:18:13 PM

ID: b08dbedb-e474-4fce-8de0-c37880806dcb



Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/14/2021 9:22:40 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **CONSUMER DISCLOSURE**

From time to time, Carahsoft obo Texas Workforce Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures



electronically from us.

**How to contact Carahsoft obo Texas Workforce Commission:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: heather.hall@twc.state.tx.us

**To advise Carahsoft obo Texas Workforce Commission of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at heather.hall@twc.state.tx.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Carahsoft obo Texas Workforce Commission**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to heather.hall@twc.state.tx.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft obo Texas Workforce Commission**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to heather.hall@twc.state.tx.us and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**



To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft obo Texas Workforce Commission as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft obo Texas Workforce Commission during the course of my relationship with you.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the County Judge to execute the First Amendment for a time extension to the Development Agreement between Hays County and Gateway TX DS, LLC for subdivision and development of a parcel located off Hays Country Acres Road in Precinct 4 executed on or about November 22, 2016.

#### ITEM TYPE

CONSENT

#### MEETING DATE

July 13, 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

The owners of Gateway TX DS own a parcel of land in precinct 4 that they wish to extend the time to complete the development of single family homes from five years to ten years.



**FIRST AMENDMENT TO THE  
DEVELOPMENT AGREEMENT  
BETWEEN HAYS COUNTY AND GATEWAY TX DS, LLC**

This 1<sup>ST</sup> Amendment to the Development Agreement (“Amendment”) executed on or about November 22, 2016 is made this \_\_\_ day of July, 2021, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as “County”), and Gateway TX DS, LLC (hereinafter referred to as “Contractor”). The above-cited parties are collectively referred to as “the parties to this Agreement” or “the parties.”

**SECTIONS 9 & 10** OF THE AGREEMENT SHALL BE AMENDED TO REFLECT THE FOLLOWING MODIFICATIONS

9. Presently there remains to be constructed two septic tanks on the Property to complete the requirements of the Wastewater Permits. The authorization to construct these two tanks is valid until December 7, 2016. Owner is requesting the County to extend the time to construct for 10 years from date hereof due to the phasing on the Property.

10. The County confirms that (i) the authorization to construct under the Wastewater Permits is valid for five-ten years after the date hereof, (ii) the Wastewater Permits will continue to be applicable to the Property if and when a condominium form of ownership occurs on the Property; and (iii) the Plat is sufficient for a condominium form of ownership on the Property, provided the Property complies with Chapter 82 of the Texas Property Code and is re-platted through Hays County prior to development.

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

**This 1st Amendment to the Development Agreement hereby executed this \_\_\_ day of July, 2021, as is evidenced by the authorized signatures of the Parties, below.**

**CONTRACTOR**

**COUNTY**

\_\_\_\_\_  
GATEWAY TX DS, LLC  
CHRISTIAN ALVARADO

\_\_\_\_\_  
HAYS COUNTY, TEXAS  
RUBEN BECERRA  
HAYS COUNTY JUDGE

**ATTEST:**\_\_\_\_\_  
ELAINE H. CARDENAS, MBA, PhD  
HAYS COUNTY CLERK



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the Sheriff's Office to utilize salary savings to order additional Duty & Training Ammunition and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 13, 2021	\$150,000

#### LINE ITEM NUMBER

001-618-00.5206

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The Sheriff's Office would like to utilize salary savings to purchase duty and training ammunition. There is currently an ammunition shortage partly due the Covid-19 pandemic in which ammo makers and retailers are expecting will continue through the summer of 2021. Due to the lengthy time frame for ammunition orders to be fulfilled, the Sheriff would like to submit purchase orders now in lieu of waiting until the new fiscal year. Funds within their operating budget are available due to attrition to fund this request.

Budget Amendment: Increase Law Enforcement Supplies .5206  
Decrease Staff Salaries .5021



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve renewal of IFB 2020-B11 Culverts with Texas Corrugators and Contech Engineered Solutions.

#### ITEM TYPE

CONSENT

#### MEETING DATE

July 13, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Jerry Borcharding

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

IFB 2020-B11 is scheduled to expire on July 13, 2021. Texas Corrugators and Contech Engineered Solutions would like to renew their contracts for one additional year, with the attached proposed price changes. Fortiline Waterworks has declined to the renewal of the contract.

#### Attached:

IFB 2020-B11 Contech Engineered Solutions Renewal

IFB 2020-B11 Texas Corrugators Renewal

Renewal - Award Summary





## OFFICE OF THE COUNTY AUDITOR

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

Marisol Villarreal-Alonzo, CPA  
*County Auditor*  
[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

Vickie G. Dorsett  
*Assistant County Auditor*  
[vickie.dorsett@co.hays.tx.us](mailto:vickie.dorsett@co.hays.tx.us)

June 29, 2021

Contech Engineered Solutions, LLC.  
2201 W. Regal Lane #260  
Irving, TX 75063

RE: Annual contract renewal

The annual contract for Culverts, IFB 2020-B11 is scheduled to expire on July 13, 2021. This letter will serve as official notice that Hays County would like to exercise its first (1<sup>st</sup>) option to renew the existing contract for one (1) additional year effective July 14, 2021 – July 13, 2022, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract with the attached proposed price changes. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us) if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA  
Hays County Auditor

A handwritten signature in black ink that reads "Chase Riggs".

Signature

Contech Engineered Solutions

Company

Chase Riggs

Printed Name

7/1/2021

Date

Approved by the Hays County  
Commissioners Court on: \_\_\_\_\_

\_\_\_\_\_  
Ruben Becerra  
Hays County Judge





## OFFICE OF THE COUNTY AUDITOR

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

Marisol Villarreal-Alonzo, CPA  
*County Auditor*  
[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

Vickie G. Dorsett  
*Assistant County Auditor*  
[vickie.dorsett@co.hays.tx.us](mailto:vickie.dorsett@co.hays.tx.us)

June 29, 2021

Texas Corrugators  
PO Box 938  
Round Rock, TX 78680





RE: Annual contract renewal

The annual contract for Culverts, IFB 2020-B11 is scheduled to expire on July 13, 2021. This letter will serve as official notice that Hays County would like to exercise its first (1<sup>st</sup>) option to renew the existing contract for one (1) additional year effective July 14, 2021 – July 13, 2022, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract with the attached proposed price changes. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us) if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA  
Hays County Auditor

	
Signature	Company
	
Printed Name	Date

Approved by the Hays County  
Commissioners Court on: \_\_\_\_\_

\_\_\_\_\_  
Ruben Becerra  
Hays County Judge



IFB 2020-B11 Culverts: Renewal - Award Summary

TxDot Item #460 Galvanized Corrugated Steel Pipe Culvert: 2 2/3" x 1/2" and TxDot Item #467 Safety End Treatments									
Contract Item Number	Diameter & Gauge	Plain Round	Plain Arch	24" (width) Flatbands	24" (width) Curvedbands	6:1 S.E.T. Plain Round	3:1 S.E.T. Plain Round	6:1 S.E.T. Plain Arch	3:1 S.E.T. Plain Arch
B11.1	12" x 16 ga	Contech Engineered Solutions		Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators		
B11.2	15" x 16 ga	Contech Engineered Solutions	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators
B11.3	18" x 16 ga	Contech Engineered Solutions	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators
B11.4	24" x 16 ga	Contech Engineered Solutions	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators
B11.5	30" x 16 ga	Contech Engineered Solutions	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators
B11.6	36" x 16 ga	Texas Corrugators	Contech Engineered Solutions	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators		
B11.7	36" x 14 ga	Contech Engineered Solutions	Texas Corrugators	Texas Corrugators	Texas Corrugators			Texas Corrugators	Texas Corrugators
B11.8	42" x 14 ga	Contech Engineered Solutions	Contech Engineered Solutions	Texas Corrugators	Texas Corrugators			Texas Corrugators	Texas Corrugators
B11.9	48" x 14 ga	Contech Engineered Solutions		Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators		
B11.10	54" x 14 ga	Texas Corrugators		Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators		
B11.11	60" x 14 ga			Texas Corrugators	Texas Corrugators				
B11.12	60" x 12 ga	Texas Corrugators		Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators		
B11.13	66" x 12 ga			Texas Corrugators	Texas Corrugators				
B11.14	72" x 12 ga			Texas Corrugators	Texas Corrugators				
TxDot Item #460 Galvanized Corrugated Steel Pipe Culvert: 3" x 1" and TxDot Items #467 Safety End Treatments									
Contract Item Number	Diameter & Gauge	Plain Round	Plain Arch			6:1 S.E.T. Plain Round	3:1 S.E.T. Plain Round	6:1 S.E.T. Plain Arch	3:1 S.E.T. Plain Arch
B11.15	48" x 16 ga	Contech Engineered Solutions				Texas Corrugators	Texas Corrugators		
B11.16	48" x 14 ga	Contech Engineered Solutions	Texas Corrugators					Texas Corrugators	Texas Corrugators
B11.17	54" x 16 ga	Contech Engineered Solutions				Texas Corrugators	Texas Corrugators		
B11.18	54" x 14 ga	Contech Engineered Solutions	Texas Corrugators					Texas Corrugators	Texas Corrugators
B11.19	60" x 16 ga	Contech Engineered Solutions				Texas Corrugators	Texas Corrugators		
B11.20	60" x 14 ga	Contech Engineered Solutions	Texas Corrugators					Texas Corrugators	Texas Corrugators
B11.21	66" x 16 ga	Contech Engineered Solutions				Texas Corrugators	Texas Corrugators		
B11.22	66" x 14 ga	Contech Engineered Solutions	Texas Corrugators					Texas Corrugators	Texas Corrugators
B11.23	72" x 16 ga	Contech Engineered Solutions							
B11.24	72" x 14 ga	Contech Engineered Solutions	Texas Corrugators					Texas Corrugators	Texas Corrugators



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Grand Avenue Flats, located in Austin, Williamson County, Texas.

#### ITEM TYPE

CONSENT

#### MEETING DATE

July 13, 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

The General Certificate must be submitted by Capital Area Housing Finance Corporation (CAHF Corp.) to the Texas Attorney General. It represents a simple statement from the County Judge regarding the "good standing" and status of CAHF Corp. It does not "authorize" the issuance of the bonds, nor does it implicate Hays County as a participant in the issuance of these bonds.





May 10, 2021

Mark Kennedy  
Hays County General Counsel  
Hays County Courthouse  
111 E. San Antonio Street, Suite 202  
San Marcos, Texas 78666

Re: Capital Area Housing Finance Corporation  
Multifamily Housing Revenue Bonds  
(Grand Avenue Flats), Series 2021

Dear Mr. Kennedy:

The Capital Area Housing Finance Corporation (the "*Corporation*") will issue the above captioned Bonds in an aggregate principal amount not to exceed \$50,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The development will be located in the City of Austin, Williamson County. The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.


In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are two (2) copies of the General and No Litigation Certificate (the "*General Certificate*") for execution by Judge Ruben Becerra as the County Judge of the County of Hays. I have included below for your convenience a description of the legal requirements behind the General Certificate.

The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate.**



Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please both signature pages for the General Certificate executed and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Wednesday, June 30, 2021.

CAPITAL AREA HOUSING FINANCE  
CORPORATION

By   
M. John Trofa  
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC



## GENERAL AND NO LITIGATION CERTIFICATE OF HAYS COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Hays County, Texas (the "*County*"). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its multifamily housing revenue bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Grand Avenue Flats)" issued in one or more series (the "*Bonds*").

2. The Commissioners Court (the "*Governing Body*") of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the "*Act*"), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The County has appointed Commissioner Mark Jones to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall



be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]



EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

HAYS COUNTY, TEXAS

By \_\_\_\_\_  
Judge Ruben Becerra

ATTEST

By \_\_\_\_\_  
General Counsel, Hays County

DATED: \_\_\_\_\_  
[TO BE DATED BY ATTORNEY  
GENERAL OF THE STATE OF TEXAS]



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 3 in the amount of \$60,399.00 to the Professional Services Agreement between Hays County and WSB & Associates, Inc. for the RM 967 (West of FM 1626) Safety Improvements project and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 13, 2021	\$60,399.00

#### LINE ITEM NUMBER

035-802-96-646.5621\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) since contract amount is more than 25% of original contract amount.

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, Transportation Director	JONES	N/A

#### SUMMARY

The requested Contract Amendment increases the contract compensation cap by \$60,399.00 from \$600,000.00 to \$660,399.00. This will allow for the execution of Supplemental #2 to Work Authorization #1 which authorizes the design engineer for additional NEPA coordination, utility coordination to identify additional conflicts not previously identified, and survey services to stake along the entire project as required by TCEQ for WPAP review in the amount of \$87,937.00. The cap increase also includes budget for construction phase services in the amount of \$26,400.00. The FM 967 Safety Improvement design is funded by the 2016 Road Bond program [11-646-034].



**CONTRACT AMENDMENT NO. 3**  
**TO**  
**HAYS COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**HAYS COUNTY ROAD BOND PROJECT:  
RM 967 West of FM 1626 ("Project")**

THIS CONTRACT AMENDMENT NO. 3 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and **WSB & Associates, Inc.** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective **October 11, 2017** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to **\$600,000.00**; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$ **\$600,000.00** to \$ **660,399.00**.

All other terms of the Contract are unchanged and will remain in full force and effect.

**IN WITNESS WHEREOF**, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.



ENGINEER:

By:

Signature

**James W. Kennedy**

Printed Name

**Vice-President**

Title

**6-7-21**

Date

COUNTY:

By:

Signature

Printed Name

Title

Date





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Change Order #5 to the Professional Services Agreement with Garver USA for Low Water Crossings in Precinct's 1 & 2 as part of the 2016 Road Bond Program; and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 13, 2021	\$99,035

#### LINE ITEM NUMBER

035-801-96-524.5621\_700

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Requires a TLGC discretionary exemption, contract exceeds 25% of original award.

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry H. Borcharding, P.E.	JONES	INGALSBE

#### SUMMARY

This change order includes: 1) Grist Mill ROW Acquisition Updates, 2) Archeological and Environmental Clearance, 3) Utility Updates, and 4) Additional Scope of Work to complete project bid packages for Cotton Gin, Francis Harris, Turnersville, Bunton Lane and Grist Mill. Additional funding is being requested along with time extension for the additional services.





## Hays County Transportation Department Change Order Request Form

Date: June 9, 2021 Contract Performance Date: 31-Dec-2020 (Orig. 21-Mar-19)

Project Name: Hays County Drainage and Low Water Crossing Improvements, Precincts 1 and 2

Contract number: \_\_\_\_\_

Contractor/Consultant: Garver, LLC

Change Order Number: 5

Change in Scope Necessitating Change-Order:

Change in scope includes: 1) Grist Mill ROW Acquisition Updates, 2) Archeological and Environmental Clearance, 3) Utility Updates, and 4) Additional Scope of Work to complete project bid packages for Cotton Gin, Francis Harris, Turnersville, Bunton Lane and Grist Mill.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount: \$ 569,469.00

Net Amount of Previously Authorized Change Order: \$ 88,822.00

Net Amount for this requested change order: \$ 99,035.00


Total Contract Amount with all change orders: \$ 757,326.00

Original Contract Performance Length: 300 Days

Net previous schedule change orders: +381 Days

Net Schedule adjustment requested this change order: +365 Days

Total performance days with change orders: 1,316 Days

Contractor: Glenn Gregory, P.E. Sign:  Date: 06/09/2021

Hays County: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)





3755 S. Capital of Texas Highway  
Suite 325  
Austin, TX 78704  
TEL 512.485.0009  
FAX 512.485.0010  
[www.GarverUSA.com](http://www.GarverUSA.com)

June 9, 2021

Jerry Borcharding  
Director of Transportation  
Hays County  
2171 Yarrington Road  
San Marcos, Texas 78666

Re: Proposal for Hays County Drainage and Low Water Crossings – Change Order 5  
Grist Mill and Francis Harris ROW Acquisition Updates, Archeological and Environmental  
Clearance, and Additional Bid Package Scope of Work

Dear Mr. Borcharding:

Per previous conversations and requests from property owners and permitting agencies, please see this proposal for the Hays County Drainage and Low Water Crossings: Grist Mill and Francis Harris ROW Acquisition Updates, Archeological and Environmental Clearance, and Additional Scope of Work to complete bid packages.

This work includes:

- Previously completed ROW acquisition type and boundary changes;
- Project clearance from USACE for previously un-identified wetlands and archeological investigation requests from USACE;
- Coordination on utility updates and other area projects, as well as reflecting those in the plans;
- Updates to plans to address property owner requests in support of ROW acquisition;
- Hays County Permitting Coordination and applications;
- Updates to plans to address environmental impacts or mitigation.

This proposal includes surveying, ROW documents, environmental permitting, and design.

Please find the following supporting documents for this proposal:

Appendix A	Scope of Services
Appendix B	Garver Fee
Appendix C	Subconsultant Scopes and Fees

We look forward to continuing work with you on this project. Please call me at 512-485-0015 with any questions.

Sincerely,

Glenn G. Gregory, Jr., P.E.  
Vice President



# APPENDIX A

## SCOPE OF SERVICES FOR

### Hays County Drainage and Low Water Crossings:

#### Grist Mill and Francis Harris ROW Acquisition Updates, Archeological and Environmental Clearance, and Additional Bid Package Scope of Work

##### 1.0 General

Per previous conversations and requests from property owners and permitting agencies, please see this proposal for the Hays County Drainage and Low Water Crossings. We understand the project proposes replacing low water crossings (LWCs) at multiple locations in Hays County and involves working within Waters of the United States (WOTUS).

We understand Hays County requests Garver to provide:

1. Previously completed ROW acquisition type and boundary changes;
2. Project clearance from USACE for previously un-identified wetlands and archeological investigation requests from USACE;
3. Coordination on utility updates and other area projects, as well as reflecting those in the plans;
4. Updates to plans to address property owner requests in support of ROW acquisition;
5. Hays County Permitting Coordination and applications;
6. Updates to plans to address environmental impacts or mitigation.

##### 2.0 Grist Mill ROW Acquisition Updates

The Garver team has completed ROW acquisition type and boundary changes for Grist Mill improvements. This property acquisition was above the originally scoped allowance amount. Additional Land Acquisition and Appraisal Services at Grist Mill Site includes:

- Preparation of 2nd Offer packet P9 Myrtle Heideman
- Additional offer packet P10 Daniel and Sharon Heideman
- Update appraisal P9 Myrtle Heideman
- New appraisal P10 Daniel and Sharon Heideman

See the attached Appendix C for more information on the fee breakdown.

##### 3.0 Francis Harris Parcel Document Updates

The Garver team will complete Metes and Bounds documents resurvey to update the parcel take documents with new/current ownership for Francis Harris Lane Parcel 1 including:

- Francis Harris Lane Parcel 1 will require additional on-the-ground field survey to verify property line monumentation and parcel take monumentation is still in place.
- Metes and Bounds Description and accompanying sketch for Parcel 1 will be revised to reflect the current owner, Juan Jimenez and Juan Jimenez, Jr. as recorded in Document No. 20048362 of the Official Public Records of Hays County, Texas.

See the attached Appendix C for more information on the fee breakdown.



## 4.0 Archeological and Environmental Clearance

The Garver team will provide project clearance from USACE for previously un-identified wetlands in the Turnersville project vicinity. These wetlands were found during environmental investigation and require delineation and obtaining project clearance from USACE as mandated by their Nationwide Permit (NWP) program for developmental work within Waters of the US (WOUS).

Garver and Baer Engineering assumed the LWC locations could be submitted as a single project to the required regulatory agencies for permitting. However, because of the disparities in geographic location and project timelines, as well as information learned during the permitting process for the Chaparral project site, it is now evident that a single submission for all four LWCs per agency will not be sufficient or acceptable to the agencies. Preparation of agency coordination documents has been started and portions of the agency coordination were completed under the previous scope of work.

Upon THC issuance of Antiquities Permits for archeological surveys of each of the LWC project areas, Baer Engineering will conduct an intensive archeological survey of each project location in accordance with the standard archeological survey procedures contained in the Archeological Survey Standards for Texas (<https://www.thc.texas.gov/public/upload/publications/CTA-Intensive-Survey-Standards-2020.pdf>). The goal of the survey will be to identify and document archeological sites that may be impacted by planned construction. There are three phases for each survey project:

1. Baer Engineering will conduct the archeological survey, using a combination of methodologies recommended by the THC (such as shovel testing, backhoe trenching, and pedestrian inventory). We will document our work with descriptive notes, photographs, geospatial reference points collected with a GPS unit, and sketch maps, and we will collect diagnostic artifacts for study and curation. After subsurface investigations are complete, we will backfill those units for safety reasons;
2. Baer Engineering will complete a comprehensive technical report detailing the survey and results. The report will include a management summary, background information on the cultural and environmental setting, methodologies, results, and recommendations for future management of cultural resources discovered or revisited during the survey. It will also include documentation of all prior agency consultation and field notes within appendices to the report; and
3. Baer Engineering will prepare and submit field notes, photographs, maps, collected artifacts (if any), and other relevant project materials for curation at the Center for Archeological Research (CAR) at the University of Texas San Antonio. Curation is a mandatory step in the permitting process. This step completes the ACT permit.

See the attached Appendix C for more information on the scope and fee breakdown.

## 5.0 Additional Scope of Work for Design Updates

The Garver team will update design plans, construction documents and bidding information for Francis Harris, Turnersville, and Cotton Gin:

- Coordination on utility updates and reflecting those in the plans;
- Coordination and updates per other area projects;
- Updates to plans to address property owner requests in support of ROW acquisition;
- Hays County Permitting Coordination and applications;
- Updates to plans to address environmental impacts or mitigation.



The Garver team has completed efforts for Bunton Lane and Grist Mill:

- Coordination on utility updates and reflecting those in the plans;
- Coordination and updates per other area projects;
- Hays County Permitting Coordination and applications;
- Already completed updates to the Grist Mill site per the property owner requests, which included:
  - Amending the fencing to allow for water gates;
  - Amending details and notes for steel plates to be added to the culvert headwalls.

## **6.0 Considerations**

The Garver team will not proceed with further work efforts for Bunton Lane and Grist Mill without direction and approval from Hays County. All hours included in this Change Order cover items of work previously completed work for those sites.

## **7.0 Extra Work**

For clarification, our proposed scope of services does not include the items listed below. However, Garver will be happy to include these items at the County's request. Any work not listed above will be considered additional services. Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

- Geotechnical Services;
- Public involvement services;
- Property surveys and preparation of property acquisition documents in addition to those listed herein;
- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval in addition to those listed herein;
- Reports, submittals, or deliverables in addition to those listed herein;
- Pavement Design;
- Design of any utility relocations;
- Retaining walls or other significant structural design;
- Street lighting or other electrical design;
- Construction materials testing;
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR;
- Construction observation or on-site meetings during construction;
- Scour studies;
- Coordination with TxDOT;
- Coordination with THC in addition to those listed herein;
- Coordination with USACE in addition to those listed herein;
- Right-of-way or easement coordination in addition to those listed herein;
- Condemnation services;
- Appraisal services in addition to those listed herein;
- Wetland delineation, environmental mitigation plans, or other work related to historically or culturally significant resources in addition to those listed herein;

## **8.0 Schedule**

Garver shall begin work under this Agreement within five (5) days of a Notice to Proceed. A project schedule will be developed in cooperation with Hays County.

Garver is requesting an extension to the original contract schedule of 365 calendar days to account for the scope of work described above and previous scopes of work.



## APPENDIX B

### Hays County

### Hays County Drainage and Low Water Crossings - Change Order #5

## FEE SUMMARY

Title I Services		Estimated Fees
<i>Environmental Handling/Documentation</i>	Baer	\$65,817.00
Surveys	CFA	\$1,100.00
PS&E Final Design	Garver	\$26,598.00
Property Acquisition Documents	LAN	\$5,520.00
<b>Subtotal for Title I Services</b>		<b>\$99,035.00</b>



## APPENDIX B

### Hays County

### Hays County Drainage and Low Water Crossings - Change Order #5

#### PROJECT SITE FEE SUMMARY

<b>Francis Harris Lane (CR 265)</b>		<b>Estimated Fees</b>
<i>Environmental Handling/Documentation</i>	Baer	\$23,315.00
Surveys	CFA	\$1,100.00
PS&E Final Design	Garver	\$6,678.00
<b>Subtotal</b>		<b>\$31,093.00</b>

<b>Turnersville</b>		<b>Estimated Fees</b>
<i>Environmental Handling/Documentation</i>	Baer	\$19,187.00
PS&E Final Design	Garver	\$6,678.00
<b>Subtotal</b>		<b>\$25,865.00</b>

<b>Cotton Gin</b>		<b>Estimated Fees</b>
<i>Environmental Handling/Documentation</i>	Baer	\$23,315.00
PS&E Final Design	Garver	\$6,678.00
<b>Subtotal</b>		<b>\$29,993.00</b>

<b>Bunton Lane (CR 151) Sites</b>		<b>Estimated Fees</b>
PS&E Final Design	Garver	\$2,625.00
<b>Subtotal</b>		<b>\$2,625.00</b>

<b>Grist Mill</b>		<b>Estimated Fees</b>
PS&E Final Design	Garver	\$3,939.00
Property Acquisition Documents	LAN	\$5,520.00
<b>Subtotal</b>		<b>\$9,459.00</b>

<b>All Project Sites Total</b>		<b>\$99,035.00</b>
--------------------------------	--	--------------------



May 11, 2021

## **SUPPLEMENTAL TO PROFESSIONAL SERVICES**

Laura Friello, P.E.  
Garver USA  
3755 S. Capital of Texas Highway, #325  
Austin, Texas 78704  
EMAIL: LMFriello@GarverUSA.com

Re: **Hayes County Low Water Crossing Program**  
Supplemental for Professional Services

Dear Ms. Friello:

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to propose professional services to you in connection with the **Hayes County Low Water Crossing Improvement Program**. CobbFendley's services are to be performed for the sole benefit of Hays County, Texas ("Client"), who shall be responsible for payment of those services. This document represents a Supplemental Agreement to be added to the original Professional Services Contract between Client and CobbFendley with respect to this project.

### **I. PROJECT DESCRIPTION**

This project is in conjunction with the 2016 Hayes County Road Bond for Low Water Crossing and Drainage improvements through the County Road system. Currently, Francis Harris Lane Parcel 1 has been identified as requiring a resurvey to update the parcel take documents with new/current ownership.

This site was established previously during design and ROW Take survey phase of project.

### **II. SCOPE OF SERVICES**

The specific tasks to be performed by CobbFendley in conjunction with this project are limited to the following:

#### **A. Survey Services**

- Since this site represents a Right-of-Way Take by Hays County, CF survey is required by law to monument the limits of the parcel take. Fees and Scope herein reflect the additional work required to complete this task.
- Francis Harris Lane Parcel 1 will require additional on-the-ground field survey to verify property line monumentation and parcel take monumentation, placed during the previous survey in December of 2019, are still in place. If the ROW Take monuments are missing CF will place new monuments.
- This survey was performed, in accordance with the **Texas Society of Professional Surveyors (TSPS), Manual of Practice for Land Surveying in the State of Texas - Category 6, Condition II.**
- CobbFendley will revise the existing Metes and Bounds Description and accompanying sketch for Parcel 1 to reflect the current owner, Juan Jimenez and Juan Jimenez, Jr. as recorded in Document No. 20048362 of the Official Public Records of Hays County, Texas.



### **EXCLUSIONS FROM THE SCOPE OF SERVICES**

Specific items excluded from this proposal are as follows, and CobbFendley shall have no responsibility to perform any of these services.

1. Subdivision platting.
2. Surveyor will not provide opinions as to adequacy, on legal or title issues.
3. Obtaining a current title report.
4. The survey will not address compliance or assessment of existing utilities, wetland determinations, fault lines and/or environmental assessments that are beyond the surveyor's expertise.
5. The survey will not include any references to lease agreements, oil, gas and other mineral rights or matter that are strictly contractual and items which cannot be located upon the subject tract by physical description. Those matters are given constructive notice in a title commitment and must otherwise be addressed by the parties involved and/or addressed by legal counsel.
6. Flood elevation certificates.
7. Trees, located or identified, on the subject property.
8. Excavation of utilities.
9. Any other services not specifically included within the description of the Services as described above.

### **III. BASIS OF COMPENSATION**

We propose to perform the described Basic Services for the following fees: \*

#### **1. Francis Harris Parcel Takes**

Parcel One Revision UPDATE to Current Ownership .....\$1,100.00

**Total Lump Sum Fee for all theis sites listed above is \$1,100.00**

### **SCHEDULE OF SERVICES**

CobbFendley is authorized to begin work on this project immediately upon receipt of Client's Notice to Proceed and fully executed SWA.

Sincerely,

**COBB, FENDLEY & ASSOCIATES, INC.**



William D. Warrick, RPLS  
Sr. Project Manager





June 9, 2021

Garver, Inc.  
3755 S. Capital of Texas Highway, Suite 325  
Austin, Texas 78704

Sent via e-mail to [Laura.Friello@garverusa.com](mailto:Laura.Friello@garverusa.com).

**ATTENTION: Ms. Laura Friello, PE**

**REFERENCE: Environmental Permitting Services - Addendum**

Garver Project No. 17187020 - Hays County Low Water Crossings  
Francis Harris Lane, Turnersville Road, and Cotton Gin Lane  
**Baer Engineering Document No. 172009-5.042, Exhibit A**

Dear Ms. Friello:

Baer Engineering and Environmental Consulting, Inc. (Baer Engineering) is pleased to present this addendum to the 2017 proposal to Garver, Inc. (Garver) for the above-referenced project. We understand the project proposes replacing low water crossings (LWCs) at four locations in Hays County and involves working within Waters of the United States (WOTUS).

In the previous proposal prepared for this project, Baer Engineering document 172009-5.020 dated October 13, 2017, Garver and Baer Engineering assumed the LWC locations could be submitted as a single project to the required regulatory agencies for permitting. However, because of the disparities in geographic location and project timelines, as well as information learned during the permitting process for the Chaparral project site, it is now evident that a single submission for all four LWCs per agency will not be sufficient or acceptable to the agencies. Preparation of agency coordination documents has been started and portions of the agency coordination were completed under the previous scope of work.

A previous version of this proposal, dated November 13, 2020, included work for the Bunton Lane and Grist Mill sites. Based on coordination with Garver on June 8, 2021, we have removed this work from our scope. According to the County, private developers will be completing LWC upgrades at these sites.

The scope of services described herein incorporate the remaining effort for agency coordination.

**SCOPE OF SERVICES**

Baer Engineering will provide the consulting services discussed herein, provided we have safe and reasonable access to the Site. Baer Engineering will rely on Garver to provide a set of well-developed plans for agency coordination as detailed below and in the previous proposal, as well as a georeferenced file (KMZ, KML, SHP, etc.) of each project Limits of Construction.

**TASK 1: Agency Coordination**

Baer Engineering will consult with Garver and relevant state and federal agencies as needed to prepare and deliver coordination and application packages for the following LWC sites:



- Francis Harris Lane;
- Turnersville Road; and
- Cotton Gin Lane.

As previously proposed, Baer Engineering will coordinate with Garver on the design in an attempt to minimize duplication of permitting efforts, where possible. Documents will be sent to Garver to review before submittal to the respective agency. Baer Engineering has included one round of revisions for each submittal.

#### **Task 1a: Texas Parks and Wildlife Department (TPWD) Coordination**

Baer Engineering will prepare a Wildlife Habitat Assessment Program Review (WHAB) report and a project coordination letter for each of the four sites noted above. The WHAB reports will be submitted to the TPWD as coordination letters, which will describe each project and include a project map, plans, and photographs.

#### **Task 1b: Texas Historical Commission Coordination**

Baer Engineering's prior consultation with the Texas Historical Commission (THC) for the Gristmill Road, Turnersville Road, and Francis Harris Lane LWCs confirmed the need to perform archeological resource surveys at these locations.

Consultation is also required for the LWC on Cotton Gin Lane. Given the proximity to creeks and the THC's responses for the previous sites, it is likely that the THC will also require archeological surveys for the remaining LWC. As a result, Garver has requested to bypass initial THC coordination for Cotton Gin Lane, and begin the research design and permit application process for all four LWC locations.

Baer Engineering will prepare and submit to the Client a package of archeological research design and Antiquities Code of Texas (ACT) permit application documents for each of the LWC project areas identified above. The research design and permit application documents will include a general project description, project location map(s), and engineering plans indicating specific limits of horizontal and vertical construction impacts at each project location. The prepared documents will be sent to Garver for initial Client review and Property Owner signature of the ACT permit application before the documents are submitted to the THC and Texas State Historical Preservation Officer (TxSHPO) for review and approval prior to initiation of field survey efforts. This task will be concurrent with the cultural resource coordination described in Task 1c below.

Baer Engineering assumes that no archeological sites will be discovered in the archeological field survey efforts. In the event that archeological resources are discovered, Baer Engineering will consult with Garver regarding options for conducting additional required field investigations, avoiding impacts to recorded sites through project design adjustments, or otherwise mitigating adverse impacts to significant (i.e. National Register-eligible) archeological resources. Additional archeological investigations and related client/agency consultation beyond the survey-level investigation proposed herein are not included in this scope. Baer Engineering can provide these services for an additional fee.

#### **Task 1c: United States Army Corps of Engineers (USACE) Coordination**

As described in the previous proposal for this project, Baer Engineering will prepare a Nationwide Permit Pre-Construction Notification (PCN) for each of the four sites, relying on the calculations provided by Garver for cubic yards of dredged material and fill within the WOTUS. Additionally, the wetland at the Turnersville Road LWC is a special aquatic site, which will require Baer Engineering to update the PCN with additional information and calculations. A PCN for



Turnersville was sent to the USACE on October 21, 2020. Continuation of this coordination is awaiting the results of Task 2.

If additional coordination with USACE is required beyond the PCN submittal for each site, Baer Engineering can provide these services as an additional scope for an additional fee.

Baer Engineering will submit the Client-approved research design and signed antiquities permit application to the THC/TxSHPO and the USACE archeologist concurrently for review and approval prior to initiation of the archeological field investigations. Upon completion of the archeological survey, a draft report will be prepared and submitted the Client for review, and then to THC/TxSHPO for agency review and comment. Upon receipt of THC/TxSHPO review comments, the USACE Fort Worth District archeologist will be notified and provided a copy of the archeology survey results and the THC/TxSHPO review comments. Baer Engineering assumes that no archeological sites will be discovered during the archeological survey and that no further consultation with the TxSHPO or USACE will be required. If additional consultation is required, Baer Engineering can provide these services as an additional scope for an additional fee

### **TASK 2: Archeological Field Surveys**

Upon THC issuance of Antiquities Permits for archeological surveys of each of the necessary LWC project areas, Baer Engineering will conduct an intensive archeological survey of each project location in accordance with the standard archeological survey procedures contained in the *Archeological Survey Standards for Texas*

(<https://www.thc.texas.gov/public/upload/publications/CTA-Intensive-Survey-Standards-2020.pdf>). The goal of the survey will be to identify and document archeological sites that may be impacted by planned construction. There are three phases for each survey project:

1. Baer Engineering will conduct the archeological survey, using a combination of methodologies recommended by the THC (such as shovel testing, backhoe trenching, and pedestrian inventory). We will document our work with descriptive notes, photographs, geospatial reference points collected with a GPS unit, and sketch maps, and we will collect diagnostic artifacts for study and curation. After subsurface investigations are complete, we will backfill those units for safety reasons;
2. Baer Engineering will complete a comprehensive technical report detailing the survey and results. The report will include a management summary, background information on the cultural and environmental setting, methodologies, results, and recommendations for future management of cultural resources discovered or revisited during the survey. It will also include documentation of all prior agency consultation and field notes within appendices to the report; and
3. Baer Engineering will prepare and submit field notes, photographs, maps, collected artifacts (if any), and other relevant project materials for curation at the Center for Archeological Research (CAR) at the University of Texas San Antonio. Curation is a mandatory step in the permitting process. This step completes the ACT permit.

### **PROJECT SCHEDULE**

Agency coordination identified in Task 1 will be completed within 60 days of receiving 60% plans, exempting USACE coordination which cannot be fully finalized until after Task 2. Baer Engineering is not responsible for delays in agency response to project coordination requests. THC and USACE each have 30-day review deadlines for each document package submitted for review. Upon THC and USACE approval of the Task 1b antiquities permit, Baer Engineering will immediately begin mobilizing for the proposed Task 2 archeological field surveys.



## APPENDIX C

Assuming the LWC project areas are completely and concurrently accessible at the time of antiquities permit approval, Baer anticipates the field surveys can be completed within one week following mobilization. Task 2 data analysis and draft archeological survey reports will be completed and submitted for Client review within 60 days following completion of the archeological field surveys.

Upon Client approval, Baer Engineering will submit the draft archeological survey reports to the THC/TxSHPO for its 30-day review period. Upon receipt of THC/TxSHPO review comments, a copy of the report and THC/TxSHPO review comments will be forwarded to USACE for its 30-day review period. If no additional comments are received, Baer Engineering will finalize the reports and prepare all survey records for curation.

If additional archeological investigations are required by THC/TxSHPO or USACE, Baer Engineering will provide Garver with an additional services proposal within 10 days. Baer Engineering is not responsible for delays in agency response to project coordination requests.

### FEE PROPOSAL

The attached fee tables outline the estimated budget for the scope of services to be performed for each Site, as discussed herein. The totals are based on estimated time and materials required to complete scoped tasks, in accordance with the previously submitted Schedule of Fees. Baer Engineering will not exceed this amount without prior written authorization from Garver and will bill only for time and materials utilized. The above outlined tasks will be conducted in accordance with the terms and conditions of our existing contract for this project site, dated October 13, 2017.

The proposed fees listed in Table 1 assumes that no archeological sites will be discovered during the survey. If archeological sites are discovered, an additional site delineation and recordation fee of \$1,500/site will be added to the fee estimate outlined below. Baer Engineering will not exceed this amount without prior written authorization from Garver and will bill only for time and materials utilized.

Table 1: Fee Proposal per LWC Location

SITE	TOTAL FEE PER SITE
Turnersville Road	\$19,187.00
Cotton Gin Lane	\$23,315.00
Francis Harris Lane	\$23,315.00
<b>Total</b>	<b>\$65,817.00</b>

### AUTHORIZATION

If the proposed scope of services and cost proposal meet with your approval, please provide us with a notice to proceed and a work authorization.

Baer Engineering thanks you for the opportunity to propose our environmental services on this project. If you have questions, or require adjustments to our approach or schedule, please email me at [cwarkoczewski@baereng.com](mailto:cwarkoczewski@baereng.com).



## APPENDIX C

Garver Inc: 172009-5.042

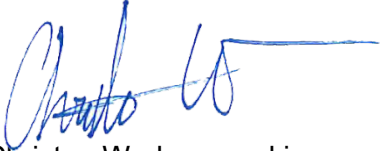
Hays Low Water Crossings: Addendum to Hays LWC Environmental Permitting Services

June 9, 2021

Page 5 of 6

Respectfully submitted,

**BAER ENGINEERING AND ENVIRONMENTAL CONSULTING, INC.**



Christen Warkoczewski

Wildlife and Conservation Biologist

**Attachments:** 2016 Rate Sheet  
Fee Schedule for each site



## 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 to accept the Highway Safety Improvement (HSIP) Grant for Winters Mill Parkway (illumination and pavement markings); authorize the County Judge to execute an Advanced Funding Agreement between Hays County and the Texas Department of Transportation (TxDOT) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 13, 2021	\$76,449 (local match)

#### LINE ITEM NUMBER

020-720-99-152]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

#### SUMMARY

Hays County has received an HSIP federal grant through TXDOT for Winters Mill that will partially fund dark sky compliant illumination along the length of Winters Mill as well as reflectorized profile pavement markers (for the centerline and lane edge lines). The federal grant award is for \$368,429 and the local required match is \$76,449.

##### Budget Amendment:

Increase Grant Construction & Engineering: 020-710-99-152.5611\_400/5621\_400

Decrease Operating Road Materials: 020-710-00.5351



TxDOT:		Federal Highway Administration:	
CSJ #	0914-33-092	CFDA No.	20.205
District #	14	CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106		
Project Name	HSIP	AFA Not Used For Research & Development	

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT**  
**For**  
**Highway Safety Improvement Program**  
**Off-System**

**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 the **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**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**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**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **115814** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Strategic Highway Safety Plan (SHSP), reducing traffic fatalities and serious injuries on all public roads by providing a standardized approach for identifying and reviewing specific traffic safety concerns throughout the state**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, 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 **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0914-33-092</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>14</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>50106</b>		
<b>Project Name</b>	<b>HSIP</b>	<b>AFA Not Used For Research &amp; Development</b>	

Project location appears in Attachment B, Location Map Showing Project (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. Responsible Parties:**

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	<b>Local Government</b>	Utilities	Article 8
2.	<b>Local Government</b>	Environmental Assessment and Mitigation	Article 9
3.	<b>Local Government</b>	Architectural and Engineering Services	Article 11
4.	<b>State</b>	Construction Responsibilities	Article 12
5.	<b>Local Government</b>	Right of Way and Real Property	Article 14

### **2. 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 Project is completed or unless terminated as provided below.

### **3. Scope of Work**

The scope of work for the Project consists of five different locations as follows:  
CSJ #0914-33-092.....

### **4. Project Sources and Uses of Funds**

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0914-33-092</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>14</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>50106</b>		
<b>Project Name</b>	<b>HSIP</b>	<b><i>AFA Not Used For Research &amp; Development</i></b>	

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (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 local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0914-33-092</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>14</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>50106</b>		
<b>Project Name</b>	<b>HSIP</b>	<b><i>AFA Not Used For Research &amp; Development</i></b>	

- the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
  - K. 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 Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
  - L. The State will not pay interest on any funds provided by the Local Government.
  - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
  - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
  - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
  - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
  - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
  - R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0914-33-092</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>14</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>50106</b>		
<b>Project Name</b>	<b>HSIP</b>	<b><i>AFA Not Used For Research &amp; Development</i></b>	

## 5. Termination of This Agreement

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

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

## 6. 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.

## 7. 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.

## 8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state 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 with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0914-33-092</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>14</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>50106</b>		
<b>Project Name</b>	<b>HSIP</b>	<b>AFA Not Used For Research &amp; Development</b>	

## 9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, 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 have been obtained.

## 10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement 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).

## 11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT 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. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0914-33-092</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>14</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>50106</b>		
<b>Project Name</b>	<b>HSIP</b>	<b><i>AFA Not Used For Research &amp; Development</i></b>	

## 12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. 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. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

## 13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

## 14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0914-33-092</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>14</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>50106</b>		
<b>Project Name</b>	<b>HSIP</b>	<b><i>AFA Not Used For Research &amp; Development</i></b>	

- acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
  - C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of 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., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
  - D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
  - E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
  - F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
  - G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0914-33-092</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>14</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>50106</b>		
<b>Project Name</b>	<b>HSIP</b>	<b>AFA Not Used For Research &amp; Development</b>	

a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

#### 15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity 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. 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.

#### 16. 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>
County of Hays ATTN: County Judge 712 S. Stagecoach Trail San Marcos, Texas 78666	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0914-33-092</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>14</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>50106</b>		
<b>Project Name</b>	<b>HSIP</b>	<b><i>AFA Not Used For Research &amp; Development</i></b>	

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.

**17. 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.

**18. 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.

**19. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

**20. Compliance with Laws**

The parties to this Agreement 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.

**21. 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.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative



TxDOT:		Federal Highway Administration:	
CSJ #	0914-33-092	CFDA No.	20.205
District #	14	CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106		
Project Name	HSIP	AFA Not Used For Research & Development	

Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

#### 24. 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 under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General 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 final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA 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.

#### 25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local



TxDOT:		Federal Highway Administration:	
CSJ #	0914-33-092	CFDA No.	20.205
District #	14	CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106		
Project Name	HSIP	AFA Not Used For Research & Development	

Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## 26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0914-33-092</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>14</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>50106</b>		
<b>Project Name</b>	<b>HSIP</b>	<b>AFA Not Used For Research &amp; Development</b>	

- programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
  - I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
  - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
  - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
  - L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## **27. Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE



TxDOT:		Federal Highway Administration:	
CSJ #	0914-33-092	CFDA No.	20.205
District #	14	CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106		
Project Name	HSIP	AFA Not Used For Research & Development	

program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

## 28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

## 29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0914-33-092</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>14</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>50106</b>		
<b>Project Name</b>	<b>HSIP</b>	<b>AFA Not Used For Research &amp; Development</b>	

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five executives to the State if:
    - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0914-33-092</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>14</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>50106</b>		
<b>Project Name</b>	<b>HSIP</b>	<b><i>AFA Not Used For Research &amp; Development</i></b>	

### 31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0914-33-092</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>14</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>50106</b>		
<b>Project Name</b>	<b>HSIP</b>	<b><i>AFA Not Used For Research &amp; Development</i></b>	

### 32. 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

Kenneth Stewart  
Typed or Printed Name

Director of Contract Services  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Ruben Becerra  
Typed or Printed Name

County Judge  
Typed or Printed Title

\_\_\_\_\_  
Date



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>3277-01-019</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>14</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>50106</b>		
<b>Project Name</b>	<b>HSIP</b>	<b><i>AFA Not Used For Research &amp; Development</i></b>	

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



A Resolution of the Hays County Commissioners Court  
Approving a Local Transportation Project (Winters Mill Parkway HSIP) Local On-system  
Agreement for an On-system Project and Authorizing the County  
Judge to Execute an Advanced Funding Agreement between Hays County and the Texas  
Department of Transportation

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §

**WHEREAS**, Winters Mill Parkway from RM 12 intersection to FM 3237 improvement project is an element of the Highway Safety Improvement Program; and

**WHEREAS**, Hays County will enter into an Advanced Funding Agreement with TxDOT with the intention to improve safety lighting, edge line profile marking, and centerline profile markings for local traffic conditions at this location; and

**WHEREAS**, TxDOT will provide a fixed funding of labor and material costs in the amount not to exceed \$368,429 and Hays County will be responsible for all engineering, environmental costs, and 100% project cost overruns for all phases including construction: and

**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 (Winters Mill Parkway from RM 12 to FM 3237) Advance Funding 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 13<sup>th</sup> DAY OF JULY, 2021**



---

Ruben Becerra  
Hays County Judge

---

Debbie Gonzales Ingalsbe  
Commissioner, Pct. 1

---

Mark Jones  
Commissioner, Pct. 2

---

Lon A. Shell  
Commissioner, Pct. 3

---

Walt Smith  
Commissioner, Pct. 4

ATTEST:

---

Elaine H. Cárdenas, MBA, PhD  
Hays County Clerk



TxDOT:		Federal Highway Administration:	
CSJ #	0914-33-092	CFDA No.	20.205
District #	14	CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106		
Project Name	HSIP	AFA Not Used For Research & Development	

## ATTACHMENT C PROJECT BUDGET

Costs will be allocated **based on 100% of Federal funding** and Local Government funding until the Federal funding reaches the maximum obligated amount of \$368,429.

The Local Government will then be responsible for 100% of the costs.

Description CSJ#0914-33-092.	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$55,264	0%	\$0	0%	\$0	100%	\$55,264
Construction (by State)	\$368,429	100%	\$368,429	0%	\$0	0%	\$0
Subtotal	\$423,693		\$368,429		\$0		\$55,264
Environmental Direct State Costs	\$2,118	0%	\$0	0%	\$0	100%	\$2,118
Right of Way Direct State Costs	\$530	0%	\$0	0%	\$0	100%	\$530
Engineering Direct State Costs	\$3,178	0%	\$0	0%	\$0	100%	\$3,178
Utility Direct State Costs	\$530	0%	\$0	0%	\$0	100%	\$530
Construction Direct State Costs	\$14,829	0%	\$0	0%	\$0	100%	\$14,829
Indirect State Costs 4.52%	\$19,151	0%	\$0	100%	\$19,151	0%	\$0
TOTAL	\$464,029		\$368,429		\$19,151		\$76,449

Initial payment by the Local Government to the State: \$6,335

Payment by the Local Government to the State before construction: \$14,829.

Estimated total payment by the Local Government to the State \$21,185.

The total amount of Federal participation shall not exceed the amount appearing above.  
This is an estimate. The final amount of Local Government participation will be based on actual costs.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Hold a public hearing with possible action to establish a 4-way stop at the intersection of Darden Hill Road, Sawyer Ranch Road, and the entrance for the new Cypress Springs Elementary School opening Fall 2021.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

July 13, 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

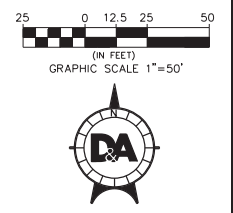
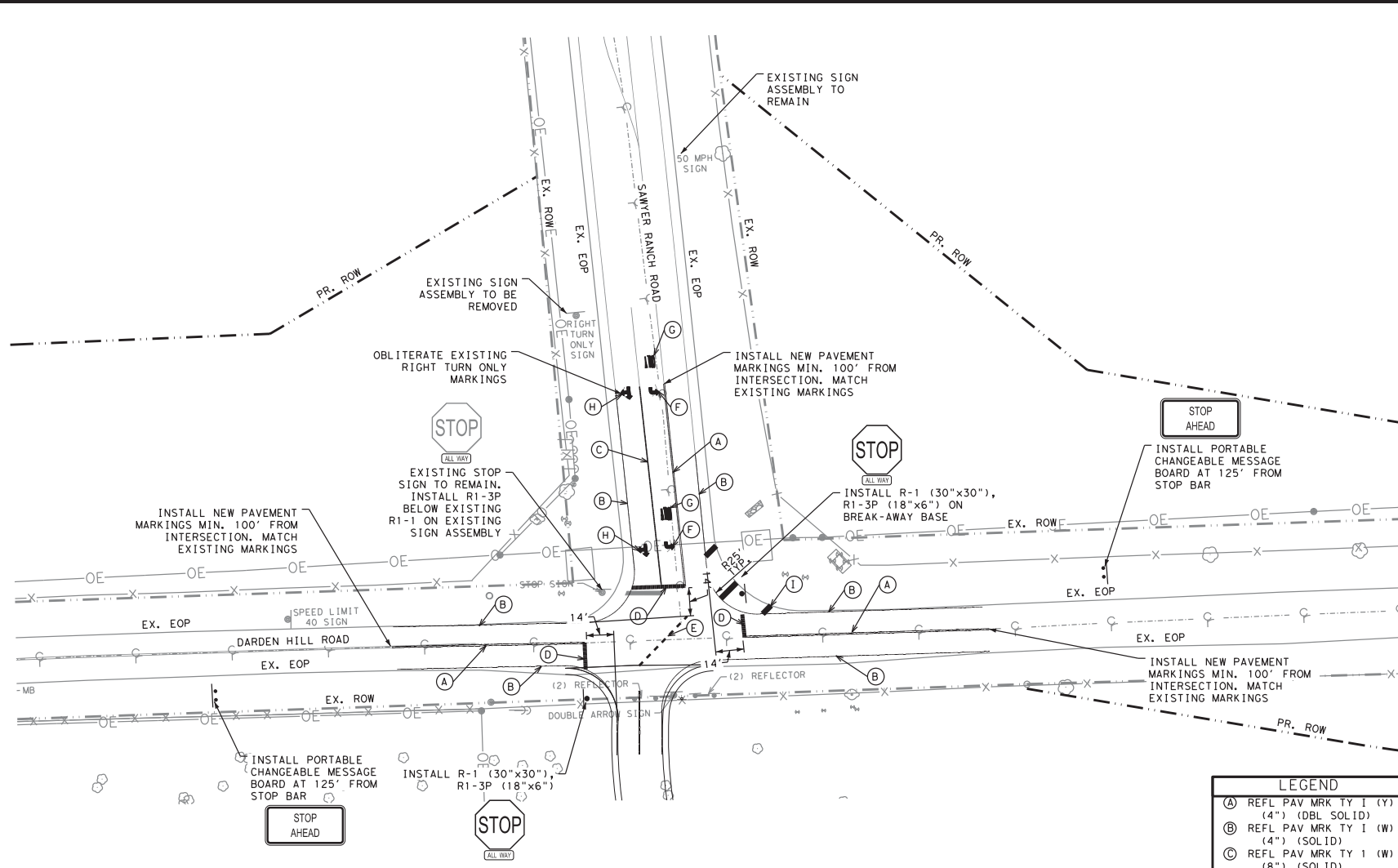
N/A

#### SUMMARY

Darden Hill Road does not currently have stop signs at Sawyer Ranch Road, so as a result of the new school entrance at the same location, a 4-way stop is necessary to control traffic at this intersection.




DATE: 6/14/2021 11:32:06 AM  
FILE: D:\doucet-pw-bentley.com\doucet-pw-01\Documents\Active Projects\025-013\60.0 CADD Engineer\fig\60.4 Sheet - Files\60.4.1 CD-95% SHEETS\025-013-STOP-PV.MRK




NOTE: ALL SIGNS ARE TO BE INSTALLED AT A DISTANCE OF 12' FROM THE EDGE OF TRAVELWAY UNLESS OTHERWISE STATED IN THE PLANS.

95% REFERENCE PLANS PRELIMINARY: THIS DOCUMENT FOR REFERENCE ONLY UNDER THE AUTHORITY OF P.E. CHARLES LEROY MYNIER 82039 6/14/2021 IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.  
**DARDEN HILL ROAD (CR 162)**  
4-WAY STOP  
CONDITION PAVEMENT MARKING PLAN

LEGEND	
(A)	REFL PAV MRK TY I (Y) (4") (DBL SOLID)
(B)	REFL PAV MRK TY I (W) (4") (SOLID)
(C)	REFL PAV MRK TY I (W) (8") (SOLID)
(D)	REFL PAV MRK TY I (W) (24")
(E)	REFL PAV MRK TY I (W) (8") (DOTTED) WITH 2' STRIPING AND 6' SPACING
(F)	REFL PAV MRK TY I (W) (ARROW)
(G)	REFL PAV MRK TY I (W) (WORD)
(H)	REFL PAV MRK TY I (W) (DBL ARROW)
(I)	REFL PAV MRK TY I (Y) (24") AT 45° AND 20° SPACING



HAYS COUNTY  
DEPARTMENT OF  
ENGINEERING  
2171 VANDERBILT RD  
SAN MARCOS, TEXAS 78666  
PHONE: 512-393-7785  
FAX: 512-393-7793



**DOUCET & ASSOCIATES**  
Civil Engineering • Planning • Geospatial  
7401 S. Highway 71 W, Suite 140  
Austin, Texas 78735, Phone: 512-758-0800  
www.DoucetEngineers.com  
Firm Registration Number: 3937

PROJECT:	025-013	SHEET NO.
HORIZ. SCALE:		
VERT. SCALE:		
FILE:	025-013-STOP-PV.MRK	



# Proposed 4-way Stop location

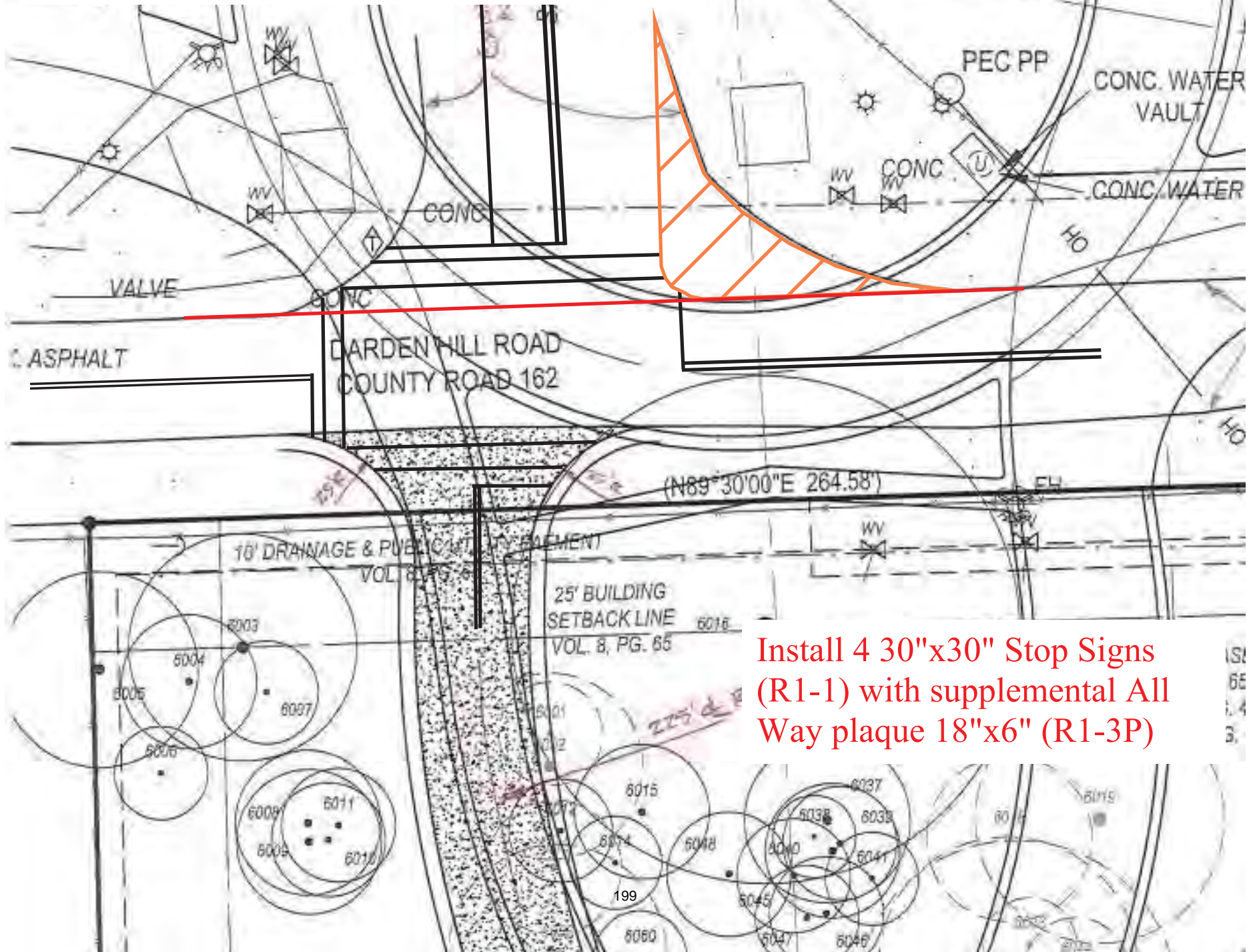
Write a description for your map.

Legend





1. Place crosswalk in line with ramps, if any.
2. Crosswalk width should be 6-10' wide.
3. Stop bar should be 4' from the crosswalk.
4. Stop sign should be placed in line with the stop bar.



Install 4 30"x30" Stop Signs  
(R1-1) with supplemental All  
Way plaque 18"x6" (R1-3P)



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Hold a public hearing with possible action to establish a One-Way traffic zone (eastbound only) for the eastern segment of Tiger Lane as a result of new school traffic routes for the Dripping Springs Middle School for Fall 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 13, 2021	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

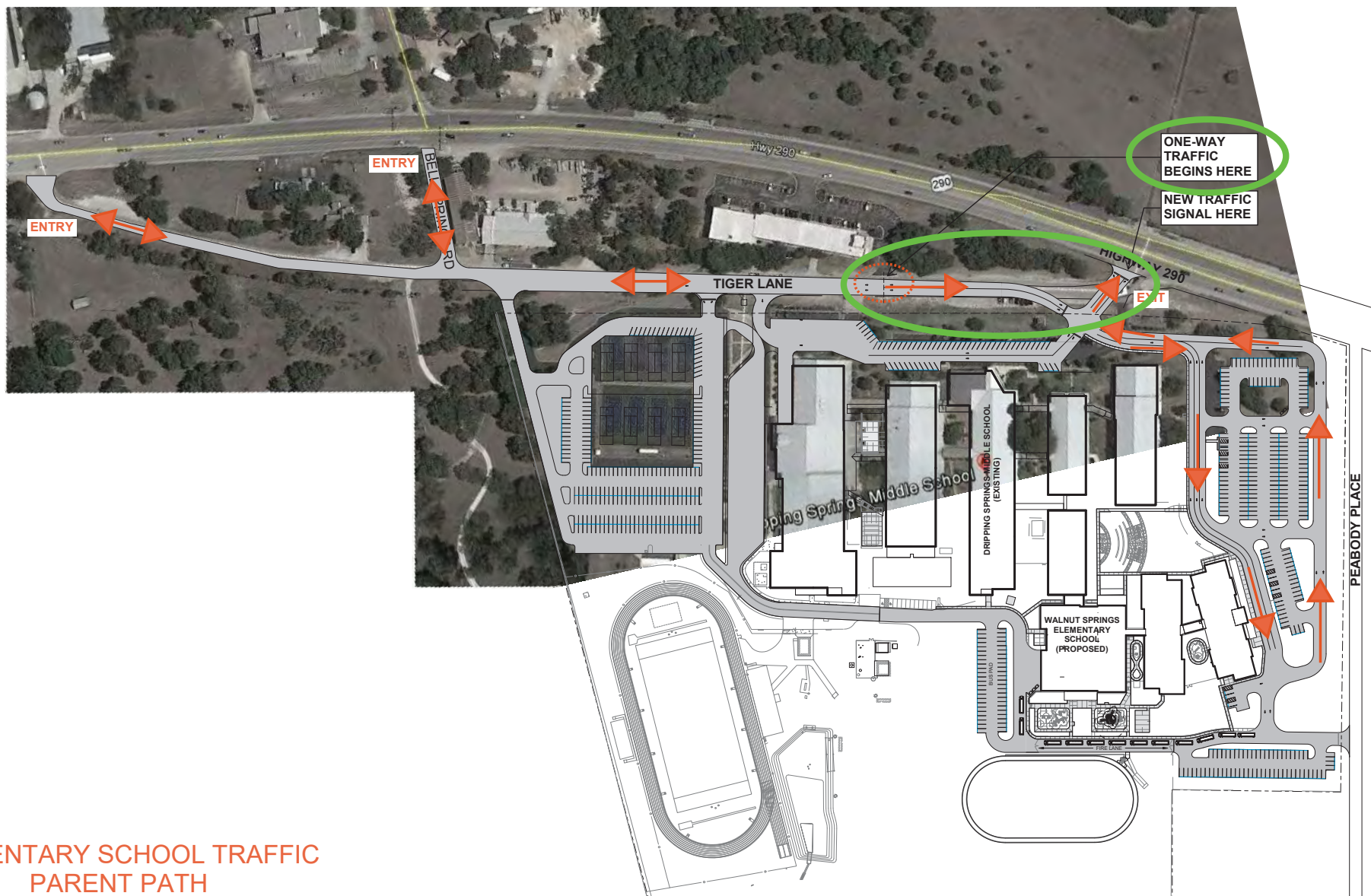
PURCHASING GUIDELINES FOLLOWED: N/A      AUDITOR REVIEW: N/A

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

#### SUMMARY

Tiger Lane will be reconstructed over the summer 2021 along with the improvements to Dripping Springs Middle School. New traffic routes will be enforced when school begins in the Fall, including the need for a One-Way traffic route on the eastern-most segment of Tiger Lane (approx. 500 ft. long) for eastbound traffic as they approach a new traffic signal at US 290.





# ELEMENTARY SCHOOL TRAFFIC PARENT PATH

OVERALL TRAFFIC PLAN - WSES



## 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 call for a public hearing on July 27, 2021 to establish a "No Parking" zone along both sides of Bliss Spillar Road between September Song Drive and the Travis County line.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 13, 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	JONES	N/A

#### SUMMARY

In response to multiple instances of vehicles parking along both sides of Bliss Spillar Road, there is a need to establish a "No Parking" zone with signage within the ROW.



# Bliss Spillar Rd

No Parking zone: September Song Dr to Travis Co. line.

Legend

Travis County

Hays County

Arrowhead Acres

Bliss Spillar Rd

Travis County

No Parking zone - both sides of the road.

Hays County

September Song Dr

Ramrod Dr

Gunsmith Dr

Cattleman Dr

Autumn Wood

Google Earth

© 2021 Google

203

Copper Hills Dr

1000 ft





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction & drainage improvements, accept the 2-year maintenance bond #800103506 in the amount of \$185,072.41, and accept the 5-year pavement maintenance bond #30114351 in the amount of \$36,316.62 for Anthem subd., Phase 1A.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 13, 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	JONES	N/A

#### SUMMARY

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW. A construction bond was not issued for this project, so there isn't anything to release.



**HAYS COUNTY  
TRANSPORTATION DEPARTMENT**



P.O. BOX 906  
San Marcos, TX 78667

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

July 6, 2021

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

RE: Anthem subdivision, Phase 1A

Dear Commissioners and Judge:

David Fusilier, P.E. with Atwell, LLC, is requesting that Hays County accept construction of the roads and drainage improvements for Anthem subdivision, Phase 1A, accept the 2-year maintenance bond #800103506 in the amount of \$185,072.41, and accept the 5-year pavement bond #30114351 in the amount of \$36,316.62. A concurrence letter and as-built plans have been received as required by Hays County.

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

Respectfully,

Jerry Borcharding, P.E.  
Director  
Hays County Transportation





CONSULTING. ENGINEERING. CONSTRUCTION.

June 7, 2021

Mr. Jerry Borcharding, P.E.  
County Engineer  
Hays County  
Yarrington Road  
San Marcos, Texas 78666

**RE: Engineer's Concurrence Letter  
Anthem Phase 1A Subdivision Project**

Mr. Borcharding:

On June 2, 2021, Atwell, LLC, made a final visual inspection of the Anthem Phase 1A Subdivision Project. A final walkthrough inspection with the contractor, C.C. Carlton Industries, Ltd., and Hays County has been conducted. Atwell, LLC personnel have also visited the project site during construction and observed that the infrastructure improvements were constructed in accordance with the approved plans, with insignificant deviations.

Anthem Phase 1A construction included street improvements, as well as sidewalks, storm sewer lines, storm sewer outfalls, storm water detention ponds, water distribution system lines, and wastewater collection system lines. It is noted that Hays County maintenance responsibilities included streets, and roadside swales and ditches.

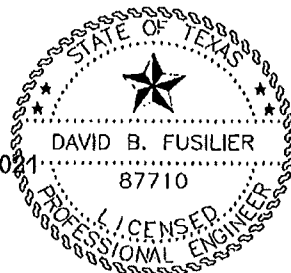
Furthermore, all known punch list items identified by Hays County Transportation Department have been addressed to the satisfaction of the Department.

I, therefore, verify the adequate completion of the subdivision infrastructure improvements.

If you should have any questions pertaining to this project or if you need further explanation, please feel free to call me at (512) 904-0505.

David Fusilier, PE  
Senior Project Engineer  
Atwell, LLC  
TBPE Firm #12242

06/07/2021







MAINTENANCE BOND

BOND NO. 800103506

KNOW ALL MEN BY THESE PRESENTS:

That we CC Carlton Industries, Ltd. as Principal, and  
Atlantic Specialty Insurance Company as Surety, are held and firmly bound unto  
Hays County Transportation Department  
as Obligor in the sum of One Hundred Eighty-five Thousand Seventy-two And 41/100  
Dollars (\$185,072.41) for which sum,  
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Principal entered into a contract with the  
Obligor for:  
Anthem Phase 1A Subdivision Erosion, Street and Grading Improvements

Which contract is by reference made a part hereof and is hereafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such, that if the Contractor shall make good any defect in material  
or construction that shall appear within Two (2) year(s) from the date of the substantial completion,  
( 6/21/2023 ) this shall be null and void and otherwise remain in full force and effect.

Signed, sealed and dated this 21st day of June, 2021.

CC Carlton Industries, Ltd.

[Signature]  
Witness

BY:

[Signature]  
Principal

ITS:

V.D. PROJECT MANAGEMENT

Atlantic Specialty Insurance Company

BY:

[Signature]  
Attorney-in-Fact  
John W. Schuler

[Signature]  
Witness

6/





## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Walter E. Benson Jr, Steve Dobson, John W. Schuler**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

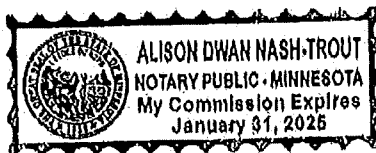
STATE OF MINNESOTA  
HENNEPIN COUNTY



By

Paul J. Brehm  
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 21st day of June, 2021.

This Power of Attorney expires  
January 31, 2025



Kara Barrow

Kara Barrow, Secretary

Please direct bond verifications to [surety@intactinsurance.com](mailto:surety@intactinsurance.com)



## IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

**1-800-321-2721**

You may also write to your Insurance Carrier at

Atlantic Specialty Insurance Company  
Paralegal

605 Highway 169 North, Suite 800  
Plymouth, MN 55441

**1-781-332-7671**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compa ia de seguros para informacion o para someter una queja al:

**1-800-321-2721**

Usted tambien puede escribir a su compa ia de seguros en:

Atlantic Specialty Insurance Company  
Paralegal

605 Highway 169 North, Suite 800  
Plymouth, MN 55441

**1-781-332-7671**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS □ RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte condicion del documento adjunto.





*C. C. Carlton Industries, Ltd.*

C. C. Carlton Industries, Ltd.  
2620 Brushy Creek Loop Bldg A  
Cedar Park, TX 78613

Office (512) 476-4282  
Fax (512) 476-4286  
[jdavis@cccCarlton.com](mailto:jdavis@cccCarlton.com)

Date: 6/23/2021

## TRANSMITTAL

To: Jim Parman	RE: Anthem Phase 1A
Hays County Transportation Department	Maintenance Bond
2171 Yarrington Road	
San Marcos, TX 78666	

WE ARE SENDING YOU:

- ☐ :Attached ☐ :Under Separate Cover  
☐ :Pay Request ☐ :Copy of Letter ☒ :Bond  
☐ :Contract ☐ :Change Orders ☐ :Waiver of Lien  
☐ :Other ☒ :Sent Via Courier

COPIES	DATE	NO.	DESCRIPTION
1	6/23/2021	1	Maintenance Bond

THESE ARE TRANSMITTED AS CHECKED BELOW:

- ☐ :For Approval ☒ :As Requested  
☒ :For Your Use ☐ :For Review & Comment  
☐ :Return (2) approved copies

  
JARED DAVIS, VP OF PROJECT MANAGEMENT

If enclosures are not as noted, kindly notify us at once.

Received By: \_\_\_\_\_  
Return 1 copy of signed transmittal via fax.



# MAINTENANCE BOND

Bond No. 30114351

KNOW ALL PERSONS BY THESE PRESENTS, That we Asphalt Inc., LLC dba Lone Star Paving of 11675 Jollyville Rd., Suite 150 Austin, TX 78759, hereinafter referred to as the Principal, and Continental Casualty Company, as Surety, are held and firmly bound unto Hay County of San Marcos, TX, hereinafter referred to as the Oblgee, in the sum of Thirty-Six Thousand, Three Hundred Sixteen and 62/100 Dollars (\$ 36,316.62), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the Oblgee-Hay County dated April 16th, 2021, for Anthem 1A 2700 FM 150, Kyle, TX 78640.

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of Five (5) year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on April 16th, 2021.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Oblgee for all loss that the Oblgee may sustain by reason of any defective materials or workmanship which become apparent during the period of Five (5) year(s) from and after \_\_\_\_\_ then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 9th day of April, 2021.

Asphalt Inc., LLC dba Lone Star Paving  
(Principal)

By Paul B... (Seal)

Continental Casualty Company  
(Surety)

By Brent M Blonigan (Seal)  
Brent M Blonigan Attorney-in-Fact



## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Brent M Blonigan, Rob J Dreiling, Kara Pierce, Raul F Campa, Individually**

of Richardson, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 22nd day of June, 2020.

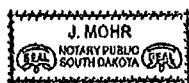


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of June, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

### CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 9th day of April, 2021.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



## Authorizing By-Laws and Resolutions

### ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Brufat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

### ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Brufat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

### ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Brufat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "



**State of Texas**

**Claim Notice Endorsement**

To be attached to and form a part of Bond No. 30114351.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

**CNA Surety**  
**151 North Franklin, 17th Floor**  
**Chicago, IL 60606**

**Telephone: 1-877-672-6115**



Figure: 28 TAC §1.601(a)(3)

## 1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-877-672-6115**

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:

CNA Surety  
151 North Franklin, 17th Floor  
Chicago, IL 60606

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

## 7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

## 8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Form F8277-6-2018

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

**1-877-672-6115**

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA y Continental Insurance Company:

CNA Surety  
151 North Franklin, 17th Floor  
Chicago, IL 60606

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

## DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA y Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to approve the 2021 Hays County Transportation Plan report, map, and roadway table.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

July 13, 2021

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jerry Borcharding

#### SPONSOR

JONES

#### CO-SPONSOR

N/A

#### SUMMARY

Joseph Cantalupo with K Friese + Associates will give a presentation regarding the plan as part of the request to the Commissioners Court to approve the following documents for the 2021 Hays County Transportation Plan update:

- Thoroughfare Plan Map
- Roadway Table
- Report Document

The County has finished updating its Transportation Plan to:

- Identify safety improvements
- Improve regional connections and mobility
- Plan for future growth and development

The Plan will serve as a tool to help implement projects, preserve right-of-way, and collaborate with regional partners to guide the future development of the County transportation system.



Hays County Transportation Plan  
Roadway Table

Roadway			HCTP Recommendations				
Type of Road	Name	Segment	Number of Lanes	Configuration*	Time Frame**	Right-of-Way (Feet)	Notes
State	IH 35	Travis County Line - Comal County Line	TBD	TBD	TBD	TBD	Developed by TxDOT
State	US 290 (W)	Blanco County Line - RM 165	TBD	TBD	TBD	TBD	TxDOT study in progress
State	US 290 (W)	RM 165 - RM 12	TBD	TBD	TBD	TBD	TxDOT study in progress
State	US 290 (W)	RM 12 - Nutty Brown Rd/Travis County Line	TBD	TBD	TBD	TBD	TxDOT study in progress
State	SH 21	Caldwell County Line - CR 159 (Yarrington)	TBD	TBD	TBD	280	Developed in partnership with TxDOT; ROW needs are still being determined (initial Hays County study recommended ROW widths up to 280 ft)
State	SH 21	CR 159 (Yarrington) - SH 80	TBD	TBD	TBD	280	Developed in partnership with TxDOT; ROW needs are still being determined (initial Hays County study recommended ROW widths up to 280 ft)
State	SH 45 (SW)	Loop 1 - FM 1626 (Travis and Hays counties)	4	Divided	Existing	400	
State	SH 80 / Old RR 12	RM 12/Wonder World Dr - Holland St	4	Undivided	Mid	100	
State	SH 80 / Old RR 12	Holland St - Lindsey	4	Undivided	Mid	100	
State	SH 80 / Old RR 12 / Moore St	Lindsey - Hopkins	4	Undivided	Mid	100	
State	SH 80 / E. Hopkins	Moore St - Loop 82	4	Undivided	Mid	100	
State	SH 80 / E. Hopkins	Loop 82 - CM Allen	4	Undivided	Mid	100	
State	SH 80 / E. Hopkins	CM Allen - IH 35	4	Undivided	Mid	100	
State	SH 80	IH 35 - SH 21	4	Divided	Long	150	
State	SH 80	SH 21 - Caldwell County Line	6	Divided	Long	200	
State	SH 123	IH 35 - Guadalupe County Line	6	Divided	Long	200	
State	Loop 82 / Aquarena Springs Dr	IH 35 - Sessom Dr	4	Divided	Existing	150	
State	Loop 82 / University Dr	Sessom Dr - Guadalupe St	4	Undivided	Existing	100	
State	Loop 82 / Guadalupe	University Dr - Grove St (One way SB)	3	Undivided (one way)	Existing	TBD	City of San Marcos study in progress
State	Loop 82 / LBJ	University Dr - Grove St (One way NB)	3	Undivided (one way)	Existing	TBD	City of San Marcos study in progress
State	Loop 82	Guadalupe St/Grove St - LBJ Dr (One way)	3	Undivided (one way)	Existing	TBD	City of San Marcos study in progress
State	Loop 82	LBJ Dr - IH 35 (Two way)	4	Undivided	Existing	TBD	City of San Marcos study in progress
State	FM 110 (E)	IH 35 - FM 621	4	Divided	Existing	150	
State	FM 150 (W)	RM 12 - RM 1826	4	Divided	Mid	200	Traffic circle design in progress to modify intersection with RM 12
State	FM 150 (W)	RM 1826 - FM 3237	2	Undivided	Long	100	
State	FM 150 (W)	FM 3237 - RC 16 (Kyle Loop North)	4	Divided	Short	200	
State	FM 150 (W)	RC 16 (Kyle Loop North) - FM 2770	4	Divided	Short	150	
State	FM 150 (W) / Rebel Dr	FM 2770 - W. Center St @ Rebel Dr	2	Divided	Long	100	
State	FM 150 (W) / Center St	Rebel Dr - IH 35	2	Undivided	Existing	100	
State	FM 150 (E)	IH 35 - SH 21	4	Undivided	Mid	100	CAMPO study in progress
State	FM 165	US 290 - Blanco County Line	2	Undivided	Long	100	
State	FM 621 / Staples Rd	SH 123 - Guadalupe County Line	4	Undivided	Mid	100	
State	FM 1626	SH 45 SW - RM 967	6	Divided	Mid	200	
State	FM 1626	RM 967 - FM 2770	6	Divided	Mid	200	
State	FM 1626	FM 2770 - IH 35	6	Divided	Mid	200	
State	FM 2001 / Overpass Rd	IH 35 - Old FM 2001 @ New FM 2001	4	Divided	Existing	150	
State	Old FM 2001	Overpass Rd - FM 2001	2	Undivided	Existing	100	



Hays County Transportation Plan  
Roadway Table

Roadway			HCTP Recommendations				
Type of Road	Name	Segment	Number of Lanes	Configuration*	Time Frame**	Right-of-Way (Feet)	Notes
State	FM 2001	Old FM 2001 @ New FM 2001 - Goforth Rd	4	Divided	Long	150	Area study recommended
State	FM 2001	Goforth - SH 21	4	Divided	Short	150	Area study recommended
State	FM 2439 / Hopkins Rd	SH 80 - Bishop	2	Undivided	Existing	60	
State	FM 2439/Hunter Rd)	Bishop - RM 12/Wonder World Dr	2	Divided	Existing	100	
State	FM 2439 / Hunter Rd	RM 12 - Centerpoint Rd	4	Divided	Existing	150	
State	FM 2439 / Hunter Rd	Centerpoint Rd - Comal County Line	4	Divided	Long	150	
State	FM 2770 / Jack C. Hays Trail	RM 967 / Main St - FM 1626	4	Divided	Long	150	
State	FM 2770 / Jack C. Hays Trail	FM 1626 - FM 150 (W)	4	Divided	Long	150	
State	RM 12	FM 3238 - Fitzhugh Rd	4	Divided	Mid	200	
State	RM 12	Fitzhugh Rd - FM 150 (W)	4	Divided	Mid	200	
State	RM 12	FM 150 (W) - Winters Mill Pkwy	4	Divided	Mid	200	
State	RM 12	Winters Mill Pkwy - FM 3237	2	Undivided	Mid	100	
State	RM 12	FM 3237 - RM 32	2	Divided	Mid	100	
State	RM 12	RM 32 - Old RR 12/SH 80	4	Divided	Mid	200	
State	RM 12 (Wonderworld Dr)	Old RR 12/SH 80 - FM 2439/Hunter Rd	6	Divided	Mid	200	
State	RM 12 (Wonderworld Dr)	FM 2439/Hunter Rd - SH 123	6	Divided	Mid	200	
State	RM 32	Comal County Line - RM 12	2	Divided	Long	100	
State	RM 1826	FM 150 (W) - Travis County Line	4	Divided	Mid	150	
State	RM 2325	Blanco County Line - Wimberley City Limits	4	Undivided	Long	100	
State	RM 2325	Wimberley City Limits - RM 12	2	Undivided	Long	100	
State	RM 3237	RM 12 - FM 150	4	Undivided	Mid	100	
State	RM 967	FM 1826 - FM 1626	4	Divided	Short	200	
State	RM 967	FM 1626 - Main St	4	Undivided	Long	100	
State	RM 967 / S. Loop 4 / S. Main St	Main St - W. Goforth	2	Undivided	Existing	100	
State	RM 967 / S. Loop 4 / S. Main St	W. Goforth - IH 35	4	Undivided	Long	100	
County/City	Beback Inn Rd / CR 270	Centerpoint Rd - Comal County Line	2	Undivided	Long	100	
County/City	Beebe Rd / High Rd	IH 35 - SH 21	4	Undivided	Long	100	
County/City	Bell Springs Rd	US 290 - Fitzhugh Rd	2	Undivided	Long	100	
County/City	Bunton Creek Rd	IH 35 - Kyle Pkwy	2	Undivided	Existing	60	
County/City	Bunton Ln / Gristmill Rd	Lehman Rd - SH 21 @ Gristmill Rd	4	Divided	Mid	100	Area study recommended
County/City	Centerpoint Rd / CR 234	FM 2439/Hunter Rd - IH 35	4	Divided	Mid	180	Partnership with City of San Marcos; Proposed ultimate design includes elevated 4-lane bridge with two frontage roads in each direction
County/City	Centerpoint Rd / CR 234	IH 35 - Old Bastrop Hwy	4	Divided	Long	100	Partnership with City of San Marcos
County/City	Centerpoint Rd / CR 234	Old Bastrop Hwy - Guadalupe County Line	2	Undivided	Existing	100	
County/City	Cotton Gin Rd / CR 129	Goforth Rd - CR 227	2	Undivided	Short	80	
County/City	CR 202	FM 150 - RC 33	4	Undivided	Long	120	
County/City	CR 1492 / Wayside Dr	RM 12 to Sachtleben Dr	2	Undivided	Existing	60	
County/City	CR 158	IH 35 - Turnersville Rd Extension	2	Divided	Mid	110	
County/City	Creek Rd / CR 190	FM 165 - Roger Hanks Pkwy.	2	Divided	Long	80	
County/City	Creek Rd / CR 190	Roger Hanks Pkwy - US 290	2	Undivided	Long	80	



Hays County Transportation Plan  
Roadway Table

Roadway			HCTP Recommendations				
Type of Road	Name	Segment	Number of Lanes	Configuration*	Time Frame**	Right-of-Way (Feet)	Notes
County/City	Crosswinds Pkwy	Windy Hill - RC 14	2	Divided	Existing	100	
County/City	Dacy Ln	Hillside Terrace - Goforth/Bunton Creek Rd	4	Undivided	Mid	150	
County/City	Darden Hill Rd / CR 162	RC 32 - Sawyer Ranch Rd	4	Divided	Mid	150	Current Hays County realignment project
County/City	Darden Hill Rd / CR 162	Sawyer Ranch Rd - FM 1826	4	Divided	Short	150	
County/City	Elder Hill Rd / CR 170	RM 12 - FM 150	2	Undivided	Existing	60	
County/City	Fischer Store Rd / CR 181	FM 2325 - Comal County Line	2	Undivided	Existing	60	
County/City	Fitzhugh Rd / CR 101	Blanco County Line - RM 12	2	Divided	Long	100	
County/City	Fitzhugh Rd / CR 101	RM 12 - Travis County Line	4	Undivided	Mid	100	Coordination with Travis County recommended
County/City	Flite Acres Rd	RR 2237 - Little Arkansas Rd	2	Undivided	Existing	60	
County/City	Frances Harris Ln / CR 265	Old Bastrop Hwy - Centerpoint Rd	2	Undivided	Existing	60	
County/City	Fulton Ranch Rd	Little Arkansas Rd - RM 12	2	Undivided	Existing	60	
County/City	Gatlin Creek Rd / CR 191	RM 12 - Mt. Gainor Rd	2	Undivided	Existing	60	
County/City	Goforth Rd / CR 157	FM 2001 - Bunton Creek Rd	2	Undivided	Existing	100	
County/City	Goforth St W. / CR 228	RM 967 - IH 35	2	Undivided	Existing	80	
County/City	Harris Hill Rd / CR 160	Yarrington Rd - SH 21	4	Divided	Mid	120	
County/City	Heidenreich Ln / CR 152	FM 150 - Bunton Ln	4	Undivided	Short	120	
County/City	Hilliard Rd / CR 222	Lost River Rd - Lime Kiln Rd	2	Undivided	Existing	80	
County/City	Hillside Terrace / CR 133	IH 35 - FM 2001	4	Divided	Mid	150	
County/City	Jacobs Well Rd / CR 182	RM 12 - FM 2325	2	Undivided	Mid	80	
County/City	Kohlers Xing	FM 2770 - IH 35	4	Divided	Existing	100	
County/City	Kyle Crossing	IH 35 - Kohler Xing	4	Divided	Long	150	Area study recommended
County/City	Kyle Crossing	Kohler Xing - IH 35 @ Old Bridge Trail	2	Undivided	Existing	80	
County/City	Kyle Parkway	IH 35 @ FM 1626 - Dacy Ln	6	Divided	Existing	200	Area study recommended
County/City	Ledgerock Rd / CR 244	Mount Gainor Rd - FM 2325	2	Undivided	Existing	60	
County/City	Lehman Rd	Goforth Rd - FM 150	4	Divided	Long	150	
County/City	Lime Kiln Rd / CR 225	Post Rd - RC 21	2	Undivided	Existing	60	
County/City	Little Arkansas Rd	Flite Acres - Fulton Ranch (Blanco River crossing)	2	Undivided	Long	60	
County/City	Lone Man Mountain Rd / CR 183	RM 12 - FM 2327	2	Undivided	Existing	60	
County/City	Longhorn Trail / CR 246	Mt. Sharp Rd (W) - Mt. Sharp Rd (E)	2	Undivided	Existing	60	
County/City	Main St West	Garison Rd - IH 35	4	Undivided	Existing	100	
County/City	Marketplace Ave.	FM 1626 - IH 35 @ Burleson Rd	2	Divided	Existing	100	
County/City	McCarty Ln / CR 233	FM 2439/Hunter Rd - West end of McCarty Ln	2	Undivided	Existing	100	
County/City	McCarty Ln / CR 233	FM 2439/Hunter Rd - IH 35	4	Divided	Mid	150	Proposed ultimate design includes elevated 4-lane bridge with two frontage roads in each direction
County/City	McCarty Ln / CR 233	IH 35 - Old Bastrop Hwy	4	Divided	Long	150	
County/City	McGregor Ln / CR 187	Blanco County Line - Fitzhugh Rd	2	Undivided	Existing	60	
County/City	McGregor Ln / CR 187	Fitzhugh Rd - US 290 (W)	4	Undivided	Long	100	
County/City	Mount Gainor Rd / CR 220	Gatlin Creek Rd - Creek Rd	2	Undivided	Existing	60	
County/City	Mount Sharp Rd / CR 219	FM 2325 - Mount Gainor Rd	2	Undivided	Existing	60	
County/City	Nutty Brown Rd / CR 163	US 290 - FM 1826	4	Divided	Mid	100	



Hays County Transportation Plan  
Roadway Table

Roadway			HCTP Recommendations				
Type of Road	Name	Segment	Number of Lanes	Configuration*	Time Frame**	Right-of-Way (Feet)	Notes
County/City	Old Bastrop Hwy / CR 266	SH 21 - SH 80	2	Undivided	Mid	80	
County/City	Old Bastrop Hwy / CR 266	SH 80 - IH 35 (S)	2	Undivided	Existing	100	
County/City	Old Goforth Rd / CR 119	FM 2001 - Hillside Terrace	4	Divided	Long	100	
County/City	Old San Antonio Rd	Travis County Line - Cabelas Dr	2	Undivided	Existing	80	
County/City	Old Stagecoach Rd / CR 136	FM 150 - Wildcat Hollow	2	Divided	Mid	100	
County/City	Old Stagecoach Rd / CR 136	Wildcat Hollow - Post Rd	2	Undivided	Existing	80	
County/City	Plum Creek Rd / CR 150	High Rd - Gristmill Rd	2	Undivided	Existing	60	
County/City	Posey Rd / CR 235	FM 2439 - IH 35	4	Divided	Long	150	
County/City	Posey Rd / CR 235	IH 35 - Old Bastrop Hwy	4	Divided	Long	100	
County/City	Post Rd / CR 140	IH 35 - Aquarena Springs Rd	2	Divided	Mid	80	
County/City	Prochnow Rd	Pursley Rd - Mt. Gainor Rd	2	Undivided	Long	80	
County/City	Pursley Rd / Creek Rd / CR 198	FM 165 - Mt. Gainor Rd	2	Undivided	Existing	60	
County/City	Robert S. Light Blvd / CR 132	FM 2770 - FM 1626	4	Divided	Long	200	
County/City	Sachtleben Dr	Fischer Store Rd to Wayside Dr	2	Undivided	Existing	60	
County/City	Satterwhite Rd / CR 107	FM 2001 - Turnersville Rd extension	2	Undivided	Long	100	
County/City	Sawyer Ranch Rd / CR 164	US 290 - Darden Hill Rd	4	Divided	Short	100	
County/City	Shadow Creek Blvd	Windy Hill Rd - Quarter Ave	4	Undivided	Existing	100	
County/City	Trautwein	US 290 - Fitzhugh Rd	2	Undivided	Long	100	
County/City	Uhland Rd / CR 161	IH 35 - River Rd	2	Undivided	Mid	100	
County/City	Uhland Rd / CR 161	Harris Hill - River Rd	2	Divided	Mid	120	
County/City	Williamson Rd	FM 2001 - Travis County Line	2	Undivided	Long	80	Area study recommended
County/City	Windy Hill Rd	IH 35 - FM 2001	4	Divided	Mid	150	
County/City	Winters Mill Pkwy (new RM 12)	RM 12 - FM 3237	4	Divided	Long	200	
County/City	Yarrington Rd / CR 159	IH 35 - RC 24	4	Divided	Long	220	Future designation as FM 150 planned
County/City	Yarrington Rd / CR 159	RC 24 - SH 21	4	Divided	Long	100	Future designation as FM 150 planned
Recommended Connection	RC 1 (Dripping Springs)	RM 12 - US 290 W	4	Divided	Mid	150	
Recommended Connection	RC 2 (Dripping Springs Southwest Connection)	FM 150 @ RM 12 - Holder Lane	4	Divided	Mid	150	Hays County study in progress
Recommended Connection	RC 5 (Driftwood Bypass)	RM 967 - FM 150	4	Divided	Mid	200	Hays County study in progress
Recommended Connection	RC 6 (Connection to Travis County)	RM 967 - FM 1826 & Hays County line	2	Undivided	Mid	80	
Recommended Connection	RC 7 (SH 45 SW Ext)	FM 1626 - IH 35 (Hays and Travis counties)	4	Divided	TBD	TBD	Developed as regional partnership
Recommended Connection	RC 8 (Garlic Creek Pkwy)	SH 45 - RM 967	4	Divided	Mid	200	
Recommended Connection	RC 9 (Garison Rd Extension)	Main St - SH 45 Ext	4	Divided	Long	100	
Recommended Connection	RC 10 (Main St East)	IH 35 - Turnersville Rd	6	Divided	Long	200	
Recommended Connection	RC 11 (Turnersville Rd)	Main Street East (RC 10) - FM 110 @ Yarrington Rd	6	Divided	Mid	200	Area study recommended
Recommended Connection	RC 12 (Windy Hill Rd)	Windy Hill @ Mathias - FM 2001	4	Divided	Mid	150	Area study recommended
Recommended Connection	RC 13 (Shadow Creek Blvd Extension)	Hillside Terrace - Shadow Creek Blvd @ Quarter Ave	4	Undivided	Long	100	
Recommended Connection	RC 14 (Crosswinds Parkway Extension)	Crosswinds Pkwy - Goforth Rd @ Cody Ln	2	Divided	Mid	100	
Recommended Connection	RC 15 (Robert S. Light Blvd / CR 132 Extension)	IH 35 - FM 2770	4	Divided	Long	250	
Recommended Connection	RC 16 (Kyle Loop North)	FM 1626 @ Robert S. Light Blvd - FM 150	4	Divided	Long	100	



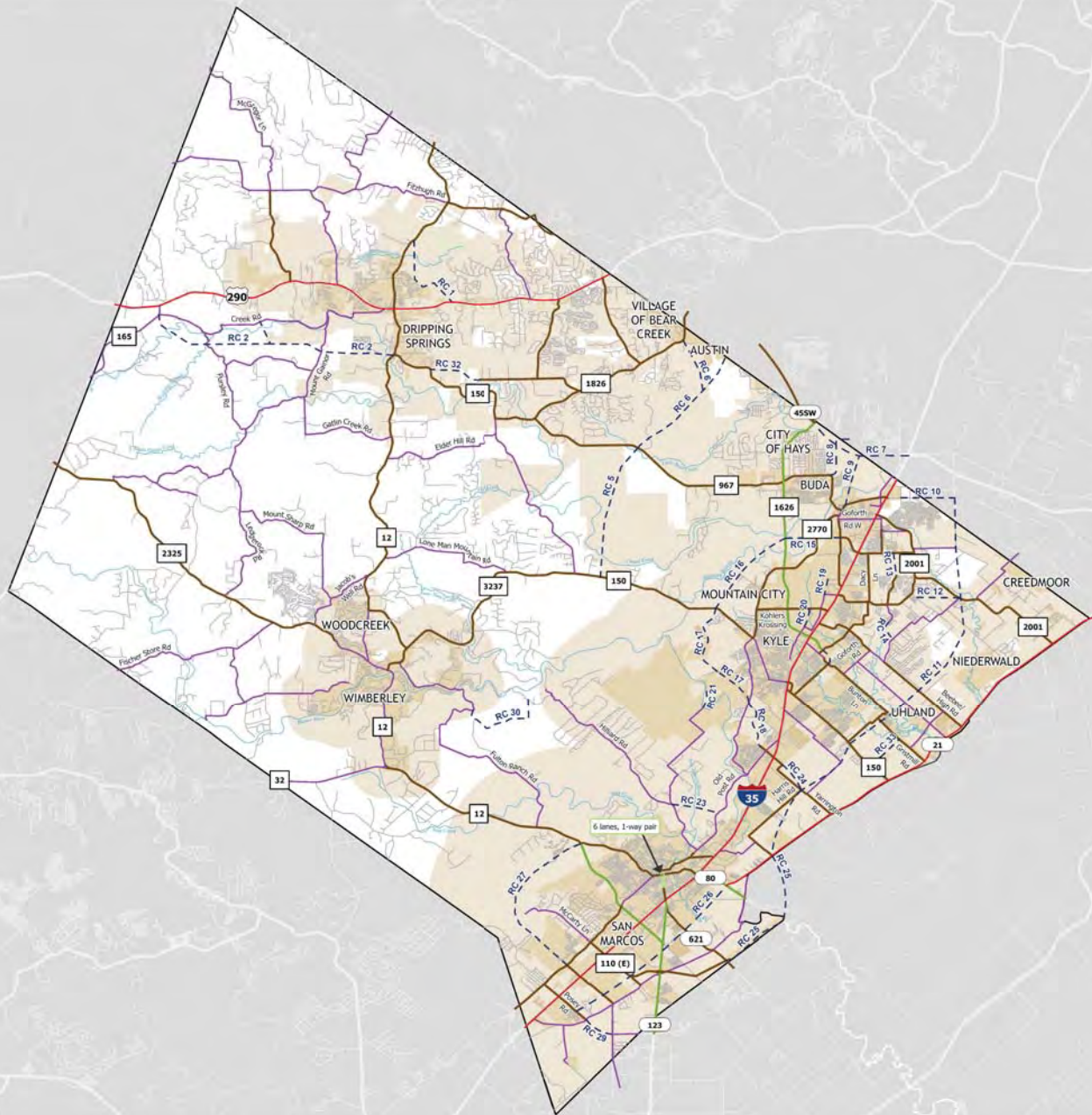
Hays County Transportation Plan  
Roadway Table

Roadway			HCTP Recommendations				
Type of Road	Name	Segment	Number of Lanes	Configuration*	Time Frame**	Right-of-Way (Feet)	Notes
Recommended Connection	RC 17 (New FM 150 Alignment)	FM 150 (W of Arroyo Ranch) - Old Stagecoach Rd @ Kyle Loop	4	Divided	Short	150	
Recommended Connection	RC 18 (Kyle Loop West)	Old Stagecoach Rd - IH 35 @ FM 110/Yarrington Rd	4	Divided	Long	100	Extension from FM 150 (W) to IH 35 (S)
Recommended Connection	RC 19 (Kyle Crossing Extension)	Kyle Crossing - S Loop 4	4	Divided	Long	150	
Recommended Connection	RC 20 (Marketplace Extension)	Marketplace Ave @ Old Bridge Trl - Kohler's Crossing	4	Divided	Mid	150	
Recommended Connection	RC 21 (Blanco River Crossing)	Lime Kiln Rd - Cypress Rd	2	Divided	Long	100	
Recommended Connection	RC 22 (Kyle Parkway Extension)	Dacy Ln - Lehman Rd	6	Divided	Mid	200	Area study recommended
Recommended Connection	RC 23 (Hilliard Rd Extension)	Lime Kiln Rd to Post Rd	2	Undivided	Mid	100	
Recommended Connection	RC 24 (FM 110 E)	IH 35 (N) - Turnersville Rd Extension (RC 11) @ Yarrington Rd	4	Divided	Long	220	
Recommended Connection	RC 25 (FM 110 E Extension)	Turnersville Rd Extension (RC 11) @ Yarrington Rd - FM 621	4	Divided	Short	220	
Recommended Connection	RC 26 (SH 21 Extension)	SH 80 - IH 35 @ Posey Rd	TBD	TBD	TBD	TBD	Developed by TxDOT; study recommended in the short term
Recommended Connection	RC 27 (FM 110 W / San Marcos Loop)	RM 12 @ Old Ranch Road - Centerpoint Rd @ FM 2439 / Hunter Rd	4	Divided	Long	150	
Recommended Connection	RC 29 (Posey Rd / CR 235 Extension)	Old Bastrop Hwy - SH 123 @ Beback Inn Rd	2	Undivided	Long	100	
Recommended Connection	RC 30 (Hilliard Rd)	Fulton Ranch Rd - Lost River Rd	2	Undivided	Long	60	Emergency access designation
Recommended Connection	RC 32 (Darden Hill Realignment)	Darden Hill Rd - RM 150	4	Divided	Mid	150	Current Hays County realignment project
Recommended Connection	RC 33 (CR 202 Extension)	CR 202 - Gristmill Rd	4	Undivided	Long	120	

\* Bicycle and pedestrian facilities are recommended for roadways with more than 2 lanes, and for 2-lane divided facilities.

\*\* "Short": 2020-2029; "Mid": 2030-2039; "Long": 2040-2045; "Existing": indicates the recommended cross section is already constructed (does not necessarily indicate the recommended ROW is already obtained).





### Legend

- Local road
- 2-lane
- 4-lane
- 6-lane
- Recommended Connections
- Major TxDOT Projects
- ETJ
- City Limits

## Hays County Transportation Plan Thoroughfare Plan



Date: 5/25/2021



**HAYS COUNTY**



**K. FRIESE  
+ ASSOCIATES**  
PUBLIC PROJECT ENGINEERING

FIRM NO. 6535



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction & drainage improvements, release of the subdivision bond #LICX1204150 in the amount of \$618,972.50 and accept the 2-year maintenance bond #146807W in the amount of \$106,492.53 for Hymeadow subd., Phase 1, Section 3.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 13, 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	INGALSBE	N/A

#### SUMMARY

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



**HAYS COUNTY  
TRANSPORTATION DEPARTMENT**



P.O. BOX 906  
San Marcos, TX 78667

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

July 6, 2021

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

RE: Hymeadow subdivision, Phase 1, Section 3

Dear Commissioners and Judge:

Stephen A. Sherrill, P.E. with Binkley & Barfield Engineers, is requesting that Hays County accept construction of the roads and drainage improvements for Hymeadow subdivision, Phase 1, Section 3, release the subdivision bond #LICX1204150 in the amount of \$618,972.50, and accept the 2-year maintenance bond #146807W in the amount of \$106,492.53. A concurrence letter and as-built plans have been received as required by Hays County.

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

Respectfully,

Jerry Borcharding, P.E.  
Director  
Hays County Transportation



**Re: HYMEADOW SECTION 3 PHASE 1 SUBDIVISION  
STREETS, DRAINAGE, WATER AND WASTEWATER  
ENGINEER'S CONCURRENCE LETTER  
Binkley & Barfield Project No. 2000000443.000**

**TO WHOM IT MAY CONCERN:**

Please find this letter as our engineering concurrence for the above referenced project. On this day, June 3, 2021, I, the undersigned professional engineer, or my representative, made a visual observation of the above referenced project. The conclusion drawn from this final inspection is that the Hymeadow Section 3 Phase 1 Street, Drainage, Water and Wastewater Improvements have been constructed in general compliance with the approved plans, specifications, and requirements. I, therefore, recommend acceptance of the project by the Hays County Transportation, Maxwell Special Utility District, Aqua Texas, and City of San Marcos.

This concurrence letter is based on general visual observations of the project during construction. As engineer, neither I nor my firm was engaged to perform inspection services.

Revegetation of areas disturbed during construction remain in progress with appropriate erosion controls in place to minimize potential erosive events during the grow-in-period. Additionally, a wastewater lift station needs a final startup when electric power is energized and natural gas for backup generator.

Regards,

**Binkley & Barfield, Inc.**



**Stephen A. Sherrill, P.E.**  
Sr. Project Manager  
[ssherrill@binkleybarfield.com](mailto:ssherrill@binkleybarfield.com)



cc: James Parman, Hays County Transportation  
Justin Ivicic, Maxwell Special Utility District  
Brent Reeh, Aqua Texas  
Michael Cardwell, City of San Marcos  
Frank Del Castillo, Starlight Homes

J:\StarlightHomes\2000000443.000\_Hymeadow Sec 3 -Starlight Homes\2.00\_Correspondence\2.01\_Files\_Received\_Delivered\Engineer Concurrence\20210609\_Engineer Concurrence Letter Hymeadow Sec 3 Ph 1.docx



# MAINTENANCE BOND

Bond No.: 146807W

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto Hays County as Oblige, in the sum of One Hundred Six Thousand Four Hundred Ninety-two And 53/100 (\$106,492.53) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Oblige(s) to: Hymeadow Section 3 Phase 1

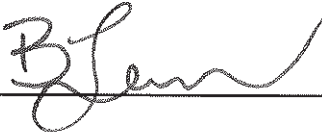
WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of 2 year(s) following final acceptance of said improvements: Hymeadow Section 3 Phase 1 - Street and Drainage Improvements

NOW THEREFORE, if the above Principal shall indemnify the Oblige for all loss that Oblige may sustain by reason of any defective materials or workmanship which become apparent during the period of 2 year (s) from and after acceptance of said improvements by Oblige, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact.

This 7th day of June, 2021.

JL Gray Construction, Inc.  
Principal

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

Westfield Insurance Company  
Surety

Seal

Local Recording Agency:  
K & S Insurance  
P O Box 277  
Rockwall, TX 75087

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

Jack Nottingham, Attorney-in-fact



General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 4220012 14

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, JOINTLY OR SEVERALLY**

of **ROCKWALL** and State of **TX** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship- . . . . .

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of Indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 7th day of June A.D., 2021 .



Frank A. Carrino, Secretary



**IMPORTANT NOTICE  
STATE OF TEXAS  
COMPLAINT PROCEDURES**

**1. IMPORTANT NOTICE**

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

**1-800-243-0210**

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims  
One Park Circle  
P O Box 5001  
Westfield Center, OH 44251-5001  
Fax #330-887-0840**

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

**P.O. Box 149091  
Austin, TX 78714-9091  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)**

**7. PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the agent, **Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company** first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**8. ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

**1-800-243-0210**

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company:**

**Attn: Bond Claims  
One Park Circle  
P O Box 5001  
Westfield Center, OH 44251-5001  
Fax #330-887-0840**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

**P.O. Box 149091  
Austin, TX 78714-9091  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)**

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, **Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company** primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction & drainage improvements, release of the subdivision bond #LICX1204149 in the amount of \$476,054.42, and accept the 2-year maintenance bond #146807X in the amount of \$86,942.60 for Hymeadow subd., Phase 2, Section 3.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 13, 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	INGALSBE	N/A

#### SUMMARY

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



**HAYS COUNTY  
TRANSPORTATION DEPARTMENT**



P.O. BOX 906  
San Marcos, TX 78667

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

July 6, 2021

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

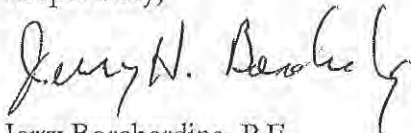
RE: Hymeadow subdivision, Phase 2, Section 3

Dear Commissioners and Judge:

Stephen A. Sherrill, P.E. with Binkley & Barfield Engineers, is requesting that Hays County accept construction of the roads and drainage improvements for Hymeadow subdivision, Phase 2, Section 3, release of the subdivision bond #LICX1204149 in the amount of \$476,054.42, and accept the 2-year maintenance bond #146807X in the amount of \$86,942.60. A concurrence letter and as-built plans have been received as required by Hays County.

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

Respectfully,



Jerry Borcharding, P.E.  
Director  
Hays County Transportation



June 9, 2021

Via: E-Mail

**Re: HYMEADOW SECTION 3 PHASE 2 SUBDIVISION  
STREETS, DRAINAGE, WATER AND WASTEWATER  
ENGINEER'S CONCURRENCE LETTER  
Binkley & Barfield Project No. 2000000443.000**

**TO WHOM IT MAY CONCERN:**

Please find this letter as our engineering concurrence for the above referenced project. On this day, June 3, 2021, I, the undersigned professional engineer, or my representative, made a visual observation of the above referenced project. The conclusion drawn from this final inspection is that the Hymeadow Section 3 Phase 2 Street, Drainage, Water and Wastewater Improvements have been constructed in general compliance with the approved plans, specifications, and requirements. I, therefore, recommend acceptance of the project by the Hays County Transportation, Maxwell Special Utility District, Aqua Texas, and City of San Marcos.

This concurrence letter is based on general visual observations of the project during construction. As engineer, neither I nor my firm was engaged to perform inspection services.

Revegetation of areas disturbed during construction remain in progress with appropriate erosion controls in place to minimize potential erosive events during the grow-in-period. Additionally, a wastewater lift station in the adjacent Hymeadow Section 3 Phase 1 needs a final startup when electric power is energized and natural gas for backup generator.

Regards,

**Binkley & Barfield, Inc.**



**Stephen A. Sherrill, P.E.**  
*Sr. Project Manager*  
[ssherrill@binkleybarfield.com](mailto:ssherrill@binkleybarfield.com)



cc: James Parman, Hays County Transportation  
Justin Ivicic, Maxwell Special Utility District  
Brent Reeh, Aqua Texas  
Michael Cardwell, City of San Marcos  
Frank Del Castillo, Starlight Homes

J:\StarlightHomes\2000000443.000\_Hymeadow Sec 3 -Starlight Homes\2.00\_Correspondence\2.01\_Files\_Received\_Delivered\Engineer Concurrence\20210609\_Engineer Concurrence Letter Hymeadow Sec 3 Ph 2.docx



# MAINTENANCE BOND

Bond No.: 146807X

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto Hays County as Oblige, in the sum of Eighty-six Thousand Nine Hundred Forty-two And 60/100 (\$86,942.60) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Oblige(s) to: Hymeadow Section 3 Phase 2


WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of 2 year(s) following final acceptance of said improvements: Hymeadow Section 3 Phase 2-Street and Drainage Improvements

NOW THEREFORE, if the above Principal shall indemnify the Oblige for all loss that Oblige may sustain by reason of any defective materials or workmanship which become apparent during the period of 2 year (s) from and after acceptance of said improvements by Oblige, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact.

This 7th day of June, 2021.

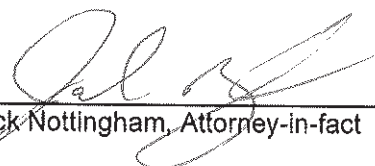
JL Gray Construction, Inc.  
Principal

By: 

Westfield Insurance Company  
Surety

Seal

Local Recording Agency:  
K & S Insurance  
P O Box 277  
Rockwall, TX 75087

By:   
Jack Nottingham, Attorney-in-fact



General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 4220012 14

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, JOINTLY OR SEVERALLY

of ROCKWALL and State of TX its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



State of Ohio  
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 7th day of June A.D., 2021.



Frank A. Carrino, Secretary



**IMPORTANT NOTICE  
STATE OF TEXAS  
COMPLAINT PROCEDURES**

**1. IMPORTANT NOTICE**

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-800-243-0210**

4. You may also write to Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company at:

**Attn: Bond Claims  
One Park Circle  
P O Box 5001  
Westfield Center, OH 44251-5001  
Fax #330-887-0840**

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

**P.O. Box 149091  
Austin, TX 78714-9091  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)**

**7. PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the agent, Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**8. ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's para informacion o para someter una queja al:

**1-800-243-0210**

Usted tambien puede escribir a Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company:

**Attn: Bond Claims  
One Park Circle  
P O Box 5001  
Westfield Center, OH 44251-5001  
Fax #330-887-0840**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

**P.O. Box 149091  
Austin, TX 78714-9091  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)**

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



## 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 the maintenance bond rider extension #1060750 in the amount of \$188,961.00 until December 3, 2021 for Sunfield subd., Phase 2, Section 8.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 13, 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	JONES	N/A

#### SUMMARY

The completion of construction of the roads and drainage improvements within the County ROW for Sunfield subd., Phase 2, Section 8 has been delayed and the contractor is requesting more time to complete. This bond extends the life of the maintenance bond until December 3, 2021.



## Bond Rider

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

To be attached to and form part of **Bond Number** 1060750  
issued to DNT Construction, LLC  
in favor of Hays County, Texas  
described as Sunfield Phase Two Section Eight (2-8) - Streets and Drainage  
Effective date of Rider 6/17/2021


The Principal and Surety hereby consent to changing the referenced bond as described below:

☐ Address changed to ☒ Bond term changed to  
☐ Name changed to ☐ Bond penalty changed to  
☐ Other change

Warranty extended to the date of December 30, 2021

Said bond shall be subject to all its terms, conditions and limitations, except as herein modified.

In witness whereof, The Hanover Insurance Company has caused this instrument  
to be signed by its duly authorized Attorney-in-Fact this 17th day of June, 2021.

By:   
Jefemy Farque, Attorney In Fact

### Distribution copy to:

DNT Construction, LLC  
2300 Picadilly Drive  
Round Rock, TX 78664

Whorton Insurance Services  
11200 Jollyville Rd.  
Austin, TX 78759



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

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

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Tom Mulanax, David Whorton, Michael Whorton, Jim Whorton, Noe Moreno, Rachel Martinez,  
Pollyanna Lengel and/or Jeremy Farque**

Of Whorton Insurance Services of Austin, Texas each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance**

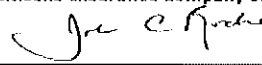
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

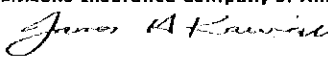
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 31<sup>st</sup> day of May, 2017.

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

  
John C. Roche, EVP and President

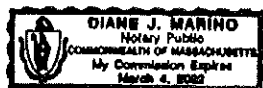


The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

  
James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 31<sup>st</sup> day of May, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

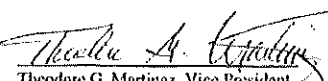


  
Diane J. Marino, Notary Public  
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 17th day of June, 2021

**CERTIFIED COPY**

  
Theodore G. Martinez, Vice President



## 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 the maintenance bond rider extension #1060751 in the amount of \$231,755.60 until December 3, 2021 for Sunfield subd., Phase 2, Section 11.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 13, 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	JONES	N/A

#### SUMMARY

The completion of construction of the roads and drainage improvements within the County ROW for Sunfield subd., Phase 2, Section 11 has been delayed and the contractor is requesting more time to complete. This bond extends the life of the maintenance bond until December 3, 2021.



## Bond Rider

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

To be attached to and form part of **Bond Number** 1060751  
issued to DNT Construction, LLC  
Hays County, Texas  
in favor of \_\_\_\_\_  
described as Sunfield Phase Two Section Eleven (2-11) Streets and Drainage  
Effective date of Rider 6/17/2021


The Principal and Surety hereby consent to changing the referenced bond as described below:

☐ Address changed to ☒ Bond term changed to  
☐ Name changed to ☐ Bond penalty changed to  
☐ Other change

Warranty extended to the date of December 30, 2021

Said bond shall be subject to all its terms, conditions and limitations, except as herein modified.

In witness whereof, The Hanover Insurance Company has caused this instrument  
to be signed by its duly authorized Attorney-in-Fact this 17th day of June, 2021.

By:   
Jeremy Farque, Attorney In Fact

### Distribution copy to:

DNT Construction, LLC  
2300 Picadilly Drive  
Round Rock, TX 78664

Whorton Insurance Services  
11200 Jollyville Rd.  
Austin, TX 78759



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

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

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Tom Mulanax, David Whorton, Michael Whorton, Jim Whorton, Noe Moreno, Rachel Martinez,  
Pollyanna Lengel and/or Jeremy Farque**

Of Whorton Insurance Services of Austin, Texas each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance**

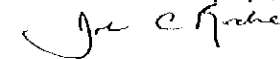
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 31<sup>st</sup> day of May, 2017.

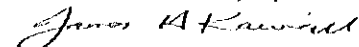
The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America



John C. Roche, EVP and President



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America




James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 31<sup>st</sup> day of May, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

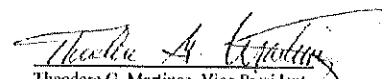


  
Diane J. Marino, Notary Public  
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 17th day of June, 2021

**CERTIFIED COPY**

  
Theodore G. Martinez, Vice President



## 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 the maintenance bond rider extension #PB03016800210 in the amount of \$30,350.00 until December 3, 2021 for Sunfield subd., Phase 3 "Roadway Extension".

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 13, 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	JONES	N/A

#### SUMMARY

The completion of construction of the roads and drainage improvements within the County ROW for Sunfield subd., Phase 3 "Roadway Extension" has been delayed and the contractor is requesting more time to complete. This bond extends the life of the maintenance bond until December 3, 2021.



# Philadelphia Indemnity Insurance Company

## Endorsement (Rider)

It is hereby understood and agreed that Bond No.: PB03016800210

Principal: DNT Construction, LLC

Obligee: Hays County, TX

In that the Surety is changing this bond effective June 3rd, 2019  
in the following manner:

The Maintenance Bond expiration date is being extended to the date of: December 3, 2021

SUNFIELD SUBD, Phase 3 "Roadway Extension"

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 17th day of June, 2021.

Philadelphia Indemnity Insurance Company  
Surety

  
\_\_\_\_\_  
Jeremy Farque, Attorney-In-Fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Pollyanna Lengel, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

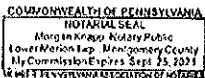
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of June, 20 21.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



### **IMPORTANT NOTICE**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

**1-877-438-7459**

You may also write Philadelphia Indemnity Insurance Company at:

**One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Attention: Senior Vice President and  
Director of Surety**

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance at:

**P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-490-1007  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR BOND:** This notice is for information only and does not become a part or condition of the attached document.

### **ADVISO IMPORTANTE**

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

**1-877-438-7459**

Usted tambien puede escribir a Philadelphia Indemnity Insurance Company:

**One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Attention: Senior Vice President and  
Director of Surety**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU FIANZA DE GARANTIA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



## 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 the maintenance bond rider extension #1848963 in the amount of \$180,609.38 until December 3, 2021 for Shadow Creek subd., Phase 9, Section 2.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 13, 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	JONES	N/A

#### SUMMARY

The completion of construction of the roads and drainage improvements within the County ROW for Shadow Creek subd., Phase 9, Section 2 has been delayed and the contractor is requesting more time to complete. This bond extends the life of the maintenance bond until December 3, 2021.



## Bond Rider

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

To be attached to and form part of **Bond Number** 1848963  
issued to DNT Construction, LLC  
in favor of Hays County, Texas  
described as Shadow Creek Subdivision Phase 9 Section 2 Drainage and Pavement Improvements  
Effective date of Rider 6/17/2021


The Principal and Surety hereby consent to changing the referenced bond as described below:

☐ Address changed to ☒ Bond term changed to  
☐ Name changed to ☐ Bond penalty changed to  
☐ Other change

Warranty extended to the date of December 30, 2021

Said bond shall be subject to all its terms, conditions and limitations, except as herein modified.

In witness whereof, The Hanover Insurance Company has caused this instrument  
to be signed by its duly authorized Attorney-in-Fact this 17th day of June, 2021.

By:   
Jeremy Farque, Attorney In Fact

### Distribution copy to:

DNT Construction, LLC  
2300 Picadilly Drive  
Round Rock, TX 78664

Whorton Insurance Services  
11200 Jollyville Rd.  
Austin, TX 78759



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

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

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Tom Mulanax, David Whorton, Michael Whorton, Jim Whorton, Noe Moreno, Rachel Martinez,  
Pollyanna Lengel and/or Jeremy Farque

Of Whorton Insurance Services of Austin, Texas each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

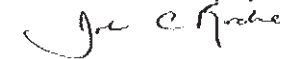
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 31<sup>st</sup> day of May, 2017.

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America



John C. Roche, EVP and President



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America



James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 31<sup>st</sup> day of May, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



  
Diane J. Marino, Notary Public  
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 17th day of June, 2021

CERTIFIED COPY

  
Theodore G. Martinez, Vice President



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Change Order No. 2, time extension, to the Professional Services Agreement between Hays County and Cobb, Fendley & Associates, Inc. for Right-of-Way services on the RM 967 Safety Improvements project in Precinct 2 as part of the Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 13, 2021	\$0.00

#### LINE ITEM NUMBER

Road Bonds

#### 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	JONES	N/A

#### SUMMARY

The requested Change Order will add 60 project calendar days to the Cobb, Fendley & Associates, Inc. Professional Services Agreement to provide Right-of-Way services on the RM 967 Safety Improvements [11-646-034] Road Bond project to allow additional time to close out parcel files. No additional funds are required for this Change Order.





Hays County Transportation Department Change Order Request Form

Date: 6/25/2021 Contract Performance Date: 9/8/2020

Project Name: RM 967 Safety Improvements from FM 1626 to a point approximately 4-miles to the West

Contract number: 11-646-034

Contractor/Consultant: Cobb Fendley & Associates, Inc.

Change Order Number: 2

Change in Scope Necessitating Change-Order:

Time extension only to close out parcel files.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount: \$78,000.00

Net Amount of Previously Authorized Change Order: \$0

Net Amount for this requested change order: \$0

Total Contract Amount with all change orders: \$78,000.00

Original Contract Performance Length: 305 Days

Net previous schedule change orders: 0 Days

Net Schedule adjustment requested this change order: 60 Days

Total performance days with change orders: 365 Days

Contractor: Cobb Fendley & Associates Sign: Lori Bibb Date: June 25, 2021

Hays County: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Supplemental #6 to the Professional Services Agreement (PSA) between Hays County and Johnson, Mirmiran, and Thompson, Inc. (JMT) for FM 110 (SH80 to FM621) Middle project and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 13, 2021	\$30,000

#### LINE ITEM NUMBER

033-801-96-514.5621\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) since contract amount is more than 25% of original contract amount.

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, P.E., Transportation Department	INGALSBE	N/A

#### SUMMARY

The Supplemental to the PSA increases the contract compensation cap by \$30,000 from \$1,720,000 to \$1,750,000. This will allow for the execution of Supplemental #4 to Work Authorization #2 for the FM 110 (SH80-FM621) Middle project which authorizes JMT's subconsultant, SAM, Inc., to complete the as-built survey for the LOMR submittal process. FM 110 Middle construction is substantially complete and open to traffic. The post-construction LOMR preparation was included in a previous supplemental; however, the as-built survey was not included.



**CONTRACT FOR ENGINEERING SERVICES**  
**SUPPLEMENTAL AGREEMENT NO. 6**  
**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 Johnson, Mirmiran & Thompson, Inc. (*the "Engineer"*) and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on April 2, 2013 ; Supplement No. 1 on February 11, 2014, Supplement No. 2 on January 10, 2017 Supplement No. 3 on February 12, 2019, Supplement No. 4 on January 28, 2020, Supplement No. 5 on September 8, 2020 ; and,

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item the agreement to \$1,719,018.00 (through Supplement No. 5) ; and,

WHEREAS, the “*Compensation Cap*” in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$ 1,720,000.00 (through Supplement No. 5) ; and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

## AGREEMENT

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

- I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1 is hereby increased from \$ 1,719,018.00 to \$ 1,748,345.00 .
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$ 1,720,000.00 to \$ 1,750,000.00 .


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



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

**ENGINEER:**

Johnson, Mirmiran & Thompson, Inc.

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

\_\_\_\_\_  
Matthew J. Werner  
Printed Name

\_\_\_\_\_  
Vice President  
Title

\_\_\_\_\_  
July 6, 2021  
Date

**COUNTY:**


Hays County, Texas

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

\_\_\_\_\_  
Ruben Becerra  
Printed Name

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

\_\_\_\_\_  
Date

  
7/6/2021



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to accept Letter of Credit No. 20214349 for street and drainage improvements for 6 Creeks Phase 1 Section 4B in the amount of \$556,380.37.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 13, 2021	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	SMITH	N/A

#### SUMMARY

The final plat for the 6 Creeks Phase 1 Section 4B Subdivision has been reviewed under the interlocal cooperation agreement with the City of Kyle and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.





\*000000000020214349%1470%07062021%HAA2440\*

## IRREVOCABLE LETTER OF CREDIT

**Borrower:** HMBRR Development, Inc.  
1011 N Lamar Blvd  
Austin, TX 78703

**Lender:** American Bank of Commerce  
Austin Downtown Banking Center  
610 West 5th  
Austin, TX 78701

**Beneficiary:** Hays County  
111 E San Antonio  
San Marcus, TX 78666

**NO.: 20214349**

**EXPIRATION DATE.** This letter of credit shall expire upon the close of business on 07-06-2022 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

**AMOUNT OF CREDIT.** Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Five Hundred Fifty-six Thousand Three Hundred Eighty & 37/100 Dollars (\$556,380.37) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

**WARNING TO BENEFICIARY:** PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

**DRAFT TERMS AND CONDITIONS.** Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

**USE RESTRICTIONS.** All drafts must be marked "DRAWN UNDER American Bank of Commerce IRREVOCABLE LETTER OF CREDIT NO. 20214349 DATED 07-06-2021," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

**PERMITTED TRANSFEREES.** The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

**TRANSFEREES REQUIRED DOCUMENTS.** When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

**COMPLIANCE BURDEN.** Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

**NON-SEVERABILITY.** If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

**GOVERNING LAW.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Texas.

**EXPIRATION.** Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.



IRREVOCABLE LETTER OF CREDIT  
(Continued)


Loan No: 20214349

Page 2

Dated: July 6, 2021

LENDER:

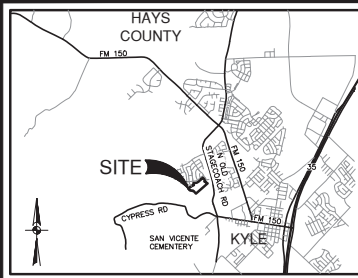
AMERICAN BANK OF COMMERCE

By:   
Chris Crowley, Vice President

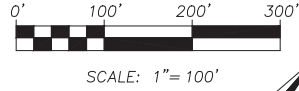
ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
------	---------------	--------------------	----------------------





LOCATION MAP  
NOT TO SCALE



## FINAL PLAT OF 6 CREEKS-PHASE 1, SECTION 4B

A 21.679 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A 153.0288 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 200006092 AND A PORTION OF A 61.49 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 17034173, BOTH OUT OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL PHARRAS 1/4 LEAGUE NO. 14, ABSTRACT 360, IN HAYS COUNTY, TEXAS.

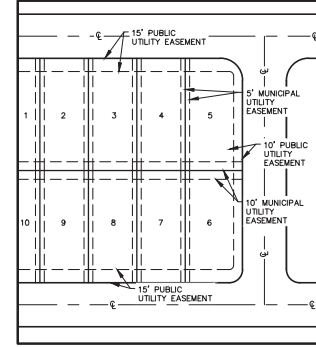
STREET NAME  
COLD RIVER RUN  
ALLEGHENY WAY  
FAWN RIVER RUN  
TROUT RIVER ROAD

STREET CLASSIFICATION  
RESIDENTIAL LANE  
RESIDENTIAL LANE  
RESIDENTIAL LANE  
RESIDENTIAL LANE

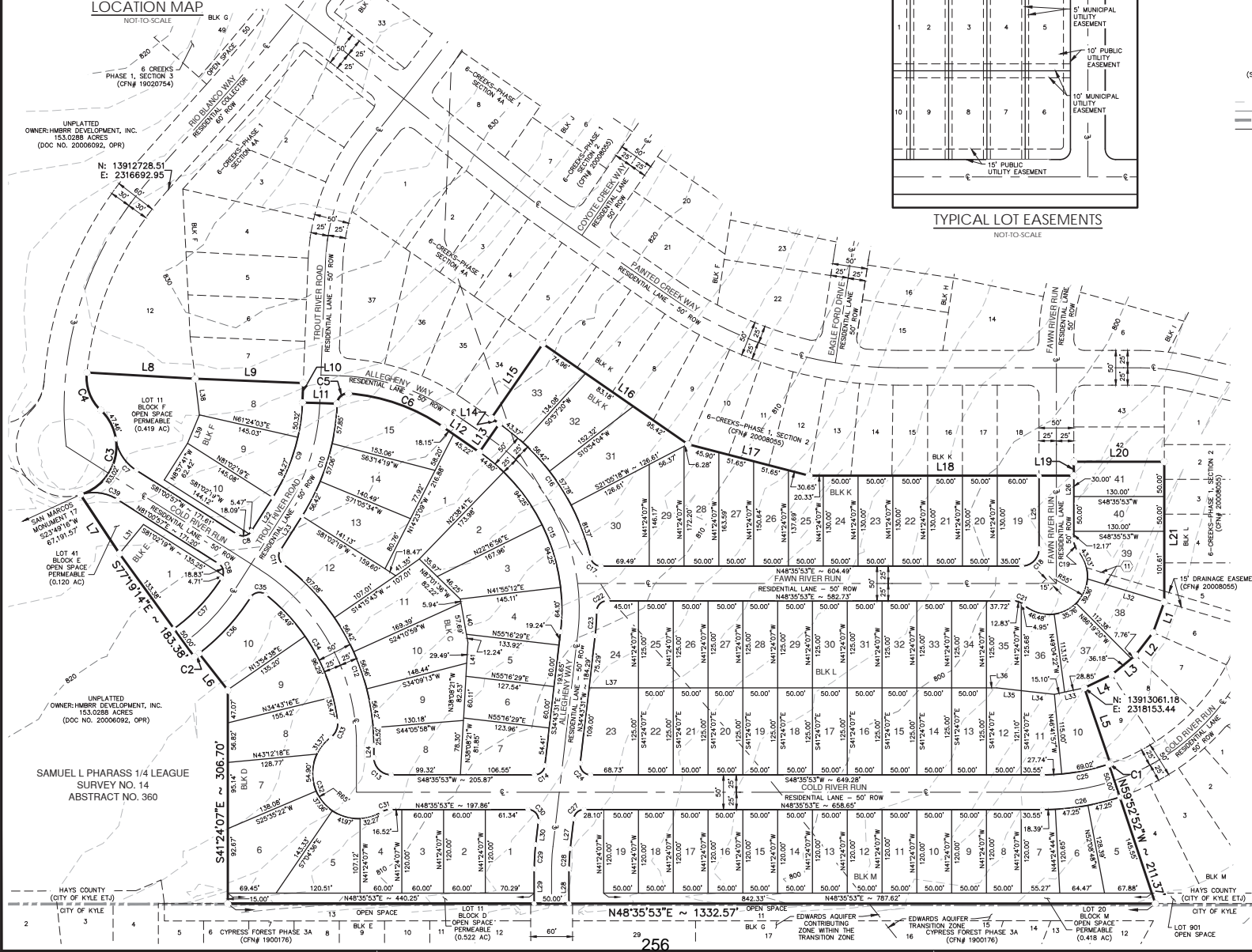
STREET LENGTH  
1716.32'  
728.25'  
842.90'  
404.82'

**PAPE-DAWSON ENGINEERS**  
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TYPE FIRM REGISTRATION #701 | TYPE L FIRM REGISTRATION #10008000  
DATE OF PREPARATION: April 27, 2021

- LEGEND**
- CFN CLERK FILE NUMBER
  - AC ACRES
  - BLK BLOCK
  - ESMT EASEMENT
  - ETJ EXTRAJURISDICTION
  - VOL VOLUME
  - PG PAGE(S)
  - ROW RIGHT-OF-WAY
  - GETCTV GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
  - DOC NO. DOCUMENT NUMBER
  - OPR OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
  - HPRR PLAT RECORDS OF HAYS COUNTY, TEXAS
  - HCCR DEED RECORDS OF HAYS COUNTY, TEXAS
  - FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
  - SET 1/2" IRON ROD (PD)
  - SET 1/2" IRON ROD (PD)-ROW
  - EXISTING CONTOURS
  - PROPOSED CONTOURS
  - KYLE CITY LIMITS
  - CENTERLINE
  - 15' DRAINAGE EASEMENT



TYPICAL LOT EASEMENTS  
NOT TO SCALE



OWNER: HMBR DEVELOPMENT, INC.  
1011 N. LAMAR  
AUSTIN, TEXAS 78703  
(512) 481-0303 P  
(512) 481-0333 F

ACREAGE: 21.679 ACRES

SURVEY: SAMUEL PHARRAS 1/4 LEAGUE  
SURVEY NO. 14  
ABSTRACT 360

PROPOSED RESIDENTIAL LOTS: 91  
PROPOSED OPEN SPACE LOTS: 4

DATE: March 3, 2021

OWNER: HMBR DEVELOPMENT, INC.  
1011 N. LAMAR  
AUSTIN, TEXAS 78703  
(512) 481-0303 P  
(512) 481-0333 F

A FIFTEEN (15) FOOT PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW, EXCEPT ADJACENT TO CORNER LOTS WHERE EASEMENT ADJACENT TO SIDE LOT IS 10'.

A FIVE (5) FOOT PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL REAR LOT LINES WITHIN THE SINGLE FAMILY LOT.

A TEN (10) FOOT PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL REAR LOT LINES WITHIN THE SINGLE FAMILY LOT.



FINAL PLAT  
OF  
6 CREEKS-PHASE 1, SECTION 4B

A 21.679 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A 153.0288  
ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 200006092 AND A PORTION OF  
A 61.49 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 17034173, BOTH OUT  
OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL  
PHARASS 1/4 LEAGUE NO. 14, ABSTRACT 360, IN HAYS COUNTY, TEXAS.

**PAPE-DAWSON  
ENGINEERS**  
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TYPE FIRM REGISTRATION #470-1 TOPOLS FIRM REGISTRATION #10028800  
DATE OF PREPARATION: April 27, 2021

\* LOT WIDTHS ARE MEASURED AT A 20' SETBACK FROM THE RIGHT-OF-WAY.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N21°09'38"W	46.64'
L2	N33°37'26"W	41.26'
L3	N91°11'38"E	43.95'
L4	N22°50'13"E	43.95'
L5	N60°20'29"W	115.00'
L6	S79°25'32"E	67.08'
L7	S74°56'18"E	101.57'
L8	N51°53'41"E	155.81'
L9	N50°53'03"E	155.42'
L10	S39°06'57"E	28.04'
L11	S50°23'20"W	50.00'
L12	S83°18'36"W	63.37'
L13	N6°41'24"W	50.00'
L14	S83°18'36"W	13.89'
L15	S6°41'24"E	130.00'
L16	S83°18'36"W	253.56'
L17	S63°07'22"W	179.85'
L18	S48°35'53"W	380.33'
L19	S41°24'07"E	20.00'
L20	S48°35'53"W	130.00'
L21	N41°24'07"W	201.61'
L22	S8°59'03"E	57.05'
L23	N8°57'41"W	58.03'
L24	S41°24'07"E	17.47'
L25	S41°24'07"E	105.00'
L26	S41°24'07"E	92.17'
L27	N34°43'31"W	43.04'
L28	N41°24'07"W	49.93'
L29	S41°24'07"E	49.93'
L30	S34°43'31"E	33.68'
L31	N1°52'43"W	54.06'
L32	N65°20'06"E	115.64'
L33	N36°28'47"E	43.94'
L34	N54°57'16"E	47.92'
L35	N54°57'16"E	35.26'
L36	N48°35'53"E	14.95'
L37	N48°35'53"E	70.96'
L38	N48°11'07"W	52.26'
L39	N18°46'49"W	44.34'
L40	N51°21'13"W	51.38'
L41	N38°08'21"W	48.36'

CURVE TABLE						
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH	
C1	300.00'	0°27'37"	N29°53'20"E	2.41'	2.41'	
C2	315.00'	1°30'26"	N11°55'33"E	8.29'	8.29'	
C3	72.00'	120°03'10"	N27°55'19"W	124.74'	150.86'	
C4	65.00'	52°43'35"	S61°35'10"E	57.73'	59.82'	
C5	15.00'	92°01'56"	S65°15'05"W	21.59'	24.09'	
C6	275.00'	30°28'33"	S68°05'19"W	144.40'	146.11'	
C7	65.00'	48°48'12"	S74°34'56"E	53.71'	55.37'	
C8	15.00'	90°00'00"	N36°00'57"E	21.21'	23.56'	
C9	275.00'	30°07'53"	N24°03'00"W	142.96'	144.62'	
C10	325.00'	30°12'12"	N24°03'47"W	169.35'	171.32'	
C11	15.00'	85°40'41"	S51°48'02"E	20.40'	22.43'	
C12	325.00'	53°14'15"	N68°01'15"W	291.23'	301.98'	
C13	25.00'	90°00'00"	S86°24'07"E	35.36'	39.27'	
C14	15.00'	83°19'24"	N6°56'11"E	19.94'	21.81'	
C15	275.00'	61°57'53"	N65°42'28"W	283.13'	297.41'	
C16	325.00'	42°07'25"	N75°37'42"W	233.59'	238.94'	
C17	15.00'	76°50'08"	N87°00'57"E	18.64'	20.12'	
C18	25.00'	90°00'00"	N33°53'53"E	35.36'	39.27'	
C19	25.00'	40°44'54"	S61°46'34"E	17.41'	17.78'	
C20	55.00'	171°29'49"	N33°53'53"E	109.70'	164.63'	
C21	25.00'	40°44'54"	S68°58'20"W	17.41'	17.78'	
C22	15.00'	89°34'04"	N3°48'51"E	21.13'	23.45'	
C23	325.00'	67°43'39"	N37°50'51"W	35.40'	35.42'	
C24	15.00'	96°40'36"	S83°03'49"E	22.41'	25.31'	
C25	300.00'	18°28'45"	N39°21'31"E	96.34'	96.76'	
C26	350.00'	18°28'45"	N39°21'31"E	112.39'	112.88'	
C27	15.00'	83°19'24"	S6°56'11"W	19.94'	21.81'	
C28	250.00'	6°40'36"	S38°03'49"E	29.12'	29.13'	
C29	300.00'	6°40'36"	S38°03'49"E	34.94'	34.96'	
C30	15.00'	96°40'36"	N83°03'49"W	22.41'	25.31'	
C31	25.00'	31°07'06"	S33°02'20"W	13.41'	13.68'	
C32	65.00'	174°08'56"	S75°26'45"E	129.83'	197.57'	
C33	25.00'	60°16'00"	N18°30'17"W	25.10'	26.30'	
C34	275.00'	44°38'20"	N70°57'27"W	208.87'	214.25'	
C35	15.00'	95°32'40"	S38°57'04"W	22.21'	25.01'	
C36	315.00'	21°30'03"	N1°55'45"E	117.51'	118.21'	
C37	265.00'	21°44'38"	N1°48'27"E	99.97'	100.57'	
C38	15.00'	89°55'11"	N54°01'28"W	21.20'	23.54'	
C39	65.00'	48°53'37"	S56°34'06"W	53.80'	55.47'	

LOT SUMMARY				LOT SUMMARY			
LOT	BLK	LOT WIDTH	LOT AREA	LOT	BLK	LOT WIDTH	LOT AREA
1	C	83.95'	12300 SF	11	L	56.41'	6251 SF
2	C	86.97'	11143 SF	12	L	50.00'	6182 SF
3	C	86.97'	10624 SF	13	L	50.00'	6250 SF
4	C	78.44'	9415 SF	14	L	50.00'	6250 SF
5	C	60.00'	7776 SF	15	L	50.00'	6250 SF
6	C	60.00'	7545 SF	16	L	50.00'	6250 SF
7	C	70.10'	9062 SF	17	L	50.00'	6250 SF
8	C	69.61'	9114 SF	18	L	50.00'	6250 SF
9	C	60.04'	9442 SF	19	L	50.00'	6250 SF
10	C	60.19'	11267 SF	20	L	50.00'	6250 SF
11	C	60.04'	11199 SF	21	L	50.00'	6250 SF
12	C	73.51'	11595 SF	22	L	50.00'	6250 SF
13	C	60.05'	9570 SF	23	L	83.25'	9721 SF
14	C	59.91'	9765 SF	24	L	60.09'	7972 SF
15	C	77.19'	12154 SF	25	L	50.00'	6250 SF
1	D	75.86'	8645 SF	26	L	50.00'	6250 SF
2	D	60.00'	7200 SF	27	L	50.00'	6250 SF
3	D	60.00'	7200 SF	28	L	50.00'	6250 SF
4	D	60.00'	6891 SF	29	L	50.00'	6250 SF
5	D	55.68'	9165 SF	30	L	50.00'	6250 SF
6	D	49.82'	13431 SF	31	L	50.00'	6250 SF
7	D	60.76'	9249 SF	32	L	50.00'	6250 SF
8	D	70.86'	10216 SF	33	L	50.00'	6250 SF
9	D	88.58'	10221 SF	34	L	50.00'	6250 SF
10	D	90.59'	10381 SF	35	L	50.00'	6306 SF
11	D	N/A	6604 SF	36	L	51.77'	6386 SF
1	E	97.00'	10841 SF	37	L	50.55'	8111 SF
41	E	N/A	5276 SF	38	L	50.36'	7646 SF
8	F	74.55'	9741 SF	39	L	74.36'	10072 SF
9	F	86.99'	10125 SF	40	L	50.00'	6500 SF
10	F	62.39'	9055 SF	41	L	50.00'	6500 SF
11	F	N/A	18234 SF	5	M	50.02'	7684 SF
19	K	60.00'	7666 SF	6	M	50.02'	6882 SF
20	K	50.00'	6500 SF	7	M	50.01'	6256 SF
21	K	50.00'	6500 SF	8	M	50.00'	6000 SF
22	K	50.00'	6500 SF	9	M	50.00'	6000 SF
23	K	50.00'	6500 SF	10	M	50.00'	6000 SF
24	K	50.00'	6500 SF	11	M	50.00'	6000 SF
25	K	50.00'	6614 SF	12	M	50.00'	6000 SF
26	K	50.00'	7208 SF	13	M	50.00'	6000 SF
27	K	50.00'	7856 SF	14	M	50.00'	6000 SF
28	K	50.00'	8491 SF	15	M	50.00'	6000 SF
29	K	50.00'	7959 SF	16	M	50.00'	6000 SF
30	K	86.18'	11549 SF	17	M	50.00'	6000 SF
31	K	61.50'	12317 SF	18	M	50.00'	6000 SF
32	K	60.04'	9756 SF	19	M	50.00'	6000 SF
33	K	60.02'	8653 SF	20	M	N/A	18229 SF
10	L	66.51'	6678 SF				

LOT SUMMARY

TOTAL NUMBER OF LOTS 95  
AVERAGE SIZE OF LOTS 0.228 ACRES / 9932 SF  
NUMBER OF LOTS >10 ACRES 0  
NUMBER OF LOTS >5 ACRES, <10 ACRES 0  
NUMBER OF LOTS > 2 ACRES AND <5 ACRES 0  
NUMBER OF LOTS >1 ACRE AND <2 ACRES 0  
NUMBER OF LOTS <1 ACRE 95  
NUMBER OF 50' SINGLE FAMILY LOTS (5500 MIN SF) 59  
NUMBER OF 60' SINGLE FAMILY LOTS (7200 MIN SF) 32

SHEET 2 OF 4



FINAL PLAT  
OF  
6 CREEKS-PHASE 1, SECTION 4B

A 21.679 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A 153.0288  
ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 200006092 AND A PORTION OF  
A 61.49 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 17034173, BOTH OUT  
OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL  
PHARASS 1/4 LEAGUE NO. 14, ABSTRACT 360, IN HAYS COUNTY, TEXAS.

**PAPE-DAWSON  
ENGINEERS**  
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TYPE FIRM REGISTRATION #470 1 TYPE LS FIRM REGISTRATION #10008800  
DATE OF PREPARATION: April 27, 2021

**FINAL PLAT NOTES:**

1. THIS FINAL PLAT IS LOCATED ENTIRELY WITHIN HAYS COUNTY.
2. THIS PLAT FALLS ENTIRELY WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER TRANSITION ZONE, AND THE EDWARDS AQUIFER CONTRIBUTING ZONE WITHIN THE TRANSITION ZONE.
3. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
4. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NUMBERS 48209C0270F, AND 48209C0385F, BOTH EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
5. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
6. STREETS TO BE ACCESSED WILL BE CONSTRUCTED WITH CURB AND GUTTER.
7. LINEAR FOOTAGE OF STREET IMPROVEMENTS: ±3755 L.F.
8. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
9. AREA WITHIN NEW ROAD RIGHT-OF-WAY = 4.246 ACRES.
10. ALL STREETS TO BE PAVED, PUBLIC AND MAINTAINED BY THE COUNTY.
11. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
12. ALL DRAINAGE EASEMENTS WITHIN THE SUBDIVISION, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT SHALL BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOMEOWNERS ASSOCIATIONS.
13. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
14. THIS SUBDIVISION IS WITHIN THE ETJ OF THE CITY OF KYLE, TEXAS.
15. GAS IS PROVIDED BY CENTERPOINT ENERGY. (800) 427-7142.
16. ELECTRICITY IS PROVIDED BY PERDENALES ELECTRIC COMPANY. (888) 554-4732.
17. THE WASTEWATER TREATMENT PLANT IS OWNED AND OPERATED BY THE CITY OF KYLE, TEXAS.
18. WASTEWATER IS PROVIDED BY THE CITY OF KYLE, TEXAS (512) 262-3960 (SEE NOTE ABOVE).
19. WATER IS PROVIDED BY THE CITY OF KYLE, TEXAS. (512) 262-3960.
20. INTERNET/PHONE IS PROVIDED BY SPECTRUM. (855) 855-4575.
21. TRASH IS PROVIDED BY TEXAS DISPOSAL SYSTEMS. (800) 375-8375.
22. THE REQUIREMENT CONCERNING CONSTRUCTION STANDARDS FOR MAILBOXES INSTALLED WITHIN THE RIGHT-OF-WAY OF STREETS AND HIGHWAYS AND REQUIRING ALL SUCH MAILBOXES TO BE MADE OF COLLAPSIBLE MATERIALS, AS DEFINED IN THE ORDINANCE. COMMUNITY MAILBOXES SHALL HAVE A SEPARATE LIGHT/STREET LIGHT TO ILLUMINATE THE MAILBOX AREA.
23. FOR THE TWO (2), FIVE (5), TEN (10), TWENTY-FIVE (25), AND ONE HUNDRED (100) YEAR, TWENTY-FOUR (24) HOUR STORM EVENTS, POST DEVELOPED CONDITION RUNOFF RATES SHALL BE LESS THAN OR EQUAL TO THE PRE-DEVELOPED CONDITION RUNOFF RATES. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
24. THIS SITE IS LOCATED WITHIN HAYS COUNTY ESD #5 AND #6.
25. CONSTRUCTION STANDARDS AND SPECIFICATIONS WILL BE AS AGREED TO IN THE BLANCO RIVER RANCH (PHASE ONE RESIDENTIAL AREA) DE-ANNEXATION AND DEVELOPMENT AGREEMENT (INSTRUMENT #17018505) APPROVED BY THE HAYS COUNTY COMMISSIONER'S COURT ON MARCH 21, 2017.
26. POST CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.
27. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
28. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.
29. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF TROUT RIVER ROAD. THOSE SIDEWALKS NOT ABUTTING RESIDENTIAL COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED WHERE THERE ARE DOUBLE FRONTAGE LOTS. SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED. (ORD #439, ARTICLE V, SEC 10; KYLE CODE)
30. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 03.
31. THE MAINTENANCE OF SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS OR HOMEOWNERS ASSOCIATION OR THEIR SUCCESSORS AND NOT THE RESPONSIBILITY OF THE CITY OF KYLE OR HAYS COUNTY.
32. ROADWAY CLASSIFICATIONS ARE PER THE BLANCO RIVER RANCH (PHASE 1 RESIDENTIAL AREA) DE-ANNEXATION AND DEVELOPMENT AGREEMENT (INSTRUMENT #17018505).
33. COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE. DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE CORS NETWORK.
34. MONUMENTS AND LOT MARKERS WILL BE SET WITH 1/2" IRON ROD WITH CAP MARKED "PAPE-DAWSON" OR MAG NAIL WITH DISK MARKED "PAPE-DAWSON" AFTER THE COMPLETION OF UTILITY INSTALLATION AND STREET CONSTRUCTION UNLESS NOTED OTHERWISE.
35. DIMENSIONS SHOWN ARE SURFACE.
36. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.



FINAL PLAT  
OF  
6 CREEKS-PHASE 1, SECTION 4B

A 21.679 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A 153.0288  
ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 200006092 AND A PORTION OF  
A 61.49 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 17034173, BOTH OUT  
OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL  
PHARRAS 1/4 LEAGUE NO. 14, ABSTRACT 360, IN HAYS COUNTY, TEXAS.

**PAPE-DAWSON  
ENGINEERS**  
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TBPB FIRM REGISTRATION #470 | TBPB FIRM REGISTRATION #10028800  
DATE OF PREPARATION: April 27, 2021

THE STATE OF TEXAS §  
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT HMBRR DEVELOPMENT, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 1011 N. LAMAR, AUSTIN, TEXAS, AS CONVEYED TO IT BY DEED DATED FEBRUARY 20, 2020, RECORDED IN DOCUMENT 200006092, AND DEED DATED SEPTEMBER 27, 2017, RECORDED IN DOCUMENT 17034173, BOTH OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 21.679 ACRES OF LAND OUT OF THE SAMUEL PHARRAS 1/4 LEAGUE SURVEY NO. 14, ABSTRACT 360, TO BE KNOWN AS:

6 CREEKS-PHASE 1, SECTION 4B

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

HMBRR DEVELOPMENT, INC.  
BY: BLAKE MAGEE  
PRESIDENT  
1011 N. LAMAR  
AUSTIN, TEXAS 78703

THE STATE OF TEXAS §  
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE/SHE ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT, AND AS THE ACT AND DEED OF SAID CORPORATION, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NOTARY'S NAME  
MY COMMISSION EXPIRES \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF HAYS §

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

DAVID CASANOVA  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4251  
STATE OF TEXAS  
PAPE-DAWSON ENGINEERS, INC.  
TBPB FIRM REGISTRATION NO. 470  
TBPB FIRM REGISTRATION NO. 10028800  
2000 NW LOOP 410  
SAN ANTONIO, TX 78213

DATE \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF HAYS §

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

REBECCA ANN CARROLL  
REGISTERED PROFESSIONAL ENGINEER NO. 92666  
PAPE-DAWSON ENGINEERS, INC.  
TBPB FIRM REGISTRATION NO. 470  
TBPB FIRM REGISTRATION NO. 10028800  
2000 NW LOOP 410  
SAN ANTONIO, TX 78213

DATE \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT CLARE L. BRANSON, CONSTRUCTION LENDING OFFICER, OF AMERICAN BANK, N.A., THE LIEN HOLDER OF THE TRACTS OF LAND SHOWN HEREON AND DESCRIBED IN RECORDED DOCUMENT NUMBER 17034176 AND RECORDED DOCUMENT NUMBER 17034173, BOTH OUT OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACTS OF LAND AS SHOWN HEREON, DOES FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND TO THE DEDICATION TO THE PUBLIC THE USE OF THE STREETS, PUBLIC TRAILS, AND EASEMENTS SHOWN HEREON.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

CLARE L. BRANSON  
AMERICAN BANK, N.A.  
CONSTRUCTION LENDING OFFICER  
3520 BEE CAVES ROAD, SUITE 200  
AUSTIN, TX 78746

THE STATE OF TEXAS §  
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CLARE L. BRANSON, CHIEF ACCOUNTING OFFICER, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NOTARY'S NAME

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WATERWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO, INTERIM DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

ERIC VAN GAASBEEK, R.S., C.F.M  
INTERIM HAYS COUNTY FLOODPLAIN ADMINISTRATOR

REVIEWED BY:

DIRECTOR OF PUBLIC WORKS

REVIEWED BY:

CITY ENGINEER

I, THE UNDERSIGNED, INTERIM DIRECTOR OF HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE.

MARCUS PACHECO  
INTERIM DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

THE STATE OF TEXAS §  
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN CFN # \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

ELAINE H. CARDENAS, COUNTY CLERK  
HAYS COUNTY, TEXAS

THE STATE OF TEXAS §  
COUNTY OF HAYS §

THIS PLAT HAS BEEN SUBMITTED AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MICHELLE CHRISTIE MADAM CHAIR



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

PLN-1674-PC; Hold a public hearing with possible action to approval the final plat of the Carol Oaks subdivision, Replat of Lot 14.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

July 13, 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

Carol Oaks is a recorded subdivision located off of Fitzhugh Road in Precinct 4.

The proposed re-plat will divide the 2.583 acre lot 14 into 2 lots, Lot 14A and 14B. Water service will be provided by rainwater collection. Wastewater treatment will be accomplished by advanced on-site sewage facilities.





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

**Meeting Date:** July 13th, 2021

**Requested By:** Colby Machacek, County Planner

**Prepared By:** Colby Machacek, County Planner

**Department Director:** Marcus Pacheco, Development Services Director

**Sponsoring Court Member:** Commissioner Walt Smith, Precinct 4

### **AGENDA ITEM LANGUAGE:**

Hold a public hearing with possible action to approve the final plat of the Carol Oaks Subdivision, Replat of Lot 14.

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

- A) Carol Oaks subdivision is a recorded subdivision located off of Fitzhugh Road, a public maintained roadway. The recorded Lot 14 is a 2.583 acre lot. The proposed replat will divide Lot 14 into 2 lots: Lot 14A and Lot 14B.

Water service will be accomplished by Rainwater Collection and Wastewater treatment will be accomplished by Advanced Individual On-Site Sewage Facilities. The property is located within the Hays County Commissioner Precinct 4 boundary.

- B) Per Texas Local Government Code requirements, a public hearing for this proposed resubdivision of Carol Oaks, Lot 14, Replat will take place on July 13th, 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 Technical Review for the Carol Oaks, Lot 14, Replat. The items remaining are to hold the public hearing for the replat, and action on the approval of the replat.

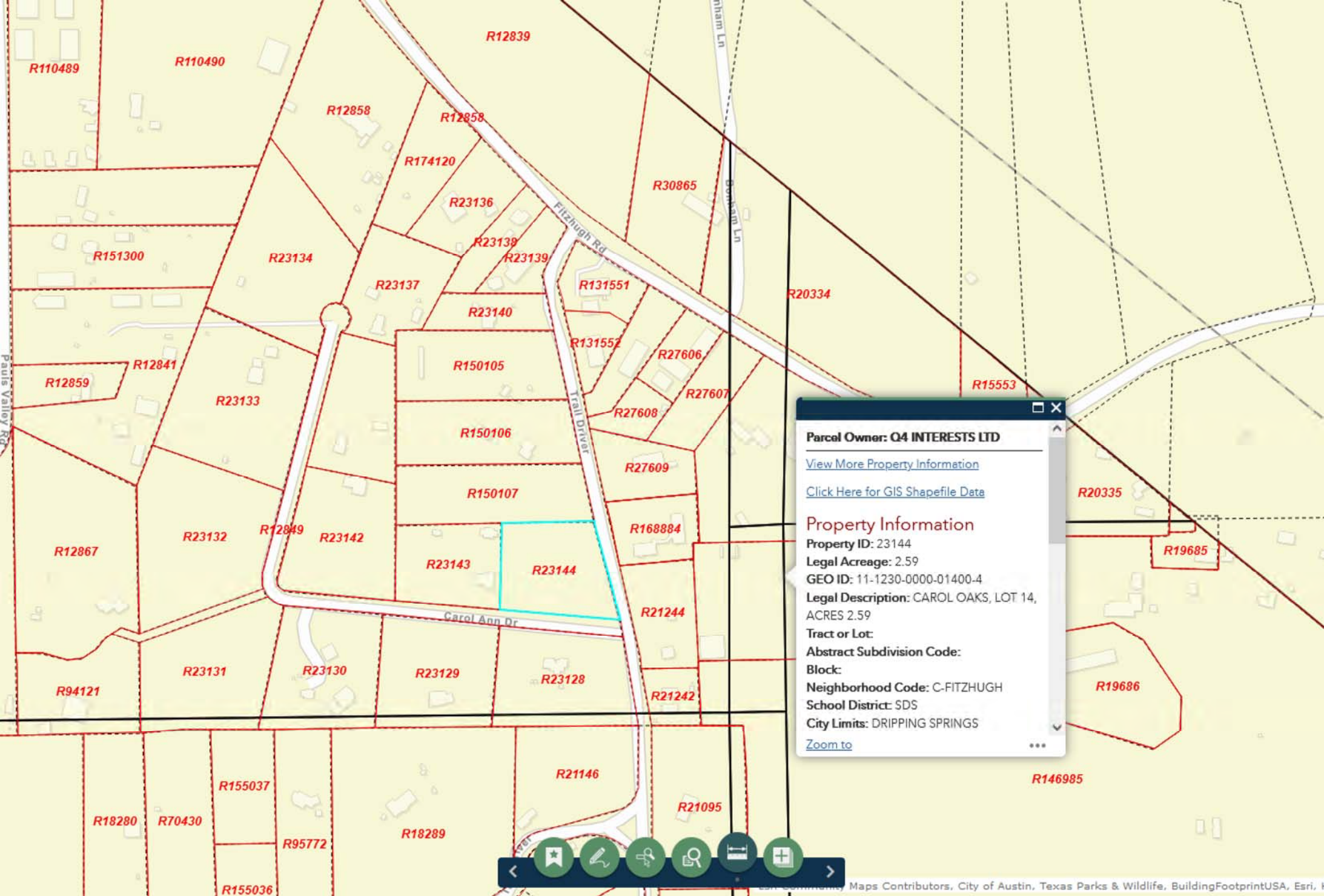
There are no variance requested and at the time this item has full staff recommendation.

### **ATTACHMENTS/EXHIBITS:**

Property Location Map

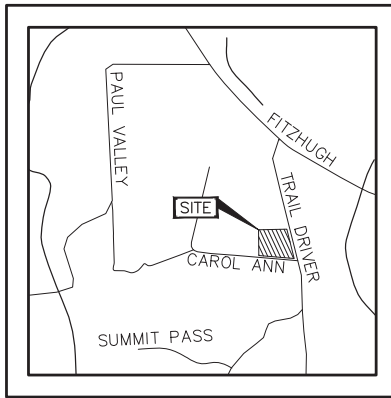
Subdivision Plat



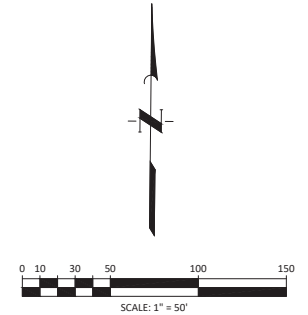
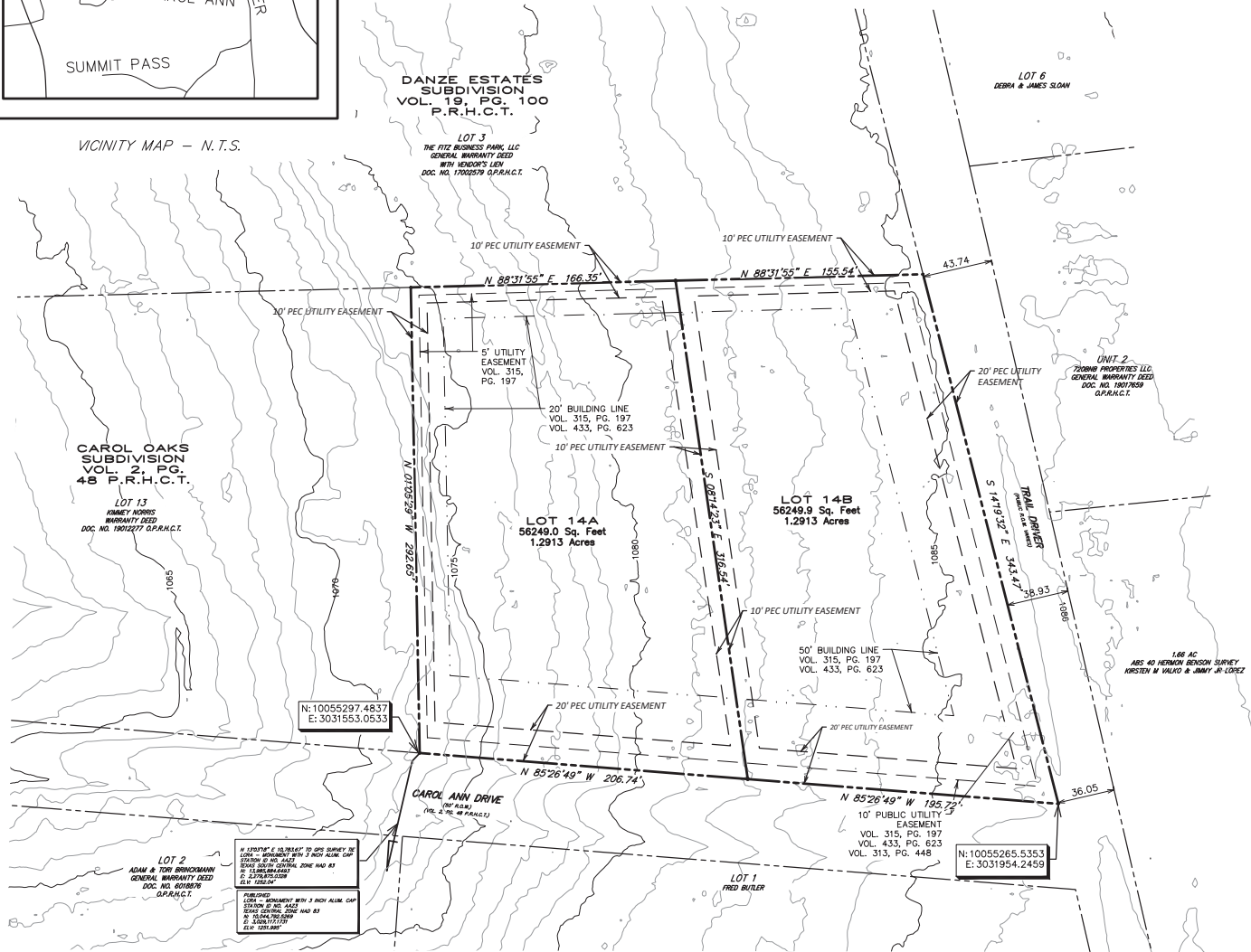




**RESUBDIVISION OF LOT 14  
CAROL OAKS  
A SUBDIVISION RECORDED IN VOL. 2, PG. 48,  
PLAT RECORDS OF HAYS COUNTY, TEXAS**  
February 8, 2021



VICINITY MAP - N.T.S.



**LEGEND**

●	IRON ROD FOUND
---	PROPOSED BOUNDARY LINE
---	ADJOINER LINE
---	PROPOSED EASEMENT LINE
---	EXISTING EASEMENT LINE
---	BUILDING SETBACK LINE
□	MONUMENT

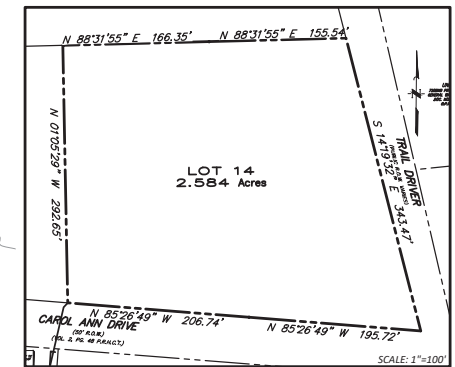
LOT	ACREAGE
LOT 14A	1.291 AC
LOT 14B	1.291 AC
TOTAL ACREAGE	2.583 AC
TOTAL NO. OF LOTS	2

**GENERAL PLAT NOTES:**

- THIS PLAT IS LOCATED WITHIN DRIPPING SPRINGS ISD AND HAYS COUNTY FIRE ESD # 6.
- THIS PLAT IS LOCATED IN THE HAYS TRINITY GROUND WATER CONSERVATION DISTRICT.

**UTILITY PROVIDERS:**

WATER: ON-SITE RAIN WATER COLLECTION  
WASTEWATER: ADVANCED ON-SITE SEWAGE FACILITY  
ELECTRIC: PEDERNALES ELECTRIC COOPERATIVE



AREA BEING REPLATTED

**JC JONES | CARTER**  
Texas Board of Professional Engineers Registration No. F-439  
Texas Board of Professional Land Surveying Registration No. 100461011  
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

APPLICATION SUBMITTAL DATE: \_\_\_\_\_  
PLAT PREPARATION DATE: February 8, 2021



RESUBDIVISION OF LOT 14  
CAROL OAKS  
A SUBDIVISION RECORDED IN VOL., PG. 48,  
PLAT RECORDS OF HAYS COUNTY, TEXAS

January 6, 2021

STATE OF TEXAS       §  
COUNTY OF HAYS     §     KNOW ALL MEN BY THESE PRESENTS:

That Q4 Interests, Ltd., being the owner of that certain 2.583 acres of land, Lot 14, Carol Oaks, according to the map or plat thereof, recorded in Volume 2, Page 48, situated in Hays County, Texas, of the official public records of Hays County, Texas, does hereby subdivide said land in accordance with the attached map or plat shown hereon, pursuant to Chapter 232 of the Texas Local Government Code, to be known as:

LOT 14A & LOT 14B

And do hereby dedicate to the public, the use of the streets and easements shown hereon, subject to any easements and/or restrictions heretofore granted and not released.

WITNESS MY HAND, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

By: Q4 Interests, Ltd.

\_\_\_\_\_  
Paul Preston  
825 Usener Street, Unit# 1035  
Houston, TX 77009

STATE OF TEXAS       §  
COUNTY OF HAYS     §

Before me, the undersigned authority on this day personally appeared

\_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Print Notary's Name  
My Commission Expires: \_\_\_\_\_

I, **Rex Hackett**, am authorized under the laws of the State of Texas to practice the profession of surveying, and hereby certify that this plat complies with Title 25 of the Austin City Code, as amended, of the Land Development Code and the Hays County Subdivision Regulations, is true and correct to the best of my ability, and was prepared from an actual survey of the property made under my supervision on the ground.

\_\_\_\_\_  
Rex Hackett  
Registered Professional Land Surveyor No. 5573

Date \_\_\_\_\_  
**JONES & CARTER, INC.**  
3100 Alvin Devane Blvd, Suite 150  
Austin, Texas 78741

FLOOD PLAIN NOTE:

No portion of this tract is within the boundaries of the 100 year flood plain of any waterway that is within the limits of study of the Federal Emergency Management Agency FIRM Map #48209C0107F dated September 2, 2005, for Hays County, Texas.

I, **Joseph E. York**, a Registered Professional Engineer, do hereby certify that the information contained on this plat complies with Title 25 of the Austin City Code, as amended, of the Land Development Code, Hays County Subdivision Regulations, and the design and construction standards adopted by the City Austin, Texas.

\_\_\_\_\_  
Joseph E. York V  
Registered Professional Engineer No. 124934

Date \_\_\_\_\_  
**JONES & CARTER, INC.**  
4350 Lockhill Selma Road, Suite 150  
San Antonio, Texas 78249

STATE OF TEXAS:       §  
COUNTY OF HAYS:     §

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that, on

the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing of this plat, and said order has been duly entered in the minutes of the Court Instrument

Number \_\_\_\_\_. Witness my hand and seal of office,  
this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D.

\_\_\_\_\_  
Ruben Becerra  
County Judge  
Hays County, Texas

\_\_\_\_\_  
Elaine H. Cardenas  
County Clerk  
Hays County, Texas

STATE OF TEXAS:       §  
COUNTY OF HAYS:     §

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record

in my office on the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, at  
\_\_\_\_\_ o'clock \_\_\_\_\_ m., in the plat records of Hays County, Texas, in

Instrument Number \_\_\_\_\_.

Witness my hand and seal of office, this the \_\_\_\_ day of  
\_\_\_\_\_, A.D. 20\_\_\_\_.

\_\_\_\_\_  
Elaine H. Cardenas  
County Clerk  
Hays County, Texas

STATE OF TEXAS       §  
COUNTY OF HAYS     §

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO WIT:

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning groundwater availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

\_\_\_\_\_  
Marcus Pacheco, Director  
Hays County Development Services

\_\_\_\_\_  
Eric Van Gaasbeek, R.S., C.F.M.  
Hays County Floodplain Administrator

NOTES:

1. There are no identified special flood hazard areas in the planned area, and the lots are within Zone X, according to Federal Emergency Management Agency (F.E.M.A.) Flood Insurance Rate Map (Firm) No. 48209C0107F, dated September 02, 2005.
2. The Owner /Developer of this lot shall provide certification of Advanced On-Site Sewage Facility and submit the OSSF design to Hays County for review and approval.
3. In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted to access onto a public roadway unless (a) a Permit for use of the County Roadway Right-of-way has been issued under Chapter 751, and, (B) the driveway satisfies the minimum spacing requirement set forth in Chapter 721 of the Hays County Development Regulations.
4. Both lots presented in this plat are in the Edwards Aquifer Contributing Zone, but not in the Edwards Aquifer Recharge Zone.
5. All Culverts, when required, shall comply with the current Hays County standard.
6. Mailboxes placed within the ROW, shall be an approved TxDOT or FHWA design.

 **JONES | CARTER**  
Texas Board of Professional Engineers Registration No. F-439  
Texas Board of Professional Land Surveying Registration No. 10046101  
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

APPLICATION SUBMITTAL DATE: \_\_\_\_\_  
PLAT PREPARATION DATE: February 8, 2021

SHEET 2 OF 2



## 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-1611-NP; Discussion and possible action to approve the final plat for Oak Terrace Estates subdivision.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

July 13, 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

Oak Terrace Estates is a proposed 4 lot subdivision located off of Flite Acres Road and Oak Terrace Drive in Precinct 3. Water service will be accomplished through Wimberley Water Supply Corp. Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities.

The final plat for Oak Terrace Estates subdivision has been reviewed pursuant to Legislative House Bill 3167. While the property falls in the City of Wimberley extraterritorial jurisdiction, the City has deferred review and approval to Hays County. The application has completed Technical Review with Hays County staff.





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

**Meeting Date:** July 13th, 2021

**Requested By:** Colby Machacek

**Prepared By:** Colby Machacek

**Department Director:** Marcus Pacheco

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

### **AGENDA ITEM LANGUAGE:**

Oak Terrace Estates (4 lots). Discussion with possible action to approve the final plat.

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

- A. Oak Terrace Estates is a proposed 4 lot subdivision along Flite Acres Road and Oak Terrace Drive in Precinct 3. Water service will be accomplished through Wimberley Water Supply Corp. Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities.

### **STAFF COMMENTS:**

The final plat for the Oak Terrace Estates subdivision is being reviewed pursuant to Legislative House Bill 3167. While the property falls in the City of Wimberley extraterritorial jurisdiction, the City of Wimberley has deferred review and approval to Hays County.

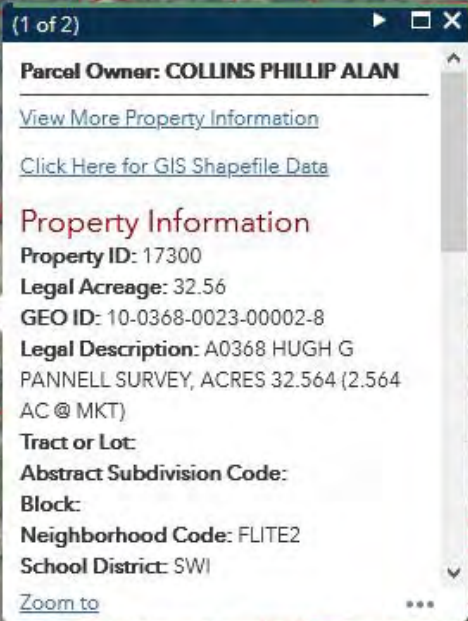
Technical Review has been administered and completed by Hays County Staff. There are no variances requested and this proposal has full staff recommendation.

### **ATTACHMENTS/EXHIBITS:**

Location Map

Subdivision Plat







STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

That I, Phillip A. Collins, owner of that certain tract of land shown hereon and described in a deed recorded in Instrument No. 16003535, 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 OAK TERRACE ESTATES SUBDIVISION, BEING 32.567 ACRES OUT OF THE HUGH G. PANNELL SURVEY ABS. 368, CITY OF WIMBERLEY ETJ, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

By \_\_\_\_\_

Phillip A. Collins, Owner  
1847 Flite Acres Rd.  
Wimberley, Texas 78676

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Phillip A. Collins, 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 05/16/21  
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  
R.P.L.S. # 5737, State of Texas  
155 Riverwalk Dr.  
San Marcos, Texas 78666

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 area, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 48209C 0355 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 at this \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

RELEASED FOR REVIEW 05/16/21  
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  
P.E. No. 119255, State of Texas  
155 Riverwalk Dr.  
San Marcos, Texas 78666

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 \_\_\_\_ 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.

Eric Van Goasbeek, R.S., C.F.M.  
Hays County Floodplain Administrator

Date

Marcus Pacheco, Director  
Hays County Development Services

Date

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

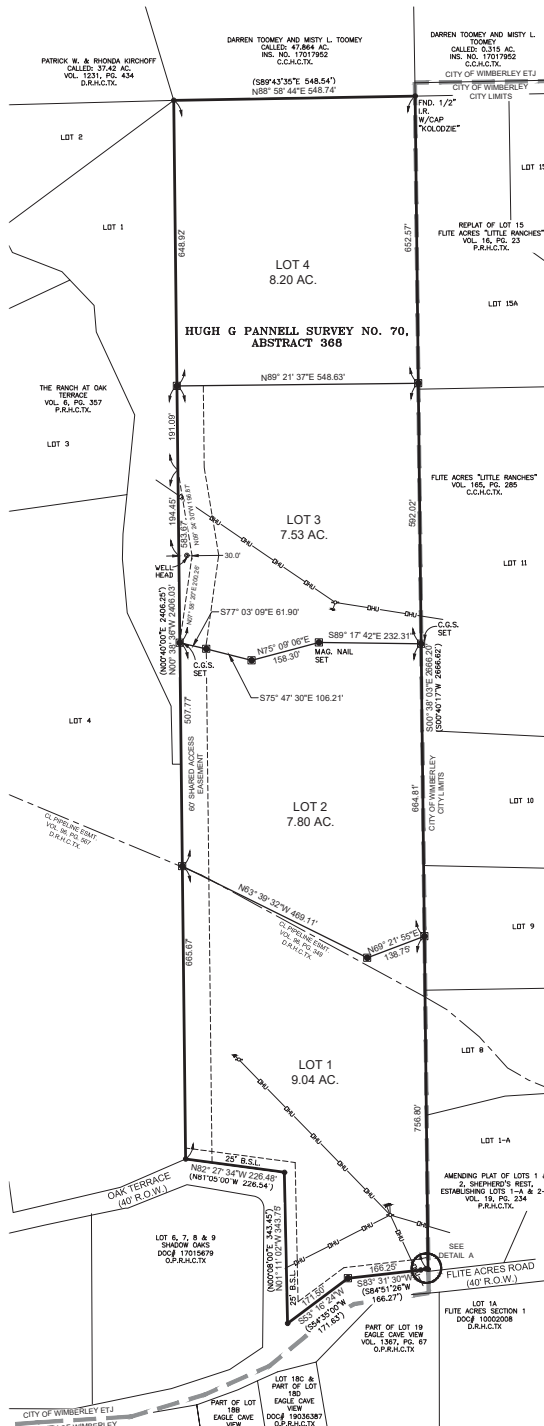
I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the \_\_\_\_ day of \_\_\_\_\_, A.D. 2021, at \_\_\_\_ o'clock \_\_\_\_ m., in the plat records of Hays County, Texas, in Instrument Number \_\_\_\_\_

WITNESS my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

Elaine H. Cardenas  
County Clerk  
Hays County, Texas

PLAN 57xx

SM-20-1115000  
SMS-MC306-20





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

PLN-1679-PC; Hold a public hearing with possible action to approve final plat of the Rolling Oaks, Section 1, Lot 6, Replat.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

July 13, 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

Rolling Oaks, Section One is a recorded subdivision located off of FM 3237 in Precinct 3.

The proposed re-plat will divide the 9.98 acre lot 6 into 3 lots, Lot 6A, Lot 6B, and Lot 6C. Lot 6A will be restricted to Rainwater Collection as the primary water utility and Advanced On-Site Sewage for wastewater treatment. Lots 6B and 6C will utilize Individual Private Wells for water utility and Individual On-Site Sewage Facilities for wastewater treatment.





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

**Meeting Date:** July 13th, 2021

**Requested By:** Colby Machacek, County Planner

**Prepared By:** Colby Machacek, County Planner

**Department Director:** Marcus Pacheco, Development Services Director

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

### **AGENDA ITEM LANGUAGE:**

Hold a public hearing with possible action to approve the final plat of the Replat of Lot 6, Rolling Oaks, Section One Subdivision.

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

- A) Rolling Oaks, Section One is a recorded subdivision located off of FM 3237, a public maintained road. The recorded Lot 6 is a 9.98 acre lot. The proposed replat will divide Lot 6 into 3 lots: Lot 6A, Lot 6B, and Lot 6C.

Lot 6A will be restricted to Rainwater Collection as the primary water utility and Advanced On-Site Sewage for wastewater treatment. Lots 6B and 6C will utilize Individual Private Wells for water utility and Individual On-Site Sewage Facilities for wastewater treatment. The property is located within the Hays County Commissioner Precinct 3 boundary.

- B) Per Texas Local Government Code requirements, a public hearing for this proposed resubdivision of Lot 6 will take place on July 13th, 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 Technical Review for the Replat of Lot 6, Rolling Oaks, Section One. The items remaining are to hold the public hearing for the replat, and action on the approval of the replat.

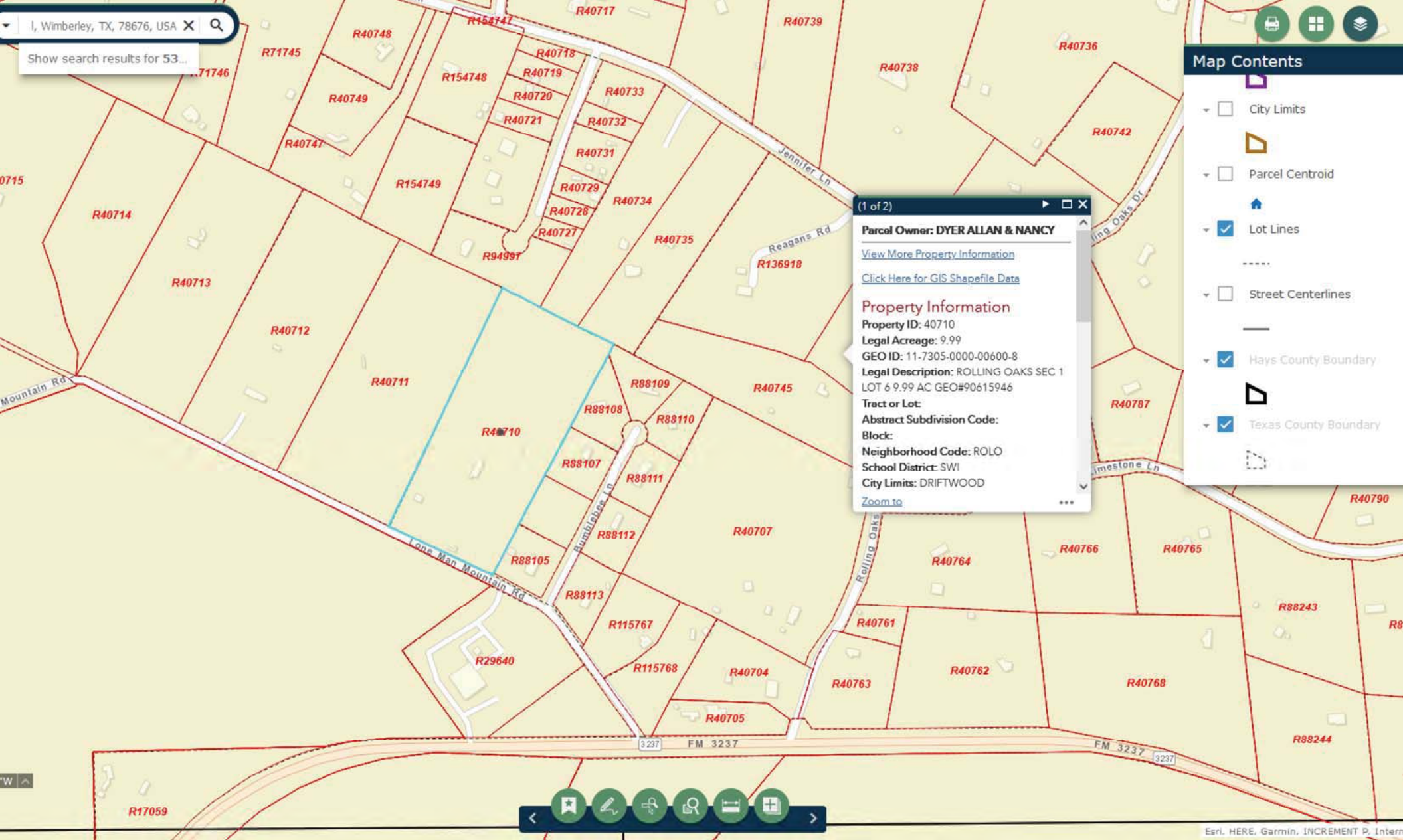
There are no variance requested and at the time this item has full staff recommendation.

### **ATTACHMENTS/EXHIBITS:**

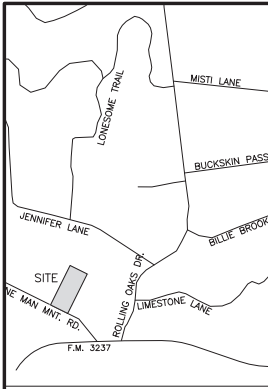
Property Location Map

Subdivision Plat









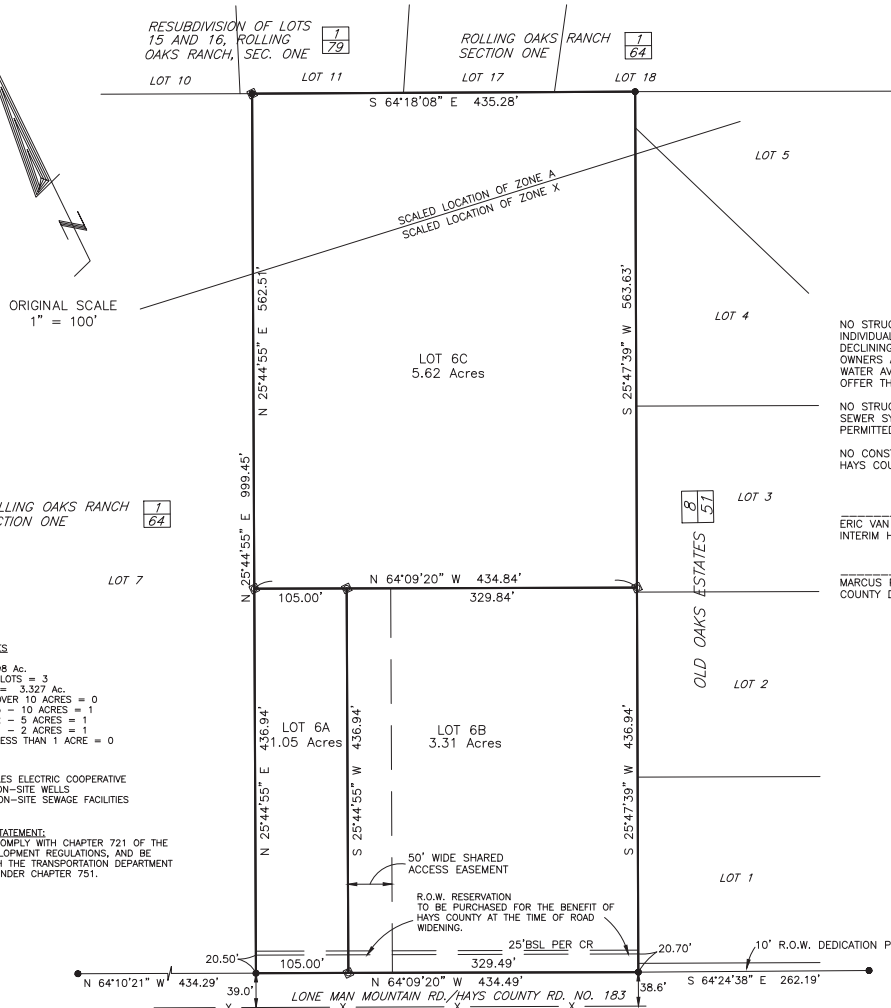
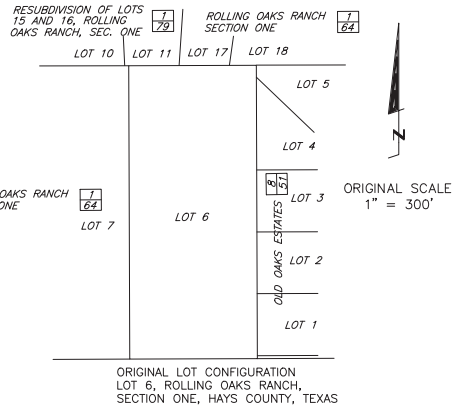
#### SURVEYOR'S NOTES

1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0245F, DATED 9/2/2005, A PORTION OF LOT 6C LIES WITHIN ZONE A (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD) THE REMAINDER OF THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
5. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
6. ACCORDING TO SCALING FROM T250 MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
7. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.
8. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITIES CORPORATE CITY LIMITS OR AREA OF EXTRATERRITORIAL JURISDICTION.
9. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 4 AND 7.
10. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
11. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
12. ALL LOTS SERVED BY SHARED ACCESS DRIVEWAY ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE PER LOT AND IF ANOTHER DEVELOPMENT OF A DWELLING UNIT OCCURS ON ANY OF THE LOTS OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY, THEN SUCH NEW DWELLING UNIT MUST BE CONSTRUCTED ON A SEPARATELY PLATTED LOT WITH DIRECT FRONTAGE ONTO AND PHYSICAL ACCESS TO A REGULATED ROADWAY PRIOR TO CONSTRUCTION OF THE DWELLING UNIT. A DUPLEX WILL NOT BE CONSIDERED A SINGLE FAMILY RESIDENCE FOR THE PURPOSES OF THIS SUBDIAGRAM.
13. THE OWNERS OF THE SINGLE FAMILY RESIDENCES OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE OF THE DRIVEWAY, INCLUDING MAINTAINING ANY DRAINAGE STRUCTURES ASSOCIATED WITH THE DRIVEWAY. THE DRIVEWAY MUST BE MAINTAINED AT ALL TIMES IN A CONDITION THAT WILL PERMIT UNENCUMBERED VEHICULAR ACCESS BY EMERGENCY VEHICLES.
14. LOT 6A IS RESTRICTED TO RAINWATER COLLECTION ONLY, FOR POTABLE WATER, AND ADVANCED OSSF FOR WASTEWATER.
15. LOTS SMALLER THAN FIVE ACRES, WHICH ARE SERVED BY A SHARED ACCESS DRIVEWAY, WILL BE PROHIBITED FROM FURTHER SUBDIVISION UNLESS ADDITIONAL IMPROVED ACCESS IS PROVIDED.
16. UP TO THREE (3) LOTS WITHOUT INDEPENDENT ACCESS TO A REGULATED ROADWAY MAY SHARE A SHARED ACCESS DRIVEWAY WITH UP TO TWO (2) LOTS HAVING INDEPENDENT ACCESS TO A REGULATED ROADWAY IF ALL OTHER REQUIREMENTS OF THESE REGULATIONS ARE MET AND ALL LOTS USING OR ADJACENT TO THE SHARED ACCESS DRIVEWAY ARE LARGER THAN FIVE (5) ACRES IN SIZE AND RESTRICTED BY PLAT NOTE LIMITING DEVELOPMENT TO ONE SINGLE FAMILY RESIDENCE PER LOT AND PROHIBITING T250 REGULATED DEVELOPMENT.
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. THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER AUTHORITY.

VICINITY MAP - 1"=2000'

#### LEGEND

- HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- HAYS COUNTY PLAT RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- IRON ROD FOUND WITH PLASTIC CAP STAMPED "RPLS 5687"
- WIRE FENCE
- UTILITY LINE, POLE AND GUY
- COUNTY REGULATIONS
- BUILDING SETBACK LINE



#### LOT SIZE CATEGORIES

TOTAL AREA = 9.98 Ac.  
TOTAL NUMBER OF LOTS = 3  
AVERAGE LOT SIZE = 3.327 Ac.  
NUMBER OF LOTS OVER 10 ACRES = 0  
NUMBER OF LOTS 5 - 10 ACRES = 1  
NUMBER OF LOTS 2 - 5 ACRES = 1  
NUMBER OF LOTS 1 - 2 ACRES = 1  
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:  
ELECTRIC-PEDERNALES ELECTRIC COOPERATIVE  
WATER-INDIVIDUAL ON-SITE WELLS  
SEWER-INDIVIDUAL ON-SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:  
DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

CLIENT: DYER, ALLAN  
DATE: 12/10/20  
OFFICE: K. SMITH  
CREW: C. SMITH  
FB/PG: 781/38  
PLAT NO. 27842-20-c

OWNERS-LAVERNE & MARJORIE ODELL

272

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ALLAN DYER AND NANCY DYER, OWNERS OF LOT 6, ROLLING OAKS RANCH, SECTION ONE, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED 6/18/2007, AND RECORDED IN VOLUME 3199, PAGE 458 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS REPLAT OF LOT 6, ROLLING OAKS RANCH, SECTION ONE, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

ALLAN DYER, OWNER  
2540 JACKSON CREEK RD.  
MEDINA, TX. 78055

NANCY DYER, OWNER  
2540 JACKSON CREEK RD.  
MEDINA, TX. 78055

STATE OF TEXAS\*  
COUNTY OF HAYS\*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ALLAN DYER AND NANCY DYER, KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS \*  
COUNTY OF HAYS \*

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021, AT \_\_\_\_ O'CLOCK \_\_\_\_ M., AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021 AT \_\_\_\_ O'CLOCK \_\_\_\_ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN DOCUMENT NUMBER \_\_\_\_\_

ELAINE H. CARDENAS, COUNTY CLERK  
HAYS COUNTY, TEXAS

STATE OF TEXAS \*  
COUNTY OF HAYS \*

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2021, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER \_\_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2021

RUBEN BECERRA  
COUNTY JUDGE  
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY, RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

ERIC VAN GAASBEEK, R.S., C.F.M.  
INTERIM HAYS COUNTY FLOODPLAIN ADMINISTRATOR

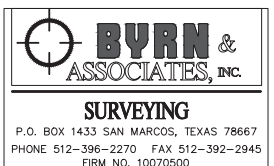
DATE

MARCUS PACHECO, INTERIM DIRECTOR HAYS  
COUNTY DEVELOPMENT SERVICES

DATE

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

REGISTERED PROFESSIONAL LAND SURVEYOR  
KYLE SMITH, R.P.L.S. NO. 5307



RESUBDIVISION PLAT OF LOT 6,  
ROLLING OAKS RANCH, SECTION  
ONE, HAYS COUNTY, TEXAS



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

PLN-1620-NP; Discussion and possible action to approve the final plat for McGregor Lane Acres Subdivision.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

July 13, 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

McGregor Lane Acres is a proposed 2 lot subdivision across 9.346 acres along McGregor Lane in Precinct 4. Water service will be provided by Individual Private Wells. Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities.





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

**Meeting Date:** July 13th, 2021

**Requested By:** Colby Machacek, County Planner

**Prepared By:** Colby Machacek, County Planner

**Department Director:** Marcus Pacheco, Development Services Director

**Sponsoring Court Member:** Commissioner Walt Smith, Precinct 4

### **AGENDA ITEM LANGUAGE:**

Discussion and possible action to approve the final plat for McGregor Lane Acres Subdivision.

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

- A) McGregor Lane Acres is a proposed 2 lot subdivision across 9.346 acres along McGregor Lane in Precinct 4.

Water service will be accomplished by individual private wells and Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities. The property is located within the Hays County Commissioner Precinct 4 boundary.

### **STAFF COMMENTS:**

Staff has completed Technical Review for the McGregor Lane Acres Subdivision. The application has no variances requested and meets all of the Development Regulations set forth.

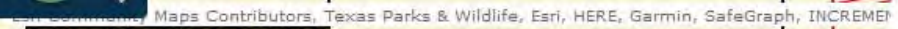
There are no variance requested and at the time this item has full staff recommendation.

### **ATTACHMENTS/EXHIBITS:**

Property Location Map

Subdivision Plat







DILLON R. DOYLE &  
SHAUNA DOYLE  
3797/255  
4.965 ACRES

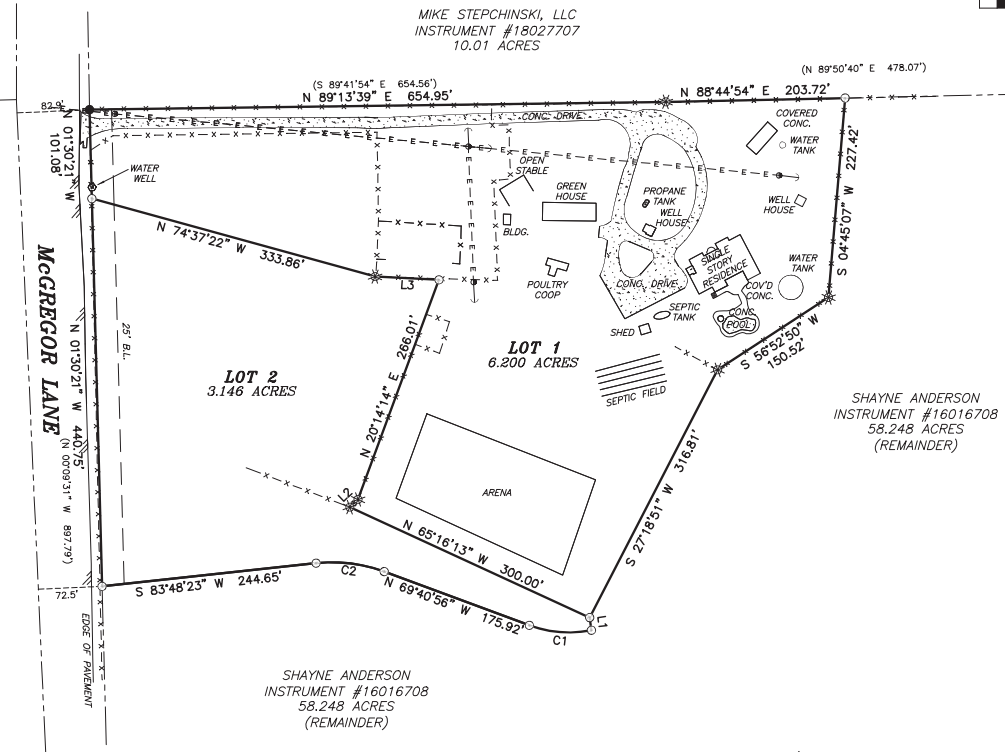
LOT 2  
MADRONE RANCH,  
SECTION ONE  
6/241  
P.R.H.C.T.

MARTHA A. JONES  
1099/734  
30.00 ACRES

MIKE STEPCHINSKI, LLC  
INSTRUMENT #18027707  
10.01 ACRES

SHAYNE ANDERSON  
INSTRUMENT #16016708  
58.248 ACRES  
(REMAINDER)

SHAYNE ANDERSON  
INSTRUMENT #16016708  
58.248 ACRES  
(REMAINDER)



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	130.00	71.64	70.74	N 85°28'13" W	31°34'33"
C2	170.00	78.66	77.96	N 82°56'17" W	26°30'41"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 08°03'24" E	14.56'
L2	N 46°50'01" E	12.69'
L3	N 87°03'07" W	72.60'

#### OWNER INFORMATION

OWNER: SHAYNE ANDERSON  
ADDRESS: 12330 #B PAUL'S VALLEY ROAD, AUSTIN, TX 78737  
OWNERS: NADIR KHAN & HEATHER KHAN  
ADDRESS: 2600 MCGREGOR LANE, DRIPPING SPRINGS, TX 78620

#### LOT INFORMATION

ACREAGE: 9.346 ACRES  
NUMBER OF LOTS: 2  
AVERAGE SIZE OF LOTS: 4.673

10 ACRES OR LARGER: 0 LOTS  
LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES: 1 LOT  
2.00 ACRES OR LARGER UP TO 5.00 ACRES: 1 LOT  
LARGER THAN 1.00 ACRE AND SMALLER THAN 2.0 ACRES: 0 LOTS  
SMALLER THAN 1.00 ACRE: 0 LOTS

DATE: OCTOBER 13, 2020

#### SURVEYOR'S NOTES:

1. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS DELINEATED ON HAYS COUNTY COMMUNITY PANEL #48209C0085F, EFFECTIVE SEPTEMBER 2, 2005.

#### SCHOOL DISTRICT:

THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.

#### E.T.J.:

THIS SUBDIVISION DOES NOT LIE WITHIN THE CITY LIMITS OR ETJ OF ANY MUNICIPALITY.

#### RESUBDIVISION:

NO ADDITIONAL LOTS MAY BE CREATED.

#### UTILITY SERVICES:

INDIVIDUAL ON-SITE WATER WELLS.  
INDIVIDUAL ON-SITE SEWAGE FACILITIES.  
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.  
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY VERIZON.  
GAS UTILITY SERVICE WILL NOT BE PROVIDED.

#### WATER AVAILABILITY NOTE:

UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR THE DURATION OF FIVE (5) YEARS FOLLOWING THE RECORDING OF THIS PLAT.

#### EDWARDS AQUIFER NOTE:

THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE. THIS SUBDIVISION DOES NOT LIE WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

#### GROUNDWATER CONSERVATION DISTRICT NOTE:

THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

#### HAYS COUNTY NOTES:

1. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
2. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
3. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN.

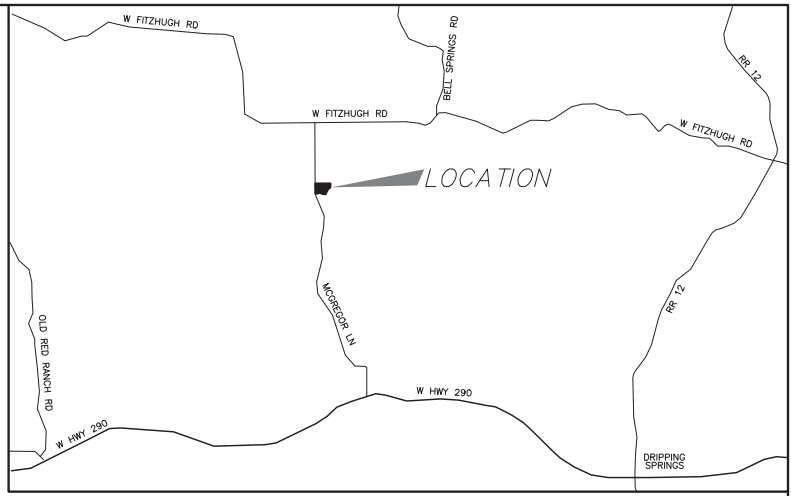
## MCGREGOR LANE ACRES

FIELD BOOK: B-510/47 & B-625/3  
FILE: Server\Co\Hays\Surveys\N McArthur A-314\26920-Plat.dwg



**JAMES E. GARON & ASSOC.**  
LAND SURVEYORS & CIVIL ENGINEERS  
Firm Reg. #10058400 & F-20386  
185 McAllister Road  
Bastrop, Texas 78602  
(512) 303-4185  
jgaron@austin.rr.com  
www.jamesegaron.com





LOCATION MAP  
NOT TO SCALE

STATE OF TEXAS }  
COUNTY OF HAYS }

KNOW ALL MEN BY THESE PRESENTS:

THAT I, SHAYNE ANDERSON, OWNER OF THE REMAINDER PORTION OF 58.248 ACRES OUT OF THE N. MCARTHUR SURVEY, ABSTRACT NO. 314, HAYS COUNTY, TEXAS AND AS CONVEYED TO ME BY DEED OF RECORD IN #16016708, OF THE RECORDS OF HAYS COUNTY TEXAS, AND THAT WE NADIR KHAN AND HEATHER KHAN, BEING THE OWNERS OF 6.200 ACRES OUT OF THE N. MCARTHUR SURVEY, ABSTRACT NO. 314, HAYS COUNTY, TEXAS AND AS CONVEYED TO US BY DEED OF RECORD IN #20028637, OF THE RECORDS OF HAYS COUNTY TEXAS, DO HEREBY SUBDIVIDE 9.346 ACRES; SAID PROPERTY TO BE KNOWN AS:

**MCGREGOR LANE ACRES**

SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED BY THIS PLAT REVISION AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY SHOWN HEREON THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

SHAYNE ANDERSON  
12330 #B PAUL'S VALLEY ROAD  
AUSTIN, TEXAS 78737

NADIR KHAN  
2600 MCGREGOR ROAD  
DRIPPING SPRINGS, TEXAS 78620

HEATHER KHAN  
2600 MCGREGOR ROAD  
DRIPPING SPRINGS, TEXAS 78620

STATE OF TEXAS }  
COUNTY OF HAYS }

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SHAYNE ANDERSON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

PRINTED NAME OF NOTARY / EXPIRES

STATE OF TEXAS }  
COUNTY OF HAYS }

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED NADIR KHAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

PRINTED NAME OF NOTARY / EXPIRES

STATE OF TEXAS }  
COUNTY OF HAYS }

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED HEATHER KHAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

PRINTED NAME OF NOTARY / EXPIRES

STATE OF TEXAS }  
COUNTY OF BASTROP }

I, JAMES E. GARON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, AND THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED, UNDER MY PERSONAL SUPERVISION.

JAMES E. GARON DATE:  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REG. NO. 4303  
185 McALLISTER RD  
BASTROP, TEXAS 78602  
PH. 512-303-4185 FAX 512-321-2107  
JAMESGARON.COM.

**DEVELOPMENT SERVICES DEPARTMENT**

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED COMMUNITY WATER SYSTEM OR PRIVATE WATER WELL. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO  
DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

ERIC VAN GAASBEEK, R.S., C.F.M. DATE  
INTERIM HAYS COUNTY FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS }  
COUNTY OF HAYS }

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

MARCUS PACHECO  
DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS }  
COUNTY OF HAYS }

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER \_\_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

RUBEN BECERRA  
COUNTY JUDGE  
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

**MCGREGOR LANE ACRES**

FIELD BOOK: B-510/47 & B-625/3  
FILE: Server\Co\Hays\Surveys\N McArthur A-314\26920-Plat.dwg



**JAMES E. GARON & ASSOC.**  
LAND SURVEYORS & CIVIL ENGINEERS  
Firm Reg. #10058400 & F-20386  
185 McAllister Road  
Bastrop, Texas 78602  
(512) 303-4185  
jgaron@austin.rr.com  
www.jamesegaron.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

SUB-962; El Dorado Subdivision (12 Lots). Discussion and possible action to approve final plat.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

July 13, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

PACHECO

#### SPONSOR

JONES

#### CO-SPONSOR

N/A

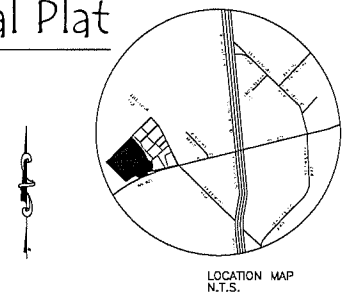
#### SUMMARY

The proposed El Dorado Subdivision is a 52 lot subdivision located off of FM 21 in Precinct 2. The subdivision crosses three county boundaries: Hays, Travis, and Caldwell. Only 12 lots are going to be inside Hays County. The subdivision will be served by GoForth SUD. Wastewater service will be provided by individual on-site sewage Facilities.



# TRAVIS COUNTY CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

El Dorado  
Final Plat



IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.

Gallup  
Engineering  
Firm Registration # F-2384  
17415 Granddancer Street  
Suite 204  
San Marcos, Texas 78666

EL DORADO FINAL PLAT  
Carmelo Real (SH 11)  
Cadastral Survey, Travis County, Texas  
E.T.L. Manning RHEG, Texas

SHEET: 1  
OF 8



## PLAT NOTES:

### 1. GENERAL NOTES

- ALL LOTS ARE SINGLE-FAMILY RESIDENTIAL.
- SUBDIVISION IS LOCATED IN THE CITY LIMITS AND THE EXTRATERRITORIAL JURISDICTION OF MUSTANG RIDGE.
- SUBDIVISION IS LOCATED IN EMERGENCY SERVICES DISTRICT #11 OF TRAVIS COUNTY FIRE RESCUE, AND HAYS/CALDWELL EMERGENCY SERVICES DISTRICT #1.
- WATER SERVICE TO BE PROVIDED BY GOFORTH WATER SUPPLY.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SOURCE THAT IS SATISFACTORY FOR HUMAN CONSUMPTION, AND IS A WATER SOURCE THAT IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED DEVELOPMENT.
- ALL LOTS TO BE SERVICED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL A CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE INDIVIDUAL SEWAGE DISPOSAL SYSTEM THAT SATISFIES STATE AND COUNTY REQUIREMENTS FOR SEPTIC SYSTEMS.
- A TWENTY FOOT (20') PUBLIC UTILITY EASEMENT (P.U.E.) IS DEDICATED ON EACH LOT ADJACENT TO ALL PUBLIC RIGHTS-OF-WAY, AND ADDITIONALLY A TEN FOOT (10') P.U.E. IS DEDICATED ADJACENT TO ALL OTHER SIDES AND THE BACK LINE OF EACH LOT.
  - ALL LOTS WILL TAKE ACCESS THROUGH THE INTERIOR ROADS. ADDITIONAL ACCESS TO CAMINO REAL (SH 21) WILL NOT BE GRANTED BY TxDOT.
- SUBDIVISION IS LOCATED IN PLUM CREEK CONSERVATION DISTRICT AND THE PLUM CREEK GROUNDWATER DISTRICT.
- SUBDIVISION IS LOCATED WITHIN HAYS CISD, LOCKHART ISD, AND DEL VALLE ISD.
  - Lot 1 Block D; Lot 1 Block C; Lot 4 Block B; and Lot 23 Block D; SHALL TAKE ACCESS FROM OPTIMISMO TERRACE.
  - WITHIN A SIGHT LINE EASEMENT ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AT THE OWNER'S EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.

### 2. SUBDIVISION PLAT NOTES, WATER QUALITY PROTECTION, TRAVIS COUNTY:

- NO CUT OR FILL ON ANY LOT MAY EXCEED EIGHT FEET, EXCLUDING DRIVEWAYS, A BUILDING STRUCTURE'S FOOTPRINT, OR A PARKING AREA FOOTPRINT, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
- AS DEPICTED ON THE PLAT, EACH PROTECTIVE EASEMENT FROM A CRITICAL ENVIRONMENTAL FEATURE, INCLUDING A CAVE, SINKHOLE, POINT RECHARGE FEATURE, BLUFF, CANYON RIMROCK FEATURE, WETLAND, AND SPRING MUST REMAIN IN ITS EXISTING, UNDEVELOPED, NATURAL STATE. NATURAL VEGETATIVE COVER MUST BE RETAINED. CONSTRUCTION ACTIVITIES, WASTEWATER DISPOSAL, AND WASTEWATER IRRIGATION ARE PROHIBITED WITHIN A PROTECTIVE EASEMENT. A RESIDENTIAL LAWN OR TRAIL IS ALLOWED IF IT IS LOCATED AT LEAST 50 FEET FROM THE EDGE OF A CRITICAL ENVIRONMENTAL FEATURE IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
- AS DEPICTED ON THE PLAT, THE SETBACK AREA IDENTIFIED FOR EACH WATERWAY IS A PROTECTIVE EASEMENT THAT MUST REMAIN UNDEVELOPED AND ACTIVITIES MUST BE LIMITED WITHIN THE EASEMENT. THE PROTECTIVE EASEMENT MUST REMAIN FREE OF CONSTRUCTION, DEVELOPMENT, AND OTHER ALTERATIONS EXCEPT WHEN SPECIFICALLY APPROVED IN A TRAVIS COUNTY DEVELOPMENT PERMIT.
- BEFORE BEGINNING CONSTRUCTION ACTIVITIES ON A SUBDIVISION LOT, THE OWNER MUST OBTAIN A TRAVIS COUNTY DEVELOPMENT PERMIT AND, WHEN APPLICABLE, OBTAIN AND IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE SWPPP REQUIRES IMPLEMENTATION OF TEMPORARY AND PERMANENT BEST MANAGEMENT PRACTICES, INCLUDING EROSION AND SEDIMENT CONTROLS, FOR PROTECTION OF STORM WATER RUNOFF QUALITY, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
- THE OWNER IS RESPONSIBLE FOR MAINTAINING AND OPERATING ALL PERMANENT WATER CONTROLS IN COMPLIANCE WITH ALL APPLICABLE STANDARDS AND REQUIREMENTS OF THE TRAVIS COUNTY CODE. SEE DOCUMENT \_\_\_\_\_.
- AN ACTIVITY THAT MAY ADVERSELY AFFECT A TREE OF EIGHT INCHES OR MORE IN TRUNK DIAMETER (MEASURED AT FOUR FEET HEIGHT ABOVE THE GROUND) IN A RIGHT-OF-WAY ACCEPTED FOR MAINTENANCE BY TRAVIS COUNTY MUST COMPLY WITH ALL STANDARDS AND REQUIREMENTS IN THE TRAVIS COUNTY CODE.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.

### 3. GENERAL EASEMENT NOTES: THE FOLLOWING CONDITIONS, EASEMENTS, RIGHT OF WAYS, ETC., COULD AFFECT THIS PARCEL:

- EASEMENT AND TELEPHONE LINES AND SYSTEMS EASEMENT TO CITY OF AUSTIN (TRACT ONE) RECORDED IN VOL. 506 PG. 162, DEED RECORDS CALDWELL COUNTY TEXAS.
- RIGHT OF WAY EASEMENT TO GOFORTH WATER SUPPLY CORP., (TRACT ONE AND TRACT TWO) RECORDED IN VOL. 105 PG. 541, OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS.
- RIGHT OF WAY TO TRAVIS COUNTY, TEXAS, (TRACT FOUR) RECORDED IN VOLUME 3426 PAGE 1338 OF THE DEED OF RECORDS OF TRAVIS COUNTY, TEXAS.
- EASEMENT FOR ELECTRIC AND OR TELEPHONE LINES AND SYSTEMS TO THE CITY OF AUSTIN (TRACT FOUR) RECORDED IN VOLUME 12402 PAGE 1446 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.
- EASEMENT FOR WATER DISTRIBUTION AND APPURTENANCES (TRACT FOUR) TO GO FORTH WATER SUPPLY CORP., RECORDED IN VOLUME 12119 PAGE 32 REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.
- CHANNEL EASEMENT TO THE STATE OF TEXAS (TRACT TWO) 60'x150' RECORDED IN VOLUME 201 PAGE 536 OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS.

### 4. DRAINAGE EASEMENT NOTES:

- NO OBJECTS INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING, OR OTHER STRUCTURES SHALL BE CONSTRUCTED WITHIN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE COUNTY.
- PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY COUNTY OFFICIALS FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.
- DRAINAGE PLANS SHALL BE SUBMITTED TO THE TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTION) FOR REVIEW PRIOR TO SITE DEVELOPMENT. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS.

### 5. ELECTRICAL EASEMENT NOTES:

- ELECTRICAL SERVICE TO BE PROVIDED BY PEDERNALES ELECTRICAL COOPERATIVE.
- PEDERNALES ELECTRIC UTILITY REQUIRES A 10' WIDE EASEMENT ALONG SIDE AND REAR PROPERTY LINES, AS WELL AS A 20' WIDE EASEMENT ALONG THE FRONT PROPERTY LINE ALONG ALL STREETS.

### 6. CITY OF AUSTIN ELECTRIC, TELEPHONE, AND SYSTEMS EASEMENT NOTES:

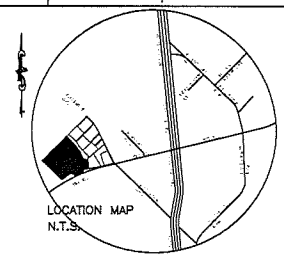
- OWNER MAY NOT PLACE, ERECT, CONSTRUCT OR MAINTAIN WITHIN THE ELECTRIC TRANSMISSION EASEMENT:
  - ANY PERMANENT STRUCTURES, INCLUDING, BUT NOT LIMITED TO HABITABLE STRUCTURES SUCH AS HOMES, MOBILE HOMES, GARAGES, OR OFFICES, ANY STRUCTURE OF ANY KIND IN SUCH PROXIMITY TO THE ELECTRIC TRANSMISSION OR DISTRIBUTION LINES, POLES, STRUCTURES, TOWERS, OR APPURTENANT FACILITIES AS WOULD CONSTITUTE A VIOLATION OF THE NATIONAL ELECTRIC SAFETY CODE IN EFFECT AT THE TIME THE STRUCTURE IS ERECTED, NOR
  - ANY STRUCTURES, INCLUDING BUT NOT LIMITED TO, FENCES, STORAGE SHEDS, DRAINAGE, FILTRATION OR DETENTION PONDS WHICH WOULD IMPAIR AUSTIN ENERGY'S ACCESS TO THE TRANSMISSION EASEMENTS OR ITS LINES, POLES, STRUCTURES, TOWERS OR APPURTENANT FACILITIES IN THE EASEMENTS
  - NO FENCES ALLOWED WITHIN THE TRANSMISSION EASEMENT ON THE SIDE AND REAR PROPERTY LINES OF LOTS 1-4, BLOCK B; LOTS 1-B, BLOCK C; LOTS 20-24, BLOCK D; LOTS 1-6, BLOCK D.
- NO TREES SHALL BE PLANTED WITH A MATURE HEIGHT OF GREATER THAN 15 FEET WITHIN THE EASEMENT. NO TREES SHALL BE PLANTED WITHIN 25 FEET OF THE BASE OF THE TRANSMISSION STRUCTURE. VEHICULAR ACCESS FOR AUSTIN ENERGY TRUCKS AND EQUIPMENT IS TO BE MAINTAINED AT ALL TIMES TO THE STRUCTURES. AUSTIN ENERGY WILL NOT BE RESPONSIBLE FOR DAMAGE AND REMOVAL OF VEGETATION WITHIN THE EASEMENT.

- PARKLAND DEDICATION FEES TO TRAVIS COUNTY HAVE BEEN PAID FOR 33 UNITS.
- EACH DWELLING UNIT SHALL BE INSTALLED WITH SPRINKLER SYSTEMS THAT COMPLY WITH NFPA 13D SYSTEMS APPROVED BY THE TRAVIS COUNTY FIRE MARSHAL'S OFFICE.
- GENERAL NOTES CONCERNING DRIVEWAYS:
  - DRIVEWAYS SHALL BE LOCATED NO CLOSER THAN 50 FEET TO THE CORNER OF A RIGHT-OF-WAY INTERSECTION.
  - IT IS DESIRABLE FOR DRIVEWAYS FOR INDIVIDUAL LOTS TO BE SPACED NO CLOSER THAN 100 FEET CENTERLINE TO CENTERLINE.
  - THE MINIMUM DRIVEWAY SPACING OF 100 FEET IS DESIRED FOR STREETS CONSTRUCTED WITHOUT STANDARD CURB AND GUTTER TO PROVIDE FOR MOWERS.

- SIDEWALKS (TRAVIS COUNTY): PUBLIC SIDEWALKS, BUILT TO TRAVIS COUNTY STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: CANDIDE LANE AND OPTIMISMO TERRACE. THE SIDEWALKS ARE REQUIRED TO BE CONSTRUCTED BY THE PROPERTY OWNER AFTER THE ADJUTING ROADWAY IS IMPROVED AND CONCRETE CURBS ARE IN PLACE. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. AFTER INSTALLATION AND ACCEPTANCE BY TRAVIS COUNTY, SIDEWALKS WILL BE MAINTAINED BY TRAVIS COUNTY.

- ALL PUBLIC STREETS WILL BE DEDICATED AND MAINTAINED BY THE COUNTY OF JURISDICTION IN WHICH THE STREET IS LOCATED, I.E., CALDWELL COUNTY: CANDIDE LANE (ENTRANCE TO CALDWELL/TRAVIS COUNTY LINE); TRAVIS COUNTY: CANDIDE LANE (CALDWELL/TRAVIS COUNTY LINE TO END OF STREET AT REAR OF SUBDIVISION) AND OPTIMISMO TERRACE (TO THE TRAVIS/HAYS COUNTY LINE) AND HAYS COUNTY: GUATAVITA LANE AND INTERSECTION OF GUATAVITA LANE AND OPTIMISMO TERRACE.

## El Dorado Final Plat



OWNER:  
MILLENNIUM INTERESTS, LTD.  
1718 STATE STREET  
HOUSTON, TX 77007  
(713) 870-0216

SURVEYOR:  
JERRY HINKLE  
HINKLE SURVEYORS  
P.O. BOX 1027  
1109 S. MAIN STREET  
LOCKHART, TX 78644  
PH: (512) 398-2000

ENGINEER:  
R. ANNE GALLUP, P.E.  
GALLUP ENGINEERING  
174 S. GUADALUPE STREET, SUITE 204  
SAN MARCOS, TEXAS 78666  
(512) 392-3816

### 12. HAYS COUNTY NOTES:

- ALL ROADWAYS IN HAYS COUNTY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 5.
- ALL CULVERTS IN HAYS COUNTY, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER B.03.
- MAIL BOXES PLACED WITHIN HAYS COUNTY RIGHT OF WAY, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
- THIS SITE IS NOT LOCATED WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER NOR THE EDWARDS AQUIFER RECHARGE ZONE.
- DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
- PER TAC 30, TPDES GENERAL PERMIT TXR040000 PART III, SECTION B, POST-CONSTRUCTION STORM WATER 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. THE STORM WATER CONTROL MEASURE WITHIN THIS SUBDIVISION IS THE STORM WATER DETENTION FACILITY LOCATED WITHIN LOT 20, BLOCK D BY RECORD OF THIS PLAT. THE MAINTENANCE PLAN HAS BEEN FILED UNDER DOCUMENT NO. \_\_\_\_\_ IN THE HAYS COUNTY RECORDS.

### 13. CITY OF MUSTANG RIDGE PLAT NOTES:

- THIS SUBDIVISION IS CLASSIFIED AS A SUBURBAN DEVELOPMENT IN ACCORDANCE WITH ORDINANCE 05-00242 SUBDIVISION STANDARDS.
- A CITY OF MUSTANG RIDGE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF MUSTANG RIDGE, TEXAS.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
- PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF MUSTANG RIDGE, TEXAS.
- NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 75 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING STREET OR ROADWAY.
- ALL LOTS SHALL HAVE A FIFTEEN (15) FOOT WIDE PUBLIC UTILITY EASEMENT ADJACENT TO ALL FRONT LOT LINES AND RIGHT-OF-WAY LINES AND A SEVEN AND A HALF (7.5) FOOT WIDE PUBLIC UTILITY EASEMENT ADJACENT TO ALL SIDE AND REAR LOT LINES, BUT NOT SUPERIMPOSED UPON A DRAINAGE OR WATERLINE EASEMENT.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM OR TO AN INDIVIDUAL WATER WELL THAT HAS BEEN APPROVED AND PERMITTED BY THE CITY OF MUSTANG RIDGE, TEXAS.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER DISPOSAL SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE CITY OF MUSTANG RIDGE.
- NO ON-SITE SEWAGE DISPOSAL SYSTEM SHALL BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL. NO ON-SITE SEWAGE DISPOSAL SYSTEM SHALL BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL. NO ON-SITE SEWAGE DISPOSAL SYSTEM SHALL BE INSTALLED WITHIN 20 FEET OF PUBLIC WATER MAIN OR PUBLIC WATER MAIN EASEMENT.

Gallup  
Engineering

Plan Registration # 1-2284  
174 S. Guadalupe Street  
Suite 204  
San Marcos, Texas 78666

SHEET: 2  
OF 8

EL DORADO FINAL PLAT  
NOTES AND CERTIFICATIONS  
Camilo Real (SH 21)  
Caldwell County, Texas, Campy-Hay County  
El Dorado Mustang Ridge, Texas



STATE OF TEXAS  
COUNTY OF HARRIS  
KNOW ALL MEN BY THESE PRESENTS

WE, MILLENNIUM INTERESTS, LTD, A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH BEAU KING, GENERAL PARTNER, BEING THE OWNER OF THE REMAINDER OF 194.938 ACRES OUT OF THE ELIZABETH BROWN SURVEY, ABSTRACT NO. 368, THE SARAH GAINER SURVEY, ABSTRACT NO. 320, IN TRAVIS COUNTY TEXAS AND BEING A PORTION OF TRACT 2 CONVEYED IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2013122378 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY TEXAS, AND THE T. HATTON SURVEY A-121, IN CALDWELL COUNTY TEXAS AND BEING A PORTION OF TRACT 1, 2, AND 3 CONVEYED IN WARRANTY DEED RECORDED IN INSTRUMENT NO. 13271D OFFICIAL RECORDS, CALDWELL COUNTY, TEXAS AND BEING A PORTION OF TRACT 2 CONVEYED IN VOLUME 4718, PAGE 821, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 93.61 ACRES OF LAND IN ACCORDANCE TO THE PLAT ATTACHED HERETO, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE 212 AND 232, TO BE KNOWN AS EL DORADO, AND DO HEREBY DEDICATE TO THE PUBLIC, UNLESS OTHERWISE INDICATED ALL STREETS, ALLEYS, PARKS AND WATERCOURSES, DRAINS, EASEMENT AND PUBLIC PLACES SHOWN WITHIN THE BOUNDARIES OF THIS PLAT.

BEAU KING, GENERAL PARTNER,  
MILLENNIUM INTERESTS, LTD.  
1718 STATE STREET  
HOUSTON, TX 77007

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND 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 \_\_\_\_\_, A.D., 20\_\_\_\_.

NOTARY PUBLIC

STATE OF TEXAS  
COUNTY OF CALDWELL

I JERRY HINKLE, REGISTERED PROFESSIONAL LAND SURVEYOR, STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND COMPLIES WITH THE LAND SURVEYING PORTIONS OF TRAVIS COUNTY CHAPTER 82 DEVELOPMENT REGULATIONS AND OF THE CITY OF MUSTANG RIDGE ORDINANCE 05-00242.

IN WITNESS THEREOF, MY HAND AND SEAL, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

JERRY HINKLE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS, NO. 5459

STATE OF TEXAS  
COUNTY OF HAYS

I, R. ANNE GALLUP, A REGISTERED PROFESSIONAL ENGINEER, STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION AND THAT PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THE DESIGN OF THE SUBDIVISION AND COMPLIES AS FOLLOWS: (1) WITH THE ENGINEERING PORTIONS OF TRAVIS COUNTY CHAPTER 82 DEVELOPMENT REGULATIONS, (2) WITH THE SUBDIVISION REGULATIONS FOR CALDWELL COUNTY, AND (3) AND CITY OF MUSTANG RIDGE ORDINANCE 05-00242.

IN WITNESS THEREOF, MY HAND AND SEAL, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

R. ANNE GALLUP  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF TEXAS, NO. 79435  
GALLUP ENGINEERING  
FIRM REGISTRATION NO. F-2284

#### CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
2. THIS SUBDIVISION IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF STATE AND COUNTY REQUIREMENTS FOR SEPTIC SYSTEMS AND ON-SITE SEWAGE FACILITIES.
3. EACH RESIDENTIAL LOT IN THIS SUBDIVISION IS RESTRICTED TO NO MORE THAN ONE SINGLE FAMILY DWELLING PER ACRE.
4. THESE RESTRICTIONS ARE ENFORCEABLE BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.

LICENSED SANITARIAN

DATE

#### CALDWELL COUNTY COMMISSIONERS' COURT RESOLUTION

IT IS UNDERSTOOD THAT ON APPROVAL OF THIS PLAT BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS, THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH, SHALL REMAIN THE RESPONSIBILITY OF THE OWNER, HOME OWNERS / PROPERTY OWNERS ASSOCIATION, AND/OR APPLICANT OF THE TRACT OF LAND COVERED BY THIS, PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS. THE COURT ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

THE COUNTY IS NOT RESPONSIBLE FOR MAINTENANCE OF PARKS, OPEN SPACE, OR DRAINAGE EASEMENTS UNLESS OTHERWISE AGREED TO BY THE COMMISSIONERS COURT.

NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM OR AN APPROVED ONSITE WATER WELL.

#### FLOOD STATEMENT:

ACCORDING TO CALDWELL COUNTY DEVELOPMENT ORDINANCE SECTION 3.5.1 (1) FOR ANY LOT SHOWN ON A SUBDIVISION FINAL PLAT CONTAINING OR WITHIN THREE HUNDRED (300) FEET OF A FLOODPLAIN REQUIRES THAT THE LOWEST FINISHED FLOOR OF AN HABITABLE STRUCTURE BUILT ON THAT LOT SHALL BE AT LEAST TWO (2) FEET ABOVE THE "100-YEAR FLOOD" LEVEL AS DETERMINED BY A PROFESSIONAL ENGINEER OR AS SHOWN ON FEMA FIRM MAPS. ANY STRUCTURES BUILT WITHIN THIS ZONE SHALL HAVE AN ELEVATION CERTIFICATE PREPARED BY A PROFESSIONAL ENGINEER OR AN RPLS.

STATE OF TEXAS  
COUNTY OF CALDWELL

I, TERESA RODRIGUEZ, CLERK OF THE COUNTY COURT, OF CALDWELL COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., THE COMMISSIONERS' COURT OF CALDWELL COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY RECORDED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

TERESA RODRIGUEZ, COUNTY CLERK, CALDWELL COUNTY, TEXAS

DEPUTY

STATE OF TEXAS  
COUNTY OF CALDWELL

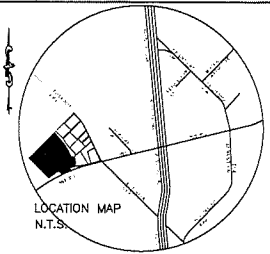
I, TERESA RODRIGUEZ, CLERK OF CALDWELL COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D. AT \_\_\_\_\_ O'Clock \_\_\_\_\_ M., DULY RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D. AT \_\_\_\_\_ O'Clock \_\_\_\_\_ M., OF SAID COUNTY AND STATE IN PLAT CABINET \_\_\_\_\_ AND SLIDE \_\_\_\_\_ OF RECORD IN THE PLAT RECORDS OF CALDWELL COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

TERESA RODRIGUEZ, COUNTY CLERK  
CALDWELL COUNTY, TEXAS

DEPUTY

# El Dorado Final Plat



CITY OF MUSTANG RIDGE, TEXAS

IT IS UNDERSTOOD THAT ON APPROVAL OF THIS PLAT BY THE CITY COUNCIL, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH, SHALL REMAIN THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE CITY COUNCIL OF MUSTANG RIDGE, TEXAS. THE COUNCIL ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

THE AUTHORIZATION OF THIS PLAT BY THE CITY COUNCIL FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY THE CITY OF MUSTANG RIDGE, TEXAS, OF ROADS AND STREETS IN REAL ESTATE SUBDIVISIONS DOES NOT OBLIGATE THE CITY TO INSTALL STREET NAME SIGNS, AS THIS IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION; ERECTING SIGNS FOR TRAFFIC CONTROL, SUCH AS SPEED LIMITS AND STOP AND YIELD SIGNS, SHALL ALSO BE THE RESPONSIBILITY OF THE DEVELOPER UNDER THE DIRECTION OF THE CITY COUNCIL.

THIS SUBDIVISION HAS BEEN ACCEPTED AND APPROVED FOR RECORDING IN THE PLAT RECORDS OF \_\_\_\_\_ COUNTY, TEXAS BY THE CITY COUNCIL OF THE CITY OF MUSTANG RIDGE, TEXAS, ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. AS SET OUT IN THE \_\_\_\_\_ MINUTES OF THE CITY COUNCIL OF THE CITY OF MUSTANG RIDGE, TEXAS.

DAVID BUNN  
MAYOR  
MUSTANG RIDGE, TEXAS

CAROLYN VALLEJO  
CITY SECRETARY  
MUSTANG RIDGE, TEXAS

#### FLOOD PLAIN STATEMENT:

A PORTION OF THIS TRACT LIES WITHIN THE DESIGNATED FEMA 100-YEAR FLOOD PLAIN (1% ANNUAL CHANCE FLOODPLAIN). THE FEMA DESIGNATED FLOOD HAZARD AREA IS PORTRAYED AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48453C0715H DATED SEPTEMBER 26, 2008, FOR TRAVIS COUNTY, TEXAS AND FIRM #48009A0025C DATED JUNE 19, 2012 FOR CALDWELL COUNTY, TEXAS; AND FIRM #48209C0315F DATED SEPTEMBER 2, 2005 FOR HAYS COUNTY, TEXAS.

I, R. ANNE GALLUP, A REGISTERED PROFESSIONAL ENGINEER, STATE OF TEXAS, HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THE AFORE-MENTIONED STATEMENT IS TRUE.

R. ANNE GALLUP, P.E.  
REGISTERED PROFESSIONAL ENGINEER, STATE OF TEXAS, NO. 79435  
GALLUP ENGINEERING, FIRM REGISTRATION NO. F-2284

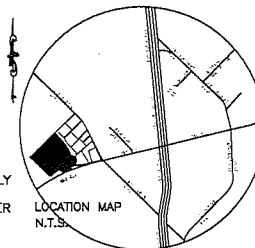
Gallup  
Engineering  
Firm Registration # F-2284  
174 S. Guadalupe Street  
Suite 204  
San Marcos, Texas 78666

SHEET: 3  
OF 8

EL DORADO FINAL PLAT  
NOTES AND CERTIFICATIONS  
Cesarito Real (SIT 31)  
Caldwell County Travis County Hays County  
El Dorado Mustang Ridge Texas



# El Dorado Final Plat



## TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
2. THIS SUBDIVISION IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF CHAPTER 48, TRAVIS COUNTY CODE, RULES OF TRAVIS COUNTY, TEXAS FOR ON-SITE SEWAGE FACILITIES. THESE RULES REQUIRE, AMONG OTHER THINGS, THAT A CONSTRUCTION PERMIT BE OBTAINED FROM TRAVIS COUNTY BEFORE AN INDIVIDUAL ON-SITE SEWAGE FACILITIES CAN BE CONSTRUCTED, ALTERED, MODIFIED, OR REPAIRED IN THE SUBDIVISION AND THAT A LICENSE TO OPERATE BE OBTAINED FROM TRAVIS COUNTY BEFORE AN INDIVIDUAL ON-SITE SEWAGE FACILITIES CAN BE OPERATED IN THE SUBDIVISION.
3. EACH RESIDENTIAL LOT IN THIS SUBDIVISION IS RESTRICTED TO NO MORE THAN ONE SINGLE FAMILY DWELLING PER ACRE.
4. THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

STACEY SCHEFFEL D.R. #0S0011143  
PROGRAM MANAGER,  
ON-SITE WASTEWATER, TRAVIS COUNTY TNR

DATE

## TRAVIS COUNTY COMMISSIONERS' COURT RESOLUTION:

IN APPROVING THIS PLAT, THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S)' OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS' COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS  
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY

STATE OF TEXAS  
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D. AT \_\_\_\_\_ O'Clock \_\_\_\_\_ M., DULY RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D. AT \_\_\_\_\_ O'Clock \_\_\_\_\_ M., OF SAID COUNTY AND STATE IN DOCUMENT NUMBER \_\_\_\_\_ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

DEPUTY

## SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY THE HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO  
INTERIM DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

ERIC VAN GAASBEEK, R.S., C.F.M.  
INTERIM HAYS COUNTY FLOODPLAIN ADMINISTRATOR

## DRIVE WAY PERMIT NOTE

"IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONOTIONS 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 REQUIREMENTS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS"

STATE OF TEXAS  
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER \_\_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2D\_\_\_\_

RUBEN BECERRA  
COUNTY JUDGE  
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF HAYS

I, ELAINE H. CARDENAS, CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D. AT \_\_\_\_\_ O'Clock \_\_\_\_\_ M, IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NUMBER \_\_\_\_\_

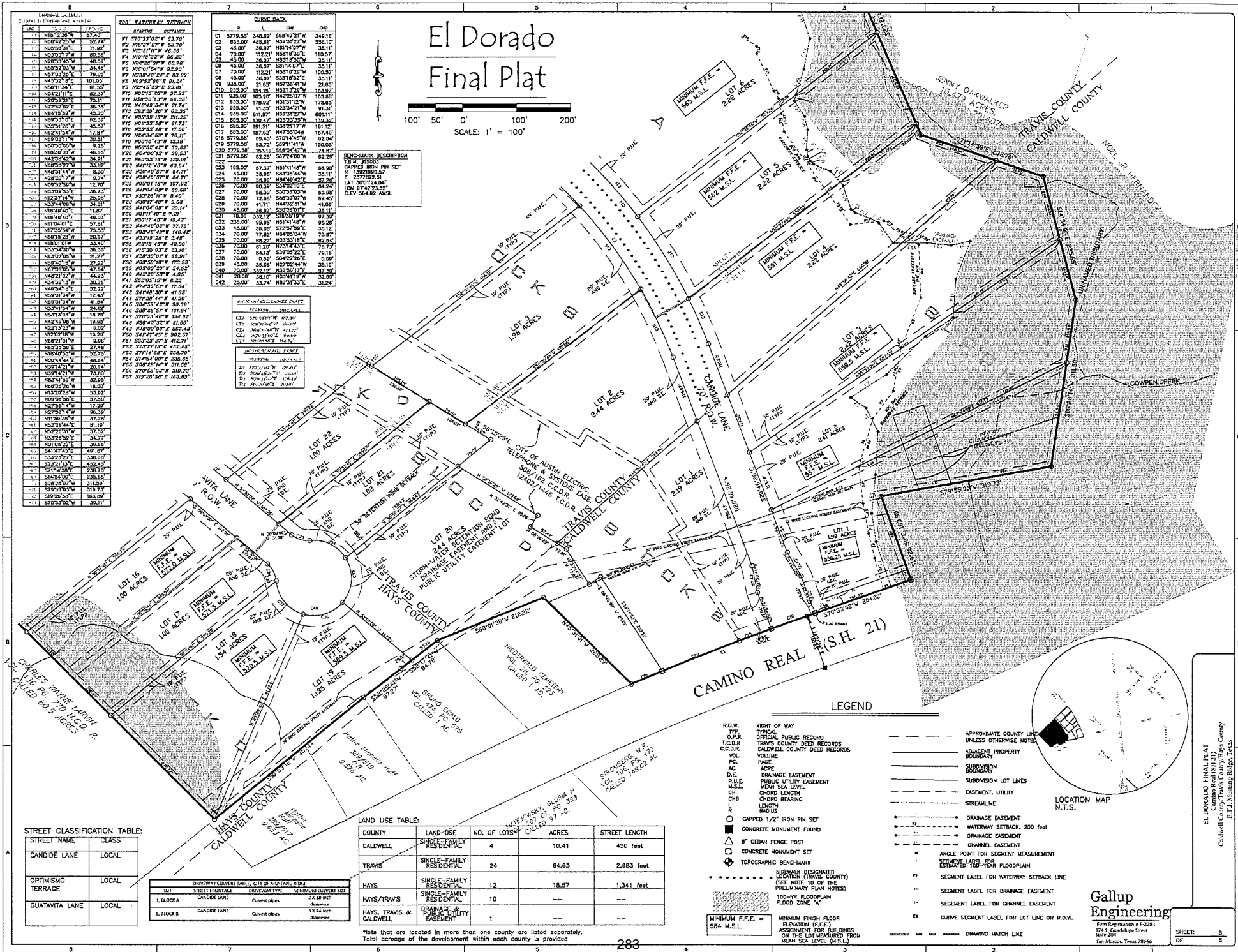
WITNESS MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

Gallup  
Engineering  
Firm Registration # F-2284  
174 N. Castalope Street  
Suite 204  
San Marcos, Texas 78666

SHEET:  
OF







N.I.S.

STREET NAME	CLASS
CANDIDE LANE	LOCAL
OPTIMISMO TERRACE	LOCAL
GUATAVITA LANE	LOCAL

LAND USE TABLE:				
COUNTY	LAND USE	NO. OF LOTS*	ACRES	STREET LENGTH
CALDWELL	SINGLE-FAMILY RESIDENTIAL	4	10.41	450 feet
TRAVIS	SINGLE-FAMILY RESIDENTIAL	24	64.63	2,663 feet
HAYS	SINGLE-FAMILY RESIDENTIAL	12	18.57	1,341 feet
HAYS/TRAVIS	SINGLE-FAMILY RESIDENTIAL	10	—	—
HAYS, TRAVIS & CALDWELL	DRAINAGE & PUBLIC UTILITY	1	—	—

\*lots that are located in more than one county are listed separately.  
Total acreage of the development within each county is provided

		APPROXIMATE COUNTY LINE UNLESS OTHERWISE NOTED
R.O.W.	RIGHT OF WAY	
TYP.	TYPICAL	ADJACENT PROPERTY BOUNDARY
D.P.R.	OFFICIAL PUBLIC RECORD	
T.C.D.R.	TRANS COUNTY DEED RECORDS	SUBDIVISION BOUNDARY
C.C.D.R.	CALIFORNIA COUNTY DEED RECORDS	
VOL.	VOLUME	SUBDIVISION LOT LINES
PG.	PAGE	
AC.	ACRE	EASEMENT, UTILITY
D.E.	DRAINAGE EASEMENT	
P.U.E.	PUBLIC UTILITY EASEMENT	STREAMLINE
M.S.L.	MEAN SEA LEVEL	
CH	CHORD LENGTH	
CHB	CHORD BEARING	-----
	LENGTH	-----
	RADIUS	-----
○	CAPPED 1/2" IRON PIN SET	-----
■	CONCRETE MONUMENT FOUND	-----
△	1" CEDAR FENCE POST	-----
⊕	TOPOGRAPHIC BENCHMARK	-----
.....	SIDWALK (DESIGNATED COUNTY (TRANS COUNTY) (SEE NOTE 10 OF THE PRELIMINARY PLAN NOTES)	-----
	100-YR FLOODPLAIN FLOOD ZONE A1	-----
	MINIMUM FINISH FLOOR (ELEVATION (F.F.E.)) ASSIGNMENT FOR BUILDINGS ON THE LOT DRAINED FROM MEAN SEA LEVEL (M.S.L.)	-----
	WASHING MACHINE	-----
		-----

Firm Registration # F-22184  
174 S. Guadalupe Street  
Suite 204  
San Marcos, Texas 78666

SHEET: 6  
OF 8

EL DORADO FINAL PLAT  
Carmelo Real (SH 21)  
Caldwell County/Travis County/Hays County

284

Z:\El Dorado\plat el dorado-add hays.dwg, 6 MID PROPERTY



Differential Equations Solving by Laplace Transform	
Prob.	Equation
1	$y'' + 2y' + 2y = 2\cos t$
2	$y'' + 4y = 2\cos t$
3	$y'' + 2y' + 2y = 2\sin t$
4	$y'' + 2y' + 2y = 2\cos t + 2\sin t$
5	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2$
6	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t$
7	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^2$
8	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^3$
9	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^4$
10	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^5$
11	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^6$
12	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^7$
13	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^8$
14	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^9$
15	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{10}$
16	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{11}$
17	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{12}$
18	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{13}$
19	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{14}$
20	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{15}$
21	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{16}$
22	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{17}$
23	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{18}$
24	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{19}$
25	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{20}$
26	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{21}$
27	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{22}$
28	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{23}$
29	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{24}$
30	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{25}$
31	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{26}$
32	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{27}$
33	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{28}$
34	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{29}$
35	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{30}$
36	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{31}$
37	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{32}$
38	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{33}$
39	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{34}$
40	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{35}$
41	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{36}$
42	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{37}$
43	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{38}$
44	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{39}$
45	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{40}$
46	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{41}$
47	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{42}$
48	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{43}$
49	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{44}$
50	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{45}$
51	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{46}$
52	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{47}$
53	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{48}$
54	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{49}$
55	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{50}$
56	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{51}$
57	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{52}$
58	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{53}$
59	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{54}$
60	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{55}$
61	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{56}$
62	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{57}$
63	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{58}$
64	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{59}$
65	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{60}$
66	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{61}$
67	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{62}$
68	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{63}$
69	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{64}$
70	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{65}$
71	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{66}$
72	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{67}$
73	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{68}$
74	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{69}$
75	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{70}$
76	$y'' + 2y' + 2y = 2\cos t + 2\sin t + 2t^{71}$

LAND USE TABLE:	
COUNTY	
CALDWELL	
TRAVIS	
HAYS	
HAYS/TRAVIS	
HAYS, TRAVIS & CALDWELL	

\*Note that any local  
Total acreage of U

STREET CLASSIFICATION	
STREET NAME	
CANDIDE LANE	
OPTIMISMO TERRACE	
GUATAVITA LANE	

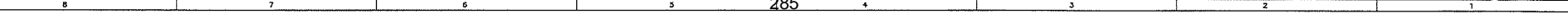
BENCHMARK DESCRIPTION  
T.M. #10001  
504 MAIL SET IN  
6' TREATED PINE  
EAST 228.82.00  
C. 2378180.70  
LAT 2071'38.78"  
E. 108 97'42.02"  
ELEV 983.07 Meters

2NDUR & FREEMAN  
1684 PAGE 251  
PAR. 5 OF 10  
285 SUBDIV.

ated in more than one county are listed separately.  
The development within each county is provided

**BENCHMARK DESCRIPTION**  
T.B.M. #15001  
500' HAIL SET IN  
8" TREATED FENCE POST  
N 13023482.00  
E 2378160.70  
LAT 30°01'30.79"  
LONG 97°42'42.01"  
ELEV 605.07 AMSL

MINIMUM 582 M.S.C.





# 200' WATERWAY SETBACK

BEARING	DISTANCE
#1 S 79°33'02"W 63.70'	
#2 N 0°32'07"W 50.70'	
#3 N 83°31'11"W 49.36'	
#4 N 0°01'54"W 50.39'	
#5 N 89°20'07"W 66.76'	
#6 N 0°01'54"W 50.39'	
#7 N 53°48'24"E 63.89'	
#8 N 0°23'00"E 66.24'	
#9 N 0°45'50"E 59.81'	
#10 N 0°15'25"W 57.33'	
#11 N 89°30'50"W 56.34'	
#12 N 46°40'54"W 52.74'	
#13 S 89°30'30"W 52.54'	
#14 N 0°30'10"W 51.55'	
#15 N 0°53'58"W 51.73'	
#16 N 0°33'40"W 51.60'	
#17 N 0°43'40"W 51.11'	
#18 N 0°16'40"W 51.18'	
#19 N 0°16'40"W 50.63'	
#20 N 0°40'11"W 50.52'	
#21 N 0°53'10"W 50.01'	
#22 N 41°15'40"W 53.04'	
#23 N 0°15'40"W 54.71'	
#24 N 0°40'07"W 54.71'	
#25 N 0°15'10"W 50.73'	
#26 N 0°40'07"W 50.66'	
#27 N 0°33'01"W 54.40'	
#28 N 0°17'40"W 50.53'	
#29 N 0°17'40"W 50.53'	
#30 N 0°17'40"W 50.53'	
#31 N 0°17'40"W 50.53'	
#32 N 0°17'40"W 50.53'	
#33 N 0°17'40"W 50.53'	
#34 N 0°17'40"W 50.53'	
#35 N 0°17'40"W 50.53'	
#36 N 0°17'40"W 50.53'	
#37 N 0°17'40"W 50.53'	
#38 N 0°17'40"W 50.53'	
#39 N 0°17'40"W 50.53'	
#40 N 0°17'40"W 50.53'	
#41 N 0°17'40"W 50.53'	
#42 N 0°17'40"W 50.53'	
#43 N 0°17'40"W 50.53'	
#44 N 0°17'40"W 50.53'	
#45 N 0°17'40"W 50.53'	
#46 N 0°17'40"W 50.53'	
#47 N 0°17'40"W 50.53'	
#48 N 0°17'40"W 50.53'	
#49 N 0°17'40"W 50.53'	
#50 N 0°17'40"W 50.53'	
#51 N 0°17'40"W 50.53'	
#52 N 0°17'40"W 50.53'	
#53 N 0°17'40"W 50.53'	
#54 N 0°17'40"W 50.53'	
#55 N 0°17'40"W 50.53'	
#56 N 0°17'40"W 50.53'	
#57 N 0°17'40"W 50.53'	
#58 N 0°17'40"W 50.53'	
#59 N 0°17'40"W 50.53'	
#60 N 0°17'40"W 50.53'	

#	CH	OS	OS
01	379°30'	348.85'	589°49'27"
02	379°30'	488.81'	339°31'22"
03	43°00'	36.07'	N 81°40'07"W
04	70°00'	112.21'	N 58°18'29"W
05	45°00'	36.07'	N 81°40'07"W
06	43°00'	36.07'	N 81°40'07"W
07	43°00'	36.07'	N 81°40'07"W
08	43°00'	36.07'	N 81°40'07"W
09	43°00'	36.07'	N 81°40'07"W
10	43°00'	36.07'	N 81°40'07"W
11	43°00'	36.07'	N 81°40'07"W
12	43°00'	36.07'	N 81°40'07"W
13	43°00'	36.07'	N 81°40'07"W
14	43°00'	36.07'	N 81°40'07"W
15	43°00'	36.07'	N 81°40'07"W
16	43°00'	36.07'	N 81°40'07"W
17	43°00'	36.07'	N 81°40'07"W
18	43°00'	36.07'	N 81°40'07"W
19	43°00'	36.07'	N 81°40'07"W
20	43°00'	36.07'	N 81°40'07"W
21	43°00'	36.07'	N 81°40'07"W
22	43°00'	36.07'	N 81°40'07"W
23	43°00'	36.07'	N 81°40'07"W
24	43°00'	36.07'	N 81°40'07"W
25	43°00'	36.07'	N 81°40'07"W
26	43°00'	36.07'	N 81°40'07"W
27	43°00'	36.07'	N 81°40'07"W
28	43°00'	36.07'	N 81°40'07"W
29	43°00'	36.07'	N 81°40'07"W
30	43°00'	36.07'	N 81°40'07"W
31	43°00'	36.07'	N 81°40'07"W
32	43°00'	36.07'	N 81°40'07"W
33	43°00'	36.07'	N 81°40'07"W
34	43°00'	36.07'	N 81°40'07"W
35	43°00'	36.07'	N 81°40'07"W
36	43°00'	36.07'	N 81°40'07"W
37	43°00'	36.07'	N 81°40'07"W
38	43°00'	36.07'	N 81°40'07"W
39	43°00'	36.07'	N 81°40'07"W
40	43°00'	36.07'	N 81°40'07"W
41	43°00'	36.07'	N 81°40'07"W
42	43°00'	36.07'	N 81°40'07"W
43	43°00'	36.07'	N 81°40'07"W
44	43°00'	36.07'	N 81°40'07"W
45	43°00'	36.07'	N 81°40'07"W
46	43°00'	36.07'	N 81°40'07"W
47	43°00'	36.07'	N 81°40'07"W
48	43°00'	36.07'	N 81°40'07"W
49	43°00'	36.07'	N 81°40'07"W
50	43°00'	36.07'	N 81°40'07"W
51	43°00'	36.07'	N 81°40'07"W
52	43°00'	36.07'	N 81°40'07"W
53	43°00'	36.07'	N 81°40'07"W
54	43°00'	36.07'	N 81°40'07"W
55	43°00'	36.07'	N 81°40'07"W
56	43°00'	36.07'	N 81°40'07"W
57	43°00'	36.07'	N 81°40'07"W
58	43°00'	36.07'	N 81°40'07"W
59	43°00'	36.07'	N 81°40'07"W
60	43°00'	36.07'	N 81°40'07"W

COUNTY	LAND USE	NO. OF LOTS*	ACRES	STREET LENGTH
CALDWELL	SINGLE-FAMILY RESIDENTIAL	4	10.41	450 feet
TRAVIS	SINGLE-FAMILY RESIDENTIAL	24	64.63	2,683 feet
HAYS	SINGLE-FAMILY RESIDENTIAL	12	18.57	1,341 feet
HAYS/TRAVIS	SINGLE-FAMILY RESIDENTIAL	10	—	—
HAYS, TRAVIS & CALDWELL	DRAINAGE & PUBLIC UTILITY EASEMENT	1	—	—

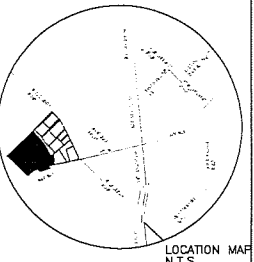
STREET NAME	CLASS
CANDIDE LANE	LOCAL
OPTIMISMO TERRACE	LOCAL
QUATAVITA LANE	LOCAL

\*lots that are located in more than one county are listed separately. Total acreage of the development within each county is provided.

## LEGEND

- R.O.W. RIGHT OF WAY
- TYP. TYPICAL
- D.P.R. DRAINAGE PUBLIC RECORD
- T.E.D.R. TRAVIS COUNTY DEED RECORDS
- C.E.D.R. CALDWELL COUNTY DEED RECORDS
- VOL. VOLUME
- P.C. PAGE
- A.C. ACRES
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- M.S.L. MEAN SEA LEVEL
- CH. CHORD LENGTH
- DB. CHORD BEARING
- L. LENGTH
- R. RADII
- CAPPED 1/2" IRON PIN SET
- CONCRETE MONUMENT FOUND
- △ 6" CEDAR FENCE POST
- ..... FUTURE SIDEWALK DESIGNATED LOCATION (TRAVIS COUNTY)
- 100-YR FLOODPLAIN FLOOD ZONE "A"
- MINIMUM FINISH FLOOR ELEVATION (F.F.E.) ASSIGNED FOR BUILDINGS ON THE LOT MEASURED FROM MEAN SEA LEVEL (M.S.L.)
- MINIMUM F.F.E. = 584 M.S.L.
- APPROXIMATE COUNTY LINE UNLESS OTHERWISE NOTED
- ADJACENT PROPERTY BOUNDARY
- SUBDIVISION BOUNDARY
- SUBDIVISION LOT LINES
- EASEMENT, UTILITY
- STREAMLINE
- DRAINAGE EASEMENT
- WATERWAY SETBACK, 200 feet
- DRAINAGE EASEMENT
- CHANNEL EASEMENT
- ANGLE POINT FOR SEGMENT MEASUREMENT ESTIMATED 100'-FOR FLOODPLAIN
- SEGMENT LABEL FOR WATERWAY SETBACK LINE
- SEGMENT LABEL FOR DRAINAGE EASEMENT
- SEGMENT LABEL FOR CHANNEL EASEMENT
- CURVE SEGMENT LABEL FOR LOT LINE OR R.O.W.
- DRAWING MATCH LINE

# El Dorado Final Plat



100' 50' 0' 100' 200'  
SCALE: 1" = 100'



EL DORADO FINAL PLAT  
Candide Road (SH 21)  
Caldwell County/Travis County/Hays County  
E.T.J. Shoring Ridge, Texas

Gallup Engineering  
Form Registration # F-3334  
174 S. Guadalupe Street  
Suite 204  
San Marcos, Texas 78666

SHEET: 8  
OF 8



## 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-1549-PC; Hold a public hearing with possible action to approve the final plat for Pico Ranch 1, Replat of Lot 1R.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

July 13, 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

Pico Ranch 1 is a recorded subdivision located off of Red Corral Ranch Rd in Precinct 3.

The proposed re-plat will divide the 59.62 acre lot 1R into 2 lots, Lot 1R-1 and Lot 1R-2. Water service will be provided by individual wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.





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

**Meeting Date:** July 13th, 2021

**Requested By:** Colby Machacek, County Planner

**Prepared By:** Colby Machacek, County Planner

**Department Director:** Marcus Pacheco, Development Services Director

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

### **AGENDA ITEM LANGUAGE:**

Hold a public hearing with possible action to approve the final plat of the Pico Ranch 1, Replat of Lot 1R.

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

- A) Pico Ranch 1 is a recorded subdivision located off of Red Corral Ranch, a public maintained roadway. The recorded Lot 1R is a 59.62 acre lot. The proposed replat will divide Lot 1R into 2 lots: Lot 1R-1 and Lot 1R-2.

Water service will be accomplished by Individual Private Well and Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities. The property is located within the Hays County Commissioner Precinct 3 boundary.

- B) Per Texas Local Government Code requirements, a public hearing for this proposed resubdivision of Pico Ranch 1, Replat of Lot 1R will take place on July 13th, 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 Technical Review for the Pico Ranch 1, Replat of Lot 1R. The items remaining are to hold the public hearing for the replat, and action on the approval of the replat.

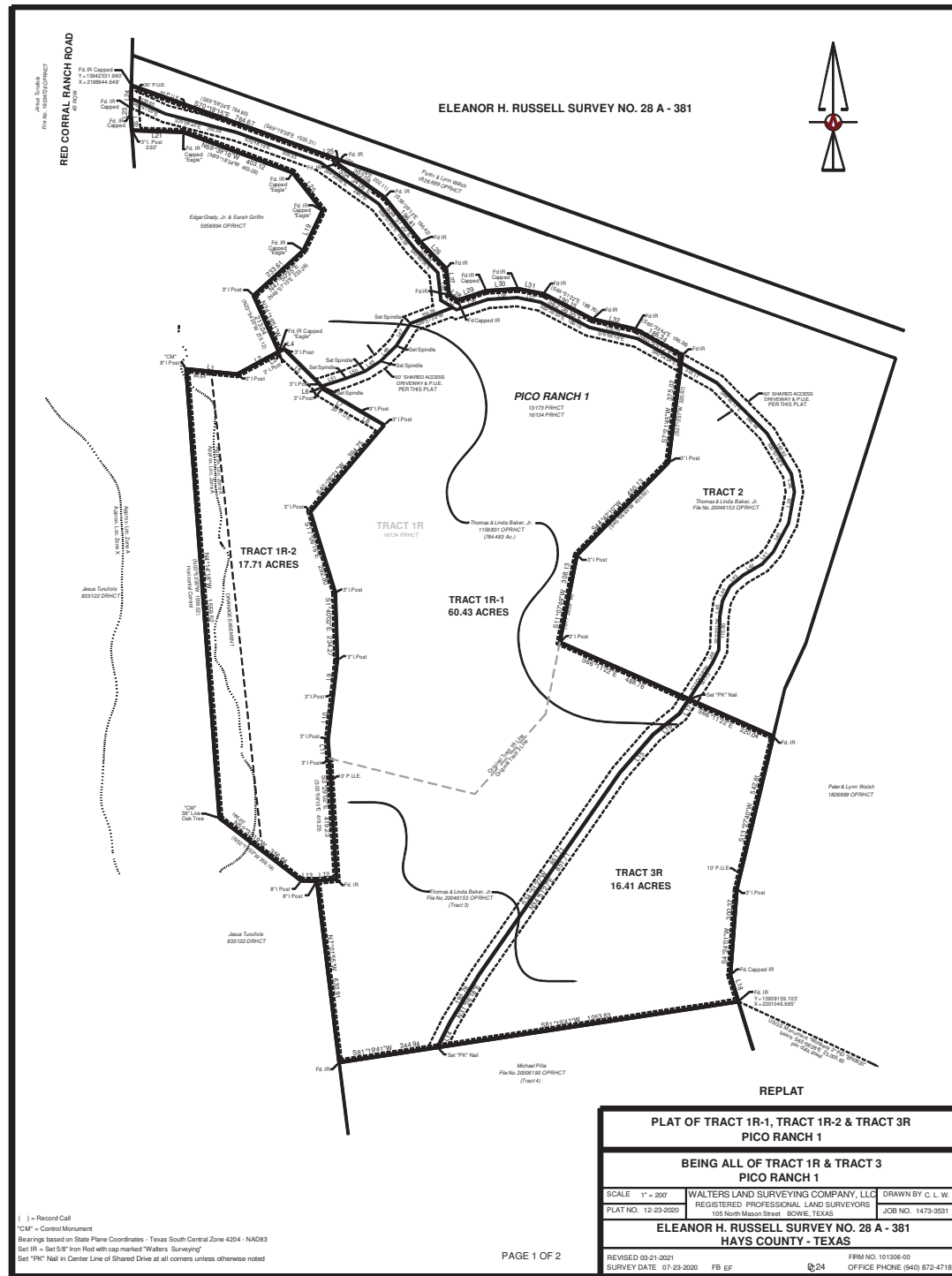
There are no variance requested and at the time this item has full staff recommendation.

### **ATTACHMENTS/EXHIBITS:**

Property Location Map

Subdivision Plat





( ) = Record Call  
"CM" = Control Monument  
Bearings based on State Plane Coordinates - Texas South Central Zone 4204 - NAD83  
Set IR = Set 5.0" iron Rod with cap marked "Walters Surveying"  
Set "PK" Nail in Center Line of Shared Drive at all corners unless otherwise noted

**REPLAT**

**PLAT OF TRACT 1R-1, TRACT 1R-2 & TRACT 3R  
PICO RANCH 1**

**BEING ALL OF TRACT 1R & TRACT 3  
PICO RANCH 1**

SCALE 1" = 200'	WALTERS LAND SURVEYING COMPANY, LLC REGISTERED PROFESSIONAL LAND SURVEYORS 105 North Mason Street BOWIE, TEXAS	DRAWN BY C. L. W. JOB NO. 1473-3531
ELEANOR H. RUSSELL SURVEY NO. 28 A - 381 HAYS COUNTY - TEXAS		
REVISED 03-21-2021	SURVEY DATE 07-23-2020	FB (F) FIRM NO. 101306-00 OFFICE PHONE (940) 872-4718



LI NE	DI STANCE	BEAR I NG	
L1	177.36	S84°17'51"E	(84°17'51"E 177.36)
L2	164.53	N61°15'21"E	(61°15'21"E 164.44)
L3	1.08	S19°18'55"E	
L4	20.59	N65°12'47"E	
L5	174.01	S45°20'58"E	
L6	16.55	S24°15'21"E	
L7	153.30	S59°14'28"E	
L8	96.29	S51°40'43"E	
L9	114.28	S6°27'52"W	
L10	161.74	S6°46'36"W	
L11	66.16	S3°45'19"E	(88°57'44"W 68.57)
L12	68.07	S84°14'01"W	(88°57'44"W 54.33)
L13	54.26	N89°03'18"W	
L14	97.24	N2°11'00"E	
L15	177.25	N41°11'20"E	
L16	115.33	N51°12'20"E	
L17	59.80	N33°06'33"E	
L18	94.92	S17°12'30"E	(80°54'53"E 150.58)
L19	152.86	N25°28'40"E	(80°54'53"E 157.56)
L20	167.60	N28°17'50"W	(86°41'46"W 176.70)
L21	178.70	N88°08'29"W	(86°41'46"W 58.42)
L22	58.19	N4°03'57"W	(86°19'55"E 19.89)
L23	19.91	N0°58'44"E	(86°19'55"E 77.45)
L24	77.40	N1°57'31"E	(82°51'17"W 14.90)
L25	14.90	S34°59'11"W	(86°19'55"E 135.54)
L26	130.61	S43°14'50"E	(86°19'55"E 82.45)
L27	82.43	S6°24'06"E	(86°19'55"E 54.35)
L28	94.43	S81°29'55"E	(82°51'17"W 104.71)
L29	104.80	N71°39'56"E	(86°19'55"E 110.35)
L30	110.92	N68°29'55"E	(87°57'32"E 88.91)
L31	88.98	S78°37'47"E	(87°57'32"E 150.96)
L32	152.86	S78°37'47"E	
L33	87.03	S6°24'06"E	
L34	83.04	S58°44'05"E	
L35	114.73	N71°39'56"E	
L36	103.10	N68°29'55"E	
L37	80.85	S78°37'47"E	
L38	82.75	S8°18'02"W	
L39	110.57	S10°27'37"W	
L40	112.49	S28°18'02"W	
L41	57.53	S42°07'49"W	
L42	76.27	S59°40'46"W	
L43	58.88	S50°11'17"W	
L44	58.27	S26°56'10"W	
L45	53.07	S8°10'11"W	
L46	52.78	S25°32'50"W	
L47	92.52	S34°23'21"W	
L48	76.11	S45°34'44"W	
L49	63.77	S57°31'05"W	
L50	69.16	S68°47'46"W	
L51	91.86	S7°25'23"W	

Number of tracts: 3  
TRACT 1R-1 = 60.43 Acres  
TRACT 1R-2 = 17.71 Acres  
TRACT 3R = 16.41 Acres  
Category: 3 Tracts - 10 Acres or larger

There is hereby dedicated a 30' utility easement along the front of all lots and a 10' utility easement along the side of all lots. If the same person owns two or more adjacent lots, then the 10' utility easement will only affect the outer boundaries of said lot.

Water provided by: Onsite water well  
Sewer provided by: Onsite septic system  
Electric provided by: Pedernales Electric Coop

These lots are limited to Single Family Residences and no TCOQ regulated businesses.

STATE OF TEXAS )  
 )  
HAYS COUNTY )  
 )

I, Elaine H. Cardenas, County Clerk of Hays County, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ in the Public Records, Hays County, Texas in Instrument Number \_\_\_\_\_.

WITNESS my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

Elaine H. Cardenas  
County Clerk, Hays County, Texas

STATE OF TEXAS )  
 )  
HAYS COUNTY )  
 )

I, Elaine H. Cardenas, County Clerk of Hays County, Texas do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, the Commissioners Court of Hays County, Texas passed an order authorizing the filing for record of this plat, and said order has been duly entered in the minutes of the said Court.  
Instrument Number \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

Ruben Beorina  
County Judge, Hays County, Texas

Elaine H. Cardenas  
County Clerk, Hays County, Texas

NOTE:  
In approving this plat by the Commissioners Court of Hays County, Texas it is understood that all roads shown hereon are private roads and shall remain the property of the Subdivision and/or subsequent owners of the property. The construction, repair and maintenance of these roads and any associated drainage improvements will be the responsibility of the Subdivider and/or subsequent owners of the subdivision and will not be the responsibility of Hays County.

STATE OF TEXAS )  
 )  
HAYS COUNTY )  
 )

**CERTIFICATE OF HAYS COUNTY DEVELOPMENT SERVICES**  
Sewage Disposal/Individual Water Supply Certification, to wit:  
No structure in this subdivision shall be occupied until connected to an individual water supply or a state approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rain water collection is encouraged and in some areas may offer the best renewable water resource.  
No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.  
No construction or development within the subdivision may begin until all Hays County Development permit requirements have been met.

Eric Van Gassbeek, P.E., C. P. E.  
Hays County Floodplain Administrator

Marcus Pacheco  
Director, Hays County Development Services

According to the 2015 Countywide Floodplain Study for Hays County, a portion of this tract lies in Zone A "No base flood elevations determined".

This property lies in the Blanco Independent School District.  
This property does not lie in the ETJ of any city or municipality.

This property lies within the Hays County Emergency Service Districts 1 & 6

This property lies within the Hays Trinity Groundwater Conservation District  
This property, as depicted, lies in the Edwards Aquifer Constituting Zone

\*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

DRIVEWAY PERMIT NOTE:

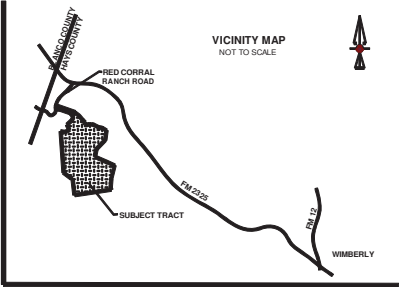
"In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted to access onto a public roadway unless (a) a permit for use of the County Roadway right-of-way has been issued under Chapter 751, and, (b) the driveway satisfies the minimum spacing requirement set forth in chapter 721 of the Hays County Development Regulations."

CULVERT NOTE:

"All culverts, when required, shall comply with the current Hays County Standards, per Hays County Development Regulations, Chapter 705, Subchapter 8.0.3."

MAILBOX NOTE:

"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."



STATE OF TEXAS )  
 )  
HAYS COUNTY )  
 )

**WITNESS ACKNOWLEDGEMENT & REDIFICATION**  
KNOW ALL MEN BY THESE PRESENTS: That we, Thomas B. Baker, Jr. & Linda Rae Baker, owners of 784.483 acres of land out of the Eleanor H. Russell Survey A-28, Hays County, Texas as conveyed to us by deed dated June 26, 1995, recorded in Volume 1156, Page 831-836, Official Public Records, Hays County, Texas and conveyed to us by deed dated October 28, 2020, recorded in File No. 20049153, Official Public Records, Hays County, Texas do hereby subdivide 94.55 acres being all of TRACT 1R PICO RANCH 1 AND TRACT 3 PICO RANCH 1, to be known as TRACT 1R-1, TRACT 1R-2 AND TRACT 3R PICO RANCH 1, Hays, County, Texas, in accordance with the plat shown hereon, subject to any and all easements or restrictions hereinafore granted, and do hereby dedicate to the future land owners the use and benefit of the easements shown hereon.

WITNESS OUR HAND, this the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

Thomas B. Baker, Jr.  
1111 Red Corral Ranch Road  
Wimberly, Texas 78079  
Date \_\_\_\_\_

Linda Rae Baker  
1111 Red Corral Ranch Road  
Wimberly, Texas 78079  
Date \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared Thomas B. Baker, Jr. & Linda Rae Baker, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

Notary Public, State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared Michael Pila, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

Notary Public, State of Texas

STATE OF TEXAS )  
 )  
HAYS COUNTY )  
 )

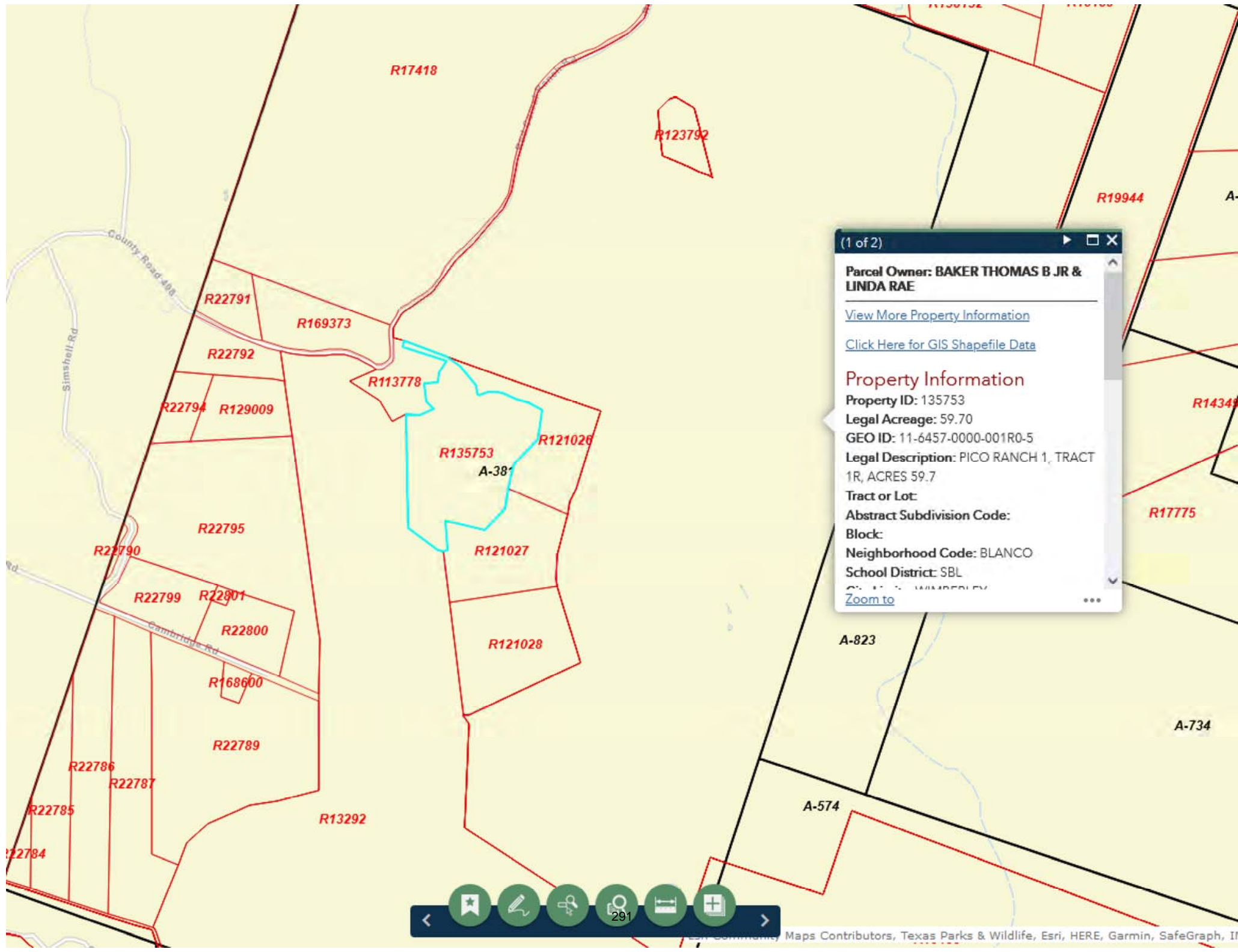
I, the undersigned, a Registered Professional Land Surveyor in the State of Texas hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Patrick L. Walters  
Registered Professional Land Surveyor  
No. 4614

## REPLAT

PLAT OF TRACT 1R-1, TRACT 1R-2 & TRACT 3R PICO RANCH 1			
BEING ALL OF TRACT 1R & TRACT 3 PICO RANCH 1			
SCALE 1" = 200'	WALTERS LAND SURVEYING COMPANY, L.L.C. REGISTERED PROFESSIONAL LAND SURVEYORS 105 North Mason Street BOWIE, TEXAS		DRAWN BY C. L. W. JOB NO. 1473-3531
ELEANOR H. RUSSELL SURVEY NO. 28 A - 381 HAYS COUNTY - TEXAS			
REVISED 03-21-2021		FIRM NO. 101306-00	
SURVEY DATE 07-23-2020		OFFICE PHONE (940) 872-4718	





(1 of 2) ▶ □ ✕

**Parcel Owner: BAKER THOMAS B JR & LINDA RAE**

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

**Property Information**

**Property ID:** 135753

**Legal Acreage:** 59.70

**GEO ID:** 11-6457-0000-001R0-5

**Legal Description:** PICO RANCH 1, TRACT 1R, ACRES 59.7

**Tract or Lot:**

**Abstract Subdivision Code:**

**Block:**

**Neighborhood Code:** BLANCO

**School District:** SBL

**City:** WIMBERLEY

[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-1635-NP; Discussion and possible action to approve the final plat for Pavo Springs Ranch Subdivision.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

July 13, 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

Pavo Springs Ranch Subdivision pertains to a 4.32 acre parcel of land to be platted as a 1 Lot Subdivision and constructed as a privately maintained roadway in Precinct 3 extending off of Pavo Springs Trail.

This proposed roadway is to be treated as a Country Lane which may be allotted ten (10) parcels to access off of it. Any further division or resubdivision of a parcel or parcels obtaining access for this portion of Pavo Springs Trail is prohibited until the road is improved to Hays County Local Street Construction standards.





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

**Meeting Date:** July 13<sup>th</sup>, 2021

**Requested By:** Colby Machacek, County Planner

**Prepared By:** Colby Machacek, County Planner

**Department Director:** Marcus Pacheco, Director of Development Services

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

### **AGENDA ITEM LANGUAGE:**

PLN-1635-NP; Discussion and possible action to approve the final plat for Pavo Springs Ranch Subdivision.

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

- A) Pavo Springs Ranch Subdivision pertains to a 4.32 acre parcel of land to be platted as a 1 lot subdivision and constructed as a privately maintained roadway in Precinct 3 extending off of Pavo Springs Trail.
- B) The proposed roadway is to be treated as a Country Lane which may be allotted up to ten (10) parcels to obtain access from it. Any further division or resubdivision of a parcel or parcels obtaining access from this portion of Pavo Springs Trail is prohibited unless and until the road is improved to Hays County Local Street construction standards.
- C) The plat has been reviewed by Hays County staff pursuant to House Bill 3167 and completed a Technical Review. There are no outstanding comments nor variances requested and has full staff recommendation.

### **STAFF COMMENTS:**

Location Map

Proposed Plat

### **ATTACHMENTS/EXHIBITS:**















## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to approve the Assessment and Collection Agreement with Buda Municipal Utility District #1.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

July 13, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jenifer O'Kane

#### SPONSOR

JONES

#### CO-SPONSOR

#### SUMMARY

The County has been asked to collect the taxes for the Buda Municipal Utility District #1. The board took action to approve the agreement at their May 10, 2021 meeting.



## **ASSESSMENT AND COLLECTION AGREEMENT**

STATE OF TEXAS

COUNTY OF HAYS

This contract is between Hays County, hereinafter called "County", and the Buda Municipal Utility District No. 1, hereinafter called "District", and is entered into on this the 10<sup>th</sup> day of May, 2021 under the provisions of Chapter 791 Government Code, V.T.C.S. and Chapter 6, Property Tax code.

### **I. PURPOSE**

The parties to this contract wish to consolidate the assessment and collection of property taxes into one entity, Hays County, under the provisions of Section 6.24 of the Property Tax Code.

### **II. TERM**

This contract shall be effective from May 10, 2021 through September 30, 2021, and thereafter for yearly terms commencing on October 1 of each year and ending on September 30 of the succeeding year, until terminated by one or more of the parties pursuant to the termination provisions of this contract.

### **III. APPOINTMENT OF TAX ASSESSOR-COLLECTOR**

The Tax Assessor-Collector of Hays County is hereby designated as Tax Assessor-Collector for the District. The person herein designated as Tax Assessor-Collector is also hereby designated by the governing body of the District as the person designated to calculate the No New Revenue tax rate and the Voter Approval tax rate for the District under the provisions of Section 26.04, Property Tax Code. Other than where it is noted within this Agreement, the District authorizes the County to make all decisions regarding collection of taxes that would otherwise be made by the District in the absence of this contract.



#### IV. SERVICES TO BE PERFORMED

County agrees to perform all necessary assessment and collection functions authorized by law for the District. The functions shall include:

- a. Calculation of the No New Revenue tax rate and Voter Approval rate each year.
- b. Calculation of current taxes and preparation of current tax roll and delinquent tax roll each year.
- c. Mailing of current and all required delinquent tax statements.
- d. Proration of tax bills as required.
- e. Correction of tax bills as required.
- f. Preparation of tax receipts.
- g. Preparation of tax certificates.
- h. Collection of current and delinquent taxes.
- i. Issuance of tax refunds as required.

#### V. ASSESSMENT AND COLLECTION RECORDS

The District's initial tax levy shall be for the tax year 2021. To date, no prior tax records exist. At the termination of this Contract for any reason, County shall return copies of all assessment and collection records it holds concerning the District within fifteen (15) days after receipt of notice of termination of this contract as provided herein below.

#### VI. DELINQUENT TAXES / EMPLOYMENT OF COUNSEL AND AUTHORIZATION TO INSTITUTE LEGAL ACTIONS.

- A. Pursuant to Section 6.24 of the Texas Property Tax Code, the District hereby authorizes the County by and through the County's Tax Assessor-Collector to collect delinquent taxes for the District as the County deems necessary.
- B. Pursuant to Section 6.30 of the Texas Property Tax Code, the District hereby agrees and expressly authorizes the County to contract on the District's behalf with private legal counsel for the collection of delinquent taxes. The District further agrees that such fee as is allowed by law and provided in the contract with private legal counsel will be paid from the delinquent taxes, penalties and interest collected for the District by such private legal counsel. The



County will provide a copy of the current written contract with legal counsel to the District, and will provide periodic performance reports regarding such contract.

#### VII. AUDIT

County agrees to permit auditors engaged by the District to annually audit its assessment and collection expenditures and its collection of taxes for the District during the life of this contract. Such auditors shall report directly to the District.

#### VIII. SURETY BOND

Upon written request by the District, County agrees to obtain a surety bond for the tax assessor-collector and staff to assure proper performance of the tax assessing and collection functions provided for in this contract. Such bond shall be payable to the District in the sum it designates, unless otherwise provided by law, executed by a solvent surety company, licensed to do business in Texas. The District shall reimburse the County for the cost of such bond immediately upon receipt of an invoice from the County for the cost of such bond.

#### IX. REMITTANCE OF TAX COLLECTIONS

County agrees to pay over to the District all net taxes, penalties and interest, after payment of refunds under XI. below. All payments received for the District shall be paid to the District monthly. County expressly agrees to process all payments, whether paid by mail, in person or otherwise, in a diligent and expeditious manner. A report of each disbursement to District of taxes collected on its behalf will be completed to show the amount of distribution of monies. This report will be forwarded to the District immediately after each disbursement.

#### X. REPORTS

County agrees to make reports of its collection of taxes, penalties and interest to the District not less often than monthly. A cumulative annual report for the preceding twelve months shall be prepared by County and furnished to the District not later than November 1<sup>st</sup> of each year.



## XI. REFUNDS

County shall process all applications for refunds and pay all refunds required under the provisions of the Property Tax Code. County shall pay all refunds which are found to be due and owing from current collections on hand for the District. If amounts to be refunded exceed current collections on hand, County shall retain the collections received for the District until sufficient funds are on hand to pay the refunds due. If sufficient funds are not on hand within two weeks from the original due date of the refund, County shall notify the District of the amount needed to pay refunds due and the District shall within thirty (30) days of such notice remit such additional amount to County, which shall forthwith make the refund.

The District designates the Tax Assessor-Collector of County as its auditor for the sole purpose of approving refunds as required by Section 31.11 of the Property Tax Code up to the amount of \$2,500.00 per account. All refund requests in excess of \$2,500.00 per account shall be sent to the District by County for approval by its governing body. County shall send such refund request within seven days of processing and the District shall have such refunds approved and the requested returned to County for payment within thirty (30) days of receipt. The monthly report of collections forwarded from County to the District shall also report all funds paid out.

County shall pay all refunds due within sixty (60) days after due. Failure of County or the District to act within any time stated in this provision, which results in the accrual of interest due on any refunds, shall obligate the one failing to act timely to pay such accrued interest. If both parties fail to meet deadlines each shall pay 1/2 of the accrued interest.

## XII. PAYMENT FOR ASSESSMENT AND COLLECTION SERVICES

The District agrees to pay County a fee for performing the assessment and collections services described above. The fee for assessment and collections services furnished to the District shall be \$0.15 (15 cents) for each parcel on the District's tax roll which lies within Hays County and \$0.85 (85 cents) for each parcel on the District's tax roll which lies outside Hays County. County shall bill the District annually on April 1<sup>st</sup> for this fee, which the District shall pay within 30 days of receipt of bill.

The District agrees to bear all printing expenses associated with the publication of its No New Revenue tax rate each year.

In the event that the governing body of the District fails to adopt its tax rate, or fails to notify County of its tax rate, in time for its taxes to be included on the combined



statement prepared for that year, County shall calculate the cost of preparing, mailing and processing separate tax statement for the jurisdiction. County shall forward to the District its notification of these costs for the separate statements and their processing and the District agrees to pay such costs within thirty days of receiving the notice from County.

In the event that the District shall be subject to a successful tax rate rollback election requiring the printing and distribution of new tax statement and the processing of refunds, the District agrees to reimburse County within thirty days after notice from County of the costs of providing these additional statements and processing these refunds.

All revenue received from the sale of tax certificates by County shall be retained by County as revenue to be applied against its assessment and collections expense budget for the year in which it is received.

#### XIII. TERMINATION

This Contract may be terminated by County or by the District effective on September 30 of any year upon proper notice to the other party. In order for notice to be effective it must be received by the other party not later than the first day of July preceding the September 30 effective date.

The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

#### XIV. NONLIABILITY FOR FAILURE TO COLLECT

County shall not be liable to the District for any failure to collect any tax, penalty or interest under any provision of this Contract.

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on the date first shown above.



**HAYS COUNTY**

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

Attest:

\_\_\_\_\_  
Elaine Cardenas, County Clerk

Approved:

\_\_\_\_\_  
Jenifer O'Kane  
Hays County Tax Assessor-Collector



**BUDA MUNICIPAL UTILITY DISTRICT NO. 1**

By Lauren Crone  
Lauren Crone, President  
Board of Directors



Attest:

By: Adrian Alvarado  
Adrian Alvarado, Secretary  
Board of Directors



## 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 Task Order #2 to the Master Interlocal Agreement between Hays County and Texas State University executed on or about August 18, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 13, 2021	\$195,307

#### LINE ITEM NUMBER

001-645-00.5741

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

#### SUMMARY

The Master Interlocal Agreement between the County and Texas State University approved on or about August 18, 2020 formed a long-term partnership between the two entities to conduct various diverse projects and research to conserve, mitigate, restore, and protect the vast amount of natural resources within Hays County. This includes both groundwater and surface water resources, important landscapes that provide diverse ecosystems and biodiversity, sensitive habitat for threatened and endangered species, and sustainability of ecosystem services for the citizens of Hays County.

Attached: Task Order #2 - Blanco River-Aquifers Assessment Tool for Water and Understanding Sustainability Trends ("BRATWURST")



**Task Order #2**  
**Blanco River-Aquifers Assessment Tool for Water and Understanding Sustainability Trends**

**Project Background:**

The Blanco River Basin includes some of the nation's fastest-growing counties. With increased growth comes increased aquifer pumping, and with increased aquifer pumping comes decreased flows to the Blanco River and its springs. A detailed numerical model that accurately simulates surface water and groundwater interaction does not exist for this area and is needed for landowners, communities, and groundwater conservation agencies to better understand and manage groundwater and surface resources in the Blanco River Basin.

**Project Description:**

The Meadows Center for Water and the Environment within Texas State University ("Texas State") will fund work by the Southwest Research Institute ("Institute") Worked performed by the Institute and will be focused on the construction of an integrated surface water/groundwater numerical model that will simulate how the Blanco River interacts with its aquifers.

**Hays County Responsibility:**

Hays County shall provide advanced funding to Texas State in a not-to-exceed, lump-sum amount of one hundred and ninety-five thousand three hundred and seven dollars (\$195,307 USD) to contribute toward the work performed by the Institute and the administrative costs incurred by Texas State. This work order will fund 100% of Component A: Setup and Development as outlined in the Proposal: BRATWURST Phase IIA, as led by Southwest Research Institute, for \$191,557.00 (see Attachment 1). Administrative costs incurred by Texas State amount to \$3,750.00 Said payment shall be made within fifteen (15) business days of the Effective Date of this Task Order #2.

**Texas State Responsibility:**

Texas State shall be responsible for retaining the services of the Institute and will provide input, as needed, to facilitate the work. Texas State shall gather and provide copies of any deliverables provided by the Institute to Hays County within a reasonable time.

**Deliverables:**

Under the direction of Texas State, the Institute will:

- A. Participate in meetings and video conferences as requested.
- B. Complete Component A: Setup and Development as outlined in the Proposal: BRATWURST Phase IIA (see Attachment 1)

**Project Schedule:**

Project will start on or after July 31, 2021 and be complete no later than 12 months after the start date.

**Project Budget:**

\$195,307



**Hays County Contact:**

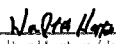
Mark Kennedy  
General Counsel  
mark.kennedy@co.hays.tx.us (with copy to janice.jones@co.hays.tx.us)  
(512) 393.2219

**Texas State Contact:**

Robert Mace, Ph.D., P.G.  
Executive Director, Meadows Center for Water and the Environment  
Texas State University  
[REM142@txstate.edu](mailto:REM142@txstate.edu)  
512-245-6021

**Task Order #2, Blanco River-Aquifers Assessment Tool for Water and Understanding Sustainability Trend, is executed by:**

**Hays County**  
  
**BY** \_\_\_\_\_  
  
**NAME** \_\_\_\_\_  
  
**TITLE** \_\_\_\_\_  
  
**DATE** \_\_\_\_\_

**Texas State University**  
  
**BY**   
Walter Horton (Jun 17, 2021 12:20 CDT)  
  
**NAME** Walter E. Horton, Jr., Ph.D.  
  
**TITLE** Chief Research Officer  
  
**DATE** Jun 17, 2021



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to award the contract for RFQ 2021-Q07 General Engineering Consultant - Road Bond to HNTB Corporation.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

July 13, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

Fund 035 Road Bonds

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

**PURCHASING GUIDELINES FOLLOWED:** YES

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Jerry Borcharding

#### SPONSOR

JONES

#### CO-SPONSOR

N/A

#### SUMMARY

Purchasing received five proposals pursuant to RFQ 2021-Q07 General Engineering Consultant - Road Bond. Purchasing received responses from the following firms:

BGE, Inc.  
Bowman  
HDR Engineering  
HNTB Corporation  
Zarinkelk Engineering Services, Inc.

After evaluation of the proposals, the evaluation committee's recommendation is to pursue contract negotiation with HNTB Corporation. Upon successful negotiations, a contract will be brought back before court to approve and finalize contract award.

Attached: RFQ 2021-Q07 Final Proposal Tabulation



## 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 the Hays County Assistance to Veterans grant award in the amount of \$100,000 from the Texas Veterans Commission

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 13, 2021	N/A

#### LINE ITEM NUMBER

001-720-99-136]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jude Prather	INGALSBE	N/A

#### SUMMARY

Commissioners' Court approved the submission on June 1, 2021. Funds will continue to support one full-time Case Manager and Emergency Financial Assistance for Veterans. The Veteran Services Office, in collaboration with the Veteran's Benefits Administration, provide Veterans and their dependents access to benefits through local, state, federal and nonprofit programs. There is no cash match requirement. Once the Notice of Grant Award has been signed, it will be uploaded in Enterprise Grant Management Systems.

Grant Number: GT-VSO21-005

Grant Period: 7/1/2021 - 6/30/2022

##### Attachments:

Hays County Assistance to Veterans\_VCSO\_Notice Of Grant Award

Hays County Assistance to Veterans\_VCSO\_Overview.pdf





## Program - 2021-2022 Veteran County Service Officer Funding

ID	Status	Project Period
PG-VSO-21-0001	Approved	7/1/2021 To 6/30/2022

### Overview

#### Program Information

<b>Title</b> 2021-2022 Veteran County Service Officer Funding	<b>TVC Program Code</b> VSO-21	<b>Program Type</b> Grant
<b>Program Area</b> Veterans County Service Officer (VCSO)	<b>Project Period Start Date</b> 7/1/2021	<b>Project Period End Date</b> 6/30/2022
<b>Website</b> <a href="http://www.tvc.texas.gov/grants/">www.tvc.texas.gov/grants/</a>		

#### Details

##### Description

Eligible Applicants. Eligible Applicants are units of local government, under IRS Code §501(c)(19); posts or organizations of past or present members of the Armed Forces, under IRS Code §501(c)(3); private nonprofit corporations authorized to conduct business in Texas and veterans service organizations, under IRS Code §501(c)(4); and nonprofit organizations authorized to do business in Texas with experience providing services to veterans.

Purpose. The purpose of the RFA is to:

1. Provide an overview of FVA grant programs, including detailed descriptions of service categories, service areas, program goals and guidelines;
2. Solicit grant applications from eligible applicants for the 2021-2022 grant period;
3. Provide application instructions and specific information on grant eligibility; and,
4. Provide information about the FVA grant application and awarding process.

Description. The RFA details funding opportunities and requirements for FVA's five grant programs: General Assistance, Housing for Texas Heroes, Veterans Mental Health, Veteran Treatment Courts, and Veteran County Service Officer.

All grant programs and opportunities function as reimbursement grants. Grants are awarded by the TVC Commissioner, based on a competitive application and awarding process. TVC Staff initially review applications







# Fund for Veterans' Assistance

*Helping Veterans Starts Here*

for eligibility, and the all-volunteer FVA Advisory Committee review the eligibility-screened applications to make a recommendation to the Commission for its final consideration and awards.

FVA grant program and service categories are:

Veteran County Service Officer (VCSO) grant includes all the service categories from General Assistance, Housing for Texas Heroes, and Veterans Mental Health. Veteran County Service Officers are eligible to submit one application for any of the service categories from the listed grant programs and must serve as the project coordinator for the services if awarded the grant.

Note: For FVA grant programs that have multiple service categories, applicants should select the service category that their organization would best serve and develop their project narratives and budgets to illustrate how they will successfully provide those services.

## FVA Program Goals.

TVC Commissioners have established the following goals for successful grant applicants:

1. Provide support, services, and resources to veterans, their families, and surviving spouses to improve their quality of life and strengthen their connections and integration within their communities;
2. Responsively serve eligible TVC grant beneficiaries to meet the justice-involved veterans' acute and chronic needs;
3. Provide grant-funded services and resources that have measurable and positive outcomes;
4. Ensure grant-funded projects are available to veterans, dependents, and surviving spouses across the state;
5. Ensure that a diversity of grant-funded services are available within geographic regions; and,
6. Fully fund grant projects that support FVA's overall and specific program goals approved by the Commission.

Funding Priorities for 2021-22 FVA Grants. The Commission has established the following priorities to provide guidance to the FVA Advisory Committee in developing funding recommendations to the Commission in making its final decision on grant awards. In sum, the FVA Advisory Committee shall provide funding recommendations for grant applications that:

(1) Meet the FVA program goals; (2) Provide services and resources available through FVA grant programs to veterans and their families based upon their expressed needs for their county or region; (3) Place a high priority on budgeting for client services; and (4) Fund organizations with a demonstrated history of meeting grant performance benchmarks.

Grant Funding Period. Awarded grants will commence on July 1, 2021, and end on June 30, 2022. All grants are reimbursement grants. Reimbursements are permitted only for eligible expenses that are incurred within the term of the grant. No pre-award spending will be reimbursed.

Grant Amounts. Eligible Applicants can request the specific funding amounts for their grant- funded projects.

Number of Grants to be Awarded and Total Available. The anticipated amount of grant funding available for all 2021-2022 FVA grant programs, including VCSO funding and potential grant renewals, is \$30,000,000. The number of awards made will be contingent upon the amount of grants renewed from the 2020-2021 grant period and funding requested and awarded to eligible applicants from the 2020-2022 RFA. The total amount of grant funding is subject to change depending on the availability of funds.







# Fund for Veterans' Assistance

*Helping Veterans Starts Here*

**Selection Criteria.** TVC staff use an eligibility checklist and evaluation rubric to review all applications for eligibility. Eligible applications will be forwarded to the FVA Advisory Committee for review and consideration. The FVA Advisory Committee will prepare a funding recommendation to be presented to the Commission for action. Again, the Commission makes all final funding decisions. Applications shall address all requirements of the RFA to be considered for funding by the Commission. TVC is not obligated to approve an application, provide funds, or endorse any application submitted in response to the RFA solicitation. Applicants should have no expectation of continued funding. Neither this notice nor the RFA obligates the Commission to award a grant or pay any costs incurred in preparing an application.

**Requesting the Materials Needed to Complete an Application.** All information needed to respond to the RFA solicitation will be posted on the TVC website ([www.tvc.texas.gov/grants/](http://www.tvc.texas.gov/grants/)) and the TVC GovGrants portal (<http://tvcportal.force.com/>) on September 5, 2020. All applications must be timely submitted electronically through the TVC GovGrants portal. No paper applications or other methods of submission will be considered for funding.

**Further Information.** In order to assure that no prospective applicant obtains a competitive advantage because of information unknown to other prospective applicants, all applicants' questions must be submitted via email to [rfaquestions@tvc.texas.gov](mailto:rfaquestions@tvc.texas.gov). All questions and the written answers will be posted on the TVC GovGrants portal in the "Frequently Asked Questions" (FAQs) tab. The last day to submit questions regarding the RFA is October 28, 2020 at 5:00 pm (CDST).

**Deadline for Receipt of Applications.** Applications must be submitted to the TVC GovGrants portal by 5:00 pm (CDST) on November 5, 2020, to be considered for funding. Applications received after the deadline or submitted through other means will not be considered for processing or funding. As such, Applicants are strongly encouraged to submit their applications at least three days prior to the deadline to ensure that there is sufficient time to address any validation or error messages generated by the GovGrants program, which prevents submission until resolved.

**Funding Authority.** The Fund For Veterans' Assistance is authorized by Texas Government Code, Section 434.017.

## System Information

<b>Created By</b>	<b>Created Date</b>	<b>Last Modified By</b>	<b>Last Modified Date</b>
Ervey Leos	8/31/2020 11:33 AM	James Bracken	9/3/2020 8:14 PM

## Financials

Budget Category
Budget Category
Salaries and Wages
Fringe Benefits
Travel







# Fund for Veterans' Assistance

*Helping Veterans Starts Here*

Supplies

Client Services

Other Direct Costs

Indirect Costs

## Attachments

### Attachments

Attachment Name	Type	Description	Last Modified	Owner
RFA_FVA 2021-22 Grants.pdf	RFA	2021-2022 RFA	8/31/2020 1:23 PM	Ervey Leos
FVA Program Requirements and Terms and Conditions.pdf	Other	FVA Program Requirements and Terns & Conditions	9/1/2020 12:32 PM	Ervey Leos

### Notes

Title	Description	Created Date	Created By
-------	-------------	--------------	------------

### Default Packages

Package Name	Package Type
Application Review Package.	App-Review
Application - Simple	Application
Grantor Risk Assessment Package	Risk Assessment
Progress Report Package Grantor	Progress Report

## History

Date	Assigned To	Actual Approver	Comments	Status	Overall Status
Step : Program Manager Approver					Approved
09/03/2020 8:14 PM	James Bracken	James Bracken	Approved.	Approved	
Approval Request Submitted					
09/01/2020 12:32 PM	Ervey Leos	Ervey Leos	Submitted for approval.	Started	

### Field History

--	--	--	--	--	--







# Fund for Veterans' Assistance

*Helping Veterans Starts Here*

Entity Name	Changed Field	Old Value	New Value	Changed By	Changed On
PG-VSO-21-0001	Status	Submitted for Approval	Approved	James Bracken	9/3/2020 8:14 PM
PG-VSO-21-0001	Status	Created	Submitted for Approval	Ervey Leos	9/1/2020 12:32 PM
PG-VSO-21-0001	Program Approver		James Bracken	Ervey Leos	8/31/2020 11:39 AM







## Notice of Grant Award

### NOGA

#### AWARD INFORMATION

Grant ID:

GT-VSO21-005

Grantee Organization:

Hays County

Award Issue Date:

7/1/2021

#### AWARDING AGENCY

Grantor Organization:

Texas Veterans Commission

#### AWARD DETAILS

Grant Period Start Date:

7/1/2021

Grant Period End Date:

6/30/2022

#### AWARD AMOUNT

Total Awarded Amount:

\$100,000.00

#### Terms And Conditions

##### Description

The approved signature below serves as a formal acceptance by the Texas Veterans Commission (TVC) of the Grantee's Application, and addenda (if any) and the approval of this Notice of Grant Award creates a legally binding agreement between the Grantee and TVC. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the applicable federal and/or state statute and regulations, (2) the original Request for Applications (RFA) including any addenda issued, (3) the addenda to Grantee's Application (if applicable), and (4) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above. Any changes to the approved Grant must follow TVC's amendment process.

#### AUTHORIZATION

Authorized Representative Name:

Ruben Becerra

Authorized Representative Title:

Signature Authority





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to provide direction to staff and consultants regarding the issuance of Parks and Open Space bonds pursuant to authorization of Hays County Proposition A in the 2020 General Election.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

July 13, 2021

#### AMOUNT REQUIRED

TBD

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Kennedy

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Additional information will be presented in Court.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider a continuation of the Local Disaster Declaration originally proclaimed by the County Judge on or about March 15, 2020, continued by resolution of Commissioners Court on March 16, 2020 and extended by the Court on July 14, 2020, September 15, 2020, December 8, 2020, February 16, 2021, and April 27, 2021.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

July 13, 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

BECERRA

N/A

#### SUMMARY

See attached resolution.



## 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 related to the Hays County Citizens Advisory Commission on Redistricting, including but not limited to the appointment of members and adoption of a Charter for the Commission.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

July 13, 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

This discussion will include Court members selecting a candidate to put on the Commission and for the Charter rules to be adopted.



## 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 Amendment 1 to an Interlocal Agreement (ILA) between Hays County and the Barton Springs Edwards Aquifer Conservation District (BSEACD) originally executed on or about October 10, 2019 for the construction and drilling of monitoring wells located in the Jacob's Well Natural Area. This amendment will extend the agreement end date for one calendar year giving a new end date of August 31, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 13, 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
T. Crumley	SHELL	N/A

#### SUMMARY

This amendment will extend the original project deadline by one calendar year so that BSEACD can complete the scope and deliverables agreed upon on October 10, 2019 when the ILA was originally executed. BSEACD has experienced difficulties with obtaining contracting services due to the COVID-19 Pandemic and other unforeseen events of 2020.



**AMENDMENT NO. 1 TO THE INTERLOCAL FUNDING AGREEMENT AND  
MEMORANDUM OF UNDERSTANDING**

**(RELATED TO STUDY OF THE TRINITY AQUIFERS IN HAYS COUNTY  
AND THE REGION)**

This is Amendment No. 1 to the Interlocal Funding Agreement and Memorandum of Understanding between the Barton Springs/Edwards Aquifer Conservation District (BSEACD), and Hays County (the County) which was originally executed on October 10, 2019. This amendment: extends the deadline for performing the tasks under Article 2.2 and the tasks cited in Exhibit “A” as mentioned in Articles 2.2 and 3.2; and, clarifies the Effective Date and the term of the ILA under Article 4.1 to be consistent with the change to Articles 2.2 and 3.2. All other provisions will remain as in the existing ILA.

**OBLIGATIONS OF THE COUNTY**

Hereinafter, Article II shall be modified by changing paragraph 2.2 to read as follows:

2.2 BSEACD agrees to perform the Project in general accordance with the task descriptions provided in Exhibit “A” (incorporated herein), delivering a preliminary report on Monitor Wells by August 31, 2022 and continuing to perform support tasks, such as, Potentiometric Measuring, Analysis of Stream Gain/Loss, and Dye Tracing, through August 31, 2022.

Hereinafter, Article III shall be modified by changing paragraph 3.2 to read as follows:

3.2 If BSEACD is unable to or does not otherwise perform the tasks cited in Exhibit “A” by August 31, 2022, then BSEACD shall return the monies paid by Hays County within thirty (30) days of August 31, 2022. If BSEACD performs only a portion of the tasks cited in Exhibit “A” by August 31, 2022, then it shall return an appropriate portion of the monies paid by Hays County, as agreed by the Parties.

Hereinafter, Article IV shall be modified by changing paragraph 4.1 to read as follows:

4.1 The Effective Date of this Agreement shall be October 10, 2019. The term of the Agreement shall continue from the Effective Date until August 31, 2022, or until the parties have fulfilled all obligations under this Agreement.

No other changes to the ILA are hereby authorized.

The parties have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.



**County of Hays:**

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

**ATTEST:**

\_\_\_\_\_  
Elaine Cardenas MBA, PhD, Hays County Clerk

**Barton Springs Edwards Aquifer Conservation District:**

By: \_\_\_\_\_  
Blayne Stansberry  
Board President

**ATTEST:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Tammy Raymond  
Assistant Secretary to the  
Board of Directors

By: \_\_\_\_\_ Date: \_\_\_\_\_  
William D. Dugat III  
Attorney for BSEACD

\_\_\_\_\_  
Mark D. Kennedy  
General Counsel – Hays County



## 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 a Proposal from Hellmuth, Obata & Kassabaum, LP (HOK) for additional services related to Attorney visitation areas for the Jail Facility renovation project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 13, 2021	\$36,005

#### LINE ITEM NUMBER

006-852-94-201.5611\_700

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	SHELL

#### SUMMARY

The Executive Committee for the Public Safety Building and Jail Facility is recommending the attached proposal for HOK to design additional space for attorney visitation areas. During the renovation portion of the Jail project it was discovered that the visitation space that accommodates attorneys, parole officers, probation officers and clergy was not increased. The existing space was built to accommodate 300 inmates and will need to be increased to accommodate the expanded inmate population and better serve the criminal justice parties involved. These special visitation areas are considered to be a critical piece of infrastructure that allows the inmates' criminal case to move through the judicial system. Funds are available within the Public Safety Bond to fund this proposal.

Attachment: HOK Proposal 16.09019.01.A1.1





## ADDITIONAL SERVICES - CLIENT

---

**Project:** Hays County Jail  
**Client:** Hays County  
**Date Prepared:** June 15, 2021  
**HOK Project No.:** 16.09019.01  
**Additional Service No.:** 16  
**File:** 16.09019.01.A1.1

---

**Attention:** County Judge Ruben Becerra  
**From:** Curt Parde  
**Regarding:** Jail – add attorney visitation spaces to Areas E3 and E4 of the existing jail facility  
**Copies To:** file; ECM

---

Hays County and HOK entered into an agreement dated 6/24/2016 (the "**Agreement**") for the provision of professional services in connection with Hays County Jail Facility at Uhland Road and the Public Safety Building at Stagecoach Drive in San Marcos. Except as expressly modified in this document, each and every term of the Agreement shall remain unchanged and in full force and effect.

---

### Description of Work:

Create documents for bidding and construction that include the following scope:

1. Add attorney visitation spaces to areas E3 and E4 of the existing jail facility.
    - a. Revise the public visitation area.
    - b. Revise the existing multi-purpose rooms into attorney visitation spaces for areas E3 and E4.
    - c. Add a new exit – security vestibule (required to maintain life safety code exiting out of the building in arease E3 and E4.
    - d. Provide construction documents for the above.
    - e. Provide construction administration support during construction.
    - f. Schedule – Package will be complete 3 weeks from acceptance of this add service request to completion of construction/bid documents.
- 

**Compensation & Method:** ☐ Hourly w/ estimated maximum

☒ Fixed Fee

Jail \$33,205

Reimbursable Expenses (estimated) \$2,800

**Total Compensation** \$36,005

---





## ADDITIONAL SERVICES - CLIENT

Issued by:	_____	Client Approval:	_____
	HOK		Hays County
Printed Name:	Curt Parde	Printed Name:	County Judge Ruben Becerra
Date:	June 15, 2021	Date:	



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to approve a Resolution in Support of the Preservation of the African American Home Economics School Building in San Marcos, Hays County, Texas.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

July 13, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

A. A. Collins

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

The Dunbar Home Economics Building is the only known surviving African American school building in Hays County and deserves to be restored, preserved, and revered to reflect the diversity of the entire history of Hays County.

Attachment: Resolution





RESOLUTION OF HAYS COUNTY COMMISSIONERS COURT  
OF HAYS COUNTY, TEXAS, IN SUPPORT OF THE PRESERVATION OF THE  
AFRICAN AMERICAN HOME ECONOMICS SCHOOL BUILDING IN SAN MARCOS

The Commissioners Court of Hays County, Texas meeting in regular session on the 13th day of July 2021 considered the following resolution:

**WHEREAS**, the Dunbar Home Economics School Building is the only known surviving African American school building in Hays County; and

**WHEREAS**, the Home Economics Building is now owned by the City of San Marcos and is designated a Local Historic Landmark by the City of San Marcos; and

**WHEREAS**, the Home Economics Building was built on the campus of The Palm School on the 900 block of West Hopkins and moved between 1935 and 1938 to house all home economic classes at the then-known Colored School; and

**WHEREAS**, in 1961 The Colored School was renamed Dunbar School during the era of segregation and is the only surviving property following the tragic fire of 1986 that destroyed the larger school building, only three years after the school's listing on the National Register of Historic Places; and

**WHEREAS**, the Home Economics Building is representative of the implementation of vocational education in Texas following passage of the Smith-Hughes Act by the 64th Congress in 1917 and encompasses the character defining features of a "cottage" type of home economics building recommended by both federal and state boards of education; and

**WHEREAS**, the Home Economics Building is classified as a high priority property in the 2019 "My Historic SMTX Historic Resources Survey;" and

**WHEREAS**, the Home Economics Building was moved to its present location prior to its period of significance and carries architectural and historic significance; and

**WHEREAS**, resolutions to support the preservation of the Home Economics Building were unanimously passed by the African American Heritage Committee on June 22, 2021, and the Hays County Historical Commission on June 24, 2021, to support the restoration and preservation of the Dunbar Home Economics School Building according to the Secretary of the Interior's Standards for the Treatment of Historic Properties under either the Standards for Preservation or the Standards for Restoration; and

**WHEREAS**, preservation matters to all communities and should reflect the diversity of the entire history of Hays County,

**THEREFORE, BE IT RESOLVED**, by the Hays County Judge and Commissioners that:

1. The Commissioners Court supports the restoration and preservation of the Dunbar Home Economics School Building and encourages the County Grant Department to work with the City of San Marcos Grant Department to obtain funding from the Texas Historical Commission and all other sources necessary to achieve this resolution.

RESOLVED, this 13th day of July 2021, by the Hays County Commissioners Court.

\_\_\_\_\_  
**Ruben Becerra**  
Hays County Judge

\_\_\_\_\_  
**Debbie Gonzales Ingalsbe**  
Commissioner, Pct. 1

\_\_\_\_\_  
**Mark Jones**  
Commissioner, Pct. 2

\_\_\_\_\_  
**Lon A. Shell**  
Commissioner, Pct. 3

\_\_\_\_\_  
**Walt Smith**  
Commissioner, Pct. 4

**ATTEST:**

\_\_\_\_\_  
**Elaine H. Cárdenas, MBA, PhD**  
Hays County Clerk



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to approve a Resolution in Support of the Preservation of the Naomi Cephas Wade House in San Marcos, Hays County, Texas.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

July 13, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

A. A. Collins

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

The Dunbar Historic District is the only surviving African American Freedom Colony in Hays County. The Naomi Cephas Wade House is one of the last surviving original buildings in the Dunbar Historic District. Over 25% of the buildings in this historic district have been demolished while the other six historic districts in San Marcos have witnessed no demolitions. Preservation matters to all communities and should reflect the diversity of the entire history of Hays County.

Attachment: Resolution





RESOLUTION OF HAYS COUNTY COMMISSIONERS COURT  
OF HAYS COUNTY, TEXAS, IN SUPPORT OF THE PRESERVATION OF THE  
NAOMI CEPHAS WADE HOUSE IN SAN MARCOS, HAYS COUNTY, TEXAS

The Commissioners Court of Hays County, Texas meeting in regular session on the 13th day of July 2021 considered the following resolution:

**WHEREAS**, A demolition request has been submitted to the City of San Marcos for the Naomi Cephas Wade House located at 218 Martin Luther King Boulevard; and

**WHEREAS**, this property was purchased by Ulysses Cephas, a renowned leader of the African American community in San Marcos, and remained in the Cephas Family for more than forty years; and,

**WHEREAS**, the home was occupied by Naomi Cephas Wade, the daughter of Ulysses Cephas, and is located directly across the street from the home of Ulysses Cephas from which he could view his grandchildren in the front yard; and

**WHEREAS**, this early 20th century house is an outstanding example of vernacular architecture and is classified as a high priority property in the "My Historic SMTX Historic Resources Survey" of 2019; and

**WHEREAS**, this historic house is one of the last surviving original buildings located in the Dunbar Historic District, the only surviving African American Freedom Colony in Hays County; and

**WHEREAS**, since the Dunbar Historic District was designated in 2003, over 25% of the buildings within the district have been demolished while the other six historic districts in San Marcos have witnessed no demolitions; and

**WHEREAS**, resolutions to support the preservation of the Naomi Cephas Wade House were unanimously passed by the African American Heritage Committee on June 22, 2021 and the Hays County Historical Commission on June 24, 2021; and

**WHEREAS**, preservation matters to all communities and should reflect the diversity of the entire history of Hays County,

**THEREFORE, BE IT RESOLVED**, by the Hays County Judge and Commissioners that:

1. The Commissioners Court supports the restoration and preservation of the Naomi Cephas Wade House and opposes the demolition of this highly significant African American resource in the Dunbar Historic District.

RESOLVED, this 13th day of July 2021, by the Hays County Commissioners Court.

\_\_\_\_\_  
**Ruben Becerra**  
Hays County Judge

\_\_\_\_\_  
**Debbie Gonzales Ingalsbe**  
Commissioner, Pct. 1

\_\_\_\_\_  
**Mark Jones**  
Commissioner, Pct. 2

\_\_\_\_\_  
**Lon A. Shell**  
Commissioner, Pct. 3

\_\_\_\_\_  
**Walt Smith**  
Commissioner, Pct. 4

ATTEST:

\_\_\_\_\_  
**Elaine H. Cárdenas, MBA, PhD**  
Hays County Clerk



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Wastewater Service Agreement with Driftwood Golf Club Development, Inc. related to construction of a temporary wastewater collection system for the real property described in the agreement as the "Creek Tract" and "Ranch Tract".

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

July 13, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

PACHECO

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

Driftwood Gold Club Development is currently working on two projects, the Creek Tract and the Ranch Tract, within the City of Dripping Springs Extra-Territorial Jurisdiction. It is the City of Dripping Springs and the Developer's intention to provide permanent wastewater services to the property and owners located at both project sites. Currently the City is not able to establish permanent wastewater lines and treatment facilities at the project location sites. In the interim it is requested from the Developer that the County allow the construction of a temporary wastewater collection system, with a pump and haul transportation of the effluent to the City's existing wastewater treatment facilities for treatment by the City. This system would be subject to the terms and conditions set forth and is valid for two years from the execution of the agreement in Commissioners Court. Furthermore, the Developer will post fiscal surety for the wastewater improvements in accordance with the requirements and procedures from the City of Dripping Springs.



**RETAIL WASTEWATER SERVICES AGREEMENT  
BETWEEN THE COUNTY OF HAYS, TEXAS  
AND  
DRIFTWOOD GOLF CLUB DEVELOPMENT, INC.**

THIS RETAIL WASTEWATER SERVICES AGREEMENT (the "Agreement") is made and entered into by and between the County of Hays, Texas (the "County") and Driftwood Golf Club Development, Inc., a Delaware corporation (the "Developer"). The County and the Developer are sometimes referenced in this Agreement, individually herein as a "Party" and collectively, as the "Parties".

**RECITALS**

1. That certain Retail Water and Wastewater Services Agreement (the "City Agreement") was entered into by and between the City of Dripping Springs, Texas, a Type A General Law City in Hays County, Texas (the "City"), on the one hand, and Driftwood DLC Austin I, LLC ("Driftwood I"), Driftwood DLC Austin II, LLC ("Driftwood II"), Delaware limited liability companies, M. Scott Roberts ("Roberts"), an individual, Driftwood Equities, Ltd. ("Equities"), a Texas limited partnership, Maile Development Company, Inc., a Texas corporation and Driftwood 522, LLC a Texas limited liability company ("522") or their respective successors or assigns (collectively referred to as "Owners"), on another hand, and the Driftwood Conservation District, a political subdivision of the State of Texas (the "DCD"), with such agreement dated effective as of January 8, 2019, and providing for the provision of retail water and wastewater services by the City to the Owners for that certain real property then owned by the Owners, and for the benefit of the successors and assigns of the Owners as to the Real Property (the "Real Property") which agreement is currently in existence and effect, a copy of which is attached hereto and incorporated herein as Exhibit A for all purposes (the "City Agreement").
2. The City owns, operates and maintains a wastewater collection system and a wastewater treatment plant (TCEQ Permit Number WQ0014488001), which the City intends to utilize to provide permanent wastewater services to the Real Property and the Owners.
3. The Parties acknowledge that Developer, as a permitted successor and assignee of the Owners, intends to develop the portion of the Real Property owned by Developer for a mixed use of residential and commercial purposes pursuant to "Development Agreements", dated October 16, 2007, as amended effective March 4, 2015, and dated January 8, 2019, between the City and the Owners, recorded as Document No. 15005991, and Document No. 19013385, respectively, in the Official Public Records of Hays, County, Texas. The Property is divided by Highway 1826 into two separate tracts that will sometimes be referred to in this Agreement as, as a whole, "the Project" or separately as, the "Creek Tract" and the "Ranch Tract."
4. As a temporary wastewater solution, until the City and/or the DCD is able to construct the permanent wastewater lines and treatment facility for the Project, Developer intends to construct or cause to be constructed and installed a wastewater collection system and related "pump and haul" facilities within the Project, which facilities will, entirely or in



part, ultimately be conveyed to the City and used by the City for wastewater collection and treatment for Customers within the Project pursuant to the City Agreement. Developer anticipates that any facilities not conveyed to the City or the CDC will be removed.

5. Developer intends to construct or, together with DCD, cause to be constructed and installed improvements for the Project necessary to connect to the City's wastewater facilities of which the City agreed to use the improvements to provide service to the Customers within the Project; and, Developer intends and agrees to post surety for the wastewater improvements in accordance with the surety requirements and procedures of the City for such improvements.
6. The City will provide retail wastewater services to the Customers within the Project, who will be retail wastewater Customers of the City and who will pay either in city or out of city rates as set out in the City Agreement. The City has acknowledged that its permanent wastewater facilities will not be ready for the Project before the Project requires wastewater services and the City Agreement expressly provides that Developer may, if Developer meets and maintains the requirements in the City Agreement, construct a temporary wastewater collection system for the Project with a "pump and haul" transportation of the effluent to the City's existing wastewater treatment facilities for treatment by the City.
7. The County has agreed to allow Developer to construct a temporary wastewater collection system for the Project with a "pump and haul" transportation of the effluent to the City's existing wastewater treatment facilities for treatment by the City, provided that Developer enter into this Agreement directly with the County under which Developer agrees to abide by and maintain all of the City Agreement requirements applicable to the temporary wastewater collection and pump and haul system, during the full time that such temporary facilities are in existence and operating.
8. The County and Developer now desire to execute this Agreement to evidence the agreement of the County to permit the temporary wastewater service to Developer and Customers within Property and/or Project under the conditions for such temporary services as described in the City Agreement and this Agreement.

## **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Developer agree as follows:

## **ARTICLE I DEFINITIONS**

**Section 1.01 Definitions of Terms.** As used in this Agreement, except as otherwise provided herein, the following terms have the meanings ascribed in this section.

"City" means the City of Dripping Springs, a Type A General Law City in Hays County, Texas.



“City Agreement” means the “Retail Water and Wastewater Services Agreement Between City of Dripping Springs and Owners,” dated January 8, 2019.

“County” means Hays County, Texas, a political subdivision of the State of Texas.

“Owners” means Driftwood DLC Austin I, LLC, a Texas limited liability company, or its successors or assigns, Driftwood DLC Austin II, LLC, a Texas limited liability company, or its successors or assigns, M, Scott Roberts, an individual, Driftwood Equities, Ltd, a Texas limited partnership or its successors or assigns, and Driftwood 522, LLC, a Texas limited liability company or its successors or assigns and Developer, as a permitted successor and assignee of one or more of the “Owners”, under the City Agreement.

“Customers” mean the residential and commercial customers that will be located within the Real Property’s boundaries and that may be retail customers of the City.

“Developer” means Driftwood Golf Club Development, Inc., a Delaware corporation.

“District” means the Driftwood Conservation District created pursuant Article XVI, Section 59, Texas Constitution and HB 4301, 85th Texas Legislative Session.

“Effective Date” means July 1, 2021.

“Force Majeure” means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity or any civil or military authority, acts, orders or delays thereof of any regulatory authorities with jurisdiction over the parties, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, blue northers, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a Party.

“Internal Wastewater Facilities” means all residential and commercial, industrial wastewater connections, collection lines, force mains, lift stations and other facilities within the Project, together with all extensions, expansions, improvements, enlargements, betterments and replacements thereof.

“The Project” means any portion of the Real Property as and when it will be developed pursuant to Exhibit B and includes both the “Ranch Tract” and the “Creek Tract”.

“Real Property” is as described on Exhibit C, attached hereto and incorporated herein, and includes both the “Ranch Tract” and the “Creek Tract”.

**Section 1.02 Captions.** The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and will not be considered or given any effect in construing this Agreement.

**Section 1.03 Recitals.** The recitals and findings set forth above are found to be true and correct for all purposes and incorporated into the body as a part of this Agreement.



## ARTICLE II DELIVERY OF WASTEWATER SERVICE

**Section 2.01 Primary Wastewater Service.** Under the City Agreement, the City, the District and Owners have agreed that wastewater services provided pursuant to the City Agreement was and is intended to provide the primary source of wastewater service to the Customers of the Project or the Real Property during the tenure thereof and will not be construed to provide solely for supplemental, backup, peak-load or as-available wastewater service. The City, the District and

Owners further agreed that such wastewater from the Project will include wastewater from domestic households, amenity centers, schools, and light commercial, and that Developer's Customers will be required to comply with City pretreatment and wastewater service rules and regulations.

**Section 2.02 Agreement Contingent.** The City Agreement and this Agreement are specifically contingent on the Owners, Developer, or their successors or assigns, proceeding with development of the Project.

**Section 2.03 Project Wastewater.** The Parties acknowledge and agree that this Agreement is for retail wastewater service within the Project and other portions of the Real Property, if, as and when such other portions are developed.

## ARTICLE III CHARGES, BILLING AND FINANCIAL MATTERS

**Section 3.01 The District and/or Owners, Developer or Assigns to Pay all Costs for Wastewater Facilities Serving the Customers within Project.** The Developer and its successors and assigns and/or "Builders" of improvements within the Project shall pay the City's standard charges for impact fees for wastewater service from the City at the time specified by city ordinance pursuant to the City Agreement.

**Section 3.02 Fees and Charges.** Under the City Agreement, the City agrees to apply to the Customers of the Project the same wastewater service policies and conservation requirements as the City does for residents and customers within the corporate limits of the City of Dripping Springs, except as otherwise provided in the City Agreement.

**Section 3.03 Beneficial Reuse Infrastructure.** The commitments made by the District, Owners and/or Developers in the separate Reclaimed Water Agreement associated with the Project constitutes satisfaction of the requirements specified by Chapter 22, Article 22.06.007(c)(2) of the City's Code of Ordinances and no fee under that section shall be required to be paid by the District, Owners and/or Developers. .

## ARTICLE IV CONSTRUCTION, OPERATION AND MAINTENANCE

**Section 4.01 Construction of Wastewater Improvements.** The Developer and/or its assigns at their own cost and expense, will construct or cause to be constructed wastewater improvements and all necessary facilities within Developer's or its assigns' Project (consisting of Internal Wastewater Facilities) as required under Article IV of the City Agreement. This includes facilities



outside Developer's or its assigns' Project, if the facilities are necessary to serve the Project, ("Wastewater Facilities") and to allow the City to provide retail wastewater service to the Customers. The Wastewater Facilities shall meet all applicable City and TCEQ standards and reviews.

**Section 4.02 Extension of Service and Pump and Haul.**

- a. The Developer or its assigns (or through the DCD) shall design, construct and pay for the cost and expense of the construction of any necessary facilities to extend water and wastewater service from the City's System to the Project, as provided in Section 4.05 of the City Agreement.
- b. The City Agreement and the Parties hereto acknowledge that the construction of the extension facilities by the City may not be completed timely to provide wastewater service to the Project when needed. For that reason, the City agreed and the County hereby agrees that because the wastewater system improvements are completed and the Project currently requires Wastewater Services, Developer or its assigns may serve any active wastewater connections through a pump and haul and/or use of a temporary wastewater treatment plant (installed at Developer's sole expense).
  1. If a pump and haul system is installed, the pump and haul system shall be subject to the terms and conditions set-forth at Exhibit D, which is incorporated herein by reference and made a part of this Agreement.
  2. If a temporary wastewater plant is installed, all costs associated with the permitting, design, construction, and removal of the temporary wastewater treatment plant shall be paid by the Developer and shall not be reimbursed by the City or given impact fee credit. All Parties agree that the temporary wastewater plant shall be removed and replaced by the permanent wastewater service contemplated by this Agreement at the soonest possible time. However, the temporary wastewater plant may be used on a permanent basis for pretreatment prior to discharge into City's System.

This Section 4.02 controls over any inconsistent language elsewhere in this agreement.

**Section 4.03 Conveyance/Ownership of Wastewater Facilities.** Except for pump and haul facilities, and temporary wastewater treatment plant, upon final completion of construction, as evidenced by a certificate of final completion and acceptance by the City of a phase of the Wastewater Facilities, Developer or its assigns (or through the District), will: (1) dedicate and convey that phase of the Wastewater Facilities to the City, including any easements associated with that phase; (2) assign all warranties to the City. Such conveyances shall comply with the terms and conditions of the City Agreement and the limitations set forth therein.

**Section 4.04 Reimbursement.** The Parties acknowledge and agree that the Developer may provide the funding for Wastewater Facilities and may seek reimbursement for the costs of the Wastewater Facilities from other Owners, the District or Developer's assigns.

**Section 4.05 Vested Rights; Impact Fees.** The Parties agree and acknowledge that this Agreement constitutes a permit for purposes of Chapter 245 Texas Local Gov't. Code. The Parties



further acknowledge and agree that any impact or other fees to be imposed will remain the same amount as in place for the County on the effective date of this Agreement.

**Section 4.06 Initiation of Retail Service.** The City Agreement provides that the City will initiate retail service, upon submittal of the standard application for service and compliance with the requirements for such service, including but not limited to payment of required fees, inspection fees, service initiation fees, and deposit and performance of required inspections.

## **ARTICLE V TERM; DEFAULT; REMEDIES; INDEMNIFICATION; INSURANCE**

**Section 5.01 Term; Extensions.** This Agreement will be effective from the date of adoption by the County Commissioners Court and the Developer and will continue in effect for a period of two (2) years unless earlier terminated in accordance with the provisions hereof. This Agreement may be extended from time to time by mutual agreement of the Parties in writing.

**Section 5.02 Termination.**

- a. Without prejudice to any provisions hereof setting forth terms for automatic expiration or expiration in the event of a default by Developer, this Agreement may also be terminated by mutual written agreement of the Parties.
- b. In addition to any other provision for termination set forth herein, the County may terminate this Agreement on thirty (30) days written notice and opportunity to cure in the event that Developer is terminated and ceases to exist, without assignment of this Agreement to a permitted assignee, or placed into receivership, or in the event any part of the Project is incorporated as a municipality and the City terminates the City Agreement. In the event that proceedings in bankruptcy, whether voluntary or involuntary, are filed with reference to Developer, the County may take any measure it deems necessary to protect the interests of the County including, without limitation, the termination of this Agreement on thirty (30) days written notice to Owners or assigns.
- c. In the event Developer defaults in the performance of any material obligations to be performed by Developer with respect to the pump and haul requirements under the City Agreement or under this Agreement, as evidenced by a written notice of default from the City to Developer or by the County under this Agreement, in such event and after such notice lapses without cure, the County will have the right to deny approval of the temporary pump and haul wastewater services to the Customers located within the Project under this Agreement until such default is cured or until Developer commences cure of such default and as long as Developer diligently pursues such cure to substantial completion. Before exercising this right, the County will give Owners or assigns ninety (90) days' written notice of the default, including the actions Developer must take to cure the default and the opportunity to cure the same within such cure period. In the event the default remains uncured or Developer fails to commence cure within such cure period, after the County gives Developer the aforesaid written notice of default, for a period of thirty (30) days in the event of a monetary default or sixty (60) days in the event of a non-monetary default, then the County will have the right to permanently restrict the temporary pump and haul



wastewater services to Project's Customers under this Agreement to a level commensurate with the financial or operational impact on the County resulting from such default and/or stop making new retail connections to the Project's Customers available. Before restricting wastewater services to the Project's Customers, the County will give Developer ten (10) days' notice of its intent to do so and the opportunity to cure the default, failing which the permanent restrictions may take effect. Without regard to the timelines cited in this subsection, the County reserves the right to immediately enjoin use of the "pump and haul" facilities if, in its reasonable determination, use of those facilities poses an imminent threat to health, safety, or the environment. If the County exercises its authority to immediately enjoin use of the "pump and haul" facility, Developer will still maintain the right to cure any default under the timelines cited in this subsection and seek approval to recommence use of the facilities.

- d. In the event the County breaches or defaults in the performance of any material obligation to be performed by the County under this Agreement, then Developer, after having given the County thirty (30) days written notice of such default and the opportunity to cure same, will have the right to pursue any remedy available at law or in equity, pending cure of such default by the County.

**Section 5.03 Additional Remedies Upon Default.** It is not intended hereby to specify (and this Agreement will not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party hereto and will be cumulative of the remedies provided herein. Recognizing however, that the failure in the performance of the County's obligations hereunder could not be adequately compensated in money damages alone, the County agrees, in the event of any default on its part, that Developer will have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) which may also be available. Recognizing that failure in the performance of Developer's obligations hereunder could not be adequately compensated in money damages alone, Developer agrees in the event of any default on its part that the County will have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies, which may also be available to the County including, without limitation, the right of the County to obtain a writ of mandamus or an injunction against Developer requiring Developer or assigns to levy and collect rates and charges sufficient to pay the amounts owed to the County by Developer or assigns under this Agreements.

**Section 5.04 Insurance.** To the extent that similar insurance is usually carried or self-insurance is usually maintained by public or private entities operating like properties, each party (the "Insured Party") will carry at all times with responsible insurers insurance on, and/or maintain a self-insurance program with respect to, the Insured Party's properties and its activities conducted pursuant to this Agreement, including activities that may subject the Insured Party to liability for bodily injury or property damage. The policies will be payable to the Insured Party and/or the self-insurance program will cover the Insured Party to the extent of its interest against risks of direct physical loss, damage to, or destruction of such properties or any part thereof, and against accidents, casualties, or negligence, including liability arising out of its activities. The Insured Party will name the other party as an additional insured under the Insured Party's insurance policies and/or self-insurance program with respect to any liability the other party may be exposed to or



incur as a result of the Insured Party's actions or failure to act under this Agreement. The Insured Party will also furnish the other Party copies of certificates of insurance showing that the other Party is covered by the insurance policies of the Insured Party and/or a notification that the other Party is covered under the Insured Party's self-insurance program. The certificates of insurance coverage for an Insured Party and/or notification of coverage under the Insured Party's self-insurance program will be updated as necessary to evidence coverage of the other party on a continuing basis.

## **ARTICLE VI MISCELLANEOUS PROVISIONS**

**Section 6.01 Force Majeure.** If any Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement other than an obligation to pay or provide money, then such obligations of that Party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, will be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, will be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of either Party hereto, and that the above requirements that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of either Party hereto.

**Section 6.02 Severability.** The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance will ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid or unlawful for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected thereby, provided, however, in such event the parties mutually covenant and agree to attempt to implement the unenforceable, invalid or unlawful provision in a manner which is enforceable, valid or lawful.

**Section 6.03 Entire Agreement; Modifications.** This Agreement constitutes the sole agreement between the Parties hereto relating to the rights herein granted and the obligations herein assumed and supersedes any and all prior understandings, negotiations, representations or agreements, whether oral or written. This Agreement will be subject to change or modification only with the mutual written consent of the County and Developer.

**Section 6.04 Addresses and Notices.** Unless otherwise notified in writing by the other, the attention addressees, addresses, telephone numbers, facsimile numbers and e-mail addresses of the County and Developer are as follows:

***To the County:***

Hays County, Texas  
Attn: Marcus Pacheco,  
Director of Development Services  
2171 Yarrington Road  
Kyle, TX 78640

***To the Developer:***

Driftwood Golf Club, Inc.  
Attn: J. David Rhoades  
PO Box 171  
582 Thurman Roberts Way  
Driftwood, TX 78619



***To the District:***

Driftwood Conservation District  
c/o Winstead, PC  
Attn: Judy McAngus  
401 Congress Avenue, Suite 2100  
Austin, TX 78701

***With Required Copy To:***

Armbrust & Brown PLLC  
Attention: Wayne S. Hollingsworth  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701

**Section 6.05 Assignability; Successors Rights.**

- a. Except as shown in subparagraph (b), this Agreement may not be assigned by either Party to any other entity without the express written consent of the other Party, which consent will not be unreasonably withheld or delayed. This Agreement and the terms and provisions hereof will be binding upon and inure to the benefit of the respective successors, assigns and legal representatives of the Parties hereto.
- b. Notwithstanding the foregoing in paragraph a., the Parties acknowledge that Owners and/or Developer may assign obligations under this Agreement to a successor in interest or assign, such as a Development Entity, a Customer and/or a Conservation and Reclamation of District, without County consent required or provided and that any such successor or assign must assume and agree to be bound by all obligations of this Agreement with respect to the portion of the Real Estate conveyed or assigned. Owners will notify the County of such assignment.

**Section 6.06 Dispute Resolution.**

- a. Settlement by Mutual Agreement. In the event any dispute, controversy or claim between the Parties arises under this Agreement or is connected with or related in any way to this Agreement or any right, duty or obligation arising hereunder or the relationship of the Parties hereunder (a "Dispute or Controversy"), including, but not limited to, a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Agreement, the parties will first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the following procedures set forth in this Section. Step 1: If a Dispute or Controversy arises, either Party will have the right to give notice to the other Party that it has elected to implement the procedures set forth in this Section. Within fifteen (15) days after delivery of any such notice by one Party to the other regarding a Dispute or Controversy, the designated representatives of the Parties will meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Step 2: Should a mutual resolution and settlement not be obtained as a result of a meeting or meetings during, or should no such meeting take place within, such fifteen (15) day notice period specified in Step 1, then either Party may, by notice to the other Party, within fifteen (15) days after the Step 1 period ends, regardless of the reason, refer the Dispute or Controversy to the governing bodies of the Parties for resolution. Within fifteen (15) days after delivery of any such notice by one Party to the other Party or parties referring such Dispute or Controversy to governing bodies of the Parties for



resolution, representatives of each of the Parties will meet at a mutually agreed upon time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Step 3: Should a mutual resolution and settlement not be obtained as a result of a meeting or meetings during, or should no such meeting take place within, such fifteen (15) day notice period specified in Step 2, then either Party may, by notice to the other Party within fifteen (15) days after the Step 2 period ends, regardless of the reason, refer the Dispute or Controversy to mediation in accordance with the provisions of this Section. Upon the receipt of notice of referral to mediation hereunder, the Parties will be compelled to mediate the Dispute or Controversy in accordance with the terms of this Section without regard to the justiciable character or executory nature of such Dispute or Controversy. The fifteen (15) day notice periods specified in this Section 6.06(a) may be extended by mutual agreement of the parties.

- b. Mediation. Each party hereby agrees that any Dispute or Controversy, which is not resolved pursuant to the procedures of this Section, may be submitted to mediation on hereunder.

**Section 6.07 Good Faith.** Each Party agrees that, notwithstanding any provision herein to the contrary, neither Party will unreasonably withhold or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, it being agreed and understood that each Party will act in good faith and will at all times deal fairly with the other party.

**Section 6.08 Interpretation.**

- a. This Agreement and all the terms and provisions hereof will be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Agreement.
- b. This Agreement will not be construed as an agreement of fiduciary relationship, of partnership, of joint venture, of an equity position, or of any other form of business arrangement other than as an agreement for provision of water services, Services provided are not exclusive to Developer or assigns and may be provided to others at the sole discretion of County consistent with the terms of this Agreement.
- c. This Agreement has been authored jointly by the Parties hereto, and neither this Agreement as a whole nor any term or provision hereof will be construed as having been authored by or at the sole direction of either party.

**Section 6.09 Professional Fees.** Developer agrees to place funds into the County's escrow account, as necessary from time to time, to pay the County's reasonably necessary engineering and legal fees incurred to prepare, negotiate, implement, interpret, or amend this Agreement. County is entitled to reimbursement of such fees plus a 20% administrative charge.

**Section 6.10 Titles and Headings.** The title of this Agreement, titles and headings of articles and sections hereof have been inserted for convenience of reference only and are not to be considered a part hereof and will not in any way modify or restrict any of the terms or provisions hereof and will never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.



**Section 6.11 Counterparts.** This Agreement may be executed in as many counterparts as may be convenient or required, All counterparts will collectively constitute a single instrument, and it will not be necessary in making proof of this Agreement to produce or account for more than a single counterpart.

**Section 6.12 Governing Law; Venue.** The terms and provisions hereof will be governed by and construed in accordance with the laws of the State of Texas and the United States of America from time to time in effect. Hays County, Texas will be the place of venue for suit hereon.

**Section 6.13 Authority of Parties Executing Agreement.** By their execution hereof each of the undersigned Parties represents and warrants to the other Party to this document that he or she has the authority to execute the document in the capacity shown on this document.

**Section 6.14 No Third Party Beneficiary.** This Agreement is for the benefit of the County and Developer or its assigns and shall not be construed to confer any benefit on any other party.

**Section 6.15 Estoppel Certificates.** From time to time upon written request by Owners, the County shall execute a written estoppel certificate stating, if true, that the County has not given or received any written notices alleging any events of default under this Agreement provided, however, the City may require payment in advance of its estimated charges for preparing the requested estoppel certificate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which will be deemed to be an original and of equal force and effect as of the \_\_\_\_ day of May, 2021.

**[REMAINDER OF PAGE BLANK; SIGNATURE PAGES FOLLOW]**



[SIGNATURES]

COUNTY OF HAYS, TEXAS:

\_\_\_\_\_  
Ruben Becerra  
Hays County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was executed by Ruben Becerra, Hays County Judge, before me on this \_\_\_\_\_  
day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public, State of Texas



DRIFTWOOD GOLF CLUB DEVELOPMENT, INC.,  
a Delaware corporation

\_\_\_\_\_  
Joseph Lyle Arenson, President

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §  
§

This instrument was executed by Joseph Lyle Arenson, President of Driftwood Golf Club Development, Inc. a Delaware corporation, before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_



## EXHIBIT A CITY AGREEMENT

**RETAIL WATER AND WASTEWATER SERVICES AGREEMENT  
BETWEEN THE CITY OF DRIPPING SPRINGS  
AND  
DRIFTWOOD CONSERVATION DISTRICT, DRIFTWOOD DLC AUSTIN I, LLC,  
DRIFTWOOD DLC AUSTIN II, LLC, M. SCOTT ROBERTS, DRIFTWOOD EQUITIES,  
LTD, MAILE DEVELOPMENT COMPANY, INC. AND DRIFTWOOD 522, LLC**

THIS RETAIL WATER AND WASTEWATER SERVICES AGREEMENT (the "Agreement") is made and entered into by and between the City of Dripping Springs (the "City"), a Type A General Law City in Hays County, Texas and Driftwood DLC Austin I, LLC ("Driftwood I"), Driftwood DLC Austin II, LLC ("Driftwood II"), Delaware Limited Liability Companies, M. Scott Roberts ("Roberts"), an individual, Driftwood Equities, Ltd. ("Equities"), a Texas Limited Partnership, Maile Development Company, Inc., a Texas Corporation and Driftwood 522, LLC a Texas Limited Liability Company ("522") or their respective successors or assigns (collectively referred to as "Owners") and the Driftwood Conservation District, a political subdivision of the State of Texas.

### RECITALS

1. The City owns, operates, and maintains a water supply system consisting of wholesale water purchased from the West Travis County Public Utility Agency ("WTCPUA") and a water distribution and delivery system consisting of, or may consist of, water storage facilities, water transmission and distribution facilities and related appurtenances to serve the needs of its customers.
2. The City owns, operates and maintains a wastewater collection system and a wastewater treatment plant (TCBQ Permit Number WQ0014488001).
3. Owners own approximately 1,000 acres that are within the extraterritorial jurisdiction of the City, as shown on Exhibit A. The property is divided into two separate tracts will sometimes be referred to as, as a whole, "the Project" or individually as the "Creek Tract" and the "Ranch Tract" as shown on Exhibit A.
4. The Parties acknowledge that Driftwood I, Driftwood II and 522 will also be development entities, (Developers), that intend to develop the property for a mixed use of residential and commercial purposes pursuant to a Development Agreement that has been or will be executed with the City.
5. Owners intend to construct or cause to be constructed and installed a potable water distribution system and related facilities within the Ranch Tract and a wastewater collection system and related facilities within the Project, which facilities will be conveyed ultimately to the City and used by the City to distribute treated water and for wastewater collection for customers within the property pursuant to this Agreement.

City of Dripping Springs  
Water & Wastewater Services Agreement

Driftwood Development  
Page 1 of 33



6. Owners intend to construct or cause to be constructed and install improvements necessary to connect to the City's existing water and wastewater facilities. The City agrees to use the improvements to provide service to the customers within the Project.
7. The City will provide retail water and wastewater services to the customers within the Ranch Tract, who will be retail customers of the City and who will pay either in city or out of city rates as will be discussed below. The City will provide retail wastewater services to the customers within the Creek Tract. The City may provide retail water services to the customers within the Creek Tract, if the Parties as well as the WTCPUA mutually agree to this arrangement. Otherwise the WTCPUA will provide retail water services to the customers within the Creek Tract.
8. The Parties acknowledge that the development project will have a need and use for treated effluent to be used as irrigation, makeup water and/or construction water. The provisions for the use of reclaimed water will be provided in a separate Reclaimed Water Agreement.
9. Driftwood II plans to construct a golf course in the Project's initial phase, which will require sufficient water to grow and sustain the golf course. Further, as stated in Recital 8 above, Driftwood II and the City agree that Driftwood II will use treated effluent for the golf course. However, in the project's early stages, the City will not have sufficient treated effluent to provide Driftwood II with sufficient amounts to sustain the golf course. Driftwood II and the City agree that Driftwood II may use, on a temporary basis, the water committed in this Agreement to grow and sustain the golf course, as needed.
10. The City and Owners now desire to execute this Agreement to evidence henceforth the agreement of the City to provide water and wastewater service to customers within Owners' property and/or Project under the conditions described in this Agreement. The Parties acknowledge that Owners may assign this Agreement to the Development Entity discussed in Recital 4 above.
11. The City and Owners agree and acknowledge that Owners have caused a conservation and reclamation district to be created over the Ranch Tract and a Municipal Management District over the Creek Tract, each pursuant to Article XVI, Section 59, Texas Constitution. The parties acknowledge and agree that it is both parties' intent to assign this agreement along with all of Owners' obligations to one of the conservation and reclamation districts and the district(s) will assume all obligations of the respective Owner(s).
12. The Parties further acknowledge that Owners may seek to Petition the District to annex the Creek tract and other property. This may be done incrementally. In any event, the Parties acknowledge that no property may be annexed into the District without consent from the City.



## AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owners agree as follows:

### **ARTICLE I DEFINITIONS**

**Section 1.01 Definitions of Terms.** As used in this Agreement, except as otherwise provided herein, the following terms have the meanings ascribed in this section.

“Agreement” means this “Retail Water and Wastewater Services Agreement Between City of Dripping Springs and Owners.”

“City” means the City of Dripping Springs, a Type A General Law City in Hays County, Texas.

“City’s Engineer” means one or more licensed professional engineers employed by the City or engaged by the City to provide services to the City as described in this Agreement.

“City’s Service Area” means the City’s water supply service area and wastewater service area, whether or not it is a certificated service area, as such service areas now exist or as the City may change hereafter.

“City’s Water System” means all water treatment, transmission and distribution facilities, lines, mains, reservoirs, pump stations, residential, commercial and industrial connections and any other parts or components that comprise the public water system of the City, together with all extensions, expansions, improvements, enlargements, betterments and replacements thereof, as additionally described in Recital No. 1.

“City’s Wastewater System” means all wastewater treatment, collection facilities and all appurtenances that comprise the wastewater system of the City, together with all extensions, expansions, improvements, enlargements, and replacements thereof, as additionally described in Recital No. 2.

“Director of Public Works” means the duly authorized employee or representative of the City in charge of the street, water and sewer department or any combination thereof.

“Owners” means Driftwood DLC Austin I, LLC, a Texas Limited Liability Company, or its successors or assigns, Driftwood DLC Austin II, LLC, a Texas Limited Liability Company, or its successors or assigns, M. Scott Roberts, an individual, Driftwood Equities, Ltd, a Texas Limited Partnership or its successors or assigns, and Driftwood 522, LLC, a Texas Limited Liability Company or its successors or assigns.

“Customers” mean the residential and commercial customers that will be located within Owners’ property boundaries and that may be retail customers of the City.

City of Dripping Springs  
Water & Wastewater Services Agreement

Driftwood Development  
Page 3 of 33



"Developer" means the person or entity that will develop Owners' property and that will benefit from the installation of Water Facilities and Wastewater Facilities.

"District" means the Driftwood Conservation District created pursuant Article XVI, Section 59, Texas Constitution and HB 4301, 85th Texas Legislative Session.

"Effective Date" means December 11, 2018.

"Emergency" means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition of insufficiency of service or of facilities. The term includes Force Majeure and acts of third parties, which cause either the City's Water System or the City's Wastewater System to be unable to provide the services agreed to be provided herein.

"Force Majeure" means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity or any civil or military authority, acts, orders or delays thereof of any regulatory authorities with jurisdiction over the parties, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, blue northers, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

"Internal Wastewater Facilities" means all residential and commercial, industrial wastewater connections, collection lines, force mains, lift stations and other facilities within the Project, together with all extensions, expansions, improvements, enlargements, betterments and replacements thereof.

"Internal Water Facilities" means all water transmission and distribution facilities, lines, mains, storage facilities, reservoirs, pump stations, residential, retail meters, commercial and industrial connections and any other parts or components that comprise the public water system within the Driftwood II and 522's Project, together with all extensions, expansions, improvements, enlargements, betterments and replacements thereof.

"LUE" for wastewater means 175 gallons per day of wastewater capacity for one living unit equivalent, and for water means the amount of gallons per day of water capacity set by the WTCPUA as the capacity for one living unit equivalent.

"The Project" means the Land as it will be developed pursuant to Exhibit A and includes both the "Ranch Tract" and the "Creek Tract".

**Section 1.02 Captions.** The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and will not be considered or given any effect in construing this Agreement.

**Section 1.03 Recitals.** The recitals and findings set forth above are found to be true and correct for all purposes and incorporated into the body of this Agreement.

City of Dripping Springs  
Water & Wastewater Services Agreement

Driftwood Development  
Page 4 of 33



## ARTICLE II DELIVERY OF WATER AND WASTEWATER SERVICE

**Section 2.01 Quantity.** Subject to the terms and conditions set forth herein, the City agrees to provide retail water and wastewater service to the Customers that will be located within the Project in aggregate amount not to exceed 610 LUEs for retail water service for the Project and 1,000 LUEs for retail wastewater service for the Project. The Parties agree that the 610 LUEs include 256 retail water LUEs as may be transferred from the WTCPUA's retail service to the City's, subject to the mutual agreement of the WTCPUA and the Parties to that effect that were initially intended to serve Creek Tract. The City agrees to not impose City reservation fees on 610 LUEs for wastewater service, but the City reserves the right to impose City reservation fees in the future on 390 of the 1000 reserved LUEs. If imposed, such City reservation fees must be paid to retain the right to use the 390 LUEs for retail wastewater service.

**Section 2.02 Water and Wastewater Service.** The City will provide water and wastewater service to the Customers as retail customers of the City on the same terms and conditions and at the same rates as the City provides such services to all its other customers, except as such terms, conditions or rates are expressly modified in this Agreement.

**Section 2.03 Primary Water Service; Use of Water.** The City, the District and Owners agree that water provided under this Agreement is intended to provide the primary source of water to the Customers of the Ranch Tract during the tenure hereof and will not be construed to provide solely for supplemental, backup, peak-load or as-available service. The Parties agree the uses include reasonable and prudent irrigation, lawn water, similar domestic and commercial uses, and for public health and sanitation needs, except that Customers within the Project will comply with city conservation ordinances and city rules and guidelines. To the extent that City's authority to enforce such ordinances and rules outside of its corporate limits is limited, upon written request by the City, Owners and the conservation and reclamation district will cooperate with the City and adopt such regulations that are within its power to adopt to complement and supplement the City's enforcement authority.

**Section 2.04 Primary Wastewater Service.** The City, the District and Owners agree that wastewater services provided under this Agreement is intended to provide the primary source of wastewater service to the Customers during the tenure hereof and will not be construed to provide solely for supplemental, backup, peak-load or as-available service. The Parties agree the wastewater from the Project will include wastewater from domestic households, amenity centers, schools, and light commercial, and that Owners' Customers will comply with city pretreatment and wastewater service rules and regulations.

**Section 2.05 Nondiscrimination.** Water and wastewater service provided to Owners' and/or District's Customers by City will be nondiscriminatory and consistent with City's policies, tariffs and regulations as amended from time to time and the law; provided, however all of the Customers located within Owners' and/or District's boundaries may be considered as separate customer class and the policies, tariffs and regulations applicable to this customer class may differ from other customer classes created by the City.



**Section 2.06 Quality of Water Delivered to Customers.** The water delivered by City hereunder will be potable water of a quality, volume and pressure conforming to the requirements of all applicable federal or state laws, rules, regulations or orders, including requirements of the Texas Commission on Environmental Quality, or its successors, for human consumption and other domestic use; provided, however, temporary excursions or exceedances of the standards from time to time shall not give rise to a claim for breach of this Agreement. Each party agrees to provide to the other party, in a timely manner, any information or data regarding this Agreement or the quality of treated water provided through this Agreement as required for reporting to state and federal regulatory agencies.

**Section 2.07 Agreement Contingent.** This Agreement is specifically contingent on Owners proceeding with development.

**Section 2.08 Use of Water.** The Parties acknowledge and agree that this Agreement is for retail wastewater service within the Project and retail water service within the Ranch Tract and may include retail water service to the entire Project as agreed to by the Parties and the WTCPUA. The Parties further acknowledge and agree that no water purchased from this Agreement will be sold, transferred or conveyed to a third party without prior agreement from the City.

### ARTICLE III CHARGES, BILLING AND FINANCIAL MATTERS

**Section 3.01 The District and/or Owners or Assigns to Pay all Costs for Wastewater Facilities Serving the Customers within Project.** The District and/or Owners, their assigns and/or Builders shall pay the City's standard charges for impact fees for wastewater service from the City at the time specified by city ordinance to each LUE; provided, however the District and/or Owners or assigns shall receive an offset against the City's impact fees in an amount equal to the amount of such impact fees attributable to the mutually agreed upon capital projects for wastewater facilities described in the City's capital improvement plan and dedicated to the City as provided in this Agreement that benefit the City's system as a whole and if said offset is otherwise allowed by law. Subject to the foregoing, Owners or assigns may, at their sole option, elect to pre-pay the City's wastewater impact fees (or relevant portion thereof considering any offsets as provided above, if otherwise allowed by law) for all retail wastewater connections in a platted subdivision at, or after, the time of approval of the final plat of a subdivision, in which event water capacity shall be committed, and reserved, by the City for such section. The City reserves the right to request oversizing beyond the Project's requirements of wastewater facilities, such as lift stations, force mains, and gravity collection lines. In the case the City requests oversizing of facilities, Owners or assigns shall negotiate in good faith to enter into a construction agreement to accommodate the City's request. The District and/or Owners or assigns will be responsible for the District's and/or Owners' or assigns' portion of the facility and the City will be responsible for the increased costs associated with the City's request to oversize. Costs shall be allocated based on the percentage of LUEs to be served. In the event of a conveyance contemplated by Section 4.07 below, the District and/or Owners or assigns retain the right to capacities constructed by the District and/or Owners or assigns meant to provide service to the Project, but have no claim on additional capacities created by oversizing requests

City of Dripping Springs  
Water & Wastewater Services Agreement

Driftwood Development  
Page 6 of 33



or to additional capacities that infrastructure constructed by the District and/or Owners may or may not be capable of conveying that exceed the defined Project's LUEs. The District and/or Owners or assigns will not pay drainage impact fees to the City, unless otherwise required by law, because the District and/or Owners or assigns will pay for all drainage facilities necessary for the Project.

**Section 3.02 The District and/or Owners or Assigns to Pay all Costs for Water Facilities Serving the Customers within Project.** The City shall pass through all fees and charges for initial water service (including impact fees and service request fees) with no markup to the District and/or Owners, its assigns and/or Builders and Owners, its assigns and/or Builders shall timely pay such fees or charges directly to the WTCPUA. Monthly charges for water shall be paid in accordance with City ordinance governing water rates and charges. To the extent that the City receives an offset against the WTCPUA's impact fee, Owners or assigns shall receive the same offset. The City reserves the right to request oversizing beyond the Project's requirements of water facilities, such as vaults, and transmission lines. Owners or assigns will be responsible for Owners' or assigns' portion of the facility and the City will be responsible for the increased costs associated with the City's request to oversize. Costs shall be allocated based on the percentage of LUEs to be served. In the event of a conveyance contemplated by Section 4.07 below, the District, Owners or assigns retains the right to capacities constructed by the District and/or Owners or assigns meant to provide service to the Project, but have no claim on additional capacities created by oversizing requests or to additional capacities that infrastructure constructed by the District and/or Owners may or may not be capable of conveying that exceed the defined Project's LUEs. The District, Owners or assigns will not pay drainage impact fees to the City, unless otherwise required by law, because Owners or assigns will pay for all drainage facilities necessary for the Project.

**Section 3.03 Fees and Charges.** The City agrees to apply to Customers the same service policies and conservation requirements as the City does for residents and customers within the corporate limits of the City of Dripping Springs. Except as discussed below and in Section 4.07, the City will apply out of city rates as the City Council adopted and amended from time to time to the Customers that do not live within the City limits. However, in the event that the City annexes any portion of the Project those Customers annexed into the City will pay "in City" rates. This Agreement does not prevent the Customers from appealing, pursuant to Section 13.043, Texas Water Code, any water rate set by the City, if such customers have standing to file such an appeal.

Alternatively, the parties may agree the Customers will pay "in-city" rates and also pay the City an operation and maintenance fee. Such an agreement will be entered prior to water and/or wastewater service being provided.

**Section 3.04 Beneficial Reuse Infrastructure.** The commitments made by the District, Owners and/or Developers in the separate Reclaimed Water Agreement associated with the Project constitutes satisfaction of the requirements specified by Chapter 22, Article 22.06.007(c)(2) of the City's Code of Ordinances and no fee under that section shall be required to be paid by the District, Owners and/or Developers.



**ARTICLE IV  
CONSTRUCTION, OPERATION AND MAINTENANCE**

**Section 4.01 Construction of Distribution System.** The District, Driftwood II and/or 522 or their respective assigns, at their own cost and expense, will construct or cause to be constructed a potable water distribution system and all related facilities within their respective Project (consisting of Internal Water Facilities) as well as outside of their respective Project (if the facilities are necessary to serve the Project) (the "Water Facilities") to allow the City to provide retail water service to the Customers. The Water Facilities shall meet all applicable City and TCEQ standards and reviews.

**Section 4.02 Construction of Wastewater Improvements.** The District, Owners and/or assigns at their own cost and expense, will construct or cause to be constructed wastewater improvements and all necessary facilities within Owners or assigns' Project (consisting of Internal Wastewater Facilities). This includes facilities outside Owners' or assigns' project, if the facilities are necessary to serve the Project, ("Wastewater Facilities") to allow the City to provide retail wastewater service to the Customers. The Wastewater Facilities shall meet all applicable City and TCEQ standards and reviews.

**Section 4.03 Construction Plans.** A Texas licensed professional engineer will design the Water and Wastewater Facilities. The design will comply with the applicable specifications of the City and all other applicable governmental agencies. All plans and specifications for the Water and Wastewater Facilities may be reviewed by the City's Engineer and Director of Public Works and any comments shall be submitted within 20 days of receipt of the plans and specifications.

**Section 4.04 Required Easements.** All of the Water Facilities and Wastewater Facilities will be located either in the public right-of-way or in easements across privately owned land. Owners and/or Developer or assigns will be responsible for obtaining any governmental approvals necessary to construct the Water Facilities and Wastewater Facilities in the public right-of-way. City agrees to facilitate acquisition of and/or acquire (which may include using the City's condemnation powers) any easements across privately-owned or publicly-owned land that are necessary for the construction or operation of the Water Facilities and Wastewater Facilities, but Owners and/or Developers shall pay all costs associated with such efforts. Owners and/or Developer and/or assigns will be responsible for surveying easement routes. The final location of an easement is subject to review and comment by Owners' or assigns' engineer and the City. All easements shall be assigned to the City at the time title to the Water Facilities and Wastewater Facilities are transferred to the City.

**Section 4.05 Construction of Water and Wastewater Facilities.**

- a. To construct the Water and Wastewater Facilities, or any phase thereof, the District, Owners or assigns will advertise for bids for construction of the Water and Wastewater Facilities, in accordance with applicable provisions of the Texas Water Code and Texas Local Government Code, if applicable, and select from among the bidders as required by Chapter 49, Water Code.



- b. The Water and Wastewater Facilities will be constructed in accordance with the plans and specifications approved by the City, the City's policies and applicable state, county or municipal regulations or ordinances. No changes or change orders that substantially alter the approved plans and specifications and any construction contract will be made without the approval of Owners or assigns and City. The District, Owners or assigns will simultaneously file with the City all documents that Owners or assigns is required to file with the TCEQ regional office pursuant to TCEQ Rule 293.62.
- c. The District, Owners or assigns and City will inspect and approve all phases of the construction of the Project's Water and Wastewater Facilities. When construction of the Facilities is substantially complete, then the City will schedule a final inspection. After such final inspection, the Owner shall timely correct any punch list items and the City will re-inspect until all punch-list items are complete. Owners and/or Developer shall pay the City Engineer's fees (plus a 20% administrative fee mark-up) for City Engineer final inspection and any re-inspections after the final inspection. Prior to the final inspection discussed herein, the City may inspect all phases of the construction of the Water and Wastewater Facilities at the City's cost, but if any inspection conducted pursuant to this sentence results in the need for a follow-up inspection, Owners and/or Developer shall pay the City Engineer's fees (plus a 20% administrative fee mark-up) such follow-up inspection. Owners or assigns will give at least 72 hour written notice to the City of the date when construction of any portion of the Water and Wastewater Facilities is scheduled to commence so that the City may assign an inspector.
- d. The District, Owners or assigns may begin construction of the portion of the Water Facilities and Wastewater Facilities located within a portion of the Project after approval of the preliminary plat for that portion of the Project and approval of the plans and specifications and contract documents for that portion of the Project by City's Engineer. Further, as described in Section 4.07 below, the contract between the District, Owners assigns and the contractor, whether one or more, shall allow for claims for defects in labor and materials, require the contractor to provide a two year warranty on the work and material and the performance bond shall include the standard 2 year warranty on the work and material which warranty shall be transferable to City. In addition, the District, Owners or assigns shall require the contractor to provide insurance for the typical coverage for the work being performed, such insurance naming Owners or assigns and City as additional insured for the work performed by the contractor on the Water Facilities and Wastewater Facilities. The District, Owners or assigns shall provide City a copy of the contract with the contractor, the performance and payments bonds, and insurance certificate before allowing the contractor to start work under the contract.

**Section 4.06 Extension of Service and Pump and Haul.**

- a. The District, Owners or their assigns shall pay for the cost and expense of the construction of any necessary facilities to extend water and wastewater service from the City's System to the Project. Construction of off-site capital projects as described below, shall not be eligible for credits toward impact fees, unless the off-site capital project is requested to be oversized beyond the capacity needed to serve the Project at the City's request. Such costs shall include, but are not limited to, all engineering and legal fees,



easeement and access acquisition, and the design and construction costs of the facilities, required utility extensions, screening and landscaping, and shall be limited in amount on each individual capital expenditure to the incremental difference between what was necessary to serve the Project and what capacity was built by Owners beyond that at the request of the City Engineer.

- b. The District, Owners or Developer or assigns will design and construct a new approximate 23,000 feet of 8-inch wastewater force main, a lift station, and an odor control station, in accordance with City specifications, connecting the City's Wastewater System. The proposed wastewater force main alignment has not yet been determined, but the final approved location is subject to City Engineer's reasonable approval.
- c. The District, Owners or Developer or assigns will design and construct the facilities required to be installed by the WTCPUA to extend water service from the existing WTCPUA water lines to the Project (which will include a new wholesale water meter and a new 12 inch water line), in accordance with WTCPUA specifications. The proposed water line alignment is shown on Exhibit B.
- d. The District, Owners or assigns will not be responsible for any other offsite water or wastewater system improvements needed in the future to serve up to 606 Water LUEs within Driftwood I and Driftwood II or 522's Project(s) or for 1,000 Wastewater LUEs for the entire Project, except as may be provided in a separate agreement related to reuse of treated effluent.
- e. The Parties acknowledge that the construction of the extension facilities may not be completed timely to provide wastewater service when needed. For that reason, the Parties agree that should the wastewater system improvements not be completed, Owners may serve any active wastewater connections through a pump and haul and/or use of a temporary wastewater treatment plant (installed at Owners and/or Developers sole expense).
  - 1. If a pump and haul system is installed, the pump and haul system shall be subject to the terms and conditions set-forth at Exhibit C, which is incorporated herein by reference and made a part of this Agreement.
  - 2. If a temporary wastewater plant is installed, all costs associated with the permitting, design, construction, and removal of the temporary wastewater treatment plant shall be paid by Owners and/or Developers and shall not be reimbursed by the City or given impact fee credit. All parties agree that the temporary wastewater plant shall be removed and replaced by the permanent wastewater service contemplated by this Agreement at the soonest possible time. However, the temporary wastewater plant may be used on a permanent basis for pretreatment prior to discharge into City's System.

This Section 4.06 controls over any inconsistent language elsewhere in this agreement.



**Section 4.07 Conveyance/Ownership of Water and Wastewater Facilities.** Except for pump and haul facilities, and temporary wastewater treatment plant, upon final completion of construction, as evidenced by a certificate of final completion and acceptance by the City of a phase of the Water and Wastewater Facilities, the District, Owners or assigns, will: (1) dedicate and convey that phase of the Water and/or Wastewater Facilities to the City, including any easements associated with that phase; (2) assign all warranties to the City. The conveyance shall include (a) the warranty that the same are free and clear of all liens and encumbrances and (b) access to public rights-of-way and easements are sufficient to permit the City to operate and maintain such Facilities. Following the acceptance and dedication of a phase of the Water and Wastewater Facilities, the City will be responsible for the operation and maintenance of that phase of the Water and Wastewater Facilities unless the Parties have a different agreement. The form of the dedication instruments, easement assignments and maintenance bonds shall be submitted for review and approval by the City, which will not be unreasonably withheld or delayed. In any event, the City agrees that the District, Owners or assigns shall have an undivided interest in the capacity of that portion of the City's Water System and the City's Wastewater System, up to the capacity designed for the provision of retail water and wastewater service to the District, Owners or assigns by the City to the extent of the designed capacity of the conveyed systems and the payment of associated costs of said facilities by the District, Owners or assigns. In no way should this section be interpreted to mean that the District, Owners or assigns shall have an undivided interest in capacities that exceed the amount needed to service the District, Owners or assigns, or in any capacities that the City should require to be included as oversizing. The District, Owners or assigns will also convey standard contractor warranty that the contractor provides to Owners or assigns.

Any attempt by City to operate or maintain the Water Facilities and Wastewater Facilities, or to perform repairs on the Water Facilities and Wastewater Facilities will not void the warranty, provided however that the District, Owners or assigns shall not be responsible for repairing or replacing any part of the Water Facilities and Wastewater Facilities damaged by City but the City bears responsibility for repairs caused by its operations.

The City agrees to apply to Customers the same service and conservation policies as to those residents and customers, as the City does for its In City customers. Provided, however, that this Agreement does not prevent Customers from appealing, pursuant to Section 13.043, Texas Water Code, the rates set by the City Council.

Alternatively, the Parties may agree the Customers will pay "in-city" rates and also pay the City an operation and maintenance fee. Such an agreement will be entered prior to water and/or wastewater service being provided.

**Section 4.08 Reimbursement.** The Parties acknowledge and agree that the Owner or Developer may provide the funding for Water Facilities and Wastewater Facilities and may seek reimbursement for the costs of the Water and Wastewater Facilities from Owners or assigns, including a conservation and reclamation district mentioned in Recital No. 10 pursuant to various provisions of the Texas Water Code and other statutory authorization.



**Section 4.09 Curtailment, Conservation Restrictions and Environmental.**

- a. The City may curtail or ration service to Customers within the Project, as they would to other customers served by the City. Provided, however, except as provided for in Section 5.03, the City shall never enact a moratorium on water or wastewater service to the Project as a result of the limitations of the City of Dripping Springs water production and distribution facilities, or wastewater collection and treatment facilities, unless required by law or a state or federal governmental or regulatory authority having jurisdiction over the City's delivery of water or wastewater service or is adopted in response to an order or finding by a state or federal regulatory agency.
- b. The Parties agree that if it is ever reasonably determined by the City during the term of this Agreement that it is unable to provide adequate water or water services to the City's Service Area or its then existing committed customers because of an Emergency or shortage of water supply, production, treatment, storage or transportation capability in the City's System, or for any other reason, or if the City needs to cause repairs to be made to the City's System to repair, replace or improve the level of water service to its customers, then the City will have the right to curtail or limit service to Customers within the Project for such time as the condition that requires the curtailment or limitation continues. The City agrees to provide notice of the need for curtailment or limitation as soon as reasonably practicable. The parties agree that in times of Emergency, shortage or over uses of water, the priority in the purposes of use and the restrictions thereon will be as established from time to time by the City for its water supply customers. Notwithstanding anything herein to the contrary, if it is ever determined by any governmental or regulatory authority having jurisdiction that provision of water services by the City under this Agreement or that curtailment or limitation of water or water services by City to any of its customers, including Owners, is in violation of applicable law, regulation or order, then the City, after reasonable notice to the Customers within the Project and opportunity for consultation, may take such action as will best effectuate this Agreement and comply with applicable law.
- c. The District, Owners and assigns agree that all properties within the boundaries of the Project that receive utility service from the City shall abide by water conservation guidelines and restrictions the City establishes and comply with ordinances the City adopted relating to regulation, conservation, provision, acquisition or divestiture of water and/or wastewater as if the property were within the corporate boundaries of the City. Any person receiving service, including property owners, lessee or lessor, or who has a connection to the City system grants the City the rights and remedies available to the City including fines, fees, interruption of service, disconnection of service, etc. for failure to abide by City rules and ordinances.

**Section 4.10 Vested Rights; Impact Fees.** The parties agree and acknowledge that this Agreement constitutes a permit for purposes of Chapter 245 Texas Local Gov't. Code. The parties further acknowledge and agree that the Impact Fees to be imposed will remain the same amount as in place for the City on the effective date of this Agreement.



**Section 4.11 Initiation of Retail Service.** The City will initiate retail service, whether for temporary water service for construction purposes or for water service to a home or business, upon submittal of the standard application for service and compliance with the requirements for such service, including but not limited to payment of required WTCPUA fees, inspection fees, service initiation fees, and deposit and performance of required inspections.

**Section 4.12 Temporary Use of Potable Water on Golf Course.** The Parties agree that, subject to approval by the WTCPUA, potable water will be used on the golf course on a temporary basis until the City generates sufficient reclaimed water. The amount of temporary water, as described in Section 9.03 of the Third Amendment to Wholesale Water Supply Agreement between Lower Colorado River Authority and the City of Dripping Springs, will not exceed 1M Gallons Per Day. The fee for this water shall be the same wholesale fees, rates and charges imposed on the City by the WTCPUA (with no mark-up). Temporary use of potable water on golf course will be metered separately from other retail water use and District, Owners or Developer will pay the cost of installing this temporary meter.

#### ARTICLE V

#### TERM; DEFAULT; REMEDIES; INDEMNIFICATION; INSURANCE

**Section 5.01 Term; Extensions.** This Agreement will be effective from the date adoption by the City Council and the District, Owners or assigns and will continue in effect for a period of forty five years (45) years unless earlier terminated in accordance with the provisions hereof. This Agreement may be extended from time to time by mutual agreement of the parties in writing.

**Section 5.02 Termination.**

- a. Without prejudice to any provisions hereof setting forth terms for automatic expiration or expiration in the event of a default by Owners or assigns, this Agreement may also be terminated by mutual agreement of the parties.
- b. In addition to any other provision for termination set forth herein, the City may terminate this Agreement on thirty (30) days written notice in the event that Owners or assigns are dissolved, expanded without the City's written consent, merged with or annexed by another entity, converted to any other form of entity, or placed into receivership, or in the event any part of the Project is incorporated as a municipality. In the event that proceedings in bankruptcy, whether voluntary or involuntary are filed with reference to Owners or assigns, the City may take any measure it deems necessary to protect the interests of the City including, without limitation, the termination of this Agreement on thirty (30) days written notice to Owners or assigns.

**Section 5.03 Default.**

- a. In the event Owners or assigns default in the payment of any amounts due the City under this Agreement or in the performance of any material obligation to be performed by Owners or assigns under this Agreement, the City will have the right to deny temporarily or limit water services to the Customers located within the Project under this Agreement until such default is cured. Before exercising this right, the City will give Owners or



assigns ninety (90) days' written notice of the default and of the opportunity to cure the same. In the event the default remains uncured, after the City gives Owners or assigns the aforesaid written notice of default, for a period of thirty (30) days in the event of a monetary default or sixty (60) days in the event of a non-monetary default, then the City will have the right to permanently restrict water services to Owners' Customers under this Agreement to a level commensurate with the financial or operational impact on the City resulting from such default and/or stop making new retail connections to the Project's Customers available. Before permanently restricting water services to the Project's Customers, the City will give Owners or assigns ten (10) days' notice of its intent to do so and the opportunity to cure the default, failing which the permanent restrictions will take effect. Finally, in the event the default remains uncured, the City may terminate its obligation to provide water service to all areas within Owners' or assigns' property other than the Project's Customers receiving water service at that time.

- b. In the event the City will default in the performance of any material obligation to be performed by the City under this Agreement, then Owners or assigns, after having given the City ninety (90) days written notice of such default and the opportunity to cure same, will have the right to pursue any remedy available at law or in equity, pending cure of such default by the City. In the event such default remains uncured for a period of (i) one hundred eighty (180) days in the event of a default which causes Owners or assigns to be unable to provide service to new retail connections to Owners' or assigns' System or (ii) three hundred sixty-five (365) days in the event of any other type of material default, then Owners or assigns will have the right to notify the City that Owners or assigns intend to take a more limited amount of water services from the City (which will be at least the amount the City is then able to provide to Owners or assigns) and Owners or assigns may then obtain other water or water services from another provider or may take appropriate action to supply itself with additional water or water services after giving the City thirty (30) days notice of its intent to do so and the opportunity to cure the default.

**Section 5.04 Additional Remedies Upon Default.** It is not intended hereby to specify (and this Agreement will not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party hereto and will be cumulative of the remedies provided herein. Recognizing however, that the failure in the performance of the City's obligations hereunder could not be adequately compensated in money damages alone, the City agrees, in the event of any default on its part, that Owners or assigns will have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) which may also be available. Recognizing that failure in the performance of Owners' or assigns' obligations hereunder could not be adequately compensated in money damages alone, Owners or assigns agrees in the event of any default on its part that the City will have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies, which may also be available to the City including, without limitation, the right of the City to obtain a writ of mandamus or an injunction against Owners requiring Owners or assigns to levy and collect rates and charges sufficient to pay the amounts owed to the City by Owners or assigns under this Agreements.



**Section 5.05 Insurance.** To the extent that similar insurance is usually carried or self-insurance is usually maintained by public or private entities operating like properties, each party (the "Insured Party") will carry at all times with responsible insurers insurance on, and/or maintain a self-insurance program with respect to, the Insured Party's properties and its activities conducted pursuant to this Agreement, including activities that may subject the Insured Party to liability for bodily injury or property damage. The policies will be payable to the Insured Party and/or the self-insurance program will cover the Insured Party to the extent of its interest against risks of direct physical loss, damage to, or destruction of such properties or any part thereof, and against accidents, casualties, or negligence, including liability arising out of its activities. The Insured Party will name the other party as an additional insured under the Insured Party's insurance policies and/or self-insurance program with respect to any liability the other party may be exposed to or incur as a result of the Insured Party's actions or failure to act under this Agreement. The Insured Party will also furnish the other party copies of certificates of insurance showing that the other party is covered by the insurance policies of the Insured Party and/or a notification that the other party is covered under the Insured Party's self-insurance program. The certificates of insurance coverage for an Insured Party and/or notification of coverage under the Insured Party's self-insurance program will be updated as necessary to evidence coverage of the other party on a continuing basis.

#### ARTICLE VI MISCELLANEOUS PROVISIONS

**Section 6.01 Force Majeure.** If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, will be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, will be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of either party hereto, and that the above requirements that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of either party hereto.

**Section 6.02 Severability.** The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance will ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid or unlawful for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected thereby, provided, however, in such event the parties mutually covenant and agree to attempt to implement the unenforceable, invalid or unlawful provision in a manner which is enforceable, valid or lawful.

**Section 6.03 Entire Agreement; Modifications.** This Agreement constitutes the sole agreement between the Parties hereto relating to the rights herein granted and the obligations herein assumed and supersedes any and all prior understandings, negotiations, representations or

City of Dripping Springs  
Water & Wastewater Services Agreement

Driftwood Development  
Page 15 of 33



agreements, whether oral or written. This Agreement will be subject to change or modification only with the mutual written consent of the City and Owners.

**Section 6.04 Addresses and Notices.** Unless otherwise notified in writing by the other, the attention addressees, addresses, telephone numbers, facsimile numbers and e-mail addresses of the City and Owners or assigns are as follows:

**To the City:**

City of Dripping Springs  
Attn: City Administrator  
PO Box 384  
Dripping Springs, TX 78620

**To the District:**

Driftwood Conservation District  
c/o Winstead, PC  
Attn: Judy McAngus  
401 Congress Avenue, Suite 2100  
Austin, TX 78701

**To the Owners:**

Driftwood DLC Austin I, LLC  
c/o Discovery Land Company  
Attn: Schuyler Joyner  
301 N. Canon Drive, Suite 328  
Beverly Hills, CA 90210

Driftwood DLC Austin II, LLC  
c/o Discovery Land Company  
301 N. Canon Drive, Suite 328  
Beverly Hills, CA 90210

Driftwood Equities, LTD  
c/o M. Scott Roberts  
PO Box 311 / 18300 FM 1826  
Driftwood, TX 78619

M. Scott Roberts  
PO Box 311 / 18300 FM 1826  
Driftwood, TX 78619

Maile Development Company, Inc.  
PO Box 311 / 18300 FM 1826  
Driftwood, TX 78619

Driftwood 522, LLC  
c/o George H. Brown, Registered Agent  
8711 Johnny Morris Road  
Austin, TX 78724

**Section 6.05 Assignability; Successors Rights.**

- a. Except as shown in subparagraph (b), this Agreement may not be assigned by either party to any other entity without the express written consent of the other party, which consent will not be unreasonably withheld or delayed. This Agreement and the terms and provisions hereof will be binding upon and inure to the benefit of the respective successors, assigns and legal representatives of the Parties hereto.
- b. The Parties acknowledge that Owners may assign this Agreement to a successor in interest or assign, such as a Development Entity and/or a Conservation and Reclamation

City of Dripping Springs  
Water & Wastewater Services Agreement

Driftwood Development  
Page 16 of 33



District, without City consent provided that the successor or assign comply with all obligations of this Agreement. Owners will notify the City of such assignment.

**Section 6.06 Dispute Resolution.**

- a. **Settlement by Mutual Agreement.** In the event any dispute, controversy or claim between the Parties arises under this Agreement or is connected with or related in any way to this Agreement or any right, duty or obligation arising hereunder or the relationship of the Parties hereunder (a "Dispute or Controversy"), including, but not limited to, a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Agreement, the parties will first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the following procedures set forth in this Section. Step 1: If a Dispute or Controversy arises, either party will have the right to give notice to the other party that it has elected to implement the procedures set forth in this Section. Within fifteen (15) days after delivery of any such notice by one party to the other regarding a Dispute or Controversy, the designated representatives of the parties will meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Step 2: Should a mutual resolution and settlement not be obtained as a result of a meeting or meetings during, or should no such meeting take place within, such fifteen (15) day notice period specified in Step 1, then any party may, by notice to the other party, within fifteen (15) days after the Step 1 period ends, regardless of the reason, refer the Dispute or Controversy to the governing bodies of the Parties for resolution. Within fifteen (15) days after delivery of any such notice by one party to the other party or parties referring such Dispute or Controversy to governing bodies of the Parties for resolution, representatives of each of the Parties will meet at a mutually agreed upon time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Step 3: Should a mutual resolution and settlement not be obtained as a result of a meeting or meetings during, or should no such meeting take place within, such fifteen (15) day notice period specified in Step 2, then any party may, by notice to the other party within fifteen (15) days after the Step 2 period ends, regardless of the reason, refer the Dispute or Controversy to mediation in accordance with the provisions of this Section. Upon the receipt of notice of referral to mediation hereunder, the Parties will be compelled to mediate the Dispute or Controversy in accordance with the terms of this Section without regard to the justiciable character or executory nature of such Dispute or Controversy. The fifteen (15) day notice periods specified in this Section 6.06(a) may be extended by mutual agreement of the parties.
- b. **Mediation.** Each party hereby agrees that any Dispute or Controversy, which is not resolved pursuant to the procedures of this Section, may be submitted to mediation on hereunder.

**Section 6.07 Good Faith.** Each party agrees that, notwithstanding any provision herein to the contrary, neither party will unreasonably withhold or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, it being agreed and understood that each party will act in good faith and will at all times deal fairly with the other party.

City of Dripping Springs  
Water & Wastewater Services Agreement

Driftwood Development  
Page 17 of 33



**Section 6.08 Interpretation.**

- a. This Agreement and all the terms and provisions hereof will be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Agreement.
- b. This Agreement will not be construed as an agreement of fiduciary relationship, of partnership, of joint venture, of an equity position, or of any other form of business arrangement other than as an agreement for provision of water services. Services provided are not exclusive to Owners or assigns and may be provided to others at the sole discretion of City consistent with the terms of this Agreement.
- c. This Agreement has been authored jointly by the Parties hereto, and neither this Agreement as a whole nor any term or provision hereof will be construed as having been authored by or at the sole direction of either party.

**Section 6.09 Professional Fees.** Owner agrees to place funds into the City's escrow account, as necessary from time to time, to pay the City's reasonably necessary engineering and legal fees incurred to prepare, negotiate, implement, interpret, or amend this Agreement. City is entitled to reimbursement of such fees plus a 20% administrative charge.

**Section 6.10 Titles and Headings.** The title of this Agreement, titles and headings of articles and sections hereof have been inserted for convenience of reference only and are not to be considered a part hereof and will not in any way modify or restrict any of the terms or provisions hereof and will never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

**Section 6.11 Counterparts.** This Agreement may be executed in as many counterparts as may be convenient or required. All counterparts will collectively constitute a single instrument, and it will not be necessary in making proof of this Agreement to produce or account for more than a single counterpart.

**Section 6.12 Governing Law; Venue.** The terms and provisions hereof will be governed by and construed in accordance with the laws of the State of Texas and the United States of America from time to time in effect. Hays County, Texas will be the place of venue for suit hereon.

**Section 6.13 Authority of Parties Executing Agreement.** By their execution hereof each of the undersigned parties represents and warrants to the other party to this document that he or she has the authority to execute the document in the capacity shown on this document.

**Section 6.14 No Third Party Beneficiary.** This Agreement is for the benefit of the City and Owners or assigns and shall not be construed to confer any benefit on any other party.

**Section 6.15 Estoppel Certificates.** From time to time upon written request by Owners, the City shall execute a written estoppel certificate stating, if true, that the City has not given or received any written notices alleging any events of default under this Agreement provided,



however, the City may require payment in advance of its estimated charges for preparing the requested estoppel certificate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which will be deemed to be an original and of equal force and effect as of the 8th day of January 2019.

[REMAINDER OF PAGE BLANK – SIGNATURE PAGES FOLLOW]

City of Dripping Springs  
Water & Wastewater Services Agreement

Driftwood Development  
Page 19 of 33

{W1057289.7}  
Hays County, Texas  
Wastewater Services Agreement

Driftwood Development  
Exhibit A



**CITY OF DRIPPING SPRINGS:**

*Todd Purcell*  
Todd Purcell, Mayor

1/14/19  
Date

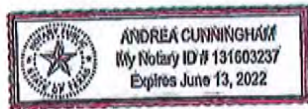
**ATTEST:**

*Andrea Cunningham*  
Andrea Cunningham, City Secretary



STATE OF TEXAS                   §  
   §  
COUNTY OF HAYS               §

This instrument was executed by **Todd Purcell** before me on this the 14<sup>th</sup> day of January 2019.



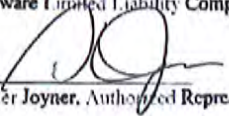
*Andrea Cunningham*  
Notary Public, State of Texas

City of Dripping Springs  
Water & Wastewater Services Agreement

Driftwood Development  
Page 20 of 33



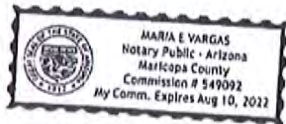
**DRIFTWOOD DLC AUSTIN I, LLC:**  
a Delaware Limited Liability Company

  
Schuyler Joyner, Authorized Representative

STATE OF Arizona

COUNTY OF Maricopa

This instrument was executed by Schuyler Joyner before me on this the 14  
day of ~~January~~ February 2019.



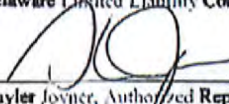
  
Notary Public, State of Arizona

City of Dripping Springs  
Water & Wastewater Services Agreement

Driftwood Development  
Page 21 of 33



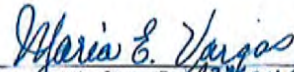
**DRIFTWOOD D.L.C. AUSTIN II, LLC:**  
a Delaware Limited Liability Company

  
\_\_\_\_\_  
Schuyler Joyner, Authorized Representative

STATE OF ARIZONA §  
COUNTY OF Maricopa §

This instrument was executed by Schuyler Joyner before me on this the 14  
day of ~~January~~ February 2019.



  
\_\_\_\_\_  
Notary Public, State of ARIZONA

City of Dripping Springs  
Water & Wastewater Services Agreement

Driftwood Development  
Page 22 of 33



DRIFTWOOD 522, LLC:  
a Texas Limited Liability Company

[Signature]

Signature

J. Dan Brown Member

Printed Name and Title

STATE OF Texas

§

COUNTY OF Travis

§

§

This instrument was executed by J. Dan Brown before me on this the 26  
day of ~~January~~ April 2019.



[Signature]  
Notary Public, State of Texas



DRIFTWOOD EQUITIES, LTD:  
a Texas Limited Partnership

M. Scott Roberts  
Signature

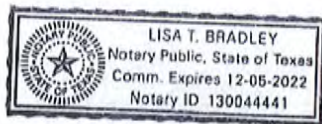
M. Scott Roberts, President  
Printed Name and Title

STATE OF TEXAS

COUNTY OF HAYS

SS  
SS  
SS

This instrument was executed by M. Scott Roberts before me on this the 31<sup>st</sup>  
day of January 2019.



Lisa T. Bradley  
Notary Public, State of Texas

City of Dripping Springs  
Water & Wastewater Services Agreement

Driftwood Development  
Page 24 of 33



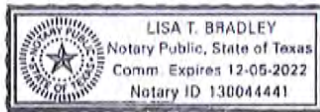
M. SCOTT ROBERTS:  
an Individual

M. Scott Roberts  
M. Scott Roberts

M. SCOTT ROBERTS  
Printed Name and Title

STATE OF Texas §  
COUNTY OF Hays §  
§

This instrument was executed by M. Scott Roberts before me on this the 31<sup>st</sup>  
day of January 2019.



Lisa T. Bradley  
Notary Public, State of Texas

City of Dripping Springs  
Water & Wastewater Services Agreement

Driftwood Development  
Page 25 of 33



MAILE DEVELOPMENT COMPANY, INC:  
a Texas Corporation

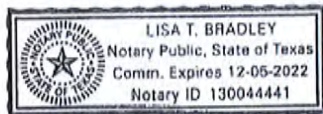
  
Signature

Maile Roberts-Loring President  
Printed Name and Title

STATE OF TEXAS

COUNTY OF Hays

This instrument was executed by Maile Roberts-Loring before me on this the 31st  
day of January 2019.



Lisa T. Bradley  
Notary Public, State of Texas

City of Dripping Springs  
Water & Wastewater Services Agreement

Driftwood Development  
Page 26 of 33

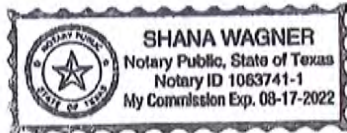


DRIFTWOOD CONSERVATION DISTRICT:  
a Texas Conservation & Reclamation District

Stephen C. Dickman  
Stephen C. Dickman, President

STATE OF Texas §  
COUNTY OF Travis §

This instrument was executed by Stephen C. Dickman before me on this the 11th  
day of February, 2019.



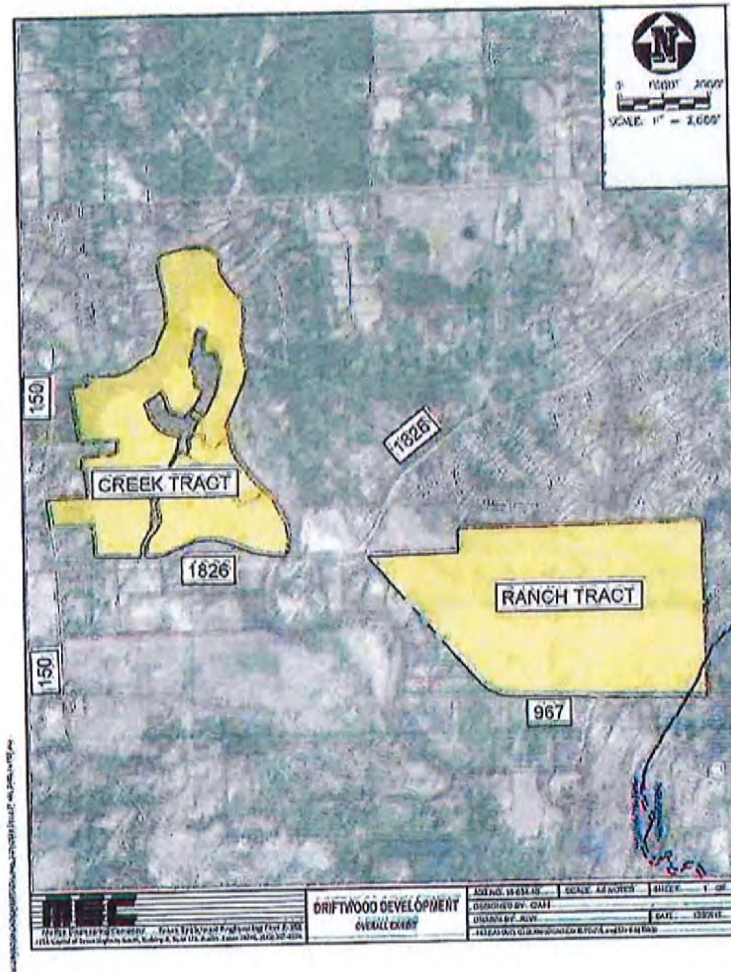
Shana Wagner  
Notary Public, State of Texas

City of Dripping Springs  
Water & Wastewater Services Agreement

Driftwood Development  
Page 27 of 33



EXHIBIT A  
MAP

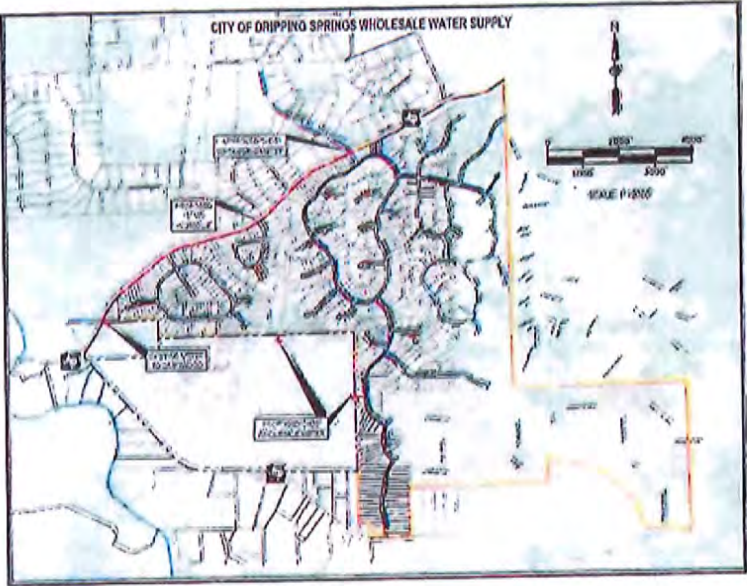


City of Dripping Springs  
Water & Wastewater Services Agreement

Driftwood Development  
Page 28 of 33



**EXHIBIT B**  
**PROPOSED OFFSITE WATER LINE ALIGNMENT**

City of Dripping Springs  
Water & Wastewater Services AgreementDriftwood Development  
Page 29 of 33

{W1057289.7}  
Hays County, Texas  
Wastewater Services Agreement

Driftwood Development  
Exhibit A



**EXHIBIT C**  
**PUMP AND HAUL TERMS AND CONDITIONS**

- a. The Owners may construct and operate, at its sole cost, Pump & Haul Facilities as a temporary solution to wastewater needs for the Project. Use of the Pump & Haul Facilities must be terminated as quickly as possible as soon as either the Package Plant is available to process wastewater or the City System is available to transport and process wastewater. Use of the Package Plant Facilities must be terminated as quickly as possible as soon as the City System is available to transport and process wastewater from the Development, except for pretreatment uses. The Parties agree that Pump & Haul is not the preferred method of wastewater treatment. The Parties also agree that use of the City System is preferable to the Package Plant as a method of final wastewater treatment. Owners commit to converting from Pump & Haul or the package Plant to the City System as quickly as is commercially feasible. Upon converting from Pump and Haul to the package Plant or the City System, Owner shall remove at its own expense all Pump and Haul Facilities that will not be utilized for the Package Plant or for the City System.
- b. The failure to construct Onsite or Offsite Facilities shall not prevent Owners from obtaining building permits and certificates of occupancy within the Project, subject to full compliance with the following terms and conditions:
  1. The facilities necessary to provide pump and haul service to the lot for which a building permit or a certificate of occupancy is to be issued have been completed and passed inspection by the City, and wastewater service by pump and haul under this Agreement is otherwise available to the lot.
  2. Owner is in compliance with the terms and conditions of this Agreement.
  3. Owner demonstrates to the City that Owner has a current contract with a pump and haul provider that meets the requirements of this Agreement.
  4. All other conditions for issuance of a building permit or certificate of occupancy set forth in applicable local (as modified by this Agreement), state, or federal regulations have been met.
- c. Service Provided. In consideration for the City authorizing the issuance of building permits and certificates of occupancy as provided herein, Owner, at its sole cost and expense, shall cause wastewater from the Project to be pumped and hauled and disposed of in a manner that is compliant with applicable local, state, and federal regulations, until such time that the Package Plant or the System is capable of receiving the wastewater generated at the Development. Design of and specifications related to the Pump & Haul Facilities must be provided to City Engineer for approval and must be approved by City Engineer prior to installation of such facilities. Owner is solely responsible for all design, construction and operation of the Pump & Haul Facilities. Owner shall maintain all Pump & Haul Facilities in good repair and working condition and assure that all wastewater effluent is managed in compliance with applicable law. Owner will report



any spills or leaks from the Pump & Haul Facilities to the Deputy City Administrator immediately, but no later than 24 hours of discovery. Owner will cooperate with the City to provide any information to and file any reports with the Texas Commission on Environmental Quality or successor agency (the "TCEQ") as required by law. Owner shall further comply with and cause the company supplying pump and haul services to comply with the terms of service set forth in paragraph j below. Upon termination of use of the Pump & Haul Facilities Owner will remove at its sole cost and expense the Pump & Haul Facilities (except for those facilities that will be used for the onsite or offsite permanent Facilities. Wastewater Service through pump and haul facilities on the land shall not exceed 75 LUEs unless otherwise approved by the City.

- d. Pump and Haul Provider. Owners shall contract with a company that holds all licenses required by the TCEQ and has the experience, expertise and financial capacity (the "Provider") to pump and haul wastewater from the Project and to maintain all pump and haul facilities. The Provider shall also not owe any delinquent taxes or fees to the City nor shall the Provider be in material default under any agreement by and between the Provider and the City. Owners shall further maintain with the City at all times the Provider's current contact information and designated representatives who are available twenty-four hours a day to respond to complaints or issues related to wastewater disposal. The Provider shall maintain insurance in an amount that is acceptable to the City.
- e. Fees and Charges. City shall charge and collect standard wastewater rates and fees (including impact fees) to customers on a particular lot receiving wastewater service through Pump & Haul Facilities (hereafter "Pump and Haul Lot"). The monthly fees and charges charged to the Pump and Haul Lot customer will be equivalent to an estimated average of that charged to other residential City customers that are not utilizing a pump and haul system. Fees and charges to Pump and Haul Lot customers shall not be calculated to pay the costs and expenses of the Pump & Haul Facilities. Until the Pump and Haul Lots are converted to permanent wastewater service, the money collected for the monthly wastewater charge shall be delivered to Owner (less a 6% administrative charge) to assist with the costs of operating the pump and haul system. Owners understand and agree that they will not likely recoup the costs of pump and haul from users of the Pump & Haul Facilities, and that Owners are responsible for any deficiency in its operation. Owners will receive no impact fee credit or reimbursement for Pump & Haul Facilities or for the removal of any Pump and Haul Facilities from the City.
- f. Records. Owners shall make commercially reasonable efforts to cause the Provider to maintain complete records of the pump and haul service provided, and Owners shall maintain with the City a copy of any reports required by applicable state and federal regulations, related to providing pump and haul services.
- g. Transition of Services. The City and Owners shall reasonably cooperate for a smooth transition of wastewater service from the Owners to the City upon connection to the System.



- h. Enforcement Actions. In the event that the EPA or the TCEQ issues any form or order or penalty for violations of applicable law resulting from the pump and haul services provided under this Amendment, Owner shall be responsible for payment of said penalties within the time required under the order or applicable law.
- i. Notice of Agreement and Pump and Haul Services. A memorandum of this Amendment ("Memorandum") acceptable to City and Owners shall be recorded by Owners in the Official Public Records of Hays County, Texas that places prospective property owners on notice that wastewater service may be provided by pump and haul service. The Owners shall further give notice to purchasers of lots within the Development that wastewater service will be provided by pump and haul until completion of the Package Plant or System improvements and shall cause homebuilders who purchase lots within the Development to give such notice to subsequent purchasers.
- j. The Owner shall comply with the following narrative for the temporary pump and haul system to be implemented, if necessary and requirements for conducting pump and haul operations.
1. The Owner is responsible for monitoring the pump and haul facilities to ensure there are no overflows of wastewater. A TCEQ licensed wastewater disposal company will conduct pump and haul operations. The Owner will provide the City a copy of monthly invoices for pump and haul operations. This should include verification of proper disposal and the total volume of wastewater pumped each month via disposal manifests or similar.
  2. It is proposed that the new lift station wet well will be used as the pump sump for the pump and haul activities. If the pump or any other part of the lift station is damaged, Owner shall repair or replace, at the City's sole discretion, the damaged components.
  3. Minimum wet well volume shall be 10,000 gallons.
  4. The wet well shall be pumped out based upon the alarm settings in the tanks (cellular auto dialer).
  5. The settings for the alarms will be at 25%, 50%, 75% and 90% full.
  6. A temporary control panel with auto-dialer shall be set at the site.
  7. Immediately upon completion of pump and haul operation by the Owner, the Owner is required to clean the lift station wet well and sanitary sewer mains due to solids build up if mains are backed up.
  8. Detailed plans signed and sealed by a Texas Licensed Professional Engineer must be submitted and approved by the City. Plans shall include:
    - a) All weather access road to final collection site



- b) Calculations of projected flow
- c) Plan and profile of wet well and sewer main(s), including maximum design level elevation on profile
- d) Pump and piping installation plan with details.
- e) Constant storage tank level monitoring with auto-dialer capabilities.



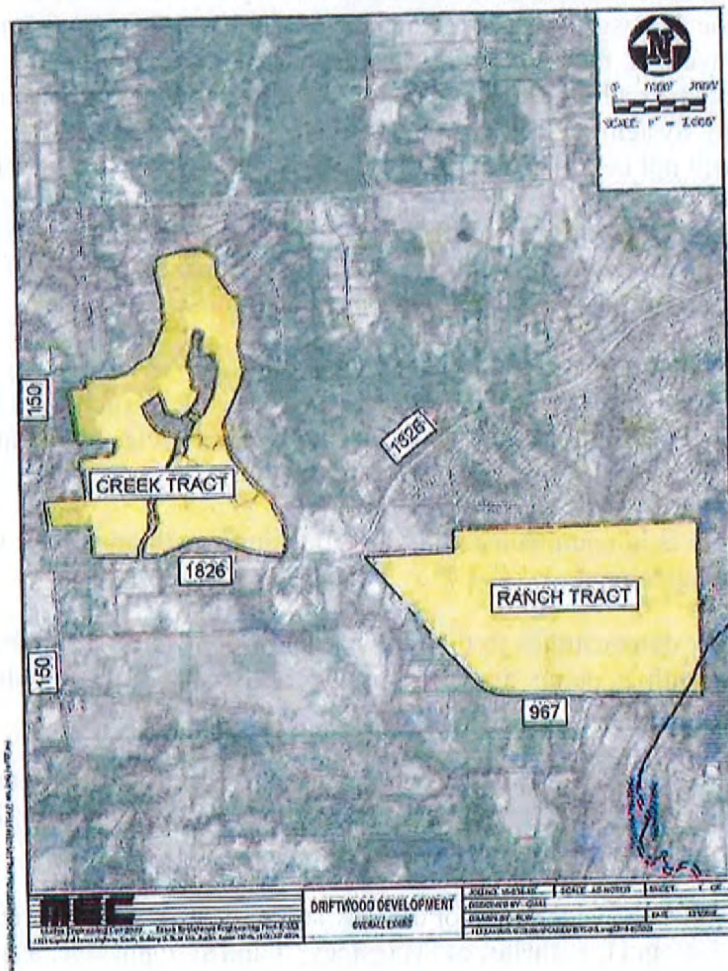
Driftwood Development  
Exhibit B



Driftwood Development  
Exhibit B



# EXHIBIT C THE REAL PROPERTY





**EXHIBIT D**  
**PUMP AND HAUL TERMS AND CONDITIONS**

- a. The Developer may construct and operate, at its sole cost, Pump & Haul Facilities as a temporary solution to wastewater needs for the Project. Use of the Pump & Haul Facilities must be terminated as quickly as possible as soon as either the Package Plant is available to process wastewater or the City System is available to transport and process wastewater.
- b. Use of the Package Plant Facilities must be terminated as quickly as possible as soon as the City System is available to transport and process wastewater from the Development, except for pretreatment uses. The Parties agree that Pump & Haul is not the preferred method of wastewater treatment. The Parties also agree that use of the City System is preferable to the Package Plant as a method of final wastewater treatment. Developer commits to converting from Pump & Haul or the package Plant to the City System as quickly as is commercially feasible. Upon converting from Pump and Haul to the package Plant or the City System, Developer shall remove at its own expense all Pump and Haul Facilities that will not be utilized for the Package Plant or for the City System.
- c. The failure to construct Onsite or Offsite Facilities shall not prevent Developer/Owners from obtaining building permits and certificates of occupancy within the Project, subject to full compliance with the following terms and conditions:
  1. The facilities necessary to provide pump and haul service to the lot for which a building permit or a certificate of occupancy is to be issued have been completed and passed inspection by the City, and wastewater service by pump and haul under this Agreement is otherwise available to the lot.
  2. Developer is in compliance with the terms and conditions of the City Agreement and this Agreement.
  3. Developer demonstrates to the City and the County that Developer has a current contract with a pump and haul provider that meets the requirements of this Agreement.
  4. All other conditions for issuance of a building permit or certificate of occupancy set forth in applicable local (as modified by the City Agreement or this Agreement), state, or federal regulations have been met.
- d. Service Provided. In consideration for the City and/or the County authorizing the issuance of building permits and certificates of occupancy, if and as applicable, as provided herein, Developer, at its sole cost and expense, shall cause wastewater from the Project to be pumped and hauled and disposed of in a manner that is compliant with applicable local, state, and federal regulations, until such time that the Package Plant or the System is capable of receiving the wastewater generated at the Project. Design of and specifications related to the Pump & Haul Facilities must be provided to City Engineer for approval and must be approved by City Engineer prior to installation of such facilities. Developer is solely responsible for all design, construction and operation of the Pump & Haul Facilities. Developer shall maintain all Pump & Haul Facilities in good repair and working condition



and assure that all wastewater effluent is managed in compliance with applicable law, Developer will report any spills or leaks from the Pump & Haul Facilities to the Deputy City Administrator and the County promptly, but no later than 24 hours of discovery. Developer will cooperate with the City and the County to provide any information to and file any reports with the Texas Commission on Environmental Quality or successor agency (the "TCEQ") as required by law.

- e. Developer shall further comply with and cause the company supplying pump and haul services to comply with the terms of service set forth in paragraph j. below. Upon termination of use of the Pump & Haul Facilities, Developer will remove at its sole cost and expense the Pump & Haul Facilities except for those facilities that will be used for the onsite or offsite permanent Facilities. Wastewater Service through pump and haul facilities on the land shall not exceed 75 LUEs unless otherwise approved by the City.
- f. Pump and Haul Provider. Developer shall contract with a company that holds all licenses required by the TCEQ and has the experience, expertise and financial capacity (the "Provider") to pump and haul wastewater from the Project and to maintain all pump and haul facilities. The Provider shall also not owe any delinquent taxes or fees to the County nor shall the Provider be in material default under any agreement by and between the Provider and the County. Developer shall further maintain with the County at all times the Provider's current contact information and designated representatives who are available twenty-four hours a day to respond to complaints or issues related to wastewater disposal. The Provider shall maintain insurance in an amount that is acceptable to the County.
- g. Fees and Charges. the City shall charge and collect standard wastewater rates and fees (including impact fees) to customers on a particular lot receiving wastewater service through Pump & Haul Facilities (hereafter "Pump and Haul Lot"), The monthly fees and charges charged to the Pump and Haul Lot customer will be equivalent to an estimated average of that charged to other residential City customers that are not utilizing a pump and haul system. Fees and charges to Pump and Haul Lot customers shall not be calculated to pay the costs and expenses of the Pump & Haul Facilities. Until the Pump and Haul Lots are converted to permanent wastewater service, the money collected for the monthly wastewater charge shall be delivered to Developer (less a 6% administrative charge) to assist with the costs of operating the pump and haul system. Developer understands and agrees that it will not likely recoup the costs of pump and haul from users of the Pump & Haul Facilities, and that Developer is responsible for any deficiency in its operation. Developer will receive no impact fee credit or reimbursement for Pump & Haul Facilities or for the removal of any Pump and Haul Facilities from the County.
- h. Records. Developer shall make commercially reasonable efforts to cause the Provider to maintain complete records of the pump and haul service provided, and Developer shall maintain with the County a copy of any reports required by applicable state and federal regulations, related to providing pump and haul services.
- i. Transition of Services. The County and Developer shall reasonably cooperate for a smooth transition of wastewater service from the Developer to the City upon connection to the System.



- j. Enforcement Actions. In the event that the EPA or the TCEQ issues any form or order or penalty for violations of applicable law resulting from the pump and haul services provided under this Amendment, Developer shall be responsible for payment of said penalties within the time required under the order or applicable law.
- k. Notice of Agreement and Pump and Haul Services. A memorandum of this Amendment ("Memorandum") acceptable to the Parties shall be recorded by Developer in the Official Public Records of Hays County, Texas, that places prospective property owners on notice that wastewater service may be provided by pump and haul service. The Developer shall further give notice to purchasers of lots within the Development that wastewater service will be provided by pump and haul until completion of the Package Plant or System improvements and shall cause homebuilders who purchase lots within the Development to give such notice to subsequent purchasers.
- l. The Developer shall comply with the following narrative for the temporary pump and haul system to be implemented, if necessary and requirements for conducting pump and haul operations.
  - 1. The Developer is responsible for monitoring the pump and haul facilities to ensure there are no overflows of wastewater. A TCEQ licensed wastewater disposal company will conduct pump and haul operations. The Developer will provide the County a copy of monthly invoices for pump and haul operations. This should include verification of proper disposal and the total volume of wastewater pumped each month via disposal manifests or similar. The Developer shall periodically and upon request or either the City or the County provide such party with a schedule of the frequency of such pump and haul activities.
  - 2. It is proposed that the new lift station wet well will be used as the pump sump for the pump and haul activities. If the pump or any other part of the lift station is damaged, Developer shall repair or replace, the damaged components.
  - 3. Minimum wet well volume shall be 10,000 gallons.
  - 4. The wet well shall be pumped out based upon the alarm settings in the tanks (cellular auto dialer).
  - 5. The settings for the alarms will be at 25%, 50%, 75% and 90% full. In the event the alarm for the 90% full setting is sounded, Developer will promptly, but no later than 24 hours of discovery, notify the City and the County of such alarm event.
  - 6. A temporary control panel with auto-dialer shall be set at the site.
  - 7. Immediately upon completion of pump and haul operation by the Developer, the Developer is required to clean the lift station wet well and sanitary sewer mains due to solids build up if mains are backed up.



8. Detailed plans signed and sealed by a Texas Licensed Professional Engineer. Including revised and modified submissions, must be submitted to the City and the County and approved by the City. Plans shall include:
  - a) All weather access road to final collection site,
  - b) Calculations of projected flow,
  - c) Plan and profile of wet well and sewer main(s), including maximum design level elevation on profile,
  - d) Pump and piping installation plan with details, including installation and completion schedule at intervals of 6 months, 12 months, 18 months and 24 months, and,
  - e) Constant storage tank level monitoring with auto-dialer capabilities.
9. The County hereby agrees to accept all Developer building permits and other applications related to the wastewater facilities that have been submitted to the City and approved by the City, as if submitted and approved by the County.



## 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 regarding Hays County's multi-year Improvement Grant Program application to the Texas Indigent Defense Commission (TIDC) for Public Defender Services.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

July 13, 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

Hays County submitted a multi-year improvement grant application to the TIDC in April of this year. Hays County has not been awarded funds at this time. The County has until August 1st to make any changes to the application or garner necessary support that will help provide a path to secure funding.



## 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 Development Agreement between Hays County and Half-Ton, LLC.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

July 13, 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

Attached: Development Agreement



## DEVELOPMENT AGREEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §

This Development Agreement for (the "Agreement") is hereby executed on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date") between Hays County, a political subdivision of the State of Texas (the "County"), and Half-Ton, LLC (the "Owner"). County and Owner are sometimes hereinafter collectively referred to as "the Parties".

1. The Owner owns approximately 11.98 acres of land described on **Exhibit "A"** (The "Property") and desires to develop a condominium regime (The "Regime") on the property.
2. The Property is located within Hays County, Texas.
3. The Property has not been platted in accordance with the applicable laws of Hays County, Texas, and it is the desire of Owner to leave the property unplatted.
4. The Owner and the County desire to provide for the orderly development of the Regime, including the completion of the private roadway system, drainage improvements, septic system, and other common elements as required (The "Improvements") as described in the concept plan. The County wishes to ensure all the private improvements are completed properly and maintained appropriately.
5. The Owner desires to pursue commercial project containing up to eighty (80) units. The Owner may develop the Property in phases, which may include the condominium form of ownership, being divided into units and common elements. A concept plan of such proposed development is attached hereto as **Exhibit "B"**, which Owner agrees shall guide development of the Property. Once the proposed Condominium Regime is recorded, this agreement shall transfer to the newly formed Regime. Owner agrees to provide Hays County Development Services with a file-stamped copy of the recorded Regime, as well as a file-stamped copy of any future amendments to the Regime.
6. Subject to and in consideration of Owner's agreement to the terms in this Agreement, the County hereby grants the Owner a conditional exemption from the requirement to prepare, obtain County approval for, and file in the official public records of the County a subdivision plat for the Regime.
7. The County confirms that (i) the authorization to construct all the required Improvements servicing the Property is approved (As built plans will be provided upon completion of improvements to all applicable County departments) and will be valid for two years after the date hereof, (ii) the authorization to operate will continue to be applicable to the Property if and when a condominium Regime is formed on the Property; and (iii) the condominium Regime is sufficient for a condominium form of ownership on the Property, provided the Property complies with the Uniform Condominium Act (see Chapter 82 of the Texas Property Code).



8. Owner will provide water utility services from \_\_\_\_\_. Wastewater services shall be provided via an On-Site Septic Facility ("OSSF"), permitted through the County. For reference, the current conceptual design of the OSSF is attached hereto as **Exhibit "C"**.

9. If the Owner makes any substantial modifications to the Concept Plan in Exhibit "B", the County may require the Owner to either amend this Agreement or enter into an additional or supplemental Agreement.

10. If Hays County determines that Owner is in default of its obligations under this agreement, it shall provide written notice of such default, with detail regarding the basis for default, to Owner, providing Owner at least ten (10) business days to cure such default. If Owner has not cured default within ten (10) business days, or any longer period provided by the County, then the County may provide notice of termination of this Agreement, revoke the waiver provided under this Agreement, and assert County authority provided by federal, state, and local laws, including its Development Regulations that were in place on the Effective Date of this Agreement.

11. Notices shall be provided by the Parties to the respective addresses below. Valid notice, under this Agreement, includes written communications by U.S. Mail or, if accepted by the Party being noticed, by email.

To the County: Marcus Pacheco (or successor)  
Director of Development Services  
2171 Yarrington Road, Suite 100  
Kyle, TX 78640  
Email: *marcus.pacheco@co.hays.tx.us*

To Owner: Half-Ton, LLC  
1450 Hwy 290 #69  
Dripping Springs, Tx 78620

(Signatures by the Parties to this Development Agreement follow on the next page)



This Condominium Exemption Development Agreement is hereby Agreed and Executed to be effective on the date fully executed by the parties.

COUNTY:

Hays County, Texas

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

ATTEST: \_\_\_\_\_  
Elaine Cardenas, MBA, PhD  
Hays County Clerk

OWNER:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



EXHIBIT "A"  
Metes and Bounds / Survey





0 80 160  
GRAPHIC SCALE  
1" = 80'

RECORD TITLE TO LAND  
KATHY ANN HUEY GREEN, AS INDEPENDENT EXECUTRIX  
OF THE ESTATE OF RUTHIE MAE CRUMLEY HUEY

- LEGEND
- 5/8" IRON ROD WITH WHITECAP SURVEY CAP SET
  - 1/2" IRON ROD FOUND
  - 1/2" IRON PIPE FOUND
  - 60D NAIL FOUND
  - POB POINT OF BEGINNING
  - ( ) RECORD INFORMATION
  - WIRE FENCE
  - ADJOINER TRACT BOUNDARY
  - SUBJECT TRACT BOUNDARY

(REMAINDER OF)  
RUTHIE MAE HUEY  
CALLED 32.16 ACRES  
VOL. 1014, PG. 552  
OFFICIAL PUBLIC RECORDS,  
HAYS COUNTY, TX

PATRICIA SHIELD AYERS  
CALLED 6687.58 ACRES  
DOCUMENT NO. 2008204553  
OFFICIAL PUBLIC RECORDS,  
TRAVIS COUNTY, TX

WATER STORAGE  
TANK/CISTERN

~SURVEY~  
11.98 AC.  
(PORTION OF)  
RUTHIE MAE HUEY  
CALLED 32.16 ACRES  
VOL. 1014, PG. 552  
OFFICIAL PUBLIC RECORDS,  
HAYS COUNTY, TX

LYNN A. RUTTER  
CALLED 22.15 ACRES  
VOL. 2234, PG. 17  
OFFICIAL PUBLIC RECORDS,  
HAYS COUNTY, TX

N 58°47'52" W 71.63'  
(N 53°38' W 101.78')  
N 58°47'52" W 30.36'  
N 82°04'13" W 35.09'  
(N 81°07' W 34.85')

(REMAINDER OF)  
RUTHIE MAE HUEY  
CALLED 32.16 ACRES  
VOL. 1014, PG. 552  
OFFICIAL PUBLIC RECORDS,  
HAYS COUNTY, TX

#### SURVEYOR'S NOTES:

1. BEARING BASIS IS GRID NORTH, TEXAS COORDINATE SYSTEM, NAD83 (2011) SOUTH CENTRAL ZONE. UNITS = US SURVEY FEET.

2. ONLY VISIBLE IMPROVEMENTS AND VISIBLE EVIDENCE OF UTILITIES WERE LOCATED.

3. SITE ADDRESS - NO ADDRESS LISTED ON HAYS COUNTY APPRAISAL DISTRICT SITE

4. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION OF EVEN DATE.

5. SUBJECT TRACT LIES WITHIN ZONE "X", AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ACCORDING TO FEMA MAP NO. 48209C0107F, DATED SEPTEMBER 2, 2005. THIS STATEMENT IS DERIVED SOLELY UPON THE ABOVE LISTED FEMA MAP AND IS NOT A GUARANTEE THE SUBJECT TRACT WILL OR WILL NOT FLOOD.

6. ONLY THOSE SURVEY RELATED EASEMENTS AND RESTRICTIONS LISTED IN SCHEDULE "B" OF THE TITLE COMMITMENT GF NO. 2121497-DRP, EFFECTIVE DATE: MARCH 25, 2021, ISSUED DATE: APRIL 12, 2021 BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, AND RELISTED BELOW WERE REVIEWED FOR THIS SURVEY. NO ADDITIONAL RESEARCH FOR EASEMENTS OR RESTRICTIONS AFFECTING THIS TRACT WAS PERFORMED BY WHITECAP SURVEY COMPANY, LLC.

10a) EASEMENT:  
RECORDED: VOLUME 97, PAGE 404, DEED RECORDS, HAYS COUNTY, TEXAS.

TO: SHELL PIPE LINE CORPORATION

PURPOSE: PIPE LINE

ASSIGNMENT(S) OF INTEREST AS SET FORTH IN VOLUME 156, PAGE 505 AND VOLUME 156, PAGE 588, DEED RECORDS, HAYS COUNTY, TEXAS.

- NO EVIDENCE OF PIPE LINE FOUND AT TIME OF SURVEY; DOES NOT AFFECT.

10b) EASEMENT:  
RECORDED: VOLUME 97, PAGE 497, DEED RECORDS, HAYS COUNTY, TEXAS.

TO: SHELL PIPE LINE CORPORATION

PURPOSE: PIPE LINE

ASSIGNMENT(S) OF INTEREST AS SET FORTH IN VOLUME 156, PAGE 505 AND VOLUME 156, PAGE 588, DEED RECORDS, HAYS COUNTY, TEXAS.

PARTIAL RELEASE OF EASEMENT AS SET FORTH IN VOLUME 1505, PAGE 794, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS.

- NO EVIDENCE OF PIPE LINE FOUND AT TIME OF SURVEY; DOES NOT AFFECT.

10c) EASEMENT:  
RECORDED: VOLUME 145, PAGE 205, DEED RECORDS, HAYS COUNTY, TEXAS.

TO: HUMBLE PIPE LINE CORPORATION

PURPOSE: PIPE LINE

- NO EVIDENCE OF PIPE LINE FOUND AT TIME OF SURVEY; DOES NOT AFFECT.

10d) EASEMENT:  
RECORDED: VOLUME 145, PAGE 357, DEED RECORDS, HAYS COUNTY, TEXAS.

TO: HUMBLE PIPE LINE CORPORATION

PURPOSE: PIPE LINE

- NO EVIDENCE OF PIPE LINE FOUND AT TIME OF SURVEY; DOES NOT AFFECT.

10e) BOUNDARY LINE AGREEMENT AS SET FORTH IN THE INSTRUMENT RECORDED IN VOLUME 123, PAGE 63, DEED RECORDS, HAYS COUNTY, TEXAS.

- DOES NOT AFFECT

10f) BOUNDARY LINE AGREEMENT ENTERED INTO ON FEBRUARY 3, 1944, BY AND BETWEEN J.G. STRICKLAND, W.W. ROACH AND GERALD GIBSON AS REFERENCED BY INSTRUMENT RECORDED IN VOLUME 138, PAGE 506, DEED RECORDS, HAYS COUNTY, TEXAS.

- DOES NOT AFFECT

TO: HALF-TON LLC (BORROWER), KATHY ANN HUEY GREEN (SELLER) AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY (TITLE COMPANY);

I, WILLIAM R. HERRING, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED FROM AN ON-THE-GROUND SURVEY OF THE PROPERTY SHOWN HEREON, CONDUCTED UNDER MY SUPERVISION, AND COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION III LAND TITLE SURVEY.

**WHITECAP**  
—SURVEY COMPANY—

WHITECAP SURVEY COMPANY, LLC  
TBPELS FIRM NO. 10104424  
PO BOX 1225  
DRIPPING SPRINGS, TX 78620  
(512) 808-0102  
EMAIL: INFO@WHITECAPSURVEY.COM

**LAND TITLE SURVEY**  
OF 11.98 AC. OUT OF THE  
**JOHN BARTON SURVEY NO. 80, THE**  
**HERMAN BENSON SURVEY NO. 139, AND**  
**THE JOHN BOLLINGER SURVEY,**  
**HAYS COUNTY, TX**

PROJECT NAME: 42 AC. HUEY TRACTS  
CLIENT: HALF-TON LLC  
JOB NUMBER: 2100146  
SURVEY DATE: APRIL 13, 2021  
SURVEYOR: WH  
TECHNICIAN: WH/LH

PAGE 1  
OF 1



EXHIBIT “B”  
Concept Plan of Proposed Improvement

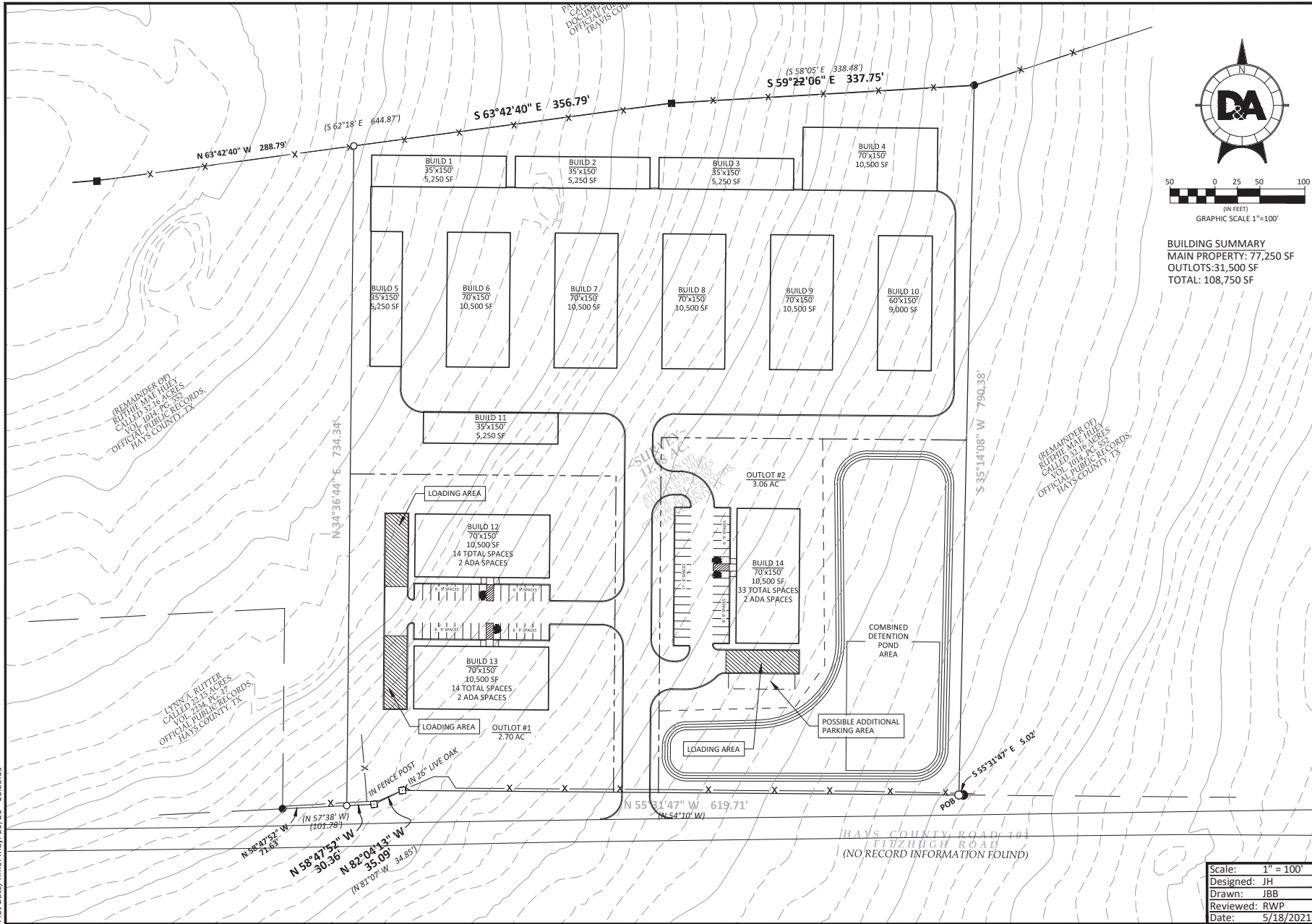


Drawing: C:\pw\_working\jonathan.banister\dms76111\2322-001 FITZHUGH BUSINESS PARK CONCEPT 2.dwg

User: JBANISTER

Last Modified: May, 20, 21 - 11:03

Plot Date/Time: May, 20, 21 - 11:03:39



DA DOUCET & ASSOCIATES  
Civil Engineering - Planning - Geospatial  
2000 East Hampton Road  
East Hampton, MA 01027, Tel: (413)-203-2349  
www.doucetengineers.com  
TPE Firm Number: 3937  
TPE Firm Number: 10105800

## CONCEPTUAL SITE PLAN

TUGBOAT LAND  
MANAGEMENT LLC  
FITZHUGH 12  
FITZHUGH ROAD  
DRIPPING SPRINGS, TX

SHEET  
**CONCEPT**  
1 OF 1  
Project No.:  
2322-001

Scale:	1" = 100'
Designed:	JH
Drawn:	JBB
Reviewed:	RWP
Date:	5/18/2021



(REMAINDER OF)  
RUTHIE MAE HUEY  
CALLED 32.16 ACRES  
VOL. 1014, PG. 552  
OFFICIAL PUBLIC RECORDS,  
HAYS COUNTY, TX

LYNN A. RUTTER  
CALLED 22.15 ACRES  
VOL. 2234, PG. 17  
OFFICIAL PUBLIC RECORDS,  
HAYS COUNTY, TX

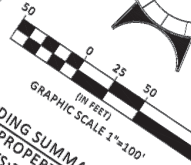
N 58°47'52" W  
71.63'  
N 57°38' W  
(101.76)  
IN FENCE POST  
N 58°47'52" W  
30.36'  
N 82°04'13" W  
35.09'  
(N 81°07' W 34.85')

CONCEPTUAL SEPTIC SITE PLAN

SUBJECT  
12.08 AC  
RUTHIE MAE HUEY  
CALLED 32.16 ACRES  
VOL. 1014, PG. 552  
OFFICIAL PUBLIC RECORDS,  
HAYS COUNTY, TX

APPROXIMATELY 8,000 SQUARE  
FEET OF DRAINFIELD AREA

(REMAINDER OF)  
RUTHIE MAE HUEY  
CALLED 32.16 ACRES  
VOL. 1014, PG. 552  
OFFICIAL PUBLIC RECORDS,  
HAYS COUNTY, TX



BUILDING SUMMARY  
MAIN PROPERTY: 77,250 SF  
OUTLOTS: 31,500 SF  
TOTAL: 108,750 SF

SHEET 1 - SITE PLAN

ENVIRONMENTAL SYSTEMS, L.L.C.	
12713 MAJESTIC OAKS DRIVE AUSTIN, TEXAS 78732 (512) 583-1397	
CLIENT:	TUGBOAT LAND MANAGEMENT, LLC
STREET:	FITZHUGH ROAD
LOT, SUBDIVISION:	
PERMIT AUTHORITY:	HAYS COUNTY
DRAWN BY:	D. E. LORMAND, R.S.
DATE:	06/04/2021
SCALE:	1" = 60'



POB 392  
S 55°31'47" E 5.02'

LOADING AREA  
COMBINED DETENTION POND AREA  
POSSIBLE ADDITIONAL PARKING AREA

LOADING AREA  
BUILD 12  
70'x150'  
10,500 SF  
14 TOTAL SPACES  
2 ADA SPACES  
BUILD 13  
70'x150'  
10,500 SF  
14 TOTAL SPACES  
2 ADA SPACES  
OUTLOT #1  
2.00 AC

BUILD 1  
35'x150'  
5,250 SF  
Q = 30 GPD  
BUILD 2  
35'x150'  
5,250 SF  
Q = 30 GPD  
BUILD 3  
35'x150'  
5,250 SF  
Q = 30 GPD  
BUILD 4  
70'x150'  
10,500 SF  
Q = 60 GPD  
BUILD 5  
35'x150'  
5,250 SF  
Q = 30 GPD  
BUILD 6  
70'x150'  
10,500 SF  
Q = 60 GPD  
BUILD 7  
70'x150'  
10,500 SF  
Q = 60 GPD  
BUILD 8  
70'x150'  
10,500 SF  
Q = 60 GPD  
BUILD 9  
70'x150'  
10,500 SF  
Q = 60 GPD  
BUILD 10  
60'x150'  
9,000 SF  
Q = 60 GPD

N 34°36'44" E 734.34'

Q = 250 GPD

S 35°14'08" W 790.38'

HAYS COUNTY  
FITZHUGH ROAD  
(NO RECORD INFO)



## 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 related to Fire Code regulation of properties under a Development Agreement with the City of Dripping Springs.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

July 13, 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

Summary to be provided in 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 deliberation regarding employment and duties of all positions within the Hays County Transportation Department. Possible discussion and/or action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

July 13, 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

JONES

N/A

#### SUMMARY

Summary to be provided in Executive Session