

**Commissioners Court December 7, 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 **7<sup>th</sup> day of December 2021**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**CALL TO ORDER**

**INVOCATION**

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

**ROLL CALL**

**PUBLIC COMMENTS**

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

**PRESENTATIONS & PROCLAMATIONS**

1	4-5	Adopt a Proclamation declaring December 5th - 11th, 2021 as National Influenza Vaccination Week. <b>INGALSBE/T.CRUMLEY</b>
2	6	Update on the Dripping Springs Tax Increment Zone No. 1 and Zone No. 2 by David Edwards and Keenan Smith. <b>SMITH</b>

**CONSENT ITEMS**

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

3	7	Approve payments of County invoices. <b>VILLARREAL-ALONZO</b>
4	8	Approve payments of Juror checks. <b>VILLARREAL-ALONZO</b>
5	9	Approve the payment of United Healthcare claims. <b>VILLARREAL-ALONZO</b>
6	10-20	Approve Commissioners Court Minutes of September 7, 2021, September 13, 2021 and September 20, 2021. <b>BECERRA/CARDENAS</b>
7	21	Approve the payment of the December 15, 2021 payroll disbursements in an amount not to exceed \$3,160,000.00 effective December 15, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. <b>BECERRA/RICHEY</b>
8	22-23	Approve the appointments of John Nett, City of Buda Engineer and Floodplain Administrator as the primary voting member on the Technical Advisory Committee of CAMPO, and Chad Gilpin, City of Dripping Springs Engineer, as the alternate voting member. <b>JONES</b>
9	24-25	Approve the reappointments of Jerry Borcharding, Director of Transportation, as the primary voting member on the Technical Advisory Committee of CAMPO, and Winton Porterfield, Hays County Planner, as the alternate voting member. <b>JONES</b>
10	26	Approve the reappointments of Jim Hollis and Carol Greaves to serve on the board of Emergency Services District #8, two year terms ending on December 31, 2023. <b>JONES</b>
11	27	Approve the reappointments of Halley Ortiz, Bert Bronaugh, and JB Kolodzey to serve on the board of Emergency Services District #2, two year terms ending December 31, 2023. <b>JONES</b>
12	28	Approve the reappointment of Paul Terry to serve on the board of Emergency Services District #5, a two-year term ending December 31, 2023. <b>JONES</b>
13	29-37	Approve Utility Permits. <b>JONES/BORCHERDING</b>
14	38-39	Authorize pre-payment to Pedernales Electric Cooperative (PEC) to install electrical lines and poles to energize the Hays County property at 125 Camino De Rancho. <b>SHELL/BORCHERDING</b>
15	40-46	Authorize the Hays County Office of Emergency Services to use American Rescue Plan Funds in the amount of \$2,669,000.00 to install radio equipment on existing structures and use \$2,929,300.00 to trade-in/replace existing radios countywide. <b>BECERRA/MIKE JONES</b>
16	47-72	Authorize the County Judge to execute the FY 2022 Interlocal Contract for the Next Generation 9-1-1 Database Program with the Capital Area Emergency Communications District (CAECD) for emergency communications Geographic Information Systems (GIS). <b>BECERRA/PACHECO</b>

17	73-74	Authorize payment to Beckwith Electronics Systems, LLC in the amount of \$630.00 for the County Court at Law Offices related to repairs to the CCL #2 courtroom microphone system where no purchase order was issued as required per the Hays County Purchasing Policy. <b>INGALSBE/CHRIS JOHNSON</b>
18	75-76	Authorize payment to Applied Concepts, Inc. in the amount of \$781.06 for the Department of Public Safety Hays County Division related to increased contract costs for the trooper's radar systems. <b>INGALSBE</b>
19	77	Authorize the Office of Emergency Services to accept a donation of \$733.05 from Natural Development Austin, LLC to pay for the Local Emergency Planning Committee Luncheon and amend the budget accordingly. <b>BECERRA/MIKE JONES</b>
20	78	Authorize the Office of General Counsel to provide a notice of termination to Dripping Springs for its 1445 Agreement with Hays County. <b>SMITH</b>

## ACTION ITEMS

### ROADS

21	79-82	Discussion and possible action to accept the maintenance bond rider extension from DNT Construction until June 12, 2022, for the Turnersville Road & Campo Del Sol Parkway Extension project, Maintenance bond #PB03016800230M in the amount of \$121,243.00. <b>JONES/BORCHERDING</b>
22	83-84	Discussion and possible action to call for a public hearing on December 21, 2021 to establish a "No Parking" zone along both sides of Bliss Spillar Road between September Song Drive and the end of Bliss Spillar Road. <b>JONES/SMITH/BORCHERDING</b>
23	85-86	Hold a public hearing with possible action to establish a "No Thru Truck Traffic" zone on York Creek Road, a segment of Francis Harris Lane, and a segment of Soechting Lane. <b>INGALSBE/BORCHERDING</b>
24	87-89	Hold a public hearing with possible action to establish a "Yield" sign on both sides of the low-water crossing on Trautwein Road for safety. <b>SMITH/BORCHERDING</b>
25	90	Discussion and possible action to approve the selection of Pape-Dawson Engineers, Inc. to perform Construction Engineering and Inspection (CE&I) services for the Old Bastrop Reconstruction and Safety Improvements project in Precinct 1; and to authorize staff and counsel to negotiate a Work Authorization under their On-Call CE&I contract. <b>INGALSBE/BORCHERDING</b>
26	91-100	Discussion and possible action to accept fiscal surety for the construction of street and drainage improvements in the amount of \$1,516,062.79 for Crosswinds, Phase 5 Subdivision (Bond # K40280649). <b>INGALSBE/BORCHERDING</b>
27	101-108	Discussion and possible action to accept fiscal surety for Paving, Drainage, and Erosion Sedimentation control improvements in the amount of \$2,372,341.50 for Driftwood Golf and Ranch, Phase 3 (Bond # 1001136082). <b>SMITH/BORCHERDING</b>

### SUBDIVISIONS

28	109-113	PLN-1802-PC; Hold a Public Hearing with possible action to approve the Bell Springs Ranches Subdivision, Section 1, Lot 2, Replat. <b>SHELL/MACHACEK</b>
29	114-123	PLN-1873-PC; Dripping Springs Ranch, Phase 2, Lots 1C-1 and 1C-2, Amended (2 Lots). Discussion and possible action to consider granting a variance to Chapter 715 § 3.01(C) of the Hays County Development Regulations. <b>SMITH/MACHACEK</b>

### MISCELLANEOUS

30	124-125	Discussion and possible action to approve the nomination of Commissioner Walt Smith to the Urban Counties Policy Committee for the 2022-2033 term. <b>SHELL</b>
31	126-127	Discussion and possible action to allocate funds in the amount of \$21,000.00 for additional field validation in relation to broadband mapping. <b>SHELL/T.CRUMLEY</b>
32	128-137	Discussion and possible action to consider granting a variance to Section 10.W.1 of the Hays County Rules for On-Site Sewage Facilities and allow issuance of development permits to the owner of 2000 S. <b>INGALSBE/MACHACEK</b>
33	138-139	Discussion and possible action to adopt new election precincts resulting from redistricting changes. <b>BECERRA/ANDERSON</b>
34	140	Discussion and possible action to award a contract for IFB 2021-B12 Countywide Dumpster with Waste Connections Lone Star, Inc. <b>BECERRA/T.CRUMLEY</b>
35	141-147	Discussion and possible action to authorize the execution of a Development Agreement between Hays County and The Overlook at the Preserve, Ltd., related to the development of real property located in Precinct 4 of Hays County. <b>SMITH</b>

36	148-155	Discussion and possible action to authorize the County Judge to execute the Genesis eBonds Licensing and Service Provider Agreement related to electronic bail bonds for the Hays County Jail. <b>BECERRA/CUTLER</b>
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### 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.

37	156	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. <b>BECERRA</b>
38	157	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 located on or near Stagecoach Trail in San Marcos, Texas and within Precinct 3. Possible discussion and/or action may follow in open court. <b>SHELL</b>
39	158	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and the Auditor's Office regarding the Emergency Rental Assistance Program and the employment and individual duties of all positions created in relation to the Program. Possible discussion and/or action may follow in open court. <b>INGALSBE</b>
40	159	Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Phoenix, Project Dark Monday and Project Wild Strawberry. 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.

41	Discussion and possible action related to the burn ban and/or disaster declaration. <b>BECERRA</b>
42	Discussion related to the Hays County inmate population, to include current population counts and costs. <b>BECERRA</b>
43	Discussion and possible action related to proposed bills in the 87th Special 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. <b>SMITH</b>
44	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>
45	Discussion and possible action regarding funding received or to be received by Hays County under the American Rescue Plan Act (ARPA). <b>BECERRA</b>

### ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 3<sup>rd</sup> day of December, 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

Adopt a Proclamation declaring December 5th - 11th, 2021 as National Influenza Vaccination Week.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	December 7, 2021	\$0.00

#### LINE ITEM NUMBER

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#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Hays County Local Health Department	INGALSBE	N/A

#### SUMMARY

To adopt a proclamation acknowledging December 5th-11th, 2021 as National Influenza Vaccination Week in Hays County.





**PROCLAMATION DECLARING DECEMBER 5<sup>th</sup> – 11<sup>th</sup>, 2021 as  
NATIONAL INFLUENZA VACCINATION WEEK**

**WHEREAS**, every year, an estimated 50,000 people die from influenza-related illnesses, and more than 710,000 are hospitalized nationwide; and

**WHEREAS**, seasonal influenza is caused by the influenza virus, which infects the respiratory tract (nose, throat, and lungs) causing severe illness and life-threatening complications in many people; and

**WHEREAS**, the single best method of prevention from catching and spreading influenza is to get a flu shot every year; and

**WHEREAS**, the best time to get vaccinated is in September or October, although getting vaccinated later in the season is still beneficial, since influenza activity generally peaks in our area around January and February; and

**WHEREAS**, every December the National Influenza Vaccination Week campaign is devoted to increasing knowledge, acceptance, and use of seasonal influenza vaccines to protect the public against serious life-threatening complications from the disease; and

**WHEREAS**, the annual observance of National Influenza Vaccination Week is intended to increase awareness and understanding of seasonal Influenza disease and its prevention at local, state, and national levels.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Hays County Commissioners Court does hereby proclaim December 5<sup>th</sup> – 11<sup>th</sup>, 2021 as:

**NATIONAL INFLUENZA VACCINATION WEEK**

Hays County urges everyone to make sure they and their loved ones are current on their seasonal Influenza immunization, as this protects them, their families, and our Community.

**ADOPTED THIS THE 7<sup>TH</sup> DAY OF DECEMBER 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. Cardenas**  
**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

Update on the Dripping Springs Tax Increment Zone No. 1 and Zone No. 2 by David Edwards and Keenan Smith.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

December 7, 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

Information will 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

Approve payment of County invoices.

#### ITEM TYPE

CONSENT

#### MEETING DATE

December 7, 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

December 7, 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

December 7, 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 September 7, 2021, September 13, 2021 and September 20, 2021.

#### ITEM TYPE

CONSENT

#### MEETING DATE

December 7, 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



SEPTEMBER 7, 2021

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 7<sup>th</sup> DAY OF SEPTEMBER 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  
ELAINE H. CÁRDENAS

COUNTY JUDGE  
COMMISSIONER, PCT. 1  
COMMISSIONER, PCT. 2  
COMMISSIONER, PCT. 3  
COMMISSIONER, PCT. 4  
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:**

Commissioner Debbie Gonzales Ingalsbe 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 concerning The Hunger Action agenda item and county spending and thanked the Hays County Food Bank. Elaine Cardenas, County Clerk, read a public comment emailed by Sharri Boyett in favor of funding the Pet Prevent a Litter (PALS) program.

**36766 ADOPT A PROCLAMATION RECOGNIZING TEXAS STATE UNIVERSITY DURING NATIONAL HISPANIC-SERVING INSTITUTIONS WEEK, SEPTEMBER 13-19, 2021.**

Dr. Martinez and Dr. Vasquez, Texas State University, stated that the university is celebrating its 10<sup>th</sup> year as a Hispanic Serving Institution. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a Proclamation recognizing Texas State University during National Hispanic-Serving Institutions Week, September 13-19, 2021. All present voted "Aye." MOTION PASSED.

**Clerk's Note:** Commissioner Smith arrived in court at 9:11 a.m. for the following proceedings.

**36767 ADOPT A PROCLAMATION DECLARING THE MONTH OF SEPTEMBER 2021 HUNGER ACTION MONTH IN HAYS COUNTY.**

Jamie Lee Case, Hays County Food Bank Board of Directors President, thanked the court for their support. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to adopt a Proclamation declaring the month of September 2021 Hunger Action Month in Hays County. All present voted "Aye." MOTION PASSED.

**36768 ADOPT A PROCLAMATION RECOGNIZING DIEZ Y SEIS DE SEPTIEMBRE CELEBRATING MEXICO'S INDEPENDENCE AGAINST SPAIN IN 1821.**

Anita Collins, founding member of the Council for the Indigenous and Tejano Community, provided a history of the holiday and thanked the court for their support. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Proclamation recognizing Diez y Seis de Septiembre celebrating Mexico's Independence against Spain in 1821. All present voted "Aye." MOTION PASSED.

**PRESENTATION AND UPDATE REGARDING THE LIMITED TAX BONDS 2021 SERIES AND LIMITED TAX REFUNDING BONDS TAXABLE SERIES 2021 BOND SALE FROM HAYS COUNTY'S FINANCIAL ADVISOR DAN WEGMILLER WITH SPECIALIZED PUBLIC FINANCE, INC. (SPFI)**



SEPTEMBER 7, 2021

Dan Wegmiller, Specialized Public Finance, presented on the Limited Tax Bonds 2021 Series and Limited Tax Refunding Bonds Taxable Series 2021 bond sale. No action taken.

**36769        APPROVE PAYMENTS OF COUNTY INVOICES.**

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

**36770        APPROVE PAYMENTS OF JUROR CHECKS.**

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

**36771        APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.**

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

**36772        APPROVE THE PAYMENT OF THE SEPTEMBER 15, 2021 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$3,150,000.00 EFFECTIVE SEPTEMBER 15, 2021 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to approve the payment of the September 15, 2021 payroll disbursements in an amount not to exceed \$3,150,000.00 effective September 15, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

**36773        AUTHORIZE THE ACCEPTANCE OF A GRANT AMENDMENT TO DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE COVID-19 FUNDING RELATED TO TEMPORARY PERSONNEL AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the acceptance of a grant amendment to Department of State Health Services (DSHS) for the COVID-19 Funding related to temporary personnel and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**36774        AUTHORIZE PAYMENT TO FEDEX OFFICE FOR EMERGENCY RENTAL ASSISTANCE PROGRAM PRINTING IN THE AMOUNT OF \$743.48 IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER THE HAYS COUNTY PURCHASING POLICY.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize payment to FedEx Office for Emergency Rental Assistance Program printing in the amount of \$743.48 in which no purchase order was issued as required per the Hays County Purchasing Policy. All present voted "Aye." MOTION PASSED.

**36775        ACCEPT A PROPOSAL FROM BECKWITH ELECTRONIC SYSTEMS, LLC IN THE AMOUNT OF \$8, 390 FOR REPAIRS NEEDED TO THE CRESTRON SYSTEM IN DISTRICT COURTROOM #7 OF THE GOVERNMENT CENTER; AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE 262.024A (7) (D) AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to accept a proposal from Beckwith Electronic Systems, LLC in the amount of \$8,390 for repairs needed to the Crestron System in District Courtroom #7 of the Government Center; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024A (7) (D) and amend the budget accordingly. All present voted "Aye." MOTION PASSED.



**36776 APPROVE UTILITY PERMITS.**

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

**Clerk's Note Agenda Item #13 RE:** AMEND VARIOUS DEPARTMENTAL OPERATING, SPECIAL REVENUE AND CAPITAL PROJECT BUDGETS IN PREPARATION FOR FISCAL YEAR 2021 THIRD QUARTER FINANCIAL REPORTING. – **WAS PULLED.**

**36777 AUTHORIZE THE ACCEPTANCE AND EXECUTION OF THE 2022 TEXAS VICTIM INFORMATION & NOTIFICATION EVERYDAY (VINE) PROGRAM SERVICE AGREEMENT RENEWAL.**

A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the acceptance and execution of the 2022 Texas Victim Information & Notification Everyday (VINE) Program Service Agreement Renewal. All present voted "Aye." MOTION PASSED.

**36778 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR THE OFFICE BUILDING FOR SUMMER MOON COFFEE AT 1800 ELDER HILL ROAD, DRIFTWOOD, TEXAS 78619.**

A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for the office building for Summer Moon Coffee at 1800 Elder Hill Road, Driftwood, Texas 78619. All present voted "Aye." MOTION PASSED.

**36779 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR THE OFFICE/WAREHOUSE BUILDING #2 LOCATED AT 6750 S. OLD BASTROP HWY, SAN MARCOS, TEXAS 78666.**

A motion was made Commissioner Shell, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for the office/warehouse building #2 located at 6750 S. Old Bastrop Hwy, San Marcos, Texas 78666. All present voted "Aye." MOTION PASSED.

**36780 AUTHORIZE THE RENEWAL OF THE HAYS COUNTY ACCIDENT INSURANCE POLICY WITH LA VERNIA INSURANCE AGENCY RELATED TO ALL AUTHORIZED VOLUNTEERS AT A PREMIUM RENEWAL RATE OF \$300.00.**

A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the renewal of the Hays County Accident Insurance Policy with La Vernia Insurance Agency related to all authorized volunteers at a premium renewal rate of \$300.00. All present voted "Aye." MOTION PASSED.

**36781 APPROVE SPECIFICATIONS FOR IFS 2021-809 US 290 W- HENLY LOOP AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.**

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve specifications for IFS 2021-809 US 290 W- Henly Loop and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." MOTION PASSED.

**36782 APPROVE THE APPOINTMENT OF COMMISSIONER WALT SMITH AS THE HAYS COUNTY REPRESENTATIVE TO THE LOWER COLORADO REGIONAL WATER PLANNING GROUP (REGION K), A FIVE-YEAR TERM EXPIRING IN 2026.**

Dan Lyon made a public comment against the Lower Colorado Regional Water Planning Group. A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve the appointment of Commissioner Walt Smith as the Hays County representative to the Lower Colorado Regional Water Planning Group (Region K), a five-year term expiring in 2026. All present voted "Aye." MOTION PASSED.



SEPTMBER 7, 2021

- 36783 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A FIRST AMENDMENT TO THE FY 2021 INTERLOCAL CONTRACT FOR THE NEXT GENERATION 9-1-1 DATABASE PROGRAM WITH THE CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT (CAECD) FOR EMERGENCY COMMUNICATIONS GEOGRAPHIC INFORMATION SYSTEMS (GIS).**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a First Amendment to the FY 2021 Interlocal Contract for the Next Generation 9-1-1 Database Program with the Capital Area Emergency Communications District (CAECD) for emergency communications Geographic Information Systems (GIS). All present voted "Aye." MOTION PASSED.

- 36784 AUTHORIZE THE EXECUTION OF AN AMENDED INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND BLANCO COUNTY REGARDING A RATE CHANGE FOR THE HOUSING AND CARE OF HAYS COUNTY INMATES FROM \$45.00 PER INMATE PER DAY TO \$52.00 PER INMATE PER DAY, EFFECTIVE OCTOBER 1, 2021.**

Dan Lyon made a public comment against inmate outsourcing and cost increases. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the execution of an amended Interlocal Cooperation Agreement between Hays County and Blanco County regarding a rate change for the housing and care of Hays County inmates from \$45.00 per inmate per day to \$52.00 per inmate per day, effective October 1, 2021. All present voted "Aye." MOTION PASSED.

- 36785 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT AMENDMENT WITH JM ENGINEER, LLC. RELATED TO TRAFFIC COUNTER INSPECTION AND MAINTENANCE PURSUANT TO RFP 2020-P15.**

Dan Lyon made a public comment against the contract. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Contract Amendment with JM Engineer, LLC. related to Traffic Counter Inspection and Maintenance pursuant to RFP 2020-P15. All present voted "Aye." MOTION PASSED.

- 36786 APPROVE THE TREASURER'S AND INVESTMENT REPORTS FOR THE QUARTER 1, QUARTER 2 AND QUARTER 3 OF 2021.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the Treasurer's and Investment Reports for the Quarter 1, Quarter 2 and Quarter 3 of 2021. All present voted "Aye." MOTION PASSED.

- 36787 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE 5TH LETTER AMENDMENT FOR A TIME EXTENSION TO A PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND LOCKWOOD, ANDREWS AND NEWMAN, INC. EXECUTED ON OR ABOUT OCTOBER 31, 2017 FOR RIGHT OF WAY SERVICE FOR DACY LANE, PHASE II FROM AMBERWOOD LOOP TO HILLSIDE TERRACE, ROAD WIDENING AND REALIGNMENT PROJECT.**

Dan Lyon made a public comment against the time extension. Commissioner Ingalsbe stated there have been challenges with Right-of-Way acquisitions. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute the 5<sup>th</sup> Letter of Amendment for a time extension to a Professional Services Agreement (PSA) between Hays County and Lockwood, Andrews and Newman, Inc. executed on or about October 31, 2017 for Right of Way Service for Dacy Lane, Phase II from Amberwood Loop to Hillside Terrace, road widening and realignment project. All present voted "Aye." MOTION PASSED.



SEPTEMBER 7, 2021

**36788 DISCUSSION AND POSSIBLE ACTION TO CALL FOR A PUBLIC HEARING ON SEPTEMBER 21, 2021 TO ESTABLISH A 4-WAY STOP AT THE INTERSECTION OF GREEN PASTURES DRIVE AND SKYVIEW TERRACE IN GREEN PASTURES SUBDIVISION.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to call for a public hearing on September 21, 2021 to establish a 4-way stop at the intersection of Green Pastures Drive and Skyview Terrace in Green Pastures Subdivision. All present voted "Aye." MOTION PASSED.

**36789 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF WIMBERLEY RELATING TO THE COUNTY'S RM 12 AT RM 3237 INTERSECTION IMPROVEMENT PROJECT AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Wimberley relating to the County's RM 12 at RM 3237 Intersection Improvement Project and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**36790 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$39,000 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND LJA ENGINEERING RELATED TO RIGHT-OF-WAY ACQUISITION SERVICES FOR THE HILLSIDE TERRACE SAFETY IMPROVEMENTS (IH35 TO FM2001) PROJECT IN PRECINCT 2.**

Dan Lyon made a public comment against the time extensions. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$39,000 to the Professional Services Agreement between Hays County and LJA Engineering related to right-of-way acquisition services for the Hillside Terrace Safety Improvements (IH35 to FM2001) project in Precinct 2. All present voted "Aye." MOTION PASSED.

**36791 PLN-1702-NP; DISCUSSION AND POSSIBLE ACTION TO APPROVE THE FINAL PLAT FOR THE BELLA CASCATA SUBDIVISION.**

Colby Machacek, County Planner with Development Services, stated this has full staff recommendation. A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve the final plat for the Bella Cascata Subdivision. All present voted "Aye." MOTION PASSED.

**36792 PLN-1757-PC; CALL FOR A PUBLIC HEARING ON SEPTEMBER 21, 2021 TO DISCUSS FINAL PLAT APPROVAL OF THE RE PLAT OF LOT 4, LOS RANCHOS SUBDIVISION.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to call for a Public Hearing on September 21, 2021 to discuss final plat approval of the Replat of Lot 4, Los Ranchos Subdivision. All present voted "Aye." MOTION PASSED.

**36793 SUB-1279; OUR PLACE PHASE 2 SECTION 2 (22 LOTS). DISCUSSION AND POSSIBLE ACTION TO APPROVE FINAL PLAT AND CONSIDER GRANTING A VARIANCE FROM SECTION 721.4.02 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.**

Marcus Pacheco, Development Services Director, stated the developer requested that the road be privately maintained. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve final plat and variance from Section 721.4.02 of the Hays County Development Regulations. All present voted "Aye." MOTION PASSED.



SEPTMBER 7, 2021

**Clerk's Note Agenda Item #31 RE:** *DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN HAYS COUNTY AND DRIFTWOOD GOLF CLUB DEVELOPMENT, INC., RELATED TO THE DEVELOPMENT OF REAL PROPERTY LOCATED IN PRECINCT 4 OF HAYS COUNTY. – WAS PULLED.*

**36794 DISCUSSION AND POSSIBLE ACTION TO APPROVE THE SELECTION OF HALFF ASSOCIATES INC. TO DELIVER SCHEMATIC DESIGN FOR THE WILLOW CREEK DRAINAGE PROJECT; AND AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A CONTRACT.**

Commissioner Shell stated this project will relieve flood plain issues in Precincts 1 and 3. Commissioner Ingalsbe stated support for the project. A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the selection of Halff Associates Inc. to deliver schematic design for the Willow Creek Drainage project; and authorize staff and counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.

**DISCUSSION AND POSSIBLE ACTION TO APPOINT A REPRESENTATIVE TO THE BOARD OF DIRECTORS OF COMMUNITY ACTION INC. OF CENTRAL TEXAS TO REPLACE ROSALBA MERCHANT.**

Judge Becerra stated that the court will provide names for consideration at the next meeting. No action taken.

**36795 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE A CONTRACT AMENDMENT WITH ASPHALT INC., LLC. DBA LONE STAR PAVING RELATED TO IFS 2021-811 ROAD IMPROVEMENTS REMOVE & REPLACE HOT MIX PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CH. 262.0305, EFFECTIVE MONDAY, AUGUST 22, 2021.**

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize a Contract Amendment with Asphalt Inc., LLC. dba Lone Star Paving related to IFS 2021-811 Road Improvements Remove & Replace Hot Mix pursuant to Texas Local Government Code, Ch. 262.0305, effective Monday, August 22, 2021. All present voted "Aye." MOTION PASSED.

**36796 DISCUSSION AND POSSIBLE ACTION TO APPROVE A RESOLUTION SUPPORTING THE SUBMISSION OF A GRANT APPLICATION BY CONNECTED NATION TO THE ST. DAVID'S FOUNDATION.**

Commissioner Shell described the process for identifying areas that need broadband connection improvements. Commissioner Smith stated his support for the project. A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve a Resolution Supporting the Submission of a Grant Application by Connected Nation to the St. David's Foundation. All present voted "Aye." MOTION PASSED.

**36797 DISCUSSION AND POSSIBLE ACTION TO ACCEPT PROPOSALS FROM WATER & EARTH TECHNOLOGIES (WET) RELATED TO LOW WATER CROSSING EARLY WARNING SYSTEM REPAIRS FOR THREE SITES; AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO LOCAL GOVERNMENT CODE, CH. 262.024(A)(7)(D) AND AMEND THE BUDGET ACCORDINGLY.**

Commissioner Smith stated utility relocations should be included in future projects. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to accept Proposals from Water & Earth Technologies (WET) related to Low Water Crossing Early Warning System repairs for three sites; authorize a discretionary exemption pursuant to Local Government Code, Ch. 262.024(a)(7)(D) and amend the budget accordingly. All present voted "Aye." MOTION PASSED.



SEPTEMBER 7, 2021

**DISCUSSION AND POSSIBLE ACTION REGARDING THE USE OF FUNDS FROM THE AMERICAN RESCUE PLAN ACT OF 2021 (H.R. 1319) ALLOCATION.**

Commissioner Smith stated the Auditor's office does not have the resources to manage the funds from the American Rescue Plan Act. Marisol Villarreal-Alonzo, Auditor, asked the court to manage the funds. Judge Becerra stated that Requests for Qualifications will be presented at the next court meeting. The court had a lengthy discussion on the potential uses for the funds. No action taken.

**Clerk's Note:** Executive session began at 10:40 a.m. and resumed back into open court at 12:17 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 RIGHT OF WAY LOCATED AT OR NEAR CR 266 IN PCT. 1. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.**

No action taken.

**EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.087 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS ASSOCIATED WITH PROJECT DEEP GOLDEN, PROJECT SUFC, PROJECT VINCERE AND PROJECT ENF. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.**

No action taken.

**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 taken.

**EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING PENDING AND/OR CONTEMPLATED LITIGATION INVOLVING HAYS COUNTY. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.**

No action taken.

**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 OWNED BY HAYS COUNTY LOCATED ALONG YARRINGTON ROAD, SAN MARCOS IN PCT. 1. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.**

No action taken.



SEPTEMBER 7, 2021

**36798 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: 43 CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE OR VALUE OF RIGHT OF WAY ALONG PROPOSED FM110 IN PCT 1. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize execution of the Permanent Road Right of Way Easement for the Gary Job Corps Center between Hays County and the Department of Labor as presented in Executive Session. All present voted "Aye." MOTION PASSED.

**Clerk's Note Agenda Item #44 RE:** *DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION. - WAS PULLED.*

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

Judge Becerra read the Sheriff's update of the inmate population. Current jail capacity remains at 368 inmates. Peak was 620 for the week of August 29 - September 4, 2021. The estimated cost for outsourcing inmates this week was \$73,470. The average number of outsourced males is 178 and females is 0. This week's inmates were housed in the following counties: Atascosa, Blanco, Comal, Fort Bend, Guadalupe, and Red River. The number of arrests made by agency are as follows; Buda Police Department – 4, Hays County Sheriff's Office – 60. Constable Precinct 1 – 1. Kyle Police Department – 25. San Marcos Police Department – 38. Texas State University – 38. No action taken.

**Clerk's Note Agenda Item #46 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 #47 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 12:18 p.m.

**I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on September 7, 2021.**



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





SEPTEMBER 13, 2021

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 13<sup>th</sup> DAY OF SEPTEMBER 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 SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA  
DEBBIE GONZALES INGALSBE  
LON A. SHELL  
WALT SMITH  
ELAINE H. CÁRDENAS

COUNTY JUDGE  
COMMISSIONER, PCT. 1  
COMMISSIONER, PCT. 3  
COMMISSIONER, PCT. 4  
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.

WITH COMMISSIONER MARK JONES BEING ABSENT AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Becerra called the meeting to order.

**36799 DISCUSSION AND POSSIBLE ACTION TO CREATE THE HAYS COUNTY SALARY GRIEVANCE COMMITTEE FOR THE REMAINDER OF THE FISCAL YEAR PURSUANT TO CHAPTER 152 OF THE LOCAL GOVERNMENT CODE.**

Judge Becerra stated the meeting today is to draw a bigger pool of names. Mark Kennedy, General Counsel, reviewed the statute pertaining to the Salary Grievance Committee. The first request for a hearing of the committee was received on 09/01/2021. He stated after drawing 30 names today, that the committee can be formed, along with alternates. Elaine H. Cardenas, County Clerk, gave recommendations for future Grievance Committee meetings and asked for clarification on which office is responsible for the coordination of said committee. Judge Becerra stated the County Clerks Office will handle the full process for future committees. Judge Becerra pulled the names and Elaine H. Cardenas read aloud the following: Bobby Henson, Shana Red, Scott Fiser, Jesus Almanza, Juan Paredes, Virgie Herrera, Douglas Meyers, Danielle Doyle, Dante Foster, Stephen Rothrock, Walter Kennedy, Payten Spielberger, Seth Levanen, Jacob Gannon, Derek Bartz, Jennifer Hier, Matthew Buck, Guadalupe Leal, John McCoy, Arcelia Gibbs, Brian Joe, Lenase Hughley, Aaron Garcia, Brianna Bonnet, Sonja Lane, Mark Boyd, Raymond Benoist, Easterling Davis III, Adolfo Herrera, and Amy Wilson. Judge Becerra stated the meeting will take place Monday, September 20, 2021 @ 4:30 pm. Mark Kennedy stated the members chosen from the first attempt will be used and the names pulled today will be added. Commissioner Shell asked if there could be a stipulation added to include department heads in the event there were not enough participants. Mark Kennedy stated we could call for an Emergency Meeting if we are short of members that will participate. Commissioner Ingalsbe asked for clarification on the committee members. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to accept the names that have been read.**

**ADJOURNMENT**

A motion was made by Judge Becerra, seconded by Commissioner Smith to adjourn court at 2:52 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on September 13, 2021.



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



SEPTEMBER 20, 2021

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 20th DAY OF SEPTEMBER 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 SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA  
ELAINE H. CÁRDENAS

COUNTY JUDGE  
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:**

Judge Becerra called the meeting to order.

**1. PRESENTATION FROM COUNSEL REGARDING SALARY GRIEVANCE COMMITTEE PROCEDURES. 2. HEARING(S) REGARDING GRIEVANCES FILED BY ELECTED OFFICIALS IN RESPONSE THE FY2022 BUDGET. 3. DELIBERATION OF COMMITTEE REGARDING GRIEVANCES FILED. 4. VOTE OF COMMITTEE FOR EACH GRIEVANCE.**

Mark Kennedy, General Counsel, spoke to the Salary Grievance Committee regarding procedures. Gary Cutler, Sheriff, presented the court with a handout to support an increase in salary. Constable John Ellen, Constable Precinct 5, gave a PowerPoint presentation on behalf of Constables Precincts 1 – 5 to support an increase in salaries. Shari Miller, Director of Human Resources, provided additional information to the Salary Grievance Committee regarding current salaries, grievance history and the salary analysis conducted. Deliberation was had by the committee regarding grievances filed. The committee recommended a 10.68% increase for all grievances. The recommended salaries for the Hays County Constables, Precincts 1 – 5, are \$86,000. A unanimous vote for the Hays County Sheriff's salary was made for \$122,482.00.

**ADJOURNMENT**

Judge Becerra adjourned the meeting at 7:18 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on September 20, 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 December 15, 2021 payroll disbursements in an amount not to exceed \$3,160,000.00 effective December 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	December 14, 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 December mid month payroll disbursements not to exceed \$3,160,000.00.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the appointments of John Nett, City of Buda Engineer and Floodplain Administrator as the primary voting member on the Technical Advisory Committee of CAMPO, and Chad Gilpin, City of Dripping Springs Engineer, as the alternate voting member.

#### ITEM TYPE

CONSENT

#### MEETING DATE

December 7, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Mark Jones

#### SPONSOR

JONES

#### CO-SPONSOR

N/A

#### SUMMARY



## 2022 APPOINTMENT TO THE TECHNICAL ADVISORY COMMITTEE

### PRIMARY VOTING MEMBER – (SMALLER CITIES):

\*Name: John Nett

\*Title: City Engineer

\*Organization: City of Buda

\*Representing: Hays County Smaller Cities

\*Address: 405 E. Loop St., Bldg. 100, Buda, TX 78610

\*Phone: 512-523-1025

\*Email: jnett@ci.buda.tx.us

\*Term Expiration: January 31, 2023

### ALTERNATE VOTING MEMBER – (SMALLER CITIES):

\*Name: Chad Gilpin

\*Title: City Engineer

\*Organization: City of Dripping Springs

\*Representing: Hays County Smaller Cities

\*Address: 511 Mercer St., Dripping Springs TX 7862

\*Phone: 512-858-4725

\*Email: cgilpin@cityofdrippingsprings.com

\*Term Expiration: January 31, 2023

**Return to:** Kimberly Petty, Executive Assistant  
CAMPO  
3300 N. IH-35, Suite 630  
Austin, Texas 78705  
[kimberly.petty@campotexas.org](mailto:kimberly.petty@campotexas.org)

\_\_\_\_\_  
Signature of Appointing Official

**\*DEADLINE FOR COMPLETED FORM - DECEMBER 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

Approve the reappointments of Jerry Borcharding, Director of Transportation, as the primary voting member on the Technical Advisory Committee of CAMPO, and Winton Porterfield, Hays County Planner, as the alternate voting member.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 7, 2021	N/A

#### LINE ITEM NUMBER

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#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mark Jones	JONES	N/A

#### SUMMARY

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## 2022 APPOINTMENT TO THE TECHNICAL ADVISORY COMMITTEE

### PRIMARY VOTING MEMBER:

\*Name: Jerry Borcharding

\*Title: Director of Transportation

\*Organization: Hays County

\*Representing: Hays County

\*Address: 2171 Yarrington Rd. San Marcos, TX 78666

\*Phone: 512-738-2080

\*Email: jerry@co.hays.tx.us

\*Term Expiration: January 31, 2023

### ALTERNATE VOTING MEMBER:

\*Name: Winton Porterfield

\*Title: Planner

\*Organization: Hays County

\*Representing: Hays County

\*Address: 2171 Yarrington Rd. San Marcos, TX 78666

\*Phone: 512-560-7734

\*Email: winton.porterfield@co.hays.tx.us

\*Term Expiration: January 31, 2023

**Return to:** Kimberly Petty, Executive Assistant  
CAMPO  
3300 N. IH-35, Suite 630  
Austin, Texas 78705  
[kimberly.petty@campotexas.org](mailto:kimberly.petty@campotexas.org)

\_\_\_\_\_  
Signature of Appointing Official

**\*DEADLINE FOR COMPLETED FORM - DECEMBER 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

Approve the reappointments of Jim Hollis and Carol Greaves to serve on the board of Emergency Services District #8, two year terms ending on December 31, 2023.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 7, 2021	N/A

#### LINE ITEM NUMBER

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#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mark Jones	JONES	N/A

#### SUMMARY

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the reappointments of Halley Ortiz, Bert Bronaugh, and JB Kolodzey to serve on the board of Emergency Services District #2, two year terms ending December 31, 2023.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 7, 2021	N/A

#### LINE ITEM NUMBER

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#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mark Jones	JONES	N/A

#### SUMMARY

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the reappointment of Paul Terry to serve on the board of Emergency Services District #5, a two-year term ending December 31, 2023.

#### ITEM TYPE

CONSENT

#### MEETING DATE

December 7, 2021

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Mark Jones

#### SPONSOR

JONES

#### 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 Utility Permits.

#### ITEM TYPE

CONSENT

#### MEETING DATE

December 7, 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-2021-5178-UTL Road Name: Lois Lane (Trench) Utility Company: Goforth (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 1/3/2022 .

#### Utility Company Information:

Name: GoForth SUD

Address: 8900 Niederwald Strasse Kyle TX

Phone: 5126444640

Contact Name: Mario Tobias

#### Engineer / Contractor Information:

Name: Southwest Engineers, Inc.

Address: 307 St. Lawrence Gonzales TX 78629

Phone: 9797435609

Contact Name: Neal Goedrich

#### Hays County Information:

Utility Permit Number: TRN-2021-5178-UTL

Type of Utility Service: Water line

Project Description:

Road Name(s): Dacy Lane/ Marsh Lane, Lois Lane, , , , ,

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

12/01/2021

Signature

Title

Date

# CONSTRUCTION DRAWINGS FOR LOIS LANE 12" WATER LINE EXTENSION

GOFORTH S.U.D.

HAYS COUNTY, TEXAS

NOVEMBER 2021

SWE PROJECT # 0092-091-21

## BOARD OF DIRECTORS

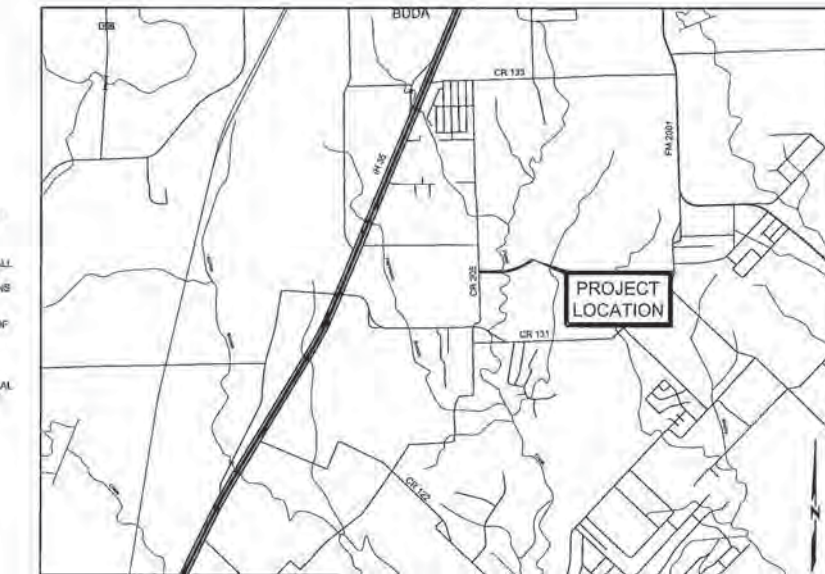
PRESIDENT	RONALD BELL
VICE PRESIDENT	TRAVIS McDONALD
SECRETARY/TREASURER	LEBLEY SIMPSON
DIRECTOR	ELISANDRO LEOS
DIRECTOR	JOE MAXWELL
DIRECTOR	SARA FAIRCHILD
GENERAL MANAGER	MARIO TOBIAS
CONSTRUCTION INSPECTOR	BILLY HAJOVSKY

CONTRACTOR IS FULLY RESPONSIBLE FOR FIELD LOCATING ALL EXISTING UNDERGROUND UTILITIES WITHIN WORK AREA. COMPLETE AS-BUILT INFORMATION FOR UNDERGROUND UTILITIES ARE NOT AVAILABLE AND NO GUARANTEE IS MADE AS TO THEIR LOCATION. CONTRACTOR WILL EMPLOY CONSTRUCTION METHODS NECESSARY TO ENSURE UNDERGROUND UTILITIES ARE NOT DAMAGED (I.E. HAND DIGGING, ETC.). CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES TO THE EXISTING PUBLIC OR PRIVATE UTILITY LINES AND SHALL REPAIR ANY UTILITIES DAMAGED TO THE OWNER'S SPECIFICATIONS AT NO COST TO THE OWNER.

THE ENGINEER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF THE SITE INFORMATION FURNISHED TO THE CONTRACTOR BY OWNER AND DOES NOT EXPRESSLY OR IMPLICITLY WARRANT SAME AND IS NOT RESPONSIBLE FOR ANY INTERPRETATIONS OR CONCLUSIONS REACHED BY THE CONTRACTOR WITH RESPECT THERETO. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY TO ITS OWN SATISFACTION ALL SITE INFORMATION, INCLUDING BUT NOT RESTRICTED TO TOPOGRAPHICAL DATA, BORINGS, SUBSURFACE INFORMATION, UTILITIES AND EASEMENTS AND TO ACCOUNT FOR ALL REASONABLY ANTICIPATED COSTS IN THEIR PROPOSAL FOR CONSTRUCTION.

## NOTES

1. CONTRACTOR SHALL CALL "ONE CALL SYSTEM OF TEXAS", (1 800 545-6000), PRIOR TO CONSTRUCTION FOR LOCATION OF ALL UNDERGROUND UTILITIES.
2. OFFSET DIMENSIONS ARE FROM THE FENCE/ROW LINES.
3. WATER LINE SHALL BE PVC, AWWA C900 OR 18".
4. WATER LINE TO BE RECESSED IN 15% GRAVEL, 36" DIAMETER OR SMALLER, OR MANUFACTURED SAND.
5. DETECTABLE MARKING TAPE TO BE PLACED PER DETAILS.
6. TRENCH SAFETY PROTECTION REQUIRED FOR TRENCH DEPTHS GREATER THAN 5'. ANY TRENCH GREATER THAN 5 FEET IN DEPTH SHALL HAVE SLOPING AREAS IN ACCORDANCE WITH CURRENT OSHA REGULATIONS OR BE SUPPORTED BY AN ADEQUATE TRENCH PROTECTIVE SYSTEM PREPARED BY AN EXPERIENCED, QUALIFIED PERSON OR ENGINEER.
7. ALL RESTRAINTS SHALL BE CSA MEGA-LUG, OR APPROVED EQUAL. ALL FITTINGS SHALL BE RESTRAINTED.
8. GATE VALVES TO BE PER AWWA C509 AND MANUFACTURED BY MUELLER OR CLOW.
9. ALL WATER LINES SHALL HAVE A MINIMUM COVER OF 48".
10. ALL BURIED METAL PIPE AND FITTINGS SHALL BE WRAPPED WITH 8 MIL POLYETHYLENE AND SEALED IN ACCORDANCE WITH AWWA C905. THE POLYETHYLENE WRAP SHALL BE SECURED WITH SUTURE TAPE.
11. DISINFECTION OF WATER LINES SHALL BE PER AWWA C651.
12. ALL MATERIALS IN CONTACT WITH WATER SHALL BE NSF BY APPROVED.
13. DUCTILE IRON FITTINGS TO MEET CURRENT AWWA REGULATIONS.
14. FOSTER ADAPTERS TO BE USED BETWEEN ALL FITTINGS & VALVES.
15. PIPE DOPE IS NOT ALLOWED ON ANY FITTINGS. TEFLON TAPE IS REQUIRED.
16. VALVE STEM EXTENSIONS ARE REQUIRED ON ALL VALVES & THE EXTENSION MUST BE INSTALLED WITHIN ONE FOOT OF FINISHED GRADE.
17. CONTRACTOR IS RESPONSIBLE FOR PRUNING OR MULCHING OR REMOVING ANY TREES.
18. ALL VALVE BOXES SHALL HAVE CONCRETE PAD, PER DETAILS.
19. CONTRACTOR SHALL ABIDE BY STATE AND COUNTY PERMITS.



## DRAWING INDEX

SHEET#	DRAWING#	DESCRIPTION
1.	--	COVER SHEET
2.	PP-1	WATER LINE PLAN & PROFILE (STA 0+00 - STA 7+50)
3.	PP-2	WATER LINE PLAN & PROFILE (STA 7+50 - STA 14+00)
4.	PP-3	WATER LINE PLAN & PROFILE (STA 14+00 - STA 21+50)
5.	MD-1	MISCELLANEOUS DETAILS
6.	MD-2	MISCELLANEOUS DETAILS



TEXAS ONE CALL SYSTEM  
1-800-545-6000

UNDER PENALTY OF LAW, THE CONTRACTOR IS  
REQUIRED TO CONTACT THE TEXAS ONE CALL SYSTEM  
AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

## CAUTION - ELECTRICITY PRESENT

THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS THAT ENTER OR  
WORK ON THIS PROJECT ARE RESPONSIBLE FOR LOCATING, LOCUS  
OR CALLING ON THE ELECTRIC UTILITIES. ALL OVERHEAD AND  
UNDERGROUND ELECTRICAL OF ANY NATURE AND FOR SAFELY LOCATING  
ALL UTILITIES ON THIS PROJECT, INCLUDING ANY OFF-SITE POLE  
AREAS SHOWN IN THE PLAN FROM ANY INTERFERENCE WITH THE  
ELECTRIC LINES FROM DAMAGING CHANGES OR DISCONNECTING THE  
ELECTRIC LINES, DETRIMENTAL DAMAGE MAY BE DONE BY ANY OTHER  
ACTIVITY OF ANY NATURE THAT COULD HARM ANY PERSONAL, IN ANY  
MANNER, THIS RESPONSIBILITY HEREBY REACKERS THE ENGINEER AND  
THE OWNER FROM ANY LIABILITY OF ANY NATURE.



**Southwest  
Engineers**

DATE: 11-17-21  
www.sweengineers.com

## HEADQUARTERS

2000 Bell Avenue South, Suite 1300  
Dallas, Texas 75224-1000

## CENTRAL TEXAS

2000 Bell Avenue South, Suite 1300  
Dallas, Texas 75224-1000

NO.	DATE	REVISION	APP. BY

THE SEAL APPEARING ON THIS  
DOCUMENT WAS AUTHORIZED  
BY NEAL R. GOEDRICH, P.E.  
REGISTERED  
BY THE DATE INDICATED. ANY  
ALTERATIONS OF THIS SEAL  
DOCUMENT WITHOUT PROPER  
NOTIFICATION TO THE  
RESPONSIBLE ENGINEER IS AN  
OFFENSE UNDER THE TEXAS  
ENGINEERING PRACTICE ACT.

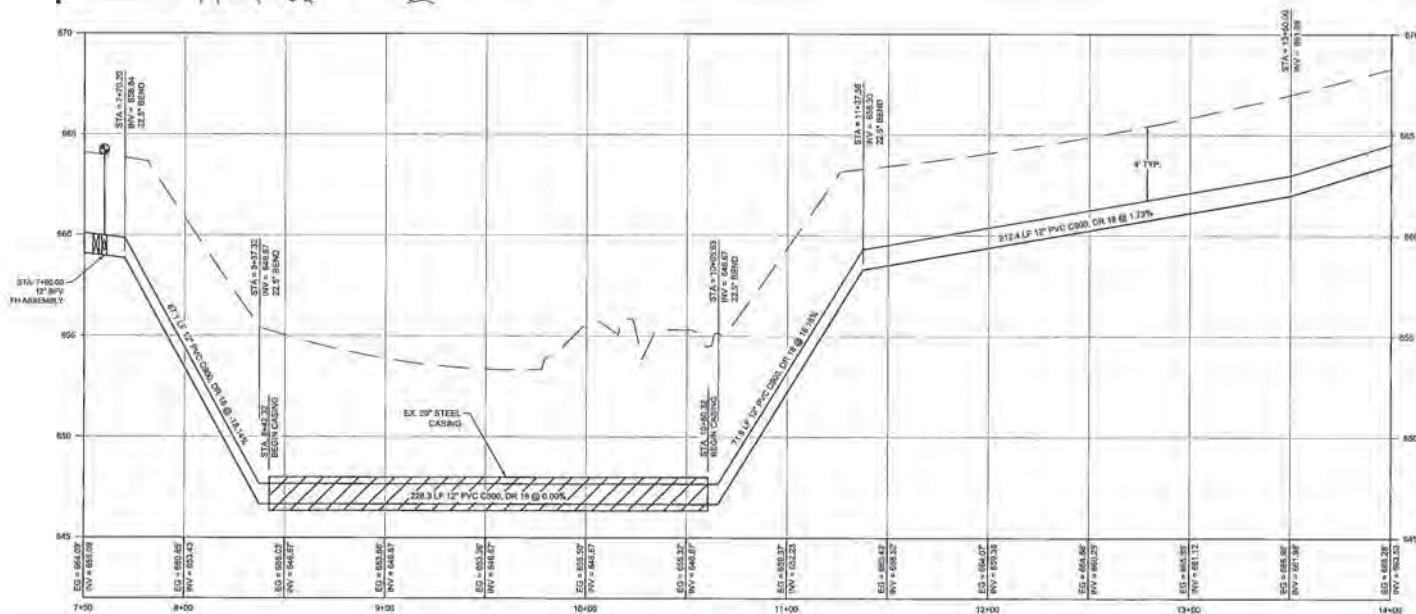
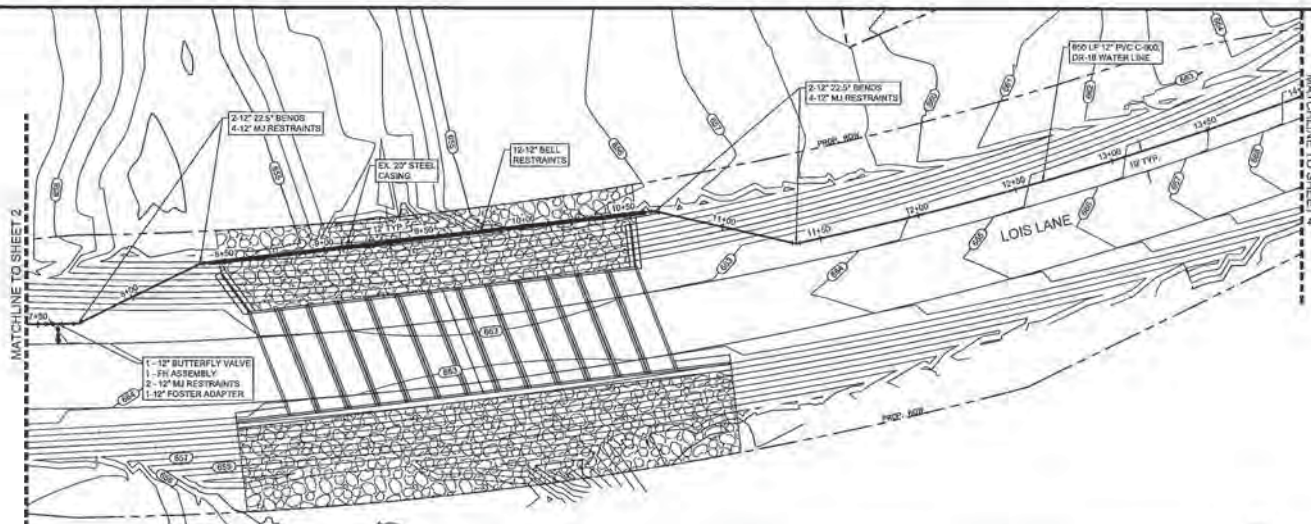


APPROVED BY: *[Signature]*  
NEAL R. GOEDRICH, P.E.

11-17-21  
DATE



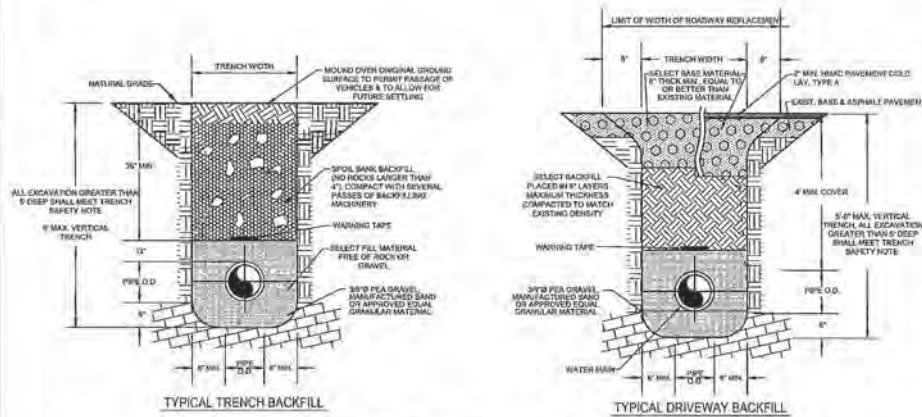




NO.	REVISION	DATE	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY NEAL R. GOODRICH, P.E.	HEADQUARTERS	206302020	PLAN & PROFILE (STA 7+50 - STA 14+00)	PROJECT NO. 0092-091-21
			THE DATE INDICATED ANY ALTERATIONS OF THIS SEALED DOCUMENT WITHOUT PRIOR NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.	200 Bell Commerce Street, Suite 1000 Ft. Worth, TX 76102 Tel: 817.339.4100 Fax: 817.339.4101	IF THIS SEAL DOES NOT VOUCHER FOR THE QUALITY OF THE WORK, IT IS VOID.	LOIS LANE 12" WATER LINE EXTENSION <b>GOFORTH S.U.D.</b> HAYS COUNTY, TEXAS	DRAWING NO. PP-2
				CENTRAL TEXAS 200 Commerce Park Loop, Suite 100, Suite 100 Ft. Worth, TX 76102 Tel: 817.339.4100	DRAWN BY: AMN DATE: 10/21 CHECKED BY: MRC DATE: 10/21		SHEET 3 OF 6







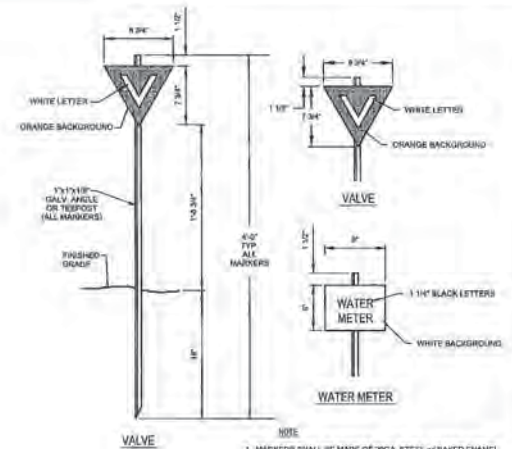
**TRENCHING DETAILS**  
SCALE: NONE

**TRENCHING NOTES**

1. ADDITIONAL BARRICADES & WARNING SIGNS SHALL BE REQUIRED BEFORE ANY WORK IS STARTED IN PUBLIC RIGHT-OF-WAY.
2. THE ROADWAY SHALL BE CUT ONLY WHERE REQUIRED BY THE ENGINEER.
3. NO MORE THAN HALF OF THE WIDTH OF THE ROAD SHALL BE CUT & CHANGED AT ONE TIME.
4. REFER TO SPECIFICATIONS FOR ANY SPECIAL REQUIREMENTS OR CONDITIONS.
5. BACKFILL SHALL BE COMPLETED IMMEDIATELY AFTER PIPELAYS LAYED WITHIN PUBLIC RIGHT-OF-WAYS OR CROSSING PUBLIC RIGHT-OF-WAYS & PRIVATE DRIVEWAYS.

**TRENCH SAFETY NOTE**

1. TRENCH SAFETY SYSTEM, SHIELDING OR BBS SLOPE TO BE IN ACCORDANCE WITH SDHS STANDARDS.
2. TRENCH SAFETY SYSTEM PLAN TO BE PROVIDED BY CONTRACTOR PRIOR TO CONSTRUCTION.



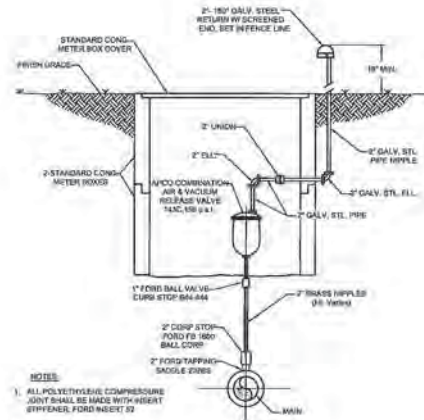
**NOTE**

1. MARKERS SHALL BE MADE OF 20GA. STEEL W/ BAKED ENAMEL FINISH SIMILAR TO THOSE MANUFACTURED BY RURAL WATER SPECIALTY CO., TULSA OK. MODEL 1002 FOR WATERLINE MARKERS & MODEL 1003 FOR VALVE MARKERS.
2. MARKERS SHALL BE PLACED AT ALL GATE VALVES, FLUSHING VALVES, AIR RELEASE VALVES, & WATER METERS.
3. PLASTIC OR PLEXIGLASS MARKERS MAY NOT BE SUBSTITUTED FOR STEEL.

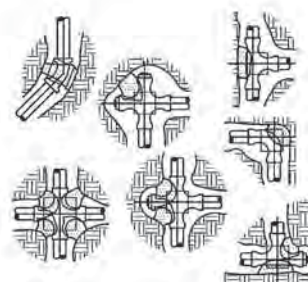
**MARKER DETAILS**  
SCALE: NONE

1. All fittings 4" and larger must be installed with Mega-Lug.
2. The valve on a hot tap must be anchored to the hot tap saddle.
3. All ductile iron fittings, valves, etc. must have a suitable foundation of concrete blocking.
4. The Construction Inspector is to inspect all dimension material prior to installation. The Contractor should coordinate with inspector on construction material dimensions.
5. Typically, no valves may be installed under drainage.
6. Prior to construction the Contractor shall coordinate a Pre-Construction Conference with the Construction Inspector.
7. The Construction Inspector must be present prior to and during distribution and pressure testing.
8. Orders will provide either for pressure testing and distribution testing at owner's established rates. Water for other construction purposes may or may not be available. The Contractor shall coordinate with the Construction Inspector for water all arrangements for water.
9. Valve housings and meter boxes installed within public right-of-way must be 2'-0" above finished grade for approval. Any valve housings or meter boxes located within public right-of-way at or below grade will not be accepted. Any valve housings installed within private easement can be installed at finished grade.
10. All meter distribution and transmission meter fittings must be ductile iron.
11. All bottom Mechanical Joints (MJ) and Mega-Lugs must be wrapped in plastic until its concrete being poured.
12. Adequate effective protection must be maintained to prevent backflow contamination samples may be taken.
13. Any connection taking Chlorine Gas for consumption purposes or for the water meter being installed must have an air gap of the entry point on the back or breakless preventer at the bottom of tank.
14. All residuals water samples must be taken by the Construction Inspector.
15. After final acceptance, by Goforth, of the water system improvements, Goforth will be provided a water meter warranty by the Contractor.
16. Upon final acceptance, by Goforth, of the water system improvements, the improvements will become the property of Goforth.
17. Water and Wastewater services must maintain a minimum of 12" vertical separation, preferably 24".
18. All valves 12" nominal size and above shall be butterfly valves rather than gate valves.
19. All meter boxes must have openings no pipe in the casing on water line 12" and above.
20. Goforth S.U.D. Construction Inspector has full responsibility of reviewing contractor's work, materials, etc. Failure to comply with Goforth specifications will result in rejection of the work & delay of service until compliance is met.

**GENERAL CONSTRUCTION NOTES**



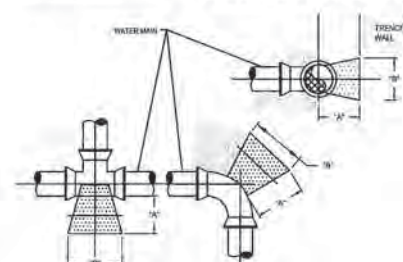
**AIR RELEASE VALVE DETAIL**  
SCALE: NONE



**NOTES**

1. THE EARTH BEARING SURFACE SHALL BE THE UNDISTURBED TRENCH WALL.
2. ALL PIPE JOINTS SHALL BE SET FREE FROM CONCRETE.
3. ALL THRUST BLOCKS SHALL CONTAIN A MINIMUM OF 1 1/2 CUBIC YARDS OF CONCRETE.
4. CONCRETE SHALL BE 3000 p.s.i. AT 28 DAYS MINIMUM.
5. ALL FITTINGS AND FITTING JOINTS MUST BE WRAPPED W/ THREE LAYERS OF SAIL POLYETHYLENE IN ACCORDANCE WITH AWWA C105.
6. 12" 12x12" THICK CONCRETE BLOCKS SHALL BE INSTALLED DIRECTLY UNDER ALL VALVES, FITTINGS, ETC.

**THRUST BLOCK ANCHORING DETAIL**  
SCALE: NONE



**THRUST BLOCK DIMENSIONING DETAIL**  
SCALE: NONE

PIPE SIZE	DIMENSION "IN" (ROUND)			
	3" DIA.	4" DIA.	6" DIA.	8" DIA.
1" DIA.	1'-3"	1'-4"	1'-4"	1'-4"
2" DIA.	1'-4"	1'-4"	1'-4"	1'-4"
3" DIA.	1'-4"	1'-4"	1'-4"	1'-4"
4" DIA.	1'-4"	1'-4"	1'-4"	1'-4"
6" DIA.	1'-4"	1'-4"	1'-4"	1'-4"
8" DIA.	1'-4"	1'-4"	1'-4"	1'-4"

DIMENSION "IN" SHALL BE A MINIMUM OF 1'-0" BUT IS TO BE INCREASED WHERE NECESSARY TO PROVIDE BEARING AGAINST UNDISTURBED TRENCH WALL.

NO.	REVISION	DATE	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MEAL R. GOFORTH, P.E.	HEADQUARTERS 2001 South Lamar Blvd., Suite 100, Austin, TX 78704 P: 512.476.1000 F: 512.476.1001	WARNING IF THIS SEAL DOES NOT READ MEAL R. GOFORTH, P.E. IT IS INVALID.	MISCELLANEOUS DETAILS	PROJECT NO. 0092-091-21
			THE DATE INDICATED, ANY ALTERATIONS OF THIS SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.	CENTRAL TEXAS 2001 South Lamar Blvd., Suite 100, Austin, TX 78704 P: 512.476.1000 F: 512.476.1001	DRAWN BY: AMW DATE: 10/21	LOIS LANE 12" WATER LINE EXTENSION GOFORTH S.U.D. HAYS COUNTY, TEXAS	DRAWING NO. MD-1
					CHECKED BY: NRG DATE: 10/21		SHEET 5 OF 8



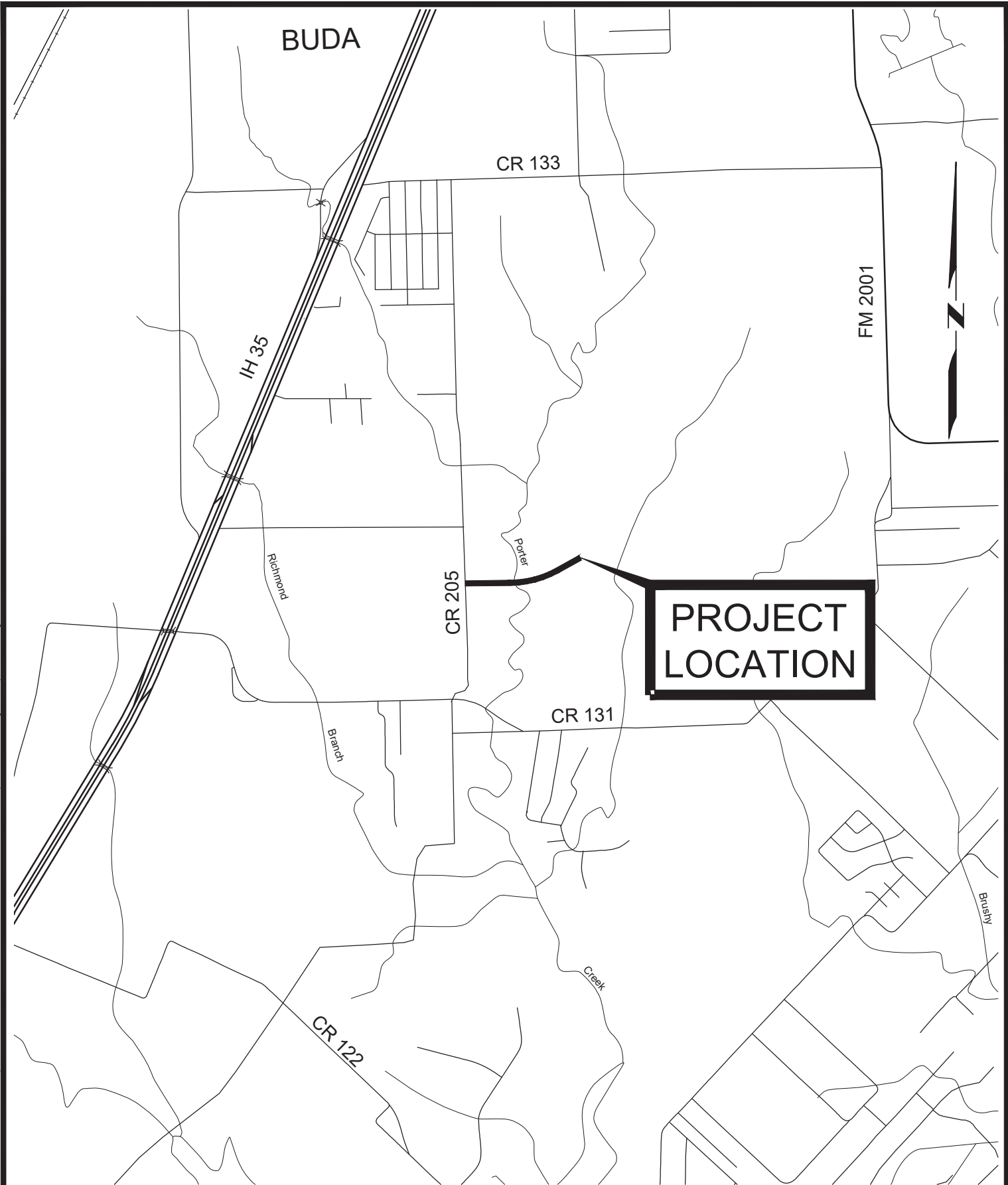
1. STEEL FENCES WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLOANT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE IMBEDDED A MINIMUM OF ONE FOOT.
2. THE TOP OF THE SILT FENCE SHALL BE TRIMMED WITH A GRADE OR MECHANICAL TRIMMER SO THAT THE DOWNSLOPE FLAP OF THE FENCE IS FLAT AND PERPENDICULAR TO THE DIRECTION OF FLOW. FENCE TRIMMER BE TRIMMED IN (E.G. PAVEMENT), WEIGHT-BEARING FLAP WITH RASPY GRASS, OR ON A SLOPE TO AVOID A SOURCE OF EROSION.
3. THE TRIMMER MUST BE A MINIMUM OF 8 INCHES WIDE TO ALLOW FOR THE SILT FENCE FACING TO BE LAIN IN THE GROUIND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH POST. SUPPORT POST OR TO WOODEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST.
5. INSPECTION SHALL BE MADE WEEKLY ON AFTER EACH RAINFALL EVENT AND REPAIR OR REPAIR OR REPAIR SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPIDE STORM DRAIN OR BRIDGEWAY.
7. ACCUMULATED EROSION SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS NOT TO CONTRIBUTE TO ADDITIONAL EROSION.

**SILT FENCE DETAILS**  
SCALE: NONE

NO.	REVISION	DATE	<p>THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY <b>NEAL B. GODEFRICH, P.E.</b> WITHIN ON THE DATE INDICATED. ANY ALTERATIONS OF THIS SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.</p>   <p><b>Southwest Engineers</b> TERRY F. VINY www.swestengineers.com</p>	<p><b>HEADQUARTERS</b> 1901 South Commerce Street, Suite 100 Dallas, TX 75201-3044 P: 214-750-0100 F: 214-750-0101</p> <p><b>CENTRAL TEXAS</b> 1000 Commerce Park Lane, Box 3, Aubrey, TX 76401 P: 817-334-4320</p>	<p><b>REVISION</b> IF THIS BOX DOES NOT MEASURE 1", THE DRAWING IS NOT TO SCALE</p> <p>DRAWN BY: <b>AMH</b> DATE: <b>10/21</b></p> <p>CHECKED BY: <b>MRG</b> DATE: <b>10/21</b></p>	<p><b>MISCELLANEOUS DETAILS</b></p> <p><b>LOIS LANE 12" WATER LINE EXTENSION</b></p> <p><b>GOFORTH S.U.D.</b></p> <p><b>HAYS COUNTY, TEXAS</b></p>	<p>PROJECT NO. <b>0092-091-21</b></p> <p>DRAWING NO. <b>MD-2</b></p> <p>SHEET <b>6</b> OF <b>6</b></p>
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C:\CompanyData\Clients\0092-Goforth SUD\0092-091-21 - Lois Lane 12-inch Extension\Work in Progress\Cover.dwg Wed, Nov 17, 2021, 9:37am



SCALE: <u>NONE</u>
DRAWN BY: <u>MAM</u> DATE: <u>11/21</u>
CHECKED BY: <u>NRG</u> DATE: <u>11/21</u>
FILE: <u>0092-091-21</u>

<b>GENERAL LOCATION MAP</b>	
<b>GOFORTH S.U.D.</b> HAYS COUNTY, TEXAS	<div><b>Southwest Engineers</b> <small>TBPE NO. F-1909 www.swengineers.com</small></div> <div><small>HEADQUARTERS 301 Saint Lawrence Street, Gonzales TX 78629 P: 630.672.7546 F: 630.672.2034</small> <small>CENTRAL TEXAS 205 Cimarron Park Loop, Ste. B, Buda TX 78610 P: 512.312.6336</small></div>

## 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 pre-payment to Pedernales Electric Cooperative (PEC) to install electrical lines and poles to energize the Hays County property at 125 Camino De Rancho.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 7, 2021	\$10,315.45

#### LINE ITEM NUMBER

170-657-00.5741

#### 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

The Transportation Department would like to release payment to PEC to install electrical lines and poles to energize the Hays County property at 125 Camino De Rancho in the amount of \$10,315.45. Funds were budgeted in the Infrastructure Improvement Fund during the FY22 budget process for this project.

Attachment: PEC Quote# 222672



Pedernales Electric Cooperative  
1810 FM 150 West  
Kyle, Texas 78640  
pec.coop

**QUOTE: 222672**

Order Date: 11/01/2021  
Terms: Due Upon Receipt  
Expire Date: 02/01/2022

Contact: DJUAREZ/RHESS

HAYS COUNTY  
712 S STAGECOACH TRL STE 1071  
SAN MARCOS TX 78666-6247

Account: 907466

Page 1 of 1

Description: 147814 CL\_RU140\_HAYS/CO WELL SITE \_125 CAMINO DE RANCHO

Instructions: Before construction can begin, payment of the total due and all pending application fees must be received in full at the Kyle District office. The total estimate is valid for 90 days from the date of this statement. If you have any questions, please contact Kyle District Engineering at 1 800 868 4791, extension 7525, Monday through Friday between 8 a.m. and 5 p.m.

Member acknowledges the above referenced terms by making payment of estimated cost as quoted in this document.

CATALOG ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
CIAC-LINE EXTENSIONS	Total Construction-Line Extensions	1,000	EA	10,315.4500	10,315.45	

**MESSAGES**

Direct Inquiries to:  
Kyle Planning Department  
1-877-372-0391, option 4  
Fax: 512-268-0328  
KylePlanning@peci.com

**TOTAL ORDER AMOUNT:** \$ 10,315.45

## 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 Hays County Office of Emergency Services to use American Rescue Plan Funds in the amount of \$2,669,000.00 to install radio equipment on existing structures and use \$2,929,300.00 to trade-in/replace existing radios countywide.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 7, 2021	\$5,598,300

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mike Jones	BECERRA	N/A

#### SUMMARY

This migration to 700mhz P25 radios will replace the soon to be unsupported 800mhz radios remaining in the County. Additionally the 700 P25 Tower additions will have a dramatic increase of coverage in the county. Collectively, this will ensure future public safety interoperability and coverage in previously unsupported areas in the county.

**Binding Construction / Installation Proposal****LCRA and Hays County**

This Binding Construction / Installation Proposal (this “Proposal”) is issued under and subject to that certain Interlocal Cooperation Act Agreement for Mobile Radio Services and Equipment between the Parties listed above (the “Interlocal Agreement”). This Proposal is further subject to the Terms and Conditions attached hereto.

In the event of any conflict or inconsistency between the terms and provisions of this Proposal and the terms and provisions of the Interlocal Agreement, with respect to the Project identified below only, the terms and provisions of this Proposal shall control.

**CUSTOMER: Hays County**

**Office of Emergency Services**  
712 S. Stagecoach Tr., Ste. 1071  
San Marcos, TX 78666  
Attn: Mike Jones

**PROJECT: Hays County 700 P25 Tower Additions****DATE SUBMITTED: December 1, 2021****PROPOSAL EXPIRATION DATE: December 23, 2021****SERVICES: LCRA will provide materials and labor necessary to complete the following scope:**

- Install 700 MHz P25 Antennas and Related Equipment to expand radio coverage in the Dripping Springs and mid-Hays County areas.
  - Add two 2-site Simulcast clusters to improve predicted radio coverage in the region.
  - Utilize Phase II technology to increase voice capacity at each site.
  - Potential additional site locations include the existing Dripping Springs water tower and an existing American Tower site located near FM 150.
    - Site locations are dependent upon availability of space on the tower, remediation needed and coverage prediction.
  - Materials and labor, including:
    - P25 Site Channels
    - Hardware/Software FX
    - UPS with Bypass
    - Antenna System
    - Shelter
    - Microwave and Transport Electronics
    - Generator
    - Combiners
    - Tower Applications
    - Frequency Licensing (allocated by the regional frequency planning committee)
- The need for tower remediation is not apparent at this time, however any remediation costs are not currently included.

**SCHEDULE:**

**Begins:** The work can begin any time after this Proposal is signed by both parties.

**Completion:** This Project will be completed by 12/31/2022 [when all services contemplated hereunder have been successfully completed, or this Proposal has been terminated].

**PRICE:**

Phase 1 – Engineering/Design:	\$ 133,000
Phase 1 – Material Receipt by LCRA:	\$2,240,000
<u>Phase 2 – Construction/Installation:</u>	<u>\$ 296,000</u>
<b>Total Cost:</b>	<b>\$2,669,000</b>

**Billing Method:** Notwithstanding anything to the contrary in the Interlocal Agreement or this Proposal, Hays County Office of Emergency Services (acting through Hays County) will be invoiced for the amounts above upon completion of each phase.

Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions in this Proposal.

**Hays County****Lower Colorado River Authority**

By:

By:

Title:

Title:

Date:

Date:

**BINDING CONSTRUCTION / INSTALLATION PROPOSAL**  
**TERMS AND CONDITIONS**

This Proposal is subject to the following terms and conditions:

1. LCRA shall perform construction, installation, and other services as described in the attached Proposal.
2. LCRA will perform the work for a firm, fixed fee amount. LCRA may invoice the Customer for the entire fixed fee amount during the first month of work or for portions of the fixed fee amount over several months, but in no case shall the aggregate invoicing be for more than the fixed fee amount. All monetary payments under this Proposal shall be due and payable within thirty (30) days after receipt of invoice. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the maximum lawful rate, or one percent per month, from the due date until paid.
3. Changes in the Proposal may be made only by a written change order signed by representatives of Customer and LCRA. Verbal change orders shall not be given nor accepted, except in case of an emergency which endangers people or property, and such order shall be followed up with a written confirmation as soon as practicable.
4. The term of this Proposal shall be the duration of the work. The Proposal may be terminated at any time by either party upon written notice to the other party. When the Proposal is terminated by either party, the Customer shall pay for services rendered under this Proposal up to the date of termination.
5. There are no third-party beneficiaries to this Proposal and the provisions of this Proposal shall not create any legal or equitable right, remedy or claim enforceable by any person, firm, or organization other than the parties and their permitted successors and permitted assigns.
6. Limited Warranty.
  - (a) LCRA shall perform all services in accordance with acceptable industry practice, in a good and workmanlike manner, and in accordance with installation instructions and requirements of any applicable equipment manufacturer and supplier. During a period of thirty (30) days after acceptance of the work by Customer, LCRA shall correct any work not conforming to the foregoing warranties by reperforming the services.
  - (b) LCRA shall assign to Customer, as the end-user, any applicable equipment or supply warranties provided by LCRA's vendors. All warranty documentation shall be furnished to the Customer.
  - (c) THE WARRANTIES CONTAINED IN THIS SECTION 6 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CUSTOMER'S REMEDIES ARE LIMITED TO LCRA'S OBLIGATIONS AS EXPRESSLY STATED IN THIS SECTION 6.
7. **THE TOTAL LIABILITY OF LCRA ARISING OUT OF THIS PROPOSAL AND THE WORK PERFORMED HEREUNDER WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO LCRA UNDER THIS PROPOSAL, AND LCRA WILL NOT BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT SHALL ANY OFFICER, DIRECTOR, EMPLOYEE OR AFFILIATE (OR AFFILIATE'S OFFICER, DIRECTOR OR EMPLOYEE) OF LCRA BE LIABLE TO CUSTOMER UNDER THIS PROPOSAL, AND CUSTOMER'S SOLE RECOURSE UNDER THIS PROPOSAL SHALL BE AGAINST LCRA AND NOT AGAINST SUCH OTHER PERSONS. THE LIMITATIONS ON LIABILITY AND REMEDIES IN THIS PARAGRAPH WILL APPLY REGARDLESS OF WHETHER THE LIABILITY OR CAUSE OF ACTION ARISES IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NOTHING IN THIS PROPOSAL SHALL BE CONSTRUED TO WAIVE LCRA'S GOVERNMENTAL IMMUNITY.**
8. This Proposal and the Interlocal Agreement together represents and contains the entire agreement and understanding between the parties with respect to the subject matter of this Proposal and supersedes any and all prior or contemporaneous oral and/or written agreements and understandings. No representations, warranty, condition, understanding or agreement of any kind with respect to the subject matter of this Proposal shall be relied upon by the parties unless incorporated into this Proposal. This Proposal may not be amended or modified except by a writing executed both by an authorized representative of LCRA and by an authorized representative of the Customer.

**Binding Construction / Installation Proposal****CUSTOMER: Hays County****LCRA and Hays County**

This Binding Construction / Installation Proposal (this "Proposal") is issued under and subject to that certain Interlocal Cooperation Act Agreement for Mobile Radio Services and Equipment between the Parties listed above (the "Interlocal Agreement"). This Proposal is further subject to the Terms and Conditions attached hereto.

**Office of Emergency Services**  
712 S. Stagecoach Tr., Ste. 1071  
San Marcos, TX 78666  
Attn: Mike Jones

In the event of any conflict or inconsistency between the terms and provisions of this Proposal and the terms and provisions of the Interlocal Agreement, with respect to the Project identified below only, the terms and provisions of this Proposal shall control.

**PROJECT: Hays County 700 P25 Radio Migration****DATE SUBMITTED: December 1, 2021****PROPOSAL EXPIRATION DATE: December 23, 2021****SERVICES: LCRA will provide materials and labor necessary to complete the following scope:**

**Migrate existing radio equipment to 700 MHz P25. Includes labor and materials to remove existing mobile radios and install 700 MHz P25 radio equipment. Replace existing handheld equipment with 700 P25 handheld radios.**

- Qty. 271 XL-185M Mobile Radios, 700/800 MHz P25
  - Antenna, Coax, Connectors, Faceplates
  - Removal of current equipment
  - Installation of new equipment
    - Trade-in of current radio equipment included in pricing
- Qty. 339 XL-185P Handheld Radios, 700/800 MHz P25
  - Antenna, Belt Clip, Desk Charger, Speaker Mic, Leather Holster, 2 Batteries
    - Trade-in of current radio equipment included in pricing
- Qty. 3 XL-200P Handheld Radios, 700/800/VHF P25, C1D1
  - Antenna, Belt Clip, Desk Charger, Speaker Mic, Leather Holster, 2 C1D1 Batteries
    - Trade-in of current radio equipment included in pricing

**SCHEDULE:**

**Begins:** The work can begin any time after this Proposal is signed by both parties.

**Completion:** This Project will be completed by 9/30/2022 [when all services contemplated hereunder have been successfully completed, or this Proposal has been terminated].

**PRICE:**

Phase 1 – Material Receipt by LCRA: \$2,726,900

Phase 2 – Programming, Installation, Removal: \$ 202,400

**Total Cost:** **\$2,929,300**

**Billing Method:** Notwithstanding anything to the contrary in the Interlocal Agreement or this Proposal, Hays County Office of Emergency Services (acting through Hays County) will be invoiced for the amounts above upon completion of each phase.



Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions in this Proposal.

**Hays County**

**Lower Colorado River Authority**

By:

By:

Title:

Title:

Date:

Date:

**BINDING CONSTRUCTION / INSTALLATION PROPOSAL**  
**TERMS AND CONDITIONS**

This Proposal is subject to the following terms and conditions:

1. LCRA shall perform construction, installation, and other services as described in the attached Proposal.
2. LCRA will perform the work for a firm, fixed fee amount. LCRA may invoice the Customer for the entire fixed fee amount during the first month of work or for portions of the fixed fee amount over several months, but in no case shall the aggregate invoicing be for more than the fixed fee amount. All monetary payments under this Proposal shall be due and payable within thirty (30) days after receipt of invoice. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the maximum lawful rate, or one percent per month, from the due date until paid.
3. Changes in the Proposal may be made only by a written change order signed by representatives of Customer and LCRA. Verbal change orders shall not be given nor accepted, except in case of an emergency which endangers people or property, and such order shall be followed up with a written confirmation as soon as practicable.
4. The term of this Proposal shall be the duration of the work. The Proposal may be terminated at any time by either party upon written notice to the other party. When the Proposal is terminated by either party, the Customer shall pay for services rendered under this Proposal up to the date of termination.
5. There are no third-party beneficiaries to this Proposal and the provisions of this Proposal shall not create any legal or equitable right, remedy or claim enforceable by any person, firm, or organization other than the parties and their permitted successors and permitted assigns.
6. Limited Warranty.
  - (a) LCRA shall perform all services in accordance with acceptable industry practice, in a good and workmanlike manner, and in accordance with installation instructions and requirements of any applicable equipment manufacturer and supplier. During a period of thirty (30) days after acceptance of the work by Customer, LCRA shall correct any work not conforming to the foregoing warranties by reperforming the services.
  - (b) LCRA shall assign to Customer, as the end-user, any applicable equipment or supply warranties provided by LCRA's vendors. All warranty documentation shall be furnished to the Customer.
  - (c) THE WARRANTIES CONTAINED IN THIS SECTION 6 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CUSTOMER'S REMEDIES ARE LIMITED TO LCRA'S OBLIGATIONS AS EXPRESSLY STATED IN THIS SECTION 6.
7. **THE TOTAL LIABILITY OF LCRA ARISING OUT OF THIS PROPOSAL AND THE WORK PERFORMED HEREUNDER WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO LCRA UNDER THIS PROPOSAL, AND LCRA WILL NOT BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT SHALL ANY OFFICER, DIRECTOR, EMPLOYEE OR AFFILIATE (OR AFFILIATE'S OFFICER, DIRECTOR OR EMPLOYEE) OF LCRA BE LIABLE TO CUSTOMER UNDER THIS PROPOSAL, AND CUSTOMER'S SOLE RECOURSE UNDER THIS PROPOSAL SHALL BE AGAINST LCRA AND NOT AGAINST SUCH OTHER PERSONS. THE LIMITATIONS ON LIABILITY AND REMEDIES IN THIS PARAGRAPH WILL APPLY REGARDLESS OF WHETHER THE LIABILITY OR CAUSE OF ACTION ARISES IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NOTHING IN THIS PROPOSAL SHALL BE CONSTRUED TO WAIVE LCRA'S GOVERNMENTAL IMMUNITY.**
8. This Proposal and the Interlocal Agreement together represents and contains the entire agreement and understanding between the parties with respect to the subject matter of this Proposal and supersedes any and all prior or contemporaneous oral and/or written agreements and understandings. No representations, warranty, condition, understanding or agreement of any kind with respect to the subject matter of this Proposal shall be relied upon by the parties unless incorporated into this Proposal. This Proposal may not be amended or modified except by a writing executed both by an authorized representative of LCRA and by an authorized representative of the Customer.

## 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 FY 2022 Interlocal Contract for the Next Generation 9-1-1 Database Program with the Capital Area Emergency Communications District (CAECD) for emergency communications Geographic Information Systems (GIS).

#### ITEM TYPE

CONSENT

#### MEETING DATE

December 7, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

001-657-99-037]

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Marcus Pacheco

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

This is an annual renewal grant in an amount not to exceed \$145,293.90 for fiscal year 2022 to be granted to the County to assist with salaries and operational costs related to GIS Services. Please note, this contract is being brought back to court for consideration after a clerical error was discovered in the amount listed on the contract. It was pertaining to the amount on the original contract. That amount listed was for a 12 month period. This contract is only for 9 months from 1/1/2022 to 9/30/2022 thus the amount needs to reflect the appropriate time for the contract. The amount is reduced from \$193,725.20 to \$145,293.90.

This amount will be reflected with the fiscal year 2022 budget.

Grant Period: 1/1/2022 - 9/30/2022

Attachment:

Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management

# Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management

## 1. Parties and Purpose

- 1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. On behalf of the District, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.
- 1.2. Hays County ("PUBLIC AGENCY") is a Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Section 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.
- 1.3. This Interlocal Agreement (ILA) is entered into between CAPCOG and PUBLIC AGENCY under Chapter 791 of the Texas Government Code in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.
- 1.4. For the purpose of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

## 2. Goods and Services

- 2.1. PUBLIC AGENCY agrees to carry out the scope of work in Attachment A in accordance with the data requirements in Attachment B.

## 3. Cooperative Purchasing

- 3.1. CAPCOG may periodically identify opportunities to cooperatively purchase goods or services for the 9-1-1 GIS data for participating organizations.
- 3.2. If PUBLIC AGENCY chooses to participate in a cooperative purchase of 9-1-1 GIS goods or services organized by CAPCOG, PUBLIC AGENCY agrees that CAPCOG may deduct the cost of PUBLIC AGENCY's share of those goods or services from the contract price otherwise payable to the PUBLIC AGENCY.

4. Effective Date and Term of Contract

- 4.1. This contract takes effect January 1, 2022, and terminates on September 30, 2022, unless terminated earlier under Section 10.

5. Contract Price and Payment Terms

- 5.1. For work performed under this agreement, CAPCOG agrees to compensate PUBLIC AGENCY an amount not to exceed \$145,293.90.
- 5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for work performed during these quarters:

January 1, 2022 – March 31, 2022: \$48,431.30, invoice due by close of business, Thursday, April 7, 2022;

April 1, 2022 – June 30, 2022: \$48,431.30, invoice due by close of business, Friday, July 8, 2022; and

July 1, 2022 – September 30, 2022: \$48,431.30, invoice due by close of business, Friday, October 7, 2022.

Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted more than 90 days after the end of each quarter.

- 5.3. PUBLIC AGENCY agrees to submit a performance report along with each invoice in accordance with the scope of work in Attachment A. If CAPCOG determines that PUBLIC AGENCY has not meet performance expectations described in Attachment A, CAPCOG will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.
- 5.4. CAPCOG agrees to pay invoices within 30 days after receiving a correct invoice, after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter.
- 5.5. CAPCOG reserves the right to reject in whole or part a quarterly invoice in part or in whole if PUBLIC AGENCY has not adequately fulfilled its obligations under this ILA.

6. Compliance with Applicable Law and Policy

- 6.1. PUBLIC AGENCY agrees to comply with all applicable law and policy in carrying out this ILA.

7. Independent Contractor, Assignment, and Subcontracting

- 7.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but furnishes goods and services under this ILA solely as an independent contractor.
- 7.2. PUBLIC AGENCY may not assign its rights or subcontract its duties without the written consent of CAPCOG. An attempted assignment or subcontract in violation of this section is void.

- 7.3. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.
- 7.4. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.

## 8. Records and Monitoring

- 8.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance and costs of carrying out this ILA at PUBLIC AGENCY's offices.
- 8.2. Subject to additional requirements of section 8.3, PUBLIC AGENCY agrees to preserve the records for three fiscal years after receiving final payment under this ILA.
- 8.3. If an audit or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.
- 8.4. Upon advance and reasonable notice to the PUBLIC AGENCY, CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit PUBLIC AGENCY's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.
- 8.5. CAPCOG reserves the right to visit PUBLIC AGENCY's offices to monitor performance of this contract at least during the performance period to ensure compliance with applicable law and policy. If CAPCOG exercises this option, it will provide PUBLIC AGENCY with a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.
- 8.6. CAPCOG agrees to notify PUBLIC AGENCY at least 24 hours in advance of any intended visit under this Section other than as described in Section 8.5. Upon receipt of CAPCOG's notice, PUBLIC AGENCY agrees to notify the appropriate department(s) specified in the notice of CAPCOG's intended visit.

## 9. Nondiscrimination and Equal Opportunity

- 9.1. PUBLIC AGENCY shall not exclude anyone or entity from participating in PUBLIC AGENCY's duties under this ILA, deny benefits under this ILA, or otherwise discriminate against anyone in carrying out this contract because of any protected category under CAPCOG's personnel policies, which include race, color, religion, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.

- 9.2. If PUBLIC AGENCY procures goods or services with funds made available under this ILA, PUBLIC AGENCY agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAECD's 9-1-1 Policies and Procedures Manual.

## 10. Early Termination of Contract

- 10.1. If CAPCOG or PUBLIC AGENCY breaches a material provision of this ILA, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of section 11.
- 10.2. If this ILA is terminated under this section, CAPCOG and PUBLIC AGENCY are entitled to compensation for goods and services provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor PUBLIC AGENCY is liable to the other for costs it paid or incurred under this contract made after or in anticipate of its receipt of notice of suspension or termination. The fraction of the maximum amount owed for each period described in sections 5.1 and 5.2 will be calculated based on the quarterly amount and fraction of CAPCOG business days during that quarter when the PUBLIC AGENCY carried out work pursuant to this ILA.
- 10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAPCOG and PUBLIC AGENCY among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.
- 10.4. The termination of this contract does not affect PUBLIC AGENCY's duty to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under section 8.

## 11. Dispute Resolution

- 11.1. The parties desire to resolve disputes arising under this ILA without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this section 11, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 11.
- 11.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this ILA. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.
- 11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single

mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

- 11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.
- 11.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by party of: (1) any rights, privileges, defenses, remedies, or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expiration dates of this ILA.
- 11.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

## 12. Notice to Parties and Project Representatives

- 12.1. Notice to be effective under this ILA must be in writing and received by the party against whom it is to operate. Notice is received by a party: A) when it is delivered to the party personally; B) on the date shown on the return receipt if mailed or registered or certified mail, return receipt requested, to the party's address specified in 12.2 or 12.3 and signed for on behalf of the party; or C) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.
- 12.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attn: Executive Director
- 12.3. PUBLIC AGENCY's address is: PO Box 1006, San Marcos, TX 78667.
- 12.4. A party may change its address by providing notice of the change in accordance with Section 12.1
- 12.5. Nik Pullias, CAPCOG GIS Operations Coordinator, is CAPCOG's Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG's Project Representative or his designee. CAPCOG's Project Representative may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6171, and his e-mail is [npullias@capcog.org](mailto:npullias@capcog.org).
- 12.6. Steve Floyd is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications including all payment requests must be addressed to the PUBLIC AGENCY's Project Representative or his designee. The PUBLIC AGENCY's Project Representative may indicate a designee through an e-mail to CAPCOG's project representative. PUBLIC AGENCY's Project Representative's phone number is (512) 393-2160, and his e-mail is [stevef@co.hays.tx.us](mailto:stevef@co.hays.tx.us).



13. Miscellaneous

- 13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she: A) has actual authority to execute this contract on behalf of the governing body identified in this agreement; and verifies the governing body, by either minute order, resolution, or ordinance approved this agreement as required by Texas Government Code Section 791, as amended
- 13.2. This ILA shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereafter shall be solely in Travis County.
- 13.3. This ILA states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this ILA which are required by changes in Federal or State law or regulation are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 13.4. The following Attachments are part of this ILA: A) Scope of Work; and B) Data Requirements.
- 13.5. This contract is executed in duplicate originals.

Hays County

CAPITAL AREA COUNCIL OF GOVERNMENTS

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

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

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

Betty Voights

Title \_\_\_\_\_

Executive Director

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

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

Date of County Governing Body Approval:

\_\_\_\_\_

# Attachment A: Scope of Work

## Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between PUBLIC AGENCY and CAPCOG to help ensure that efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District (CAECD). In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP);
2. The correct emergency service provider must be dispatched to the appropriate location; and
3. The emergency responders must be able to know the most efficient route to reach that location.

## Definitions

### Core 9-1-1 GIS data terminology:

1. **9-1-1 GIS Database:** The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points (SSAPs), road centerlines (RCLs), PSAP boundaries, Emergency Service Boundaries (ESBs), Emergency Service Zone (ESZ) boundaries, and city limit (municipal) boundaries for the PUBLIC AGENCY's provisioning boundary
2. **Data Layer:** Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
3. **Address Points (SSAPs):** A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.
4. **Road (Street) Centerlines (RCLs):** A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range
5. **City Limit (Municipal) Boundary:** A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction. Updates to City Limit boundaries are used to update PSAP, ESB, and ESZ boundaries.
6. **Automatic Location Information (ALI) Database:** A tabular database of landline telephone numbers with associated location information used to route 9-1-1 calls to a PSAP.
7. **Legacy Master Street Address Guide (MSAG) Database:** A tabular database of street names and house number ranges within their associated communities defining ESZs and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.

### Specialized NG9-1-1 GIS terminology:

1. **Provisioning Boundary:** The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

The provisioning boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a provisioning boundary include (but are not limited to): municipal annexations, disannexations, consolidation of two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.

2. **PSAP boundary:** The authoritative polygon data layer representing the geographic area within a provisioning boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
3. **Emergency Service Boundary (ESB):** A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the provisioning boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an Emergency Medical Services (EMS) ESB layer.
4. **Emergency Service Zone (ESZ):** A polygon data layer representing the area within a provisioning boundary served by a unique combination of law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.
5. **Database Schema:** Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations.
6. **Geo-MSAG:** A geospatially-based database that replaces the MSAG and is created and managed using a road centerline GIS dataset. A city or county must first transition from a traditional tabular MSAG to a Geo-MSAG before it can transition to NG9-1-1. In order to qualify to initiate the transition to a Geo-MSAG, a county must achieve at least 98% match between ALI to RCL records as described later in this document.
7. **Globally Unique IDs (GUIDs):** A unique identifier that is assigned to each record (feature) in an PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database provisioning boundary and across all 9-1-1 GIS databases.

#### **Quality Control terminology:**

1. **Enterprise Geospatial Data Management System (EGDMS):** A cloud-based quality control platform provided by AT&T/Intrado used for identifying critical errors that affect call and dispatch routing that will be used by the PUBLIC AGENCY to provision (determines acceptable) data to CAPCOG's NG9-1-1 system for call routing. EGDMS does not assess "significant" errors that affect dispatch.
2. **DataHub:** a cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in a PUBLIC AGENCY's 9-1-1 GIS database. DataHub is the system that will provide data to a call taker's map display in the near future.
3. **New Error:** Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time.
4. **Legacy Error:** Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update.

5. **Accuracy Rate:** The percentage of features that have been assessed by EGDMS, DataHub, or both, as being free of errors or matching a related database.
6. **Error Rate:** The percentage of features that have been assessed as having a critical error, significant error, or as not matching a related database.
7. **Critical Error:** Any error in the PUBLIC AGENCY's 9-1-1 GIS database assessed by EGDMS or DataHub that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
8. **Significant Error:** Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems.
9. **Other Error:** Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error.

## Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database but does NOT involve updating the 9-1-1 GIS database directly.

Task 1.A: PUBLIC AGENCY shall submit to CAPCOG, at least once a month, a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. City limit boundaries
4. Law ESB\*
5. Fire ESB\*
6. Emergency Medical Service ESB\*
7. ESZs\*
8. Other pertinent information

\*Shall be submitted if changes are requested for CAPCOG approval, otherwise these data are not required to be submitted as part of monthly dataset (see Task 1D).

Data submitted by PUBLIC AGENCY must adhere to requirements laid out in Attachment B.

Task 1B: PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. When such changes occur, PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

Task 1C: PUBLIC AGENCY shall be responsible for conveying any relevant information from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its provisioning boundary.

Task 1D: PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs/ESZs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract, and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting. Such information includes, but is not limited to, annexation notices, disannexation notices, and interlocal agreements related to emergency services and coverage areas. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the PUBLIC AGENCY in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted by PUBLIC AGENCY are found to have errors. Regardless of any such changes made by local governments within their provisioning boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. PUBLIC AGENCY is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Task 1.E: PUBLIC AGENCY shall send at least one representative to each scheduled 9-1-1 GIS User Group meetings (GMUG) and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

## **Task 2: GIS Work for PSAP Map Updates**

Task 2 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database for use in monthly updates to PSAP mapping applications. This is work that CAPCOG would need to perform if the PUBLIC AGENCY did not do so. CAPCOG's expectation is that this work would be performed by a person, either on staff or subcontracted by the PUBLIC AGENCY, with responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.<sup>1</sup> PUBLIC AGENCY must maintain at least one ESRI ArcGIS software license as specified in Attachment B in order to carry out this work. Task 2 includes the following sub-tasks:

Task 2.A: PUBLIC AGENCY shall submit all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database at least once a month. This will be provided in ESRI File geodatabase format (.gdb) pursuant to Attachment B and any other CAPCOG guidance on the 1<sup>st</sup> business day of each month or up to five business days prior to the 1<sup>st</sup> business day of the month. PUBLIC AGENCY shall first submit road centerline, street address point, city limit boundary data and their respective ALI extract for that month to DataHub in order to identify and address any mismatches between the ALI database and PUBLIC AGENCY's RCL and address point data, "critical" errors, and

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<sup>1</sup> Available online at: <http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/>

“significant” errors. This quality control system requires the 9-1-1 GIS database to match the standardized database schema (data model) for this system through field-matching (field-mapping) procedures and other standards.

Task 2.B: PUBLIC AGENCY shall address any errors identified by DataHub validation checks (reports) or CAPCOG Quality Control reports from those systems as soon as possible, but no later than the following conventional monthly submission to CAPCOG. This includes coordination with adjacent PUBLIC AGENCIES and CAPCOG where necessary.

Task 2.C: PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers.

Task 2.D: At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 2.E: In addition, PUBLIC AGENCY shall maintain the ALI database within the PUBLIC AGENCY’s provisioning boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map.

### **Task 3: Updates for Call-Routing**

In a NG9-1-1 environment, the GIS database is used not only for PSAP mapping applications, but also to route both cell and landline phone calls to the proper PSAP. Whereas for the monthly PSAP map update, CAPCOG aggregates data submitted from PUBLIC AGENCY with all of the other local governments under contract with CAPCOG and the pushes these data out to the PSAPs, for call routing updates, PUBLIC AGENCY will submit data directly to EGDMS.

Task 3.A: PUBLIC AGENCY shall submit the most recent 9-1-1 road centerline and street address GIS data from Task 2 to EGDMS at least once a month on the first business day of the month or up to five business days prior to that date. While PUBLIC AGENCY may submit updates to EGDMS more frequently than once a month, it will be expected to make at least one submission within this window each month and CAPCOG will only be assessing performance based on PUBLIC AGENCY’s submission during this window. RCL updates submitted by PUBLIC AGENCY to EGDMS will automatically update PUBLIC AGENCY’s GeoMSAG.

Task 3.B: To the extent EGDMS identifies any critical errors in the 9-1-1 databases submitted by PUBLIC AGENCY, PUBLIC AGENCY must work on correcting any such errors prior to the next monthly submission. Failure to make progress in correcting critical errors identified in the prior month’s submission will be noted in CAPCOG’s comprehensive performance reports and should be noted and explained in quarterly reports submitted by PUBLIC AGENCY when submitting an invoice to CAPCOG.

### **Content of Quarterly Reports**

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY’s provisioning boundary, PUBLIC AGENCY shall provide a summary of actions taken

each month relevant to the 9-1-1 GIS database, including any new records added since the last update and errors corrected.

- The date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database each month of the quarter.
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG.
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues during the quarter and corrective action that will be taken to address and prevent such issues in the future, including:
  - Late or incomplete data submissions;
  - Failure to meet performance expectations for ALI to RCL match accuracy rates, critical error accuracy rates, or significant error rates; and
  - Any other issue identified by CAPCOG in a performance report.

CAPCOG will provide PUBLIC AGENCY the template to use for activity reports.

## Timeline

The following timeline should be used by PUBLIC AGENCY in planning its submission of data to DataHub and CAPCOG for PSAP map updates (Task 2) and to EGDMS for and call-routing updates (Task 3):

- January 2022:
  - Submission window: December 22, 2021 – January 3, 2022
  - Error correction window for PSAP map updates: January 4, 2022 – January 7, 2022
  - CAPCOG pushes out PSAP map update: January 11, 2022
- February 2022:
  - Submission window: January 25, 2022 – February 1, 2022
  - Error correction window for PSAP map updates: February 2, 2022 – February 7, 2022
  - CAPCOG pushes out PSAP map update: February 9, 2022
- March 2022:
  - Submission window: February 22, 2022 – March 1, 2022
  - Error correction window for PSAP map updates: March 2, 2022 – March 7, 2022
  - CAPCOG pushes out PSAP map update: March 9, 2022
- April 2022:
  - Submission window: March 25, 2022 – April 1, 2022
  - Error correction window for PSAP map updates: April 2, 2022 – April 7, 2022
  - CAPCOG pushes out PSAP map update: April 11, 2022
- May 2022:
  - Submission window: April 25, 2022 – May 2, 2022



- Error correction window for PSAP map updates: May 3, 2022 – May 6, 2022
- CAPCOG pushes out PSAP map update: May 10, 2022
- June 2022:
  - Submission window: May 24, 2022 – June 1, 2022
  - Error correction window for PSAP map updates: June 2, 2022 – June 7, 2022
  - CAPCOG pushes out PSAP map update: June 9, 2022
- July 2022:
  - Submission window: June 24, 2022 – July 1, 2022
  - Error correction window for PSAP map updates: July 2, 2022 – July 8, 2022
  - CAPCOG pushes out PSAP map update: July 12, 2022
- August 2022:
  - Submission window: July 25, 2022 – August 1, 2022
  - Error correction window for PSAP map updates: August 2, 2022 – August 5, 2022
  - CAPCOG pushes out PSAP map update: August 9, 2022
- September 2022:
  - Submission window: August 25, 2022 – September 1, 2022
  - Error correction window for PSAP map updates: September 2, 2022 – September 8, 2022
  - CAPCOG pushes out PSAP map update: September 12, 2022

## **CAPCOG Guidance and Direction**

In addition to the Performance Reports identified in Task 2.B, CAPCOG may issue technical guidance or direction to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.



# **Attachment B: CAPCOG Next Generation 9-1-1 GIS Data Requirements Version 1 (October 2021)**

## **1 Summary**

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI) and use in a Next Generation 9-1-1 system which relies on GIS for call and dispatch routing through the Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management and is commonly called “Attachment B Requirements”.

The GIS Data requirements in this document are a condensed version of, and based upon, data standards created by NENA (National Emergency Number Association) as they are developed and evolve over time. These data model standards should be more thoroughly reviewed in the “NENA Standard for NG9-1-1 GIS Data Model” document. Specifics regarding address point placement methodologies should be reviewed in the “NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1” document. There are other useful resources and training, as well, that CAPCOG has created and can provide.

As per “Task 1.A and Task 2.A” in “Attachment A: Scope of Work”, please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format to the GeoComm GIS Data Hub, Intrado EGDMS, and CAPCOG FTP location by close of business the 1st business day of each month. This ensures that data is available for the PSAPs by close of the 7th business day of that month. Submissions may be sent up to five business days before the 1st business day of the next month, but ideally would be sent on the 1st business day as CAPCOG wants to capture as many edits as possible that happen over the course of a given month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction, and must be returned by close of business on the 5th business day, however, this does not guarantee that the submission will be included in the dataset provided to the PSAPs. If there is a situation in which a submission is not possible by the end of the 1st business day of the month, CAPCOG must be made aware and will work with PUBLIC AGENCY to obtain that month’s data.

CAPCOG will update, create, and otherwise manage the PSAP and Provisioning Boundaries for each local jurisdiction and provide these data layers to jurisdiction for Task 2: GIS Work. CAPCOG will also provision these datasets to both quality-control systems for their use in call and dispatch routing as well as map display and reference. As described in Task 1B, PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to county in a timely manner. When such changes occur, local jurisdiction shall provide CAPCOG with adequate

advance notice of any substantive changes that could or should affect PSAP boundaries, ESB/ESZ boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

PUBLIC AGENCY responsible for the creation and maintenance of the ESZ and ESB data within its provisioning boundary. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the local jurisdiction in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted are found to have errors.. Regardless of any such changes made by local governments within their provisioning boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. The local jurisdiction is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in the “Database Format” sections for each dataset. The data fields shown as Mandatory and Conditional must be present in the data. In the tables below, the column M/C/O is to indicate whether the attribute values is Mandatory (M), Conditional (C), or Optional (O).

- **Mandatory (M)** signifies an attribute value must exist
- **Conditional (C)** signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric)
- **Optional (O)** signifies an attribute value may or may not be included in the data field

In the GIS data tables below, the **TYPE** column indicates the data type used for the data field.

- **TEXT** – string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9
- **DATE** – Date and time using ISO 8601 compliant formats which are in the format of YYYY-MM- DD HH:MM:SS
- **DOUBLE** – double precision floating point numeric values with decimals
- **LONG** – whole numeric values ranging from -2,147,483,648 to +2,147,483,647 without decimals in the GIS data tables below, the **WIDTH** column indicates the number of allowable characters within each field.

## 2 Road Centerlines (RCL)

This line data represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

The performance standard for the Road Centerlines feature class is 98% accuracy. This means that 98% of the database records should be free of critical and significant errors.

## 2.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation “DRVW” entered in the ‘street name (ST\_NAME)’ field and have any other relevant attribute information completed, including the ‘CLASS’ field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The positional accuracy of addressed structures should be within +/- 5 feet of the center of the roadbed (the part on which vehicles travel) noting that when roadways are divided (i.e by a median) the roadbeds on each side should have a centerline drawn. In all cases each new street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection. Street segment direction must be correct as well. These items and other geometric relationships are referred to as “topology”, and especially important for NG9-1-1 purposes.

## 2.2 Database Format

The following table details the data format requirements for the RCL database.

Table 2-1. RCL Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	O	LONG	DEFAULT	Unique segment ID <i>CAPCOG will populate prior to uploading to PSAP.</i> <i>May also serve as a placeholder field to populate SITEUNGID field</i>
RCL_UNIQID	M	TEXT	100	Globally Unique ID for each road segment. Ex. 894RCL@co.blanco.tx.us
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with “UNINCORPORATED”
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with “UNINCORPORATED”
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. “WARD 5 FRIENDSHIP DISTRICT”

<b>FIELD NAME</b>	<b>M/C/O</b>	<b>TYPE</b>	<b>WIDTH</b>	<b>DESCRIPTION/ VALID ENTRIES</b>
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. "WARD 5 FRIENDSHIP DISTRICT"
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
L_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Left
R_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Right
LF_ADDR	M	LONG	DEFAULT	Left address number at the FROM node
LT_ADDR	M	LONG	DEFAULT	Left address number at the TO node
RF_ADDR	M	LONG	DEFAULT	Right address number at the FROM node
RT_ADDR	M	LONG	DEFAULT	Right address number at the TO node
L_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
R_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
L_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Left
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by ESN on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by ESN on Right. Must be preceded by zeros if less than 5 digits, i.e. "00088" for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	Legal street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	C	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, should be a concatenation of 4 fields: PRE_DIR, ST_NAME, ST_TYPE and POST_DIR with no trailing or leading spaces
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to street segment
ONE_WAY	O	TEXT	2	B, FT, TF for Both, FROM node to TO node, TO node to FROM node
SP_LIMIT	O	LONG	DEFAULT	Posted speed limit in MPH
CLASS	M	TEXT	4	Street type designation code (See Road Class Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

## 2.3 Road Class Codes ('Street Type') Designation

The following list of codes are used in the "Class" field in the RCL Database:

- IH – Interstate
- US – US highways SH – State highways
- FM – Farm to Market, Ranch Road, Ranch to Market
- LS – City Street, County Road, Park Road, Recreational, Frontage Road
- AC – Access Road, Crossover
- PVT- Private Road
- TR – Toll Road
- RAMP- On-ramp, Off-ramp
- DW – Driveways

## 2.4 Road Class I Types

The following list of codes are used in the "RDCLS\_TYP" field in the RCL Database:

- Primary Secondary
- Local (City, Neighborhood, or Rural Road)
- Ramp
- Service (usually along a limited access highway)
- Vehicular Trail (4WD, snowmobiles)
- Walkway (Pedestrian Trail, Boardwalk)
- Alley
- Private (service vehicles, logging, oil fields, ranches, etc.)
- Parking Lot
- Trail (Ski, Bike, Walking / Hiking Trail)

# 3 Site / Structure Address Points (SSAP)

This point data represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

## 3.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery,

georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the “NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1” document. In any case, the positional accuracy of structures or designated site locations should be within +/- 25 feet of their true location or intended designation.

The performance standard for the Site Structure Address Point feature class is 98% accuracy. This means that 98% of the database records should be free of critical and significant errors.

## 3.2 Database Format

The following table details the data format requirements for the SSAP database.

Table 3-1. SSAP Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	O	LONG	DEFAULT	Unique site ID <i>CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate SITEUNQID field</i>
SITEUNQID	M	TEXT	100	Globally unique ID for each address site or structure. Ex. 2545AP@co.lee.tx.us
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with “UNINCORPORATED”
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. “WARD 5 FRIENDSHIP DISTRICT”
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_P R E	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SU F	C	TEXT	15	Part of an address following the address number i.e. ½, B
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	<b>Legal</b> street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, must be identical to the site's related road FULL_NAME
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to related street segment
FULL_ADDR	M	TEXT	170	Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra, leading and trailing spaces
ESN	M	TEXT	5	Emergency Service Number associated with the address and community name Preceded by '0' if digits are less than 5
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
BLDG	O	TEXT	75	One among a group of buildings that have the same address
FLOOR	O	TEXT	75	A floor, story or level within a building
UNIT	O	TEXT	75	A suite or group of rooms within a building that share the same entrance
ROOM	O	TEXT	75	A single room within a building
SEAT	O	TEXT	75	A place where a person sits within a building i.e. cubicle
LANDMARK	O	TEXT	150	The name by which a prominent feature is publicly known or Vanity address



FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
MILEPOST	C	LONG	DEFAULT	A posted numeric measurement from a given beginning point
SITE_TYPE	C	TEXT	50	Type of feature identified by the address i.e. residential, office, store, school
POINT_X	O	DOUBLE	DEFAULT	Longitude of point in decimal degrees using EPSG: 4326
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

## 4 Emergency Service Zones (ESZ)

This polygon data consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

The performance standard for the Site Emergency Service Zones feature class is 100% accuracy. This means all database records should be free of critical errors.

### 4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly.

Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet. Topology and other geometric relationships between feature classes are especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.**

### 4.2 Database Format

The following table details the data format requirements for the ESZ database.

Table 4-1. ESZ Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - <i>CAPCOG will populate</i>
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: <a href="mailto:sip:sos@ausctxem1.travis.tx.us">sip:sos@ausctxem1.travis.tx.us</a>
URN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service (Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service )
ESN	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code <i>CAPCOG will populate</i>
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forwardslash "/" CAPCOG will concatenate
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

## 5 Emergency Service Boundaries (ESB)

This polygon data consists of Emergency Service Boundary layers that define the geographic area for the primary providers of response services in the CAPCOG region.

### 5.1 The performance standard for the Site Emergency Service Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors.Graphic (Spatial) Edits

Each of these layers is used by the ECRF to perform a geographic query to determine which Emergency Service Providers are responsible for providing service to a location in the event a selective transfer is desired, to direct an Emergency Incident Data Document to a secondary PSAP for dispatch, or to display the responsible agencies at the PSAP. In addition, Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. Each Emergency Service Boundary layer may contain one or more polygon boundaries that define the primary emergency services for that geographic area. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated boundaries. These Emergency Service Boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet. The ESBs can be created by dissolving the Emergency Service Zones polygon data. These items and other geometric relationships are referred

to as “topology”, and especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon**

There MUST be a separate Emergency Service Boundary layer for each type of service. The set of Emergency Service Boundaries MUST include, at a minimum, the following:

- Law Enforcement;
- Fire; and
- Emergency Medical Services (EMS).

Other Emergency Service Boundaries MAY include, but are not limited to:

- Poison Control;
- Forest Service; and
- Animal Control.

## 5.2 Database Format

The following table details the data format requirements for the ESB database.

Table 5-1. ESB Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
DISCRPAGID	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
DATEUPDATE	M	DATE	26	Date of last update using ISO 8601 format
EXPIRE	O	TEXT	26	Unique tandem routing code <i>CAPCOG will populate</i>
EFFECTIVE	O	TEXT	26	The date and time when the information in the record is no longer considered valid.
ES_NGUID	M	TEXT	254	Globally unique ID for each emergency service boundary polygon – Ex. 210EMS@blanco.co.tx.us
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
AGENCYID	M	TEXT	100	A Domain Name System (DNS) domain name which is used to uniquely identify an agency. Ex. austintexas.gov
SERVICEURI	M	TEXT	254	URN/URL for routing. Example: <a href="mailto:sip:sos@ausxtxem1.travis.tx.us">sip:sos@ausxtxem1.travis.tx.us</a>
SERVICEURN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
SERVICENUM	M	TEXT	15	The numbers that would be dialed on a 12-digit keypad to reach the emergency service appropriate for the location. Ex: 911
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information
DISPLAYNAME	M	TEXT	60	Name of the service provider that offers services within the area of an Emergency Service Boundary

## 6 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

The performance standard for the Municipal Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors.

## 6.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries. These boundaries should adhere to the specifications of CAPCOG’s QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet.

## 6.2 Database Format

The following table details the data format requirements for the Municipal Boundary database.

Table 6-1. Municipal Boundary Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601format
POLY_ID	O	LONG	DEFAULT	Numeric Polygon ID <i>CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate MUNIUNQID field</i>
MUNIUNQID	M	TEXT	100	Globally Unique ID for each municipality - . Ex. 9847INCM@austintexas.gov
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. “AUSTIN”

## 7 Automatic Location Identification (ALI)

The ALI database consists of landline telephone numbers that have associated location information attributed to them. In order to have these call types route to the proper PSAP and plot to the correct location on a call taker’s map display, the attributes of the data must be correct and must match the road centerline (RCL) and address point feature classes (SSAP).

The performance standard for the ALI database is a 98% match rate between the ALI database and both the RCL and SSAP datasets. This means that 98% of a local jurisdiction’s ALI database should match to both a road centerline feature and address point feature.

### 7.1 Edits

Match errors between these datasets that are returned by the quality control systems should be reviewed and corrected accordingly. This could mean either by making corrections to the GIS data or by providing suggested changes to the ALI database. The ALI data are not owned by CAPCOG or PUBLIC

AGENCY, but instead by telephone service providers. Suggested edits to the ALI databases should be made by providing Change Requests (CR) via the Intrado 911Net or GIS Director applications

## 7.2 Database Format

The following fields in the ALI database are used by the Data Hub and EGDMS quality control systems to match the address point and road centerline feature classes to ensure a call routes and plots correctly.

*Table 7-1. ALI Database Format*

<b>FIELD NAME</b>	<b>CORRESPONDING RCL OR AP FIELD</b>
HOUSE_NUMBER	LT_ADDR, LF_ADDR, RT_ADDR, RF_ADDR, ADDR_NUM
HOUSE_NUMBER_SUFFIX	ADDRNUM_SUF
PREFIX_DIRECTIONAL	PRE_DIR
STREET_NAME	ST_NAME
COMMUNITY	L_MSAG_COM, R_MSAG_COM, MSAG_COM
ESN	ESN
STATE	STATE

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize payment to Beckwith Electronics Systems, LLC in the amount of \$630.00 for the County Court at Law Offices related to repairs to the CCL #2 courtroom microphone system where no purchase order was issued as required per the Hays County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 7, 2021	\$630.00

#### LINE ITEM NUMBER

001-695-00.5451

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: NO

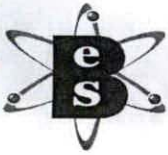
AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

#### SUMMARY

The CCL Offices had repairs completed in Courtroom #2 and did not obtain a purchase order prior to the repairs. Funds are available within the Building Maintenance operating budget for this service.

Attachment: Beckwith Invoice #28822



**Remit To:** Beckwith Electronic Systems, LLC  
1620A Grand Avenue Parkway  
Pflugerville, TX 78660  
(512) 275-1441 Fax: (512) 275-1443

**Invoice** 28822  
Invoice Date 11/18/21  
Due Date 12/18/21

**Bill To:** Hays County Government Center  
712 S. Stagecoach Trail  
San Marcos, TX 78666

**Customer No:** 10205  
**Work Order:** 16663

**Service Location:** Hays County Government Center  
610 Stagecoach Trail  
San Marcos, TX 78666

**Scope:** 1

**Price Method:** Time and Materials

Line #	Date of Service	Description	Quantity	UM	Unit Price	Price UM	Price Total	Tax Amount	Total
<b>Cost Type: 3 - Labor</b>									
2	10/29/21	Labor	5.00		115.00		575.00	0.00	575.00
3	10/29/21	Other - <30 Miles Trip Fee	1.00		55.00		55.00	0.00	55.00
<b>Cost Type 3 Subtotal</b>							630.00	0.00	630.00
<b>Scope 1 Subtotal</b>							630.00	0.00	630.00

**Terms:** Net 30 days

**Subtotal** 630.00  
**Tax** 0.00  
**Total** 630.00

**Work Requested By:** 10/29/2021 1 Gina May 512-393-7630

**Work Description:**

Courtroom # 2 has microphone Static

11/30/21  
CCL Ordered svcs w/out  
Mtc approval. Mtc is  
aware it will come from  
their budget once approved

Received In The Office  
NOV 18 2021  
Hays County Auditor

**OUR SERVICE IS GUARANTEED FOR 30 DAYS. THANK YOU FOR YOUR BUSINESS**

Our terms are net upon receipt and are considered past due 30 days from the date of the invoice.  
All past due invoices will be charged a 1.5% per month (18% annually) delinquent interest fee.

DEC 07 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

Authorize payment to Applied Concepts, Inc. in the amount of \$781.06 for the Department of Public Safety Hays County Division related to increased contract costs for the trooper's radar systems.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 7, 2021	\$781.06

#### LINE ITEM NUMBER

001-650-00.5473

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sgt. Benvides	INGALSBE	N/A

#### SUMMARY

Hays County provides administrative support to the DPS troopers assigned to Hays County. The monthly contracted lease amount for the radar systems used increased in FY21. Funds are available within the operating budget to cover the increased cost.



Work Order  
No: 16663

REMIT TO:  
Beckwith  
1620A Grand Avenue Parkway  
Pflugerville, TX 78660

Requested Date: 10/29/2021

<b>Service To:</b> Hays Cnty Govnmt	<b>Contact:</b> Gina May
<b>Address:</b> 610 Stagecoach Trail San Marcos TX 78666	<b>Phone:</b> 512-393-7630

<b>Scope</b>	
<b>Std. Scope:</b> Other	<b>Call Type:</b> Audio Visual
<b>Details:</b> Courtroom # 2 has microphone Static	<b>Equipment:</b>

<b>Notes:</b>
Tech: Pedro Camp-Castro, Date: 10/29/21 10:26 AM - L3 Court 6 Mic issue: Mic #2 Grp 4 Ch 1 has bad static. Tech: Pedro Camp-Castro, Date: 11/1/21 9:20 AM - Determined 2 more bad receivers. Tech: Pedro Camp-Castro, Date: 11/2/21 9:44 AM - Tested CR1 mic issues. They all worked. Only issue was a missing mic boom. Customer is ordering one.  Tested CR3 HDMI issue. It was an issue with the person's HDMI. HDMI worked as intended.

<b>Labor</b>					
Date	Description	Technician	Pay Type	Hours	Notes
10/29/2021	On Site Time		Regular Time	5.32	

<b>Parts</b>			
Part Number	Description	Quantity	Notes

<b>Miscellaneous</b>		
Description	Quantity	Notes

<b>Tasks</b>	
Description	Service Item

I have the authority to order the work outlined above which has been satisfactorily completed. Beckwith Electronic Systems, LLC (BES) retains title to equipment / materials furnished until payment is made. If payment is not made as agreed, BES can remove said equipment / materials at seller's expense. Any damage resulting from said removal shall not be the responsibility of the seller.

All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor that is performed by Beckwith Electronic Systems, LLC (BES) is warranted for 30 days or as otherwise indicated in writing. BES makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of BES.

I understand the warranty as expressed above.

Terms: Upon credit approval, all our invoices are net upon receipt and considered past due after 30 days from the invoice date. All past due invoices will be charged a 1.5% per month (18% annually) delinquent interest fee.

<b>Customer Signature</b>		<b>Signed By</b>		<b>Date</b>	
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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the Office of Emergency Services to accept a donation of \$550.00 from La Cima to pay for the Local Emergency Planning Committee Luncheon and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 7, 2021	N/A

#### LINE ITEM NUMBER

001-656-98-313]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mike Jones	BECERRA	N/A

#### SUMMARY

In accordance with the Emergency Planning and Community Right to Know Act (EPCRA) and under the direction of the Texas Commission on Environmental Quality (TCEQ), Hays County Office of Emergency Services is requesting authorization to host the annual Local Emergency Planning Committee working lunch meeting. Business and community partners will meet to provide updates on emergency response planning and provide/receive information on hazardous materials sites. LEPC Stakeholder participation is required and must include local business/facility representatives.

##### Budget Amendment:

Increase Contributions .4610

Increase Misc. Expense .5391

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the Office of General Counsel to provide a notice of termination to Dripping Springs for its 1445 Agreement with Hays County.

#### ITEM TYPE

CONSENT

#### MEETING DATE

December 7, 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

Since Dripping Springs has implemented a subdivisions moratorium, the parties are discussing how to reconfigure the 1445 Agreement moving forward, which will be brought to Court for consideration once those determinations have been made.

## 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 from DNT Construction until June 12, 2022, for the Turnersville Road & Campo Del Sol Parkway Extension project, Maintenance bond #PB03016800230M in the amount of \$121,243.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 7, 2021	

#### LINE ITEM NUMBER

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#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The completion of construction of the roads and drainage improvements within the County ROW for the Turnersville Road & Campo Del Sol Parkway Extension project has been delayed and the contractor is requesting more time to complete. This bond extends the life of the maintenance bond until June 12, 2022.

# Philadelphia Indemnity Insurance Company

## Endorsement (Rider)

It is hereby understood and agreed that Bond No.: PB03016800230M

Principal: DNT Construction, LLC

Obligee: Hays County, TX

In that the Surety is changing this bond effective December 12, 2021  
in the following manner:

The Maintenance Bond expiration date is being extended to the date of: June 12, 2022


*Turnersville Rd + Campo Del Sol Pkwy Extension Project.*

*\$ 121,243.00*

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 16th day of November, 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, Rosemarie Lopez, 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 \$50,000,000.

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 5<sup>TH</sup> DAY OF MARCH, 2021.

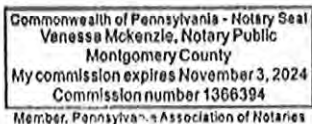
(Seal)



John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 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 Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

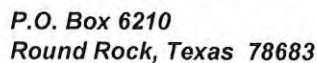
I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, 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 7th day of October, 2021.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY





**TO: Hays County Transportation Dept.  
2171 Yarrington Rd  
San Marcos, TX 78666**

DATE	11/18/2021	JOB NO.
------	------------	---------

**ATTENTION: James Parman**

**RE: Turnersville Road & Campo Del Sol**

WE ARE SENDING YOU:       X       ATTACHED  
THE FOLLOWING ITEMS

UNDER SEPARATE COVER VIA

[illegible]

THESE ARE TRANSMITTED AS CHECKED BELOW:

**FOR APPROVAL**

**X AS REQUESTED**

**X FOR YOUR USE**

**FOR REVIEW AND COMMENT**

## REMARKS

FedEx Tracking No 7752 5421 6990

Received By:

**SIGNED:**

**Kristyne Watley, Contract Administrator**

**Phone: 512.837.6700 / Email: [kwatley@dntconstruction.com](mailto:kwatley@dntconstruction.com)**

**COPY 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

Discussion and possible action to call for a public hearing on December 21, 2021 to establish a "No Parking" zone along both sides of Bliss Spillar Road between September Song Drive and the end of Bliss Spillar Road.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

December 7, 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

SMITH

#### 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 location.

Legend

Travis County

Hays County

No Parking zone - both sides of the road:  
September Song to the end of Bliss Spillar Rd.

Google Earth

© 2021 Google



3000 ft



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Hold a public hearing with possible action to establish a "No Thru Truck Traffic" zone on York Creek Road, a segment of Francis Harris Lane, and a segment of Soechting Lane.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

December 7, 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

INGALSBE

#### CO-SPONSOR

N/A

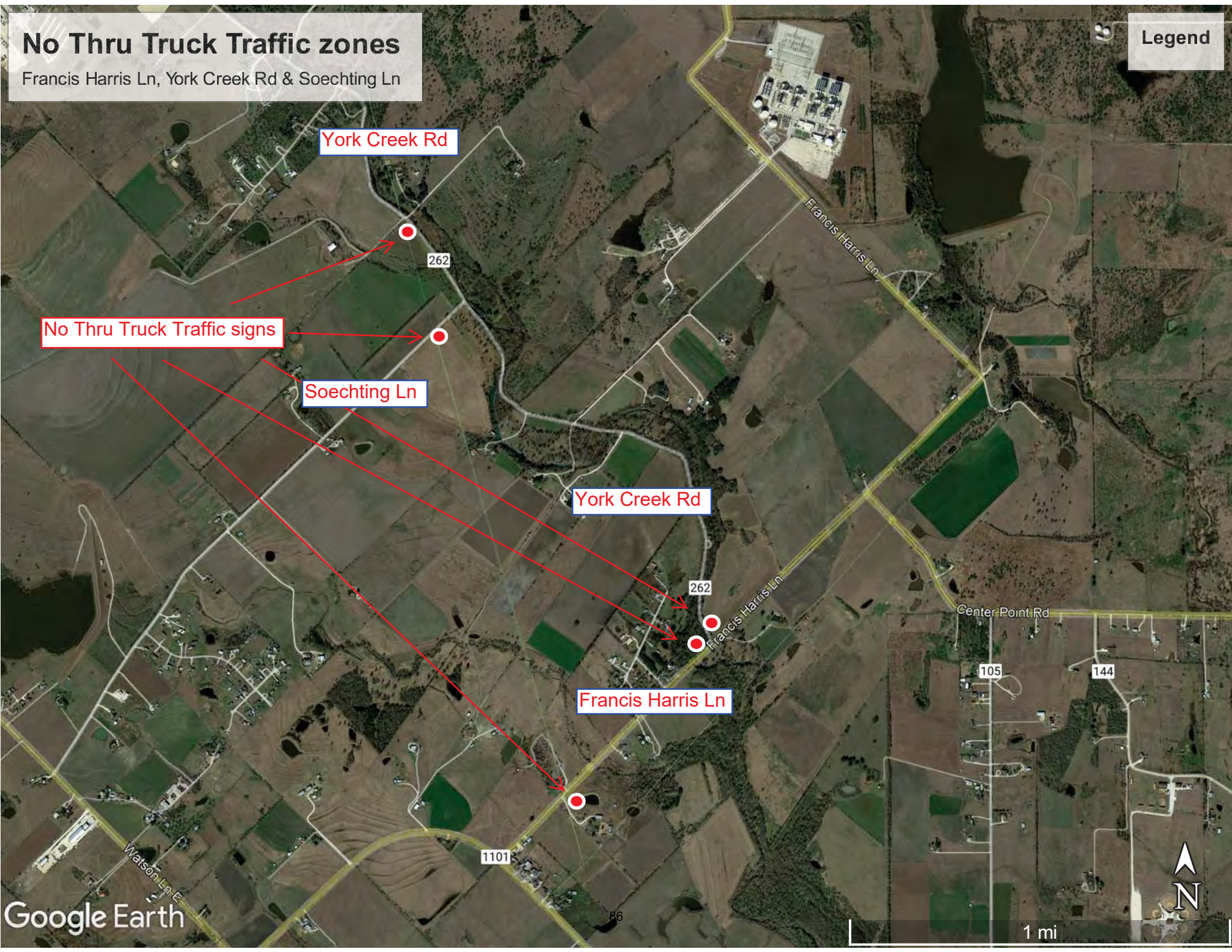
#### SUMMARY

As a result of a recent traffic study, it is recommended that a "No Thru Truck Traffic" zone be established for York Creek Road, a segment of Francis Harris Lane, and a segment of Soechting Lane for the safety of local residents. Over the past couple of years, there has been an increase in the number of dump/haul trucks on these roads for access to IH-35.

# No Thru Truck Traffic zones

Francis Harris Ln, York Creek Rd & Soechting Ln

Legend





## 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 "Yield" sign on both sides of the low-water crossing on Trautwein Road for safety.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

December 7, 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

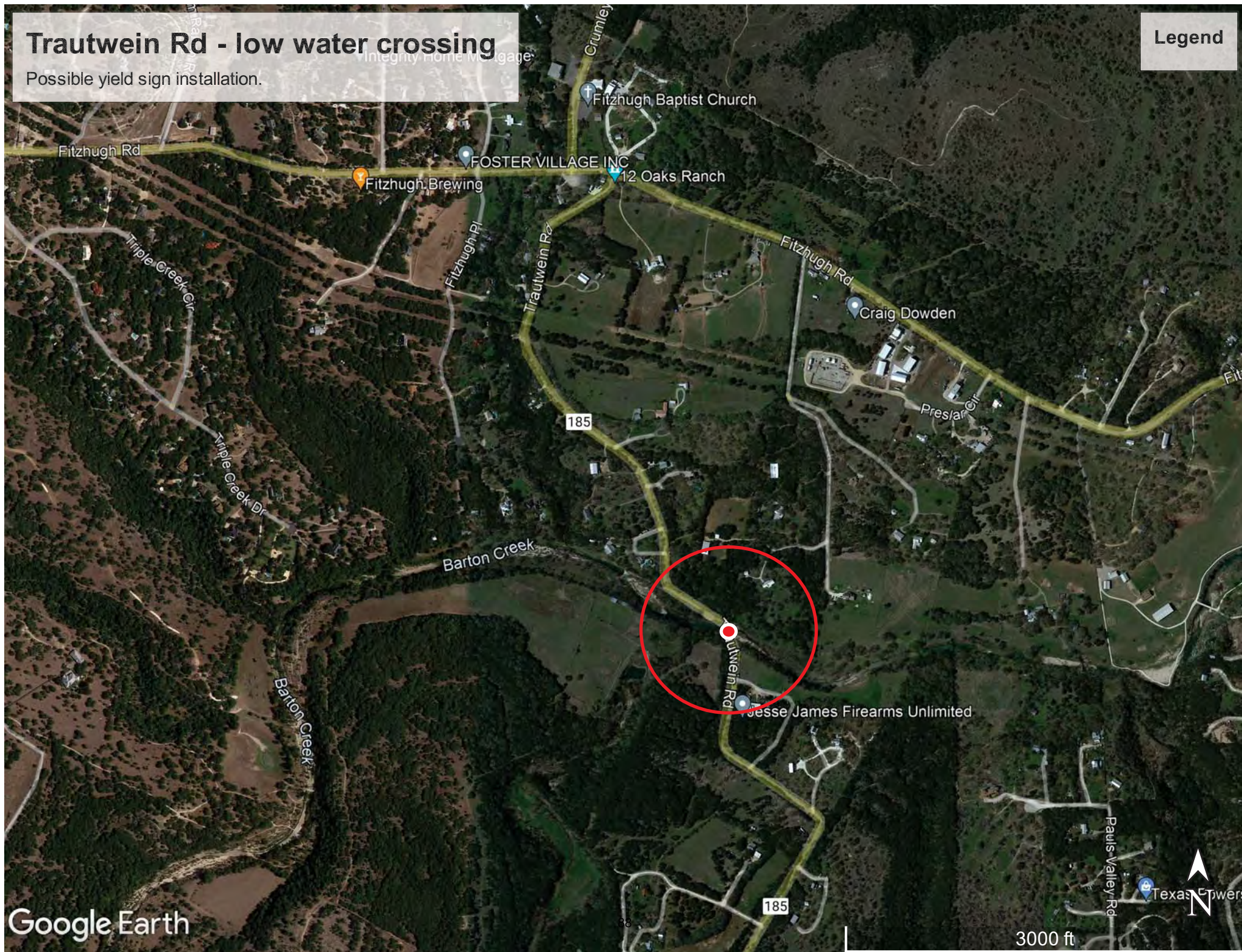
It is recommended that a "Yield" sign be established for each direction of travel at the low-water crossing on Trautwein Road for safety. The crossing itself is generally only wide enough for one vehicle to cross at a time, and there have been many accidents and near-misses as a result of two vehicles trying to cross simultaneously.



# Trautwein Rd - low water crossing

Possible yield sign installation.

Legend





low water



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to approve the selection of Pape-Dawson Engineers, Inc. to perform Construction Engineering and Inspection (CE&I) services for the Old Bastrop Reconstruction and Safety Improvements project in Precinct 1; and to authorize staff and counsel to negotiate a Work Authorization under their On-Call CE&I contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 7, 2021	\$0.00

#### LINE ITEM NUMBER

Road Bond Funds

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, P.E., Transportation Director	INGALSBE	N/A

#### SUMMARY

The Old Bastrop Reconstruction and Safety Improvements project has a construction letting scheduled for Spring 2022 and is to be advertised by the County. The County would like to begin negotiations with Pape-Dawson Engineers, Inc. for CE&I to have them under contract before construction begins.

Pape-Dawson Engineers, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2020-Q03 and has an On-Call contract for CE&I services approved June 30, 2020.

## 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 fiscal surety for the construction of street and drainage improvements in the amount of \$1,516,062.79 for Crosswinds, Phase 5 Subdivision (Bond # K40280649).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 7, 2021	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

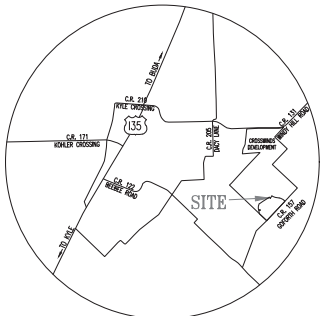
PURCHASING GUIDELINES FOLLOWED: N/A      AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	INGALSBE	N/A

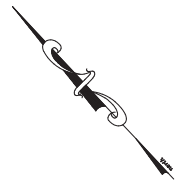
#### SUMMARY

The final plat for the Crosswinds, Phase 5 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.

# CROSSWINDS PHASE FIVE

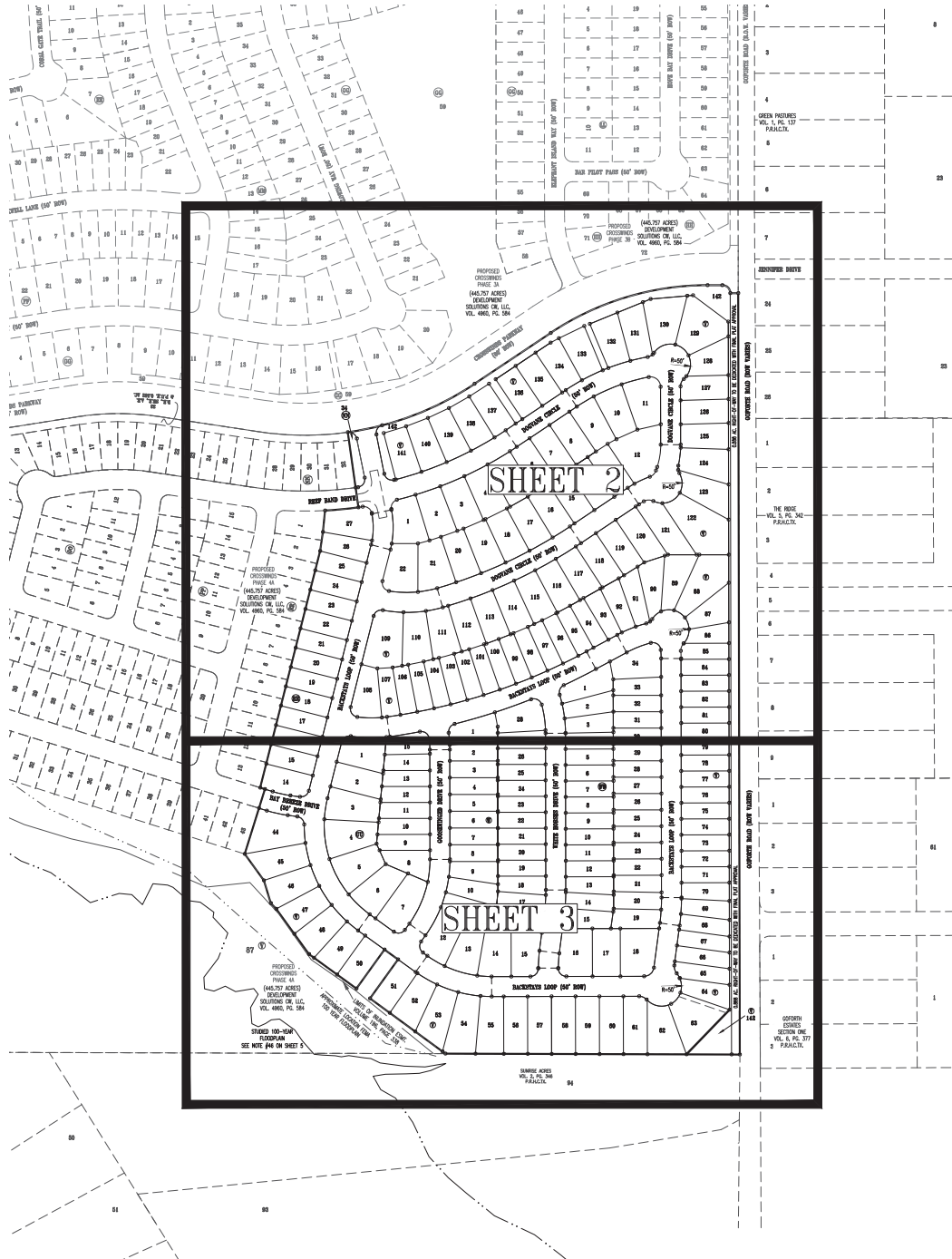


VICINITY MAP  
NOT TO SCALE



SCALE: 1" = 200'

## OVERALL LAYOUT



**Carlson, Brigrance & Doering, Inc.**

FIRM ID #P3791 REG. # 10024900

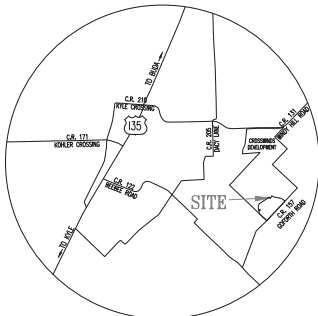
Civil Engineering Surveying

5501 West William Cannon Austin, Texas 78749

Phone No. (512) 280-5160 Fax No. (512) 280-5165



# CROSSWINDS PHASE FIVE



VICINITY MAP  
NOT TO SCALE

OWNER: DEVELOPMENT SOLUTIONS CW, LLC.  
12222 MERIT DRIVE, SUITE 1020  
DALLAS, TX 75251  
(972) 960-2777  
(972) 960-2660 FAX

ENGINEER & SURVEYOR:  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DRIVE  
AUSTIN, TEXAS 78749  
(512) 280-5160 PHONE  
(512) 280-5165 FAX

DATE: OCTOBER 29, 2021  
ACREAGE: 43.296 ACRES

SURVEY: SAMUEL LITTLE SURVEY NO. 8,  
ABSTRACT NO. 286,  
HAYS COUNTY, TEXAS

F.E.M.A. MAP NO. 48209C0290F  
NO. 48209C0293F  
HAYS COUNTY, TEXAS DATED SEPTEMBER 2, 2005

SINGLE FAMILY LOTS 211  
DRAINAGE, SIDEWALK, ACCESS & 2  
PUBLIC UTILITY LOTS 0  
PARK LOTS 0  
NUMBER OF BLOCKS 7

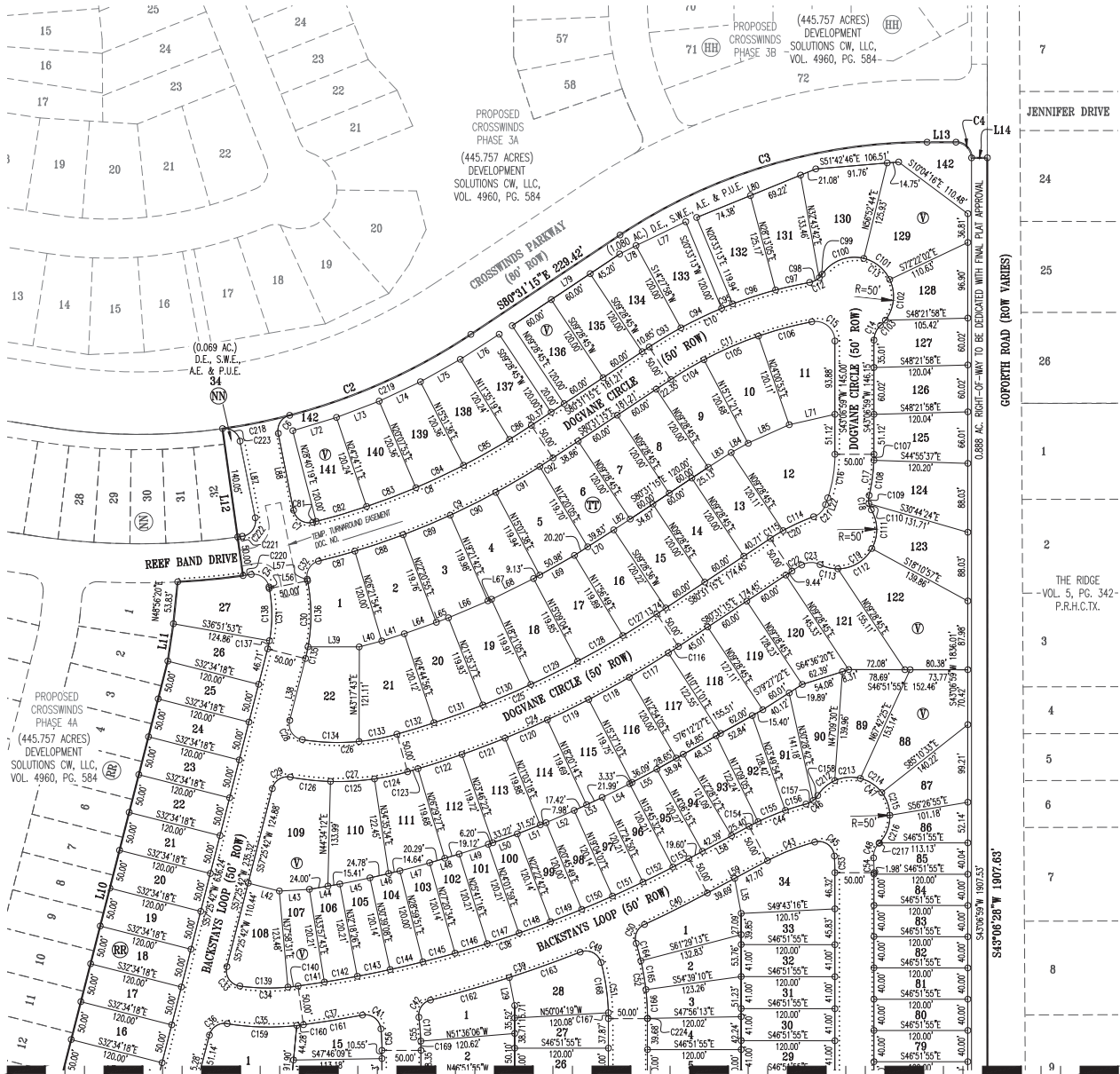
## LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" CAPPED IRON ROD SET (UNLESS OTHERWISE NOTED)
- 25 LOT NUMBER
- Ⓟ BLOCK DESIGNATION
- 4' SIDEWALK
- 100 YEAR FEMA FLOOD PLAIN

O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS,  
HAYS COUNTY, TEXAS

P.R.H.C.TX. PLAT RECORDS,  
HAYS COUNTY, TEXAS

SCALE: 1" = 100'



MATCHLINE SHEET 3

## RIGHT-OF-WAY LINEAR FOOTAGE

BACKSTAYS LOOP	50' R.O.W.	3,869' LOCAL
REEF BAND DRIVE	50' R.O.W.	53' LOCAL
DOGVANE CIRCLE	50' R.O.W.	1924' LOCAL
GOOSEWINGED DRIVE	50' R.O.W.	606' LOCAL
BAY BREEZE DRIVE	50' R.O.W.	136' LOCAL
WHITE HORSES DRIVE	50' R.O.W.	765' LOCAL
TOTAL	ROW=9.379 AC.	7,353'

SHEET NO. 2 OF 6

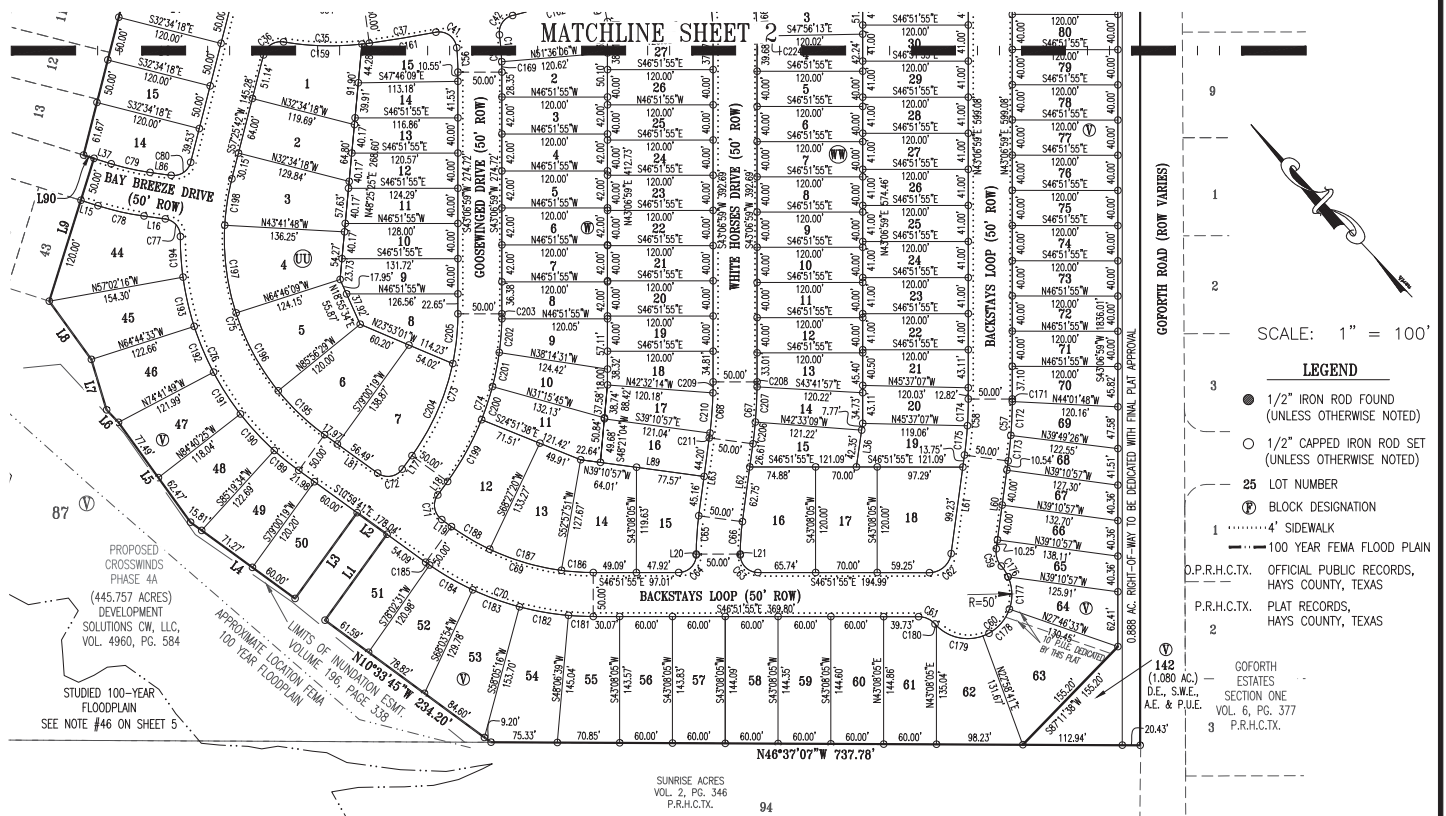


Carlson, Brigance & Doering, Inc.

FIRM ID #P3791 REG. # 10024900

Civil Engineering Surveying  
5501 West William Cannon  
Phone No. (512) 280-5160 Austin, Texas 78749  
Fax No. (512) 280-5165

# CROSSWINDS PHASE FIVE



SHEET NO. 3 OF 6

Carlson, Brigrance & Doering, Inc.

FIRM ID #P3791 REG. # 10024900

Civil Engineering Surveying  
5501 West William Cannon Austin, Texas 78749  
Phone No. (512) 280-5160 Fax No. (512) 280-5165



# CROSSWINDS PHASE FIVE

Curve Table					
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent DELTA
C2	342.86	765.00	S67°40'53"E	339.99	174.36 25°40'44"
C3	416.72	710.00	S63°42'24"E	410.77	214.56 33°37'43"
C4	31.42	20.00	S01°53'16"E	28.29	20.00 90°00'31"
C5	30.49	20.00	N11°48'01"W	27.62	19.10 87°21'17"
C6	30.27	20.00	S75°14'00"W	27.46	18.88 86°42'46"
C7	32.43	20.00	S14°34'49"E	28.99	21.04 92°54'53"
C8	307.74	905.00	S70°46'45"E	306.26	155.37 19°29'00"
C9	329.23	955.00	S70°38'41"E	327.61	166.27 19°45'09"
C10	222.88	545.00	N68°48'00"W	221.43	113.07 23°28'31"
C11	196.22	495.00	N69°09'53"W	194.94	99.42 22°42'44"
C12	19.77	25.00	S79°44'10"E	19.26	10.44 45°18'52"
C13	169.03	50.00	N05°32'37"W	99.29	416.24 193°41'58"
C14	21.03	25.00	S67°12'41"W	20.41	11.18 48°11'23"
C15	44.04	25.00	N07°20'46"W	38.56	30.29 100°55'30"
C16	56.92	175.00	N52°26'06"E	56.67	26.72 18°38'14"
C17	53.18	225.00	N49°53'15"E	53.06	26.71 13°32'31"
C18	19.24	25.00	S34°36'32"W	18.77	10.13 44°05'57"
C19	128.56	50.00	N86°13'17"E	95.96	170.57 147°19'27"
C20	62.19	255.00	N73°32'02"W	62.04	31.25 13°58'26"
C21	22.56	25.00	N87°36'12"E	21.80	12.11 51°41'59"
C22	14.65	205.00	N78°28'27"W	14.64	7.33 47°05'36"
C23	24.57	25.00	N48°16'19"W	23.59	13.38 56°18'39"
C24	383.55	1245.00	S71°41'43"E	382.03	193.30 173°04'04"
C25	368.14	1195.00	S71°41'43"E	366.69	185.54 173°04'04"
C26	122.31	275.00	S50°07'43"E	121.30	62.18 25°28'56"
C27	151.68	325.00	S49°29'58"E	150.31	77.25 26°44'26"
C28	33.10	20.00	S10°01'14"W	29.45	21.76 94°48'58"
C29	30.17	20.00	N79°21'01"W	27.39	18.80 86°26'32"
C30	100.34	225.00	N44°39'10"E	99.51	51.02 25°33'05"
C31	67.26	175.00	N42°53'14"E	66.84	34.05 22°01'13"
C32	30.49	20.00	S75°33'16"W	27.62	19.10 87°21'17"
C33	33.72	20.00	S09°07'51"W	29.86	22.45 96°35'44"
C34	74.67	275.00	S46°56'44"E	74.44	37.57 15°33'26"
C35	98.03	325.00	S46°04'58"E	97.66	49.39 17°16'57"
C36	29.72	20.00	N80°00'24"W	27.06	18.37 85°07'48"
C37	76.61	1535.00	S56°09'14"E	76.60	38.31 2°51'34"
C38	529.13	1485.00	S64°55'55"E	526.33	267.40 20°24'55"
C39	201.37	1535.00	S64°40'30"E	201.23	100.83 7°30'59"
C40	90.15	1535.00	S73°27'25"E	90.14	45.09 32°15'4"
C41	33.14	20.00	N10°06'26"W	29.48	21.81 94°57'11"
C42	29.13	20.00	S77°21'37"W	26.62	17.83 83°26'44"
C43	65.17	275.00	N68°21'03"W	65.01	32.74 13°34'39"
C44	78.53	325.00	N68°13'01"W	78.34	39.46 13°50'42"
C45	34.99	20.00	N11°26'17"W	30.70	23.94 100°14'53"
C46	18.95	25.00	S83°00'38"E	18.50	9.96 43°25'55"
C47	167.20	50.00	N08°55'40"W	99.49	492.35 191°35'50"
C48	20.54	25.00	S83°20'15"W	19.96	10.89 47°04'00"
C49	33.66	20.00	N20°13'17"W	29.82	22.38 96°25'25"
C50	28.75	20.00	S67°02'52"W	26.34	17.50 82°21'21"
C51	72.60	275.00	N35°33'12"E	72.39	36.51 15°07'34"
C52	97.83	325.00	N34°29'35"E	97.46	49.29 17°14'48"
C53	21.26	275.00	N40°54'04"E	21.26	10.64 42°25'50"
C54	18.79	325.00	N41°27'37"E	18.79	9.40 31°18'45"
C55	42.42	325.00	N39°22'37"E	42.39	21.24 72°8'44"
C56	27.58	275.00	N40°14'34"E	27.57	13.80 5°44'49"
C57	70.57	525.00	N46°58'01"E	70.51	35.34 74°2'04"
C58	63.85	475.00	N46°58'01"E	63.80	31.97 74°2'04"
C59	21.03	25.00	S26°43'22"W	20.41	11.18 48°11'23"
C60	155.94	50.00	S89°01'26"E	99.99	4395.22 178°41'47"
C61	21.03	25.00	N22°46'14"W	20.41	11.18 48°11'23"
C62	35.92	25.00	S88°01'26"E	32.91	21.85 82°19'02"
C63	31.42	20.00	S01°51'55"E	28.28	20.00 90°00'00"
C64	31.42	20.00	N88°08'05"E	28.28	20.00 90°00'00"
C65	43.58	325.00	S46°58'34"W	43.55	21.82 74°05'58"
C66	36.88	275.00	S46°58'34"W	36.85	18.47 74°05'58"
C67	70.57	525.00	N46°58'01"E	70.51	35.34 74°2'04"
C68	63.85	475.00	N46°58'01"E	63.80	31.97 74°2'04"
C69	172.17	275.00	S28°55'48"E	169.37	89.01 35°52'14"
C70	203.47	325.00	S28°55'48"E	200.16	105.19 35°52'14"
C71	31.42	20.00	S34°00'19"W	28.28	20.00 90°00'00"
C72	31.42	20.00	S55°59'41"E	28.28	20.00 90°00'00"
C73	172.25	275.00	N61°03'39"E	169.45	89.06 35°53'20"
C74	203.57	325.00	N61°03'39"E	200.26	105.25 35°53'20"
C75	328.41	275.00	S23°13'01"W	309.24	186.97 68°25'23"
C76	309.34	325.00	S16°16'23"W	297.80	167.51 54°32'07"

Curve Table					
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent DELTA
C77	28.80	20.00	N02°17'16"E	26.38	17.54 82°30'19"
C78	53.69	325.00	S34°13'55"E	53.63	26.91 92°7'56"
C79	45.43	275.00	S34°13'55"E	45.38	22.77 92°7'56"
C80	29.18	20.00	S80°46'05"E	26.66	17.88 83°36'24"
C81	4.59	905.00	S61°10'58"E	4.59	2.29 0°17'25"
C82	67.43	905.00	S63°27'45"E	67.42	33.73 4°16'09"
C83	67.47	905.00	S67°43'58"E	67.45	33.75 4°16'17"
C84	67.47	905.00	S72°00'15"E	67.45	33.75 4°16'17"
C85	67.47	905.00	S76°16'33"E	67.45	33.75 4°16'17"
C86	33.32	905.00	S79°27'58"E	33.32	16.66 2°06'34"
C87	47.78	955.00	S62°12'06"E	47.78	23.90 2°52'00"
C88	65.32	955.00	S65°35'41"E	65.31	32.67 3°55'09"
C89	65.34	955.00	S69°30'51"E	65.32	32.68 3°55'12"
C90	65.33	955.00	S73°28'02"E	65.32	32.68 3°55'10"
C91	65.33	955.00	S77°21'12"E	65.32	32.68 3°55'10"
C92	20.13	955.00	S79°55'01"E	20.13	10.07 1°12'28"
C93	47.44	545.00	N78°01'38"W	47.42	23.73 4°59'14"
C94	57.90	545.00	N72°29'24"W	57.88	28.96 6°05'15"
C95	15.00	545.00	N68°39'28"W	15.00	7.50 1°34'38"
C96	57.90	545.00	N64°49'32"W	57.87	28.96 6°05'14"
C97	44.74	545.00	N59°25'50"W	44.72	22.38 4°42'11"
C98	13.93	25.02	S73°02'29"E	13.75	7.15 31°53'53"
C99	5.84	25.00	N64°18'05"E	5.83	2.93 13°23'22"
C100	60.05	50.00	N67°45'26"W	56.84	34.54 69°16'20"
C101	44.29	50.00	N07°44'39"W	42.86	23.72 50°45'14"
C102	55.06	50.00	N49°10'43"E	52.32	30.69 63°05'29"
C103	9.23	50.00	N86°00'55"E	9.22	4.63 10°34'55"
C104	49.33	495.00	N71°39'57"W	49.31	24.69 5°42'36"
C105	76.25	495.00	N70°23'53"W	76.17	38.20 8°49'33"
C106	70.64	495.00	N61°53'49"W	70.58	35.38 8°10'35"
C107	7.68	225.00	N40°05'41"E	7.68	3.84 1°57'24"
C108	45.50	225.00	N50°51'57"E	45.42	22.83 11°35'07"
C109	10.59	25.00	S44°31'07"W	10.51	5.38 24°16'47"
C110	8.65	25.00	S22°28'08"W	8.60	4.37 19°49'10"
C111	51.71	50.00	N42°11'18"E	49.44	28.44 59°15'30"
C112	53.26	50.00	S77°39'59"E	50.78	29.47 61°01'56"
C113	23.59	50.00	S33°38'01"E	23.37	12.02 27°02'02"
C114	42.89	255.00	N40°05'15"W	42.84	21.49 9°38'12"
C115	19.30	255.00	N78°21'08"W	19.30	9.66 4°20'15"
C116	15.31	1245.00	S80°10'07"E	15.31	7.65 0°42'16"
C117	59.06	1245.00	S77°22'27"E	59.05	29.53 24°30'04"
C118	59.06	1245.00	S79°44'23"E	59.05	29.53 24°30'04"
C119	59.06	1245.00	S73°01'18"E	59.05	29.53 24°30'04"
C120	59.06	1245.00	S70°18'14"E	59.05	29.53 24°30'04"
C121	59.06	1245.00	S67°35'10"E	59.05	29.53 24°30'04"
C122	59.06	1245.00	S64°52'06"E	59.05	29.53 24°30'04"
C123	13.89	1245.00	S63°11'22"E	13.89	6.95 0°38'22"
C124	43.33	325.00	N71°21'55"W	43.30	21.70 7°38'19"
C125	56.56	325.00	S50°14'46"E	56.48	28.35 9°58'14"
C126	51.80	325.00	S40°41'42"E	51.74	25.95 9°07'54"
C127	51.47	1195.00	N71°17'13"E	51.47	25.74 22°8'04"
C128	66.83	1195.00	S76°27'04"E	66.82	33.42 31°12'15"
C129	66.73	1195.00	S73°14'58"E	66.72	33.37 31°15'07"
C130	66.82	1195.00	S70°02'52"E	66.81	33.42 31°12'14"
C131	66.84	1195.00	S65°50'55"E	66.63	33.33 31°14'42"
C132	49.66	1195.00	S64°03'38"E	49.66	24.84 22°2'52"
C133	49.32	275.00	S57°43'54"E	49.26	24.73 10°16'35"
C134	72.98	275.00	S49°59'26"E	72.77	36.71 15°12'21"
C135	15.38	225.00	N56°28'14"E	15.37	7.69 3°54'57"
C136	84.96	225.00	N42°41'41"E	84.46	42.99 21°38'08"
C137	10.79	175.00	N55°39'46"E	10.78	5.39 33°15'52"
C138	67.26	175.00	N42°53'14"E	66.84	34.05 22°01'13"
C139	61.71	275.00	S45°35'45"E	61.58	30.99 12°51'27"
C140	12.96	275.00	S53°22'28"E	12.96	6.48 24°15'59"
C141	34.05	1485.00	S55°22'52"E	34.05	17.03 11°18'50"
C142	42.89	1485.00	S56°51'56"E	42.89	21.45 1°39'17"
C143	42.89	1485.00	S58°31'13"E	42.89	21.45 1°39'17"
C144	42.89	1485.00	S60°10'30"E	42.89	21.45 1°39'17"
C145	42.89	1485.00	S61°49'48"E	42.89	21.45 1°39'17"
C146	42.89	1485.00	S63°29'05"E	42.89	21.45 1°39'17"
C147	42.89	1485.00	S65°08'22"E	42.89	21.45 1°39'17"
C148	42.89	1485.00	S66°47'40"E	42.89	21.45 1°39'17"
C149	42.89	1485.00	S68°26'57"E	42.89	21.45 1°39'17"
C150	42.89	1485.00	S70°06'14"E	42.89	21.45 1°39'17"
C151	42.89	1485.00	S71°45'32"E	42.89	21.45 1°39'17"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C152	42.89	1485.00	S73°24'49"E	42.89	21.45	1°39'17"
C153	23.29	1485.00	S74°41'25"E	23.29	11.64	0°53'55"
C154	12.99	325.00	N73°59'39"W	12.99	6.50	21°17'27"
C155	37.89	325.00	N69°30'31"W	37.87	18.97	6°40'49"
C156	27.65	325.00	N65°43'53"W	27.64	13.83	4°52'26"
C157	10.41	25.00	S73°13'29"E	10.34	5.28	23°51'37"
C158	8.54	25.00	N80°03'33"E	8.50	4.31	19°34'18"
C159	8.49	325.00	S45°19'24"E	89.21	45.03	15°46'39"
C160	8.54	325.00	S55°58'16"E	8.54	4.27	17°30'19"
C161	76.61	1535.00	S66°09'14"E	76.60	38.31	25°51'34"
C162	104.87	1535.00	N33°52'26"E	104.85	52.45	55°44'39"
C163	96.51	1535.00	S66°37'56"E	96.49	48.27	37°36'08"
C164	23.15	325.00	N27°54'37"E	23.14	11.58	40°04'52"
C165	37.50	325.00	N33°15'24"E	37.48	18.77	6°36'42"
C166	36.86	325.00	N39°48'41"E	36.84	18.45	6°29'53"
C167	7.56	275.00	N42°19'46"E	7.56	3.76	13°42'27"
C168	65.04	275.00	N34°45'59"E	64.89	32.67	13°33'06"
C169	11.79	325.00	N40°04'37"E	11.79	5.90	2°04'45"
C170	30.63	318.29	N38°20'15"E	30.62	15.33	5°30'49"
C171	2.78	525.00	N43°16'05"E	2.78	1.39	0°18'11"
C172	38.54	525.00	N45°31'21"E	38.53	19.28	4°12'22"
C173	29.25	525.00	N49°13'18"E	29.24	14.63	3°11'31"
C174	30.29	475.00	N44°56'36"E	30.29	15.15	3°39'14"
C175	33.55	475.00	N48°47'38"E	33.55	16.78	4°02'50"
C176	14.53	50.00	N10°57'07"E	14.48	7.32	16°38'52"
C177	34.48	50.00	N46°45'00"E	34.61	19.67	42°56'54"
C178	47.29	50.00	N87°36'04"E	46.86	23.72	50°45'14"
C179	57.25	50.00	S34°13'12"E	54.17	32.22	65°36'13"
C180	2.39	50.00	S00°02'49"E	2.39	1.20	2°44'34"
C181	28.23	325.00	S42°23'38"E	28.22	14.12	4°58'34"
C182	56.59	325.00	S36°54'02"E	56.52	28.37	9°58'38"
C183	56.59	325.00	S26°55'25"E	56.52	28.37	9°58'38"
C184	56.59	325.00	S16°36'47"E	56.52	28.37	9°58'38"
C185	5.46	325.00	S11°28'35"E	5.46	2.73	0°57'48"
C186	36.24	275.00	S43°05'23"E	36.22	18.15	7°33'04"
C187	85.29	275.00	S30°25'46"E	84.95	42.90	17°46'12"
C188	50.64	275.00	S16°16'10"E	50.56	25.39	10°32'99"
C189	35.85	325.00	S07°50'03"E	35.84	17.95	6°19'15"
C190	56.59	325.00	S00°18'53"W	56.52	28.37	9°58'38"
C191	56.59	325.00	S10°17'30"W	56.52	28.37	9°58'38"
C192	56.59	325.00	S20°16'08"W	56.52	28.37	9°58'38"
C193	57.39	325.00	S30°18'57"W	57.31	28.77	10°07'01"
C194	46.32	325.00	S39°27'27"W	46.28	23.20	8°09'58"
C195	72.73	275.00	S45°05'05"E	72.52	36.58	15°09'11"
C196	101.14	275.00	S14°41'41"W	100.57	51.15	21°04'21"
C197	101.14	275.00	S35°46'01"W	100.57	51.15	21°04'21"
C198	53.40	275.00	S51°15'57"W	53.31	26.78	11°07'31"
C199	80.38	325.00	N71°55'11"E	80.18	40.40	14°10'16"
C200	39.65	325.00	N61°20'21"E	39.62	19.85	6°59'24"
C201	39.32	325.00	N54°42'40"E	39.30	19.69	58°58'
C202	38.59	325.00	N40°30'35"E	38.57	19.32	6°48'13"
C203	5.62	325.00	N43°36'44"E	5.62	2.81	0°59'30"
C204	115.31	275.00	N66°59'33"E	114.47	58.52	24°01'31"
C205	56.94	275.00	N40°02'53"E	56.84	28.57	11°51'49"
C206	24.81	525.00	N49°27'50"E	24.80	12.41	24°22'26"
C207	40.01	525.00	N45°55'38"E	40.00	20.01	42°13'59"
C208	5.75	525.00	N45°25'49"E	5.75	2.88	0°37'39"
C209	12.57	475.00	N45°52'29"E	12.57	6.29	1°30'59"
C210	45.83	475.00	N43°23'49"E	45.81	22.93	5°31'42"
C211	5.44	475.00	N50°29'22"E	5.44	2.72	0°39'23"
C212	29.37	50.00	N87°35'51"W	28.95	15.12	33°39'28"
C213	33.49	50.00	N51°52'49"W	32.87	17.40	38°22'36"
C214	33.49	50.00	N13°30'10"W	32.87	17.40	38°22'42"
C215	31.40	50.00	N2°40'45"E	30.89	16.24	35°59'08"
C216	36.89	50.00	N65°26'24"E	37.73	20.37	44°20'10"
C217	0.75	50.00	N80°58'22"E	0.75	0.38	0°51'46"
C218	87.70	765.00	S58°07'34"E	87.65	43.90	6°34'05"
C219	255.16	765.00	S70°57'56"E	253.98	128.78	19°06'38"
C220	10.61	955.00	S59°09'33"E	10.61	5.31	0°38'12"
C221	5.81	905.00	S55°01'29"E	5.81	2.90	0°22'03"
C222	32.43	20.00	N78°20'03"E	28.99	21.04	92°54'53"
C223	30.21	20.00	N11°23'46"W	27.42	18.83	86°32'57"
C224	0.32	325.00	N43°05'18"E	0.32	0.16	0°03'21"



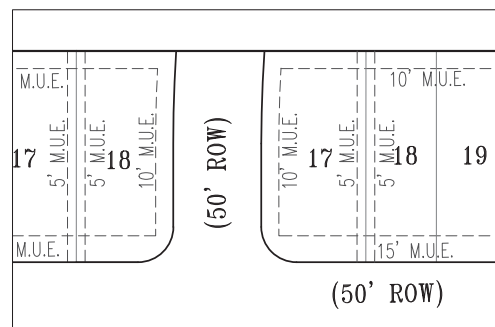
# CROSSWINDS PHASE FIVE

## FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED WITHIN THE EXTRA TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF KYLE.
2. THIS PROJECT IS LOCATED IN THE BRUSHY CREEK – PLUM CREEK SUB WATERSHED.
3. NO PORTION OF THIS PRELIMINARY PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE OR CONTRIBUTING ZONE.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
5. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM THE CITY OF KYLE.
6. ORGANIZED WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE CITY OF KYLE.
7. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
8. TELEPHONE SERVICE WILL BE PROVIDED BY SPECTRUM.
9. ORGANIZED GAS SERVICE MAY BE PROVIDED.
10. MINIMUM FRONT SETBACK SHALL BE TWENTY (20') FEET.
11. MINIMUM REAR SETBACK SHALL BE FIFTEEN (15') FEET.
12. MINIMUM SIDE AND INTERIOR SIDE SETBACKS SHALL BE FIVE (5') FEET.
13. MINIMUM SIDE SETBACK ADJACENT TO A PUBLIC STREET SHALL BE TEN (10') FEET.
14. A 15' MUNICIPAL UTILITY EASEMENT (M.U.E.) SHALL BE LOCATED ALONG THE FRONT OF EACH LOT ADJACENT TO THE R.O.W., A 10' M.U.E. ALONG SIDE YARDS ADJACENT TO THE ROW AND A 10' M.U.E. ALONG REAR PROPERTY LINES.
15. ALL STREETS SHALL BE DESIGNED AS IN ACCORDANCE WITH APPLICABLE CITY OF KYLE AND HAYS COUNTY DEVELOPMENT REGULATIONS AND DEDICATED AS PUBLIC R.O.W. AT FINAL PLATTING.
16. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED COMMUNITY WATER SYSTEM.
17. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED ORGANIZED WASTEWATER SYSTEM.
18. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF KYLE CODE OF ORDINANCES. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE KYLE WATER UTILITY. THE UTILITY CONSTRUCTION MUST BE INSPECTED BY THE CITY OF KYLE.
19. PRIOR TO CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF KYLE FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT OF EXISTING CONDITIONS.
20. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.
21. NO STRUCTURE SHALL BE OCCUPIED UNTIL A CERTIFICATE OF OCCUPANCY IS ISSUED BY THE CITY OF KYLE.
22. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND TO PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS AS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
23. ALL ROADWAYS WILL BE PUBLICLY DEDICATED AND MAINTAINED.
24. DRAINAGE EASEMENTS SHALL REMAIN OPEN AND FREE OF OBSTRUCTIONS.
25. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION.
26. PUBLIC SIDEWALKS BUILT TO THE CITY OF KYLE STANDARDS, ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS, INCLUDING CROSSWINDS PARKWAY, WHICH SHALL HAVE A 10' CONCRETE SIDEWALK ON ONE SIDE AND A 5' DECOMPOSED GRANITE ON THE OPPOSITE SIDE. ALL THE OTHER STREETS SHALL HAVE 4' CONCRETE SIDEWALKS EACH SIDE.
27. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF GOLFTHRU ROAD. THIS INCLUDES EXISTING STREETS ADJACENT TO THE PROPOSED SUBDIVISION, WHERE SIDEWALKS DO NOT ALREADY EXIST OR ARE IN NEED OF REPLACEMENT. THOSE SIDEWALKS NOT ADJUTING A 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). SIDEWALKS TO BE MAINTAINED BY THE CROSSWINDS MUNICIPAL UTILITY DISTRICT.
28. THE CITY OF KYLE HAS THE RIGHT TO PRUNE AND REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR.
29. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE THE ELECTRIC COMPANY THAT SHALL SERVICE THIS SUBDIVISION WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH THE CITY OF KYLE CODE OF ORDINANCES.
30. THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT.
31. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
32. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF KYLE AND HAYS COUNTY.
33. PARKLAND REQUIREMENTS ARE SATISFIED THROUGH THE CROSSWINDS MUNICIPAL UTILITY DISTRICT.
34. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
35. THIS FINAL PLAT IS LOCATED WITHIN ESD #5.
36. THE OWNER/DEVELOPER IS ADVISED TO OBTAIN APPROVAL FOR ANY NEEDED LICENSE AGREEMENTS PRIOR TO APPROVAL OF THE CONSTRUCTION PLANS. OTHER SPECIAL OR NONSTANDARD TREATMENTS OF THE R.O.W. MAY ALSO REQUIRE A LICENSE AGREEMENT.
37. APPROVAL OF THIS PRELIMINARY PLAN DOES NOT CONSTITUTE APPROVAL OF ANY DEVIATION FROM THE CITY OF KYLE'S CODE OF ORDINANCES IN THE FINAL PLAT, CONSTRUCTION PLAN OR SITE PLAN STAGE, UNLESS SUCH DEVIATIONS HAVE BEEN SPECIFICALLY REQUESTED IN WRITING AND SUBSEQUENTLY APPROVED IN WRITING BY THE CITY. SUCH APPROVALS DO NOT RELIEVE THE ENGINEER OF THE OBLIGATION TO MODIFY THE DESIGN OF THE PROJECT IF IT DOES NOT MEET ALL OTHER CITY OF KYLE'S REGULATIONS OR IF IT IS SUBSEQUENTLY DETERMINED THAT THE DESIGN WOULD ADVERSELY IMPACT THE PUBLIC'S SAFETY, HEALTH, WELFARE OR PROPERTY.
38. LOT 57, BLOCK "SS" AND LOT 22, BLOCK "TT" ARE TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION OR HIS OR HERS ASSIGNS.
39. 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 KYLE. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
40. THE LANDOWNER SHALL BE RESPONSIBLE FOR PROVIDING THE SUBDIVISION INFRASTRUCTURE, INCLUDING WATER AND WASTEWATER UTILITY IMPROVEMENTS, OFFSITE MAIN EXTENSION AND SYSTEM UPGRADES.
41. ALL ELECTRICAL, TELEPHONE, CABLE TELEVISION AND SIMILAR LINES SHALL BE UNDERGROUND.
42. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES 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.
43. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
44. ALL MAILBOXES LOCATED IN THE RIGHT-OF-WAY SHALL BE OF AN APPROVED TxDOT OR FHWA APPROVED DESIGN.
45. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER/OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST. THIS REQUIREMENT IS UNDER THE TPDES GENERAL PERMIT TXR040000 PART III, SECTION B.
46. THE PROPOSED 100-YR FLOODPLAIN BOUNDARY PER ATLAS 14 SHOWN ON THE PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC., DATED MARCH 5, 2020. THE FEMA 100-YR FLOODPLAIN SHOWN ON THE PLAT WAS TAKEN FROM THE FEMA FIRM NO. 48209C0290F & 48209C0293F, EFFECTIVE SEPTEMBER 2, 2005. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THE PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO EITHER THE BASE FLOOD ELEVATION OF THE PROPOSED 100-YR FLOODPLAIN BOUNDARY PER ATLAS 14, OR BY ADDING ONE (1) FOOT TO THE 100-YR WATER SURFACE ELEVATION OF THE WATER QUALITY/RETENTION POND DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED MARCH 5, 2020.

AREA TABLE	
AREA WITHIN SUBDIVISION	43.296 ACRES (1,885,991 sq. ft.)
AREA OF SINGLE FAMILY LOTS	32.768 ACRES (1,427,375 sq. ft.)
AREA WITHIN STREETS	9.379 ACRES

BLK.	LOT	S.F.	ACRES	BLK.	LOT	S.F.	ACRES	BLK.	LOT	S.F.	ACRES
V	142	47,057	1.080	V	69	5,200	0.119	W	1	7,202	0.165
V	141	7,583	0.174	V	68	5,047	0.116	W	2	5,416	0.124
V	140	7,599	0.174	V	67	5,200	0.119	W	3	5,040	0.116
V	139	7,602	0.175	V	66	5,416	0.124	W	4	5,040	0.116
V	138	7,599	0.174	V	65	5,435	0.124	W	5	5,040	0.116
V	137	7,395	0.170	V	64	6,030	0.138	W	6	5,040	0.116
V	136	7,200	0.165	V	63	11,586	0.266	W	7	5,040	0.116
V	135	7,200	0.165	V	62	9,337	0.214	W	8	5,040	0.116
V	134	7,640	0.175	V	61	8,636	0.198	W	9	5,206	0.133
V	133	7,669	0.176	V	60	8,694	0.198	W	10	6,045	0.139
V	132	8,048	0.185	V	59	8,668	0.198	W	11	6,469	0.149
V	131	8,231	0.189	V	58	8,653	0.198	W	12	9,461	0.217
V	130	10,465	0.240	V	57	8,637	0.198	W	13	8,804	0.204
V	129	12,275	0.282	V	56	8,632	0.198	W	14	9,254	0.212
V	128	7,310	0.168	V	55	9,279	0.213	W	15	8,041	0.185
V	127	7,079	0.163	V	54	10,500	0.241	W	16	5,596	0.137
V	126	7,202	0.165	V	53	9,462	0.221	W	17	5,112	0.117
V	125	7,489	0.172	V	52	8,373	0.192	W	18	5,142	0.118
V	124	8,912	0.205	V	51	7,309	0.167	W	19	4,800	0.110
V	123	8,678	0.200	V	50	7,217	0.165	W	20	4,800	0.110
V	122	16,376	0.352	V	49	7,794	0.178	W	21	4,800	0.110
V	121	9,460	0.217	V	48	8,264	0.189	W	22	4,800	0.110
V	120	8,207	0.188	V	47	8,467	0.194	W	23	4,800	0.110
V	119	7,680	0.176	V	46	8,492	0.194	W	24	4,800	0.110
V	118	7,623	0.175	V	45	9,138	0.209	W	25	4,800	0.110
V	117	7,494	0.172	V	44	11,418	0.262	W	26	4,800	0.110
V	116	7,415	0.170	TT	1	8,755	0.201	W	27	5,048	0.116
V	115	7,409	0.170	TT	2	8,325	0.191	W	28	8,142	0.187
V	114	7,417	0.170	TT	3	8,201	0.188	WW	1	7,614	0.175
V	113	7,413	0.170	TT	4	8,362	0.192	WW	2	5,750	0.132
V	112	7,409	0.170	TT	5	8,178	0.188	WW	3	5,344	0.123
V	111	7,824	0.182	TT	6	7,420	0.170	WW	4	4,916	0.113
V	110	8,622	0.198	TT	7	7,200	0.165	WW	5	4,800	0.110
V	109	12,216	0.280	TT	8	7,200	0.165	WW	6	4,800	0.110
V	108	7,901	0.181	TT	9	7,910	0.182	WW	7	4,800	0.110
V	107	5,214	0.120	TT	10	8,105	0.186	WW	8	4,800	0.110
V	106	4,951	0.114	TT	11	9,595	0.220	WW	9	4,800	0.110
V	105	4,950	0.114	TT	12	12,438	0.286	WW	10	4,800	0.110
V	104	4,945	0.114	TT	13	7,193	0.165	WW	11	4,800	0.110
V	103	4,945	0.114	TT	14	7,200	0.165	WW	12	4,800	0.110
V	102	4,950	0.114	TT	15	7,203	0.165	WW	13	5,049	0.116
V	101	4,951	0.114	TT	16	7,533	0.173	WW	14	4,801	0.112
V	100	4,950	0.114	TT	17	7,625	0.175	WW	15	5,731	0.132
V	99	4,950	0.114	TT	18	7,615	0.175	WW	16	9,758	0.224
V	98	4,940	0.113	TT	19	7,622	0.175	WW	17	8,400	0.193
V	97	4,950	0.114	TT	20	7,616	0.175	WW	18	10,606	0.243
V	96	4,951	0.114	TT	21	9,555	0.219	WW	19	5,822	0.134
V	95	4,950	0.114	TT	22	9,579	0.220	WW	20	5,163	0.119
V	94	4,906	0.113	UU	1	8,726	0.200	WW	21	5,017	0.115
V	93	5,267	0.121	UU	2	7,985	0.183	WW	22	4,920	0.113
V	92	5,638	0.129	UU	3	9,449	0.217	WW	23	4,920	0.113
V	91	6,140	0.141	UU	4	10,144	0.233	WW	24	4,920	0.113
V	90	7,002	0.161	UU	5	9,702	0.223	WW	25	4,920	0.113
V	89	8,260	0.190	UU	6	9,619	0.221	WW	26	4,920	0.113
V	88	12,105	0.278	UU	7	10,268	0.236	WW	27	4,920	0.113
V	87	7,325	0.168	UU	8	6,602	0.152	WW	28	4,920	0.113
V	86	4,127	0.095	UU	9	5,270	0.121	WW	29	4,920	0.113
V	85	4,778	0.110	UU	10	5,195	0.119	WW	30	4,920	0.113
V	84	4,800	0.110	UU	11	5,046	0.116	WW	31	4,920	0.113
V	83	4,800	0.110	UU	12	4,897	0.112	WW	32	4,920	0.113
V	82	4,800	0.110	UU	13	4,749	0.109	WW	33	5,141	0.118
V	81	4,800	0.110	UU	14	4,672	0.107	WW	34	8,976	0.206
V	80	4,800	0.110	UU	15	5,548	0.127	NN	34	3,025	0.069
V	79	4,800	0.110	RR	14	7,362	0.169				
V	78	4,800	0.110	RR	15	6,000	0.138				
V	77	4,800	0.110	RR	16	6,000	0.138				
V	76	4,800	0.110	RR	17	6,000	0.138				
V	75	4,800	0.110	RR	18	6,000	0.138				
V	74	4,800	0.110	RR	19	6,000	0.138				
V	73	4,800	0.110	RR	20	6,000	0.138				
V	72	4,800	0.110	RR	21	6,000	0.138				
V	71	4,800	0.110	RR	22	6,000	0.138				
V	70	5,141	0.118	RR	23	6,000	0.138				
				RR	24	6,000	0.138				
				RR	25	6,000	0.138				
				RR	26	6,477	0.149				
				RR	27	8,417	0.193				



M.U.E. DETAIL  
SCALE 1" = 50'

SHEET NO. 5 OF 6



**Carlson, Brigrance & Doering, Inc.**  
FIRM ID #P3791 ♦ REG. # 10024900  
Civil Engineering ♦ Surveying  
5501 West William Cannon ♦ Austin, Texas 78749  
Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

# CROSSWINDS PHASE FIVE

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT DEVELOPMENT SOLUTIONS CW, LLC, ACTING BY AND THROUGH ITS MANAGER, GREGORY L. RICH, OWNER OF 445,757 ACRES OF LAND OUT OF THE SAMUEL LITTLE SURVEY, NO. 8, A-286, IN HAYS COUNTY, TEXAS, AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 4960, PAGE 584, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE A 43.296 ACRE PORTION OF SAID TRACT IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS:

## "CROSSWINDS PHASE FIVE"

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, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN ON THIS PLAT.

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

GREGORY L. RICH / MANAGER  
DEVELOPMENT SOLUTIONS CW, LLC  
12222 MERIT DRIVE, SUITE 1020  
DALLAS, TX 75251

STATE OF TEXAS }  
COUNTY OF HAYS }

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED GREGORY L. RICH, 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 PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

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

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THE OWNERS OF THE LAND SHOWN ON THIS PLAT WHOSE NAMES ARE SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY DEDICATED TO USE OF THE PUBLIC FOREVER ALL STREETS, PARKS, WATER COURSES, DRAINS, MUNICIPAL UTILITY EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED. I (WE) FURTHER CERTIFY THAT ALL OTHER PARTIES WHO HAVE A MORTGAGE OR LIEN INTEREST IN THE SUBDIVISION HAVE BEEN NOTIFIED AND SIGNED THIS PLAT.

I (WE) FURTHER ACKNOWLEDGE THAT THE DEDICATIONS AND/OR EXACTIONS MADE HEREIN ARE PROPORTIONAL TO THE IMPACT OF THE SUBDIVISION UPON THE PUBLIC SERVICE REQUIRED IN ORDER THAT THE DEVELOPMENT WILL COMPORT WITH THE PRESENT AND FUTURE GROWTH NEEDS OF THE CITY. I (WE), MY (OUR) SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY CLAIM, DAMAGE, OR CAUSE OF ACTION THAT I (WE) MAY HAVE AS A RESULT OF DEDICATIONS OF EXACTIONS MADE HEREIN.

INTERNATIONAL BANK OF COMMERCE

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 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

MY COMMISSION EXPIRES: \_\_\_\_\_

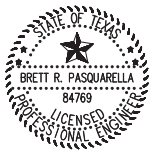
STATE OF TEXAS }  
COUNTY OF TRAVIS }

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

DO HEREBY CERTIFY THAT NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANELS 48209C 0290F AND 48209C 0293F, DATED SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORMWATER RUNOFF FROM THE 100 YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY, AND /OR OPEN SPACE AND DRAINAGE EASEMENT LOTS.

BRETT R. PASQUARELLA, P.E. No. 84769  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON  
AUSTIN, TEXAS 78749  
(512) 280-5160

DATE



STATE OF TEXAS }  
COUNTY OF TRAVIS }

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

SURVEYED BY:

AARON V. THOMASON, R.P.L.S. #6214  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON  
AUSTIN, TEXAS 78749  
aaron@cbbdeng.com

DATE



REVIEWED BY:

CITY ENGINEER, CITY OF KYLE

DATE

REVIEWED BY:

DIRECTOR OF PUBLIC WORKS, CITY OF KYLE

DATE

THIS FINAL PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

CHAIRPERSON

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 DEPARTMENT.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

MARCUS PACHECO, DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

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

STATE OF TEXAS  
COUNTY OF HAYS

I, THE UNDERSIGNED, DIRECTOR OF HAYS COUNTY DEVELOPMENT SERVICES, 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, 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 THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AND DULY RECORDED 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 THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

## SHEET NO. 6 OF 6

### Carlson, Brigance & Doering, Inc.

FIRM ID #F3791 ♦ REG. # 10024900

Civil Engineering  
5501 West William Cannon  
Phone No. (512) 280-5160

Surveying  
Austin, Texas 78749  
♦ Fax No. (512) 280-5165



THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

REQUIRED FORMAT

BOND # K40280649

KNOW ALL MEN BY THESE PRESENTS, That we, CROSSWINDS DEVELOPMENT, INC., as Principal, and Federal Insurance Company, a Corporation of the State of Indiana, authorized to write Surety Bonds in the State of Texas, as Surety, are jointly and severally held and firmly bound unto the Hays County Judge, the Honorable Ruben Becerra or his successors in office, of Hays County, Texas, in the sum of One Million Five Hundred Sixteen Thousand and Sixty-Two and 79/100 dollars (\$ 1,516,062.79) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, executors, administrators, heirs, successors, and assigns, jointly and severally by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT,

WHEREAS, the COUNTY OF HAYS has required the Principal as a condition of approval and acceptance of the project listed below to post a bond and to insure completion of Crosswinds Phase 5 site improvements including Streets, Drainage and Erosion Control.

Certain required improvements as itemized by the County approved engineer's estimate in accordance with County of Hays File No. PLN-1771-NP for the project located at at the intersection of Crosswinds Parkway and Fultrock Shroud St., Kyle, Texas.

We understand and agree that the only requirements necessary for drawing any part or all the total amount of this bond is a letter of request from County of Hays signed by the Director of the Development Services Department or designee stating that the County of Hays, considers such a drawing on this bond amount necessary. No further substantiation of the necessity of the draw is required by the bond.

NOW, THEREFORE, if the said Principal shall furnish, install and complete, under the inspection and to the satisfaction of the County of Hays and in accordance with the above described specifications, the improvements aforesaid in said project as herein before listed, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 1st day of November, 20 21

CROSSWINDS DEVELOPMENT, INC.  
PRINCIPAL

BY:   
Authorized Signature

2100 Northland Drive  
Austin TX 78756  
Mailing Address

Federal Insurance Company  
SURETY

BY:   
Authorized Signature  
Brent Baldwin, Attorney-in-Fact

202B Hall's Mill Road,  
Whitehouse Station, NJ 08889  
Mailing Address



## ***Policyholder Information Notice***

### **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

**1-800-36-CHUBB**

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) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [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 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 información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

**1-800-36-CHUBB**

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, 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>

E-mail: [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 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 propósito de información y no se convierte en parte o condición del documento adjunto.



## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint John Aboumrad, Blaine Allen, Brent Baldwin, Brock Baldwin, William D. Baldwin, Brady K. Cox, Russ Frenzel and Michael B. Hill of Dallas, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 17<sup>th</sup> day of November 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 17<sup>th</sup> day of November, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316885  
Commission Expires July 16, 2024

*Katherine J. Adelaar*  
Notary Public

## CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 1st day of November, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.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

Discussion and possible action to accept fiscal surety for Paving, Drainage, and Erosion Sedimentation control improvements in the amount of \$2,372,341.50 for Driftwood Golf and Ranch, Phase 3 (Bond # 1001136082).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 7, 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 Driftwood Golf and Ranch Club Ph 3 subdivision has been reviewed under the interlocal cooperation agreement with the City of Dripping Springs 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.

Bond Number: 1001136082  
Initial Premium: \$35,585

**Subdivision Improvement Faithful Performance Bond**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, Driftwood Golf and Ranch Club

\_\_\_\_\_ as Principal, and  
US Specialty Insurance Company  
a corporation organized and existing under the laws of the State of Texas and authorized to  
transact a general surety business in the State of Texas, as Surety, are held and firmly bound  
unto \_\_\_\_\_  
County of Hays, Texas

\_\_\_\_\_ as Obligee, in the amount of Two Million, Three  
Hundred Seventy-Two Thousand, Three Hundred Forty-One, and Fifty cents Dollars  
(\$ 2,372,341.50) lawful money of the United States of America, for the payment whereof, well and truly  
to be made, we hereby bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these  
presents.

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that**

**WHEREAS**, The Board of Supervisors of the County of Hays (or the City Council of the  
City of \_\_\_\_\_), State of Texas, and the Principal have entered into an agreement  
whereby principal agrees to install and complete certain designated public improvements described as \_\_\_\_\_  
Paving, Drainage and Erosion Sedimentation control improvements at Driftwood Golf and Ranch, Phase Three

In Tract Number / Parcel Map No. \_\_\_\_\_

**WHEREAS**, said Principal is required by the Obligee to furnish a bond for the faithful performance of the subject  
improvements.

**NOW, THEREFORE**, if the above-bounden Principal shall install the offsite improvements as indicated above in  
accordance with the plans approved by the Obligee, then this obligation shall be null and void, otherwise to  
remain in full force and effect.

Signed and sealed this 1st day of Decemeber, 2021.

Principal (s):

Driftwood Gold and Ranch Club

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

Surety:

US Specialty Insurance Company

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

John Rowe, Attorney-In-Fact

05-2017





**TOKIOMARINE  
HCC**

## POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Robert B. McGehee, H. Smith McGehee, Michael Misuraca, John R. Rowe, William M. Rowe, III; Kurt Zimmerman

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, 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 to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Seventy Five Million\*\*\*\*\* Dollars (\*\*\*75,000,000.00\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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:

*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 or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, 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 binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and 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 signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

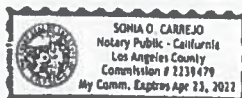
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty 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; 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 Los Angeles, California this 1<sup>st</sup> day of DECEMBER, 2021.

Corporate Seals

Bond No.

1001136082

Agency No.

16570



[Signature]  
Kio Lo, Assistant Secretary

visit [tmhcc.com/surety](http://tmhcc.com/surety) for more information

HCCSMANPOA05/2019



STATE OF TEXAS )  
COUNTY OF HAYS )

KNOW ALL MEN BY THESE PRESENTS, THAT DRIFTWOOD DLC INVESTOR II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ACTING HEREIN BY AND THROUGH J. DAVID RHOADES, AUTHORIZED AGENT, OWNER OF THE REMAINDER OF THAT 96.2596 ACRE TRACT, DESCRIBED AS EXHIBIT "A-1", AND THAT 17.3158 ACRE TRACT, DESCRIBED AS EXHIBIT "A-5", RECORDED IN DOCUMENT NO. 19031292 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND DRIFTWOOD GOLF CLUB DEVELOPMENT, INC., A DELAWARE CORPORATION, OWNER OF THAT 1.3683 ACRE TRACT AS RECORDED IN DOCUMENT NO. 21035914, 21036047, 21036322, 21036627 AND 21036934 ALL RECORDED IN THE SAID OFFICIAL PUBLIC RECORDS, BEING OUT OF THE FREELOVE WOODY SURVEY NO. 23, ABSTRACT NO. 20, HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 56.3328 ACRES TO BE KNOWN AS "DRIFTWOOD GOLF AND RANCH CLUB, PHASE THREE FINAL PLAT", IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE EASEMENTS SHOWN HEREON.

DRIFTWOOD DLC INVESTOR II, LLC,  
A DELAWARE LIMITED PARTNERSHIP

BY: J. DAVID RHOADES, AUTHORIZED AGENT  
582 THURMAN ROBERTS WAY,  
DRIFTWOOD, TEXAS 78619

9.17.2021  
DATE

DRIFTWOOD GOLF CLUB DEVELOPMENT, INC.,  
A DELAWARE CORPORATION

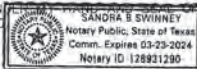
BY: J. DAVID RHOADES, AUTHORIZED AGENT  
582 THURMAN ROBERTS WAY,  
DRIFTWOOD, TEXAS 78619

9.17.2021  
DATE

STATE OF TEXAS )  
COUNTY OF HAYS )

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. DAVID RHOADES, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 27<sup>th</sup> DAY OF September 2021, A.D.

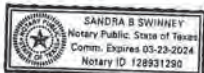


OFFICE THIS THE 27<sup>th</sup> DAY OF September  
Sandra B. Swinney  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS )  
COUNTY OF HAYS )

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. DAVID RHOADES, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 27<sup>th</sup> DAY OF September 2021, A.D.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THIS IS TO CERTIFY THAT I AM CERTIFIED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS; THAT I PREPARED THE PLAN SUBMITTED HEREWITH, AND THAT ALL INFORMATION SHOWN THEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF AND THAT SAID PLAN COMPLIES WITH ORDINANCE NO. 1230.6 SETTING FORTH REQUIREMENTS AND OBLIGATIONS FOR SUBDIVISIONS IN THE CITY OF DRIPPING SPRINGS AND THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF HAYS COUNTY, TEXAS, EXCEPT FOR THOSE VARIANCES GRANTED BY THE COMMISSIONERS COURT.

WITNESS MY HAND THIS THE 27<sup>th</sup> DAY OF September, 2021.

KENNETH W. MARTIN, P.E.  
MURFEE ENGINEERING CO., INC.  
1101 SOUTH CAPITAL OF TEXAS HIGHWAY  
BUILDING D, SUITE 110  
AUSTIN, TEXAS 78746



## DRIFTWOOD GOLF AND RANCH CLUB, PHASE THREE FINAL PLAT

### ENGINEER'S NOTES:

- NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
- THE ENTIRETY OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, BUT IS WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.
- NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF A FLOOD HAZARD AREA AS DELINEATED ON FEMA FIRM PANEL MAPS #48209C0140 F, AND #48209C0255 F, EFFECTIVE DATE SEPTEMBER 2, 2005.

### GENERAL NOTES:

- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF DRIPPING SPRINGS EXTRATERRITORIAL JURISDICTION.
- THIS SUBDIVISION IS WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- THIS SUBDIVISION IS LOCATED IN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT
- NO FENCES SHALL BE PLACED SO AS TO IMPEDE THE FLOW OF DRAINAGE WITHIN AN EXISTING DRAINAGE WAY.
- TOTAL ACREAGE OF DEVELOPMENT: 56.3328 TOTAL ACREAGE OF LOTS: 56.3328  
INTENDED USE OF LOTS: RESIDENTIAL, PRIVATE STREETS AND OPEN SPACE  
TOTAL NUMBER OF LOTS: 34 AVERAGE SIZE OF LOTS: 1.7070  
NUMBER OF LOTS: Greater than 10 acres 0  
Larger than 5, less than 10 2  
Between 2 & 5 acres 3  
Less than an acre 1
- WHILE THE WATER AVAILABILITY RULES ARE INTENDED TO PRESERVE AND PROTECT THE WATER RESOURCES OF HAYS COUNTY, THE COMMISSIONERS COURT OF HAYS COUNTY DOES NOT MAKE ANY WARRANTY - EXPRESSED, IMPLIED, OR OTHERWISE - THAT SUBDIVISIONS THAT COMPLY WITH THESE RULES WILL BE ABLE TO MEET THE WATER NEEDS OF THOSE PURCHASING LOTS WITHIN THE SUBDIVISION.
- THE OWNER WILL ALLOW THE RIGHT-OF-ENTRY TO THE CITY, UTILITY OR PUBLIC SERVICE PROVIDERS AND EMERGENCY VEHICLES AS NECESSARY.
- THIS SUBDIVISION IS WITHIN THE JURISDICTION OF THE DRIFTWOOD CONSERVATION DISTRICT.
- A TWENTY FOOT (20') P.U.E. IS HEREBY DEDICATED ALONG ALL STREET RIGHT-OF-WAY AND A TEN FOOT (10') P.U.E. ALONG ALL OTHER LOT LINES.
- THIS SUBDIVISION IS LOCATED WITHIN ESD NO. 1 AND ESD NO. 6.
- ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 6.3.1.
- THIS SUBDIVISION IS SUBJECT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS, DRIFTWOOD 522 AND DRIFTWOOD DLC AUSTIN, LLC AS RECORDED IN DOCUMENT NO. 19013385 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
- THIS SUBDIVISION IS REQUIRED TO OBTAIN BUILDING PERMITS BEFORE CONSTRUCTION CAN BEGIN ON RESIDENTIAL LOTS, AND SITE DEVELOPMENT AND BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION CAN BEGIN ON COMMERCIAL LOTS.
- ALL PRIVATE STREETS AND R.O.W. SHALL BE DEDICATED AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.
- NO CONSTRUCTION WILL OCCUR WITHIN THE ENTERPRISE GAS AND PEDERNALES ELECTRIC COOPERATIVE PROVIDERS, AND EASEMENTS WITHOUT PRIOR NOTIFICATION OF EASEMENT HOLDER.
- POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL NOT BE GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25 AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- THE DRIFTWOOD CONSERVATION DISTRICT (DCD) SHALL BE RESPONSIBLE FOR OPERATION AND MAINTENANCE OF STORMWATER DRAINAGE AND WATER QUALITY FACILITIES.
- ALL PARKLAND DEDICATION AND AG FACILITY FEE REQUIREMENTS SHALL BE SATISFIED WITH EACH FINAL PLAT. FEE-IN-LIEU OF PARKLAND DEDICATION WILL BE PROVIDED TO MEET THE PARKLAND REQUIREMENTS.
- DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751 UNLESS A VARIANCE HAS BEEN GRANTED.
- ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 5, OR OTHER METHODS, AS APPROVED.
- WATER QUALITY EASEMENTS AND FACILITIES LOCATED WITHIN THIS SUBDIVISION ARE PRIVATE AND SHALL BE MAINTAINED BY THE DRIFTWOOD CONSERVATION DISTRICT OR ITS ASSIGNS.

GENERAL NOTES CONTINUED ON SHEET 5 OF 5.

I, GREGORY A. WAY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE CITY OF DRIPPING SPRINGS SUBDIVISION ORDINANCE AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

WITNESS MY HAND THIS THE 20th DAY OF SEPTEMBER, 2021.

GREGORY A. WAY  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 4567 - STATE OF TEXAS  
CAPITAL SURVEYING COMPANY, INC.  
925 CAPITAL OF TEXAS HWY.  
AUSTIN, TEXAS 78746



### SUBDIVISION PLAT NOTES:

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL OR STATE-APPROVED COMMUNITY WATER SYSTEM, DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS, MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO 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 HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO, DIRECTOR DATE  
HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT

ERIC VAN GAASBEEK, R.S., C.F.M. DATE  
FLOODPLAIN ADMINISTRATOR

### UTILITY NOTES:

- WATER AND WASTEWATER SERVICE TO BE PROVIDED BY THE CITY OF DRIPPING SPRINGS.
- ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE, INC.
- TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY CHARTER SPECTRUM COMMUNICATIONS.
- GAS SERVICES PROVIDED BY TEXAS GAS SERVICE.

STATE OF TEXAS )  
COUNTY OF HAYS )  
CITY OF DRIPPING SPRINGS )

THIS PLAT, FINAL PLAT OF THE DRIFTWOOD GOLF AND RANCH CLUB, PHASE THREE HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AND IS HEREBY APPROVED.

APPROVED, THIS THE \_\_\_\_ DAY OF \_\_\_\_, 2021.

BY:

MIM JAMES  
PLANNING & ZONING COMMISSION CHAIRPERSON

ATTEST:

ANDREA CUNNINGHAM, CITY SECRETARY

- THE UNDERSIGNED, 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 DRIPPING SPRINGS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.

MARCUS PACHECO, DIRECTOR DATE  
HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT

STATE OF TEXAS )  
COUNTY OF HAYS )

I, ELAINE HANSON CARDENAS, CLERK OF HAYS COUNTY, TEXAS, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_, 2021, AT \_\_\_\_ O'CLOCK \_\_\_\_ M., AND ONLY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_, 2021, AT \_\_\_\_ O'CLOCK \_\_\_\_ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NO. \_\_\_\_

ELAINE HANSON CARDENAS  
COUNTY CLERK, HAYS COUNTY, TEXAS

<b>CSCI</b>		CAPITAL SURVEYING COMPANY INCORPORATED	
200 Capital of Texas Highway South Building C, Suite 110 Austin, Texas 78746 (512) 371-4000			
DRAWN BY:	WAL	SCALE:	N/A
JOB NO.:	21015.10	DATE:	AUGUST 19, 2021
DRAWING NO.:	2101501	CSD #:	21015
			SHEET NO.:
			1 OF 5

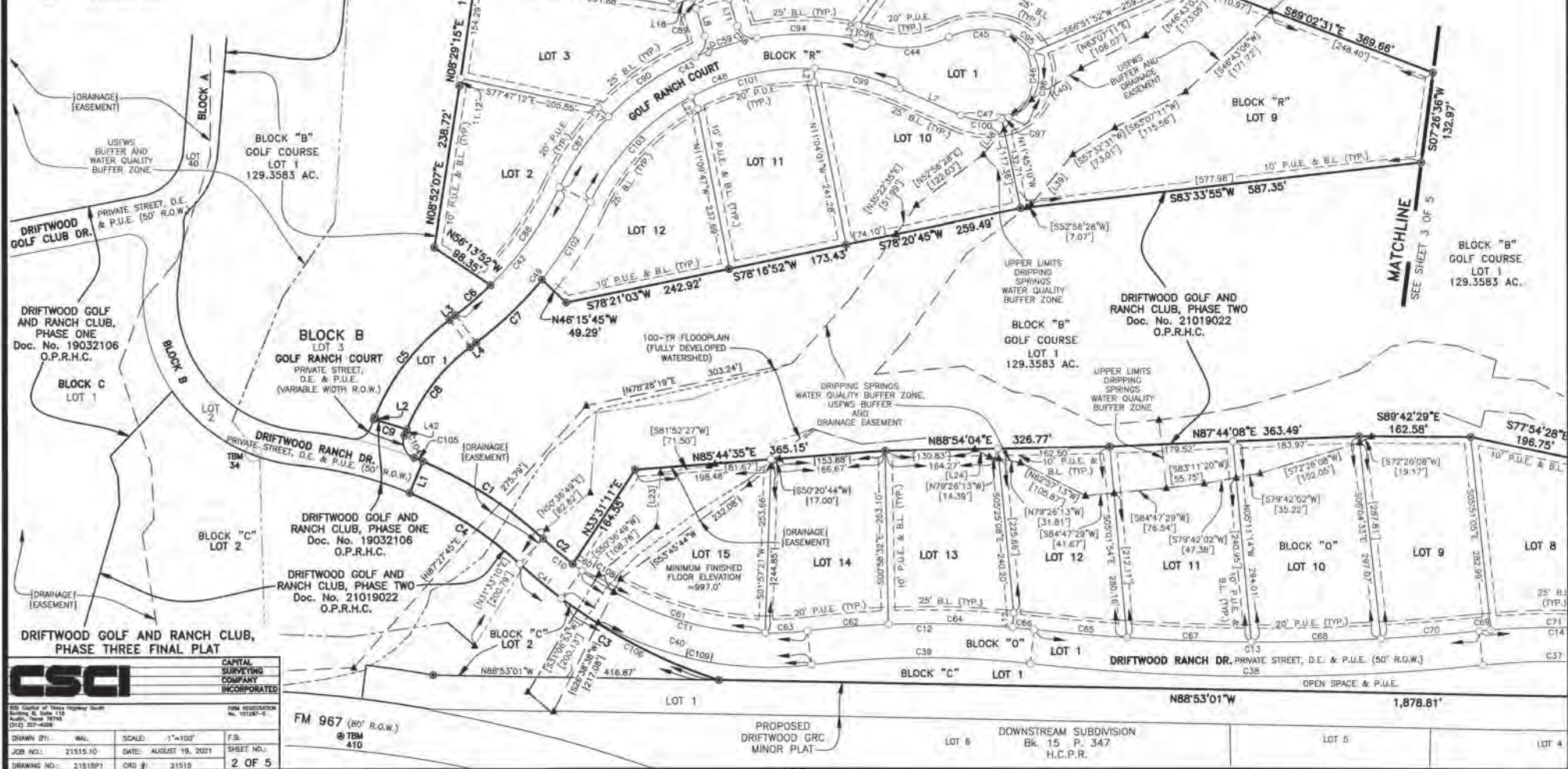
DRIFTWOOD GOLF AND RANCH CLUB,  
PHASE THREE FINAL PLAT



# DRIFTWOOD GOLF AND RANCH CLUB, PHASE THREE FINAL PLAT

BENCHMARKS:  
TBM 34 - COTTON GIN SPINDLE IN 12" ELM  
TREE TAG #3630  
ELEV. = 988.40' F.B. 1800/4  
  
TBM 410 - COTTON GIN SPINDLE WITH CAP  
MARKED "CAPITAL SURVEYING COMPANY, INC." SET  
ON THE SOUTH SIDE OF PAVEMENT OF FM967.  
ELEV. = 984.21' F.B. 1800/4

- LEGEND
- OFFICIAL PUBLIC RECORDS HAYS COUNTY
  - UNITED STATES FISH AND WILDLIFE SERVICE
  - HAYS COUNTY DEED RECORDS
  - HAYS COUNTY PLAT RECORDS
  - LOWER COLORADO RIVER AUTHORITY
  - PUBLIC UTILITY EASEMENT
  - RIGHT-OF-WAY
  - DRAINAGE EASEMENT
  - BUILDING SETBACK LINE
  - DRAINAGE EASEMENT INFORMATION
  - U.S.F.W.S. BUFFER ZONE TEXT
  - 1/2" IRON ROD WITH PLASTIC CAP MARKED "CAPITAL SURVEYING COMPANY, INC." SET
  - 1/2" IRON ROD WITH PLASTIC CAP MARKED "CAPITAL SURVEYING COMPANY, INC." FOUND
  - 5/8" IRON ROD WITH ALUMINUM CAP MARKED "KENT MCMILLAN, LAND SURVEYOR, RPLS 4341" FOUND
  - FENCE GATEPOST FOUND
  - CALCULATED POINT



**CSCI**

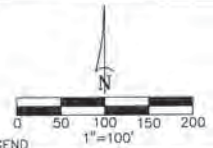
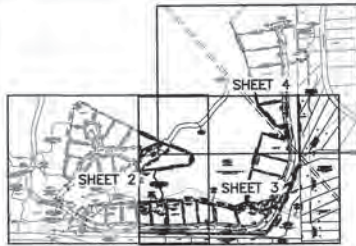
RED: Capital of Texas Highway South  
Building & Data 110  
Dallas, Texas 75248  
(214) 357-0000

FIRM REGISTRATION  
No. 10128-5

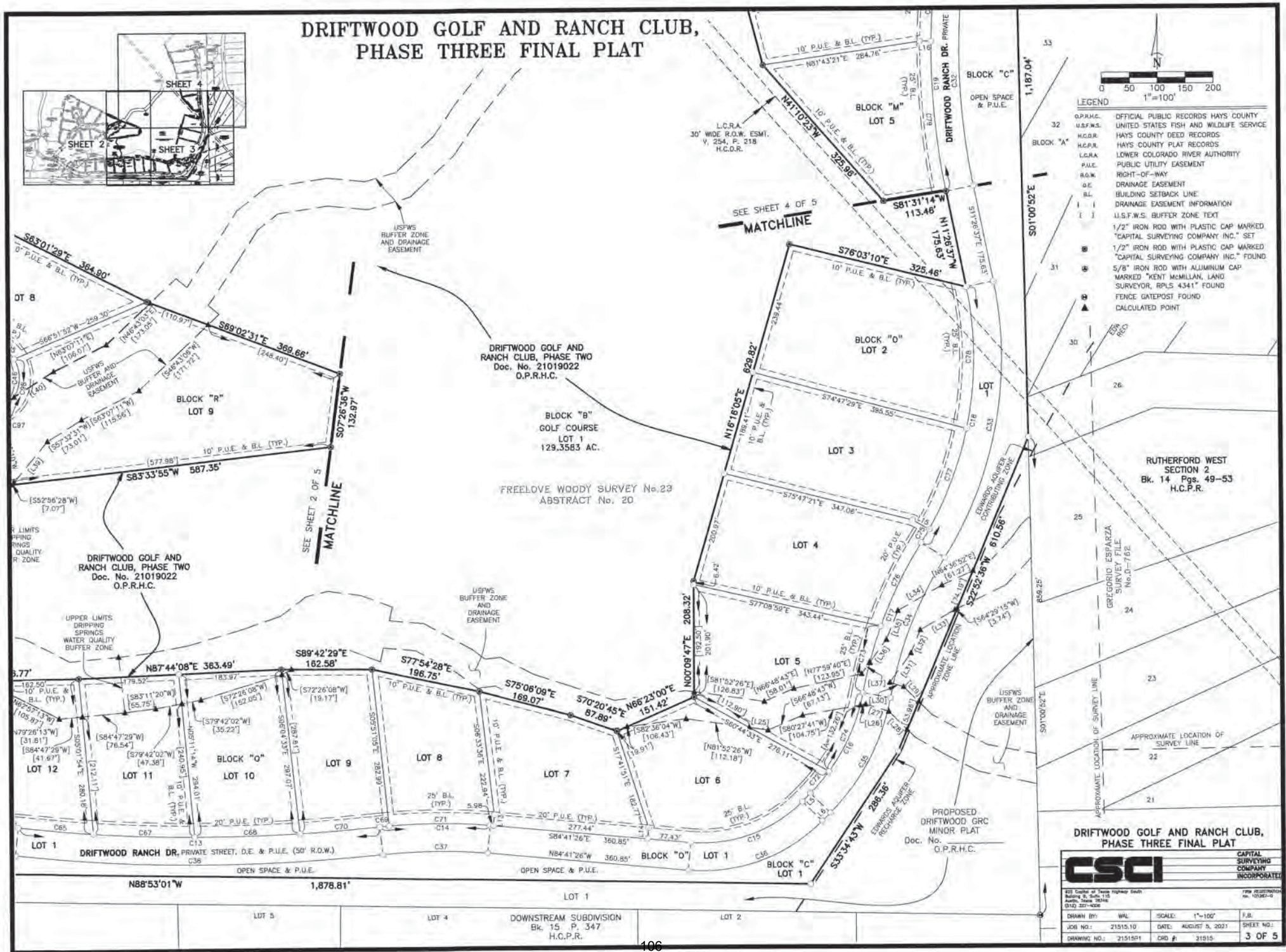
DRAWN BY	WAL	SCALE	1"=100'	F.B.
JOB NO.	21515-10	DATE	AUGUST 19, 2021	SHEET NO.
DRAWING NO.	21515P1	ORD #	21515	2 OF 5



# DRIFTWOOD GOLF AND RANCH CLUB, PHASE THREE FINAL PLAT



- LEGEND**
- O.P.R.H.C. OFFICIAL PUBLIC RECORDS HAYS COUNTY
  - U.S.F.W.S. UNITED STATES FISH AND WILDLIFE SERVICE
  - H.C.D.R. HAYS COUNTY DEED RECORDS
  - H.C.P.R. HAYS COUNTY PLAT RECORDS
  - L.C.R.A. LOWER COLORADO RIVER AUTHORITY
  - P.U.E. PUBLIC UTILITY EASEMENT
  - R.O.W. RIGHT-OF-WAY
  - D.E. DRAINAGE EASEMENT
  - B.L. BUILDING SETBACK LINE
  - D.E.I. DRAINAGE EASEMENT INFORMATION
  - U.S.F.W.S. BUFFER ZONE TEXT
  - 1/2" IRON ROD WITH PLASTIC CAP MARKED "CAPITAL SURVEYING COMPANY INC." SET
  - 1/2" IRON ROD WITH PLASTIC CAP MARKED "CAPITAL SURVEYING COMPANY INC." FOUND
  - 5/8" IRON ROD WITH ALUMINUM CAP MARKED "KENT MCMILLAN, LAND SURVEYOR, RPLS 4341" FOUND
  - FENCE GATEPOST FOUND
  - CALCULATED POINT



DRIFTWOOD GOLF AND RANCH CLUB,  
PHASE THREE FINAL PLAT

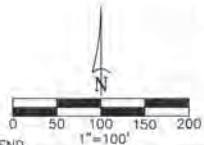
**CSCI** CAPITAL SURVEYING COMPANY INCORPORATED

823 Center of Texas Highway South  
Austin, Texas 78748  
(512) 207-1000

DRAWN BY: WAL	SCALE: 1"=100'	F.B.
JOE NO.: 21015.10	DATE: AUGUST 5, 2021	SHEET NO.:
DRAWING NO.: 2151501	CAD #:	31515



# DRIFTWOOD GOLF AND RANCH CLUB, PHASE THREE FINAL PLAT



- LEGEND**
- O.P.R.C. OFFICIAL PUBLIC RECORDS HAYS COUNTY
  - U.S.F.W.S. UNITED STATES FISH AND WILDLIFE SERVICE
  - H.C.D.R. HAYS COUNTY DEED RECORDS
  - H.C.P.R. HAYS COUNTY PLAT RECORDS
  - L.C.R.A. LOWER COLORADO RIVER AUTHORITY
  - P.U.E. PUBLIC UTILITY EASEMENT
  - R.O.W. RIGHT-OF-WAY
  - D.E. DRAINAGE EASEMENT
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  - ( ) DRAINAGE EASEMENT INFORMATION
  - ( ) U.S.F.W.S. BUFFER ZONE TEXT
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  - 5/8" IRON ROD WITH ALUMINUM CAP MARKED "KENT McMILLAN, LAND SURVEYOR, RPLS 4341" FOUND
  - FENCE GATEPOST FOUND
  - ▲ CALCULATED POINT



DRIFTWOOD GOLF AND RANCH CLUB, PHASE TWO  
Doc. No. 21019022  
O.P.R.H.C.

L.C.R.A.  
30' WIDE R.O.W. ESMT.  
V. 254, P. 218  
H.C.D.R.

USFWS  
BUFFER ZONE  
AND DRAINAGE  
EASEMENT

DRIFTWOOD GOLF AND RANCH CLUB,  
PHASE THREE FINAL PLAT

<b>CSCI</b>		CAPITAL SURVEYING COMPANY INCORPORATED	
320 South of 1st Highway South Building # 100 South, Park 70740 (312) 227-4000		FIRM REGISTRATION No. 10189-D	
DRAWN BY:	HAL	SCALE:	1"=100'
JOB NO.:	21515.10	DATE:	AUGUST 5, 2021
DRAWING NO.:	21515P1	CDS #:	21515
		SHEET NO.:	4 OF 5

(EXHIBIT A-1)  
96.2596 ACRES  
DRIFTWOOD DLC INVESTOR II, LP  
Doc. No. 19031292  
O.P.R.H.C.

TEMPORARY  
TURN AROUND  
EASEMENT  
Doc. No.  
O.P.R.H.C.

RM ROCK  
PHASE ONE, SECTION FIVE  
Bk. 17 Pgs. 290-294  
H.C.P.R.

TBM ( ) CUT IN EAST  
CORNER OF CONCRETE  
ELEV. = 1070.67  
(FROM GPS OBSERVATION)

BLOCK "C"  
LOT 1

RUTHERFORD WEST  
SECTION 2  
Bk. 15 Pgs. 49-53  
H.C.P.R.

MATCHLINE  
SEE SHEET 3 OF 5

EDWARDS RIVER  
CORROSION ZONE  
RECHARGE ZONE



# DRIFTWOOD GOLF AND RANCH CLUB, PHASE THREE FINAL PLAT

Block C - 1 Lot	
Lot	Acres
1*	5.9748
<b>TOTAL</b>	<b>5.9748</b>

\* DENOTES  
OPEN SPACE AND  
PUBLIC UTILITY

Block O - 15 Lots	
Lot	Acres
1*	5.4201
2	2.0645
3	1.6833
4	1.6726
5	1.6896
6	1.4635
7	1.2817
8	1.1244
9	1.0746
10	1.2658
11	1.1880
12	1.0065
13	1.0199
14	1.0045
15	1.2365
<b>TOTAL</b>	<b>24.1955</b>

\* DENOTES  
PRIVATE STREET,  
DRAINAGE AND  
PUBLIC UTILITY

Block R - 12 Lots	
Lot	Acres
1*	1.6162
2	1.0118
3	1.1275
4	1.0258
5	1.2833
6	1.0076
7	1.5570
8	1.5760
9	3.2170
10	1.1734
11	1.0895
12	1.0356
<b>TOTAL</b>	<b>16.7007</b>

\* DENOTES  
PRIVATE STREET,  
DRAINAGE AND  
PUBLIC UTILITY

Block S - 1 Lot	
Lot	Acres
1*	0.6151
<b>TOTAL</b>	<b>0.6151</b>

\* DENOTES  
PRIVATE STREET,  
DRAINAGE AND  
PUBLIC UTILITY

Block M - 5 Lots	
Lot	Acres
1	2.1190
2	1.9509
3	1.8370
4	1.6575
5	1.2823
<b>TOTAL</b>	<b>8.8467</b>

BLOCK "C"	1 Open Space Lot	5.9748 Ac.
BLOCK "O"	14 Single Family Lots	18.7754 Ac.
	1 Private Street, Drainage and Public Utility	5.4201 Ac.
BLOCK "R"	11 Single Family Lots	15.0845 Ac.
	1 Private Street, Drainage and Public Utility	1.6162 Ac.
BLOCK "S"	1 Private Street, Drainage and Public Utility	0.6151 Ac.
BLOCK "M"	5 Single Family Lots	8.8467 Ac.
<b>Total Acreage of Subdivision</b>		<b>56.3328 Ac.</b>

Block O - 1 Lot	Private Street, Drainage and Public Utility	Classification	Width	Linear Ft.	Acres
DRIFTWOOD RANCH DRIVE (Lot 1)		Local Street	50.00'	4725	5.4201 Ac.
<b>Total Right of Way</b>				<b>4725</b>	<b>5.4201 Ac.</b>

Block R - 1 Lot	Private Street, Drainage and Public Utility	Classification	Width	Linear Ft.	Acres
GOLF RANCH COURT (Lot 1)		Local Street	50.00'	1250	1.6162 Ac.
<b>Total Right of Way</b>				<b>1250</b>	<b>1.6162 Ac.</b>

Block S - 1 Lot	Private Street, Drainage and Public Utility	Classification	Width	Linear Ft.	Acres
STOKER COURT (Lot 1)		Local Street	50.00'	350	0.6151 Ac.
<b>Total Right of Way</b>				<b>350</b>	<b>0.6151 Ac.</b>

DRIFTWOOD GOLF AND RANCH CLUB IMPERVIOUS COVER (IC)						
	TOTAL AC	IC (AC) ROADS	IC (AC) LOTSPR	IC (AC) OTHER	NUMBER OF LOTS	AVG. LOT SIZE (AC)
DORG PHASE ONE	59.1	5.75	4.52	—	42	1.41
DORG PHASE TWO	45.8	6.81	2.12	—	53	0.88
DORG PHASE THREE	56.3	3.61	4.89	—	34	1.66
* GOLF COURSE LOTS	272.5	—	—	6.45	2	136.25
* CLUBHOUSE	6.7	—	—	2.06	1	6.70
* MAINTENANCE FACILITY	4.9	—	—	1.58	1	4.88
PLATTED TOTAL	445.3	16.17	11.53	10.09	133	3.35
SITE TOTAL	490.6	16.17	11.53	10.09	133	3.35

\*Impervious Cover per single-family lot assumptions based on City of Austin Criteria

## DRIFTWOOD GOLF AND RANCH CLUB, PHASE THREE FINAL PLAT

<b>CSCI</b>		CAPITAL SURVEYING COMPANY INCORPORATED	
10101 Capital of Texas Highway South Building 2, Suite 115 Austin, Texas 78746 (512) 257-0008		Firm Registration No. 101027-0	
DRAWN BY: WAC	SCALE: 1"=100'	F.S.	
JOB NO.: 21515.10	DATE: AUGUST 19, 2021	SHEET NO.:	
DRAWING NO.: 21513PT	CRD #: 21515	<b>5 OF 5</b>	

### GENERAL NOTES CONTINUED:

22. THESE ARE PRIVATE ROADWAYS AND WILL NEVER BE DEDICATED OR MAINTAINED BY HAYS COUNTY TEXAS.
23. POST CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	CH. BEARING
C1	19°56'37"	600.00'	208.85'	207.80'	S57°15'19"E
C2	4°28'09"	746.00'	57.75'	57.74'	S49°30'05"E
C3	24°27'28"	796.00'	339.79'	337.21'	N59°30'45"W
C4	19°56'37"	550.00'	191.44'	190.48'	N57°15'19"W
C5	30°55'29"	335.50'	181.08'	178.89'	N37°29'05"E
C6	7°35'46"	509.00'	67.48'	67.43'	N49°08'57"E
C7	13°37'47"	559.00'	132.98'	132.66'	S46°07'57"W
C8	30°55'43"	285.50'	154.11'	152.25'	S37°28'58"W
C9	4°31'49"	635.00'	50.21'	50.20'	N73°02'47"W
C10	54°33'36"	746.00'	74.56'	74.53'	S50°08'48"E
C11	43°54'58"	454.00'	347.98'	339.53'	S74°58'06"E
C12	13°24'25"	1414.60'	331.01'	330.25'	N89°40'47"E
C13	12°19'31"	3017.70'	649.16'	647.91'	S89°46'22"E
C14	11°14'42"	1011.44'	198.51'	198.19'	N89°41'13"E
C15	50°33'33"	250.00'	220.60'	215.52'	N70°01'48"E
C16	33°52'08"	350.00'	206.89'	203.89'	N27°48'57"E
C17	21°20'17"	781.00'	290.86'	286.18'	N21°33'02"E
C18	43°39'48"	628.00'	478.58'	467.08'	N10°23'17"E
C19	17°45'39"	1265.00'	392.13'	390.56'	N02°33'48"W
C20	16°34'25"	234.00'	67.69'	67.45'	N01°58'11"W
C21	14°59'57"	547.00'	143.20'	142.79'	N02°45'25"W
C22	17°26'52"	463.00'	140.99'	140.45'	N03°58'54"W
C23	18°51'50"	397.00'	130.71'	130.12'	N03°16'25"W
C24	35°43'17"	234.00'	145.89'	143.54'	N11°42'09"W
C25	14°50'06"	315.00'	81.56'	81.33'	N22°08'44"W
C26	14°50'06"	265.00'	68.61'	68.42'	S22°08'44"E
C27	35°43'17"	284.00'	177.06'	174.21'	S11°42'09"E
C28	18°51'50"	347.00'	114.25'	113.73'	S03°16'25"E
C29	17°26'53"	513.00'	156.22'	155.62'	S03°58'54"E
C30	14°59'57"	497.00'	130.11'	128.74'	S02°45'25"E
C31	16°34'25"	284.00'	82.15'	81.86'	S01°58'11"E
C32	17°45'39"	1215.00'	376.83'	375.12'	S02°33'48"E
C33	43°39'48"	678.00'	516.88'	504.27'	S10°23'17"W
C34	21°20'17"	731.00'	272.24'	270.67'	S21°33'02"W
C35	33°52'08"	400.00'	236.45'	233.02'	S27°48'57"W
C36	50°33'32"	300.00'	264.73'	256.22'	S70°01'48"W
C37	11°14'42"	961.44'	188.69'	188.39'	S89°41'13"W
C38	12°19'31"	3067.70'	659.91'	658.84'	N89°46'23"W
C39	13°24'31"	1364.60'	319.35'	318.82'	S89°40'44"W
C40	43°33'39"	504.00'	386.11'	376.74'	N74°59'04"W
C41	54°44'38"	796.00'	79.80'	79.78'	N50°09'19"W
C42	27°15'33"	509.00'	242.16'	239.89'	N39°19'03"E
C43	76°58'42"	395.00'	544.48'	502.39'	N85°10'38"E
C44	43°50'59"	150.00'	114.80'	112.02'	N85°47'35"E
C45	44°08'29"	114.00'	87.83'	85.67'	N86°01'39"E
C46	142°48'04"	65.00'	162.00'	123.21'	S00°30'04"E
C47	43°00'45"	95.00'	71.32'	69.65'	N87°35'40"W
C48	88°13'26"	345.00'	531.23'	480.28'	S69°48'00"W
C49	27°15'33"	559.00'	265.95'	263.45'	S39°19'03"W
C50	83°09'48"	25.00'	36.29'	33.18'	N24°48'42"E
C51	3°19'30"	175.00'	28.48'	28.45'	N21°25'56"W
C52	32°26'23"	150.00'	84.93'	83.80'	N42°18'53"W
C53	45°07'14"	114.00'	89.78'	87.47'	N35°58'27"W
C54	142°48'04"	65.00'	162.00'	123.21'	N57°59'12"E
C55	58°51'32"	95.00'	97.59'	93.36'	S21°10'59"E
C56	34°59'44"	150.00'	91.62'	90.20'	S09°14'42"E
C57	9°19'30"	225.00'	36.62'	36.58'	S21°25'56"E
C58	83°09'48"	25.00'	36.29'	33.18'	S58°21'05"E
C59	13°40'27"	395.00'	94.27'	94.05'	S73°13'49"W
C60	11°7'27"	746.00'	18.81'	18.81'	N52°21'53"W
C61	36°11'31"	454.00'	286.78'	282.03'	N71°06'22"W
C62	4°48'02"	1414.60'	116.52'	116.49'	S85°22'36"W
C63	74°33'27"	454.00'	61.20'	61.16'	S86°56'09"W
C64	72°02'05"	1414.60'	181.09'	180.97'	N85°32'21"W
C65	23°41'13"	3017.70'	135.38'	135.37'	N84°53'43"W
C66	1°16'17"	1414.60'	31.39'	31.39'	N84°15'10"W
C67	3°26'48"	3017.70'	181.54'	181.51'	N87°54'14"W
C68	3°50'03"	3017.70'	188.78'	188.75'	S88°34'50"W
C69	0°58'01"	1011.44'	17.07'	17.07'	S84°32'52"W
C70	2°43'26"	3017.70'	143.46'	143.45'	S85°25'35"W
C71	10°16'41"	1011.44'	181.44'	181.20'	N89°49'47"W
C72	8°28'18"	350.00'	51.75'	51.70'	S40°30'52"W
C73	9°05'56"	781.00'	124.02'	123.89'	S19°25'51"W
C74	25°23'50"	350.00'	155.14'	153.88'	S23°34'48"W
C75	2°33'30"	628.00'	28.04'	28.04'	S30°56'25"W
C76	12°14'22"	781.00'	166.84'	166.52'	S26°05'59"W
C77	17°39'38"	628.00'	193.57'	192.81'	S20°49'51"W
C78	23°26'39"	628.00'	256.96'	255.18'	S00°16'42"W

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	CH. BEARING
C79	12°16'30"	1265.00'	271.01'	270.50'	S05°18'22"E
C80	3°00'55"	547.00'	28.79'	28.78'	S08°44'56"E
C81	5°29'08"	1265.00'	121.11'	121.07'	S03°34'27"W
C82	11°40'13"	463.00'	94.31'	94.14'	S01°06'34"W
C83	11°59'01"	547.00'	114.41'	114.20'	S01°14'58"E
C84	6°03'43"	234.00'	24.76'	24.75'	S03°07'38"W
C85	5°46'39"	463.00'	46.89'	46.67'	S08°49'00"E
C86	29°39'34"	234.00'	121.13'	119.78'	S14°44'00"E
C87	18°19'13"	395.00'	126.30'	125.76'	S34°50'53"W
C88	19°39'47"	509.00'	174.68'	173.83'	S35°31'10"W
C89	9°19'30"	175.00'	16.26'	16.25'	S19°25'52"E
C90	22°23'06"	395.00'	154.32'	153.34'	S55°12'02"W
C91	28°39'24"	65.00'	30.24'	29.97'	S00°05'08"E
C92	4°00'10"	175.00'	12.23'	12.22'	S24°05'38"E
C93	19°36'21"	65.00'	22.24'	22.13'	N60°24'56"W
C94	20°58'51"	395.00'	144.64'	143.84'	N69°26'32"W
C95	40°34'05"	65.00'	46.02'	45.07'	N51°37'04"W
C96	33°07'06"	395.00'	24.94'	24.94'	N77°08'34"W
C97	8°16'50"	95.00'	10.41'	10.41'	N74°02'21"E
C98	102°14'09"	65.00'	115.98'	101.20'	N19°46'58"E
C99	21°17'42"	345.00'	128.23'	127.49'	S76°44'08"E
C100	36°43'55"	65.00'	60.90'	59.87'	S84°27'15"E
C101	31°02'14"	345.00'	186.89'	184.81'	N77°05'54"E
C102	13°37'47"	559.00'	132.98'	132.66'	N32°30'10"E
C103	35°53'30"	345.00'	216.12'	212.80'	N43°36'01"E
C104	90°55'18"	25.00'	39.67'	35.64'	N23°04'19"W
C105	11°18'22"	600.00'	13.68'	13.68'	N67°52'48"W
C106	18°42'51"	796.00'	280.00'	258.84'	N68°23'04"W
C107	96°32'19"	65.00'	109.52'	97.02'	N61°30'44"W
C108	17°00'49"	1454.00'	155.54'	155.54'	S56°31'01"E
C109	136°34'37"	1504.00'	1321.76'	1316.31'	N78°38'34"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N22°46'23"E	50.00'
L2	N22°01'21"E	4.45'
L3	N52°56'50"E	11.19'
L4	S52°56'50"W	11.19'
L5	N44°45'02"E	20.68'
L6	S44°45'02"W	20.68'
L7	N66°05'17"W	97.18'
L8	N16°46'11"W	42.58'
L9	N26°05'41"W	19.56'
L10	S26°05'41"E	19.56'
L11	S16°46'11"E	42.58'
L12	S04°29'40"W	21.71'
L13	S05°18'34"W	20.00'
L14	S05°18'34"W	20.00'
L15	S60°20'20"E	34.24'
L16	S89°10'07"E	20.00'
L17	S48°23'57"E	29.02'
L18	N67°54'29"E	29.62'
L19	S19°46'53"W	20.00'
L20	S11°02'53"W	20.00'
L21	N02°37'01"E	29.00'
L22	N28°25'32"W	29.00'
L23	S04°17'36"W	78.71'
[L24]	N61°31'48"W	23.50'
[L25]	N61°52'26"W	34.23'
[L26]	S80°27'41"W	10.06'
[L27]	N72°28'59"W	43.11'
[L28]	N45°00'52"W	46.22'
[L29]	S45°00'52"W	38.13'
[L30]	S72°28'59"E	25.80'
[L31]	S36°15'13"W	65.08'
[L32]	S22°10'35"W	44.87'
[L33]	S60°14'37"W	69.41'
[L34]	N60°14'37"E	61.38'
[L35]	N22°10'35"E	55.98'
[L36]	N36°15'13"E	51.08'
[L37]	N36°15'13"E	24.84'
[L38]	N39°39'31"E	47.31'
[L39]	S39°39'31"W	94.75'
[L40]	N57°32'31"E	84.58'
[L41]	S78°45'25"E	20.00'
[L42]	N22°01'21"E	8.11'

## 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-1802-PC; Hold a Public Hearing with possible action to approve the Bell Springs Ranches Subdivision, Section 1, Lot 2, Replat.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

December 7, 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

Bell Springs Ranches, Section 1, is a recorded subdivision located off of Rocky Creek Road and Myers Creek Road, both privately maintained roadways, in Precinct 3.

The proposed replat will establish two (2) lots: Lot 2A and Lot 2B, across 15.605 acres. Water utility will be provided by individual wells and/or rainwater collection systems. Wastewater treatment will be accomplished via individual on-site sewage facilities.





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

**Meeting Date:** December 7th, 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 Bell Springs Ranches Subdivision, Section 1, Lot 2, Replat

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

- A) Bell Springs Ranches is a recorded subdivision located off of Rocky Creek Road and Myers Creek Road, privately maintained roadways. The proposed replat will establish two (2) lots: Lot 2A and Lot 2B, across 15.605 acres.

Water utility will be provided by individual wells and/or rainwater collection systems. Wastewater treatment will be accomplished via 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 Bell Springs Ranches, Section 1, Lot 2 will take place on December 7th, 2021 at 9:00 AM in our Commissioners Court. At that time, consideration for final action regarding the approval of the replat will take place.

### **STAFF COMMENTS:**

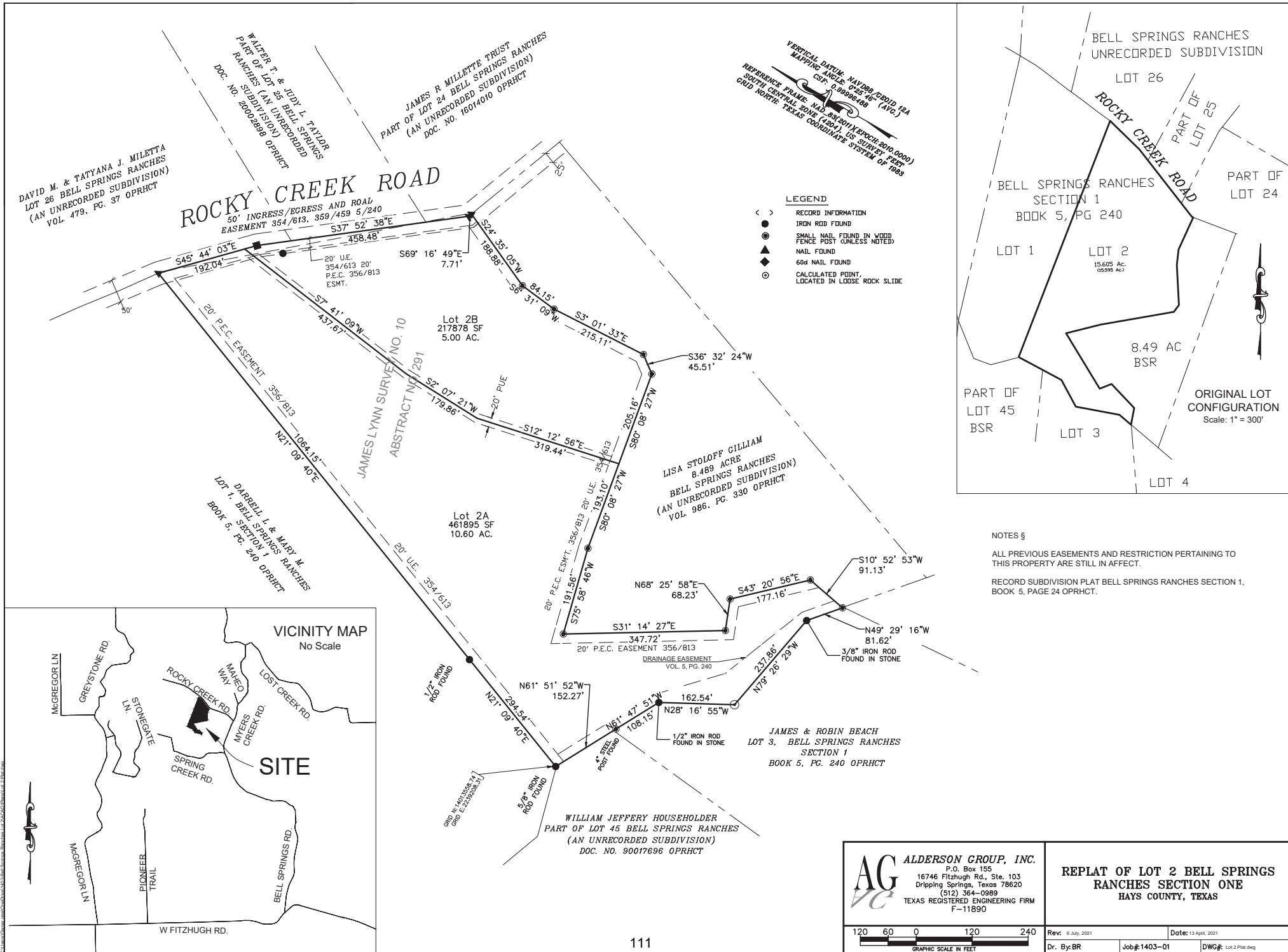
Staff has completed review for the Bell Springs Ranches Subdivision, Section 1, Lot 2, Replat. The items remaining are to hold the public hearing for the replat, and action on the approval of the replat.

There are no variances requested and this item has full staff recommendation.

### **ATTACHMENTS/EXHIBITS:**

Property Location Map

Subdivision Plat



STATE OF TEXAS §  
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS: That, HOLLEY S. BEISSNER RICKARD, owner of LOT 2, BELL SPRINGS RANCHES SECTION ONE, 275 Rocky Creek Drive, Dripping Springs Texas, a subdivision recorded in Book 5, Page 240 of the Plat Records of Hays County, Texas, being all for that called Lot 2 conveyed in a Warranty Deed of record in Document Number 16039159 of the Official Public Records, Hays County, Texas.

DO HEREBY SUBDIVIDE 15.605 acres, Establishing 2 lots, in accordance with the map or plat shown hereon to be known as:

REPLAT OF LOT2, BELL SPRINGS RANCHES SECTION ONE

Subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the public use of the streets and easements shown hereon.

Witness my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D.

HOLLEY S. BEISSNER RICKARD  
275 Rocky Creek Road  
Dripping Springs, Texas 78620

STATE OF TEXAS §  
COUNTY OF HAYS §

Before me, the undersigned authority, a notary public in and for said county and state, 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 consideration therein expressed.

Given under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D.

Notary public in and for Hays County, Texas

**EMERGENCY SERVICES**  
Hays County, Emergency Services Districts 1 & 6

**E.T.J. NOTE**  
No portion of this subdivision lies within the boundaries of any municipalities, corporate city limits, or extra territorial jurisdiction.

**EDWARDS AQUIFER NOTE**  
This subdivision does not lie within the Edwards Aquifer Recharge Zone or the Edwards Aquifer Contributing Zone.

**PLAT INFORMATION**  
Total Area: 15.605 Acres  
Total Number Lots: 2

Number of Lots Over 10 Acres: 1  
Number of Lots 5 - 10 Acres: 1  
Number of Lots 2 - 5 Acres: 0  
Number of Lots 1 - 2 Acres: 0  
Number of Lots Less than 1 Acre: 0

**UTILITY INFORMATION**  
Water: Individual water wells and Rainwater Collection  
Sewer: Individual on-site sewage facilities  
Electricity: Pedernales Electric Cooperative, Inc.  
Telephone: Frontier

**SCHOOL DISTRICT**  
This subdivision lies within the boundary of the Dripping Springs Independent School District.

**GROUNDWATER CONSERVATION DISTRICT**  
This subdivision lies within the boundary of the Hays-Trinity Groundwater Conservation District, District 1.

**FLOODPLAIN NOTE**  
A portion of the subdivision lie within Zone A, a Special Flood Hazard Areas (SFHAs) as delineated on the Federal Emergency Management Agency (F.E.M.A.) Flood Insurance Rate Map (F.I.R.M.) Community No. 480321, Map No. 48209C0025F Map Revised September 2, 2005, and defined as follows:

ZONE A: No Base Flood Elevations determined.  
ZONE X: Areas determined to be outside the 0.2% annual chance flood.

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

STATE OF TEXAS §  
COUNTY OF HAYS §

Know all men by these presents, that I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat complies with the survey related requirements of the Hays County Development Regulations and further certify that this plat 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.

William R. Herring, Date  
Registered Professional Land Surveyor  
No. 6355 - State of Texas  
TBPLS FIRM NO. 10194424

**WHITECAP**  
—SURVEY COMPANY—  
WHITECAP SURVEY COMPANY, LLC  
TBPELS FIRM NO. 10194424  
PO BOX 1225  
DRIPPING SPRINGS, TX 78620  
(512) 808-0102  
EMAIL: INFO@WHITECAPSURVEY.COM

**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 Standard, per Hays County Development Regulations, Chapter 705, Subchapter 8.03"

**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."

**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 a duration of five (5) years, following the filing of the plat.

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 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.

**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., CFM  
Hays County Floodplain Administrator

STATE OF TEXAS §  
COUNTY OF HAYS §

I, Elaine H. Cárdenas, 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. Cárdenas  
County Clerk, Hays County, Texas

STATE OF TEXAS §  
COUNTY OF HAYS §

I, Elaine H. Cárdenas, 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. Cárdenas  
County Clerk, Hays County, Texas

 <b>ALDERSON GROUP, INC.</b> P.O. Box 155 16746 Fitzhugh Rd., Ste. 103 Dripping Springs, Texas 78620 (512) 364-0989 TEXAS REGISTERED ENGINEERING FIRM F-11890	<b>REPLAT OF LOT 2 BELL SPRINGS RANCHES SECTION ONE HAYS COUNTY, TEXAS</b>
 GRAPHIC SCALE IN FEET	Rev: 8 July, 2021 Dr. By: BR Job #: 1403-01 Date: 13 April, 2021 DWG #: Lot 2 Plat.dwg

Here: Rocky Creek Rd, Dripping Sprir X

Show search results for Ro...

(2 of 2)

**Parcel Owner: RICKARD HOLLEY S  
BEISSNER**

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

### Property Information

**Property ID:** 21040

**Legal Acreage:** 15.00

**GEO ID:** 11-0330-0100-00200-4

**Legal Description:** BELL SPRINGS  
RANCHES SEC 1, LOT PT OF 2 (RESUBD  
OF 33-34 & 46-47), ACRES 15.00

**Tract or Lot:**

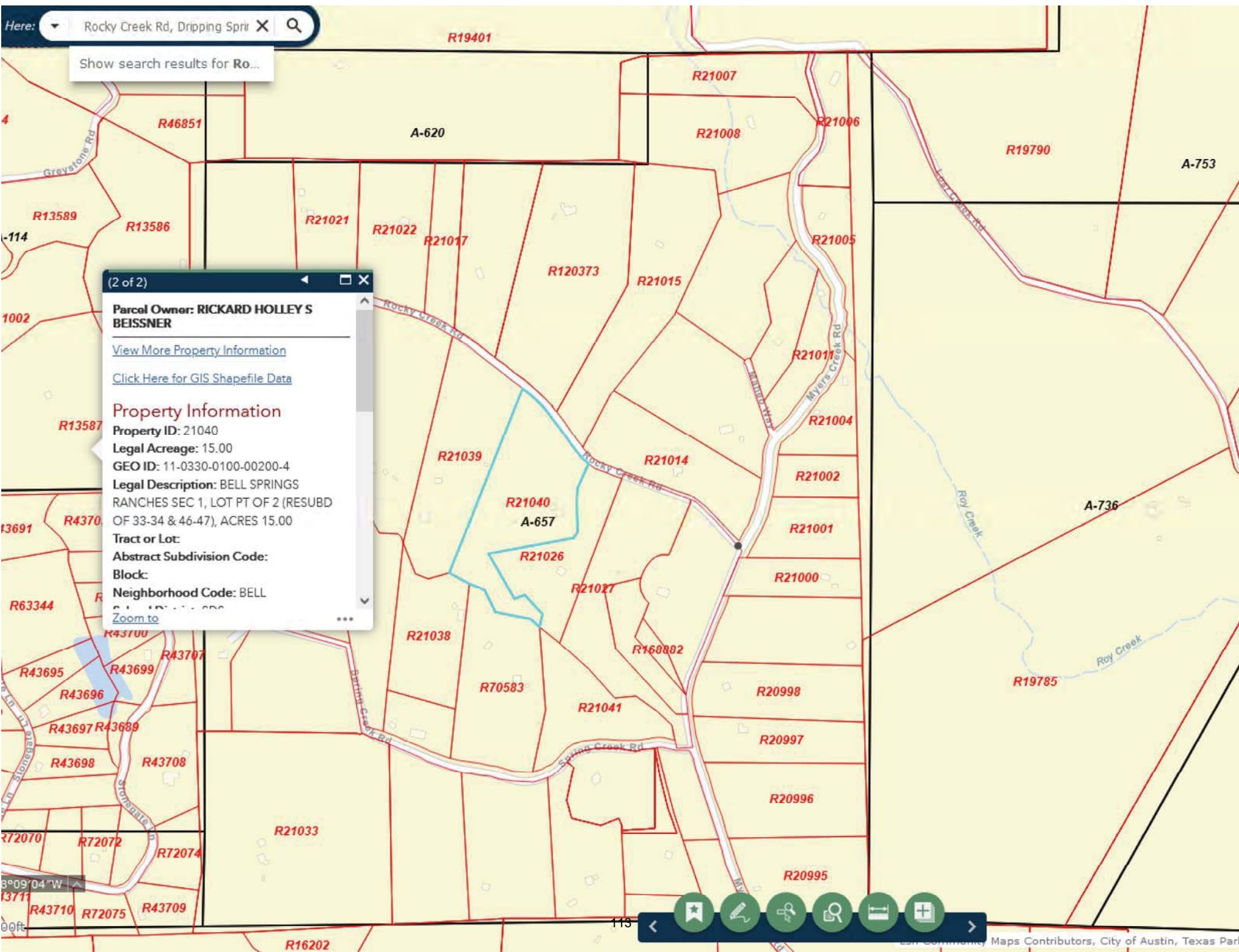
**Abstract Subdivision Code:**

**Block:**

**Neighborhood Code:** BELL

**Section:** 1

**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-1873-PC; Dripping Springs Ranch, Phase 2, Lots 1C-1 and 1C-2, Amended (2 Lots). Discussion and possible action to consider granting a variance to Chapter 715 § 3.01(C) of the Hays County Development Regulations.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

December 7, 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

Wesley and Erin Lohec are the owners of Lots 1C-1 and 1C-2, consisting of 10.47 acres, in the Dripping Springs Ranch, Phase 2 Subdivision, located off of Whispering Valley in Precinct 4 and within the Dripping Springs extraterritorial jurisdiction.

The owners have applied for development authorizations for an On-Site Sewage Facility and Flood Hazard Area Permit for residential development. The owners have been informed that development and septic infrastructure may not cross established property boundaries. The solution is to combine the two parcels pursuant to Chapter 705 and other supporting chapters of the Hays County Development Regulations, and pursuant to Texas Local Gov't Code Chapter 232.

The owners are requesting a variance from Chapter 715 § 3.01(C) regarding Water Availability Demonstration and re-subdivision of platted lots.

Chapter 715.3.01(C) of the Hays County Development Regulations provides the criteria exempting certain proposed subdivisions from the requirement to conduct a Water Availability Study, subject to the inclusion of a plat note prohibiting further non-exempt subdivision or re-subdivision for a period of five (5) years following the filing of the Final Plat. The previous replat of Dripping Springs Ranch, Phase 2, Lots 1C and 1D was recorded in March of 2018.

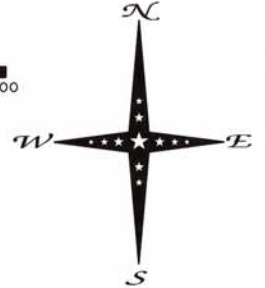
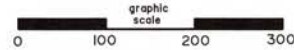
The owners/applicant have submitted a Plat/Plan Application and supporting documents to amend or combine Lots 1C-1 and 1C-2 into one (1) resulting lot. The application is currently under review with Hays County Staff, pending the receipt of additional supporting documentation, completion of review, and possible administrative final determination. Water service will be achieved through individual private well and Wastewater treatment will be achieved by an on-site sewage facility.

Justification for the variance request is provided in the back-up.



AMENDED PLAT OF LOTS 1C-1 AND 1C-2 OF THE  
FINAL PLAT OF THE DRIPPING SPRINGS RANCH,  
PHASE 2 SUBDIVISION, LOTS 1C-1, 1C-2, 1C-3, 1D-1  
AND 1D-2, REPLAT OF LOTS 1C, AND 1D OF THE  
DRIPPING SPRINGS RANCH, PHASE 2 SUBDIVISION  
WITHIN THE EXTRATERRITORIAL JURISDICTION  
OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY TEXAS

SCALE: 1" = 100'



FINAL PLAT OF THE DRIPPING SPRINGS RANCH,  
PHASE 2 SUBDIVISION, LOTS 1C-1, 1C-2, 1C-3, 1D-1  
AND 1D-2, REPLAT OF LOTS 1C, AND 1D OF THE  
DRIPPING SPRINGS RANCH, PHASE 2 SUBDIVISION  
WITHIN THE EXTRATERRITORIAL JURISDICTION  
OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY TEXAS  
Instrument No. 18010411

Legend

- ⊙ 1/2" Iron Rod Found
- ⊙ 1/2" Iron Pipe Found
- ⊙ 1/2" Iron Rod Found with plastic cap imprinted with "RPLS 4404"
- ▲ Mag Nail Found (Record Bearing and Distance)
- per plat = Instrument No. 18010411

TRACT 2A-1  
A REPLAT OF TRACT 2A IN  
DRIPPING SPRINGS RANCH, PHASE 2  
Volume 9 Page 148

THE STATE OF TEXAS  
THE COUNTY OF HAYS  
KNOW ALL MEN BY THESE PRESENTS:  
THAT WE, WESLEY LOHEC AND ERIN LOHEC, OWNERS OF ALL OF LOT 1C-1 AND LOT 1C-2,  
FINAL PLAT OF THE DRIPPING SPRINGS RANCH, PHASE 2, SUBDIVISION, LOTS 1C-1, 1C-2, 1C-3, 1D-1 AND 1D-2,  
REPLAT OF LOTS 1C AND 1D OF THE DRIPPING SPRINGS RANCH PHASE 2 SUBDIVISION WITHIN THE  
EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS,  
AS CONVEYED TO US BY GENERAL WARRANTY DEED RECORDED IN INSTRUMENT No. 21007102  
OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS,  
DO HEREBY AMEND SAID LOTS IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT  
TO BE KNOWN AS  
AMENDED PLAT OF LOTS 1C-1 AND 1C-2 OF THE FINAL PLAT OF THE DRIPPING SPRINGS RANCH,  
PHASE 2 SUBDIVISION, LOTS 1C-1, 1C-2, 1C-3, 1D-1 AND 1D-2, REPLAT OF LOTS 1C, AND 1D OF THE  
DRIPPING SPRINGS RANCH, PHASE 2 SUBDIVISION WITHIN THE EXTRATERRITORIAL JURISDICTION  
OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY TEXAS

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED  
AND NOT RELEASED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE  
STREETS AND EASEMENTS SHOWN HEREON.

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

WESLEY LOHEC  
765 CATTLE TRAIL DRIVE  
DRIPPING SPRINGS, TEXAS 78620

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

ERIN LOHEC  
765 CATTLE TRAIL DRIVE  
DRIPPING SPRINGS, TEXAS 78620

THE STATE OF TEXAS  
THE COUNTY OF HAYS  
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID  
COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED WESLEY LOHEC,  
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 PURPOSES AND CONSIDERATIONS THEREIN  
EXPRESSED.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF  
\_\_\_\_\_, A.D. 20\_\_

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

THE STATE OF TEXAS  
THE COUNTY OF HAYS  
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID  
COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED ERIN LOHEC,  
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO  
THE FOREGOING INSTRUMENT AND SHE ACKNOWLEDGED TO ME THAT SHE  
EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN  
EXPRESSED.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF  
\_\_\_\_\_, A.D. 20\_\_

115  
NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

PLAT INFORMATION:

TOTAL AREA: 10.47 ACRES  
TOTAL NUMBER OF LOTS: 1  
AVERAGE SIZE OF LOTS: 10.47 ACRES  
NUMBER OF LOTS OVER 10 ACRES: 1  
NUMBER OF LOTS 5-10 ACRES: 0  
NUMBER OF LOTS 2-5 ACRES: 0  
NUMBER OF LOTS 1-2 ACRES: 0  
NUMBER OF LOTS LESS THAN 1 ACRE: 0

ORIENTATION NOTE:

The orientation for this plat was based upon  
the State Plane Coordinate System.  
(4204 -- Texas South Central Zone)

OWNER/DEVELOPER:  
WESLEY LOHEC  
ERIN LOHEC  
975 CATTLE TRAIL DRIVE  
DRIPPING SPRINGS, TEXAS 78620

SURVEYOR:  
HOLT CARSON, INC.  
1904 FORTVIEW ROAD  
AUSTIN, TEXAS 78704  
(512) 442-0990

AMENDED PLAT OF LOTS 1C-1 AND 1C-2 OF THE  
FINAL PLAT OF THE DRIPPING SPRINGS RANCH,  
PHASE 2 SUBDIVISION, LOTS 1C-1, 1C-2, 1C-3, 1D-1  
AND 1D-2, REPLAT OF LOTS 1C, AND 1D OF THE  
DRIPPING SPRINGS RANCH, PHASE 2 SUBDIVISION  
WITHIN THE EXTRATERRITORIAL JURISDICTION  
OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY TEXAS

PLAT NOTES:

1. THIS AMENDED PLAT IS LOCATED WITHIN THE ETJ OF THE CITY OF DRIPPING SPRINGS.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
5. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP PANEL No. 48209C 0120 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM AN INDIVIDUAL WATER WELL.
7. WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY AN ON-SITE SEWAGE FACILITY.
8. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
9. DRIVEWAYS SHALL COMPLY WITH CHAPTER 72I OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 75I.
10. THE PURPOSE OF THIS AMENDED PLAT IS TO AMEND THE COMMON LOT LINE LOCATION OF LOT 1C-1 AND LOT 1C-2.
11. THIS SUBDIVISION IS LOCATED WITHIN HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT 2.
12. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE HAYS COUNTY STANDARD.
13. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN.
14. THIS AMENDED PLAT IS LOCATED WITHIN HAYS COUNTY ESD No. 1 AND No. 6.

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 DRIPPING SPRINGS.

MARCUS PACHECO  
DIRECTOR  
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 DEPARTMENT.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

MARCUS PACHECO DIRECTOR  
HAYS COUNTY DEVELOPMENT  
SERVICES DEPARTMENT

ERIC VAN GAASBEEK R.S., C.F.M.  
FLOODPLAIN ADMINISTRATOR

THE STATE OF TEXAS  
THE COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2021, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT No. \_\_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2021.

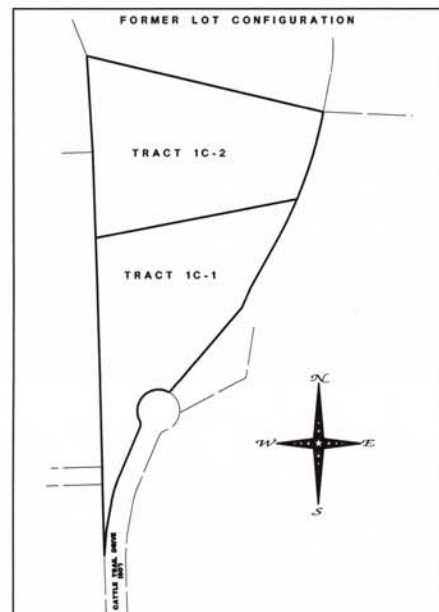
ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS.

THE STATE OF TEXAS  
CITY OF DRIPPING SPRINGS  
HAYS COUNTY, TEXAS

THIS PLAT, AMENDED PLAT OF LOTS 1C-1 AND 1C-2 OF THE FINAL PLAT OF THE DRIPPING SPRINGS RANCH, PHASE 2 SUBDIVISION, REPLAT OF LOTS 1C AND 1D OF THE DRIPPING SPRINGS RANCH PHASE 2 SUBDIVISION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AND IS HEREBY ADMINISTRATIVELY APPROVED PURSUANT TO ORDINANCE 1230.09.  
APPROVED, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY:

MICHELLE FISCHER  
CITY ADMINISTRATOR



STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:  
THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION REGULATIONS AND THE CITY OF DRIPPING SPRINGS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

HOLT CARSON  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5166  
HOLT CARSON, INC.  
1904 FORTVIEW ROAD AUSTIN, TEXAS 78704



10-29-2021  
DATE





## **REQUEST FOR VARIANCE APPLICATION PACKET**

**NOTICE TO APPLICANTS: IT IS YOUR RESPONSIBILITY TO THOROUGHLY READ AND UNDERSTAND THIS APPLICATION PACKET AND TO PROVIDE ALL INFORMATION REQUIRED HEREIN BEFORE THIS APPLICATION WILL BE ACCEPTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.**

### **WHAT IS A VARIANCE?**

A variance is an adjustment in the application of the Hays County Development Regulations to a specific project based on special conditions or circumstances peculiar (unique) to the project where a literal enforcement of the Regulations will result in unnecessary hardship. A variance is in the nature of a waiver of the strict letter of the Regulations but in substantial compliance with them and without sacrificing their spirit and purpose where the variance is necessary to allow the property owner to enjoy the same or similar rights enjoyed by other similarly submitted applications for Development Authorizations.

### **WHO MAY SEEK A VARIANCE?**

Variances may be requested by the Owner of the Subject Property (the holder(s) of a legal or equitable interest in real property as shown by the deed records of Hays County) or the Applicant (the person seeking approval of an Application on behalf of an Owner). If an application is submitted by an Applicant other than the Owner, the Owner must certify that the Applicant has his permission to submit the application on his behalf.

### **ON WHAT GROUNDS MAY I SEEK A VARIANCE?**

Variances may be granted from any provision of the Hays County Development Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements thereof or to avoid a regulatory taking. However, the Commissioners Court cannot grant any variance which conflicts with State or Federal law.

### **UNDER WHAT CIRCUMSTANCE MIGHT A REQUEST FOR VARIANCE NOT BE GRANTED?**

Pecuniary hardship standing alone shall not be deemed to constitute undue hardship.

### **HOW DO I APPLY FOR A VARIANCE?**

1. **COMPLETE THE APPLICATION FOR A VARIANCE:** After reviewing the entire Application packet carefully, prepare all the information requested on the Application. A complete Application must include all the information listed therein.
2. **SUBMIT APPLICATION:** Submit all the required application materials, along with a Subdivision Plat Submittal Form or Application for Development Authorization, to the Hays County Development Services Division at 2171 Yarrington Road, San Marcos, Texas. The Development Services staff cannot accept an incomplete application.

### **HOW LONG DOES IT TAKE TO COMPLETE THE VARIANCE PROCESS?**

Variances are approved along the same timeline as the Applicant's Subdivision Plan Submittal or Application for Development Permit. Refer to those application packets for more information. If the Development Services Division determines that a proposed administrative variance does not or may not meet the criteria identified in Sec. 701.08.06 of the Regulations, approval of such proposed administrative variance will be deferred to the Commissioners Court.

### **HOW MUCH DOES A VARIANCE REQUEST COST?**

A fee of \$100.00 must be paid at the time of the application is submitted and is non-refundable even if the application is denied.



# **REQUEST FOR VARIANCE** **Hays County, Texas**

To be included with Plat Submittal  
or Application for Development Authorization

*For Office Use Only*

Tracking Number: \_\_\_\_\_  
Date App. Received: \_\_\_\_\_  
Precinct # in which located: \_\_\_\_\_

**INSTRUCTIONS:** Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

## **OWNER INFORMATION:**

Property Owner's Full Legal Name: Wesley Lohec  
Property Owner's Mailing Address: 5401 Johnston Rd. Pleasanton, CA 94588  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Cell Phone: (925) 623-6785 e-Mail Address: welohec@gmail.com

**IF APPLICABLE:** Owner hereby gives \_\_\_\_\_ permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

I hereby certify that the above statements are true and correct to the best of my knowledge.

Wesley E. Lohec  
Owner's Signature

STATE OF TEXAS  
COUNTY OF Travis

Subscribed and sworn to before me this 19 day of November, 20 21



Margaret Mary Fry  
Notary Public  
My Commission expires: 3-24-2025

## **APPLICANT INFORMATION (if different from Owner):**

Applicant's Full Legal Name: Jason Hebert  
Applicant's Mailing Address: 3813 Juniper Trace, #100 Austin, TX 78738  
Home Phone: \_\_\_\_\_ Work Phone: (512) 402-9222  
Cell Phone: \_\_\_\_\_ e-Mail Address: jhebert@newhousebuilder.com

## **PROPERTY INFORMATION:**

Proposed Name of Subdivision (if applicable): \_\_\_\_\_  
911 street address for the Subject Property, if established: 749 Cattle Trail Dr.



Legal description:

Lot <sup>1C-1</sup>~~1C-2~~ Block \_\_\_\_\_, Subdivision DIPPING SPRINGS RANCH, Sec \_\_\_\_\_, Phase 2

If not located in a subdivision: Survey \_\_\_\_\_

Abstract \_\_\_\_\_, Recorded (Vol/Page) \_\_\_\_\_

Hays Central Appraisal District Property ID Number: R164306 ; R164307

*This number can be obtained by searching the on-line property records for the Subject Property at [www.hayscad.com](http://www.hayscad.com) or by calling the HCAD at (512) 268-2522.*

Hays County Precinct in which the subject property is located: 4

*This information can be obtained by calling (512) 393-2160.*

**ACTION REQUESTED:**

☐ Administrative Variance as follows (check all that apply):

☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.

☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.

☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.

☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.

☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).

☒ Variance from the Regulations as they apply to the subdivision of property in Hays County.

☐ Other (specify): \_\_\_\_\_

**All Applicants complete the following:**

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Ch 715.3.01 (c)	"The following categories... prohibiting further non-exempt subdivision or re-subdivision for a period of five (5) years following the filing of the final plat"	Re-Subdivision to combine (2) lots into (1) lot prior to period of five (5) years.


**HARDSHIP FINDINGS (attach additional sheets if necessary):**

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

The Owner will not have reasonable use of his land  
without approval of variance.

2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:

The Owner will not have reasonable use of his land  
without approval of variance.

3. Describe how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

Granting of variance will allow owner reasonable use  
of his land & does not interfere with public health,  
safety, and welfare. Granting of variance will not  
prevent orderly development of the land.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:

The variance requested is in regards to the owner  
having reasonable use of his land.

5. Describe how the variance will improve the functionality of the development on the Subject Property:

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:

7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):

\*\*\*\*\*

### PRE-SUBMITTAL CHECKLIST

CHECK EACH ITEM TO INDICATE THAT IS HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.

- ☒ Completed Subdivision Plat Submittal Form or Application for Development Authorization.
- ☒ Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.
- ☐ Other – List any other supplemental information submitted with this Application:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*



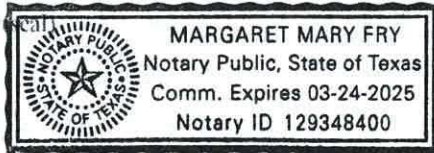
**OWNER'S/APPLICANT'S CERTIFICATION:**

I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.

Wesley E. Frier  
Print Name Wesley E. Frier

STATE OF TEXAS §  
COUNTY OF HAYS §

Subscribed and sworn to before me this 24 day of November, 2021.



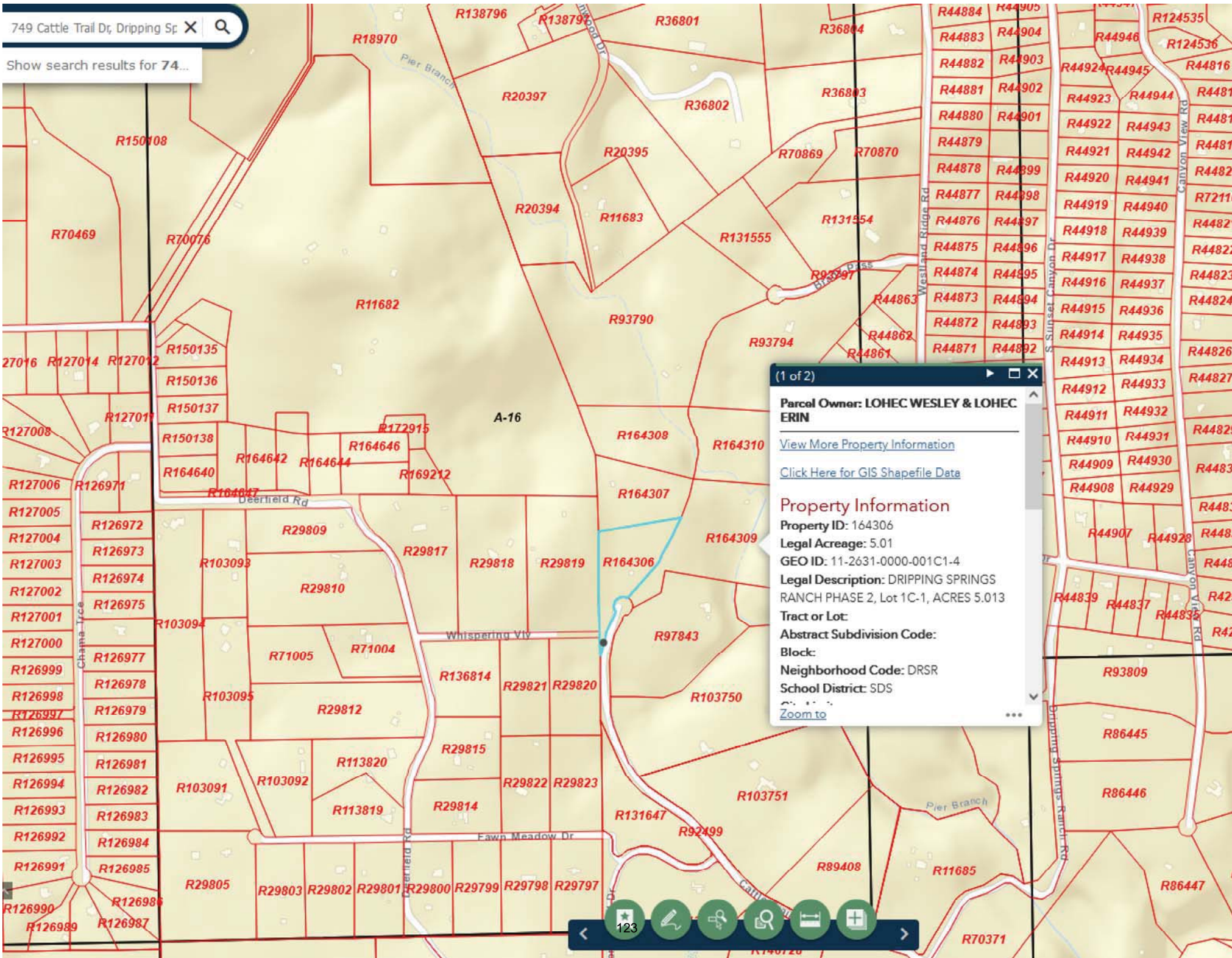
Margaret Fry  
Notary Public, State of Texas  
My Commission expires: 3-24-2025



749 Cattle Trail Dr, Dripping Sp X



Show search results for 74...



(1 of 2)

**Parcel Owner: LOHEC WESLEY & LOHEC ERIN**

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

**Property Information**

Property ID: 164306

Legal Acreage: 5.01

GEO ID: 11-2631-0000-001C1.4

**Legal Description:** DRIPPING SPRINGS RANCH PHASE 2, Lot 1C-1, ACRES 5.013

**Tract or Lot:**

**Abstract Subdivision Code:**

**Block:**

**Neighborhood Code:** DRSR

**School District:** SDS

[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

Discussion and possible action to approve the nomination of Commissioner Walt Smith to the Urban Counties Policy Committee for the 2022-2033 term.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

December 7, 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

See the attached resolution.



**RESOLUTION FOR THE APPOINTMENT OF COMMISSIONER WALT SMITH TO  
THE URBAN COUNTIES POLICY COMMITTEE**

**WHEREAS**, The Texas Conference of Urban Counties was established in 1975 to represent the interests of the urban counties in Texas and is reliant on member participation to continue to be effective in impacting state policy decisions; and

**WHEREAS**, Hays County has found participation in the Urban Counties to be of great benefit to Hays County and to urban counties in general; and

**WHEREAS**, the Texas Conference of Urban Counties membership has recognized the value of including county commissioners courts in the nominating process for the Policy Committee; and

**WHEREAS**, Hays County wishes to ensure that the Urban Counties Policy Committee has members who have the full support of their respective commissioners courts; and

**WHEREAS**, Walt Smith, Commissioner Pct 4, has expressed an interest in serving on the Policy Committee to represent the interest of Hays County in the policy development process of the Texas Conference of Urban Counties.

**NOW, THEREFORE, BE IT RESOLVED**, that the Commissioners Court of Hays County hereby nominates Commissioner Walt Smith to serve on the Policy Committee for the 2022-2023 biennium.

**ADOPTED THIS THE 7<sup>TH</sup> DAY OF DECEMBER 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**

## 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 allocate funds in the amount of \$21,000.00 for additional field validation in relation to broadband mapping.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	December 7, 2021	\$21,000.00

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

On September 7th, the Commissioners Court signed a resolution of support in favor pursuing broadband mapping services in Hays County. In order to complete additional field validation work in precincts 3 and 4, the county would need to set aside \$21,000. Precincts 3 and 4 have the largest connectivity issues. Field validation is performed to confirm the accuracy of a provider's service boundaries, operating parameters and delivery platforms and ensures that equipment currently exists where providers claim it exists. This is traditionally done in areas with connectivity issues and a possibility of overstatement of services currently offered by providers.

Attachments:  
Commitment of Funds Letter





**December 7, 2021**

St. David's Foundation  
1303 San Antonio Street  
Austin, TX 78701

To Whom it May Concern,

I am pleased to support Connected Nation in their pursuit of funding through the St. David's Foundation application with the intention to perform broadband mapping services and strategic planning efforts throughout Hays County.

On September 7, 2021 the Hays County Commissioners Court signed a resolution of support in favor of Connected Nation applying for a grant to support broadband mapping in Hays County. Today, the commissioners court has committed to setting aside \$21,000 in order to allow Connected Nation to perform additional field asset validation services in Hays County. The county is committed to working with Connected Nation in order to ensure the most accurate and up to date information is provided.

The Hays County Commissioners Court fully supports the proposal presented by Connected Nation and will work to engage communities in order to provide the best and most accurate information for community engagement.

Thank you for your attention to this matter.

Sincerely,

---

Ruben Becerra  
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

Discussion and possible action to consider granting a variance to Section 10.W.1 of the Hays County Rules for On-Site Sewage Facilities and allow issuance of development permits to the owner of 2000 S. Hwy 21.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	December 7, 2021	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
MACHACEK	INGALSBE	N/A

#### SUMMARY

The property owner of 2000 S. Hwy 21 in Precinct 1 has applied for an On-Site Sewage Facility permit with Hays County Development Services to accommodate a new, additional dwelling unit for her daughter. Water service is being provided by Maxwell Water Supply Corporation, a public surface water provider. The owner, Mary Ann Hyatt, is requesting a variance to Section 10 W 1 of the Hays County Rules for On-Site Sewage Facilities which specifies that "A permit will not be issued for an On-Site Sewage Facility that is on a tract of land that is found to be in violation of the Hays County Development Regulations."

The property owner is in the process of taking the necessary steps to bring her property into compliance with Hays County and under the 1445 Interlocal Agreement for Plat/Plan review with the City of San Marcos. Justification for the variance request is included in the back-up to allow the construction of the requested on-site sewage facility. Notice of Approval to operate the requested septic system will not be issued until the property has been brought into compliance via Plat/Plan review under the current Development Regulations.



## **REQUEST FOR VARIANCE APPLICATION PACKET**

**NOTICE TO APPLICANTS: IT IS YOUR RESPONSIBILITY TO THOROUGHLY READ AND UNDERSTAND THIS APPLICATION PACKET AND TO PROVIDE ALL INFORMATION REQUIRED HEREIN BEFORE THIS APPLICATION WILL BE ACCEPTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.**

### **WHAT IS A VARIANCE?**

A variance is an adjustment in the application of the Hays County Development Regulations to a specific project based on special conditions or circumstances peculiar (unique) to the project where a literal enforcement of the Regulations will result in unnecessary hardship. A variance is in the nature of a waiver of the strict letter of the Regulations but in substantial compliance with them and without sacrificing their spirit and purpose where the variance is necessary to allow the property owner to enjoy the same or similar rights enjoyed by other similarly submitted applications for Development Authorizations.

### **WHO MAY SEEK A VARIANCE?**

Variances may be requested by the Owner of the Subject Property (the holder(s) of a legal or equitable interest in real property as shown by the deed records of Hays County) or the Applicant (the person seeking approval of an Application on behalf of an Owner). If an application is submitted by an Applicant other than the Owner, the Owner must certify that the Applicant has his permission to submit the application on his behalf.

### **ON WHAT GROUNDS MAY I SEEK A VARIANCE?**

Variances may be granted from any provision of the Hays County Development Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements thereof or to avoid a regulatory taking. However, the Commissioners Court cannot grant any variance that conflicts with State or Federal law.

### **UNDER WHAT CIRCUMSTANCE MIGHT A REQUEST FOR VARIANCE NOT BE GRANTED?**

Pecuniary hardship standing alone shall not be deemed to constitute undue hardship.

### **HOW DO I APPLY FOR A VARIANCE?**

1. **COMPLETE THE APPLICATION FOR A VARIANCE:** After reviewing the entire Application packet carefully, prepare all the information requested on the Application. A complete Application must include all the information listed therein.
2. **SUBMIT APPLICATION:** Submit all the required application materials, along with a Subdivision Plat Submittal Form or Application for Development Authorization, to the Hays County Environmental Health Department at 1251 Civic Center Loop, San Marcos, Texas. The Environmental Health Department staff cannot accept an incomplete application.

### **HOW LONG DOES IT TAKE TO COMPLETE THE VARIANCE PROCESS?**

Variances are approved along the same timeline as the Applicant's Subdivision Plan Submittal or Application for Development Permit. Refer to those application packets for more information. If the Planning or Environmental Health Divisions determine that a proposed administrative variance does not or may not meet the criteria identified in Sec. 701.08.06 of the Regulations, approval of such proposed administrative variance will be deferred to the Commissioners Court.

### **HOW MUCH DOES A VARIANCE REQUEST COST?**

A fee of \$100.00 must be paid at the time of the application is submitted and is non-refundable even if the application is denied.





**REQUEST FOR VARIANCE**  
**Hays County, Texas**

To be included with Plat Submittal  
or Application for Development Authorization

*For Office Use Only*

Tracking Number: \_\_\_\_\_  
Date App. Received: \_\_\_\_\_  
Precinct # in which located: \_\_\_\_\_

**INSTRUCTIONS:** Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

**OWNER INFORMATION:**

Property Owner's Full Legal Name: Mary Ann Hyatt  
Property Owner's Mailing Address: 2000 Highway 21, San Marcos TX 78666  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Cell Phone: 512-757-0477 e-Mail Address: mahyatt1@charter.net

**IF APPLICABLE:** Owner hereby gives \_\_\_\_\_ permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

I hereby certify that the above statements are true and correct to the best of my knowledge.

\_\_\_\_\_  
Owner's Signature

**STATE OF TEXAS**  
**COUNTY OF \_\_\_\_\_**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(seal)

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

**APPLICANT INFORMATION (if different from Owner):**

Applicant's Full Legal Name: \_\_\_\_\_  
Applicant's Mailing Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ e-Mail Address: \_\_\_\_\_

**PROPERTY INFORMATION:**

Proposed Name of Subdivision (if applicable): Hyatt  
911 street address for the Subject Property, if established: 2000 Highway 21, San Marcos TX 78666



Legal description:

Lot 1, Block \_\_\_\_\_, Subdivision Hyatt, Sec \_\_\_\_\_, Phase \_\_\_\_\_

If not located in a subdivision: Survey \_\_\_\_\_,

Abstract \_\_\_\_\_, Recorded (Vol/Page) \_\_\_\_\_

Hays Central Appraisal District Property ID Number: 10-0011-0023-00000-3

*This number can be obtained by searching the on-line property records for the Subject Property at [www.hayscad.com](http://www.hayscad.com) or by calling the HCAD at (512) 268-2522.*

Hays County Precinct in which the subject property is located: 1  
*This information can be obtained by calling (512) 393-2190.*

**ACTION REQUESTED:**

- ☐ Administrative Variance as follows (check all that apply):
- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
  - ☒ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
  - ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
  - ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
  - ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).
- ☐ Variance of the Regulations as they apply to the subdivision of property in Hays County.
- ☐ Other (specify): \_\_\_\_\_

**All Applicants complete the following:**

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Section 10 W 1 Hays County Rules for On-Site Sewage Facilities	A permit will be required for all On-Site Sewage Facilities, regardless of the size of the lot or acreage onto which it is installed. A permit will not be issued for an On-Site Sewage Facility that is on a tract of land that is found to be in violation of the Hays County Development (Subdivision) Regulations. Any structure or property used for residential, institutional, or commercial purposes shall be connected to an On-Site Sewage Facility permitted by the Department or a centralized sewage treatment facility permitted by the Texas Commission on Environmental Quality	Issue the OSSF Permit prior to Plat Approval

Legal description:

Lot 1, Block \_\_\_\_\_, Subdivision Hyatt, Sec \_\_\_\_\_, Phase \_\_\_\_\_

If not located in a subdivision: Survey \_\_\_\_\_,

Abstract \_\_\_\_\_, Recorded (Vol/Page) \_\_\_\_\_

Hays Central Appraisal District Property ID Number: 10-0011-0023-00000-3

*This number can be obtained by searching the on-line property records for the Subject Property at [www.hayscad.com](http://www.hayscad.com) or by calling the HCAD at (512) 268-2522.*

Hays County Precinct in which the subject property is located: 1

*This information can be obtained by calling (512) 393-2190.*

**ACTION REQUESTED:**

☐ Administrative Variance as follows (check all that apply):

☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.

☒ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.

☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.

☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.

☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).

☐ Variance of the Regulations as they apply to the subdivision of property in Hays County.

☐ Other (specify): \_\_\_\_\_

**All Applicants complete the following:**

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Section 10 W 1 Hays County Rules for On-Site Sewage Facilities	A permit will be required for all On-Site Sewage Facilities, regardless of the size of the lot or acreage onto which it is installed. A permit will not be issued for an On-Site Sewage Facility that is on a tract of land that is found to be in violation of the Hays County Development (Subdivision) Regulations. Any structure or property used for residential, institutional, or commercial purposes shall be connected to an On-Site Sewage Facility permitted by the Department or a centralized sewage treatment facility permitted by the Texas Commission on Environmental Quality	     



Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements

**HARDSHIP FINDINGS (attach additional sheets if necessary):**

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

My daughter, George Ann Stoores, had a stroke and is paralyzed on her left side. She sold her home in Bulverde and purchased a manufactured home which is ADA approved to be placed on my property. I inherited 2 acres from my mother in 2011. I sold 0.50 acres to Jacob Avalos in Oct 2015 and 0.28 acres in Aug 2019. I need the permit for the septic to be approved so she can move into her home. My home is not handicapped accessible at all. She cannot take a shower here, cook, etc. like she will be able to do in her home. David Williamson has been working on the plat.

2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:

The strict enforcement of the provisions of the Development Regulations that are sought to be varied will deny the Applicant's daughter the privileges enjoyed by neighboring or similarly situated property in Hays County and deprive the Applicant the reasonable use of her land to provide an ADA home for her daughter.

3. Describe how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

Granting of a variance will not be detrimental to public health, safety and welfare, will not be injurious to other property, and will not prevent the orderly development in the area in accordance with the Development Regulations as my property has been surveyed, is field fenced on the south and east sides and the front yard is fenced with 11 pecan trees. My neighbor on the south side owns 8 acres and my neighbor on the north and east of me is about 4 acres with our two drives and median separating us.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:

The hardship sought to be avoided is NOT the result of (a) the Applicants own actions (self-imposed or self-created) and/or (b) economic or financial hardship because: It was **AN ACT OF GOD** that my daughter had a stroke and is now paralyzed.

5. Describe how the variance will improve the functionality of the development on the Subject Property:

My daughter will be able to move into an ADA home and be close to me so I can help when needed.

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:

The variance will allow my daughter the ability to survive and live a more content and successful life. It will also allow her the process of living within the limits of available physical natural and social resources.

7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):

The variance will resolve a conflict between the provisions as the plat is finished there will no longer be any conflict.

\*\*\*\*\*

### PRE-SUBMITTAL CHECKLIST

CHECK EACH ITEM TO INDICATE THAT IS HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.



Completed Subdivision Plat Submittal Form or Application for Development Authorization.



Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.



Other – List any other supplemental information submitted with this Application:

\*\*\*\*\*



**OWNER'S/APPLICANT'S CERTIFICATION:**

I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.

Mary Ann Hyatt  
Print Name Mary Ann Hyatt

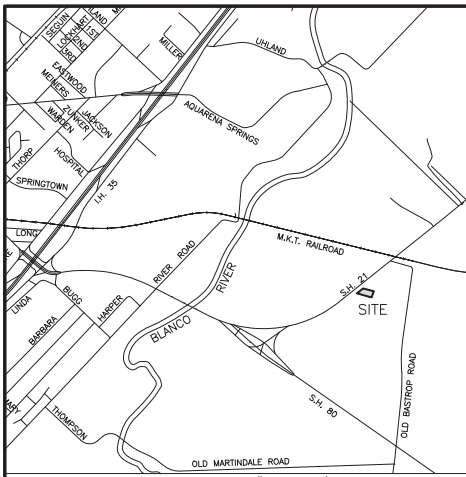
STATE OF TEXAS     §  
COUNTY OF HAYS   §

Subscribed and sworn to before me this 1<sup>st</sup> day of December, 20 21.

(seal)

Victoria A. Bolanos  
Notary Public, State of Texas  
My Commission expires: 11-06-2022



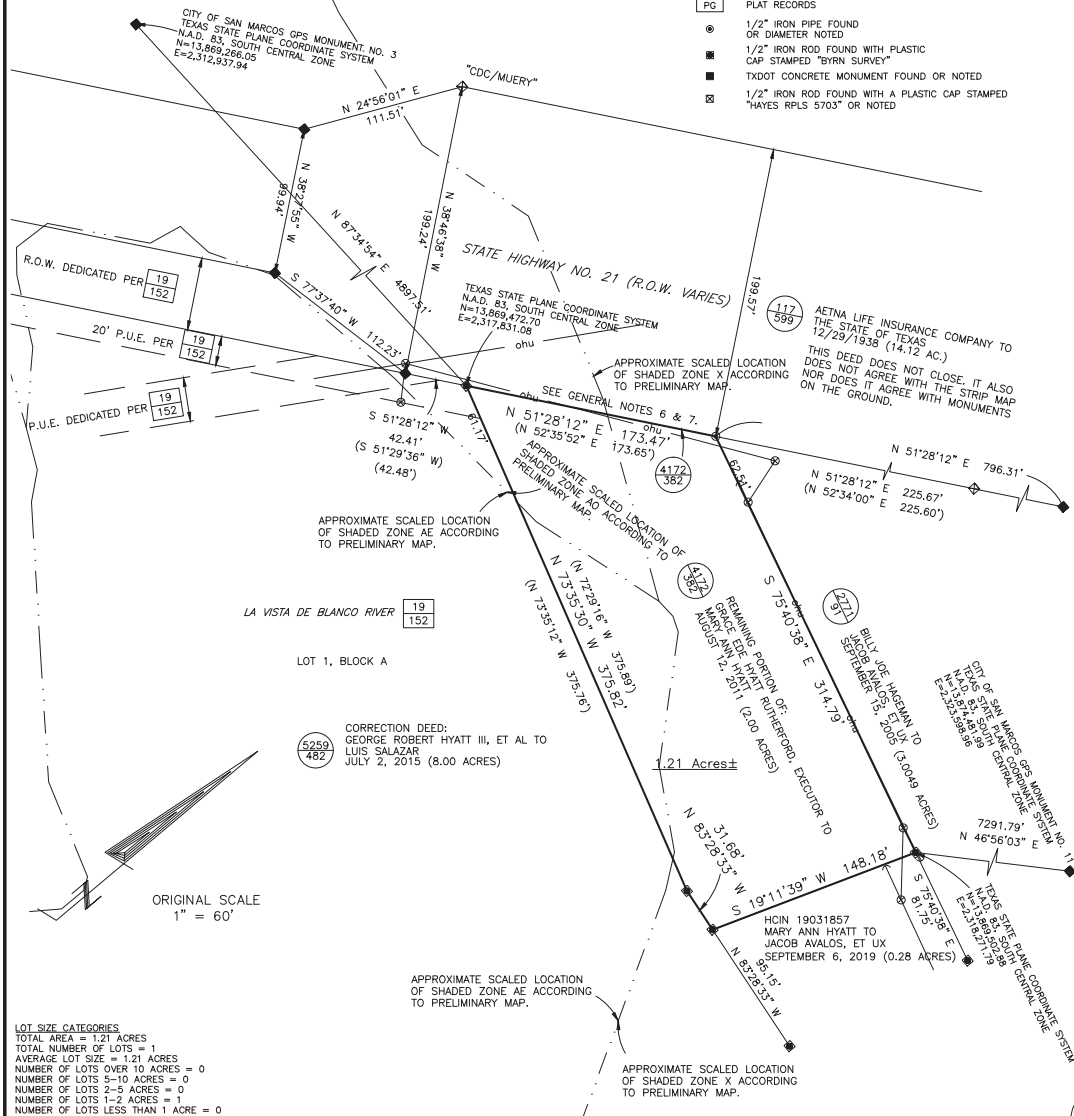


#### GENERAL NOTES

1. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0394F, DATED 9/2/2008, THIS TRACT LIES WITHIN SHADED ZONE X (AREAS OF 2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE).
2. THIS LOT LIES WITHIN THE SAN MARCOS ETJ.
3. THIS LOT LIES WITHIN THE ESD 3.
4. THIS LOT LIES WITHIN THE SAN MARCOS CSD.
5. ACCORDING TO SCALING FROM TCEQ MAPS, NO PART OF THIS LOT LIES WITHIN THE EDWARDS AQUIFER RECHARGE, AND NO PART LIES WITHIN THE CONTRIBUTING OR TRANSITION ZONES.
6. HIGHWAY R.O.W. BASED ON MONUMENTATION FOUND & STRIP MAP RECORDED IN 1939.
7. SAN MARCOS CITY LIMITS PER ORDINANCE NUMBER 1980.53 "WITH THE SOUTHEAST LINE OF STATE HIGHWAY 21"
8. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
9. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
10. THIS LOT WILL NOT BE ALLOWED TO HAVE A WELL WITH AN ON-SITE SEWAGE FACILITY. THE ON-SITE SEWAGE FACILITY IS RESTRICTED TO AN ADVANCED SYSTEM ONLY WITH PUBLIC WATER SUPPLY, IF SURFACE OR RAINWATER COLLECTION WILL BE USED A CONVENTIONAL SYSTEM MAY BE INSTALLED.

#### LEGEND

- VOL HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- PG HAYS COUNTY PLAT RECORDS
- 1/2" IRON PIPE FOUND OR DIAMETER NOTED
- 1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- TxDOT CONCRETE MONUMENT FOUND OR NOTED
- 1/2" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "HAYES RPLS 5703" OR NOTED



**LOT SIZE CATEGORIES**  
 TOTAL AREA = 1.21 ACRES  
 TOTAL NUMBER OF LOTS = 1  
 AVERAGE LOT SIZE = 1.21 ACRES  
 NUMBER OF LOTS OVER 10 ACRES = 0  
 NUMBER OF LOTS 5-10 ACRES = 0  
 NUMBER OF LOTS 2-5 ACRES = 0  
 NUMBER OF LOTS 1-2 ACRES = 1  
 NUMBER OF LOTS LESS THAN 1 ACRE = 0

**UTILITIES**  
 ELECTRIC-BLUEBONNET ELECTRIC COOPERATIVE  
 WATER-MAXWELL W.S.C.  
 SEWER-INDIVIDUAL ON-SITE SEWAGE FACILITIES

#### SURVEYORS NOTES

1. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
2. 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.

CLIENT: HYATT, MARY ANN  
 DATE: SEPTEMBER 8, 2021  
 OFFICE: HADEN  
 CREW: C. SMITH  
 FB/PG: 793/1  
 PLAT NO. 27973-21-c

ERIK VAN GAASBEK, R.S., C.F.M.  
 HAYS COUNTY FLOODPLAIN ADMINISTRATOR

MARCUS PACHECO, DIRECTOR,  
 HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS\*  
 COUNTY OF HAYS\*

I, MARY ANN HYATT, THE OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS 1.21 ACRES, AS CONVEYED TO ME BY DEED DATED AUGUST 16, 2011 AND RECORDED IN VOLUME 4172, PAGE 382 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, IN HAYS COUNTY TEXAS, PLAT THIS PROPERTY TO BE LOT 1, HYATT SUBDIVISION AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN ON THIS PLAT.

MARY ANN HYATT  
 2000 HIGHWAY 21  
 SAN MARCOS, TEXAS 78666

STATE OF TEXAS\*  
 COUNTY OF HAYS\*

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JAN A. OLSEN, OWNER, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

STATE OF TEXAS\*  
 COUNTY OF HAYS\*

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED SHARON K. EITEL, OWNER, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

APPROVED AND AUTHORIZED TO BE RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021 BY THE DIRECTOR OF DEVELOPMENT SERVICES DEPARTMENT OF THE CITY OF SAN MARCOS.

SHANNON MATINGLY  
 DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES

RECORDING SECRETARY

CIP AND ENGINEERING

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 SAN MARCOS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS.

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 THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021 AT \_\_\_\_ O'CLOCK \_\_\_\_ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER \_\_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2021.

ELAINE H. CARDENAS  
 COUNTY CLERK  
 HAYS COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, DAVID C. WILLIAMSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS.

REGISTERED PROFESSIONAL LAND SURVEYOR  
 DAVID C. WILLIAMSON, R.P.L.S. NO. 4190

**BYRN & ASSOCIATES, INC.**

**SURVEYING**

P.O. BOX 1435 SAN MARCOS, TEXAS 78667  
 PHONE 512-396-2270 FAX 512-392-2945  
 FIRM NO. 10070500

PLAT OF  
 LOT 1,  
 HYATT SUBDIVISION,  
 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

Discussion and possible action to adopt new election precincts resulting from redistricting changes.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

December 7, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jennifer Anderson

#### SPONSOR

BECERRA

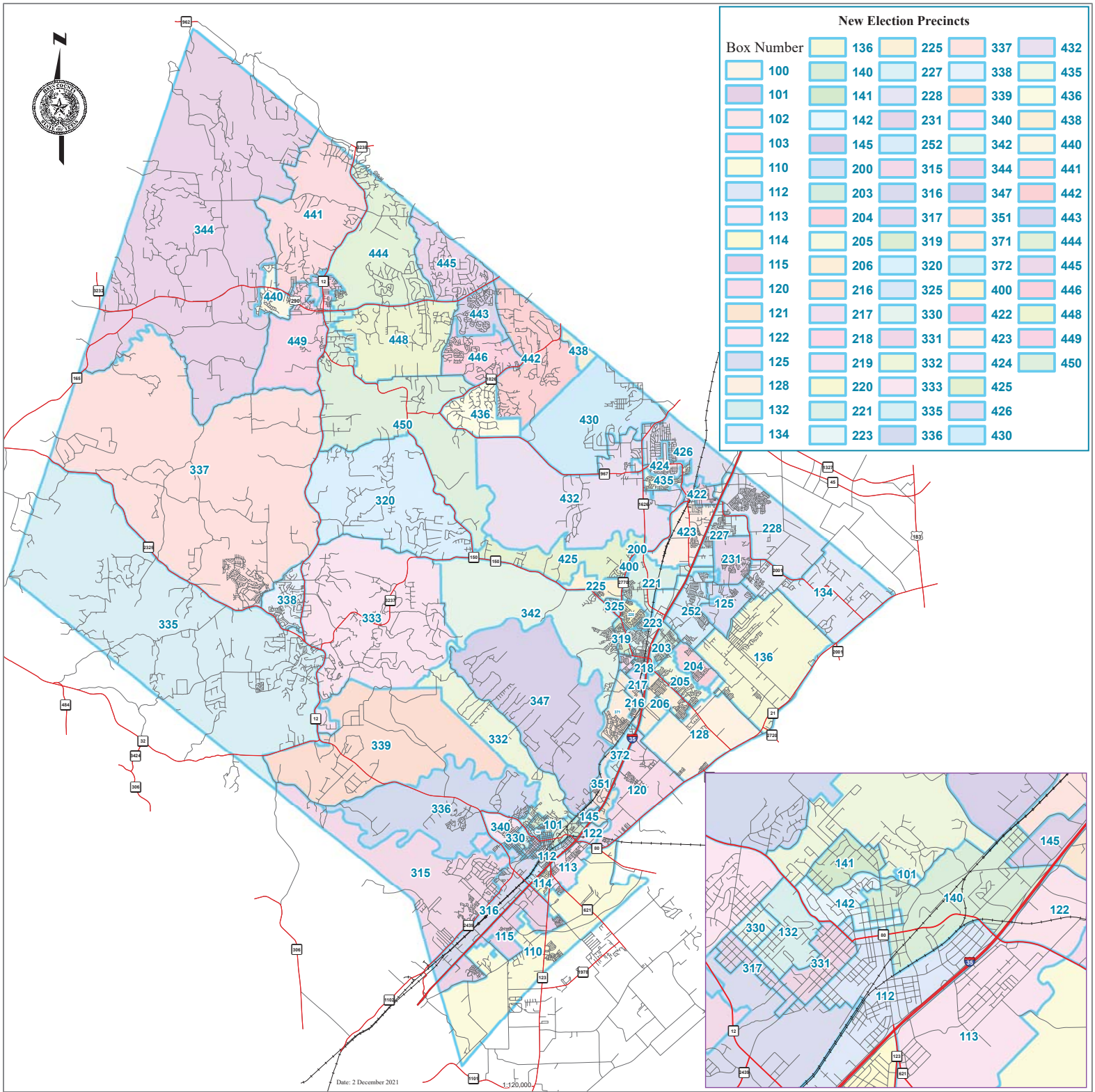
#### CO-SPONSOR

N/A

#### SUMMARY

Pursuant to Section 42.032 of the Texas Election Code requires that any changes to a county election precinct that are necessary to give effect to a state redistricting plan must be ordered by the Commissioners Court by December 30, 2021 (amended date under authority of SB 13). Pursuant to TEC Section 42.033 provides that a change in a county election precinct boundary takes effect on the first day of the first even-numbered year following the year in which the change is ordered. Accordingly, all county election precinct boundary changes will take effect on January 1, 2022. New voter registration cards will be mailed to all registered voters prior to the Primary Election of 2022.





Document Path: J:\Phoenix\_GIS\Map\_Documents\Revising Election Precincts 24x24.mxd

Date: 2 December 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 a contract for IFB 2021-B12 Countywide Dumpster with Waste Connections Lone Star, Inc.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

December 7, 2021

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

T. CRUMLEY

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

On July 27, 2021 the Hays County Commissioners Court approved for the Purchasing Division to solicit bids for IFB 2021-B12 Countywide Dumpsters. The Purchasing Division received three (3) bids from the following companies:

Paper Retriever of Texas, LLC. \$131,659.20  
Texas Disposal Systems, Inc. \$109,240.88  
Waste Connections Lone Star, Inc. \$88,159.80  
Agreement will be brought to 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 execution of a Development Agreement between Hays County and The Overlook at the Preserve, Ltd., related to the development of real property located in Precinct 4 of Hays County.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

December 7, 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 attached proposed Development Agreement accommodates development activities that have already occurred, and provides a road map for the orderly development of the property as it moves forward.

Attached: Development Agreement.

## **CONDOMINIUM EXEMPTION DEVELOPMENT AGREEMENT**

STATE OF TEXAS           §  
                                     §  
COUNTY OF HAYS       §

This Condominium Exemption Development Agreement (the “Agreement”) is executed by and between HAYS COUNTY, TEXAS (the “County”) and The Overlook At The Preserve, Ltd. (the “Owner”) to be effective as of the Effective Date stated below. County and Owner are sometimes hereinafter collectively referred to as “the Parties”. In consideration of the mutual covenants herein, the Parties expressly agree as follows:

### **RECITALS**

WHEREAS, Owner owned or owns approximately 17.23 acres of land described in more detail on **Exhibit A** (hereinafter the "Property") and desired to develop a condominium regime (the “Project”) known generally as Bell Springs Business Park (hereinafter the "Regime") on the Property in multiple phases;

WHEREAS, Owner filed its initial plan for development or plat application with the County for the Project and Regime on or about October 28, 2014 (“Application Date”) and thereafter obtained all reviews and approvals necessary to plat the Property per all applicable platting rules and laws as of the Application Date (the “Prior Approvals”) but such plat was inadvertently never recorded in the Official Public Records of Hays County (the “Records”);

WHEREAS, Owner and the County desire to enter into this Agreement, and the County and Owner each agree that entering into this Agreement benefits each of them, respectively, and such mutual benefits and mutual covenants herein are good and valuable consideration supporting this Agreement.

NOW THEREFORE, Owner and the County each hereby forever and irrevocably agree as follows:

### **TERMS AND SPECIFIC COVENANTS**

1. The Property is located within Hays County, Texas.
2. The Project and Regime consist of multiple existing and to-be-built Units as described in more detail in First Amendment To Amended and Restated Declaration of Condominium Regime For Bell Springs Business Park recorded in the Records as Document Number 19027612 (“Second Amended Declaration”), the Amended and Restated Declaration of Condominium Regime for Bell Springs Business Park recorded in the Records as Document Number 19014063 (the “Amended Declaration”) and the Declaration of Condominium Regime for Bell Springs Business Park recorded in the Records as Document Number 17030539 (“Original Declaration”), which such documents are collectively referred to herein as the “Declarations”.



3. The Property has not been officially platted in accordance with the applicable laws of Hays County, Texas, and the Parties desire to leave the property un-platted and enter into this Agreement in lieu of platting the same.

4. The Owner and the County desire to provide for the orderly development of the Regime, including the completion of any public or private roadway and drainage improvements, the Units generally depicted in the Declarations or on the conceptual plan ("Plan") attached hereto as **Exhibit B**, along with all associated improvements including, without limitation, parking facilities, on-site sewage facilities, landscaping improvements, walkways, etc. (collectively the "Improvements").

5. Owner agrees that the Improvements have been or will be constructed in substantial conformance with how the same are depicted on the Plan or Declarations, as may be amended from time to time (subject to any limitations in this Agreement).

6. The County shall cooperate in good faith with Owner and any and all subsequent owners of any portions of the Regime including, without limitation, any owners of any Units in the Regime and any condominium owners association pertinent to the Regime including, without limitation, Bell Springs Office Park, Inc. a/k/a Bell Springs Business Park, Inc. (collectively "Owner Group") and promptly review, process, approve and issue all applications, permits, inspections and approvals (collectively "Approvals") relating to the Property, Improvements or Regime that may be (or may become) necessary or required for any Improvements or the Regime.

7. The Parties agree that the Regime and Project shall consist of up to 20 Units for commercial uses, and the Units, Regime, and Project may be developed in phases; and each of the Owner Group which/who are not actually signing this Agreement with Owner and the County shall in all respects be deemed *third party beneficiaries* of this Agreement with equal rights to Owner to enforce the same to the fullest extent as if they actually signed this Agreement.

8. In consideration of Owner's agreement to the terms in this Agreement, the County hereby grants the Owner Group a permanent exemption from the requirement to prepare, obtain County approval for, and file in the Records a subdivision plat for the Regime or the Property, and all Improvements currently existing at the Property as part of the Regime and Project shall in all respects be deemed to have been constructed in accordance with any of the County's rules, regulations, laws, policies, permits, approvals or other legal requirements (collectively the "County Rules").

9. The County confirms and agrees that (i) the Owner Group is authorized, and shall remain authorized until July 1, 2031, to, subject to application for and receipt of any and all non-platting-related permitting requirements (e.g. flood plain, on-site septic facilities, fire code, 911 addressing), construct the remaining unconstructed Improvements at the Property; and (ii) the authorizations and covenants by County in this Agreement will continue to be applicable to the Property and all Improvements (including, without limitation, all Units of the Regime) which are or may hereafter be constructed as part of the Regime at the Property.

10. Any and all requests or applications by Owner Group to the County for any permits, inspections, approvals or other authorizations or Approvals under the County Rules concerning any of the Improvements, the Regime or the Project shall be received, processed and issued in by the County in accordance with this Agreement and any applicable County Rules as they existed on the Application Date. Nothing in this Agreement shall be construed to be a waiver of or exemption from permitting requirements related to health and safety, and which do not directly relate to platting and subdivision under Chapter 232 of the Texas Local Government Code, over which the County possesses the authority to review. Presently there remain(s) to be completed (or finally approved by the County) two on-site sewage treatment facilities (“OSSF’s”) on the Property; one OSSF for Units 7,9,11,13 and 15 of the Regime which has been permitted under County Permit Number 2019-37386 (“System A”), and another OSSF for Units 14 – 20 of the Regime which has been permitted under County Permit Number 2019-37387 (“System B”). System A has been completed and has been inspected and approved by the County, and the County shall issue all necessary final Approvals concerning the System A to make such System A fully and lawfully functional within a reasonable time. System B has been started but not completed, and the Parties hereby agree that the permit for System B is still valid and active, and shall remain valid and active until December 31st, 2022 and the County shall cooperate in good faith to review, inspect, process and otherwise issue all necessary Approvals (as and when applied for by Owner Group) in accordance with this Agreement.

11. If, after the Effective Date of this Agreement, Owner Group makes any modifications to the Improvements or constructs new Improvements in substantial deviation from what is permitted by this Agreement, the County may require the Owner to either amend this Agreement or enter into an additional or supplemental Agreement.

12. If any Party is in default or otherwise materially breaches any portion of this Agreement, the non-breaching Party shall provide written notice of such default, with detail regarding the basis for default, to the breaching Party. If the breaching Party has not cured such default(s) within ten (10) business days (or any longer period provided by the non-breaching party), then the non-breaching Party may pursue any remedy available under Texas law including, without limitation, bringing an appropriate lawsuit in a court of competent jurisdiction. If such proceeding is filed, the prevailing Party in such action shall be entitled to recover from the non-prevailing Party its reasonable and necessary attorneys’ fees and litigation expenses (even if the prevailing Party only recovers equitable relief or declaratory judgment).

13. All Parties agree and represent that the persons signing below have obtained and/or are otherwise fully vested with absolute authority to bind the Party for whom he or she signs and that this Agreement shall be fully binding and valid without any further reviews, approvals or signatures, and any party may record a copy or memorandum of this Agreement in the Records.

14. This Agreement may be signed in multiple counterpart originals, each of which shall be deemed an original for all purposes. Further, scanned or emailed copies of the signatures below shall be deemed originals for all purposes.

15. Notices required or allowed under this Agreement shall be provided to the Parties to the respective addresses below. Valid notice, under this Agreement, includes written communications by U.S. Mail (certified or return receipt requested) and shall be deemed given when properly posted and deposited in the U.S. Mail (or when hand delivered) to the address listed below:

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](mailto:marcus.pacheco@co.hays.tx.us)

To Owner: The Overlook At The Preserve, Ltd ATTN: Paul Albini  
16299 Fitzhugh Rd., Suite B  
Dripping Springs, TX 78620  
Email: [txalbini@gmail.com](mailto:txalbini@gmail.com)

16. The Recitals stated above shall be deemed part and parcel of this Agreement and shall be binding on the Parties. Headings are for convenience only and shall not be construed to limit or expand any of the terms of this Agreement.

**This Condominium Exemption Development Agreement is hereby Agreed and Executed to be effective on the last date signed below (the "Effective Date").**

**COUNTY:**

**Hays County, Texas**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ruben Becerra  
Hays County Judge

ATTEST: \_\_\_\_\_ Date: \_\_\_\_\_  
Elaine Cardenas, MBA, PhD  
Hays County Clerk

**OWNER:**

**The Overlook At The Preserve, Ltd.**

By Mirador Management Services, Inc.,  
A Texas corporation, its general partner

By: Paul M. Albini Date: 4 June 2021  
Name: Paul Albini  
Title: President

[illegible]

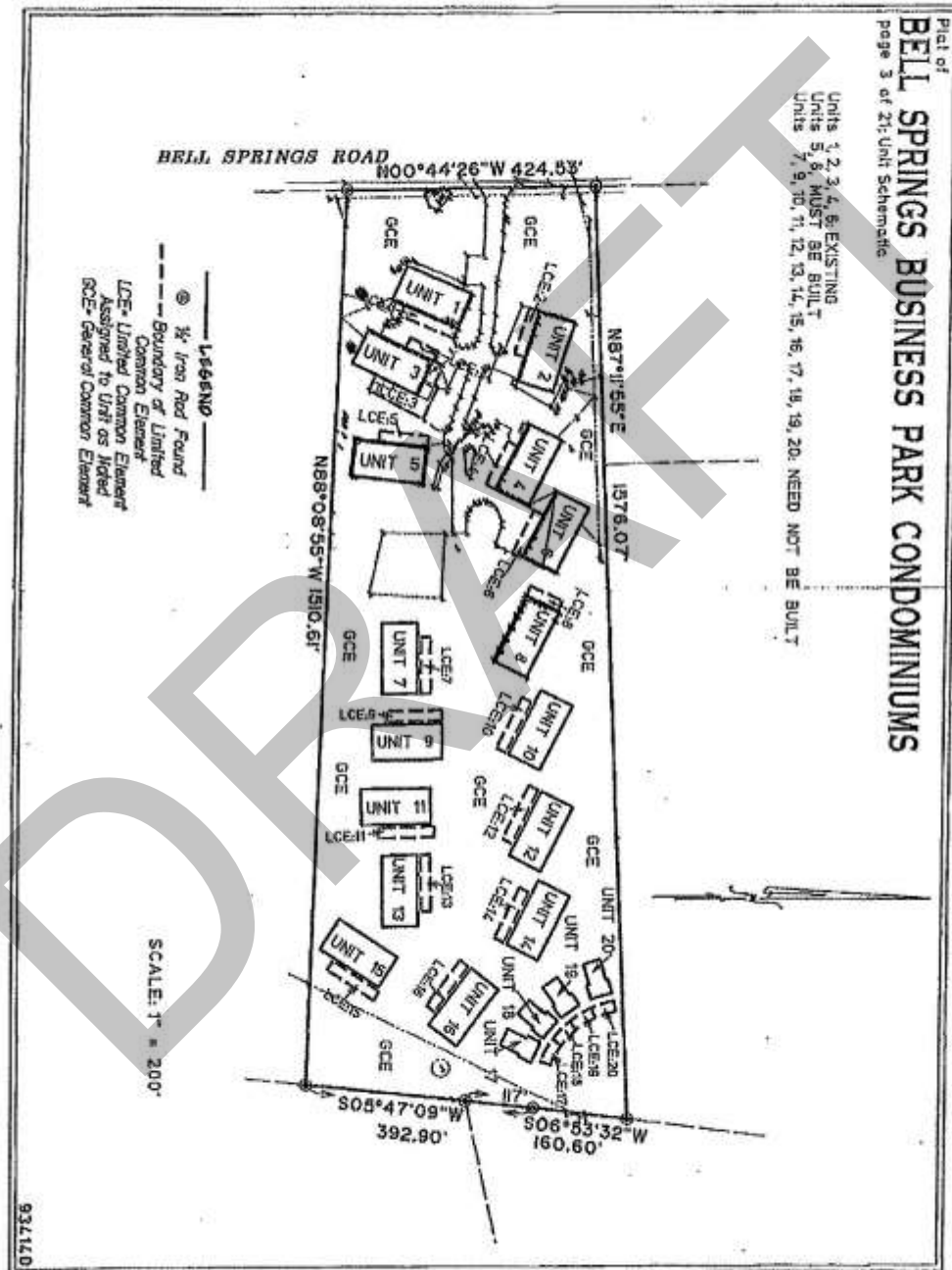


# EXHIBIT "B" Conceptual Plan from Declarations

8/9/2019

Packages | ePrepare - The New Standard for Document Preparation

19027612 Page 6 of 25



## 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 the Genesis eBonds Licensing and Service Provider Agreement related to electronic bail bonds for the Hays County Jail.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

December 7, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

CUTLER

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

See attached material. This Agreement provides for electronic bail bond capabilities for the Hays County Jail. All in-County bail bonds will be processed through this service.

# Genesis eBonds Licensing and Service Provider Agreement

THIS LICENSING AND SERVICE PROVIDER AGREEMENT ("Agreement") is effective as of the 1st day of January, 2022 by and between **GenCore Candeo, Ltd.**, 5800 Eagles Nest Blvd., Tyler, TX 75703 ("Genesis") and the **State of Texas County of Hays**, identified below (the "County" or "Customer").

This Agreement consists of Licensing and Services, the Terms and Conditions which are incorporated and made a part of this Agreement. This Agreement supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of the Agreement. Capitalized terms used in this Agreement will have the meanings given to them in this Agreement. Any capitalized terms not defined in this Agreement will have their plain English (US) meanings. This Agreement may be changed or modified only by a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. This Agreement may be executed in one or more counterparts, duplicate originals, or facsimile versions, each of which will be deemed an original.

Duration: Agreement will begin on the Effective Date and continue until September 30, 2022.

## Contacts:

### **State of Texas County of Hays**

Hays County Judge  
111 E. San Antonio Street, Suite 300  
San Marcos, Texas 78666  
judge.becerra@co.hays.tx.us

### **GenCore Candeo, Ltd. Db a The Genesis Group**

5800 Eagles Nest Blvd  
Tyler TX, 75703  
Sales: Christi McDowell  
Christi.McDowell@genesisworld.com  
(O) 903-787-7417

### With Copy to:

Hays County Sheriff  
Attn: Jail Administrator  
1800 S. Stagecoach Trail  
San Marcos, Texas 78666  
(512) 393-7800

## 1) Services:

### a) Genesis shall provide the following:

- i) Genesis eBonds ("eBonds") - a secure, web-based system that integrates relevant jail data into an automated bail bond application which simplifies the entire paperless bond process for jail personnel and bail bond agencies from beginning to end.
- ii) eBonds use license at zero cost (\$0.00 US Dollars) to the County.
- iii) Collection of the County mandated bond fees, utilizing the County's credit card merchant account, which will deposit the collected fees into the designated County account.
- iv) Initial eBonds onboarding training of both County employees and bail bond agents/employees.
- v) On call support. Support is provided to both County and bail bond users.
  - (1) Critical Support is available 24/7.
  - (2) Training and use support are available during regular weekday business hours.
- vi) Maintain Criminal Justice Information Service (CJIS) standards for websites and data security. County data shall remain secure and held encrypted.

### b) County shall provide the following:

- i) County shall control access to eBonds for each County employee and approved bail bonds business. County shall also set security levels for each user of eBonds.
- ii) Maintain the Tyler Technologies, Odyssey API Interface.
- iii) Grant Genesis access to the Tyler Technologies, Odyssey API at zero cost (\$0.00 US Dollars) to either party.

- iv) Provide a PC (PC or VM) on the County premises that accesses the Tyler Technologies, Odyssey API with a static, publicly accessible IP address and give Genesis support either attended or unattended access. The PC shall be the County's responsibility to maintain and secure.
  - v) The County shall agree to use compatible electronic biometric USB signature pads for, at minimum, each jail terminal that will conduct book-out transactions on eBonds. Initial compatible electronic biometric signature pads shall be provided by Genesis; replacement signature pads will be provided upon request. (See Exhibit A)
  - vi) Required 100% of all bail bond transactions to be completed through Genesis eBonds. Not limited to but including, Surety, Personal Recognizance, Cash, and Attorney Bonds.
- 2) Bail Bonds License Agreement – For County reference only. Prior to the launch of eBonds, all approved bail bond businesses in the County shall sign an agreement of Genesis eBonds terms related to the use of eBonds. Each bail bond business shall agree to the following: 1) To process 100% of all bail bond transactions exclusively through Genesis eBonds. 2) To pay an Electronic Bond Capture Allowance (EBCA) Fee in the amount of Ten US Dollars (\$10) to Genesis for each completed Surety bail bond transaction posted through eBonds. (see below example) Each initial bail bond business to sign-in to eBonds will be required to agree to the terms within the website before use. New bail bond businesses that are approved by the county after the initial eBonds launch date, will only be required during their initial sign-in to eBonds to agree to the terms within the website before use.
- (For example, if an inmate has 3 charges and a bail bond company processes all 3 bonds for all three charges in the same eBonds transaction, they will be assessed one Ten US Dollar (\$10) EBCA fee. However, if the bail bond company processes 1 bond for 1 charge at 10am and processes the other two bonds for the remaining 2 charges at 2pm, they will be assessed two Ten US Dollar (\$10) EBCA fees, one for the 10am transaction and one for the 2pm transaction.)*
- 3) Definitions
- a) Genesis eBonds or eBonds is a secure, web-based system that integrates relevant jail data into an automated bail bond application which simplifies the entire paperless bond process for jail personnel and bail bond agencies from beginning to end.
  - b) Critical Support is defined by software/website not accessible or unable to perform the basic function of eBonds.
- 4) Term and Conditions
- a) **TERM.** This Agreement will begin on the Effective Date and continue until midnight on expiration date. Except to the extent (if any) otherwise provided in this Agreement, the term of this Agreement will be automatically renew for successive one-year periods (subject to the "Termination" sections below), on the same terms and conditions as in effect immediately prior to the then-current expiration period, unless either party gives the other notice of non-renewal at least sixty (60) days before the then-current expiration date.
  - b) **SERVICES.** This Agreement is a services agreement and is not intended to provide licenses or other rights in or to any software, hardware, technology or systems used by or on behalf of Genesis to provide the Services ("eBonds"). Subject to the terms of this Agreement, including, without limitation, Customer's payment of all applicable Fees, Genesis will provide access to the Services to Customer in accordance with the specifications for the Services. Upon request by Customer, Genesis may agree to provide additional services to Customer in connection with the Services.
  - c) **ACCESS AND SECURITY.** Customer may access the Services solely for Customer's own internal business purposes. Customer agrees to notify Genesis immediately of any actual or suspected unauthorized use of the Services. Customer may not sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer Customer's right to access the Services to any third party, beyond its contractual obligation to provide its services without permission of Genesis. Customer will use reasonable efforts to ensure the security and confidentiality of all passwords and other identifiers for use in accessing the Services. Customer will be responsible for all transactions and other activities conducted through the Services using any Identifiers



furnished to or generated by Customer, and any such transactions will be deemed to have been completed by Customer. Customer agrees to maintain a current list of all persons authorized to access and use the Services on behalf of Customer. In no event will Genesis be liable for the foregoing obligations or the failure by Customer to fulfill such obligations.

- d) **LIMITATIONS.** Subject to the terms of this Agreement, including, without limitation, Customer's payment of all applicable Fees, Customer may access and use the Services as set forth in this Agreement for Customer's own internal business purposes and the internal business purpose which it serves in the Location. Customer will not permit any third party to: (a) use the Services or System in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Services (b) use the Services to intimidate or harass any persons or entities; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or method of operation of the System or Services; (d) remove, bypass or circumvent any electronic protection measures on the System or Services; (e) remove, alter, or obscure any copyright or other proprietary rights notices included on the System or Services; or (f) upload to the Services, or otherwise provide to Genesis any code or device capable of or intended to interrupt, harm or damage the Services or the operation of the Services.
- e) **ADDITIONAL CUSTOMER OBLIGATIONS.** Customer will cooperate with Genesis and otherwise comply with all reasonable requests of Genesis for data, information, materials, and assistance to Genesis in the performance of the Services.
- f) **CONTENT.** Except for any data, information or other content ("Content") included on or made accessible through the Services by Genesis ("Genesis Content"), Customer will be solely responsible for all Content provided by or on behalf of Customer through the Services ("Customer Content"). Customer grants to Genesis all rights and licenses in and to such Content necessary for Genesis to provide the Services. Customer will not provide Content that: (a) is libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (b) infringes, misappropriates or otherwise violates any intellectual property rights or rights of publicity or privacy; (c) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate the Services, System or any data or information; (d) violates any law, rule or regulation, or suggests, encourages or intends to incite any conduct that is illegal in any way or that advocates illegal activity; or (e) is materially false, misleading or inaccurate. Genesis may take remedial action if Content violates this Section, however, Genesis has no obligation, and takes no responsibility, to review Content for accuracy or potential liability. Genesis's obligation will not extend beyond the term of this Agreement.
- g) **TERMINATION AND PENALTY.**
  - i) Either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within ten (10) business days after receiving written notice thereof from the non-breaching party. Upon expiration or termination of this Agreement for any reason: Genesis may cease all Services.
  - (1) **PENALTY:** a penalty will not be assessed if Customer acknowledges the unintentional stoppage and shows good faith to resolve the issue ASAP and before ten (10) business days of interruptions, however, if Customer does not cure such breaches of the Agreement Section 1.b and Genesis is not able to provide service, Customer shall pay Genesis the least of the below calculations.
    - (a) **Service Stopped:** from the date of service stopped. Calculation is Ten US Dollars (\$10) multiplied for each Surety bail bond processed during the ninety (90) days after the service was stopped. Or if lower cost,
    - (b) **Service Stopped:** from the date of service stopped. Calculation is Ten US Dollars (\$10) multiplied for each Surety bail bond processed until the expiration of the Agreement. Or if lower cost,
    - (c) **For interruption:** from the date of service stopped. Calculation is Ten US Dollars (\$10) multiplied for each Surety bail bond process until the service is restored.

- ii) The SITE OWNERSHIP, INDEMNIFICATION, LIMITATION OF LIABILITY, CONFIDENTIALITY, and ADDITIONAL TERMS sections of this Agreement will survive expiration or termination of this Agreement for any reason.
- iii) Either party may terminate this Agreement in the event the direct or indirect ownership or control of Genesis changes. Termination under this section will require sixty days' written notice of intent to terminate.
- h) SITE OWNERSHIP. Genesis will retain all right, title and interest in and to the Services, System and Genesis Content, any updates, upgrades, enhancements, modifications, improvements and translations thereto or thereof, and all worldwide intellectual property and proprietary rights therein and relating thereto, including, without limitation, all patents, copyrights, trade secrets, trademarks, service marks and any other intellectual property, proprietary, and sui generis rights ("IPR").
- i) INDEMNIFICATION. Customer will indemnify, defend, and hold harmless Genesis, and its subsidiaries, affiliates and subcontractors, and their owners, officers, directors, employees and agents (collectively, the "Genesis Indemnities") from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) use of the System and; (2) actual or alleged breach by Customer of any provision of this Agreement; (3) negligence or willful misconduct of Customer; or (4) damage to property or injury to or death of any person directly caused by Customer or Customer's use of the System. Genesis will provide Customer with notice of any such claim or allegation, and Genesis has the right to participate in the defense of any such claim at its expense. Genesis will indemnify, defend, and hold harmless Customer, and its subsidiaries, affiliates and subcontractors, and their owners, officers, directors, employees and agents (collectively, the "Customer Indemnities") from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) licensed use of the System and; (2) actual or alleged breach by Genesis of any provision of this Agreement; (3) negligence or willful misconduct of Genesis; or (4) damage to property or injury to or death of any person directly caused by Genesis or licensed use of the System. Customer will provide Genesis with notice of any such claim or allegation, and Customer has the right to participate in the defense of any such claim at its expense.
- j) CONFIDENTIALITY.
  - i) "Confidential Information" Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Recipient") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information that is marked or identified as confidential, or disclosed under circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information"). The Services and System, including without limitation any routines, subroutines, directories, tools, programs, or any other technology included therein, shall be considered Genesis's Confidential Information. The Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Recipient's duty hereunder. The Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
  - ii) "Exceptions" The Recipient's obligations under this Section with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was disclosed pursuant to and in compliance with the Texas Public Information Act; (b) was already known to the Recipient at the time of disclosure by the Disclosing Party; (c) was disclosed to the Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (d) is, or through no fault of the Recipient has become,

generally available to the public; or (e) was independently developed by the Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Recipient to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body; provided that the Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

k) **ADDITIONAL TERMS.**

- i) "Relationship" Genesis and Customer are acting solely as independent contractors, and neither party is an agent or partner of the other. Nothing in this Agreement will be deemed to constitute a partnership, joint venture, or employer/employee relationship between the parties. Neither party will hold itself out as having any authority to enter into any contract or create any obligation or liability on behalf of or binding upon the other party.
- ii) "Subcontractors" Customer acknowledges and agrees that some or all of Genesis's obligations hereunder will be provided by one or more third party service providers selected from time to time by Genesis.
- iii) "Notices" Communications and notices required or permitted under this Agreement will be deemed delivered when hand delivered to the receiving person, or when mailed, certified mail, return receipt requested, in first class U.S. mail, to the addresses specified on the initial page of this Agreement, or when faxed to the fax number or electronically transmitted to the Internet address specified, with hard copy mailed within 3 days thereafter in the manner set forth above. Any party may change its address for purposes of this notice provision by giving notice in the manner prescribed above.
- iv) "Force Majeure" Neither Genesis nor the Customer shall be liable under this Agreement for delays or failures in performance under this Agreement due in any way to any failure by the other party to perform its obligations under this Agreement in a timely manner or otherwise comply with the terms of this agreement or to causes beyond the parties' reasonable control, including, without limitation, labor disputes, acts of God, shortages, telecommunications failures or errors, actions or inactions of suppliers or service providers, fire, earthquake, flood, pandemic, or other similar events.
- v) "Governing Law and Venue" This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas without reference to its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought solely in a court of competent jurisdiction in the state courts in Hays County, Texas and/or the United States District Court for the Western District of Texas and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.
- vi) "Assignment" Genesis may assign or transfer this Agreement, provided that Genesis's successor agrees to assume all of Genesis's obligations and responsibilities under this Agreement and Customer permits, in writing, the assignment or transfer. Customer may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement (including any license granted hereunder), or delegate any of its duties under this Agreement, to any third party without Genesis's prior consent. Genesis consent to transfer will not be unreasonably nor arbitrarily delayed or withheld. Any attempted assignments or transfers by either party in violation of the foregoing will be null and void. This Agreement will be binding upon and will inure to the benefit of Genesis's and Customer's permitted successors and assigns.
- vii) "Waivers; Severability" All waivers must be in writing. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of the Agreement is unenforceable, such provision will be changed and

interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

5) Signatures

**State of Texas County of Hays**

**GenCore Candeo, Ltd. Dba The Genesis Group**

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

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

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

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

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

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

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

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



Genesis eBonds Licensing and Service Provider Agreement

Exhibit A

The County shall agree to use electronic biometric USB signature pads, specifically the Topaz TF-S463 or the Topaz TF-LBK464, for, at minimum, each jail terminal that will conduct book-out transactions on eBonds.

<https://topazsystems.com/products/specs/TFS463.pdf>

<https://www.topazsystems.com/products/specs/TFL464.pdf>

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease 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.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

December 7, 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

Summary to be provided in Executive Session.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Executive Session pursuant to 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 located on or near Stagecoach Trail in San Marcos, Texas and within Precinct 3. Possible discussion and/or action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

December 7, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

SHELL

N/A

#### SUMMARY

Summary to be provided in Executive Session.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and the Auditor's Office regarding the Emergency Rental Assistance Program and the employment and individual duties of all positions created in relation to the Program. Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	December 7, 2021	TBD

#### LINE ITEM NUMBER

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#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

#### SUMMARY

Information to be provided in Executive Session.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Phoenix, Project Dark Monday and Project Wild Strawberry. Possible discussion and/or action may follow in open Court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

December 7, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

M. Kennedy

#### SPONSOR

JONES

#### CO-SPONSOR

N/A

#### SUMMARY

Summary to be provided in Executive Session.