Commissioners Court February 15, 2022
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **15th day of February 2022**, 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	6-7	Adopt a Proclamation declaring the month of February 2022 as Career and Technical Education Month in Hays County. **JONES**
2	8-9	Adopt a proclamation recognizing February 21, 2022 as President George Washington Day. **INGALSBE**
3	10-11	Adopt a Proclamation recognizing the one year anniversary and achievements of the Council for the Indigenous and Tejano Community. **BECERRA**
4	12	Update by Director of Countywide Operations and Hays County Staff on the Emergency Rental Assistance Program (ERAP); possible discussion and/or action may follow. **BECERRA**
5	13-19	Presentation by GAP Strategies and acceptance of a report by the professional team charged with enhancing and incentivizing conservation and conservation design in Hays County; reviewing findings; and presenting recommendations to the Hays County Commissioners Court. **SHELL/SMITH**
6	20-35	Presentation by Connected Nations representative regarding the broadband mapping within Hays County. **BECERRA**

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.

7	36	Approve payments of County invoices. **VILLARREAL-ALONZO**
8	37	Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
9	38	Approve Commissioners Court Minutes of January 18, 2022 and February 1, 2022. **BECERRA/CARDENAS**
10	39	Approve the payment of the February 28, 2022 payroll disbursements in an amount not to exceed $4,200,000.00 effective February 28, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**
11	40-42	Authorize payment to FedEx Office for Emergency Rental Assistance Program printing in the amount of $646.24 in which no purchase order was issued as required per the Hays County Purchasing Policy. **INGALSBE/T.CRUMLEY**
12	43-51	Authorize the execution of an Interlocal Agreement for Use of City Fuel Tanks between Hays County and the City of Dripping Springs regarding the use of City owned fuel tanks by the County during times of emergencies. **SMITH/HOOD**
13	52-54	Authorize the Sheriff's Office to accept a donation of a K-9 valued at $20,000.00 from Deputy Constable John Friend of Guadalupe County and amend the budget accordingly. **INGALSBE/CUTLER**
14	55-56	Authorize the Sheriff's Office to accept a donation of $600.00 from My Emergency Room for the 2022 Jr. Deputy Academy and amend the budget accordingly. **INGALSBE/CUTLER**

15	57-58	Authorize the Sheriff's Office to accept a $500.00 donation from Denise Fonseca and amend the budget accordingly. **INGALSBE/CUTLER**
16	59	Approve out of state travel for Records Program Administrator Stephanie Robinson to attend the Tyler Connect Conference on May 15-19, 2022 in Indianapolis, Indiana. **INGALSBE/CUTLER**
17	60-63	Approve Utility Permits. **INGALSBE/BORCHERDING**
18	64-71	Authorize the County Judge to execute Installation Proposals with the Lower Colorado River Authority (LCRA) for P25 site additions and re-programming existing infrastructure as well as P25 700 mhz radio migration and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D). **BECERRA/MIKE JONES**
19	72-88	Authorize the submission of a Renewal Interlocal Application to the Department of State Health Services (DSHS) for the Tuberculosis Prevention and Control for FY2023 State Funds and accept the allocation of funds in the amount of $32,933.00. **INGALSBE/T.CRUMLEY**
20	89-101	Accept the 2021 Racial Profiling Report and the 2021 Annual Activity Report from Hays County Constable Office, Precinct 4. **SMITH/HOOD**
21	102-118	Accept the 2021 Racial Profiling Report and the 2021 Annual Activity Report from Hays County Constable Office, Precinct 3. **SHELL/MONTAGUE**
22	119-121	Authorize the County Judge to execute a Fourth Amendment to the Health Care Services Agreement with Wellpath, LLC for the Juvenile Detention Facility and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch 262.024(a)(4). **BECERRA/LITTLEJOHN**
23	122-124	Authorize the County Judge to execute a Ninth Amendment to the Health Care Services Agreement with Wellpath, LLC for the Jail Division at the Sheriff's Office and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch 262.024(a)(4). **BECERRA/CUTLER**
24	125-133	Ratify the submission of a grant application to the Office of the Governor, FY23 State Criminal Justice Planning Funds - Specialty Courts Program in the amount of $11,400.00. **SHELL/T.CRUMLEY**
25	134-147	Authorize the County Judge to execute the First Contract Amendment to a Professional Services Agreement between Hays County and Tania Glenn and Associates, PA executed on or about January 26, 2021. **INGALSBE/CUTLER**
26	148-153	Authorize the County Judge to execute a Public Water Line Easement agreement between Hays County and the City of San Marcos related to utilities located upon Hays County-owned property on Uhland Road in Precinct 1. **INGALSBE**
27	154-155	Authorize the Juvenile Probation Department to accept an additional $4,348.00 in grant funding from the Texas Juvenile Justice Department (TJJD) State Aid Grant and amend the budget accordingly. **BECERRA/DAY**
28	156	Authorize payment to Card Service Center in the amount of $90.67 for accrued fees related to lost payments not applied to credit card accounts. **INGALSBE/VILLARREAL-ALONZO**
29	157-162	Authorize the purchase of professional services for the Development Services Department relating to the installation and configuration of Esri ArcGIS software and amend the budget accordingly. **BECERRA/PACHECO**
30	163-217	Authorize the County Judge to execute a Contract Amendment with Waste Connections Lone Star, Inc. pursuant to IFB 2021-B12 Countywide Dumpsters. **BECERRA/T.CRUMLEY**
31	218-222	Approve submittal of Project Information Form (PIF) to Texas Water Development Board (TWDB) for a drinking water well and appurtenant infrastructure outside of the Jacob's Well Groundwater Management Zone. **SHELL**
32	223	Approve an amendment to the Hays County Purchasing Policy, Sections 4.5 and 4.14 related to Federal or State funded grants. **INGALSBE/VILLARREAL-ALONZO**

ACTION ITEMS

ROADS

33	224-225	Discussion and possible action to hold a public hearing to establish a 3-way stop location on Purgatory Road at the intersection with Hugo Road. **SHELL/BORCHERDING**
34	226-269	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and LJA Engineering, Inc. to provide right-of-way acquisition services for the RM 150 West Alignment Project in Precinct 3. **SHELL/BORCHERDING**
35	270-276	Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 2 in the amount of $7,381.25 to the Professional Services Agreement between Hays County and Frank Surveying Company, Inc., DBA FSC, Inc. for the US 290 West at Henly Loop and Martin Road project in Precinct 3, as part of the 2016 Road Bond Program utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SHELL/BORCHERDING**

36	277	Discussion and possible action to approve the selection of BGE, Inc. to perform Construction Engineering and Inspection (CE&I) services for the Darden Hill at Sawyer Ranch Roundabout project in Precinct 4; and to authorize staff and counsel to negotiate a Work Authorization under their On-Call CE&I contract. **SMITH/BORCHERDING**
37	278-321	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Halff Associates, Inc. to provide right-of-way acquisition services for the Low Water Crossing Improvements at Sycamore Creek in Precinct 3 and Bear Creek in Precinct 4. **SMITH/SHELL/BORCHERDING**
38	322-331	Discussion and possible action to accept fiscal surety for the street and drainage improvements in the amount of $1,225,525.13 for Sunset Oaks, Section 4, Phase 2A Subdivision (Bond No. 30142526). **INGALSBE/BORCHERDING**

SUBDIVISIONS

39	332-335	PLN-1658-PC; Hold a Public Hearing to discuss final action regarding the Booky T Subdivision, Lot 1, Replat. **SHELL/MACHACEK**
40	336-339	PLN-1876-NP; Discussion and possible action to approve the final plat for 2JS Ranch Subdivision. **SHELL/MACHACEK**
41	340-347	PLN-1758-NP - Moon Ridge Subdivision (10 Lots). Discussion and possible action to approve the final plat; accept Performance Bond No. 5313742 for street and drainage improvements in the amount of $283,485.30. **SHELL/MACHACEK**
42	348-351	PLN-1787-PC; Hold a Public Hearing to discuss approval of the final plat of the Rolling Oaks, Section 4, Lot 55, Replat. **SHELL/MACHACEK**
43	352-425	Discussion and possible action to authorize the County Judge to execute a Phasing Agreement between Hays County and LL Ranch Investments, L.P. for the Double L Ranch Subdivision located off of Ranch Road 12 in Precinct 4. **SMITH/PACHECO**

MISCELLANEOUS

44	426-430	Discussion and possible action to authorize the County Judge to execute a Memorandum of Understanding between Hays County and the City of San Marcos related to a funding application to the Texas Water Development Board for drainage improvements in the Briarwood/River Ridge area. **SHELL/BORCHERDING**
45	431-437	Discussion and possible action to authorize the County Judge to execute a Proposal between Hays County and Axon Enterprise, Inc. related to the Law Enforcement In-Car Camera System and Body Worn Camera-Taser Program for the Sheriff Office. **INGALSBE/CUTLER**
46	438-439	Discussion and possible action to pre-qualify the respondents related to RFQ 2021-Q01 Professional Engineering Services to further develop a pool of qualified firms to utilize on an as needed basis for projects throughout Hays County, and to be reviewed/reopened on an annual basis. **SHELL**
47	440-446	Discussion and possible action to execute a Participation Agreement between Hays County and Choice Partners Cooperative related to participating in Food/Cafeteria Related Contracts with Choice Partners Cooperative for the 2022-2023 school year. **INGALSBE**
48	447	Discussion and possible action to award contract for RFP 2022-P02 Animal Shelter and Animal Services Feasibility Study to Team Shelter USA; and authorize staff and General Counsel to negotiate a contract. **SHELL/INGALSBE**
49	448	Discussion and possible action to authorize the Sheriff's Office to add two (2) new Records Management Officers (Grade 110) effective 3/1/2022. **SMITH/CUTLER**
50	449-457	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Kyle regarding the City of Kyle Tax Increment Reinvestment Zone No.3 (TIRZ 3); and authorize staff to deliver the executed contract contingent upon creation and adoption of TIRZ 3 by the City of Kyle. **SHELL**
51	458	Discussion and possible action to award contract for RFP 2022-P01 Hays County Property - Civic Center & Clovis Barker Road to Casey Development, LTD; and authorize staff and General Counsel to negotiate a contract. **INGALSBE**
52	459	Discussion and possible action to award the contract for RFP 2021-P07 Program Management - ARPA Funds; and authorize staff and General Counsel to negotiate a contract. **SMITH**
53	460-467	Discussion and possible action to authorize the County Judge to execute two Contract Amendments with Tyler Technologies, Inc. related to a Hays County Financial Transparency Portal. **INGALSBE/VILLARREAL-ALONZO**
54	468-469	Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to Low Water Crossing Early Warning System repairs for the Elder Hill Rad site; authorize a discretionary exemption pursuant to Local Government Code, Ch. 262.024(a)(7)(D) and amend the budget accordingly. **SMITH/MIKE JONES**

55	470-471	Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to Low Water Crossing Early Warning System repairs for the Chaparral Road site; authorize a discretionary exemption pursuant to Local Government Code, Ch. 262.024(a)(7)(D) and amend the budget accordingly. **JONES/MIKE JONES**
56	472-476	Discussion and possible action to authorize the execution of a Memorandum of Understanding between the Hays County Veteran's Treatment Court and Lyndsay Brooks, PsyD, PLLC related to psychological evaluations and treatment programs for veterans. **INGALSBE/CHRIS JOHNSON**
57	477-483	Discussion and possible action to execute a Proposals with Axon Enterprise, Inc. related to the Law Enforcement In-Car Camera System and Body Worn Camera-Taser Program for the Constable 3 Office. **SHELL/MONTAGUE**
58	484-487	Discussion and possible action regarding the creation of the Hays County Sexual Assault Response Team (SART) pursuant to Section 351.252 of the Texas Government Code. **SMITH**
59	488	Discussion and possible action to award contract for RFP 2022-P06 Emergency Rental Assistance Program - Program Manager to Ardurra Group, Inc.; authorize staff and General Counsel to negotiate a contract; and to authorize execution of a standard Professional Services Agreement once negotiated and approved. **INGALSBE/SMITH**

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.

60	489	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 712 Stagecoach Trail, San Marcos in Pct.3. Possible discussion and/or action may follow in open court. **SHELL**
61	490	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. **INGALSBE**
62	491	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire approximately 40.15 acres in fee simple from property located at 1401 Yarrington Road, owned by FM 158 Land, Ltd., a Texas limited partnership, and which is required for the construction of the proposed FM 110 North roadway improvements, and take other appropriate action. Possible discussion and/or action may follow in open court. **INGALSBE**
63	492	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 Yellow Stone. Possible discussion and/or action may follow in open Court. **BECERRA**

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.

64	Discussion and possible action related to the burn ban. **BECERRA**
65	Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
66	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **INGALSBE/CUTLER**
67	Discussion and possible action regarding Hays County's use of federal or other grant funding related to COVID-19 response including but not limited to the American Rescue Plan Act (ARPA) and the Emergency Rental Assistance Program (ERAP). **BECERRA**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 11th day of January, 2022

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 the month of February 2022 as Career and Technical Education Month in Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	February 15, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

(see attachment)

PROCLAMATION RECOGNIZING FEBRUARY 2022
AS CAREER AND TECHNICAL EDUCATION MONTH

WHEREAS, Career and Technical Education (CTE) Month is taking place during the month of February to honor students who have chosen to pursue career and technical education as a means of acquiring real-world skills to compete in the workforce; and

WHEREAS, Around 1.5 million Texas secondary students are enrolled in one or more Career and Technical Education (CTE) courses in 1,200 school districts throughout the state, and over 6,550 Hays CISD students are enrolled in CTE courses, which encompass a variety of occupational fields, including agriculture, education and training, computer science, and health care; and

WHEREAS, In addition to gaining specific career-related knowledge, participants in CTE programs learn such essential skills as time management, problem solving, and critical thinking, which better prepare them for the challenges and opportunities of the workplace; these programs motivate and engage students by providing hands-on activities in which they can further their expertise and interact with community members, potential employers, and students and teachers who share their vocational interests; and

WHEREAS, Career and Technical Education is offering a path to success in the 21st century economy while helping to address the urgent need for skilled labor in high-demand industries, and it is enabling numerous Texans to secure gainful employment and lead productive, fulfilling lives.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby recognize February 2022 as:

Career and Technical Education Month

and extend sincere best wishes to all the talented young students who have chosen Career and Technical Education as a way to achieve their long-term professional goals.

ADOPTED THIS THE 15th DAY OF FEBRUARY 2022

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

Adopt a proclamation recognizing February 21, 2022 as President George Washington Day.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	February 15, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Joe Cox	INGALSBE	N/A

SUMMARY

Please refer to attached proclamation.

PROCLAMATION RECOGNIZING FEBRUARY 21, 2022
AS PRESIDENT GEORGE WASHINGTON DAY

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, the United States of America was established following the War of Revolution from 1776 to 1783, a war won through the brilliant and courageous leadership of George Washington, revered Father of our Nation; and

WHEREAS, George Washington, who lived from 1732 to 1799, mobilized the Continental Army and led the American colonies against the most powerful country in the world, finally defeating the British at the famous battle of Yorktown, Virginia; and

WHEREAS, this revered founder of our nation resisted the efforts of many supporters to make him a king or dictator, instead using his influence and power to support the creation and adoption of the Constitution of the United States; and

WHEREAS, George Washington was elected as the first President of the United States, serving two terms of office from 1789 to 1797, and through his devotion, wisdom, and vision, became the exemplar of distinguished leadership for all future presidents; and

WHEREAS, the William Hightower Chapter of the Sons of the American Revolution (and the local DAR chapter if a co-sponsor) wishes (or wish) to encourage all citizens to recognize the epochal contributions of George Washington to our nation by celebrating his birth on Tuesday, February 15, 2022.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim February 21, 2022, as:

PRESIDENT GEORGE WASHINGTON DAY

And call upon all citizens to recognize and honor the brilliance, courage, and vision of the Father of our Nation and the relevance of his life to the preservation of our democracy in today's complex world.

ADOPTED THIS THE 15th DAY OF FEBRUARY 2022

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

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AGENDA ITEM

Adopt a Proclamation recognizing the one year anniversary and achievements of the Council for the Indigenous and Tejano Community.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

See attached proclamation.

PROCLAMATION RECOGNIZING THE ONE YEAR ANNIVERSARY OF THE COUNCIL FOR THE INDIGENOUS AND TEJANO COMMUNITY

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, the area surrounding the headwaters of the San Marcos River is acknowledged by archeologists as the longest, continuously inhabited site in North America for over 14,000 years and has been the homeland of many Indigenous communities including the Coahuiltecan people who were the original Native Americans in this area; and

WHEREAS, on January 2, 2021 in response to a community desire to address a multitude of Untold and Undertold Indigenous and Tejano stories, Hays County Judge Ruben Becerra created what would be known as the Council for the Indigenous and Tejano Community; and

WHEREAS, with respect to the belief of Seven Generations, Judge Becerra asked six leaders of the Indigenous and Tejano community to join him to form the Council, including Gina Alba-Rogers, Irma Gaitan, Frank Arredondo, Bobbie Garza-Hernandez, Maria Rocha and Anita Collins; and

WHEREAS, the mission of the Council is to preserve the history, traditions, and rich culture of the Indigenous and Tejano community of Hays County which is accomplished through historical markers, conducting oral histories, art and culture while working closely with the distinguished Indigenous Cultures Institute; and

WHEREAS, In the past year, the Council has been instrumental in bringing the history of Indigenous and Tejano people to the forefront of the community in the form of historical narratives, proclamations, murals, naming of government buildings; and

WHEREAS, on February 3, 2022 the Texas Historical Commission awarded The Council one of its highest honors, an Undertold Historical Marker for the untold story of *Vaqueros, Ranch Hands and Stock* Raisers, highlighting the contribution of the Indigenous, Mexican, and African American ranch hands whose lives provided the sweat equity to build the successful ranches in Hays County;

WHEREAS, the successes of the Council for the Indigenous and Tejano Community creates newfound pride and reflection on the legacy of our own Indigenous and Tejano people who have influenced Hays County history;

NOW, THEREFORE, BE IT RESOLVED, that the Hays County Commissioners Court celebrates the successful **FIRST ANNIVERSARY of the COUNCIL FOR THE INDIGENOUS & TEJANO COMMUNITY** and invite everyone to tell their story.

ADOPTED THIS THE 15TH DAY OF FEBRUARY 2022

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

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AGENDA ITEM

Update by Director of Countywide Operations and Hays County Staff on the Emergency Rental Assistance Program (ERAP); possible discussion and/or action may follow.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	February 15, 2022	

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

Additional 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

Presentation by GAP Strategies and acceptance of a report by the professional team charged with enhancing and incentivizing conservation and conservation design in Hays County; reviewing findings; and presenting recommendations to the Hays County Commissioners Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	SMITH

SUMMARY

A subcommittee of the Commissioners Court, along with County staff, has been working with an interdisciplinary team of professionals to review existing county development regulations, conservation design efforts across the nation, and the potential for exercising leadership at the County level to promote more innovative – and more frequent – conservation design approaches to development in Hays County. The professional team will report on findings and recommendations, as well as stakeholder feedback from County residents, and will outline specific steps the County can take immediately to meet its goals of preserving the character and natural resources of Hays County for future generations. The final report runs approximately xxx hundred pages. The presentation will offer summaries and specific action steps.

No action is proposed at this meeting beyond acceptance of the report. The Court may wish to follow up with specific actions as recommended in the report.

HAYS COUNTY CONSERVATION DEVELOPMENT GUIDELINES: A SUSTAINABLE FUTURE

Tuesday, February 15, 2022

Executive Summary

As Hays County gains new people, doubling its population every 20 years, it risks losing the very things that have made it one of the most attractive destinations in the country: its natural beauty, its economic vitality, its historic character. Time and again across the state, and across the United States, rapid suburban growth has overwhelmed the natural resources and local infrastructure of communities in its path.

There is another way.

Select communities across the country have implemented innovative regulations to promote the preservation of natural resources and native landscapes through "conservation design." While still outside the norm in Texas, especially among Texas counties, conservation design regulations have proved an effective tool for growth management in many places across the United States and around the world. Conservation design presents a number of benefits – to local communities, local governments, and to builders.

In recognition of this, Hays County has for several years offered a conservation design option as an alternative to the traditional development path. Even so, conservation design has remained rare in the county. As of the end of 2021, no developer had used the specific, discretionary option for conservation design in the County's current rules to present a subdivision plan to Hays County regulators.

Why? Is it that conservation design won't work in Hays County's unincorporated areas – where the County exerts primary jurisdiction – or are there other factors at play: market expectations, financing challenges, regulatory hurdles?

To find the answers, and to explore substantive alternatives, the Hays County Commissioners Court issued a competitive Request for Proposals in late 2019, searching for multi-disciplinary professional teams to help the County take a fresh look at ways to plan a better development future for the County, specifically focusing on the potential for a more robust and enticing conservation design program. In the spring of 2020, the County selected a team led by Gap Strategies to lead the project.

The County Commissioners Court, and county staff, have long been sensitive to the disruptions — financial, social, and environmental — caused by rapid population growth and urbanization. It has now been 50 years since significant suburban growth began to spill into the county from neighboring urban cores in Austin and San Antonio. At first, the County's initial response was limited, due in part to restrictions by the state legislature. But for nearly three decades now, Hays County has been among the forefront of Texas counties in addressing long-term growth through planning and innovative development rules.

In the 1990s, the County joined in fighting the Elgin Bank decision, a district court case in Travis County that opened additional loopholes for substandard development across the state. In response to the Elgin Bank case, the County helped lead efforts to change outdated state legislation, and produced what the Texas Association of Counties referred to as a model set of development regulations, tightening standards and fostering innovations such as rainwater collection and cluster development. In the 2000s, the County was active in water quality protection and open space preservation, further strengthening its environmental and subdivision rules while maintaining a rapid pace of growth.

In recent years, Hays County leaders have led with context-sensitive-design on major roadway projects in ecologically sensitive areas, fostered record parks and open space bond projects, and partnered with both cities and other regional entities to address the challenges brought by continued rapid development. Despite concern years ago that such effort might inhibit economic growth, the County has continued to grow at a pace matched by few other places. The County has grown from a population of 65,614 in 1990 to an estimated population of 245,161 in 2021. The Capital Area Metropolitan Planning Organization (CAMPO) projects a population of 633,000 in 2045. In the last decade, census figures indicate Hays County was the fastest growing county in the United States in percentage increase, among counties with at least 100,000 population. Assessed Value in the County has grown at an even faster pace, indicating the market was receptive to the County's focus on environmental stewardship and innovative development regulation. While population increased approximately 56 percent from 2010 to 2021, assessed property value in the county grew by about 267 percent, from $10.8 billion to a preliminary assessed value of 39.6 billion in 2021.

If Hays County's population is to become 633,000 by 2045, as projected, that means the County will add a group of people the size of San Marcos, the county seat, every five years, posing difficult challenges for crowded roads, for natural resources, and for quality of life among existing residents. Finding innovative ways to address these challenges, finding ways to turn them into opportunity, is the underlying purpose of this project.

Dubbed, Conservation Horizons, A Sustainable Future, the project has been overseen by the County's Natural Resources Coordinator, Alexandra Thompson, the Director of Development Services within the Environmental Health Department, (first Caitlyn Strickland, then Marcus Pacheco); and Mark Kennedy, the general counsel for the Commissioners Court. From the Court, a subcommittee of Precinct 3 Commissioner Lon Shell and Precinct 4 Commissioner Walt Smith provided leadership and oversight. The professional team consisted of Gap Strategies, a community planning and public engagement firm that practices across the state and is located in Hays County; The Siglo Group, experts in geospatial data analysis, and natural resource planning; Doucet & Associates, a civil engineering firm with expertise in infrastructure, water, and land development; SWCA, an environmental and habitat planning firm with deep experience in Hays County; TBG, a landscape architecture firm with a wide array of private development clients and key members steeped in urban design and conservation

design; DPFG, a consulting firm dedicated to innovative finance solutions for governments, landowners, and private developers; and Randall Arendt, a Senior Conservation Advisor at the Natural Lands Trust, Fellow of the Royal Town Planning Institute in London, and the author of several seminal books on conservation design, including *Conservation Design for Subdivisions*, *Growing Greener: Putting Conservation Into Local Plans And Ordinances*, and *Rural By Design*. Jeff Barton, AICP, a founding partner in Gap Strategies, served as project manager.

Work on the project commenced in the early summer of 2020, amid the COVID-19 pandemic. Over the next year and a half, the planning team:

- Reviewed existing subdivision and development regulations in Hays County, including Chapter 365, the existing alternative development rules
  Analyzed and mapped growth trends, land use patterns, and environmentally sensitive areas within the county
- Produced a report on the effectiveness of conservation design trends in other areas, both inside Texas and out, focusing on what worked and what didn't
  Identified groups and organizations inside the county and within the region that might have special interest or expertise on development, land ownership, and conservation design – ranging from environmental organizations to city leaders, engineers, developers and builders – and surveyed them on attitudes, alternatives, and opportunities
- Sponsored a seminar on conservation development for local stakeholders and the public
- Prepared initial technical and administrative recommendations
  Conducted a "real world" design charrette, or workshop, using planners, engineers, landscape architects, regulators, and financiers to apply conceptual recommendations to two actual tracts of developable land – one west of I-35 in the Hill Country, and one east of I-35 in the Blackland Prairie
- Refined recommendations and technical analysis based on public comments and the design workshop
- Developed a final set of recommendations, including proposed incentives to make conservation design more accessible in the County, and a set of criteria to qualify for incentives

The results of this work are presented in detail in this report. The analysis and recommendations presented in the report are based on several key findings:

1. **NEW CONSERVATION RULES ARE NEEDED.** The current conservation development regulations, embodied in Chapter 365 of the County's development rules, are designed to allow and promote alternative development strategies such as conservation design. But these regulations are not working as intended because landowners and developers do not feel they have meaningful incentives to learn new techniques, overcome hurdles in traditional finance, and to risk going outside traditional market approaches to develop innovative conservation

projects in the County.

2. **YES, IT WILL WORK**. Conservation design is feasible in Hays County.

3. **APPROPRIATE ACROSS COUNTY BUT TAILORED OPTIONS NEEDED**. The concept can work both on the prairie east of Interstate 35 and in the Hill Country to the west, but because of different geologic, infrastructure, and market conditions across the County, and because of the different size and types of developments (including re-subdivisions of smaller tracts) occurring in the County, Hays County should consider creating two tiers of regulation (and incentives). The first, addressed in detail in this report, might be considered true conservation design; and the second, which might be called context sensitive development or greenway development, would be a "light green" type of development, more conservation oriented than traditional development but short of the standards proposed here for full-on conservation design.

4. **MARKET IS READY.** There is strong interest among stakeholder groups for meaningful options to address conservation design. New guidelines and an active education effort would likely result in immediate experimentation with the concept in the private market.

5. **A BROAD CROSS SECTION OF PUBLIC WOULD BENEFIT**. Conservation design incentives, and related refinements and innovations to existing Hays County rules, would benefit a wide variety of Hays County residents and future residents: taxpayers, homebuyers seeking more choice, home builders, landowners, conservationists and environmental activists. This effort can benefit water quality, drinking water availability, flood control efforts, and endangered species, helping preserve the County's natural character while reducing infrastructure costs, impervious cover, heat island effects, and on-going infrastructure maintenance.

6. **WE RECOMMEND USING DEVELOPMENT AGREEMENTS TO IMPLEMENT THESE PROPOSALS.** Across the country, a variety of tools and regulatory strategies are used to support conservation design. To minimize the cost to taxpayers, allow for site-specific flexibility, and in keeping with the County's lean approach to staffing, we recommend the use of development agreements to implement the County's new conservation design policies. Such agreements are authorized under Chapter 381 of the Texas Local Government Code; Hays County staff are already adept at negotiating and administering such "381" agreements.

In the following chapters, the planning team presents in further detail the key principles and specific proposals to make conservation design and related alternatives work in -- and for -- Hays County. This includes the principle that conservation design should be an option, not a mandate (a mandate would not only alienate some builders and buyers but might well run afoul of state law). In other words, while conservation design is a highly useful tool to foster more diversity and choice in the marketplace, providing

substantial public benefit, it should not be the only option. Appropriately, the County plans to continue permitting traditional developments, provided developers meet the County's standards and state law. By establishing new, innovative rules for conservation development as an opt-in alternative, driven by an incentive-based approach, the County may catalyze more innovative development. Indeed, we believe it will. But the ultimate choice for how to develop will be left to landowners, builders, and homebuyers -- in other words, to individuals and a free market.

The goals-section of this report groups public policy goals for conservation development into nine focus areas, each with its own criteria and specifications, creating a menu of options from which developers may custom-build a conservation design to meet the County's vision. Matched with these goals is a matrix with three tiers of incentives. The more policy goals that are met -- and the higher the standard at which they are met -- the more valuable the incentives that the County will consider.

Finally, as noted above, the planning team for the project recommends that the County use tailored, property-specific development agreements to implement this concept, and to make conservation development an integral part of the regulatory framework of Hays County. This should allow the County to negotiate with potential conservation design developers within an established, public framework, while leaving room to weigh site-specific circumstances and considerations. In the 173rd year since the County's founding, conservation design and related policies can and should be vital tools to help Hays County prepare to meet the ongoing challenges of rapid growth while protecting the quality of life that is drawing so many people to choose Central Texas as their home.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Presentation by Connected Nations representative regarding the broadband mapping within Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

Connect Nations representative, Pam Waggoner, the Broadband Solutions Manager, will present an overview of the broadband mapping study that is being conducted for Hays County.

Connected Nation Texas

Hays County Commissioners Court
Presentation

St. David's Foundation
February 1, 2022

Pam Waggoner
Broadband Solutions Manager, Connected Nation Texas

Scope of Work

SCOPE OF WORK

St. David's Foundation has entered into a contract with Connected Nation, Inc. to conduct a Connected community engagement (Connected).

The Connected community engagement program is designed to provide targeted data collection and analysis to examine issues of broadband and technology **access, adoption, and used**.

What is Broadband?

Broadband Defined

Broadband:

- **Broadband:** high-speed internet access that is always on and faster than traditional dial-up access.

- Two Types of Service:

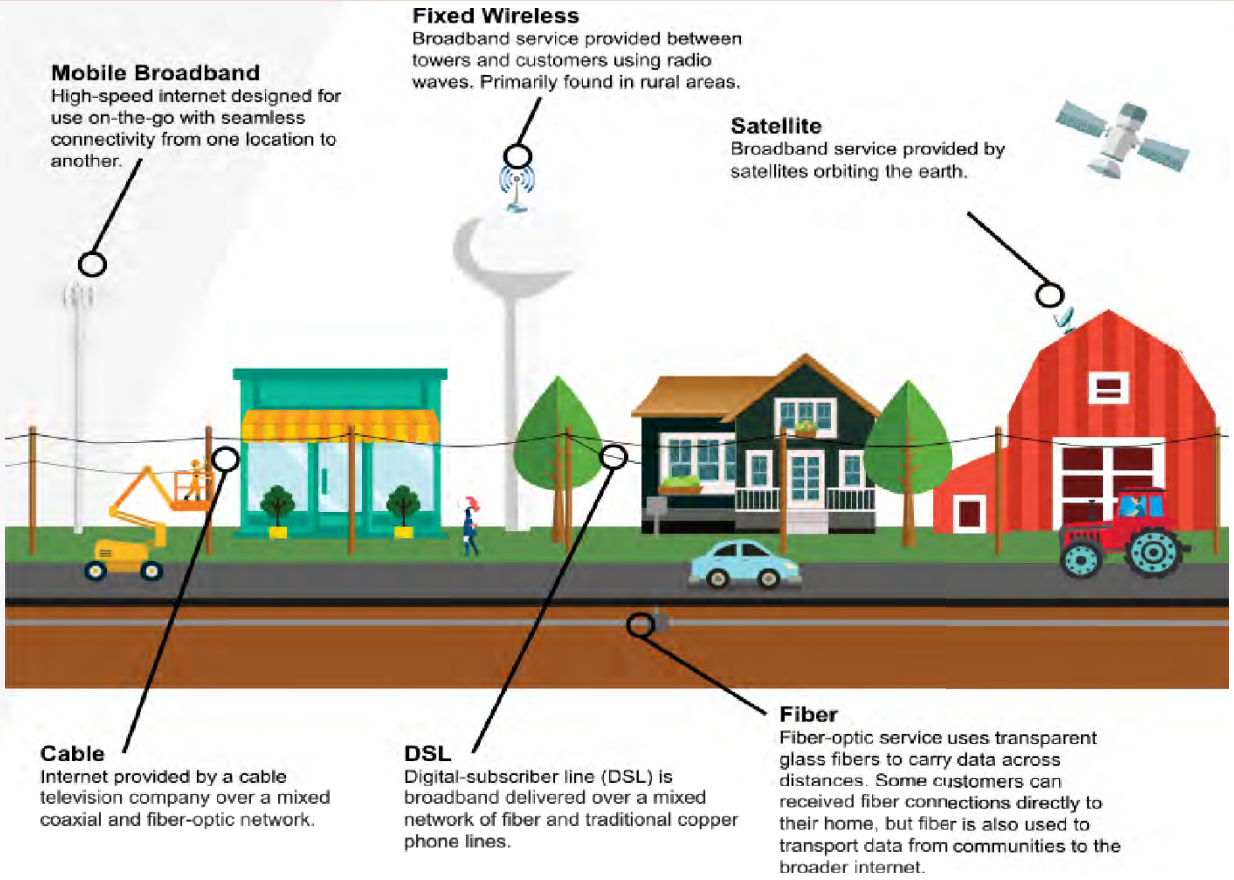
  - Fixed, terrestrial broadband;
    - Service designed for permanent, stationary use at a home, business, or institution
    - Includes cable, fiber, fixed wireless, T1, and DSL.
    - Excludes mobile broadband and non-terrestrial services (satellite)

  - Mobile broadband;
    - Wireless internet service designed for continuous use on a portable device with seamless connectivity from one geographic location to the next.

- Fixed and mobile services are treated as equally important but have different frameworks, funding, business models, capabilities, etc.

- With the introduction of new Low Earth Orbit technologies, satellite is becoming a viable broadband solution particularly for areas where there is no other service or in truly rural locations. Newer technologies overcome many of the shortfalls of previous satellite broadband technologies and provide comparable speeds and latency to other networks.

Broadband Technology



Core Components of Connectivity

Access

The physical connection to high-speed infrastructure

Adoption

Recognizing the value of broadband and subscribing either at home, work, or via public institutions

Use

Skills and applications to leverage technology to improve quality of life and community/economic development

Supply

Demand

Check out Hays County or your residence on our county and interactive maps at https://connectednation.org/texas/mapping-analysis/

Texas residents are encouraged to provide feedback on their broadband connectivity using this link.

However, this link should be considered additional feedback to the more comprehensive county-wide survey. https://connectednation.org/texas/feedback

Connected Engagement

Community Assessments and Planning

A community engagement framework for facilitating the expansion of technology access, adoption, and use in a local or regional context.

ENGAGE
- Multi-sector community broadband planning team
- Broadband Solutions Managers

ASSESS
- Identify local assets and current projects
- Assess local broadband access, adoption, and use

PLAN
- Collaborate to develop a technology action plan
- Prioritize action items

PROMOTE
- Build awareness locally via events & media
- Implement priority projects

Community Champion(s)

- The team needs strong local leadership, a task that should not be placed on only one person, although in smaller communities, a single champion may be the only one available.
- Teams with two to four co-leaders tend to work best, particularly in large communities.
- Team leaders are responsible for: identifying and recruiting other team members; coordinating, scheduling, and facilitating team meetings; soliciting additional community involvement for planning and implementation; and collaborating with Connected staff.
- One of the co-leaders should be an elected representative of the primary governing body within the community, (e.g., for a county, a county commissioner; for a city, a member of the city council).
- These leaders can often solicit participation and cooperation from other organizations in the community or from regional or state entities, as needed.

Community Broadband Team

- The Connected program brings together nearly every sector of a community, as well as its residents and businesses to examine and address broadband technology issues along the spectrum of access, adoption, and use.
- Given the comprehensive impact of broadband in a community, the Connected team, assessment, and plan need to be as equally diverse.
- The Connected assessment requires a thorough and far-reaching distribution of several survey instruments designed to collect pertinent information about technology in the community.
- The Connected team should be established with a diverse group of individuals to match the task at hand and best represent key broadband and technology users in the community. Team members should have a desire for community improvement, a passion for technology, local knowledge and context, and be a leader and influencer within the community

Community Broadband Team

The following is a list of stakeholder groups that should be represented on a Connected team. The list is not exhaustive, but provides a general guide.

- Broadband providers
- Chamber of Commerce and/or Visitor Bureau
- Community development planners
- County government (elected and/or staff)
- Economic development corporations
- Emergency management
- Higher education institutions
- K-12 education
- Key business leaders
- Libraries
- Local Farm Bureau and/or university extension staff
- Local government officials and/or staff from municipalities in the community
- Hospital, healthcare facilities, and health department
- Local non-profits and foundations (particularly those using, offering, or centered on technology)
- Local technology and marketing professionals (e.g., web developers, computer repair, etc.)
- Media outlets
- Public safety or 911 directors or staff
- Regional development council or commission
- Senior centers, commission on aging, or similar

Champions and Team Leaders

We need champions and team leaders for:

- Businesses
- Agriculture
- K-12
- Higher Education
- Public Safety
- Health industry
- Government
- Libraries & Organizations
- Households

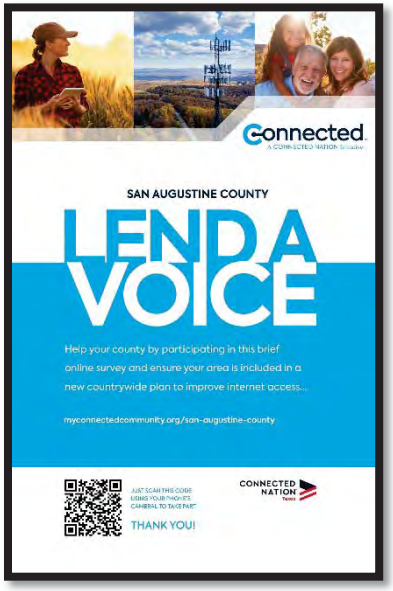
We will reach back out to you with more information and support on how to make this engagement a success.

Connected Community Kit

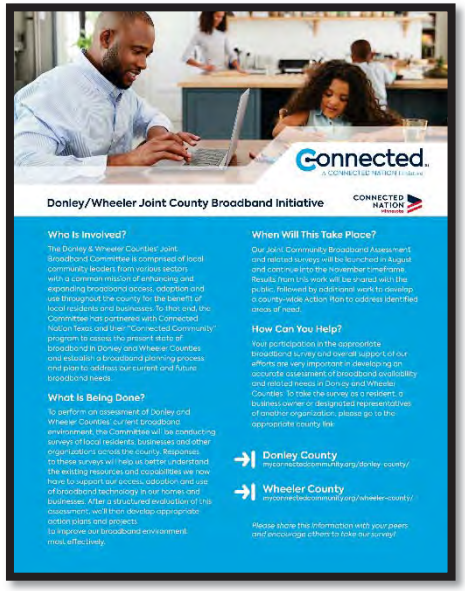
Marketing Materials

- Photo Selection (community can choose up to three photos or provide their own)

Survey Cards (Business Card)



Poster (11x14)



One-Pager (8.5x11)

Connected Community Kit

Marketing Materials

Invitation for Kickoff Event

Postcard

Questions?

Pam Waggoner
Broadband Solutions Manager
Connected Nation Texas
pwaggoner@connectednation.org
936-276-0007

CONNECTED NATION℠

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	VILLARREAL-ALONZO	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	VILLARREAL-ALONZO	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioners Court Minutes of January 18, 2022 and February 1, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

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 February 28, 2022 payroll disbursements in an amount not to exceed $4,200,000.00 effective February 28, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	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 January end of month payroll disbursements not to exceed $4,200,000.00.

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

Authorize payment to FedEx Office for Emergency Rental Assistance Program printing in the amount of $646.24 in which no purchase order was issued as required per the Hays County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	$646.24

LINE ITEM NUMBER

010-763-99-150.5461

AUDITOR USE ONLY

AUDITOR COMMENTS:
Invoices total $596.24 + $50 late fee

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

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

SUMMARY

Flyers and business cards were printed at the FedEx Office for the Emergency Rental Assistance Program and a purchase order was not obtained as required per Hays County purchasing policy.

Attachment:
FedEx Office Invoices

FedEx Office

INVOICE

BILL TO		
HAYS COUNTY 712 S STAGECOACH TRL STE S 1071 SAN MARCOS, TX 78666-5999 USA	**Invoice Number** Account Number Authorized User Name Authorized User Number Invoice Date Payment Terms Order GTN	**440100010115** 0704378157 HAYS COUNTY 0000 11/13/21 Net 30

SIGNEE NAME	SIGNEE PHONE	P.O./REFERENCE
Wesley Matthews	512.618.6060	EURA

#	Item Description	Unit List Price	Unit Discount	Adjusted Unit Amount	Item Quantity	Net Amount
1	FS Color D/S 8.5x11 & 8.5x14	1.44	0.4479	0.992	500	496.05
2	Cutting per Cut	1.75	0.5450	1.205	2	2.41
3	Cutting Setup	1.49	0.4600	1.030	1	1.03

TOTAL DISCOUNT *$225.50*

SUBTOTAL	**$499.49**	
TAX	**$0.00**	
TOTAL DUE	**$499.49**	**USD**

648388 (PC0)

FEDEX OFFICE LOCATION	PLEASE REMIT TO
San Marcos TX 303 N Edward Gary St San Marcos, TX 78666 512.726.2362	FEDEX OFFICE CUSTOMER ADMINISTRATIVE SERVICES P.O. BOX 672085 DALLAS, TX 75267-2085

For billing questions please call 1.800.488.3705
Or email cas.webmaster@fedex.com.

Pay online at fedex.com/officebillingonline

FedEx Office requires notification of a billing error or dispute within 60 days of the invoice date

Electronically reproduced copy of original

FedEx Office

INVOICE

BILL TO		
HAYS COUNTY 712 S STAGECOACH TRL STE S 1071 SAN MARCOS, TX 78666-5999 USA	**Invoice Number** Account Number Authorized User Name Authorized User Number Invoice Date Payment Terms Order GTN	**440100010116** 0704378157 HAYS COUNTY 0000 11/13/21 Net 30

SIGNEE NAME	SIGNEE PHONE	P.O./REFERENCE
Wesley Matthews	512.395.4214	SRA

#	Item Description	Unit List Price	Unit Discount	Adjusted Unit Amount	Item Quantity	Net Amount
1	100 Color D/S Business Cards I	12.50	1.2500	11.250	1	11.25
2	100 Color D/S Business Cards I	12.50	1.2500	11.250	1	11.25
3	100 Color D/S Business Cards I	12.50	1.2500	11.250	1	11.25
4	100 Color D/S Business Cards I	12.50	1.2500	11.250	1	11.25
5	500 D&PC Color Quick Cards (In	50.00	5.0000	45.000	1	45.00
6	Digital Enhancement	7.50	0.7500	6.750	1	6.75

TOTAL DISCOUNT *$10.75*

SUBTOTAL	**$96.75**	
TAX	**$0.00**	
TOTAL DUE	**$96.75**	**USD**

648388 (PC0)

FEDEX OFFICE LOCATION	PLEASE REMIT TO
San Marcos TX 303 N Edward Gary St San Marcos, TX 78666 512.726.2362	FEDEX OFFICE CUSTOMER ADMINISTRATIVE SERVICES P.O. BOX 672085 DALLAS, TX 75267-2085

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Electronically reproduced copy of original

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of an Interlocal Agreement for Use of City Fuel Tanks between Hays County and the City of Dripping Springs regarding the use of City owned fuel tanks by the County during times of emergencies.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The purpose of this Agreement is to set forth the terms and conditions under which the City shall provide access to the fuel tanks at the Dripping Springs Ranch Park and provide fuel to the Emergency Service Providers at a market rate, year-round, on a 24-hour-a-day basis. The Emergency Service Providers include North Hays County Emergency Service District #1, Hays County Emergency Service District #6 and Hays County Constable Precinct #4.

INTERLOCAL AGREEMENT FOR USE OF CITY FUEL TANKS

Subject to enactment by the mayor of Dripping Springs, Texas (the "Mayor"), this Interlocal Agreement related to the use of fuel tanks at Ranch Park (the "Agreement") is made and entered into between North Hays County Emergency Services District Number 1 ("ESD 1"), a political subdivision of the State of Texas organized and operating pursuant to Chapter 775 of the Health and Safety Code; Hays County Emergency Services District Number 6 ("ESD 6"), and Hays County Constable Precinct 4 ("Precinct 4"), all political subdivisions of the State of Texas, and the City of Dripping Springs, Texas (the "City"), a Texas general-law municipal corporation situated within Hays County, Texas. , . ESD 1, ESD 6, Precinct 4 (together, the "Emergency Service Providers"), and City may be referred to, collectively, as "the Parties" or "the Parties to this Agreement."

RECITALS

WHEREAS, the City desires to provide adequate emergency response services within its service area; and,

WHEREAS, the City finds that the public interest is benefitted if the Emergency Service Providers are authorized to access the City's fuel tanks, as described herein, especially in the case of disaster response; and

WHEREAS, the City owns fuel tanks in Dripping Springs Ranch Park with physical address at 1042 Event Center Dr., Dripping Springs, Texas 78620 (the "Park"), that are available to provide fuel to the Parties; and

WHEREAS, the Emergency Service Providers are eligible entities under the Agreement and each desires to contract with the City on the terms described herein; and

WHEREAS, in accordance with the Agreement, the Parties recognize that any payments for the performance of governmental functions or services are from available current revenues, and

WHEREAS, the Parties agree that each Emergency Service Provider will pay the market price for all fuel obtained from the City's fuel tanks;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and obligations of the Parties in this Agreement, the Parties agree as follows:

ARTICLE 1
PURPOSE

The purpose of this Agreement is to set forth the terms and conditions under which the City shall provide access to the fuel tanks at the Dripping Springs Ranch Park and provide fuel to the Emergency Service Providers at a market rate, year-round, on a 24-hour-a-day basis.

ARTICLE 2
OBLIGATIONS AND FUNDING FROM THE CITY

2.1 The City does not warrant the suitability, functioning, or availability of the fuel tanks at all times.

2.2 The City shall use best efforts to maintain the fuel tanks and necessary equipment in a manner that allows use by all Parties. The City shall promptly notify each Emergency Service Provider if an issue arises with the usability of the fuel tanks and the fuel.

2.3 In the event the City's Mayor enacts this Agreement, the fuel tanks shall be open to the Emergency Service Providers at all times unless there is an issue with function of the fuel tanks, availability of fuel, or access to the Ranch Park.

2.4 The City shall pay all costs to operate the fuel tanks from current revenues then available to the City. The City will update the fuel costs to the Emergency Service Providers each month and shall provide the cost sheet monthly to each Emergency Service Provider.

2.5 The City shall mutually, alongside the Emergency Service Providers, cooperate with the process of seeking any direct services or reimbursement warranted from the Federal Emergency Management Agency of the United States ("FEMA") and the State of Texas and State agencies where fuel use is related to a declared state of disaster.

2.6 The City shall maintain records to show the amount of fuel available, the cost of fuel, and all items related to use and maintenance of the fuel tanks.

2.7 To the extent applicable to the service, the City shall cooperate jointly with the Emergency Service Providers in good faith to provide records satisfactory to the Federal and State governments.

2.8 The City shall provide the minimal level of genuine liability coverage as required by State law and to name the Emergency Service Providers as additional named insureds for the purpose of this Agreement.

2.9 In the event of any cause of action or claim asserted against either the City or the Emergency Service Providers, the City shall provide the other Party prompt notice of such claim, dispute, or notice.

2.10 Thereafter, to the extent allowed by law, the City shall at its own expense, faithfully and completely defend and protect itself against any and all liabilities arising from this claim, cause of action, or notice.

ARTICLE 3
OBLIGATIONS OF THE EMERGENCY SERVICE PROVIDERS

3.1 The Emergency Service Providers shall pay the market rate of the fuel measured at the time\the fuel is dispensed. The market rate shall be the amount of the cost of the fuel to the City, plus ten percent for maintenance costs of the fuel tanks. Payment shall be made within thirty (30) days of receipt of an invoice from the City.

3.2 The intent of this Agreement is to provide a place for emergency vehicles to fuel at a reasonable cost, including fire equipment, constable vehicles, and emergency medical vehicles at all times including when a disaster or other emergency prevents the obtaining of fuel from other locations.

3.3 The Emergency Service Providers agree to mutually, alongside the City, cooperate with the process of seeking any direct services or reimbursement warranted from FEMA and the State of Texas and State agencies.

3.4 The Emergency Service Providers shall provide a contact person for all communications to the City in writing prior to using the fuel tanks. The Emergency Service Providers agree that they are knowledgeable in the use of the fuel tanks or shall seek out training from the City prior to use of the fuel tanks.

3.5 To the extent application to the service, the Emergency Service Providers shall cooperate jointly with the City in good faith to provide records satisfactory to the Federal and State governments.

3.6 In the event of any cause of action or claim asserted against an Emergency Service Provider relating to or arising out of this Agreement, the Party shall provide the other Parties prompt notice of such claim, dispute, or notice.

3.7 Thereafter, to the extent allowed by law, the Emergency Service Provider shall at its own expense, faithfully and completely defend and protect itself against any and all liabilities arising from this claim, cause of action, or notice.

Pursuant to §791.011(d)(3) of the Texas Government Code, the Parties agree that the funds being committed by all Parties under this Agreement shall be paid from current revenues available to all Parties, respectively.

ARTICLE 4
TERM AND TIME OF PERFORMANCE

The effective date of this Agreement shall be the date last executed by the Parties, below (the "Effective Date"). This Agreement may be terminated at any time with thirty (30) days written notice to the other Parties.

ARTICLE 5
SUCCESSORS AND ASSIGNS

The Parties, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all covenants of this Agreement. No Party shall assign any interest in this Agreement without obtaining the prior written consent of all Parties, which shall not be unreasonably withheld.

ARTICLE 6
NOTICE

Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications related to this Agreement shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the Parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to ESD No. 1:
North Hays County ESD No. 1
Attn: Dennis Lane, President
111 EMS Drive
Dripping Springs, TX 78620

If to the City:
City of Dripping Springs
Attn: Emergency Management Coordinator
PO Box 384
Dripping Springs, TX 78620

Copy to:
The Carlton Law Firm, P.L.L.C.
Attn: John J. Carlton
4301 Westbank Drive, Suite B-130
Austin, TX 78746
john@carltonlawaustin.com

If to Hays County Constable Precinct 4:
Hays County
Attn: Ron Hood, Constable Precinct 4
195 Roger Hanks Parkway, #3
Dripping Springs, TX 78620

If to ESD No. 6:
North Hays County ESD No. 6
Attn: Robert Avera, President
400 Sportsplex Drive
Dripping Springs, TX 78620

ARTICLE 7
MISCELLANEOUS

7.1 Entire Agreement. This Agreement represents the entire and integrated agreement between the Emergency Service Providers and the City with regard to the use of fuel tanks at Ranch Park and supersedes all prior negotiations, representations or agreements regarding the use of fuel tanks at Ranch Park, either written or oral.

7.2 Lawful Authority. The execution and performance of this Agreement by the Emergency Service Providers and the City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Emergency Service Providers and the City in accordance with its terms.

7.3 Amendments. No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same shall be in writing, dated subsequent to the Effective Date, and duly executed by the Parties hereto.

7.4 Indemnification. It is understood and agreed between the Parties that the Parties, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **THE PARTIES ASSUME NO RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT.**

7.5 Construction. The captions and headings contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. Should any provision in this Agreement be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

7.6 Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative, executive, or judicial regulation, order or decree, or amendment thereof, contrary to which the Parties have no legal right to contract. In such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements law, ordinance or administrative, executive, or judicial regulation, order or decree, or amendment thereof.

7.7 No Waiver. Waiver of any breach of any provision of this Agreement by the Parties shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7.8 Public Information Act. All Parties are governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under this Act.

7.9 Additional Documents. The Parties covenant and agree that they shall execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

7.10 Compliance with Laws. In performing this Agreement, the City will comply with all local, state and federal laws.

7.11 Counterparts. This Agreement may be executed by the Parties in multiple originals or counterparts and each counterpart shall have the full force and effect of the entire Agreement.

7.12 Right to Audit. The Parties shall, upon five days' written notice to City, have a right to inspect all receipts, invoices, proofs of purchase, records of expenditures, and other relevant data related to this Agreement. Unless otherwise requested by City, a Party's inspection shall be performed between the hours of 8 a.m. and 5 p.m., Monday through Friday.

7.13 Term and Termination: This Agreement shall be in effect for two years from the Effective Date and shall automatically be renewed for periods of one year. Any Party may terminate this agreement by giving thirty (30) days' written notice to the other party.

7.14 Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

7.15 Venue: Venue over any dispute arising from this Agreement shall be in Hays County, Texas.

(AKNOWLEDGMENTS ON THE FOLLOWING PAGE)

NORTH HAYS COUNTY ESD NO. 1:

_____ _____

Dennis Lane, Board President Date

ATTEST:

_____ _____

Cristina Nelson, Board Secretary Date

THE CITY OF DRIPPING SPRINGS:

_____ _____

Bill Foulds, Jr., Mayor Date

ATTEST:

_____ _____

Andrea Cunningham, City Secretary Date

NORTH HAYS COUNTY ESD NO. 6:

_____ _____

Robert Avera, Board President Date

ATTEST:

_____ _____

Steve Janda, Board Secretary Date

HAYS COUNTY CONSTABLE PRECINCT 4:

Ron Hood, Constable Precinct 4	Date

ATTEST:

Modesta Alcorn, Office Administrator	Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Sheriff's Office to accept a donation of a K-9 valued at $20,000.00 from Deputy Constable John Friend of Guadalupe County and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	

LINE ITEM NUMBER

001-618-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

On 12-30-2021, the Sheriff's Office lost K-9 Bron due to medical complications. The K-9 handlers for the S.O. work and train with other handlers from surrounding agencies - San Marcos PD, Guadalupe County, and various other police agencies. One of the handlers is John Friend, a Deputy Constable with Guadalupe County, and he wishes to donate a fully trained K-9 to Hays County. The K-9, Buddy, is a 5 1/2-year-old Dutch Shepard and is currently certified and very experienced. This donation is valued at $20,000.

Budget Amendment
Increase Contributions - Capital .4614
Increase Law Enforcement Capital .5717_700

John Friend

Seguin TX. 78155

January 13, 2022

Hays County Sheriff's Office
712 S. Stagecoach Trail
San Marcos TX. 78666

I, John Friend, a Deputy Constable with Guadalupe County Precinct 1, wish to donate a fully trained and finished K-9 to Hays County. This dog, K-9 Buddy, is a 5 ½ year old Dutch Shepherd currently certified and very experienced. He has been on the street for approximately two years. I personally imported him from Holland in August of 2019, where he was already a titled police dog. He is trained for narcotics detection, patrol work, area search, building search, evidence recovery and tracking. His on and off leash control and obedience are excellent. He is truly a well trained, highly motivated , high quality dog. He is confident in all situations, with no environmental issues whatsoever.

Buddy has had numerous criminal apprehensions, and has seized hundreds of thousands of dollars in US currency. Buddy is healthy, having just been to the veterinarian four days ago for a minor issue. Due to COVID we are seeing a distinct lack of K-9 prospects available for sale, and the prices are skyrocketing. A realistic valuation of this dog, in the current dog market, is $20,000 even taking his age into account. I have no doubt that if I tried to sell him he would not last a week. I could sell him to a vendor in one day if I priced him at $15,000, who would then resell him for $20,000 or more. He should be easily capable of working until he's ten, very possibly longer than that. I have invested a huge amount of money in this dog, and devoted thousands of hours into his training, so I have a vested interest in making sure he is taken good care of and treated properly.

This offer is being made for the following reasons, and with certain stipulations attached. Your handler, John Hoffman, is a friend whose previous dog Bron I helped to train. I am confident in his abilities to handle a stronger dog, which Buddy is, and I also understand how he feels after having lost his dog. I have been in K-9 for 36 years, and have lost more than my share of dogs. I want John to be able to get back to work quickly, and Buddy would allow him to do so. John has worked Buddy and the dog works well for him, I believe the transition will be easy and in a few weeks he will be able to certify and ready to go to work. He will still need some polish, but it will save over a years work trying to finish out a green prospect, with virtually zero chance of having to wash him out over environmental or training issues. I have another dog that is not finished, so this donation will give me the time I need to finish that dog out. His training has taken a back seat to maintaining and improving Buddy's training.

The only stipulations are that John Hoffman will be the handler. This offer is not open if Hays County decides to issue the dog to a different handler. The other stipulation is that should John need to kennel the dog during vacation, etc., that he kennel the dog with me, of course at no charge.

I look forward to hearing your decision on this matter

John Friend

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Sheriff's Office to accept a donation of $600.00 from My Emergency Room for the 2022 Jr. Deputy Academy and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	

LINE ITEM NUMBER

052-618-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Sheriff's Office received a donation of $600.00 from My Emergency Room of San Marcos. The vendor is requesting that funds be used for the 2022 Jr. Deputy Academy.

Amendment
Increase Contributions .4610
Increase Crime Prevention .5222

February 7, 2022

Lieutenant Dennis Gutierrez,

My Emergency Room would like to donate $600.00 to the Hays County Sheriff's Office Community Outreach Unit for Junior Deputy Academy to purchase any items that can be used for the program.

Sincerely,

My Emergency Room 24/7

Cynthia Wilson
Marketing Director

Cynthia Wilson

My Emergency Room 24/7 2810 S IH35 San Marcos, TX 78666
512-392-7800

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Sheriff's Office to accept a $500.00 donation from Denise Fonseca and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	

LINE ITEM NUMBER

001-618-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Sheriff's Office received a $500.00 donation from Denise Fonseca. Ms. Fonseca is requesting it be used for continuing education purposes related to domestic violence training.

Budget Amendment
Increase Contributions.4610
Increase Continuing Education .5551

To Whom It May Concern:

It gives me great pleasure to make this small contribution to the cost of sending the most deserving delegate/s to the annual 'Crimes Against Women' conference in May 2022.

Over the past several weeks I have been privileged to meet Detective Chase Fuller and see first hand his devotion and commitment to Domestic Violence Training. And of course Bea Moreno continues to play a significant role.

As a Survivor of Domestic Violence I give Thanks everyday to the Hays County Sheriff's Office for saving my life, and supporting me in my recovery.

Sincerely - Denise Fonseca

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 out of state travel for Records Program Administrator Stephanie Robinson to attend the Tyler Connect Conference on May 15-19, 2022 in Indianapolis, Indiana.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	$3,700.00

LINE ITEM NUMBER

001-618-00.5551

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

SUMMARY

Out of state travel is needed to send Records Program Administrator Stephanie Robinson to attend the Tyler Connect Conference on May 15-19, 2022 in Indianapolis, Indiana.
Mrs. Robinson is an Advisory Board Member with Tyler Technologies, and her attendance for this conference is mandatory. The Tyler Connect Conference is the annual training conference for all Tyler products including New World, Odyssey and Brazos.
Funding for registration and travel expenses including hotel, per diem, and airfare fees will be paid for out of the Sheriff's Office Continuing Education Funds.

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	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Permit #:	Road Name:	Utility Company:
TRN-2022-4512-UTL	Yarrington Rd (Bore/Overhead)	PEC (Electric)

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.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 3/1/2022 .

Utility Company Information:

Name: Pedernales Electrical Cooperative
Address: 1810 FM150 W Kyle TX
Phone:
Contact Name:

Engineer / Contractor Information:

Name: Lamar Technical Services, Inc.
Address: 2002 Windy Terrace Cedar Park TX 78613
Phone: 5125900267
Contact Name: Blair Smith

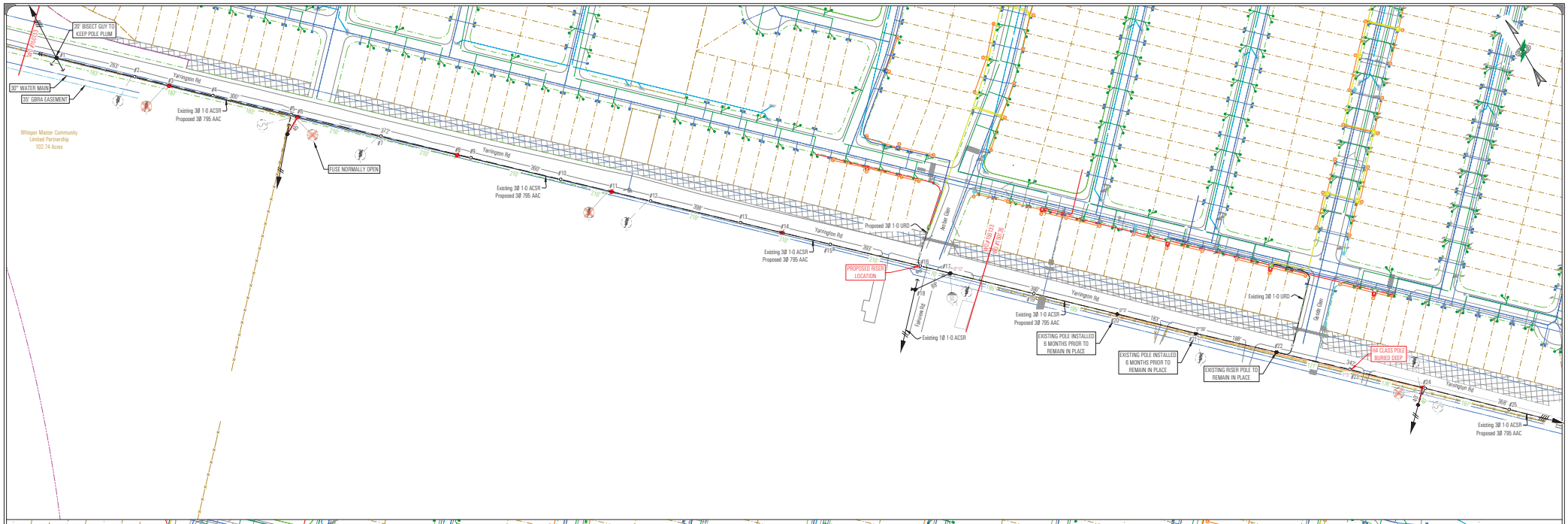
Hays County Information:

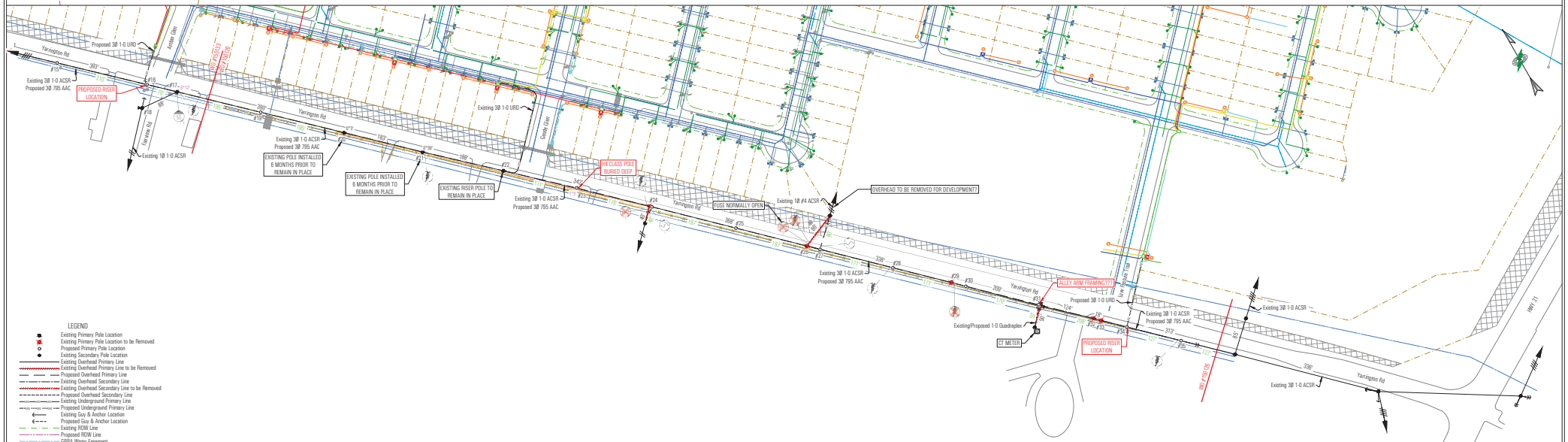
Utility Permit Number: TRN-2022-4512-UTL
Type of Utility Service: 795 AAC
Project Description:
Road Name(s): Yarrington Road, Amber Glen, Fairview Road, Geode Glen, Low Pasture Trail, HWY 21, ,
Subdivision:
Commissioner Precinct:

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 .

	Engineering Technician	02/09/2022
Signature	Title	Date





LEGEND

- Existing Primary Pole Location
- Existing Primary Pole Location to be Removed
- Proposed Primary Pole Location
- Existing Secondary Pole Location
- Existing Overhead Primary Line
- Existing Overhead Primary Line to be Removed
- Proposed Overhead Primary Line
- Existing Overhead Secondary Line
- Existing Overhead Secondary Line to be Removed
- Proposed Overhead Secondary Line
- Existing Underground Primary Line
- Proposed Underground Primary Line
- Existing Guy & Anchor Location
- Proposed Guy & Anchor Location
- Existing ROW Line
- Proposed ROW Line
- GBRA Water Easement
- Existing Communication Line
- Fence Line
- Property/Lot Line
- Existing Gas Line
- ROW Dedication
- Lightning Arrester Location (Existing/Proposed)
- Fuse Location (Existing/Proposed)
- Recloser Location (Existing/Proposed)
- Equipment to be Removed
- Existing Meter Location

GENERAL NOTES:
1) UPGRADE EXISTING 3Ø 1-0 TO 3Ø 795 AAC
2) GAS LINE, WATER LINES, AND COMMS IN CLOSE PROXIMITY TO ALL EXISTING AND PROPOSED LOCATIONS
3) EXISTING ALIGNMENT TO REMAIN THE SAME
4) LOC #22 IS AN EXISTING RISER TO REMAIN IN PLACE
5) LOC #20 & #21 ARE EXISTING POLES WHICH WERE INSTALLED 6 MONTHS PRIOR, POLES TO REMAIN IN PLACE
6) LOC #16 & #34 ARE PROPOSED RISER POLE LOCATIONS
7) JOB TO BE SPLIT UNDER TWO DIFFERENT WORK ORDERS

NOT FOR CONSTRUCTION

PEDERNALES ELECTRIC COOPERATIVE, INC.

YARRINGTON RD RECONDUCTOR

Date: 11/19/2021	Scale: 1" = 100'	Page: 1 of 1

Land Technical Services, Inc.

Yarrington Rd
Feldspar Wy
Lowden Excavating, Inc
Fairview Rd
Southwest Forklift Battery
Alamo Concrete Products
159
Arca de Salvación
Poco Loco - Yarrington
ogle Earth

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 Installation Proposals with the Lower Colorado River Authority (LCRA) for P25 site additions and re-programming existing infrastructure as well as P25 700 mhz radio migration and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	$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

On December 7, 2012 the Commissioners Court authorized the use of ARPA funding for infrastructure and radio replacement for interoperability and public safety purposes. The attached proposals outline the projects set forth to begin installation and roll out of the new systems.

Attachments: LCRA Tower Additions
LCRA Radio Replacements

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 28, 2021
PROPOSAL EXPIRATION DATE: January 31, 2022

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
Phase 2 – Construction/Installation:	$ 296,000
Total Cost:	**$2,669,000**

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 MECHANTABILITY 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 LIABILTY 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

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 Radio Migration
DATE SUBMITTED: January 12, 2022
PROPOSAL EXPIRATION DATE: January 31, 2022

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. 339 XL-200P Handheld Radios, 700/800 MHz P25
  - Antenna, Belt Clip, Desk Charger, Speaker Mic, Leather Holster, 2 Batteries
  - Can update to add VHF
  - 3-year manufacturer's warranty
    - 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
  - 3-year manufacturer's warranty
    - Trade-in of current radio equipment included in pricing
- Qty. 271 XL-185M Mobile Radios, 700/800 MHz P25
  - Antenna, Coax, Connectors, Faceplates
  - Removal of current equipment
  - Installation of new equipment
  - 2-year manufacturer's warranty
    - 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 MECHANTABILITY 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 LIABILTY 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 submission of a Renewal Interlocal Application to the Department of State Health Services (DSHS) for the Tuberculosis Prevention and Control for FY2023 State Funds and accept the allocation of funds in the amount of $32,933.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	$6,599.00

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

This renewal contract with the Texas DSHS is to supports the Tuberculosis Prevention and Control efforts provided by the Hays County Health Department. The funds will be utilized to provide support toward the salary and fringe benefits of the staff involved in this program.

Grant Period: 09/01/2022 through 08/31/2023

DSHS Funding: $32,993.00
Match 20%: $6,599.00

Attachment: Renewal Packet for FY23

Inter-Local Application For Tuberculosis Prevention and Control for FY 2023 State Funds

http://www.dshs.state.tx.us/idcu/disease/tb

Tuberculosis and Hansen's Disease Branch
Texas Department of State Health Services
Mail Code 1873
P.O. Box 149347
Austin, TX 78714-9347

TABLE OF CONTENTS

1. APPLICATION TABLE OF CONTENTS AND CHECKLIST

2. ADMINISTRATIVE INFORMATION (with supplemental documentation attached if required)

3. ORGANIZATION, RESOURCES AND CAPACITY

4. PERFORMANCE MEASURES

5. FY23 Budget Template (Please note that the Face Page and Contacts Form are included on the budget template)

Inter-Local APPLICATION CHECKLIST

Legal Name of applicant:

This form is provided to ensure that the application is complete, proper signatures are included, and the required assurances, certifications, and attachments have been submitted.

FORM	DESCRIPTION	Included
A	Face Page completed (Tab included on budget template)	X
B	Application Checklist completed and included	X
C	Contact Person Information completed (Tab included on budget template)	X
D	Administrative Information completed and included (with supplemental documentation attached if required)	X
E	Organization, Resources and Capacity included	X
F	Performance Measures included	X
G	FY23 Budget Template completed and included	X

FORM D: ADMINISTRATIVE INFORMATION - ILA

This form provides information regarding identification and contract history on the applicant, executive management, project management, governing board members, and/or principal officers. Respond to each request for information or provide the required supplemental document behind this form. If responses require multiple pages, identify the supporting pages/documentation with the applicable request.

Legal Name of Applicant: Hays County Local Health Department

Identifying Information

The applicant shall complete the following information:

- Names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the applicant.

Last Name: Crumley First Name: Tammy Middle Name:	Mailing Address (incl. street, city, county, state, & zip): 712 S. Stagecoach Trl. Ste. 1045 San Marcos, TX 78666
Last Name : Becerra First Name : Judge Middle Name :	Mailing Address (incl. Street, city, county, state, & zip) : 111 E San Antonio St. 300 San Marcos, TX 78666

Conflict of Interest and Contract History

The applicant shall disclose any existing or potential conflict of interest relative to the performance of the requirements of this Application for Funding. Examples of potential conflicts may include an existing business or personal relationship between the applicant, its principal, or any affiliate or subcontractor, with DSHS, the participating agencies, or any other entity or person involved in any way in any project that is the subject of this Application for Funding. Similarly, any personal or business relationship between the applicant, the principals, or any affiliate or subcontractor, with any employee of DSHS, a participating agency, or their respective suppliers, must be disclosed. Any such relationship that might be perceived or represented as a conflict shall be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the proposal. If, following a review of this information, it is determined by DSHS that a conflict of interest exists, the applicant may be disqualified from further consideration for the award of a contract.

1. **Does anyone in the applicant organization have an existing or potential conflict of interest relative to the performance of the requirements of this Application for Funding?**

   ☐ **YES** **NO** ☒

   If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

2. **Has any member of applicant's executive management, project management, governing board or principal officers been employed by the State of Texas 24 months prior to the application due date?**

   ☐ **YES** **NO** ☒

   If YES, indicate his/her name, social security number, job title, agency employed by, separation date, and reason for separation.

3. Has applicant had a contract with DSHS within the past 24 months?

☒ **YES** ☐ **NO**

If YES, indicate the contract number(s):

Contract Number	Grant
HHS001078600001	Public Health Crisis Response Cooperative Agreement for Emergency Response PH Workforce
HHS001057600024	COVID-19 HEALTH DISPARITIES GRANT
HHS000812700024	IDCU / COVID
HHS000771500001	Public Health Crisis Response Cooperative Agreement for Emergency Response
HHS00081270024	IDCU / SUR
HHS000486300001	TB State
HHS000104800001	Immunization Local
NO. 537-18-0153-00001	PHEP
HHS00102670001	RLSS/LPHS
HHS001096400019	TB Federal

If NO, applicant must be able to demonstrate fiscal solvency. Submit a copy of the organization's most recently audited balance sheet, statement of income and expenses and accompanying financial footnotes DSHS will evaluate the documents that are submitted and may, at its sole discretion, reject the proposal on the grounds of the applicant's financial capability.

4. Is applicant or any member of applicant's executive management, project management, board members or principal officers:

- Delinquent on any state, federal or other debt;
- Affiliated with an organization which is delinquent on any state, federal or other debt; or
- In default on an agreed repayment schedule with any funding organization?

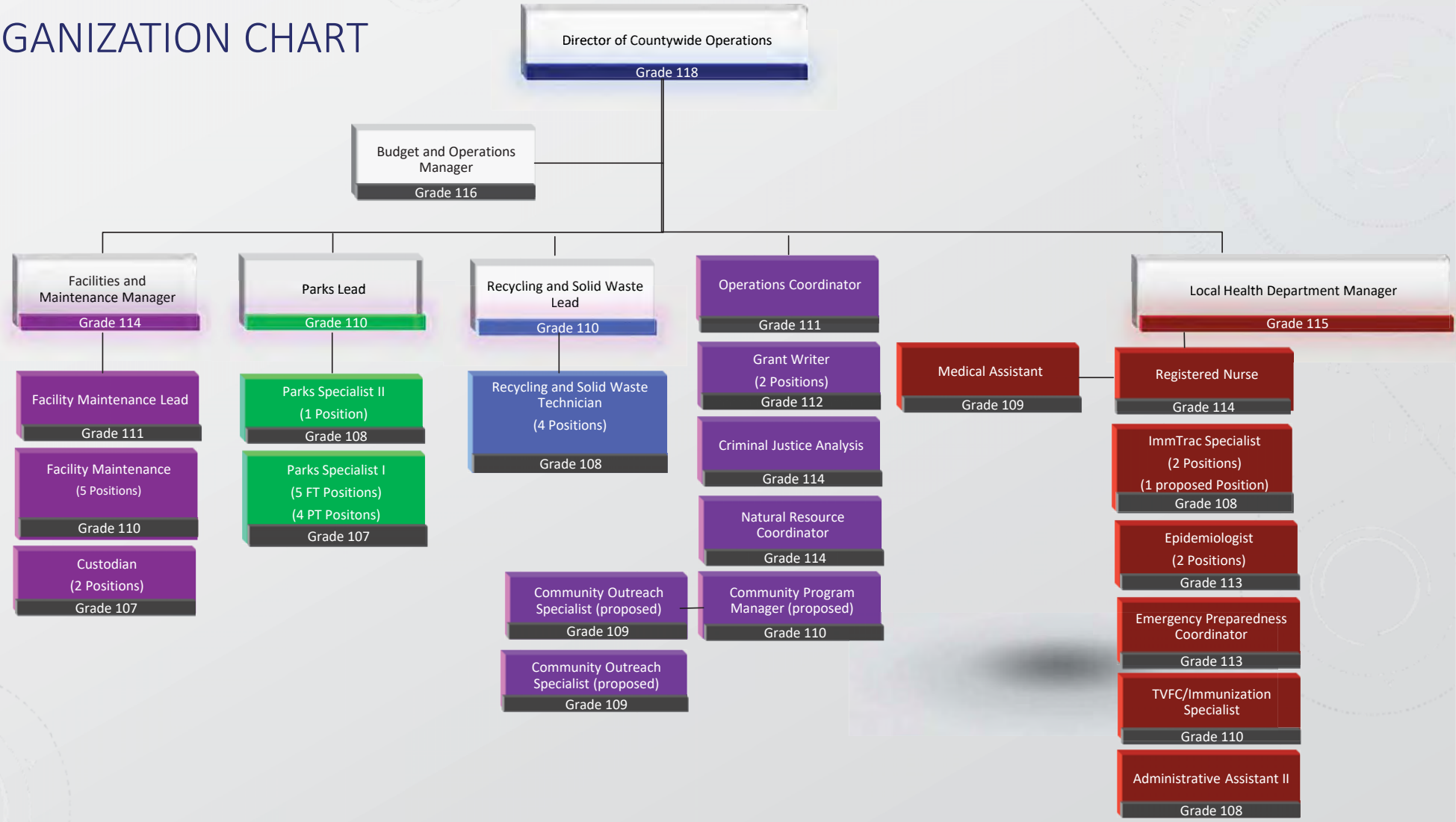
☐ **YES** **NO** ☒

If YES, please explain. (Attach no more than one additional page.)

FORM E: ORGANIZATION, RESOURCES AND CAPACITY
(Organizational Chart)

See attached.

ORGANIZATION CHART



FORM F: PERFORMANCE MEASURES

In the event a contract is awarded, applicant agrees that performance measures will be used to assess, in part, the applicant's effectiveness in providing the services described.

1. Newly reported TB cases must have an HIV test performed unless there is documented evidence of an HIV-positive result or the client refuses. The desired benchmark, 91%.

2. All probable and confirmed TB clients are placed on DOT at the start of treatment†. The desired benchmark, 92.2%.

3. Newly reported probable and confirmed cases of TB are started on the standard four-drug regimen. The desired benchmark, 94%.

4. Newly reported clients aged 12 and older for whom TB was identified in the pleura or other respiratory site must have sputum collected and tested for AFB smear and culture results*. The desired benchmark, 94%.

5. Newly reported cases of TB with AFB-positive sputum culture results must have documented conversion to sputum culture-negative within 60 days of initiation of treatment. The desired benchmark, 64.2%.

6. Newly diagnosed TB cases that are eligible to complete treatment within 12 months must complete therapy within 365 days or less. The desired benchmark, 89%.

   Exclude the following TB cases who:
   - are diagnosed at death;
   - die during therapy;
   - are resistant to rifampin;
   - have meningeal disease; and
   - are age 14 or younger with either miliary disease or a positive blood culture for TB.

7. Increase the proportion of culture-confirmed TB cases with genotyping result reported. The desired benchmark, 98%.

8. TB cases with initial cultures positive for M. tb complex are tested for drug susceptibility with results documented in the medical record. The desired benchmark, 80%.

9. Newly reported TB clients with a positive AFB sputum-smear result have at least three contacts evaluated as part of the contact investigation. The desired benchmark, 92%.

10. Newly identified contacts identified through the contact investigation that are associated with a sputum AFB smear-positive TB case are evaluated for TB infection and disease. The desired benchmark, 79%.

11. Contacts identified to an AFB smear positive client and for whom TB infection was diagnosed must be started on treatment for TB infection within a week of diagnosis. The desired benchmark, 76%.

12. Contacts identified to an AFB smear positive client and for whom treatment was initiated for TB infection must complete treatment within the recommended time frame. The desired benchmark, 50%.

13. For Class-B immigrants and refugees whose overseas CXR results indicate consistent with TB, increase the proportion whose medical evaluation was initiated within 30 days of notification. The desired benchmark, 62%.

14. For Class-B immigrants and refugees whose overseas CXR results indicate consistent with TB, increase the proportion whose evaluation was completed within 90 days of notification. The desired benchmark, 45%.

15. For Class-B immigrants and refugees whose overseas CXR results indicate inconsistent with TB and subsequent evaluation in the U.S. reclassifies client as having TB infection, increase the proportion who start treatment for TB infection. The desired benchmark, 74.6%.

16. For Class-B immigrants and refugees whose overseas CXR results indicate inconsistent with TB and subsequent evaluation in the U.S. reclassifies client as having TB infection, increase the proportion who complete treatment for TB infection. The desired benchmark, 68%.

†The CDC recommends treatment initiation for TB clients with positive AFB sputum-smear results within 7 days of specimen collection *Report results to DSHS according to the surveillance reporting schedule.

Please refer to the work plan located at the following web link:
http://www.dshs.texas.gov/idcu/disease/tb/policies/

Contractor shall maintain documentation used to calculate performance measures as required by General Provisions Article VIII "Records Retention" and by Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding retention of medical records.

All reporting to DSHS shall be completed as described in Section I, "D. Reporting" and submitted by the deadlines given.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the Annual Progress Report, **due April 1, 2023** a written narrative explaining the barriers and the plan to address those barriers. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

TEXAS Department of State Health Services

FY23- TB STATE

TB - STATE

Applicant Information

Legal Name of Applicant Agency: Hays County Health Department

Mailing Address:

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

Payee Name: Hays County Treasurer

Payee Mailing Address:

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

State of Texas Comptroller Vendor ID # (11 digit + 3 digit mail code)**:** 17460022415002

DUNS # (9 digits required for subrecipient contractors)**:** 09-7494884

Fiscal Year-End Date (MM/DD) 09/30

Type of Entity (Choose one)

Click on appropriate box

- City: ☐
- County: ☑
- Other Political Subdivision: ☐
- Nonprofit Organization ☐
- Community-Based Organization ☐
- Hospital ☐
- State Controlled Institution of Higher Learning ☐
- Other ☐
- Faith Based (Nonprofit Org) ☐

Contract Term:

Start Date: 9/1/2022
End Date: 8/31/2023

State-wide or Counties Served

State-wide or County(ies) Served: Hays

Amount of Funding Allocated: $32,993.00

CONTACT PERSON INFORMATION

Legal Business Name: Hays County Health Department

This form provides information about the appropriate contacts in the contractor's organization. If any of the following information changes during the term of the contract, please send written/e-mail notification to the Assigned Contract Manager.

Health Director / CEO / Executive Di Tammy Crumley
Direct Phone: 512-878-6673 Ext:
E-mail: tammy. crumley@co.hays.tx.us
Mailing Address (street, city, county, & zip): 712 S. Stagecoach Trail, Ste. 1045 San Marcos, TX 78666

B-13 Submitter: Carmen Glover
Direct Phone: 512-393-2857 Ext:
E-mail: carmen.glover@co.hays.tx.us
Mailing Address (street, city, county, & zip): 712 S. Stagecoach Trail, Ste 1071 San Marcos, TX 78666

Program Lead Person: Margie Rodriguez
Direct Phone: 512-393-5520 Ext:
E-mail: margie@co.hays.tx.us
Mailing Address (street, city, county, & zip): 401A Broadway Drive San Marcos, TX 78666

Contract Lead Person: Lindsay McClune | Simone Corprew
Direct Phone: 512-393-2209 Ext:
E-mail: lindsay.mcclune@co.hays.tx.us | simone.corprew@co.hays.tx.us
Mailing Address (street, city, county, & zip): 712 S. Stagecoach Trail, Ste. 1045 San Marcos, TX 78666

Contract Authorized Signatory: Ruben Becerra
Direct Phone: 512-393-2205 Ext:
E-mail: judge.becerra@co.hays.tx.us
Mailing Address (street, city, county, & zip): 111 E. San Antonio St., Ste. 300, San Marcos, TX 78666

Additional Contract Authorized Sign Tammy Crumley
Direct Phone: 512-878-6673 Ext:
E-mail:
Mailing Address (street, city, county, & zip): 712 S. Stagecoach Trail, Ste. 1045 San Marcos, TX 78666

FFATA/Assurances Signatory:
Direct Phone Ext:
Mailing Address (street, city, county, & zip):

BUDGET SUMMARY (REQUIRED)

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

Budget Categories	Total Budget ( )	DS S Funds Re uested ( )	Direct Federal Funds ( )	Ot er State Agency Funds ( )	Local Funding (Matc) ( )	Ot er Funds **(6)**
A. Personnel	16,274	16,274			0	
B. Fringe Benefits	9,228	9,228			0	
C. Travel	0	0			0	
D. Equipment	0	0			0	
E. Supplies	749	0			749	
F. Contractual	5,850	0			5,850	
G. Other	7,491	7,491			0	
H. Total Direct Costs	39,592	32,993	0	0	6,599	0
I. Indirect Costs	0	0				
J. Total (Sum of H and I)	39,592	32,993	0	0	6,599	0
				Matc Percentage	**20.00%**	

Revised: 04/14/2014

PERSONNEL Budget Category Detail Form

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

PERSONNEL Name Functional Title	acant N	ob Summary	FTEs	Certi ication or License (Enter NA i not re uired)	Estimated Mont ly Salary age	**Number of Months**	Salary ages Re uested or Pro ect
Medical Assistant/Admin Assisitant II-E	Y	NCMA TB Nursing Staff, Backup fo Nurse and Conducts Administrative Work	0.50	RMA	$2,740	12	$16,274
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
						TOTAL FROM PERSONNEL SUPPLEMENTAL SHEETS	$0
					Salary age Total		$16,274

FRINGE BENEFITS	**Itemize the elements of fringe benefits in the space below:**			
FICA 6.2% = $1009 MEDICARE 1.45% = $236 RETIREMENT 13.16% = $2142 MEDICAL,DENTAL & LIFE INSURANCE $11800.44 x .495% = $5841				
Total Number of FTEs:	**0.50**		Fringe Bene it Rate	56.70%
			Fringe Bene its Total	$9,228

SUPPLIES Budget Category Detail Form (Match)

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

Itemize and describe each supply item and pro ide an estimated uantity and cost (i.e. o bo es & cost bo) i applicable. Provide a ustification for each supply item. Costs may be categorized by each general type (i.e., office, computer, medical, client incentives, educational, etc.)

Description o Item If applicable, provide estimated quantity and cost (i.e. of bo es cost/bo)	Purpose & usti ication	Total Cost
Office Supplies	General office supplies to support administrative functions	$100
Medical Supplies	Syringes, needles, alcohol, bandaids, sanitary sheets, etc.	$294
PPD	Five (4) vials of PPD (10 doses per vial)	$355

Total Amount Re uested or Supplies: **$749**

Revised: 3/25/2014

OTHER COSTS Budget Category Detail Form

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

Description of Item Include quantity and cost/quantity	Purpose & Justification	Total Cost
Printing	Printing of flyers and other educational material related to the TB Program	$291
Emocha Software	Annual renewal of Emocha Software for TB Program	$7,200
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Other: **$7,491**

Revised: 3/25/2014

CONTRACTUAL Budget Category Detail Form (Match)

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

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

CONTRACTOR NAME (Agency or Indi idual)	DESCRIPTION OF SER ICES (Scope o or)	usti ication	MET OD OF PA MENT (i.e., ourly, daily, ee ly, mont ly, uarterly, cost reimb., unit rate, lump sum)	o Mont s, ours, nits, etc.	RATE OF PA MENT (i.e., ourly, daily, ee ly, mont ly, uarterly, cost reimb., unit rate, lump sum)	TOTAL
J. Castilleja, M.D.	Physician oversight of patients referred to the Health Department TB program for active or latent TB infection	Visits in addition to currently scheduled visits that will be on an as needed bases.	Per visit	7	$150.00	$1,050
J. Castilleja, M.D.	Physician oversight of patients referred to the Health Department TB program for active or latent TB infection	There is no on-staff physician for treatment/management of patients infected with TB.	Monthly	8	$600.00	$4,800
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0

Total Amount Re uested or CONTRACT AL: ,

Revised: 3/25/2014

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept the 2021 Racial Profiling Report and the 2021 Annual Activity Report from Hays County Constable Office, Precinct 4.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	0

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

In compliance with Senate Bill 1074-76th regular session of the Texas Legislature amended by House Bill 3389-81st regular session

Racial Profiling Report | Full

Agency Name: HAYS CO. CONST. PCT. 4
Reporting Date: 02/09/2022
TCOLE Agency Number: 209104

Chief Administrator: RONALD E. HOOD

Agency Contact Information:
Phone: (512) 858-7605
Email: ron.hood@co.hays.tx.us

Mailing Address:
195 Roger Hanks Parkway, Ste 3
DRIPPING SPRINGS, TX 78620

This Agency filed a full report

HAYS CO. CONST. PCT. 4has adopted a detailed written policy on racial profiling. Our policy:

1) clearly defines acts constituting racial profiling;

2) strictly prohibits peace officers employed by the HAYS CO. CONST. PCT. 4 from engaging in racial profiling;

3) implements a process by which an individual may file a complaint with the HAYS CO. CONST. PCT. 4 if the individual believes that a peace officer employed by the HAYS CO. CONST. PCT. 4 has engaged in racial profiling with respect to the individual;

4) provides public education relating to the agency's complaint process;

5) requires appropriate corrective action to be taken against a peace officer employed by the HAYS CO. CONST. PCT. 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. CONST. PCT. 4 policy;

6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
a. the race or ethnicity of the individual detained;
b. whether a search was conducted and, if so, whether the individual detained consented to the search;
c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
d. whether the peace officer used physical force that resulted in bodily injury during the stop;
e. the location of the stop;
f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
a. the Commission on Law Enforcement; and
b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HAYS CO. CONST. PCT. 4 has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),

Code of Criminal Procedure during the reporting period.

Executed by: RONALD E. HOOD
Constable

Date: 02/09/2022

Total stops: 5344

Street address or approximate location of the stop	
City street	0
US highway	3910
County road	574
State highway	860
Private property or other	0
Was race or ethnicity known prior to stop?	
Yes	229
No	5115
Race / Ethnicity	
Alaska Native / American Indian	14
Asian / Pacific Islander	57
Black	96
White	4726
Hispanic / Latino	451
Gender	
Female	**2314**
Alaska Native / American Indian	5
Asian / Pacific Islander	43
Black	57
White	2002
Hispanic / Latino	207
Male	**3030**
Alaska Native / American Indian	9
Asian / Pacific Islander	14
Black	39
White	2724
Hispanic / Latino	244
Reason for stop?	
Violation of law	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
Preexisting knowledge	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	**5322**
Alaska Native / American Indian	16
Asian / Pacific Islander	28
Black	122
White	4703
Hispanic / Latino	471
Vehicle traffic violation	**22**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	19
Hispanic / Latino	3

Was a search conducted?

Yes	**4**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	4
No	**5340**
Alaska Native / American Indian	14
Asian / Pacific Islander	57
Black	96
White	4726
Hispanic / Latino	447

Reason for Search?

Consent	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
Contraband	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Probable	**4**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	4
Inventory	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Incident to arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was Contraband discovered?

		Did the finding result in arrest? (total should equal previous column)			
Yes	**1**				
Alaska Native / American Indian	0	Yes	0	No	0
Asian / Pacific Islander	0	Yes	0	No	0
Black	0	Yes	0	No	0
White	0	Yes	0	No	0
Hispanic / Latino	1	Yes	0	No	1
No	**3**				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	3				

Description of contraband	
Drugs	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Weapons	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Result of the stop	
Verbal warning	**0**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	**4684**
Alaska Native / American Indian	14
Asian / Pacific Islander	52
Black	89
White	4127
Hispanic / Latino	402
Citation	**660**
Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	7
White	599
Hispanic / Latino	49
Written warning and arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Arrest based on

Violation of Penal Code	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	**5344**
Alaska Native / American Indian	14
Asian / Pacific Islander	57
Black	96
White	4726
Hispanic / Latino	451

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis ☒

Use Department's submitted analysis ☐

Optional Narrative

N/A

Submitted electronically to the

The Texas Commission on Law Enforcement

CONSTABLE RON HOOD
Hays County, Precinct 4

195 Roger Hanks Parkway
Dripping Springs, TX 78620
www.co.hays.tx.us/Constable4

Office: (512) 858-7605
Fax: (512) 858-4799
Email: ron.hood@co.hays.tx.us

February 15, 2022

To: Hays County Commissioners Court

From: Ron Hood, Hays County Constable, Pct. 4

Subject: 2021 "Racial Profiling Report" and 2021 "Yearly Activity Report" – Constable Office, Pct. 4

Attached below you will find this office's annual "Racial Profiling Report", for submission to the Hays County Commissioners Court and the Texas Commission on Law Enforcement (TCOLE) for the 2021 calendar year; in compliance with Senate Bill 1074-76th regular session of the Texas Legislature amended by House Bill 3389-81st regular session.

In addition, I would like to take this opportunity to submit to you this office 2021 "Annual Activity Report".

2021 ANNUAL ACTIVITY REPORT

	2021	(2020)	(2019)
COURT DUTIES			
JP & Municipal Court - *(Bailiff Duties for JP & Municipal Court hearings)*	**85**	(58)	(279)
WARRANT SERVICE			
Attempts - (Attempts made to serve an active warrant)	**1465**	(204)	(1077)
Served - (Active warrants served)	**267**	(158)	(394)
CIVIL CITATION SERVICE			
Citations Received	**217**	(285)	(441)
Attempts - (Attempts made to serve a civil citation)+	**662**	(848)	(1160)
Served - (Civil citations served)	**180**	(284)	(426)

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	2021	(2020)	(2019)
PATROL ENFORCEMENT			
Calls for Service - (i.e. civil complaints, civil standbys, self-initiated field contacts, lockouts, etc.)	**4499**	(4215)	(3111)
L.E. Assist / Back-Up (Assistance to other LE Agency, i.e. address check, Vehicle verification, drive-by inspection, etc.)	**174**	(189)	(258)
Arrest - (Total Arrest by this Office)	**3**	(5)	(6)
TRAFFIC ENFORCEMENT			
Citation Issued - (i.e. Speeding, Stop Sign, Fail to Yield Right-of-Way, Equipment Violation, Registration, DL, etc.	**660**	(811)	(711)
Warning Issued - (i.e. Speeding, Stop Sign, Fail to Yield Right-of-Way, Equipment Violation, Registration, DL, etc.)	**4684**	(4347)	(3935)
Traffic Assist - (Traffic control related incidents, i.e. disable / malfunction traffic light, congested traffic area, etc.)	**134**	(71)	(116)
Accident / Assist - (Assigned Accidents Or assisted LE Agencies at accident scenes)	**70**	(33)	(55)

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OTHER SERVICES	**2021**	(2021)	(2019)
Close Patrol/Welfare - (Vacation, out-of-town property checks, Welfare Checks, etc.)	**104**	(85)	(191)
Special Event - (Community events, School functions, town Hall meetings, etc.)	**120**	(98)	(141)
Escorts - (Funeral, special events, etc.)	**44**	(14)	(30)
Fingerprints – (background, special lic.	**34**	(60)	(99)
Vehicle Lockouts -	**28**	(21)	(81)
TRAINING HOURS			
TCOLE	**270**	(146)	(146)
MILES DRIVEN	**113,447**	(79,772)	(92,564)

NOTE: This Annual Activity Report is for information purposes only and does not reflect all activities or requests and/or responses for services performed by this department.

If you have any questions regarding these reports, please feel free to contact this office.

Respectfully submitted,

Ron Hood, Constable
Hays County Precinct 4

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept the 2021 Racial Profiling Report and the 2021 Annual Activity Report from Hays County Constable Office, Precinct 3.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	0

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Don Montague	SHELL	N/A

SUMMARY

In compliance with Senate Bill 1074-76th regular session of the Texas Legislature amended by House Bill 3389-81st regular session

Racial Profiling Report | Full

Agency Name: HAYS CO. CONST. PCT. 3
Reporting Date: 02/09/2022
TCOLE Agency Number: 209103

Chief Administrator: WILLIAM D. MONTAGUE

Agency Contact Information:
Phone: (512) 847-5532
Email: don.montague@co.hays.tx.us

Mailing Address:
P. O. BOX 1316
200 Stillwater Road
WIMBERLEY, TX 78676-1316

This Agency filed a full report

HAYS CO. CONST. PCT. 3has adopted a detailed written policy on racial profiling. Our policy:

1) clearly defines acts constituting racial profiling;

2) strictly prohibits peace officers employed by the HAYS CO. CONST. PCT. 3 from engaging in racial profiling;

3) implements a process by which an individual may file a complaint with the HAYS CO. CONST. PCT. 3 if the individual believes that a peace officer employed by the HAYS CO. CONST. PCT. 3 has engaged in racial profiling with respect to the individual;

4) provides public education relating to the agency's complaint process;

5) requires appropriate corrective action to be taken against a peace officer employed by the HAYS CO. CONST. PCT. 3 who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. CONST. PCT. 3 policy;

6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
a. the race or ethnicity of the individual detained;
b. whether a search was conducted and, if so, whether the individual detained consented to the search;
c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
d. whether the peace officer used physical force that resulted in bodily injury during the stop;
e. the location of the stop;
f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
a. the Commission on Law Enforcement; and
b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HAYS CO. CONST. PCT. 3has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: DONNY R. TORRES
Sergeant

Date: 02/09/2022

Total stops: 13

Street address or approximate location of the stop	
City street	11
US highway	0
County road	0
State highway	2
Private property or other	0
Was race or ethnicity known prior to stop?	
Yes	0
No	13
Race / Ethnicity	
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	12
Hispanic / Latino	0
Gender	
Female	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	4
Hispanic / Latino	0
Male	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	8
Hispanic / Latino	0
Reason for stop?	
Violation of law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
Preexisting knowledge	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	**12**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	11
Hispanic / Latino	0
Vehicle traffic violation	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0

Was a search conducted?

Yes	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	**13**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	12

Reason for Search?

Consent	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
Contraband	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Probable	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Inventory	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Incident to arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was Contraband discovered?

		Did the finding result in arrest? (total should equal previous column)	
Yes	**0**		
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	0	Yes 0	No 0
Hispanic / Latino	0	Yes 0	No 0
No	**0**		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		

Description of contraband

Drugs	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Result of the stop

Verbal warning	**0**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	**12**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	11
Hispanic / Latino	0
Citation	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Written warning and arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Arrest based on	
Violation of Penal Code	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	**13**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis ☒

Use Department's submitted analysis ☐

Optional Narrative

N/A

Submitted electronically to the

The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

HAYS CO. CONST. PCT. 3

01. Total Traffic Stops:	13	
02. Location of Stop:		
a. City Street	11	84.62%
b. US Highway	0	0.00%
c. County Road	0	0.00%
d. State Highway	2	15.38%
e. Private Property or Other	0	0.00%
03. Was Race known prior to Stop:		
a. NO	13	100.00%
b. YES	0	0.00%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	0	0.00%
b. Asian/ Pacific Islander	0	0.00%
c. Black	1	7.69%
d. White	12	92.31%
e. Hispanic/ Latino	0	0.00%
05. Gender:		
a. Female	4	30.77%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	4	30.77%
v. Hispanic/ Latino	0	0.00%
b. Male	9	69.23%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	7.69%
iv. White	8	61.54%
v. Hispanic/ Latino	0	0.00%
06. Reason for Stop:		
a. Violation of Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	

Racial Profiling Analysis Report

iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Pre-Existing Knowledge	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Moving Traffic Violation	12	92.31%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	8.33%
iv. White	11	91.67%
v. Hispanic/ Latino	0	0.00%
d. Vehicle Traffic Violation	1	7.69%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
07. Was a Search Conducted:		
a. NO	13	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	7.69%
v. Hispanic/ Latino	12	92.31%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
08. Reason for Search:		
a. Consent	0	0.00%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	0	0.00%
ii. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
09. Was Contraband Discovered:		
YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	0	

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
v. Hispanic/ Latino	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
b. NO	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
10. Description of Contraband:		
a. Drugs	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

Racial Profiling Analysis Report

v. Hispanic/ Latino	0	
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
11. Result of Stop:		
a. Verbal Warning	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Written Warning	12	92.31%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	8.33%
iv. White	11	91.67%
v. Hispanic/ Latino	0	0.00%
c. Citation	1	7.69%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
d. Written Warning and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

e. Citation and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

12. Arrest Based On:

a. Violation of Penal Code	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

13. Was Physical Force Used:		
a. NO	13	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	
14. Total Number of Racial Profiling Complaints Received:	0	

REPORT DATE COMPILED 02/09/2022

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a Fourth Amendment to the Health Care Services Agreement with Wellpath, LLC for the Juvenile Detention Facility and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:
Requires a discretionary exemption pursuant to Texas Local Government Code, Ch 262.024(a)(4) for a professional service.

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Brett Littlejohn	BECERRA	N/A

SUMMARY

On July 2, 2019, the Commissioners Court authorized the Juvenile Detention Center to participate in a contract with Wellpath for medical services for juvenile detainees. Wellpath provides LVN, RN and Physician oversite to administer health care services and related administrative services. The attached Fourth Amendment extends the service until April 30, 2022.

Attachment: Wellpath Amendment No 4

FOURTH AMENDMENT TO THE HEALTH SERVICES AGREEMENT

(Effective March 1, 2022)

This Fourth Amendment, effective March 1, 2022 (this "Amendment"), to the Health Services Agreement, dated July 2, 2019, as amended (the "Agreement") is by and between Wellpath, LLC ("Wellpath"), (formerly Correct Care Solutions, LLC ("CCS")) and Hays County, Texas ("County").

WHEREAS, the Parties agree to renew the Agreement for another two-month period until April 30, 2022; and

WHEREAS, in accordance with Section 11.7, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals, including the above-cited two (2) month extension, as a material portion of this Amendment.

2. **AMENDMENT SECTION 9.0 OF AGREEMENT.** The Agreement shall be amended by deleting Section 9.0 in its entirety and inserting the following language in lieu thereof:

   9.0. Initial Term. This Agreement will be effective as of 12:00 A.M. on August 1, 2019, and end as of 11:59 P.M. on April 30, 2022 unless a new Agreement is reached prior to April 30, 2022, in which this Agreement shall be superseded by any such new Agreement.

3. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

4. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.

5. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

   IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

AGREED TO AND ACCEPTED AS STATED ABOVE:

HAYS COUNTY, TEXAS	**WELLPATH, LLC**
By:_____	**By:**_____
Name: Ruben Becerra	**Name:**_____
Title: Hays County Judge	**Title:**_____
Date:_____	**Date:**_____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a Ninth Amendment to the Health Care Services Agreement with Wellpath, LLC for the Jail Division at the Sheriff's Office and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	

LINE ITEM NUMBER

Requires a discretionary exemption pursuant to Texas Local Government Code, Ch 262.024(a)(4) for a professional service.

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	BECERRA	N/A

SUMMARY

The Sheriff's Office, Jail Division is requesting Court approval to execute an amended agreement with Wellpath to extend their services until April 30, 2022.

Attachment: Wellpath Amendment No. 9

NINTH AMENDMENT TO THE HEALTH SERVICES AGREEMENT

(Effective March 1, 2022)

This Ninth Amendment, effective March 1, 2022 (this "Amendment"), to the Health Services Agreement, dated June 1, 2013, as amended (the "Agreement") is by and between Wellpath, LLC ("Wellpath"), (formerly Correct Care Solutions, LLC ("CCS")) and Hays County, Texas ("County").

WHEREAS, the Parties agree to renew the Agreement for another two-month period until April 30, 2022; and

WHEREAS, in accordance with Section 9.4, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals, including the above-cited two (2) month extension, as a material portion of this Amendment.

2. **AMENDMENT SECTION 6.1 OF AGREEMENT.** The Agreement shall be amended by deleting Section 6.1 in its entirety and inserting the following language in lieu thereof:

   6.1. Initial Term. This Agreement will be effective as of 12:00 A.M. on June 1, 2013, and end as of 11:59 P.M. on April 30, 2022, unless a new Agreement is reached prior to April 30, 2022, in which this Agreement shall be superseded by any such new Agreement.

3. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

4. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.

5. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

   IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

AGREED TO AND ACCEPTED AS STATED ABOVE:

HAYS COUNTY, TEXAS	**WELLPATH, LLC**
By:_____	**By:**_____
Name: Ruben Becerra	**Name:**_____
Title: Hays County Judge	**Title:**_____
Date:_____	**Date:**_____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Ratify the submission of a grant application to the Office of the Governor, FY23 State Criminal Justice Planning Funds - Specialty Courts Program in the amount of $11,400.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The grant will fund in depth mental health assessments to screen participants for the mental health court. These assessments will be done through an outside contractor. The grant application was submitted February 10th, 2022.

No match is required

Attachments
Hays County Mental Health Court

Print This Page

Agency Name: Hays County
Grant/App: 4451501 **Start Date:** 9/1/2022 **End Date:** 8/31/2023

Project Title: Hays County Mental Health Court
Status: Application Pending Submission

Narrative Information

Introduction

The purpose of this funding is to support specialty court programs as defined in Chapter 121 and Chapter 129 of the Texas Government Code.

The funding announcement, located on the eGrants Calendar page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's eGrants User Guide to Creating an Application guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the PSO Resource for Applicants and Grantees webpage.

Program-Specific Questions

Specialty Courts - Participant Fees
Does this specialty court collect participant fees pursuant to Sec. 123.004 of the Texas Government Code?
_ Yes
X No

If yes, what is the current dollar amount charged to participants?
0
In the last fiscal year, how many participants were charged a fee?
0
Of those participants charged, how many paid the fee?
0

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems
Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Twelve-Step Programs

Grant funds may not be used to support or directly fund programs such as the Twelve Step Program which courts have ruled are inherently religious. OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Specialty Court Certifications

If the applicant is a specialty court operated under Ch. 121 of the Texas Government Code, the following certifications apply:

1. The specialty court will develop and maintain written policies and procedures for the operation of the program.
2. The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to PSO.

Adoption of Adult Drug Court Best Practice Standards

Applicants operating an adult drug court certify that they are working towards full compliance with and adoption of Vol. I & II of the Adult Drug Court Best Practice Standards.

Adoption of Family Drug Court Best Practice Standards

Applicants operating a family drug court certify that they are working towards full compliance with and adoption of the Family Treatment Court Best Practice Standards.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2023 or the end of the grant period, whichever is later.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Shari Miller

Enter the Address for the Civil Rights Liaison:

712 S. Stagecoach Trail, Suite 1063 San Marcos, TX 78666

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

(512) 393-2245

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

Hays County approved the formation of a mental health court in 2019 and plans to begin seeing cases during 2022. The Mental Health Court will seek to serve those with mental illness who have committed offenses by addressing their medical needs, alleviating pressure on the criminal justice system. The specialty court will place qualified individuals in a court-monitored program rather than incarcerating them that will allow them to participate in a treatment based probation program depending on the offense committed. This system prevents the court dockets from becoming bogged down with those who would be better served by treatment for their mental illness rather than incarceration.

Problem Statement :

Research shows that those with an untreated or undetected mental illness are more likely to be involved in the criminal justice system. The Hays County jail often sees offenders with untreated mental illnesses that factor into them becoming repeat offenders. At the time of booking, every offender is given an assessment. If the results of that assessment indicate there may be a mental health problem, a mental health assessment will be performed. At this time it may be determined that the offender would be a good fit for the mental health court.

Supporting Data :

In 2021, there was a total of 6,303 people booked into the Hays County jail. During that time period 1,896 mental health assessments were conducted on criminal defendants and a total of 42 defendants were determined to be incompetent to stand trial.

Project Approach & Activities:

After a secondary in-depth mental health assessment is conducted and a defendant is determined to be a good fit for the program, they will be funneled into the mental health court. The participant has to submit a guilty plea in order to participate in the program. The participant will then work with the court to create a treatment plan that will allow them to suceed.

Capacity & Capabilities:
Hays County began to plan for the mental health court in 2020 and will begin seeing cases in 2022. The court will be run by the County Court at Law #3 seat. The court will contract with an outside contractor to help manage cases and create treatment plans for defendants.

Performance Management :

The court will seek to serve 40 cases in its first year. The court will seek to have at least 75% of these cases complete the program. Cases will be tracked through the Hays County Courts' system.

Target Group :

The group that benefits from this project would be defendants who qualify for mental health court services in Hays County.

Evidence-Based Practices:

In late 2021, Travis County had 210 defendants on their rolls. Of those 210, 140 were able to stand trial in the mental health court. Per section 125.005 of the Texas Government Code, counties with more than 200,000 must establish a mental health court. In 2019, Hays County had 230,191 residents.

You are logged in as User Name: scorprew

Print This Page

Agency Name: Hays County
Grant/App: 4451501 **Start Date:** 9/1/2022 **End Date:** 8/31/2023

Project Title: Hays County Mental Health Court
Status: Application Pending Submission

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Specialty Court - Mental Health	100.00	Hays County will establish a mental health court that will seek to serve 40 people per year. The selected defendants will be people who are deemed unfit to sit trial.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION

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Agency Name: Hays County
Grant/App: 4451501 **Start Date:** 9/1/2022 **End Date:** 8/31/2023

Project Title: Hays County Mental Health Court
Status: Application Pending Submission

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of carry-over individuals participating.	40
Number of individuals NEWLY participating.	40

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of individuals who will successfully complete the program.	30

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

You are logged in as User Name: scorprew

Print This Page

Agency Name: Hays County
Grant/App: 4451501 **Start Date:** 9/1/2022 **End Date:** 8/31/2023

Project Title: Hays County Mental Health Court
Status: Application Pending Submission

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Mental Health Assessment Services	In-Depth mental health assessments to screen possible court participants.	$11,400.00	$0.00	$0.00	$0.00	$11,400.00	0

You are logged in as User Name: scorprew

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute the First Contract Amendment to a Professional Services Agreement between Hays County and Tania Glenn and Associates, PA executed on or about January 26, 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	

LINE ITEM NUMBER

001-618-03.5448
001-618-00.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

On January 26, 2021, the Commissioners Court executed a Professional Services Agreement between Hays County and Tania Glenn & Associates, PA for counseling services for the Hays County Jail.

Tania Glenn & Associates, PA is requesting a price increase. The proposed increase is $90.00 per hour, which is a $20.00 increase.

Attached:
Amendment 1 to Tania Glenn & Associates, PA Professional Services Agreement

First Amendment to the Professional Services Agreement with Tania Glenn & Associates, PA

1. This First Amendment to the Professional Services Agreement with Tania Glenn & Associates, PA (the "First Amendment"), attached as *Exhibit "A"* and executed January 26, 2021, is made this 15th day of February 2022, by and between Hays County, Texas ("County") and Tania Glenn & Associates, PA ("Contractor"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. The Pricing section of the Scope of Work & Rates shall be amended as follows (strikethrough language is to be omitted and underlined language is to be added), and effective February 15, 2022:

Pricing

Annual Estimations and Projections subject to consideration by The Hays County Sheriff's Office.

Trauma and Work-Related Counseling, Crisis Response and Training	**Phone Consultation and Treatment in TGA Offices**
~~$70.00~~ $90.00 per hour	~~$70.00~~ $90.00 per hour

3. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

TANIA GLENN & ASSOCIATES, PA

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine Cardenas
Hays County Clerk

Exhibit A
Tania Glenn & Associates, PA

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Tania Glenn & Associates, PA** (hereinafter "Contractor"), whose primary place of business is located at 1001 Cypress Creek Rd. Suite 403, Cedar Park, TX 78613, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the 1st day of October, 2020 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW
Provides support and training, including assessments of and other therapies with First Responders employed by Hays County after and as a result of critical incidents and as requested by the Hays County Sheriff. Training topics include Peer Support, Post-traumatic Stress Disorder, suicide prevention for first responders., trauma and resilience, and other related topics.

2. SERVICES
Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Julie Villalpando and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit "A", and any subsections of Exhibit "A", if as and when they are attached hereto and signed by the parties (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "B"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS
Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit "B", attached hereto.

4. DURATION
The parties agree that the Work shall be completed on September 30, 2021. This Agreement shall automatically renew on an annual basis on October 1st of each year thereafter for a total number of four (4) one-year renewals, ending on September 30, 2025 (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION
Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "A." Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed twelve thousand dollars ($12,000 USD)

per fiscal year for the Work under this Agreement.

6. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

7. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; <judge.becerra@co.hays.tx.us>.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "C". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address: Office of General Counsel, Hays County Courthouse, 111 East San Antonio, Suite 202, San Marcos, Texas 78666.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS
This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS
The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY
Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE
THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT
Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT
Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT
This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT
Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY
This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this

Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County, Texas

By: Ruben Becerra
Hays County Judge

Tania Glenn & Associates

By: Tania Glenn, PsyD, LCSW
Owner

EXHIBIT A

Scope of Work & Rates

Company Background

Tania Glenn and Associates is a clinical practice dedicated to serving the mental health needs of the military, public safety and aviation communities through the use of effective, appropriate and proven interventions. It is the philosophy of Tania Glenn and Associates to treat all clients with dignity and respect, and to work as diligently as possible to assist our clients in achieving their desired outcomes. Our goal is to find and build on individual strengths while challenging our clients to work on aspects of their lives they want to change, and to challenge themselves to bring about and adhere to this change.

The **Trauma Defense Team (TDT)** of Tania Glenn & Associates, PA is dedicated to assisting your workplace environment in dealing with extremely stressful or traumatic events. From preparation to interventions and follow-up care for major incidents, traumatic events and crises, this program is designed to mitigate stressful incidents in order to minimize the damaging effects they can have on personnel and workplace environments. The TDT provides a number of services, including:

- Pre-incident inoculation for individuals, groups and organizations to prepare for possible incidents. This training focuses on building individual and organizational resilience through assessment of strengths and liabilities, and by promoting change to create a healthy individuals, environments and cultures.
- Review of emergency response policies and procedures. Having the correct plan of action and referral base is vital to any organization's ability to handle a traumatic event. Through review and revision of policy, the Trauma Defense Team of Tania Glenn & Associates can assist your organization prepare for any worst-case scenarios.
- Ongoing care and resolution for first responders who are experiencing Post- Traumatic Stress, burnout, compassion fatigue and performance issues.
- Crisis Response and Follow-up. The professionals at Tania Glenn & Associates are fully trained and equipped to help individuals and organizations through traumatic and stressful events. Whether a crisis is ongoing or resolved, the Trauma Defense Team is equipped to provide compassionate and timely care without interfering with ongoing operations and without making individuals feel targeted, alienated or discomfited. The ability to provide the appropriate interventions at the right time to the right group is the key to success. This is the distinguishing quality of the Trauma Defense Team.

Proposal Overview

This proposal outlines the creation and coordination of a relationship between an outside clinical advisor (Tania Glenn, PsyD, LCSW, CCTP) and The Hays County Sheriff's Office. The role of the clinical advisor would be to provide necessary education and traumatic event response for both groups and individuals within the organization.

Background

General History

Occasionally in the line of duty, first responders encounter events that are not considered within the normal scope of our day-to-day duties. Sometimes these types of events touch their lives in ways that they do not expect, and personnel are left with the lasting impact (both negative and positive) that shapes their professional and sometimes personal lives.

These types of events are called critical incidents – they are sudden, extreme, and can overwhelm the usual coping mechanisms of those dedicated to serve. At any given point, even the most experienced and seasoned emergency personnel can be affected by an incident. This is because it is human nature to have a coping capacity or threshold, beyond which a person no longer tolerates stress in a productive manner.
Over time, one's definition of a critical incident can change or evolve as he or she grows and experiences life. In other words, events that didn't affect someone at age 22 might really bother the same person at age 32, 42 or 52.

The most debilitating type of critical incident is obviously a line of duty death. The range and type of impact that this has on pilots is powerful and very painful. In addition to a line of duty death, many employees are also impacted by the suicide of a coworker, injuries to coworkers, the death of a child, mass casualty incidents, events with known victims, the accidental wounding or killing of a citizen and any other event which is unusual and outside the range of what is considered "normal."

Some common reactions to critical incidents include nausea, vomiting, diarrhea, pupil dilation, headaches, indigestion, tremors, muscle aches, increased smoking, insomnia, nightmares, social isolation, anger, depression, an increased startle response, restlessness, increased use of alcohol, and many others. These reactions can be confusing and quite unsettling to affected personnel. Once these reactions are normalized through training, employees typically know how to manage these reactions and prevent them in the future.

The other area of concern in the aftermath of a major incident is the impact on the workplace, which often serves as a reminder for what has occurred. Employees may sometimes manifest their ongoing issues with an event by behaving in was that are different. Management is often left wondering why a previously stellar performer is now behaving negatively or displaying a problematic attitude. Through understanding the

effects of a trauma on employees and by proactively addressing the effects of an incident on both the individual and company levels, leadership is able to get ahead of the curve and prevent ongoing negative ripple effects of an incident. This, of course, takes training and education, along with the ability to tap into resources to guide management through this process.

Training and Intervention Elements

Training shall consist of:

- Types of stress
- Effects of stress
- Stress management strategies
- Methods for coping in the aftermath of a critical incident – at individual, team and department levels
- Compassion fatigue and burnout
- Advanced training on Posttraumatic Stress Disorder
- Resilience
- Peer Support (if requested)

Interventions shall consist of:

- Individual therapy related to workplace trauma, burnout, anxiety and other line of duty related challenges
- Group briefings – each case is incident specific and carefully triaged to provide the correct service to the appropriate employees at the right time

Pricing

Annual Estimations and Projections subject to consideration by The Hays County Sheriff's Office.

Trauma and Work-Related Counseling, crisis response and training	Phone Consultation and treatment in TGA offices
$70.00 per hour	$70.00 per hour

-- EXHIBIT B --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B._____

C._____

D._____

E._____

F._____

G._____

H._____

I._____

J._____

K._____

L._____

EXHIBIT C

Certificate of Insurance

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a Public Water Line Easement agreement between Hays County and the City of San Marcos related to utilities located upon Hays County-owned property on Uhland Road in Precinct 1.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

This agreement allows for an additional 401 square feet Public Utility Easement at the Law Enforcement Center.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CITY OF SAN MARCOS PUBLIC WATER LINE EASEMENT

Date: February 3, 2022

Grantor: HAYS COUNTY, TEXAS

Grantor's Address: 712 S. STAGECOACH TRAIL

Grantee: City of San Marcos, Texas, a home rule municipal corporation

Grantees' Address: 630 East Hopkins, San Marcos, Hays County, Texas 78666

Consideration: Ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged.

Easement Area: Being a 0.0092 acre [401 square feet] water easement, as more fully described by metes and bounds in the attached Exhibit "A," made a part hereof for all purposes.

Grant of Easement:

Grantor, for the Consideration, grants, sells and conveys to the Grantee a perpetual and exclusive easement and right-of-way within, across, through and over the Easement Area for the purposes of constructing, laying, installing, reconstructing, replacing, repairing, operating and maintaining one or more water lines, and related valves, manholes, connections, controls, monitoring devices, and other associated equipment and appurtenances (the "Public Water Facilities"), together with a right of ingress and egress at all times to, across, over and within the Easement Area for these purposes, to have and to hold this easement to Grantee and Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend this easement and the rights and premises granted herein to Grantee and Grantee's successors and assigns against every person whomever lawfully claiming or to claim the same or any part thereof.

The Grantor covenants for itself and its successors and assigns, not to place or maintain any building, structure, or any other obstruction on or within the Easement Area, or to use the surface of the Easement Area for any purpose that would interfere with or prevent the use by Grantee of the Easement Area for the purposes set forth herein without the consent of Grantee. Grantee shall have the right to remove any building, structure or other improvements in the Easement Area to which it has not consented.

Grantee shall have the right to cut, trim, and control the growth of trees and other vegetation and to remove or alleviate other such obstructions on and in the Easement Area which interfere with

or threatens the operation and maintenance of the Public Water Facilities without payment to the Grantor.

Grantor acknowledges that any and all Public Water Facilities in the Easement Area shall remain the property of Grantee.

Grantor acknowledges that this easement may be freely assigned, in whole or in part, by Grantee.

Grantor expressly subordinates all rights of surface use of the Easement Area incident to the mineral estate to the above described uses of said surface by Grantee and agrees to any lien holder subordinations as may be requested by Grantee.

If any clause, sentence, paragraph or article of this easement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not be deemed to impair, invalidate, or nullify the remainder of this easement if the easement can be given effect without the invalid portion. To this extent, the provisions of this easement are declared to be severable.

When the context requires, singular nouns and pronouns include the plural.

[SIGNATURES ON NEXT PAGE]

GRANTOR: HAYS COUNTY, TEXAS

By: _____
[***NAME AND TITLE***]

ACKNOWLEDGMENT

The State of TEXAS §
§
County of HAYS §

This instrument was acknowledged before me on this _____ day of_____, 2022

by_____

_____
Notary Public, State of _____

ACCEPTED BY GRANTEE:

CITY OF SAN MARCOS

By: _____
Cory Lime
Real Estate Manager
Engineering / Capital Improvements
City of San Marcos

ACKNOWLEDGMENT

The State of Texas §
§
County of Hays §

This instrument was acknowledged before me on _____ by Cory Lime, Real Estate Manager, Engineering/Capital Improvements, City of San Marcos, in such capacity on behalf of said entity.

_____
Notary Public, State of Texas

DOUCET

7401B Highway 71 West, Suite 160, Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

"Exhibit "--A--"

Hays County Jail
Hays County, Texas

D&A Job No. 1654-001
January 28, 2022

DESCRIPTION
For a 0.0092 Acre [401 SQ. FT.]
Water Easement

BEING A 0.0092-ACRE [401 SQUARE FEET] WATER EASEMENT OUT OF THE JUAN MARTIN VERAMENDI SURVEY, ABSTRACT NUMBER 17, HAYS COUNTY, TEXAS, SAID EASEMENT BEING OUT OF LOT 1 OF THE HAYS COUNTY LAW ENFORCEMENT CENTER ADDITION, AS RECORDED IN VOLUME 7, PAGE 93 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS [P.R.H.C.T.], SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found on the north line of said Lot 1, same being the southeast corner of a portion of Lot 12, Block 1, Fairlawn Addition, being that same tract recorded in Volume 3308, Page 729 of the Official Public Records of Hays County, Texas [O.P.R.H.C.T.];

THENCE S22°58'17"E, over and across said Lot 1, a distance of 45.75 feet to a calculated point for the **POINT OF BEGINNING**, same point being on the west line of an existing 15-foot wide waterline easement as shown on the plat recorded in said Volume 7, Page 93 [P.R.T.C.T.] and for the northeast corner of the easement described herein;

THENCE S12°49'40"W, with the west line of said existing waterline easement, a distance of 15.05 feet to a calculated point for the southeast corner the easement described herein;

THENCE continuing over and across said Lot 1 the following three (3) courses and distances:

1) N72°42'12"W, a distance of 27.31 feet to a calculated point,

2) N17°19'50"E, a distance of 15.00 feet to a calculated point, and

3) S72°42'12"E, a distance of 26.13 feet to the **POINT OF BEGINNING** and containing 0.0092 acre [401 square feet].

Notes:
Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are grid values.
Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

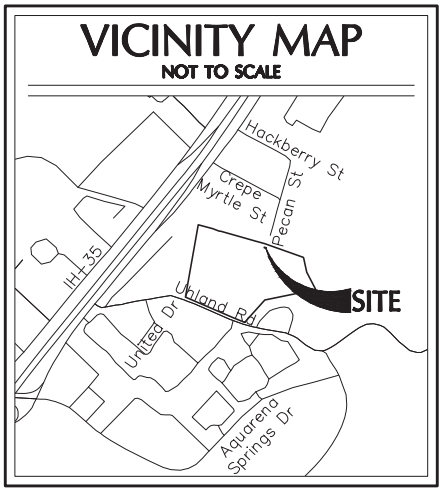
I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.

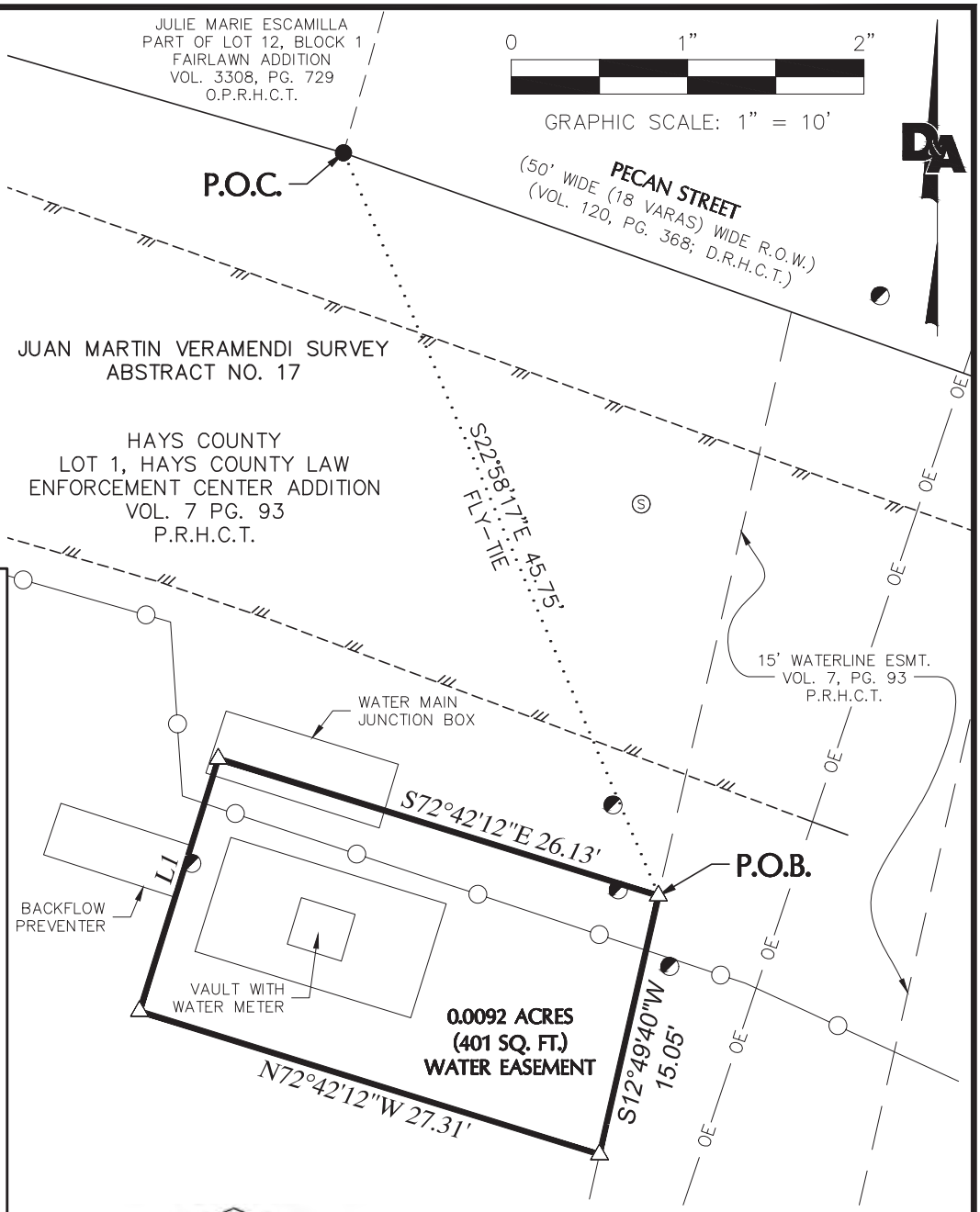
01/28/2022

Christopher W. Terry — Date
Registered Professional Land Surveyor
Texas Registration No. 6649
Doucet & Associates
CTerry@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

STATE OF TEXAS
REGISTERED
CHRISTOPHER W TERRY
6649
PROFESSIONAL
LAND SURVEYOR

COMMITMENT YOU EXPECT | EXPERIENCE YOU NEED | PEOPLE YOU TRUST





LEGEND

	SUBJECT EASEMENT
	EXISTING PROPERTY LINE
	EXISTING EASEMENT
	ADJOINER PROPERTY LINE
OE	OVERHEAD ELECTRIC
X	EXISTING WIRE FENCE
	EXISTING WIRE FENCE
	EDGE OF PAVEMENT
	1/2" IRON ROD FOUND
	FIRE HYDRANT
	WATER VALVE
	STORM SEWER MANHOLE
	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS, HAYS COUNTY, TEXAS

I, CHRISTOPHER W. TERRY, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

01/28/2022

CHRISTOPHER W. TERRY — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6649
DOUCET & ASSOCIATES, INC.
CTERRY@DOUCETENGINEERS.COM

STATE OF TEXAS
REGISTERED
CHRISTOPHER W TERRY
6649
PROFESSIONAL
LAND SURVEYOR

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N17°19'50"E	15.00'

CONTROL NOTE:
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES.
UNITS: US SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

0.0092 ACRE (401 SQUARE FEET) WATER EASEMENT EXHIBIT

CITY OF SAN MARCOS, HAYS COUNTY, TEXAS

DOUCET
Civil Engineering // Entitlements // Geospatial
7401 B. Highway 71 W, Ste. 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPE Firm Number: 3937
TBPELS Firm Number: 10105800

Date:	01/28/2022
Scale:	1" = 10'
Drawn by:	JWF
Reviewer:	CWT
Project:	1606-002/1654-001
Sheet:	2 OF 2
Field Book:	543
Party Chief:	ADM
Survey Date:	12/02/2021

X:\Departments\Geospatial\Projects\1654-001 Hays Co PSB & Jail Sites\CADD\dwg\Working\1654-001 - 0.0092AC ESMT - Grid.dwg

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Juvenile Probation Department to accept an additional $4,348.00 in grant funding from the Texas Juvenile Justice Department (TJJD) State Aid Grant and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	N/A

LINE ITEM NUMBER

001-686-99-027]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Lisa Day	BECERRA	N/A

SUMMARY

The Texas Juvenile Justice Department awarded the Hays County Juvenile Probation Department an additional $4,348 for expenses related to secure post adjudication contracts. No County matching funds are required.

Attachment: Grant Notice

Budget Amendment:
Increase .4301 Intergovernmental Revenue
Increase .5448 Contract Services

From: Tonya Gonzalez <Tonya.Gonzalez@tjjd.texas.gov>
Sent: Saturday, January 29, 2022 2:02 PM
To: Lisa Day <lisa@co.hays.tx.us>
Cc: Tonya Gonzalez <Tonya.Gonzalez@tjjd.texas.gov>
Subject: HAYS Grant Allocation Update for Fiscal Year 2022

There has been an adjustment to Grant Allocation(s) for your county. Please review and adjust accordingly before you submit your budget application.

Grant A has changed from $812,158.00 to $816,506.00 a difference of $4,348.00 – S&E Funding

Best regards,
Grant Manager
Texas Juvenile Justice Department
11209 Metric Boulevard
Austin, TX 78758
Phone: (512) 490-7977
Fax: 512-490-7252
Email: grants@tjjd.texas.gov

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 Card Service Center in the amount of $90.67 for accrued fees related to lost payments not applied to credit card accounts.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	N/A

LINE ITEM NUMBER

001-645-00.5399

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	INGALSBE	N/A

SUMMARY

The Auditor's Office is requesting authorization to remit payment to Card Service Center for accrued late fees and interest charges. Two county issued credits cards received these accrued fees on the last statement due to lost payments not being applied. Hays County had made payment and issued checks for the balances; however, the checks were lost in the mail and did not get applied to the accounts. The Auditor & Treasurer Offices attempted to have the accrued fees removed from the account, however, the credit cards are issued through a third party separate from our bank depository and were unsuccessful in our attempts.

Potential funding source: County Wide Contingencies

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 purchase of professional services for the Development Services Department relating to the installation and configuration of Esri ArcGIS software and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	$6,700.00

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
PACHECO	BECERRA	N/A

SUMMARY

The Development Services Department is requesting approval to purchase professional services to assist with upgrading the current server hardware with the latest software from Esri. Funds were budgeted and approved with the FY22 budgeting process. However the cost of services have slightly increased from that time, and an updated quote was submitted.

Funds have been identified within the budget to cover the cost of the services.

Budget Amendment:
Increase 001-657-99.5712_400 Computer Equipment Operating - $300.00
Decrease 001-657-99.5211 Office Supplies - $300.00

Quotation # Q-463680

Date: February 11, 2022

Customer # 15381 **Contract #**

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 **Fax: (909) 307-3049**
DUNS Number: 06-313-4175 **CAGE Code: 0AMS3**

County of Hays
Development Services Dept
2171 Yarrington Rd Ste 100
Kyle, TX 78640-6657

ATTENTION: Stephen Floyd
PHONE: (512) 393-2160
EMAIL: stevef@co.hays.tx.us

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/11/2022 To: 5/12/2022

Material	Qty	Unit Price	Total
158344	1	$6,700.00	$6,700.00

Platform Engineer Service Retainer Package provides the Customer a choice of one of two options: 1) up to 20 hours of remote consulting; or 2) one day of onsite consulting support from a U.S. based Esri platform engineer. Technical topics may include assisting with installation and configuration of ArcGIS software, defining information products, ArcGIS organization configuration, workflows using ArcGIS Desktop, ArcGIS Pro, and Esri Apps, Map and App configuration, and general “best practices” knowledge transfer for components of the ArcGIS Platform. For specific ArcGIS Solutions see additional detail in the activity description attached to this quote or provided separately. Prior to the start of the engagement, the Customer will be contacted by an Esri representative to determine requirements and whether remote or on-site support is requested. If the Customer selects the remote consulting option, the Esri representative will assign a technical consultant to work with the Customer for the duration of the allotted hours. If the Customer selects the on-site consulting option, the Esri representative will work with the Customer to define expectations and then schedule a mutually agreed upon date for the onsite engagement. Scheduling will be based on resource availability. The consulting support provided under this Professional Service Package must be expended within a period of twelve (12) months from when valid Purchase Order is received. On-site support will be provided at a mutually agreed upon customer location during one trip within the United States. The Esri Professional Service Packages terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at https://www.esri.com/en-us/legal/terms/services/. All travel specified in this quote is subject to Esri’s business continuity measures regarding COVID-19, including the most current Federal, State, and Local Government restrictions and Centers for Disease Control and Prevention (CDC) travel advisory recommendations. All proposed project schedules are tentative and will be adjusted based on the most current COVID-19 information available, and mutual agreement of the parties.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Phillip White	pwhite@esri.com	(909) 793-2853 x5803

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri’s standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri’s GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri’s offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

WHITEP **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-463680

Date: February 11, 2022

Customer # 15381 **Contract #**

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 **Fax: (909) 307-3049**
DUNS Number: 06-313-4175 **CAGE Code: 0AMS3**

County of Hays
Development Services Dept
2171 Yarrington Rd Ste 100
Kyle, TX 78640-6657

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/11/2022 To: 5/12/2022

ATTENTION: Stephen Floyd
PHONE: (512) 393-2160
EMAIL: stevef@co.hays.tx.us

Subtotal:	$6,700.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$6,700.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Phillip White	pwhite@esri.com	(909) 793-2853 x5803

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

WHITEP **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Professional Service Packages Requirements

The requirements for using Esri Professional Service Packages are described below; see corresponding footnotes in parentheses for specific descriptions.

Enterprise Consulting Services

- Capacity Planning (2, 25)
- Enterprise GIS Health Check (1, 13, 14, 23, 25)

Jumpstart Services

- ArcGIS Data Reviewer Jumpstart (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 17, 20)
- ArcGIS Enterprise Jumpstart—Basic (1, 8, 13, 14, 19, 22, 30)
- ArcGIS Enterprise Jumpstart—Standard (1, 8, 13, 14, 19, 22, 30)
- ArcGIS Enterprise Jumpstart—Advanced (1, 8, 13, 14, 19, 22, 30)
- ArcGIS Aviation Charting Jumpstart (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 20)
- ArcGIS Maritime Jumpstart (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 20)
- ArcGIS Image Server Jumpstart (1, 7, 8, 13, 14, 19, 22)
- ArcGIS GeoEvent Server Jumpstart (1, 8, 13, 14, 19, 22, 32, 33)
- ArcGIS Monitor Jumpstart (1, 5, 8, 12, 19, 23)
- ArcGIS Workflow Manager Jumpstart (1, 3, 4, 5, 6, 7, 8, 9, 10, 12, 16, 18, 20, 26)
- ArcGIS Data Appliance Jumpstart (1, 8. 13, 22, 28)
- ArcGIS Data Appliance and ArcGIS Enterprise Bundle Jumpstart (1, 8, 13, 22, 28)
- ArcGIS Defense Mapping Jumpstart (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 20)
- Esri Geoportal Server Jumpstart—3 Days (1, 8, 13, 19, 21, 27)
- Esri Geoportal Server Jumpstart—5 Days (1, 8, 13, 19, 21, 27)
- ArcGIS Production Mapping Jumpstart (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 20)

Launch Kits

- 3D Launch Kit (1, 20, 34)
- AEC Project Delivery Launch Kit—Basic (1, 13, 14, 23, 31, 35)
- AEC Project Delivery Launch Kit—Standard (1, 13, 14, 23, 31, 35)
- ArcGIS Hub Launch Kit (1, 5, 14, 26, 36, 37, 38)
- ArcGIS Urban Launch Kit (2, 20, 34)
- Emergency Management Operations Launch Kit (1, 2, 34)
- Market Planning Launch Kit—Basic (1, 13, 14)
- Market Planning Launch Kit—Advanced (1, 13, 14)
- Web GIS Launch Kit (1, 13, 14, 22)
- Web Maps and Apps Launch Kit (1, 13, 14, 22)

Remote Support

- AEC Project Delivery Remote Support (2, 23, 35)
- ArcGIS Monitor Remote Consulting Services—20 Hours (2, 12, 23)
- Remote Support for Esri Geoportal Server—20 Hours (2, 23, 24)
- UI/UX Expert Review—20 Hours (2, 23)

Retainers

- Business Consultant Service Retainer Package (1, 2, 20, 23)
- Developer Service Retainer Package (1, 2, 20, 23)
- Geodatabase Administrator Services Retainer Package (1, 2, 20, 23)
- Geospatial Analyst Service Retainer Package (1, 2, 20, 23)
- Platform Engineer Service Retainer Package (1, 2, 20, 23)

Workshop Services

- ArcGIS Data Reviewer Workshop (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 17, 20)
- ArcGIS Aviation Charting Workshop (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 20)
- ArcGIS Maritime Workshop (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 20)
- ArcGIS Workflow Manager Workshop (2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 18, 20, 26)
- ArcGIS Defense Mapping Workshop (1, 3, 4, 5, 6, 7, 8, 10, 11, 12, 15, 20)
- ArcGIS Production Mapping Workshop (1, 3, 4, 5, 6, 7, 8, 10, 11, 12, 15, 20)
- Water Outage Solution Workshop (1, 2, 13, 23)

1. On-site support days shall be limited to no more than 8 working hours per day and performed on consecutive business days.
2. Remote Support may be scheduled between 5:00 a.m. and 5:00 p.m. (Pacific time), Monday through Friday, excluding Esri holidays.
3. Workshop shall be limited to no more than 12 Customer participants.
4. If it is determined that customer data will be integrated into the workshop/package, the data will be made available to Esri at least 10 business days prior to the workshop/package.
5. A computer projection system for PowerPoint presentations with a minimum resolution of 1024 x 768 is required.
6. It is the responsibility of the Customer to ensure that the computers and related space/equipment needed for the workshop are provided. Minimum computer requirements are as follows: Windows 7+, 2.0 GHz CPU, 4 GB RAM (8 GB recommended), 1024 x 768 or higher screen resolution, and adequate hard drive space for installation of the workshop data.
7. The location of the ArcGIS license (whether local or on a server) will affect student workspace environment setup. For optimal performance, it is recommended that ArcGIS Desktop be installed on each machine.
8. Customer will download installation files and ECP files and any necessary major updates for all applicable software from https://my.esri.com prior to the arrival of the Esri consultant.
9. ArcGIS Desktop (Advanced license level) and the most recent major updates must be installed.
10. Esri consultant requires administrative access to all workshop machines.
11. Workshop participant prerequisites will vary, depending on the topics. At a minimum, the participants should have taken ArcGIS 1: Introduction to GIS and ArcGIS 2: Essential Workflows or have equivalent knowledge/exposure to ArcGIS software.
12. Version 10.2, or higher, and the most recent major updates for the product in the package title should be installed.
13. The Esri consultant will require remote access to servers via Remote Desktop or Secure Socket Shell (SSH); access to user accounts with administrative privileges on any servers where software will be installed; and administrative access to any RDBMS used as an ArcGIS Enterprise geodatabase.
14. Customer will complete the previsit questionnaire and submit it to Esri prior to scheduling the on-site visit.
15. For information regarding system requirements, please see https://desktop.arcgis.com/en/arcmap/latest/install/mapping-charting/mapping-and-charting-solutions-system-requirements.htm.
16. The specific breakdown of hands-on training days and Customer-directed assistance days will be determined at least 10 business days prior to the Jumpstart.
17. Workshop setup documents and temporary licenses can be provided. For more information, please see https://desktop.arcgis.com/en/arcmap/latest/install/data-reviewer/arcgis-data-reviewer-for-desktop-system-requirements.htm for specific information regarding ArcGIS Data Reviewer system requirements.
18. For more information, please see https://desktop.arcgis.com/en/arcmap/latest/install/workflow-manager/arcgis-workflow-manager-for-desktop-and-server-system-requirements.htm for specific information regarding ArcGIS Workflow Manager system requirements.
19. Target installation servers should have applicable operating systems, databases, and patches installed and connected to the network prior to the on-site visit. For ArcGIS Enterprise system requirements, please see https://enterprise.arcgis.com/en/system-requirements/latest/windows/arcgis-enterprise-overall-system-requirements.htm.
20. Customer will not provide the Esri consultant the following:
    a. Information, data, or technology controlled for export under the International Traffic in Arms Regulations (ITAR);
    b. Unclassified controlled technical information (UCTI) or Covered Defense Information (CDI) under DFARS 204.7300 (252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting); and
    c. Protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA).
21. Jumpstart services participants should have prior experience with software installation, configuration, and operations in the Customer's environment. Jumpstart services facilities, including desktop workstations for each participant, should be set up prior to Esri staff arrival, per mutually agreed-upon specifications.
22. ArcGIS Desktop (Standard or Advanced) is required to support testing, configuration, administrative, and technology transfer tasks, in addition to geodatabase administration and data loading.
23. Customers must be current on maintenance of the product.
24. Topics must be related to Esri Geoportal Server.
25. This service will be conducted in a production environment. Consulting support for designing, installing, configuring, and performance and scalability testing of Esri products is outside the scope for this Service Package.

26. Workshop participant prerequisites will vary, depending on the topics. At a minimum, the participants should have taken ArcGIS 1: Introduction to GIS or have equivalent knowledge of/exposure to ArcGIS software.
27. For a full list of the Esri Geoportal Server system requirements, please see https://github.com/Esri/geoportal-server/wiki/Preinstallation-1.2.9.
28. Customer will connect Data Appliance for ArcGIS to the customer IT environment (and the server loaded with the ArcGIS Server software, if applicable), assign Data Appliance for ArcGIS an IP address, and place Data Appliance for ArcGIS into the same domain as the Customer's ArcGIS Enterprise system prior to the on-site arrival of the Esri consultant.
29. Topics covered must be related to the Esri Professional Service Package purchased with the remote support hours.
30. Design is limited to an MS Visio or PDF diagram with high-level details of a single ArcGIS environment and basic sizing estimates for component servers.
31. The Esri foundational apps covered can include ArcGIS Web AppBuilder, ArcGIS StoryMaps, ArcGIS Open Data, configurable app templates, ArcGIS Dashboards, ArcGIS for Office, ArcGIS Collector, ArcGIS Explorer, ArcGIS Workforce, or ArcGIS Survey123.
32. Customer is required to have an existing ArcGIS Enterprise implementation with the following components installed and configured prior to start of services: ArcGIS Server, Portal for ArcGIS, and the ArcGIS Data Store.
33. GeoEvent Server connectors covered in the ArcGIS GeoEvent Server Jumpstart include connectors that are provided with the product and connectors that are developed by the Esri GeoEvent team listed in the ArcGIS GeoEvent Gallery.
34. Specific requirements for participants, software, data, and meeting facilities will be provided by the Esri consultant prior to scheduling of the work.
35. ArcGIS Pro or ArcGIS Notebook Server is required.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a Contract Amendment with Waste Connections Lone Star, Inc. pursuant to IFB 2021-B12 Countywide Dumpsters.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Tammy Crumley	BECERRA	N/A

SUMMARY

On January 18, 2022, the Commissioners Court executed Amendment 1 with Waste Connections Lone Star, Inc. pursuant to IFB 2021-B12 Countywide Dumpsters, adding the Precinct 4 Office in Dripping Springs to the contract.

The Precinct 4 Office is within the City of Dripping Springs city limits and is included in the City of Dripping Springs Franchise Agreement.

Attached:
Amendment 2 to Contract: Waste Connections Lone Star, Inc.

Second Amendment to the Countywide Dumpster Contract (IFB 2021-B12 Countywide Dumpster Contract)

1. This Second Amendment to the Countywide Dumpster Contract (the "Second Amendment"), attached as *Exhibit "A"* and executed December 7, 2021, is made this 15th day of February 2022, by and between **Hays County, Texas ("Client")** and **Waste Connections Lone Star, Inc. ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. The First Amendment to the Countywide Dumpster Contract, executed January 18, 2022 and attached as *Exhibit "B,"* added two additional locations to the original contract (the Precinct 4 Building and the Election Building); however, one of those additional locations (the Precinct 4 Building) shall now be removed.

3. Therefore, the Locations under Section III. Specifications shall be reflected as follows, effective February 15, 2022:

Locations:

5 Mile Dam	4440 Old Stagecoach Road, San Marcos, TX
Government Center	712 S. Stagecoach Trail, San Marcos, TX
Jacobs Well Natural Area	1699 Mt. Sharp Road, Wimberley, TX
Jail	1307 Uhland Road, San Marcos, TX
Juvenile Detention Center	2250 Clovis Barker Lane, San Marcos, TX
Precinct 1 Road Department	1101Civic Center Loop, San Marcos, TX
Precinct 2 Offices	5458 FM 2770, Kyle, TX
Precinct 3 Offices	200 Stillwater Circle, Wimberley, TX
Precinct 4 Road Department (Barn)	20290 FM 150 West, Driftwood, TX
Public Safety Building	801 S. Stagecoach Trail, San Marcos, TX
Road Department	2171 Yarrington Road, San Marcos, TX
San Marcos Health Department	401-A Broadway Street, San Marcos, TX
WIC Building	150 E. Lockhart Street, Kyle, TX
Election Building	120 Stagecoach Trail, San Marcos, TX

4. Except for the above modifications set forth in this Second Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

WASTE CONNECTIONS LONE STAR, INC.

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine Cardenas
Hays County Clerk

Exhibit A
IFB 2021-B12 Countywide Dumpsters Contract

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

Solicitation No.: IFB 2021-B12 **Countywide Dumpsters**	**Date Issued: July 29, 2021**

SOLICITATION

Respondents must submit proposals as listed: one (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct until:
1:00 p.m. local time August 19, 2021.
Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing@co.hays.tx.us	Questions concerning this IFB must be received in writing no later than 5:00 on August 11, 2021.	Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:	Waste Connections Lone Star, Inc.	Name:	Alex Cantu
Mailing Address:	2010 W Interstate 10 Frontage Rd. Seguin, TX 78155	Title:	District Controller
		Email Address:	alex.cantu@wasteconnections.com
		Phone No.:	(504) 481-8979
Signature:		Date:	08/17/21
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Alex Cantu (504) 481-8979 alex.cantu@wasteconnections.com		

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount: $88,159.80
Vendor: U827	Per bid form	Term of Contract: 1year, w/ 4 (1-year) renewals
This contract issued pursuant to award made by Commissioners Court on:	Date: December 7, 2021	Agenda Item:

Important: Award notice may be made on this form or by other Authorized official written notice.	Hays County Judge	Date: 12/7/21
	Hays County Clerk: RoxAnne Rodriguez Deputy	Date: 12/07/2021

COMMISSIONERS COURT HAYS COUNTY TEXAS

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Attachment A: IFB 2021-B12 Bid Form

Attachment B: FHWA 1273

I. IFB Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

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

✓ 2. Mandatory Bid Form: Attachment A

✓ 3. Vendor Reference Form

Required Forms by Hays County:

✓ 1. Conflict of Interest Questionnaire completed and signed

✓ 2. Certificate of Interested Parties

✓ 3. Code of Ethics signed

✓ 4. HUB Practices signed

✓ 5. House Bill 89 Verification signed and notarized

✓ 6. Senate Bill 252 Certification

✓ 7. Debarment & Licensing Certification signed and notarized

✓ 8. Vendor/Bidder's Affirmation completed and signed

✓ 9. Related Party Disclosure Form

✓ 10. Appendix II – 2CFR Part 200

✓ 11. FHWA 1273 Certification

✓ 12. System for Award Management (www.SAM.gov) Entity Registration Page

____ 13. Any addenda applicable to this solicitation

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

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

____ 2. One original of the proposal and a digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:
Hays County Purchasing
712 S Stagecoach Trail, Suite 1071
San Marcos, TX 78666

II. Summary

1. Type of Solicitation:	Invitation for Bid
2. Solicitation Number:	IFB 2021-B12 Countywide Dumpsters
3. Issuing Office:	Hays County Auditor Purchasing Office 712 S. Stagecoach Trial, Suite 1071 San Marcos, TX 78666
4. Responses to Solicitation:	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope One (1) Original and one (1) digital copy on a thumb drive, or Electronic Bid packets can be submitted through BidNet Direct, no thumb Drive required.
5. Deadline for Responses:	In issuing office no later than: **Thursday, August 19, 2021; 1:00 p.m. Central Time (CT)**
6. Initial Contract Term:	October 1, 2021-September 30, 2022
7. Optional Contract Terms:	Four (4), one-year renewal options
8. Designated Contact:	Hays County Purchasing Email: purchasing@co.hays.tx.us
9. Questions & Answers:	**Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than August 11, 2021; 5:00 p.m. CT. Telephone inquiries will not be accepted.** Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
10. Addenda	Any interpretations, corrections or changes to this IFB and

specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

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

Anticipated Schedule of Events

July 29, 2021	Issuance of IFB
August 11, 2021	Deadline for Submission of Questions (5:00 PM CT)
August 19, 2021	Deadline for Submission of Proposals (1:00 PM CT) **Late bids will not be accepted.**
October 1, 2021	Anticipated contract award date

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids for a vendor to perform dumpster services for multiple locations within Hays County. Listed below are the locations within Hays County seeking immediate services. Note that Hays County has other locations that could need dumpster services in the future and the addition of these locations would fall under this contract, as well as changes in current dumpster needs. Vendor may also need to provide additional services related to debris removal in the event of a county wide disaster declaration.

Locations:

5 Mile Dam	4440 Old Stagecoach Road, San Marcos, TX
Government Center	712 S. Stagecoach Trail, San Marcos, TX
Jacobs Well Natural Area	1699 Mt. Sharp Road, Wimberley, TX
Jail	1307 Uhland Road, San Marcos, TX
Juvenile Detention Center	2250 Clovis Barker Lane, San Marcos, TX
Precinct 1 Road Department	1101 Civic Center Loop, San Marcos, TX
Precinct 2 Offices	5458 FM 2770, Kyle, TX
Precinct 3 Offices	200 Stillwater Circle, Wimberley, TX
Precinct 4 Road Department (Barn)	20290 FM 150 West, Driftwood, TX
Public Safety Building	801 S. Stagecoach Trail, San Marcos, TX
Road Department	2171 Yarrington Road, San Marcos, TX
San Marcos Health Department	401-A Broadway Street, San Marcos, TX
WIC Building	150 E. Lockhart Street, Kyle, TX

B. Scope of Work

Contractor shall furnish all labor, supplies and equipment for the complete and satisfactory dumpster services throughout the County. Contractor shall provide *all* services required in these specifications.

Damage:

Contractor shall be responsible for County property or privately-owned property damaged by their employees or equipment during performance of duties. Contractor shall notify the Contract Administrator immediately who will inspect and determine the degree of damage including the extent of the responsibility.

Contractor shall promptly report any unusual conditions to the Contract Administrator. This shall include, but not limited to damage to City, County, or State property, trees, shrubs, unauthorized occupancy, etc. resulting from vehicular damage, storm damage, or vandalism.

Management and Inspection:

All workmanship, equipment and materials shall be subject to inspection and examination by the Contract Administrator or his/her designee at any time during the performance of the work. The Contract Administrator will conduct routine checks on performance, completion of tasks and cleanliness. All containers, once emptied, shall be returned to the original position with the lids replaced and loading and side doors closed.

Contractor must close and secure all gates and enclosures prior to leaving the site.

Work Schedule & Missed Collections:
The attached schedule lists the location, size and pickup days. Pickups shall occur Monday through Saturday between 7 a.m. and 6 p.m. There shall be no pickups on Sundays. Seasonal dumpsters must be removed during the off-season and replaced before the season begins. Removal must occur within one week of the last pick-up.

Contractor shall establish and advise the Contract Administrator of internal control procedures to guarantee that each pickup shall be made as specified. Contractor shall notify the Contract Administrator whenever there is any schedule change or when a pickup will be missed. Notification must occur within a minimum of twenty-four hours prior to the scheduled pickup.

Contract holidays are as follows:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

No holiday or overtime work is authorized without prior approval of the Contract Administrator. Should inclement weather conditions or problems beyond the control of the Contractor interrupt or delay service, the Contractor shall: advise the Contract Administrator of the stoppage or delay and advise the Contract Administrator of the alternate pick-up day.

Container Specifications:
Contractor shall provide the specified number, type and size of refuse and recycling containers to the locations listed herein. The containers will range in size from 8 cubic yard dumpsters up to 40+ yard dumpsters. Dumpsters must fit into the existing dumpster enclosures or designated area located at each site. At any point if the County deems the container size and/or frequency of pickups does not satisfy the needs of the County then we can request a different size dumpster. All dumpster sizes and price per haul should be listed in Attachment A.

The containers provided by the Contractor shall meet all Federal, County and City health and safety regulations. The dumpster type containers shall be equipped with side and top doors to allow for either top or side loading and shall be designed to provide rodent-proof, animal proof, and wind-proof storage of refuse/recycle contents.

Contractor shall maintain all containers in a clean and sanitary condition and regularly rotate with clean containers, whenever necessary, to maintain optimum cleanliness, health and sanitary conditions including but not limited to the following:

a. Repair and repaint containers as necessary.
    i. Repairs to, or exchange of defective containers shall be made before the next scheduled pickup after notice is received from the Contract Administrator or designee
    ii. Minor repairs may be made on site when approved by the Contract Administrator
b. Provide substitute containers when maintenance or repair is being performed on containers normally provided.

c. Exchange containers at no additional charge if the County determines containers are unsightly, damaged or unusable.

Safety and Cleanliness:
Contractor shall provide for a neat, clean, and safe environment at all times during all work.

Contractor and his employees shall be of neat appearance and conduct themselves in a professional manner while working for Hays County.

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions during all work.

Contractor shall take all reasonable protection to prevent damage, injury, or loss to:

- All employees on the job and any other persons who may be affected thereby.
- All work and all materials.
- Other property at the site or adjacent thereto.

Contractor shall give all notices and comply with all applicable laws, ordinance, rules, regulations, and orders of any public authority bearing on safety of persons and property and their protection from damage, injury, or loss. Contractor shall notify the Contract Administrator and promptly remedy all damage or loss to property caused in whole or in part by the Contractor.

Accident Prevention and Protection:
Precautions shall be exercised at all times for the protection of persons and property. Contractor performing services under this contract shall conform to all relevant OSHA, State, County, and City regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor.

Barricades and/or signage shall be provided and posted by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the Contract Administrator. Contractor shall leave work site clean and free of any tools and other materials related to the work.

Contractor shall take all necessary precautions to protect existing County equipment, Contractor's equipment, County facilities, and occupants from damages or harm caused by any work.

Damage by the Contractor to any person or property, public or private, shall be repaired and/or compensated by the Contractor, at no cost to the County. Any damages or injuries shall be reported to the Contract Administrator, in writing, within 24 hours of occurrence.

Spillage:
Contractor shall not allow contents of the dumpsters or containers to spill during dumping operations. If spillage occurs, the Contractor shall be responsible for the immediately clean-up of the spillage.

All vehicles used in the performance of the Contractor's duties shall have a broom and pan for sweeping debris. All vehicles used in the performance of the Contractor's duties shall have spill response equipment for containment and clean up.

C. **Qualifications**

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

- Must have five (5) years prior experience with the scope of work as detailed in the specification
- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Contractor shall be regularly engaged in the performance of the specified work and make available, for this purpose, a regular force of skilled workers and equipment.
- Contractors collection vehicles must be permitted in compliance with all Federal, State, County and City requirements.
- Contractor shall perform all specified work using skilled, and licensed technicians; supervised and directly employed by the Contractor. Materials and equipment furnished by the Contractor shall conform in strength, quality of material, appearance, and workmanship to that which is usually provided by contractors in this trade.
- Contractor shall be required to maintain an office staffed by company representatives during normal business hours, Monday through Friday 7:00 a.m. to 5:00 p.m. Contractor shall always have available a dedicated line for facsimile machine, an email address and telephone number for communication between the Contractor and the Contract Administrator.
- Contractor shall have the ability to provide a back-up refuse/recycling and/or disposal facility operating in accordance with all applicable Federal, State and local laws and regulations, latest edition.
- The County shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and reserves the right to request additional information. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such Bidder does not satisfy the City that the Bidder is qualified to properly carry out the terms of the Bid Document

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

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

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

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

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not

debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

D. Mandatory Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2021-B12 Bid Form. **Pricing should be based on per haul.**

All pricing and fees shall include installation and removal of the container. Equipment required, fuel, labor, tipping fees, clean-up costs and all associated costs to perform this service efficiently and effectively.

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

ESTIMATED QUANTITIES: No warranty is given or implied by the County as to any components listed in this Bid and are considered to be estimates for the purpose of information only. The County reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the County.

ADDITIONAL ITEMS/DUTIES: The County may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the County prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in the bid. If the price(s) offered are not acceptable to the County, and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to purchase those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

E. Transition Plan

Proposer shall describe its proposed strategies to ensure a smooth transition from the current provider to the successful Proposer. The proposed transition plan is of critical importance to the County.
In the transition plan, Proposer must describe the following:

- Individual or group of individuals that will oversee the execution of the transition plan.
- Proposed approach, including equipment, personnel, and schedule, for delivering equipment (carts, dumpsters, compactors, etc.) to customers. Proposers shall also describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the customers.
- Detailed schedule for the transition.
- Proposed strategies for customer communication regarding the transition of service providers.

F. Performance Bond

A performance bond in the amount of 100% of the annual value of the Contract which will be determined upon bid award and re-evaluated annually. This will be maintained and renewed each year during the term of the contract. Proof of renewal of the bond must be submitted to the County prior to renewal of the contract each year.

G. Submittal Requirements

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

Mailed or Dropped off Bids:

- One (1) original bid with required forms manually signed by Vendor with original signatures
- One (1) digital copy of the full bid with all required forms on a thumb

drive

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

Electronic Bids:

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

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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

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

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

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

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

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

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

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

H. Award of Contract

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

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

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

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

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule

- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

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

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

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

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

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

I. Warranty of Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. CHANGES:

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

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

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

15. ASSIGNMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Commercial General Liability (Including Contractual Liability):

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

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

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: City of Pflugerville

Address: 100 E. Main St Pflugerville, TX 78660

Contact Person and Title: Tracey Hibbs - Utility Operations Business Manager

Phone Number: 512-990-6100

Scope & Duration of Contract: Residential Solid Waste Service + Disposal 2006 - current

REFERENCE TWO

Company Name: City of Bastrop

Address: 1311 Chestnut St. Bastrop, TX 78602

Contact Person and Title: Tracey Moffett - Utility Customer Service Provider

Phone Number: 512-332-8831

Scope & Duration of Contract: Residential, Commercial, + Industrial Waste Service + Disposal. 2015 - Present

REFERENCE THREE

Company Name: City of Woodcreek

Address: 41 Champions Cir Wimberly, TX 78676

Contact Person and Title: Brenton Lewis - City Manager

Phone Number: 512-847-9390

Scope & Duration of Contract: Residential + Commercial Waste Service + Disposal. 2000 - Current

VI. Certificate of Interested Parties

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-791166

Date Filed:
08/16/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Waste Connections Lone Star, Inc.
Seguin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB 2021-B12
Municipal Solid Waste Collection and Disposal

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Alex Cantu, and my date of birth is 02/08/90.

My address is 2010 IH-10 W (street), Seguin (city), TX (state), 78155 (zip code), U.S.A. (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Guadalupe County, State of Texas, on the 16 day of August (month), 20 21 (year).

Signature of authorized agent of contracting business entity
(Declarant)

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Waste Connections Lone Star, Inc.

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

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

None

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

08/16/21

Date

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

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: Alex Cantu - District Controller

COMPANY NAME: Waste Connections Lone Star, Inc.

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

Signature	08/17/21 Date

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

Signature of Company Representative

8/18/21
Date

On this 18th day of August, 2021, personally appeared Alex Cantu, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Diane Garcia
Notary Public in and for the State of Texas

08-18-2021
Date

DIANE GARCIA
Notary Public, State of Texas
Comm. Expires 02-22-2025
Notary ID 129319496

XI. Hays County Purchasing Department Senate Bill 252 Certification

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

Waste Connections Lone Star, Inc.
Company Name

IFB 2021-B12
IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Stephanie Hunt
Purchasing Representative

Nov. 2, 2021
Date

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

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

Waste Connections Lone Star, Inc.
Name of Firm

Signature of Certifying Official

District Controller
Title of Certifying Official

Alex Cantu
Printed Name of Certifying Official

8/18/21
Date

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

SUBSCRIBED and sworn to before me the undersigned authority by Alex Cantu on this the day of 18th, 2021, on behalf of said Firm.

DIANE GARCIA
Notary Public, State of Texas
Comm. Expires 02-22-2025
Notary ID 129319496

Diane Garcia
Notary Public in and for the State of Texas

My commission expires: 02-22-2025

XIII. Vendor/Bidder's Affirmation

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

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

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

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

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

Waste Connections Lone Star Inc. (formerly Progressive Waste Solutions of TX)
Name of Contracting Company

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

Personal Property - Containers in Various Locations : P130668, P92189, P129592

Signature of Company Official Authorizing Bid/Offer

Alex Cantu
Printed Name

District Controller
Title

alex.cantu@wasteconnections.com
Email Address

504-481-8979
Phone

XIV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

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

Employee or Former Employee Name Title

Name of Related Person Title Relationship

Section D: No Known Relationships

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

No known relationships exist.

Attach additional pages if necessary.

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

Waste Connections Lone Star, Inc.
Name of Vendor

Signature of Certifying Official

District Controller
Title of Certifying Official

Alex Cantu
Printed Name of Certifying Official

08/17/21
Date

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

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

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

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

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

XV. FHWA 1273 CERTIFICATION

I have read, understand, and agree to comply with the FHWA 1273 presented in Attachment C. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES ✓ NO _____

Authorized Signature: _____

Printed Name and Title: Alex Cantu - District Controller

Respondent's Tax ID: 75-2545116 Telephone: 504-481-8979

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XVI. Appendix II – 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the

requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) § 200.322 Procurement of recovered materials—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES ✓ NO _____

Authorized Signature: _____

Printed Name and Title: Alex Cantu - District Controller

Respondent's Tax ID: 75-2545116 Telephone: 504-481-8979

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

UNANIMOUS WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
WASTE CONNECTIONS LONE STAR, INC.

The undersigned, being the sole director of Waste Connections Lone Star, Inc., a Texas corporation, hereby consents to the following actions and adopts the following resolution pursuant to the Bylaws of this corporation:

> BE IT RESOLVED that Alex Cantu, District Controller of the Company, be, and he hereby is, authorized to sign and submit the Company's bid, and execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as he may deem reasonably appropriate or necessary, pertaining to Solicitation No.: IFB 2021-B12 to provide countywide dumpster services for Hays County, Texas, as well as any contract documents that may result from the submission of this bid, and that any such action taken to date involving the above bid is hereby ratified and approved.

IN WITNESS WHEREOF, the undersigned sole director of Waste Connections Lone Star, Inc. has duly executed this Written Consent in The Woodlands. Texas on the date set forth opposite his name.

Dated: August 18, 2021

Worthing F. Jackman, Director

{00098010.DOC.}

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/17/2021

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

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

PRODUCER
Edgewood Partners Insurance Center
200 Glenridge Point Parkway
Suite 400
Atlanta GA 30342

CONTACT NAME: Certificate Unit
PHONE (A/C, No, Ext): 404-439-8000 FAX (A/C, No):
E-MAIL ADDRESS: certificate@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Indemnity Insurance Company of N A	43575
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Waste Connections Lone Star, Inc.
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

COVERAGES **CERTIFICATE NUMBER:** 1672227891 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	HDO G72492547	8/1/2021	8/1/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	ISA H25544717	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WLR C67816389 (AOS)	8/1/2021	8/1/2022	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		WLR C67816420 (CA, MA)	8/1/2021	8/1/2022	E.L. EACH ACCIDENT	$ 1,500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,500,000
							E.L. DISEASE - POLICY LIMIT	$ 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Solicitation No. IFB 2021-B12 - Countywide Dumpsters
Hays County, as its interests may appear, to the extent required by written contract, is additional insured with respect to General Liability and Automobile Liability. A waiver of subrogation applies in favor of the additional insured to the extent required by written contract as allowed by applicable law with respect to General Liability, Automobile Liability, and Workers' Compensation. 30 days notice of cancellation applies with the exception of 10 days notice for non-payment of premium applies to the extent required by written contract.

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

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

AUTHORIZED REPRESENTATIVE
Bernie M Ogren

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ACORD 25 (2016/03)

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WASTE CONNECTIONS LONE STAR, INC.

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
788660590	**KD8ZRFMG7HC1**	**6U2J0**
Purpose of Registration	Expiration Date	Registration Status
All Awards	**Feb 10, 2022**	**Active**
Physical Address	Mailing Address	
4001 Old Denton RD **Haltom City, Texas 76117-2204** **United States**	**C/o Waste Connections US, INC.** **3 Waterway Square PLACE, Suite 110** **The Woodlands, Texas 77380** **United States**	

Business Information

Doing Business as	Division Name	Division Number
Waste Connections of Texas	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 12	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 13, 2021	**Feb 10, 2021**	**Jan 9, 2013**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jun 17, 1994	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
57R23	**WASTE CONNECTIONS US HOLDINGS, INC.**

Highest Level Owner

CAGE	Legal Business Name
L0B44	**WASTE CONNECTIONS, INC**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Foreign Owned**
Profit Structure		
For Profit Organization		

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

Points of Contact

Electronic Business

Maribel Thommes

4001 Old Denton RD
Haltom City, Texas 76117
United States

Government Business

Robert Cloninger

3 Waterway Square PLACE, Suite 110
The Woodlands, Texas 77380
United States

Maribel Thommes

4001 Old Denton RD
Haltom City, Texas 76117
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	562111	Solid Waste Collection

Disaster Response

This entity does not appear in the disaster response registry.

Hays County Transition Plan

Personnel overseeing the transition "The Team":

- Greg Hee – Division Vice President
- David Montana – Commercial Supervisor
- Marc Olveda – Roll Off Supervisor
- Alex Cantu – District Controller

Proposed Approach and Schedule

- Approximately two to three weeks prior to the contract start date, the team will conduct a customer site survey at all Hays County locations to inspect where on site the dumpsters will be located, inspect enclosures, overhead wires, etc. to determine safe and efficient service location. As safety is our number 1 core value, we want to insure that we can service the locations in the safest manner possible not only for Hays County property, but for our drivers and equipment as well.
- After the site survey is completed and approximately one week prior to the contract start date, the team will deliver and stage our containers next to the current service provider's containers using our commercial container delivery trucks and trailers. The 40 yard roll off boxes and 35 yard compactor will be delivered by our roll off trucks. On the contract start date when the current service provider removes their containers, our containers will be moved into the proper place upon first service.

Customer Communication

- Prior to the delivery of our containers, the team will send a customized Waste Connections Welcome Kit to all of the current County locations. This Welcome Kit will be an introduction to who we are, the schedule of how we will be transitioning their waste service, point of contact for service increases/decreases or any issues.

Attachment A
IFB 2021-B12 Countywide Dumpsters
Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2021-B12 Bid Form. **Pricing should be based on per haul.** Note that Hays County has other locations that could need dumpster services in the future and the addition of these locations would fall under this contract, as well as and changes in current dumpster needs. At any point if the County deems the container size and/or frequency of pickups does not satisfy the needs of the County then we can request an increase in the frequency of pickups and/or a different size dumpster. All dumpster sizes and price per haul should be listed in below.

All pricing and fees shall include installation and removal of the container. Equipment required, fuel, labor, tipping fees, clean-up costs and all associated costs to perform this service efficiently and effectively.

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

ESTIMATED QUANTITIES: No warranty is given or implied by the County as to any components listed in this Bid and are considered to be estimates for the purpose of information only. The County reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the County.

ADDITIONAL ITEMS/DUTIES: The County may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the County prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in the bid. If the price(s) offered are not acceptable to the County, and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to purchase those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

Current County Locations and Hauls

Dumpster Quantity & Size	Location	Qty. Hauls	Price per Haul	Price Add'l Hauls
3 each/8 yard	**5 Mile Dam** 4440 Old Stagecoach Road, San Marcos	2 x week (Tues. & Fri.)	$65.96	$65.96
1 each/35 yard compactor	**Government Center** 712 S. Stagecoach Trail, San Marcos	p/u as needed	$580	$580
1 each/8 yard	**Jacobs Well Natural Area** 1699 Mt. Sharp Road, Wimberley	1 x week (Mondays)	$28.87	$28.87
1 each/40 yard	**Jail** 1307 Uhland Road, San Marcos	1 x month	$400	$400
4 each/8 yard	**Jail** 1307 Uhland Road, San Marcos	4 x week	$78.96	$78.96
1 each/8 yard	**Juvenile Detention Center** 2250 Clovis Barker Lane, San Marcos	M-W-F	$23.79	$23.79
1 each/4 yard	**Juvenile Detention Center** 2250 Clovis Barker Lane, San Marcos	M-W-F	$17.78	$17.78
1 each/40 yard	**Precinct 1 Road Department** 1101 Civic Center Loop, San Marcos, TX	1 x month	$400	$400
1 each/8 yard	**Precinct 2 Offices** 5458 FM 2770, Kyle	1 x week	$28.87	$28.87
1 each/8 yard	**Precinct 3 Offices** 200 Stillwater Circle, Wimberley	1 x week	$28.87	$28.87
1 each/40 yard	**Precinct 4 Road Department (Barn)** 20290 FM 150 west, Driftwood	1 x month	$400	$400
2 each/8 yard	**Public Safety Building** 801 S. Stagecoach Trail, San Marcos	M-W-F	$42.86	$42.86
1 each/40 yard	**Road Department** 2171 Yarrington Road, San Marcos	1 x week	$400	$400
1 each/8 yard	**San Marcos Health Department** 401-A Broadway Street, San Marcos	1 x week	$28.87	$28.87
1 each/96 Gallon	**WIC Building** 150 E. Lockhart Street, Kyle	1 x week	$4.62	$4.62

What items are <u>not allowed</u> in dumpsters and are not included in the prices above? (Note: Any items not listed below will be considered allowable and included in the stated prices above.)

Item	Unit (each, haul, etc.)	Price
Hazardous Waste		
Radioactive Waste		
Explosive Waste		
Biomedical Waste		
Infectious Waste		
please see attached for further		

Hazardous waste not accepted.

Available Dumpster & Compactor Sizes and Price per dumpster for as needed basis, as well as for any future needs and/or disaster declaration events of the County:
(list all available dumpster sizes and the price to haul)

Dumpster & Compactor Size	Container Rental Fee (per month)	Price Per Haul	Price Add'l Hauls
96 gallon toter		$4.62	$4.62
2 yd		$15.24	$15.24
3 yd		$18.24	$18.24
4 yd		$21.02	$21.02
6 yd		$24.94	$24.94
8 yd		$28.87	$28.87
20 yd Roll off		$350	$350
30 yd Roll off		$375	$375
40 yd Roll off		$400	$400
35yd Compactor (perm only)	$275	$580	$580

The undersigned authority affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the content of this bid has not been communicated to any other bidder prior to the official opening of this bid.

Company Name: Waste Connections Lone Star, Inc.

Printed Name: Alex Cantu

Signature:

Email Address: alex.cantu@wasteconnections.com

Phone: 504-481-8979

Waste Connections Lone Star Inc.

Dumpster Quantity & Size	Location	Qty. Hauls per week	Price per Haul	Total Cost of Hauls Weekly	Dumpster rental rate (monthly)	Total Dumpster Cost monthly	Price Add'l Hauls
3 each/8 yard	5 Mile Dam	2	$ 65.96	131.92		$ 6,859.84	$ 65.96
1 each/8 yard	JWNA	1	$ 28.87	28.87		$ 1,501.24	$ 28.87
4 each/8 yard	Jail	4	$ 78.96	315.84		$ 16,423.68	$ 78.96
1 each/8 yard	JDC	3	$ 23.79	71.37		$ 3,711.24	$ 23.79
1 each/4 yard	JDC	3	$ 17.78	53.34		$ 2,773.68	$ 17.78
1 each/8 yard	Pct. 2 Office	1	$ 28.87	28.87		$ 1,501.24	$ 28.87
1 each/8 yard	Pct. 3 Office	1	$ 28.87	28.87		$ 1,501.24	$ 28.87
2 each/8 yard	PSB	3	$ 42.86	128.58		$ 6,686.16	$ 42.86
1 each/40 yard	Road Department	1	$ 400.00	400.00		$ 20,800.00	$ 400.00
1 each/8 yard	SM Health Department	1	$ 28.87	28.87		$ 1,501.24	$ 28.87
1 each/96 gallon	WIC Building	1	$ 4.62	4.62		$ 240.24	$ 4.62
1 each/40 yard	Jail	1 x month	$ 400.00			$ 4,800.00	$ 400.00
1 each/40 yard	Pct. 1 Road Dept.	1 x month	$ 400.00			$ 4,800.00	$ 400.00
1 each/40 yard	Pct. 4 Road Department	1 x month	$ 400.00			$ 4,800.00	$ 400.00
1 each/35 yard compactor	Government Center	1 x month	$ 580.00		$ 275.00	$ 10,260.00	$ 580.00
					Yearly Cost	$ 88,159.80	

Waste Connections Lone Star, Inc. ("Contractor") offers the following items to be incorporated into the resulting contract and as exceptions to Solicitation No.: IFB 2021-B12 – Countywide Dumpsters (the "IFB") issued by Hays County, Texas (the "County"). Contractor's proposal is subject to and contingent upon these exceptions. These items are intended to identify areas of concern and remain negotiable. Along with the exceptions is some explanation to provide the County with Contractor's thoughts behind such exceptions. Contractor's bid submission is contingent upon and subject to the exceptions and objections contained herein. Specifically, Contractor objects, and does not agree, to any provision of the IFB to the extent such would require a penalty, fine, fee or forfeiture of a bond in the event that the parties are unable to agree on, and ultimately enter into a contract, the terms of this IFB after good faith negotiations, including the objections and exceptions contained herein. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the IFB.

(1) Contractor takes a general exception to any requirement of the IFB requiring confidential, proprietary or otherwise privileged information, including financials, of the Contractor. Contractor is a subsidiary of Waste Connections, Inc. ("WCN"). WCN is a publicly traded company whose shares trade on the New York Stock Exchange. Periodic and annual financial information is reported to the U.S. Securities and Exchange Commission ("SEC"). Audited financial information is provided in WCN's annual Form 10-K and quarterly Form 10-Q filings with the SEC. Copies of WCN's periodic and annual filings are available online at www.sec.gov.

(2) Contractor makes the following objections to the Specifications contained in the IFB:

a. Section B – Damage: Contractor objects to the extent it would require Contractor be liable or responsible for damage that is not caused by Contractor's negligence or willful misconduct.

(3) Contractor makes the following objections to the General Terms and Conditions for Solicitations:

a. Contractor objects to Section 28 to the extent it would require Contractor indemnify County other than to the extent such damages, claims, losses, etc. are caused by Contractor's negligence or willful misconduct.

(4) In addition to the terms set forth in the IFB, the following concepts need to be incorporated into the final form of the resulting contract:

a. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the County and the producer of the Excluded Waste, if the producer can be readily identified;

and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.

b. The County must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If the County fails to do so, Contractor may decline to collect such materials without being in breach of the contract. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.

c. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, the customers and the County (as applicable) shall have care, custody and control of the equipment while at the service locations. Customers and the County shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers and the County must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used herein shall mean all containers used for the storage of non-hazardous solid waste.

d. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under the contract.

Red lines removed.
Alex Cantu - District Controller
12/6/21

Exhibit B
First Amendment to the Countywide Dumpster Contract

First Amendment to the Countywide Dumpster Contract (IFB 2021-B12 Countywide Dumpster Contract)

1. This First Amendment to the Countywide Dumpster Contract (the "First Amendment"), attached as *Exhibit "A"* and executed December 7, 2021, is made this 12th day of January 2022, by and between **Hays County, Texas ("Client")** and **Waste Connections Lone Star, Inc. ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Addition of Locations:

a. Add Precinct 4, 195 Roger Hanks Parkway, Dripping Springs 78620
   - 4-yard dumpster, picked up once per week: $19.50/per haul

b. Add Election Building, 120 Stagecoach Trail, San Marcos, 78666
   - 4-yard dumpster, picked up twice per week: $18.05/per haul

3. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: Ruben Becerra

Title: Hays County Judge

Dated: 1-18-2022

Waste Connections Lone Star, Inc.

By: _____

Printed Name: Alex Cantu

Title: District Controller

Dated: 1/17/22

ATTEST: Roxanne Rodriguez Deputy
Elaine Cardenas
Hays County Clerk

COMMISSIONERS COURT 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 submittal of Project Information Form (PIF) to Texas Water Development Board (TWDB) for a drinking water well and appurtenant infrastructure outside of the Jacob's Well Groundwater Management Zone.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	N/A

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

The PIF shall be submitted no later than March 4, 2022 to qualify the County for subsidies offered by TWDB through their Drinking Water State Revolving Fund. The PIF shall be prepared by Texas Water Trade under a Professional Services Agreement.

Funding an Alternative Drinking Water Well to Protect Jacob's Well

February 4, 2022

Introduction

Texas Water Trade (TWT) has been working alongside the Wimberley Valley Watershed Association (WVWA) to enable solutions to protect flows at Jacob's Well. A central focus of this effort has been on developing alternative water supplies to offset demand in the Middle Trinity in the Jacob's Well Groundwater Management Zone (GMZ). Shifting one or more municipal wells from the GMZ to a nearby area "down dip" in the Middle Trinity Aquifer is one strategy that we have prioritized due to its cost effectiveness and viability. We have also examined opportunities for funding the appurtenant well infrastructure, with a focus on the Drinking Water State Revolving Fund (DWSRF) due to its renewable availability and preferred financing terms. Only non-profit community water systems and political subdivisions are eligible to apply for DWSRF funds. Therefore, WVWA is seeking an eligible party to apply for these subsidized dollars.

TWT and WVWA have already prepared cost estimates with the help of licensed engineers for a down dip well in the Middle Trinity. These figures may need to be revised slightly to incorporate current commodities prices which have escalated since the original analysis was performed in Spring 2021. Once an applicant is identified, TWT can assist the applicant in preparing a Project Information Form (PIF) for a DWSRF award. We highly recommend submitting this PIF by March 4, 2022, the deadline to receive subsidized funds from TWDB under its 2022 Intended Use Plan. If Hays County is willing to be the applicant for funds to construct a well to offset pumping in the GMZ and if Hays County is awarded those funds from TWDB, the county could repay the attendant loan through water sales secured by a long-term contract with private or publicly-owned, nonprofit or for-profit utilities in the area.

The Opportunity

- **Submitting a PIF does not in any way obligate the County to proceed with a full application to the TWDB**. The $3.5 trillion budget passed by the Senate should funnel many billions of dollars through programs administered through TWDB, with federal expectations to move the money out of the agency and into actual infrastructure projects as quickly as possible. Our intention is only to position Hays County to receive a "once-in-a-lifetime" tranche of free money. If that money does not land—or if the County decides not to proceed for any other reason—there is no obligation to move forward. The cost of this PIF submission would be $4,400. Due to TWT's nonprofit status and the substantial funds we have already committed to soft costs including preliminary engineering costs, TWT would prefer the applicant to fund this professional fee. TWT is committed to making this a **low cost, no regrets** opportunity for the County.
- We would craft this PIF to request the greatest amount of money we could justify drilling a county-owned drinking water well. If a full application is invited by TWDB, we would develop a more refined analysis of costs—this may well result in the actual application being less than the funding level reflected in the PIF. **But while we can opt to request less money in future rounds, we cannot revise our request upwards.**
- During the pandemic, construction costs have sky-rocketed, and this would be given due consideration in cost estimates included in a PIF. **We recommend submitting a PIF for an**

amount that reflects current materials and labor costs with the hope that prices will normalize before project inception.

- There are "soft" costs built into the PIF funding request (i.e. planning, engineering) alongside the hard costs of construction. These are financeable costs that can be built into the ultimate financing with TWDB, and which can benefit from principal forgiveness/grants. We can answer any questions you may have on those, but as with the hard costs above, we would plan to build them into the PIF at a level that would allow the County to request as much as they can, knowing that the actual costs can always be revised downwards later**—again, this represents the "low cost, no regrets" strategy.**

Opportunities to Reduce Pumping near Jacob's Well: Cost Estimates for Proposed Pipeline Routes

April 2021

Project Overview

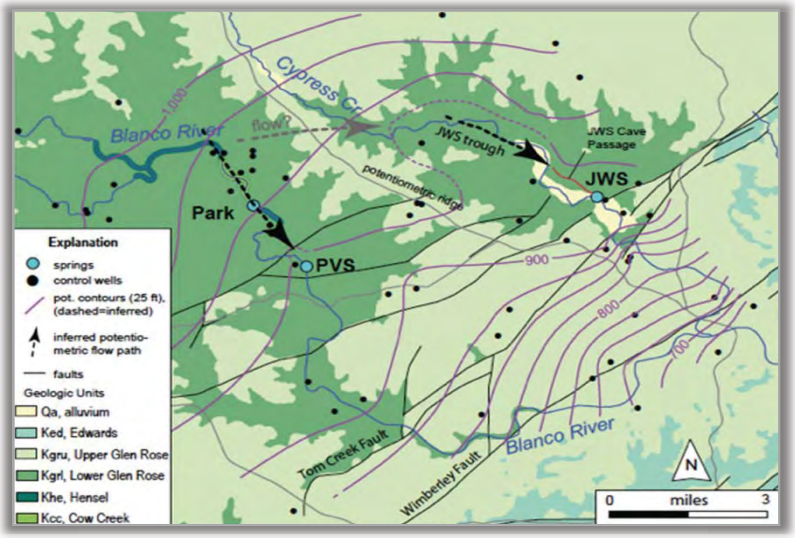
Shifting current water sources (Well 21 and 22 in Woodcreek North) to a location downdip will decrease demands within the JWGMZ, which delineates the area of the Middle Trinity Aquifer particularly affected by recharge and pumping. This sensitivity is due to differences in groundwater levels and recharge rates between the "updip" and "downdip" portions of the Middle Trinity aquifer, which are separated by the Tom Creek Fault shown in the figures on the right. This fault restricts horizontal flow from northwest to southeast, and Jacob's Well flow relieves pressure built up in the upgradient section of the aquifer. Therefore, pumping from wells upstream of the Tom Creek Fault Zone have a greater impact than downstream wells on the flows at Jacob's Well and within Cypress Creek, particularly during times of decreased recharge or drought.

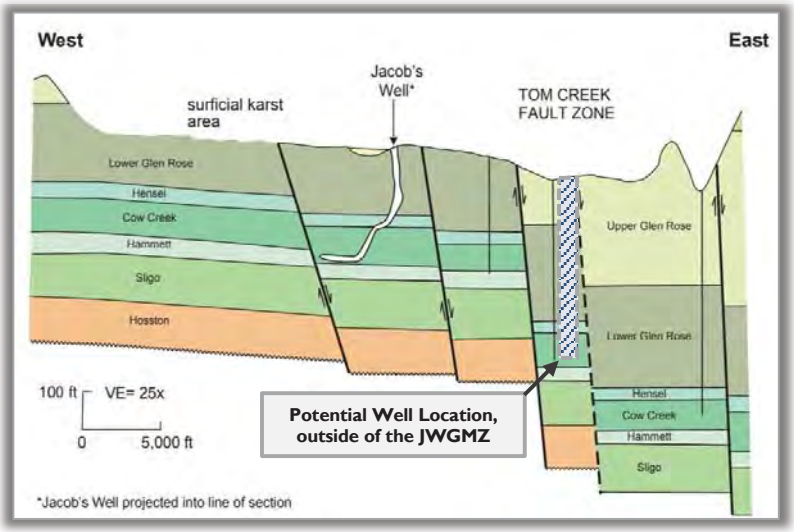
Project Objectives

Two pipeline routes for conveying groundwater from a possible new well downdip of the Jacob's Well Groundwater Management Zone (JWGMZ) to the existing Well 21 were considered (see figure and table). Three demand scenarios, along with associated peak demands, were evaluated based on historical average, peak, and future (projected) demands in Woodcreek North. This costing analysis builds on a preliminary feasibility study which recommended an engineering analysis of switching water source to a point downdip of Well 21 in Woodcreek North. Any new pipelines built should consider the possibility of "wheeling" water or blending/merging with supply routes contemplated by Aqua Texas or other providers to improve efficiency of delivery.

Pipeline and Well Assumptions

Hydraulic modeling was performed using EPANET to determine pipe sizes for the two routes, including elevation, pressure, velocity, and pipe material assumptions. Both routes require substantial pipeline lengths to be installed in rock. Design pipe diameters ranged from 4 to 8 inches. Demand scenarios were based on average existing use (167 gpm), maximum use based on current permits (210 gpm), and a future-growth scenario which assumes three times the average existing demand (500 gpm). A single new well was assumed to be able to meet water demands, with a depth to water of approximately 200-ft along with additional depth added to account for well drawdown, well station losses, and required pipeline pressure under each demand scenario.





***FIGURES**. Top: Existing JWGMZ, with Utility CCNs and Faults*
Middle: Flow paths based on potentiometric surface, from REFERENCE.
Bottom: Geologic Cross section showing potential alternate well location, modified from D.A. Wierman, A.S. Broun, and B.B. Hunt, 2010, Hydrogeologic Atlas of the Hill Country Trinity Aquifer, Blanco, Hays, and Travis Counties, Central Texas. July 2010.

Opportunities to Reduce Pumping near Jacob's Well: Cost Estimates for Proposed Pipeline Routes

Costing Model

The Texas Water Development Board's Uniform Cost Model (UCM) was used as a framework to assess well and pipeline costs. The costs presented in the table below were developed based on required pipeline and well design parameters, as described above, as well as engineering, environmental permitting, legal, project management, system operations and maintenance, and interest costs. No fees for groundwater use, land acquisition, or groundwater rights were considered in this analysis. The *Net Annual Cost* accounts for the savings involved in shutting down operation of wells 21 and 22 that are currently in service.

Conclusions

The two pipeline routes offer flexibility for the path to take from the potential groundwater well site to the existing ground storage tank at Well 21. Route 2 is the shortest and most affordable route in terms of project costs and annual operations and maintenance (O&M) costs. For Route 2, with an annual average demand of 167 gpm, the lowest total project cost estimate is $933,000, excluding land acquisition. If current annual demand were tripled to 500 gpm, to simulate future potential growth, the lowest total project cost estimate is $1.762 million. More importantly, the annual costs, including debt service and O&M, range from $75,000 to $145,000 for the three scenarios. All scenarios assume that a single new well would be required. Also, preliminary geochemical analyses indicate no treatment of the downdip water would be needed.

Next Steps

1. Identify a suitable location for a new well.
2. Conduct aquifer pump tests to determine the sustainability of a down dip well(s).
3. Explore funding opportunities for substituting water sources.

Route No.	Total Length of Pipeline (mi)	Length in Rock (mi)	Length in Soil (mi)	Number of Roadway Crossings
1	2.27	1.52	0.75	4
2	1.82	1.53	0.29	6

***Right**: Pipeline routes from potential well downdip of JWGMZ to Well 21*
***Bottom**: Estimated Total Project Costs and Net Project Costs*

Average Demand (gpm)	Peak Design Demand (gpm)	Total Pipeline Cost	Total Well Cost	Total Project Cost	Annual Debt Service	Annual O&M, Pumping Costs	Total Net Annual Cost	Net Cost of Water, per 1,000 gallons (Incl. Debt Service)	Net Cost of Water, per 1,000 gallons (Excl. Debt Service)
167	200	$346,000 - $529,000	$492,000 - $620,000	$933,000 - $1,038,000	$63,000 - $71,000	$19,000 - $26,000	$75,000 - $80,000	$0.85 - $0.91	$0.08 - $0.16
210	252	$505,000 - $700,000	$552,000 - $608,000	$1,099,000 - $1,268,000	$75,000 - $86,000	$23,000- $26,000	$84,000 - $96,000	$0.76 - $0.87	$0.07 - $0.10
500	600	$984,000 - $1,052,000	$778,000 - $799,000	$1,762,000 - $1,851,000	$120,000 - $126,000	$48,000 - $51,000	$136,000 - $145,000	$0.52 - $0.55	$0.06 - $0.07

For further information contact: David Baker | Email: davidbaker@wimberleywatershed.org | Phone: 512-722-3390

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 an amendment to the Hays County Purchasing Policy, Sections 4.5 and 4.14 related to Federal or State funded grants.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	INGALSBE	N/A

SUMMARY

This amendment formalizes the inclusion of 2 CFR 200.318-.327 outlining Hays County's process for unnecessary and duplicative items and adds steps for requesting reimbursement from granting agencies.

Policy will be amended to add the following:
Section 4.5 PURCHASE CATEGORIES

A) Hays County follows State of Texas and Federal 2CFR 200.318-200.327 and Appendix II to Part 200 procurement law and guidance in the purchasing and contract management of goods and services.
   > The Hays County Auditor and Purchasing Manager will review purchases to ensure there are no unnecessary or duplicative items made
   > Hays County when appropriate will consider consolidating or breaking out procurements to obtain a more economical purchase
   > Where appropriate, an analysis will be made of lease versus purchase alternatives
   > Where appropriate, Hays County will perform analysis to determine the most economical approach for goods or services

Section 4.14 RECEIVING AND CLOSING OUT THE PURCHASE

5) Hays County will submit reimbursement requests for eligible costs as often as is needed, subject to limitations in grant agreements and at least quarterly throughout the life of a project. Hays County will submit costs to a Grantor for reimbursement requests within 60 days of receipt of invoices as allowable. The County will ensure reimbursement requests are submitted timely to the granting agencies.

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 hold a public hearing to establish a 3-way stop location on Purgatory Road at the intersection with Hugo Road.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

In response to multiple instances of near-miss accidents from large trucks traveling at high speeds from Comal County into Hays County, there is a need to establish a 3-way stop location on Purgatory Road at Hugo Road. New stop signs will be installed on Purgatory Rd, Hugo Rd currently has a stop sign.

POSSIBLE 3-WAY STOP LOCATION:
Purgatory Road at Hugo Road
Legend
Cielo Ranch Rd
215
Purgatory Road
Existing
New
STOP
STOP
Hugo Road
Hugo Rd
Live Oak Ln
STOP
New
214
Purgatory Road
Purgatory Rd
Google Earth
© 2020 Google
N
1000 ft

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and LJA Engineering, Inc. to provide right-of-way acquisition services for the RM 150 West Alignment Project in Precinct 3.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 15, 2022	$60,000.00

LINE ITEM NUMBER

Road Bonds [034]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, P.E., Transportation Director	SHELL	N/A

SUMMARY

The RM 150 West Alignment project from I-35 to FM 150/Kyle [22-871-034] is currently under design and requires right-of-way (ROW) acquisition services. LJA Engineers, Inc. has been pre-qualified by Hays County for the requested services and was selected by Commissioners Court action on December 21, 2021 to provide ROW acquisition services. Work Authorization #1 in the amount of $53,000.00 will authorize negotiation, title curative, and closing services as well as due diligence on additional parcels (limited to 3 parcels). It is assumed there are 4 fee simple parcels to be acquired.

LJA Engineering, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2021-Q02 on July 27, 2021 Item 48. The process to initially select a consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

HAYS COUNTY
CONTRACT FOR RIGHT OF WAY ACQUISITION SERVICES

FIRM: **LJA Engineering, Inc. ("Contractor")**
ADDRESS: **2700 La Frontera Blvd., Ste. 150, Round Rock, Texas 78681**
PROJECT: **RM 150 West Alignment (I-35 to RM 150/Kyle) ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR RIGHT OF WAY ACQUISITION SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Contractor, and such Contract is for the purpose of contracting for right of way acquisition services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Contractor desire to contract for such professional Right of Way Acquisition services; and

WHEREAS, County and Contractor wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

B. Project Documents. The Contractor will refer to the following documents:

A. Texas Landowners Bill of Rights
B. Design plans from the Engineer

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

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

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

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

ARTICLE 3
RIGHT OF WAY COORDINATION SERVICES

Contractor shall perform Right of Way Coordination Services as identified in **Exhibit B** entitled "Right of Way Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. 1", to authorize

the Contractor to perform one or more tasks of the Right of Way Acquisition Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Contractor of all Right of Way Acquisition Services and a fee amount agreed upon by the County and Contractor. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Contractor's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

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

ARTICLE 4
CONTRACT TERM

A. Term. The Contractor is expected to complete the Right of Way Acquisition Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Contractor does not perform the Right of Way Acquisition Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Right of Way Acquisition Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Right of Way Acquisition Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Contractor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Right of Way Acquisition Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

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

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

ARTICLE 5
COMPENSATION AND EXPENSES

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

The maximum amount payable under this Contract, without modification, is sixty thousand dollars $60,000.00 (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Right of Way Acquisition Services set forth in **Exhibit B**, as authorized by County.

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

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

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

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

ARTICLE 6
METHOD OF PAYMENT

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

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

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

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

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

ARTICLE 7
PROMPT PAYMENT POLICY

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

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

A. There is a bona fide dispute between County and Contractor concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Contractor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Right of Way Acquisition Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

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

ARTICLE 8
COMMENCEMENT OF RIGHT OF WAY ACQUISITION SERVICES

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

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701

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

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

LJA Engineering, Inc.
Attn: David Baylor
2700 La Frontera Blvd., Ste. 150
Round Rock, TX 78681

LJA Engineering, Inc.
Attn: Kenneth G. Schrock, P.E.
7500 Rialto Blvd., Building II, Ste. 100
Austin, TX 78735

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

ARTICLE 10
PROGRESS EVALUATION

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

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

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

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Right of Way Acquisition Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

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

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

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

ARTICLE 12
ADDITIONAL RIGHT OF WAY ACQUISITION SERVICES

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

ARTICLE 13
CHANGES IN COMPLETED RIGHT OF WAY ACQUISITION SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Right of Way Acquisition Services or parts thereof which involve changes to the original Right of Way Acquisition Services or character of Right of Way Acquisition Services under this Contract, then Contractor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Right of Way Acquisition Services and paid for as specified under Article 12.

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

ARTICLE 14
CONTRACT AMENDMENTS

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

ARTICLE 15
USE OF DOCUMENTS

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

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

Upon execution of this Contract, Contractor grants to County permission to reproduce Contractor's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Contractor shall obtain similar permission from Contractor's subcontractors/subconsultants consistent with this Contract. If and upon the date Contractor is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project. Any modification to documents will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of the modified documents.

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

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

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

Contractor shall not assign, subcontract or transfer any portion of the Right of Way Acquisition Services under this Contract without prior written approval from County. All

subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Contractor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF RIGHT OF WAY ACQUISITION SERVICES

Contractor 's Right of Way Acquisition Services will be reviewed by County under its applicable technical requirements and procedures.

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

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

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

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

D. Errors and Omissions. After Final Approval, Contractor shall, without additional compensation, perform any work required as a result of Contractor 's development of the work which is found to be in error or omission due to Contractor's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Right of Way Acquisition Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Contractor's Right of Way Acquisition Services as Complete, Accepted, or having attained

Final Approved under this Contract, the decision of the County shall be final and binding on Contractor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Contractor, as a consequence of failure by Contractor to perform the Right of Way Acquisition Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Contractor, upon not less than thirty (30) days' written notice to Contractor.

E. By satisfactory completion of all Right of Way Acquisition Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Contractor. In determining the value of the Right of Way Acquisition Services performed by Contractor prior to termination, County shall be the sole judge. Compensation for Right of Way Acquisition Services at termination will be based on a percentage of the Right of Way Acquisition Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Contractor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Contractor, then County shall give consideration to the actual

costs incurred by Contractor in performing the Right of Way Acquisition Services to the date of default, the amount of Right of Way Acquisition Services required which was satisfactorily completed to date of default, the value of the Right of Way Acquisition Services which are usable to County, the cost to County of employing another firm to complete the Right of Way Acquisition Services required and the time required to do so, and other factors which affect the value to County of the Right of Way Acquisition Services performed at the time of default.

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

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

ARTICLE 21
COMPLIANCE WITH LAWS

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

Contractor shall further obtain all permits and licenses required in the performance of the Right of Way Acquisition Services contracted for herein.

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

ARTICLE 22
INDEMNIFICATION

CONTRACTOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST LIABILITES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER

CONTRACT WITH CONTRACTOR INCLUDING, WITHOUT LIMITATION, CONTRACTOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

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

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

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SUBJECT TO ARTICLE 25, SUBSECTION (K) ON LIMITATION OF LIABILITY. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM CONTRACTOR IS NOT LEGALLY LIABLE, CONTRACTOR'S OBLIGATIONS SHALL BE IN PROPORTION TO CONTRACTOR'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

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

ARTICLE 23

CONTRACTOR'S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER'S SEAL

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

ARTICLE 25
INSURANCE

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

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

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

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

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

matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. The deductibles will not exceed any amount which may impair the Contractor's ability to meet its financial obligations under the insurance policy.

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

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

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

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

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

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

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

1. County shall be notified thirty (30) days prior to the cancellation, or non-renewal of a policy, and such notice thereof shall be given to County by certified mail to:

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

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   701 Brazos, Suite 450
   Austin, Texas 78701

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

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

K. Limitation of Liability. To the fullest extent permitted by law, Contractor's total liability to County for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the project or this Contract from any causes including, but not limited to, Contractor's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the proceeds of the Contractor's applicable insurance policies.

ARTICLE 26
COPYRIGHTS

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

ARTICLE 27
SUCCESSORS AND ASSIGNS

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

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
CONTRACTOR'S ACCOUNTING RECORDS

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

ARTICLE 31
NOTICES

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

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

With copy to: HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

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

Contractor: LJA Engineering, Inc.
Attn: David Baylor
2700 La Frontera Blvd., Ste. 150
Round Rock, TX 78681

LJA Engineering, Inc.
Attn: Kenneth G. Schrock, P.E.
7500 Rialto Blvd., Building II, Ste. 100
Austin, TX 78735

With copy to: LJA Engineering, Inc.
Attn: General Counsel
3600 W. Sam Houston Pkwy. S., Ste. 600
Houston, TX 77042

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Contractor understands and agrees that time is of the essence and that any failure of Contractor to complete the Right of Way Acquisition Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Notwithstanding the foregoing, it being acknowledged that Contractor shall perform the services as expeditiously as is prudent considering the ordinary professional skill and care of a competent contractor. Contractor shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Contractor's standard of performance as defined herein. Where damage is caused to County due to Contractor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Contractor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Contractor shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which

they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules. Notwithstanding any provision of this Contract to the contrary, anything to in no event shall either party be liable to the other for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever To the extent permitted by law, any statutory remedies that are inconsistent with the provision of the Contract are waived.

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

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

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

G. Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Contract, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this

Contract.

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

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

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

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

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

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

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

O. Appropriation of Funds by County. County believes it has sufficient funds

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

ARTICLE 33
DISPUTE RESOLUTION

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

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

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

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

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

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

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

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

ARTICLE 35
STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS

As required by Chapter 2270, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit

commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SIGNATORY WARRANTY

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

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

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____ ____, 20_____

Carlos A. Lopez, P.E.
2/9/2022

CONTRACTOR

LJA ENGINEERING, INC.

By Kenneth G Schrock

Printed Name: Kenneth G. Schrock, P.E.

Title: Senior Vice President

Date: February 8, 20 22

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Right of Way Acquisition Services (ROW)

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

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

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

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

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

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

LJA Engineering, Inc.
Name of Firm

Signature of Certifying Official

Kenneth G. Schrock
Printed Name of Certifying Official

Senior Vice President
Title of Certifying Official

2.3, 2022
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Kenneth G. Schrock the Sr Vice President of WA Engineering, on behalf of said firm.

JULIE DAWN MITCHELL
Notary Public, State of Texas
Comm. Expires 12-22-2025
Notary ID 125213053

Notary Public in and for the
State of Texas

My commission expires: 12.22.25

EXHIBIT B

SERVICES TO BE PROVIDED BY THE CONTRACTOR
ROW ACQUISITION SERVICES FOR RM 150 WEST ALIGNMENT
FROM I-35 TO RM 150/KYLE

The Contractor may perform the following including but not limited to the tasks below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT AND COORDINATION
- APPRAISALS
- NEGOTIATIONS
- PREPARATION OF AGREEMENTS
- RIGHT OF WAY ACQUISITION
- RELOCATION ASSISTANCE

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Right of Way Acquisition Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Contractor").

Part1. The Contractor will provide the following Right of Way Acquisition Services set forth in Attachment "B" of this Work Authorization.

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

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Right of Way Acquisition Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

CONTRACTOR:	COUNTY:
[Insert Company Name HERE]	Hays County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Contractor

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

Fee/Rate Schedule

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

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/17/2021

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

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

PRODUCER
USI Southwest
9811 Katy Freeway, Suite 500
Houston TX 77024

CONTACT NAME: Jaye Reinertsen/Michelle Weweh
PHONE (A/C, No, Ext): 713 490-4600 **FAX (A/C, No):**
E-MAIL ADDRESS: Jaye.Reinertsen@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Lexington Insurance Company	19437
INSURER E : Argonaut Insurance Company	19801
INSURER F :	

INSURED LJAENGIN
LJA Engineering, Inc.
Additional Named Insureds Below
3600 W Sam Houston Parkway S, Suite 600
Houston TX 77042

COVERAGES **CERTIFICATE NUMBER:** 1158622459 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			61UUNOL5145	9/1/2021	9/1/2022	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X 10,000						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	**AUTOMOBILE LIABILITY**			61UENOL5146	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X BI/PD Ded: [ ] $10,000							$
A	X **UMBRELLA LIAB** [X] OCCUR			61XHUOL5147	9/1/2021	9/1/2022	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED [X] RETENTION $ 10,000							$
C E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		0002002511 928548620044	9/1/2021 9/1/2021	9/1/2022 9/1/2022	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liability			031565496	9/1/2021	9/1/2022	$5,000,000 $5,000,000	Per Claim Annl Aggr.

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

Additional Named Insureds:

Berg-Oliver Associates, Inc.; 14701 St. Mary's Lane, Suite 400; Houston, TX 77079

Horizon Environmental Services, Inc.; 1507 South IH 35; Austin, TX 78741

LJA Infrastructure, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

See Attached...

CERTIFICATE HOLDER

Hays County
111 E San Antonio Street
Suite 202
San Marcos TX 78666

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: LJAENGIN

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
USI Southwest	LJA Engineering, Inc. **Additional Named Insureds Below** 3600 W Sam Houston Parkway S, Suite 600 Houston TX 77042
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

LJA Rail, LLC; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

LJA Surveying, Inc.; 3600 W Sam Houston Pkwy S, Suite 175; Houston, TX 77042

LJA Builds, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

LJA Environmental Services, LLC; 14701 St. Mary's Lane, Suite 400; Houston, TX 77042

David C. Baldwin, Inc. dba DCBA Landscape Architecture; 730 E. Park Blvd; Plano, TX 75704

GXT, Ltd & GenerationNext Telecommunications, Inc.

Ramos Consulting , LLC; 6720 Vaught Ranch Road, Suite 140, Austin, TX 78730

KDM Acquisition Services, Inc.;3600 W Sam Houston Pkwy S, Suite 600; Houston, TX 77042

General Liability Maximum Annual Aggregate limit $10,000,000

All policies listed (except for Work Comp and Professional Liability) include an automatic Additional Insured that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only regarding work performed on behalf of the named insured per policy forms HG0001 09/16 (includes ongoing operations) & CG2038 04/13 (GL); HA9916 03/12 (AL); XL0003 09/16 (UL).

Coverage provided on the General and Auto Liability is primary and non-contributory if required by a written contract executed prior to a loss.

All policies listed provide a Blanket Waiver of Subrogation when required by written contract executed prior to a loss per policy forms HG0001 09/16 (GL); HA9916 03/12 (Auto); XL0003 09/16 (UL); and WC420304B (WC).

The Umbrella Liability policy follows form to the underlying General, Automobile and Employers Liability policies.

All policies listed include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for non-payment of premium will be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

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CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

LJA Engineering, Inc.

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

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

n/a

Name of Officer

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

n/a

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

n/a

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

7

Kenneth G Schroeder

Signature of vendor doing business with the governmental entity

1/20/22

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-848382

Date Filed:
02/08/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LJA Engineering, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

21-7981
Right of Way Acquisition Services for RM 150 West Alignment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
McKee, Alan B.	Houston , TX United States	X	
Alford, Susan D.	Houston, TX United States	X	
Collins, Jeff P.	Houston, TX United States	X	
Ross, James D.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kenneth G. Schrock, and my date of birth is 4/27/1965.

My address is 7500 Rialto Blvd., Ste. 100 (street), Austin (city), TX (state), 78735 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 8 day of Feb. (month), 20 22 (year).

Kenneth G. Schrock
Signature of authorized agent of contracting business entity
(Declarant)

Hays County
House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

9/28/2021
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 28 day of September, 2021, personally appeared Kenneth G. Schrock, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

JULIE MITCHELL
NOTARY PUBLIC
ID# 125213053
State of Texas
Comm. Exp. 12-22-2021

9-28-21
Date

Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

N/A

Employee Name Title

Section B: Former Hays County Employee

N/A

Employee Name Title Date of Separation from County

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

N/A

Employee or Former Employee Name Title

N/A

Name of Related Person Title Relationship

Section D: No Known Relationships

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

No relationships in accordance with the above exists or are known to exist.

Attach additional pages if necessary.

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

LJA Engineering, Inc.
Name of Vendor

Kenneth G. Schrock
Signature of Certifying Official

Senior Vice President
Title of Certifying Official

Kenneth G. Schrock
Printed Name of Certifying Official

1/18/2022
Date

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

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

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

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

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 2 in the amount of $7,381.25 to the Professional Services Agreement between Hays County and Frank Surveying Company, Inc., DBA FSC, Inc. for the US 290 West at Henly Loop and Martin Road project in Precinct 3, as part of the 2016 Road Bond Program utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 15, 2022	$7,381.25

LINE ITEM NUMBER

Road Bonds [034]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, Transportation Director	SHELL	N/A

SUMMARY

This Contract Amendment increases the contract compensation cap by $7,381.25 from $342,618.75 to $350,000.00 as well as revise Exhibit B - Engineering Services and Exhibit D - Rate Schedule for all work categories using the CPI rate increase language from the Master Contract. This will allow for the execution of Work Authorization #2 for bid and construction phase services. This effort will be funded through the 2016 Road Bond Program project number 23-865-034.

CONTRACT AMENDMENT NO. 2
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT:
US 290 West (Henly Loop & Martin Road) ("Project")

THIS CONTRACT AMENDMENT NO. 2 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Frank Surveying Co., Inc. DBA FSC, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective October 23, 2018 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $342,618.75; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $342,618.75 to $ 350,000.00 .

II. The Engineering Services in the original Exhibit B of the Contract are hereby amended to include Construction Phase Services as shown in the attached revised Exhibit B (must be attached).

III. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

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

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

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Kirk E. Lowe, PE	_____
Printed Name	Printed Name
VP of Engineering, FSC, Inc.	_____
Title	Title
2/8/2022	_____
Date	Date

Carlos A. Lopez, P.E.
2/9/2022

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER
CONSTRUCTION PHASE SERVICES FOR US 290 WEST (HENLY & MARTIN)

PROJECT DESCRIPTION

Existing Facility

The US 290 West intersection at both Henly Loop and Martin Road are non-signalized 3-way intersections. US 290 West has an east and west-leg, and consists of two 12-foot lanes, a 14-foot center turn lane, and 10-foot shoulders of asphalt concrete pavement with open ditch drainage at each intersection. The right-of-way at US 290 is 120' at each intersection.

Henly Loop has a north-leg and consists of two 12-foot lanes of asphalt concrete pavement with open ditch drainage that terminates at US 290. Henly Loop has a right-of-way width of approximately 50-feet and has a narrow-paved shoulder with no continuous curb & gutter or sidewalk. Existing cross-culverts carry runoff under existing paved driveways to a cross culvert under US 290, which drains to the south of US 290.

Martin Road (CR 188) has a north-leg and consists of two 10-foot lanes of asphalt concrete pavement with open ditch drainage. Prior to terminating into US 290, Martin winds east to west to accommodate a significant grade change. Martin Road has a right-of-way width of approximately 30-feet, has no paved shoulders and a concrete drainage flume along the east side. Existing cross-culverts carry runoff under existing paved driveways and under Martin Road, on the north leg of the intersection.

Proposed Facility

The proposed intersection improvements will provide improved safety and level-of-service. The improvements consist of widening US 290 to add a free right-turn lane for westbound traffic to proceed north on Henly Loop and Martin Road.

Henly Loop and Martin Road will each be widened with a southbound to eastbound left-turn; and southbound to westbound right-turn lane. The proposed Martin Road improvements will include realignment to eliminate the winding section. Design plans are complete and construction is underway for both projects.

TASK 1 –CONSTRUCTION PHASE SERVICES

The Engineer will:

A. Attend Pre-Construction Meetings (2 total)

B. Respond to Request For Information (RFI)

- Respond to Request For Information – RFIs (20 Assumed)

- Attend site visits and/or meetings to gather data and information for RFI responses.
- Respond to Contractor RFIs and provide design clarifications, additional information, and additional data to the County as required.

C. Review Contractor Submittals & Shop Drawings (10 Assumed):

- Review Contractor submittals and shop drawings received from the County. Shop drawings will be reviewed for general conformance with the plans and specifications and will include providing stamped concurrence, exceptions or resubmittal notations to the Contractor.

D. Plan Revisions For Field Changes (10 Sheets Assumed):

- Provide minor revisions to plans in order to address differing site conditions, third party accommodation, or other owner directed changes. Revisions to plans will include revision clouds around any changes, will include descriptions and quantities of changes, CAD files, and will be sealed by a professional engineer.

E. Attend Monthly Progress Meetings (6 Assumed):

- Attend monthly meetings at the project site or Hays County representative office during construction to address questions on interpretation of plans.

F. Project Management:

- Coordination with Hays County, TxDOT and Hays County GEC.
- Contract Management

DELIVERABLES

All contract documents, including hard copies and electronic files, shall be turned over to the County at each milestone and at the completion of the project. Documents shall be posted to the County's project management database as requested.

EXHIBIT D

CPI Rate Adjustment

CPI ADJUSTMENT CALCULATION		
BASE (1982-84) = 100	100	
October 2018 PSA SIGNED	244.163	consumerpriceindex_south_20181114.pdf (bls.gov)
December 2021	269.263	consumerpriceindex_south.pdf (bls.gov)
DELTA	110.28%	

FSC US 290 at Henly Loop & Martin Road		
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)	**PROPOSED RATE (per hour)**
Principal	$ 180.00	**$ 198.50**
Project Manager	$ 150.00	**$ 165.42**
Engineer (PE)	$ 150.00	**$ 165.42**
EIT	$ 120.00	**$ 132.34**
Engineer Tech	$ 95.00	**$ 104.77**
Survey Project Manager	$ 150.00	**$ 165.42**
RPLS	$ 125.00	**$ 137.85**
Senior Survey Tech	$ 85.00	**$ 93.74**
2-Man Survey Crew	$ 130.00	**$ 143.36**
3-Man Survey Crew	$ 170.00	**$ 187.48**
Admin/Clerical	$ 60.00	**$ 66.17**
Halff Associates, Inc.		
Principal	$ 250.00	**$ 275.70**
Sr. Project Manager	$ 225.00	**$ 248.13**
Senior Engineer	$ 175.00	**$ 192.99**
Project Engineer	$ 150.00	**$ 165.42**
Design Engineer	$ 130.00	**$ 143.36**
EIT	$ 110.00	**$ 121.31**
Senior CADD Operator	$ 95.00	**$ 104.77**
Senior RPLS	$ 225.00	**$ 248.13**
Junior RPLS	$ 165.00	**$ 181.96**

Senior Survey Tech	$	90.00	**$**	**99.25**
2-Man Survey Crew	$	170.00	**$**	**187.48**
3-Man Survey Crew	$	205.00	**$**	**226.07**
Admin/Clerical	$	80.00	**$**	**88.22**
Raba Kistner Consulting, Inc.				
Principal	$	200.00	**$**	**220.56**
Project Manager	$	195.00	**$**	**215.05**
Project Engineer	$	135.00	**$**	**148.88**
Graduate Engineer	$	115.00	**$**	**126.82**
Log Draft	$	70.00	**$**	**77.20**
Drafter	$	100.00	**$**	**110.28**
Admin/Clerical	$	70.00	**$**	**77.20**

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve the selection of BGE, Inc. to perform Construction Engineering and Inspection (CE&I) services for the Darden Hill at Sawyer Ranch Roundabout project in Precinct 4; 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	February 15, 2022	$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 Borcherding, P.E., Transportation Director	SMITH	N/A

SUMMARY

The Darden Hill at Sawyer Ranch Roundabout Project has a bid opening scheduled for February 10, 2022. The County would like to begin negotiations with BGE for construction engineering and inspection to have them under contract before construction begins.

BGE, 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 August 18, 2020, which will have its compensation cap increased to allow execution of this Work Authorization utilizing a discretionary exemption as authorized per Government Code Ch. 2254.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Halff Associates, Inc. to provide right-of-way acquisition services for the Low Water Crossing Improvements at Sycamore Creek in Precinct 3 and Bear Creek in Precinct 4.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 15, 2022	$80,860

LINE ITEM NUMBER

035-804-96-870.5632_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, P.E., Transportation Director	SMITH	SHELL

SUMMARY

The Low Waters Crossing Improvements [25-870-034] at Sycamore Creek Drive at Sycamore Creek and Bear Creek Pass (CR 367) at Bear Creek are currently under design and requires right-of-way (ROW) acquisition services. Halff Associates, Inc. has been pre-qualified by Hays County for the requested services and was selected by Commissioners Court action on September 21, 2021 to provide the requested services for the Low Water Crossing Improvements project. Work Authorization #1 in the amount of $80,860.00 will authorize title & closing services, negotiation services, initial and updated appraisal services, and condemnation support. This project and work is funded by the 2016 Road Bond Program.

HAYS COUNTY
CONTRACT FOR RIGHT OF WAY ACQUISITION SERVICES

FIRM: Halff Associates, Inc. **("Contractor")**
ADDRESS: 1201 North Bowser Road, Richardson, Texas 75081
PROJECT: Precinct 4 Low Water Crossing ROW Coordination Services **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR RIGHT OF WAY ACQUISITION SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Contractor, and such Contract is for the purpose of contracting for right of way acquisition services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Contractor desire to contract for such professional Right of Way Acquisition services; and

WHEREAS, County and Contractor wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

B. Project Documents. The Contractor will refer to the following documents:

A. Texas Landowners Bill of Rights
B. Design plans from the Engineer
C. County acquisition forms and documents

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

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

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

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

ARTICLE 3
RIGHT OF WAY COORDINATION SERVICES

Contractor shall perform Right a Way Coordination Services as identified in **Exhibit B** entitled "Right of Way Services."

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

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

ARTICLE 4
CONTRACT TERM

A. Term. The Contractor is expected to complete the Right of Way Acquisition Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Contractor does not perform the Right of Way Acquisition Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Right of Way Acquisition Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Right of Way Acquisition Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Contractor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Right of Way Acquisition Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

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

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

ARTICLE 5
COMPENSATION AND EXPENSES

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

The maximum amount payable under this Contract, without modification, is **Eighty Thousand Eight Hundred Sixty and no/100 Dollars ($80,860.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Right of Way Acquisition Services set forth in **Exhibit B**, as authorized by County.

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

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

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

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

ARTICLE 6
METHOD OF PAYMENT

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

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

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

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

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

ARTICLE 7
PROMPT PAYMENT POLICY

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

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

A. There is a bona fide dispute between County and Contractor concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Contractor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Right of Way Acquisition Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

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

ARTICLE 8
COMMENCEMENT OF RIGHT OF WAY ACQUISITION SERVICES

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

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701

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

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

Halff Associates, Inc.
1201 North Bowser Road
Richardson, Texas 75081
Attn: Mark M. Janicki, JD, PE

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

ARTICLE 10
PROGRESS EVALUATION

Contractor shall, from time to time during the progress of the Right of Way Acquisition

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

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

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

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Right of Way Acquisition Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

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

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

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

ARTICLE 12
ADDITIONAL RIGHT OF WAY ACQUISITION SERVICES

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

ARTICLE 13
CHANGES IN COMPLETED RIGHT OF WAY ACQUISITION SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Right of Way Acquisition Services or parts thereof which involve changes to the original Right of Way Acquisition Services or character of Right of Way Acquisition Services under this Contract, then Contractor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Right of Way Acquisition Services and paid for as specified under Article 12.

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

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or

modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Right of Way Acquisition Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

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

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

Upon execution of this Contract, Contractor grants to County permission to reproduce Contractor's Work Products for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Contractor shall obtain similar permission from Contractor's subcontractors/subconsultants consistent with this Contract. If and upon the date Contractor is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Work Products for the purposes of completing, using and maintaining the Project.

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

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

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

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

ARTICLE 18
REVIEW OF RIGHT OF WAY ACQUISITION SERVICES

Contractor 's Right of Way Acquisition Services will be reviewed by County under its applicable technical requirements and procedures.

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

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

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

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

D. Errors and Omissions. After Final Approval, Contractor shall, without additional compensation, perform any work required as a result of Contractor 's development of the work which is found to be in error or omission due to Contractor's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Right of Way Acquisition Services.

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

F. County's Reliance on Contractor. **CONTRACTOR'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE CONTRACTOR BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE**

CONTRACTOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE RIGHT OF WAY ACQUISITION SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Contractor, as a consequence of failure by Contractor to perform the Right of Way Acquisition Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Contractor, upon not less than thirty (30) days' written notice to Contractor.

E. By satisfactory completion of all Right of Way Acquisition Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Contractor. In determining the value of the Right of Way Acquisition Services performed by Contractor prior to termination, County shall be the sole judge. Compensation for Right of Way Acquisition Services at termination will be based on a percentage of the Right of Way Acquisition Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the

termination of this Contract is due to the failure of Contractor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Right of Way Acquisition Services to completion. In such case, Contractor shall be liable to County for any additional and reasonable costs incurred by County.

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

ARTICLE 21
COMPLIANCE WITH LAWS

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

Contractor shall further obtain all permits and licenses required in the performance of the Right of Way Acquisition Services contracted for herein.

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

ARTICLE 22
INDEMNIFICATION

CONTRACTOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH CONTRACTOR INCLUDING, WITHOUT LIMITATION, CONTRACTOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

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

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

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

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

ARTICLE 23
CONTRACTOR'S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER'S SEAL

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

ARTICLE 25
INSURANCE

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

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

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

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

C. Premiums and Deductible. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by County in advance.

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

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

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

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

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

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

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

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

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

With copy to: HNTB Corporation
Attn: Carlos A. Lopez, P.E.
701 Brazos, Suite 450
Austin, Texas 78701

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

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

ARTICLE 26
COPYRIGHTS

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

ARTICLE 27
SUCCESSORS AND ASSIGNS

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

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
CONTRACTOR'S ACCOUNTING RECORDS

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

ARTICLE 31
NOTICES

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

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

With copy to: HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

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

Contractor: Halff Associates, Inc.
1201 North Bowser Road
Richardson, Texas 75081
Attn: Mark M. Janicki, JD, PE

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Contractor understands and agrees that time is of the essence and that any failure of Contractor to complete the Right of Way Acquisition Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Contractor shall notify County in writing as soon as possible if it determines, or reasonably anticipates, that the Right of Way Acquisition Services will not be completed in accordance with an applicable Work Authorization. Contractor shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Contractor's standard of performance as defined herein. Where damage is caused to County due to Contractor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Contractor's payments hereunder without waiver of any of County's additional legal rights or remedies.

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

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

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

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

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

judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Contract, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Contract.

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

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

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

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

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

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

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

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

ARTICLE 33
DISPUTE RESOLUTION

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

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

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

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

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

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

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

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

supplier as a result of such direction, the Contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 35
STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS

As required by Chapter 2270, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SIGNATORY WARRANTY

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

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

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____ ____, 20_____

Carlos A. Lopez, P.E.
2/9/2022

CONTRACTOR

HALFF ASSOCIATES, INC.

By: _____

Printed Name: Mark M. Janicki, JD, PE

Title: Vice President

Date: 2/08/22

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Right of Way Acquisition Services (ROW)

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

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

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

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

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

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

Halff Associates, Inc.
Name of Firm

Signature of Certifying Official

Mark M. Janicki, JD, PE
Printed Name of Certifying Official

Vice President
Title of Certifying Official

2/08/22
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Mark Janicki the Vice President of Halff Associates, on behalf of said firm.

Notary Public in and for the
State of Texas

My commission expires: Mar. 13 2023

EXHIBIT B

SERVICES TO BE PROVIDED BY THE CONTRACTOR
ROW ACQUISITION SERVICES FOR PRECINCT 4 LOW WATER CROSSING

The Contractor may perform the following including but not limited to the tasks below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT AND COORDINATION
- APPRAISALS
- NEGOTIATIONS
- PREPARATION OF AGREEMENTS
- RIGHT OF WAY ACQUISITION
- RELOCATION ASSISTANCE

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Right of Way Acquisition Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Contractor").

Part1. The Contractor will provide the following Right of Way Acquisition Services set forth in Attachment "B" of this Work Authorization.

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

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Right of Way Acquisition Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

CONTRACTOR:	COUNTY:
Halff Associates, Inc.	Hays County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Contractor

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

Fee/Rate Schedule

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

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Client#: 98667 HALFASSO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/07/2022

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

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

PRODUCER
Greyling Ins. Brokerage/EPIC
3780 Mansell Road, Suite 370
Alpharetta, GA 30022

CONTACT NAME: Carly Underwood
PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No):
E-MAIL ADDRESS: carly.underwood@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co.	19445
INSURER B : The Continental Insurance Company	35289
INSURER C : New Hampshire Ins. Co.	23841
INSURER D : Allied World Surplus Lines Ins	24319
INSURER E :	
INSURER F :	

INSURED
Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

COVERAGES CERTIFICATE NUMBER: 21-22 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL5856923	08/01/2021	08/01/2022	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA5717893	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			7015026436	07/01/2021	08/01/2022	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC014195843	08/01/2021	08/01/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab incl. Pollution			03113813	07/12/2021	08/01/2022	Per Claim $2,000,000 Aggregate $2,000,000	

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

Re: AVO: 43193, Precinct 4 Low Water Crossing ROW Coordination Services. Hays County, its directors, officers and employees are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.
The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract.
(See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

Signature of Company Representative

2/4/21
Date

On this 4th day of February, 2021, personally appeared Jenifer Houdmann, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

VICTORIA C. GILL
NOTARY PUBLIC
STATE OF TEXAS
ID 128783985
EXP. 10-27-2023

Notary Public in and for the State of Texas

2/4/21
Date

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Halff Associates, Inc.

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 _____ 2/4/21
Signature of vendor doing business with the governmental entity Date

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

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: Jenifer Houdmann, Right of Way Team Leader

COMPANY NAME: Halff Associates, Inc.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-713778

Date Filed:
02/04/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Halff Associates Inc.
Richardson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFQ 2021-Q02
Right of Way Acquisition Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bargainer, Tim	Austin, TX United States	X	
Baker, Jessica	Richardson, TX United States	X	
Edwards , Mark	Richardson, TX United States	X	
Ickert, Andrew	Fort Worth, TX United States	X	
Jackson, Todd	Austin, TX United States	X	
Kunz, Pat	Richardson, TX United States	X	
Llewellyn Sr., Mark	Tallahassee, FL United States	X	
Miller, Steve	Austin, TX United States	X	
Moya, Michael	Austin, TX United States	X	
Murray, Menton	McAllen, TX United States	X	
Sagel, Joseph	Richardson, TX United States	X	
Tanksley, Dan	Richardson, TX United States	X	
Zapalac, Russell	Austin, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-713778

Date Filed:
02/04/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Halff Associates Inc.
Richardson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFQ 2021-Q02
Right of Way Acquisition Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jenifer Houdmann, and my date of birth is 1/16/74.

My address is 1201 N. Bowser Road (street), Richardson (city), TX (state), 75081 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 4 day of Feb. (month), 20 21 (year).

Signature of authorized agent of contracting business entity
(Declarant)

XVI. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

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

Employee or Former Employee Name Title

Name of Related Person Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:
Halff Associates, Inc. has no known relationships in accordance with the list above.

Attach additional pages if necessary.

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

Halff Associates, Inc.
Name of Vendor

Signature of Certifying Official

Right of Way Team Leader
Title of Certifying Official

Jenifer Houdmann
Printed Name of Certifying Official

2/4/21
Date

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

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

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

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

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept fiscal surety for the street and drainage improvements in the amount of $1,225,525.13 for Sunset Oaks, Section 4, Phase 2A Subdivision (Bond No. 30142526).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

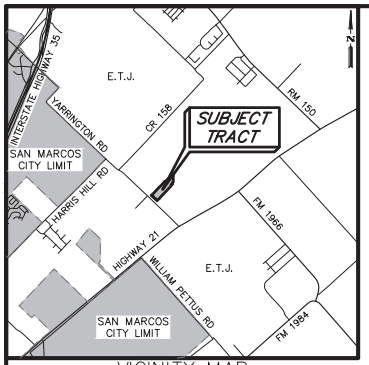
AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	INGALSBE	N/A

SUMMARY

The final plat for Sunset Oaks, Section 4, Phase 2A subdivision has been reviewed under the interlocal cooperation agreement with the City of San Marcos and has been conditionally approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.



VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE: 1" = 100'

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
CALLED 25.976 ACRES
DOCUMENT NO. 21048840 O.P.R.H.C.

LEGEND

N.T.S.	NOT TO SCALE
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.R.H.C.	PLAT RECORDS OF HAYS COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
○	SET 1/2" IRON ROD W/CAP "BGE INC"
●	FOUND 1/2" IRON ROD
●"c"	FOUND 1/2" IRON ROD W/CAP "CHAPARRAL BOUNDARY"
·····	PROPOSED SIDEWALK
(N)	BLOCK IDENTIFICATION
	BEST AVAILABLE 100 YEAR FLOODPLAIN
	F.E.M.A. 100 YEAR FLOODPLAIN
	WETLANDS
	SCALE BREAK SYMBOL
	CITY OF SAN MARCOS CONTROL MONUMENT

DETAIL "A"
N.T.S.

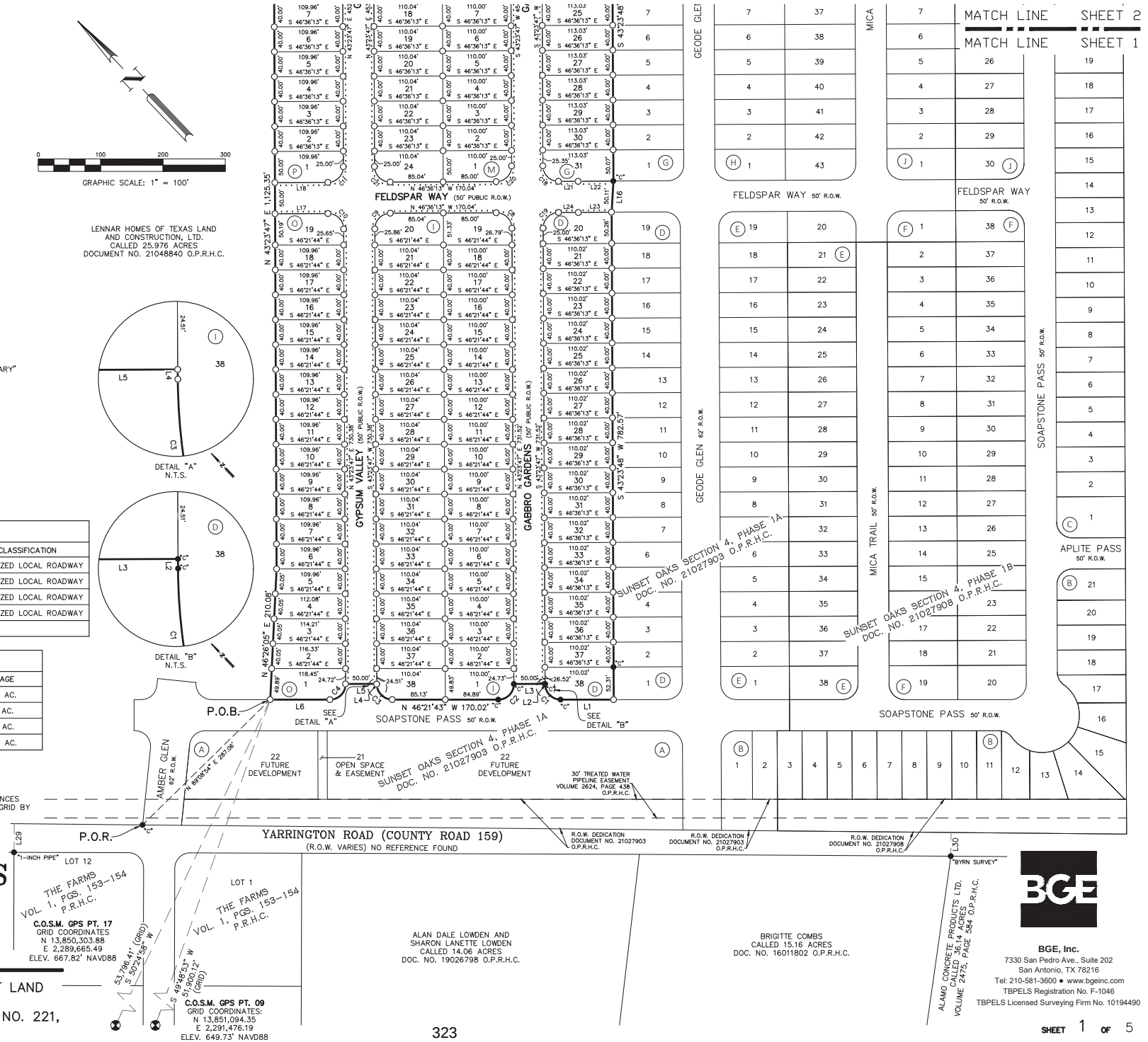
DETAIL "B"
N.T.S.

STREET NAMES			
STREET	R.O.W. WIDTH	CENTERLINE LENGTH	CLASSIFICATION
GYPSUM VALLEY	50 FT.	1,334 FT.	URBANIZED LOCAL ROADWAY
FELDSPAR WAY	50 FT.	542 FT.	URBANIZED LOCAL ROADWAY
GABBRO GARDENS	50 FT.	1,580 FT.	URBANIZED LOCAL ROADWAY
SOAPSTONE PASS	50 FT.	374 FT.	URBANIZED LOCAL ROADWAY
TOTAL LINEAR FEET		3,830 FT.	

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	138	14.656 AC.
OPEN SPACE	1	3.710 AC.
RIGHT-OF-WAY	–	4.260 AC.
TOTAL	139	22.626 AC.

BEARING BASIS

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83. ALL DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY USING THE COMBINED SCALE FACTOR = 0.99988844



FINAL PLAT
SUNSET OAKS SECTION 4, PHASE 2A

A SUBDIVISION OF 22.626 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

G:\TXC\Projects\San Antonio Projects\7732-00 - Sunset Oaks\02 - Phase 2A\06_Survey\04_Finals\Drawings\Plat\7732-02_Sunset_Oaks_Phase2A_Plat.dwg, 10/28/2021 9:35 AM, sborger, 1:0

GRAPHIC SCALE: 1" = 100'

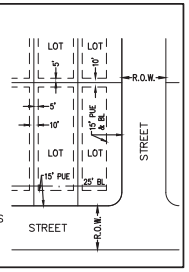
LEGEND

N.T.S.	NOT TO SCALE
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.R.H.C.	PLAT RECORDS OF HAYS COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
○	SET 1/2" IRON ROD W/CAP "BGE INC"
●	FOUND 1/2" IRON ROD
●"c"	FOUND 1/2" IRON ROD W/CAP "CHAPARRAL BOUNDARY"
· · · · · · ·	PROPOSED SIDEWALK
(N)	BLOCK IDENTIFICATION
	BEST AVAILABLE 100 YEAR FLOODPLAIN
	F.E.M.A. 100 YEAR FLOODPLAIN
	WETLANDS
	SCALE BREAK SYMBOL
	CITY OF SAN MARCOS CONTROL MONUMENT

TYPICAL PUBLIC UTILITY EASEMENTS

N.T.S.

AN EASEMENT IS HEREBY DEDICATED FOR THE USE OF PUBLIC UTILITIES, BEING 15 FEET ALONG THE ROAD FRONTAGE LOT LINE OF EACH LOT AND FIVE FEET ALONG THE SIDE AND BACK LOT LINES OF EACH LOT.



BEARING BASIS

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83. ALL DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY USING THE COMBINED SCALE FACTOR = 0.99988844

FINAL PLAT

SUNSET OAKS SECTION 4, PHASE 2A

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LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
20	D	0.123	5,374
21	D	0.101	4,401
22	D	0.101	4,401
23	D	0.101	4,401
24	D	0.101	4,401
25	D	0.101	4,401
26	D	0.101	4,401
27	D	0.101	4,401
28	D	0.101	4,401
29	D	0.101	4,401
30	D	0.101	4,401
31	D	0.101	4,401
32	D	0.101	4,401
33	D	0.101	4,401
34	D	0.101	4,401
35	D	0.101	4,401
36	D	0.101	4,401
37	D	0.101	4,401
38	D	0.128	5,596

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
17	G	0.135	5,863
18	G	0.100	4,377
19	G	0.104	4,517
20	G	0.104	4,521
21	G	0.104	4,521
22	G	0.104	4,521
23	G	0.104	4,521
24	G	0.104	4,521
25	G	0.104	4,521
26	G	0.104	4,521
27	G	0.104	4,521
28	G	0.104	4,521
29	G	0.104	4,521
30	G	0.104	4,521
31	G	0.127	5,549

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
1	I	0.123	5,346
2	I	0.101	4,400
3	I	0.101	4,400
4	I	0.101	4,400
5	I	0.101	4,400
6	I	0.101	4,400
7	I	0.101	4,400
8	I	0.101	4,400
9	I	0.101	4,400
10	I	0.101	4,400
11	I	0.101	4,400
12	I	0.101	4,400
13	I	0.101	4,400
14	I	0.101	4,400
15	I	0.101	4,400
16	I	0.101	4,400
17	I	0.101	4,400
18	I	0.101	4,400
19	I	0.127	5,537

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
20	I	0.126	5,488
21	I	0.101	4,402
22	I	0.101	4,402
23	I	0.101	4,402
24	I	0.101	4,402
25	I	0.101	4,402
26	I	0.101	4,402
27	I	0.101	4,402
28	I	0.101	4,402
29	I	0.101	4,402
30	I	0.101	4,402
31	I	0.101	4,402
32	I	0.101	4,402
33	I	0.101	4,402
34	I	0.101	4,402
35	I	0.101	4,402
36	I	0.101	4,402
37	I	0.101	4,402
38	I	0.123	5,351

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
1	M	0.123	5,366
2	M	0.101	4,400
3	M	0.101	4,400
4	M	0.101	4,400
5	M	0.101	4,400
6	M	0.101	4,400
7	M	0.101	4,400
8	M	0.101	4,400
9	M	0.101	4,400
10	M	0.101	4,400
11	M	0.101	4,400
12	M	0.135	5,868

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
13	M	0.133	5,788
14	M	0.101	4,402
15	M	0.101	4,402
16	M	0.101	4,402
17	M	0.101	4,402
18	M	0.101	4,402
19	M	0.101	4,402
20	M	0.101	4,402
21	M	0.101	4,402
22	M	0.101	4,402
23	M	0.101	4,402
24	M	0.123	5,368

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
1	N	0.136	5,906
2	N	0.130	5,655
3	N	0.130	5,655
4	N	0.132	5,756
5	N	0.139	6,040
6	N	0.180	7,831
7	N	0.101	4,400
8	N	0.101	4,400
9	N	0.101	4,400
10	N	0.101	4,400
11	N	0.107	4,662
900	N	3.710	161,593

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
1	O	0.134	5,833
2	O	0.108	4,696
3	O	0.106	4,611
4	O	0.104	4,526
5	O	0.102	4,441
6	O	0.101	4,398
7	O	0.101	4,398
8	O	0.101	4,398
9	O	0.101	4,398
10	O	0.101	4,398
11	O	0.101	4,398
12	O	0.101	4,398
13	O	0.101	4,398
14	O	0.101	4,398
15	O	0.101	4,398
16	O	0.101	4,398
17	O	0.101	4,398
18	O	0.101	4,398
19	O	0.124	5,410

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
1	P	0.123	5,364
2	P	0.101	4,398
3	P	0.101	4,398
4	P	0.101	4,398
5	P	0.101	4,398
6	P	0.101	4,398
7	P	0.101	4,398
8	P	0.101	4,398
9	P	0.101	4,398
10	P	0.101	4,398
11	P	0.101	4,398
12	P	0.131	5,702

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 46°21'43" W	85.12'
L2	N 43°23'48" E	0.42'
L3	N 46°36'12" W	50.01'
L4	N 43°23'48" E	0.42'
L5	N 46°36'12" W	50.01'
L6	N 46°21'43" W	95.99'
L7	N 45°36'38" E	50.00'
L8	N 46°13'59" E	109.77'
L9	N 82°34'22" E	41.34'
L10	S 88°55'03" W	50.01'
L11	S 01°04'57" E	85.01'
L12	S 01°04'57" E	50.00'
L13	S 88°55'03" W	24.78'
L14	S 03°51'09" E	76.77'
L15	S 25°36'38" W	40.01'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L16	S 46°49'50" W	50.10'
L17	N 46°36'13" W	84.96'
L18	S 46°36'13" E	84.96'
L19	N 47°00'49" W	34.59'
L20	N 88°55'03" E	24.76'
L21	S 46°36'13" E	31.45'
L22	S 46°53'04" E	56.58'
L23	N 46°53'04" W	53.46'
L24	N 46°36'13" W	31.57'
L25	S 78°15'41" W	54.73'
L26	S 85°18'47" W	54.73'
L27	S 88°53'26" W	50.37'
L28	S 01°07'40" E	10.00'
L29	N 44°11'38" E	45.97'
L30	N 44°10'15" E	38.19'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	39.18'	25.00'	89°47'18"	N 01°28'57" W	35.29'
C2	39.38'	25.00'	90°14'32"	S 88°31'03" W	35.43'
C3	39.18'	25.00'	89°47'19"	N 01°28'57" W	35.29'
C4	39.38'	25.00'	90°14'32"	S 88°31'03" W	35.43'
C5	30.40'	435.00'	4°00'16"	S 42°23'32" E	30.40'
C6	39.28'	25.00'	90°00'54"	S 43°55'03" W	35.36'
C7	59.97'	275.00'	12°29'41"	S 82°40'12" W	59.85'
C8	39.27'	25.00'	90°00'00"	N 01°36'13" W	35.36'
C9	39.27'	25.00'	90°00'00"	S 88°23'47" W	35.36'
C10	39.27'	25.00'	90°00'00"	N 01°36'13" W	35.36'
C11	39.27'	25.00'	90°00'00"	N 88°23'47" E	35.36'
C12	39.45'	25.00'	90°24'36"	N 01°48'31" W	35.48'
C13	19.89'	435.00'	2°37'09"	S 45°42'15" E	19.88'
C14	17.60'	385.00'	2°37'07"	S 45°42'16" E	17.59'
C15	34.12'	25.00'	78°11'31"	S 86°06'35" E	31.53'
C16	193.56'	325.00'	34°07'24"	S 71°51'21" W	190.71'
C17	218.49'	275.00'	45°31'16"	S 66°09'25" W	212.78'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C18	39.27'	25.00'	90°00'00"	S 01°36'13" E	35.36'
C19	39.27'	25.00'	90°00'00"	S 88°23'47" W	35.36'
C20	39.27'	25.00'	90°00'00"	N 88°23'47" E	35.36'
C21	39.27'	25.00'	90°00'00"	S 01°36'13" E	35.36'
C22	39.09'	25.00'	89°35'24"	S 88°11'29" W	35.23'
C23	39.45'	25.00'	90°24'36"	N 01°48'31" W	35.48'
C24	98.72'	275.00'	20°34'04"	S 66°08'20" W	98.19'
C25	40.11'	275.00'	8°21'21"	S 51°40'37" W	40.07'
C26	19.69'	275.00'	4°06'10"	S 45°26'52" W	19.69'
C27	50.29'	435.00'	6°37'25"	S 43°42'07" E	50.26'
C28	0.52'	325.00'	0°05'30"	S 88°52'18" W	0.52'
C29	40.00'	325.00'	7°03'07"	S 85°18'00" W	39.98'
C30	40.00'	325.00'	7°03'07"	S 78°14'53" W	39.98'
C31	40.00'	325.00'	7°03'07"	S 71°11'46" W	39.98'
C32	40.00'	325.00'	7°03'07"	S 64°08'39" W	39.98'
C33	33.04'	325.00'	5°49'27"	S 57°42'23" W	33.02'

FINAL PLAT

SUNSET OAKS SECTION 4, PHASE 2A

A SUBDIVISION OF 22.626 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

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LEGAL DESCRIPTION

FIELD NOTES FOR A 22.626 ACRE TRACT OF LAND IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS; BEING ALL OF A CALLED 22.626 ACRE TRACT OF LAND AS CONVEYED UNTO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 21048840 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 22.626 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE, a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found on the easterly right-of-way line of Yarrington Road (County Road 159), (R.O.W. ~ varies) at the most southerly corner of a called 25.976 acre tract of land as conveyed unto Lennar Homes of Texas Land and Construction, Ltd. by said Warranty Deed recorded in Document Number 21048840 of the Official Public Records of Hays County, Texas, being the most westerly corner of SUNSET OAKS SECTION 4, PHASE 1A, a subdivision as recorded in Document Number 21027903 of the Official Public Records of Hays County, Texas; THENCE, N 89° 08' 54" E, departing said right-of-way line, over and across said SUNSET OAKS SECTION 4, PHASE 1A, a distance of 287.06 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on a northeast line of said SUNSET OAKS SECTION 4, PHASE 1A, at the southeast corner of said 25.976 acre tract, for the most westerly corner and POINT OF BEGINNING of the herein described tract;

THENCE, departing the northeast line of said SUNSET OAKS SECTION 4, PHASE 1A, with the common line between said 25.976 acre tract and said 22.626 acre tract, the following six (6) courses:

1) N 46°26'05" E, a distance of 210.08 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

2) N 43°23'47" E, a distance of 1,125.35 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve, for a corner of the herein described tract;

3) Curving to the left, with a radius of 435.00 feet, an arc length of 30.40 feet, a central angle of 04°00'16", a chord bearing of S 42°23'32" E, and a chord distance of 30.40 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for a re-entrant corner of the herein described tract;

4) N 45°36'38" E, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

5) N 46°13'59" E, a distance of 109.77 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

6) N 46°18'44" E, a distance of 582.09 feet to a 1/2-inch iron rod found at a common angle point of the remainder of the 199.17 acre tract and a called 811.38 acre tract of land as conveyed unto LaSalle Holdings, LTD in Document Number 06011869 of the Official Public Records of Hays County, Texas, for an angle point of the herein described tract;

THENCE, N 82°34'22" E, coincident with said common line, a distance of 41.34 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found at the common corner of said 22.626 acre tract and said SUNSET OAKS SECTION 4, PHASE 1A, for the north corner of the herein described tract;

THENCE, departing said common line coincident with the common line of the 22.626 acre tract and said SUNSET OAKS SECTION 4, PHASE 1A, the following twenty-three (23) courses:

1) S 01°04'57" E, a distance of 539.50 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a corner of the herein described tract;

2) S 88°55'03" W, a distance of 50.01 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a re-entrant corner of the herein described tract;

3) S 01°04'57" E, a distance of 85.01 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

4) Curving to the right, with a radius of 25.00 feet, an arc length of 39.28 feet, a central angle of 90°00'54", a chord bearing of S 43°55'03" W, and a chord distance of 35.36 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found at the end of this curve;

5) S 01°04'57" E, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a corner of the herein described tract;

6) S 88°55'03" W, a distance of 24.78 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a point of curvature of the herein described tract;

7) Curving to the left, with a radius of 275.00 feet, an arc length of 59.97 feet, a central angle of 12°29'41", a chord bearing of S 82°40'12" W, and a chord distance of 59.85 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found at the end of this curve;

8) S 03°51'09" E, a distance of 76.77 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for an angle point of the herein described tract;

9) S 25°36'38" W, a distance of 40.01 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for an angle point of the herein described tract;

10) S 43°23'48" W, a distance of 570.07 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for an angle point of the herein described tract;

11) S 46°49'50" W, a distance of 50.10 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

12) S 43°23'48" W, a distance of 782.57 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

13) N 46°21'43" W, a distance of 85.12 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a point of curvature of the herein described tract;

14) Curving to the right, with a radius of 25.00 feet, an arc length of 39.18 feet, a central angle of 89°47'18", a chord bearing of N 01°28'57" W, and a chord distance of 35.29 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a point of tangency of the herein described tract;

15) N 43°23'48" E, a distance of 0.42 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a re-entrant corner of the herein described tract;

16) N 46°36'12" W, a distance of 50.01 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found at the beginning of a non-tangent curve, for a re-entrant corner of the herein described tract;

17) Curving to the right, with a radius of 25.00 feet, an arc length of 39.38 feet, a central angle of 90°14'32", a chord bearing of S 88°31'03" W, and a chord distance of 35.43 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a point of tangency of the herein described tract;

18) N 46°21'43" W, a distance of 170.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

19) Curving to the right, with a radius of 25.00 feet, an arc length of 39.18 feet, a central angle of 89°47'19", a chord bearing of N 01°28'57" W, and a chord distance of 35.29 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;

20) N 43°23'48" E, a distance of 0.42 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

21) N 46°36'12" W, a distance of 50.01 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve for a re-entrant corner of the herein described tract;

22) Curving to the right, with a radius of 25.00 feet, an arc length of 39.38 feet, a central angle of 90°14'32", a chord bearing of S 88°31'03" W, and a chord distance of 35.43 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;

23) N 46°21'43" W, a distance of 95.99 feet to the POINT OF BEGINNING and containing 22.626 acres of land, more or less.

FINAL PLAT

SUNSET OAKS SECTION 4, PHASE 2A

A SUBDIVISION OF 22.626 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS

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STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD, ACTING BY AND THROUGH KEVIN PAPE, AUTHORIZED AGENT, BEING OWNER OF A 22.626 ACRE TRACT OF LAND OUT OF THE THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, CONVEYED BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 21048840 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 22.626 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON;

DO HEREBY ADOPT THIS PLAT DESIGNATING THE 22.626 ACRE TRACT AS SUNSET OAKS SECTION 4, PHASE 2A

AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, PUBLIC EASEMENTS AND PUBLIC PLACES SHOWN HEREON UNLESS OTHERWISE INDICATED EITHER BY PLAT OR SEPARATE INSTRUMENT,

AND THAT THIS PLAT IS SUBJECT TO ALL OF THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS AND THE COUNTY OF HAYS, TEXAS.

WITNESS MY HAND THIS _____ DAY OF _____, 20__.

_____
KEVIN PAPE, AUTHORIZED AGENT
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
13620 N. FM 620, BUILDING B, SUITE 150
AUSTIN, TX 78717

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 JOE STUFFORD, 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 _____, 20__.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
MY COMMISSION EXPIRES ON:

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, DION P. ALBERTSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY EMPLOYEES OF BGE INC. ON THE GROUND ON MARCH 3, 2021, AND THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS UPON COMPLETION OF CONSTRUCTION.

PRELIMINARY PENDING FINAL REVIEW

_____ _____
DION P. ALBERTSON, R.P.L.S. NO. 4963 DATE
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

ENGINEER'S CERTIFICATION:

I, CHELSEA OSBOURN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

A PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD OF A WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL 48209C0478F AND 48209C0479F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS.

PRELIMINARY PENDING FINAL REVIEW

_____
CHELSEA OSBOURN, P.E. NO. 140080

ENGINEERING BY:
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216
210-581-3600
TEXAS REGISTERED ENGINEERING FIRM F-1046

CITY OF SAN MARCOS:
CERTIFICATE OF APPROVAL:

APPROVED AND AUTHORIZED TO BE RECORDED ON THE _____ DAY OF _____, 20____
BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS.

_____ _____ _____
CHAIRMAN DATE RECORDING SECRETARY DATE

APPROVED:

_____ _____
DIRECTOR OF PLANNING AND DATE
DEVELOPMENT SERVICES DEPARTMENT

_____
ENGINEERING DATE
AND CAPITAL IMPROVEMENTS

HAYS COUNTY:
CERTIFICATE OF APPROVAL:

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

HAYS COUNTY WATER/WASTEWATER NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING 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. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

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

_____ _____
MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

GENERAL NOTES:

1. FIRE HYDRANT SPACING AND WATER FLOW WILL MEET MAXWELL W.S.C. SPECIFICATIONS.
2. TYPICAL LOT SIZE: 40'x110'
3. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 5.
4 POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25 AND 100 YEAR STORM EVENTS IN THE HEMPHILL CREEK WATERSHED, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. REFER TO THE FLOODPLAIN STUDY AND DETENTION ANALYSIS REPORT BY BGE, INC., DATED SEPTEMBER 29, 2021 FOR SUNSET OAKS PRE AND POST DEVELOPMENT FLOWS.
5. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
6. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH CURRENT HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS CHAPTER 705, SUBCHAPTER 8.03.
7. THE LOTS IN THIS SUBDIVISION WILL BE SERVICED BY A GRAVITY WASTEWATER LINE THAT FLOWS TO A WASTEWATER TREATMENT PLANT.
8. THIS SUBDIVISION IS LOCATED WITHIN HAYS COUNTY E.S.D. #5 AND HAYS C.I.S.D.
9. A 15 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO STREET RIGHTS-OF-WAY AND ALL RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO 25 FOOT FRONT BUILDING SETBACK LINES.
10. PUBLIC SIDEWALKS, BUILT TO CITY OF SAN MARCOS STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: CLAYSTONE TRAIL, GABBRO GARDENS, FELDSPAR WAY AND GYPSUM VALLEY. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. SIDEWALKS WILL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION.
11. FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48209C0415F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS, AND INCORPORATED AREAS. NO SINGLE FAMILY LOTS ARE PROPOSED IN THE 100 YEAR STUDIED FLOODPLAIN.
12. THIS PROPERTY IS NOT LOCATED WITHIN THE CURRENTLY MAPPED EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE OR THE SAN MARCOS RIVER CORRIDOR.
13. UTILITY PROVIDER INFORMATION:
    WATER: MAXWELL W.S.C.
    SEWER: AQUA TEXAS, INC.
    ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE
14. THIS PROJECT IS LOCATED WITHIN THE CURRENT CITY OF SAN MARCOS E.T.J.
15. LOT 900, BLOCK N IS AN OPEN SPACE AND DRAINAGE EASEMENT. THIS LOT SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
16. THIS PLAT (AND LOTS THEREIN) ARE SUBJECT TO A PHASING AGREEMENT FOR SUNSET OAKS SUBDIVISION BETWEEN HAYS COUNTY, TEXAS, KYLE THREE PARTNERS, L.P., AND K MARCOS, LLC, APPROVED APRIL 24, 2018 BY HAYS COUNTY AND ANY AMENDMENTS THEREAFTER. ADDITIONALLY, HAYS COUNTY COMMISSIONER COURT APPROVED VARIANCE ON DECEMBER 11, 2018 FOR LOT SIDE SETBACK AND DRIVEWAY SPACING.
16. DRAINAGE FACILITIES FOR WATER QUALITY PURPOSES WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
18. PARK DEVELOPMENT FEE HAS BEEN ADDRESSED IN P.I.C.P. PERMIT #2020-33005.
19. SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS.
20. NO FENCE OR OTHER OBSTRUCTION SHALL BE PLACED OR INSTALLED IN ANY DRAINAGE EASEMENT SHOWN HEREON.
21. THIS DEVELOPMENT FALLS WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT.
22. ALL ROADWAYS ARE TO BE DEDICATED TO HAYS COUNTY UPON COMPLETION.
23. DATE OF PREPARATION: JUNE 10, 2021.
24. HAYS COUNTY IS NOT RESPONSIBLE FOR SIDEWALK MAINTENANCE. A FULLY EXECUTED LICENSE AGREEMENT MUST BE IN-PLACE PRIOR TO CONSTRUCTION OF SIDEWALKS WITHIN HAYS COUNTY ROW.

THE STATE OF TEXAS

COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ A.D. 20__ AT _____ O'CLOCK _____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT _____ WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20__ AD.

BY _____
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

FINAL PLAT

SUNSET OAKS SECTION 4, PHASE 2A

A SUBDIVISION OF 22.626 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 ● www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

G:\TXC\Projects\San Antonio Projects\7732-00 - Sunset Oaks\02 - Phase 2A\06_Survey\04_Finals\Drawings\Plat\7732-02_Sunset_Oaks_Phase2A_Plat.dwg, 10/28/2021 9:37 AM, sborger, 1:0

BOND No. 30142526

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Lennar Homes of Texas Land and Construction, Ltd. as Principal, and The Continental Insurance Company, a Corporation of the State of Pennsylvania, authorized to write Surety Bonds in the State of Texas, as Surety are jointly and severally held and firmly bound unto HAYS COUNTY, in the sum of One million two hundred twenty-five thousand five hundred twenty-five and 13/100 Dollars ($1,225,525.13) 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 CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the HAYS COUNTY has required the Principal to post fiscal surety for the following purpose:

To insure completion of roadway and drainage improvements as itemized by the Sunset Oaks Section 4 Phase 2A Subdivision Fiscal Estimate in connection with the Erosion/Sed. Control, treet and drainage improvements.

We understand and agree that the only requirement necessary for drawing any part or all the total amount of this bond is a letter request from the HAYS COUNTY singed by the HAYS COUNTY JUDGE, or designee, stating that the HAYS COUNTY 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 HAYS COUNTY and in accordance with the above described specifications, the improvements aforesaid in said project as hereinbefore listed, then this obligation be null and void; otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 20th day of December, 2021.

Lennar Homes of Texas Land and Construction, Ltd.,
a Texas limited partnership
By: U.S. Home Corporation,
a Delaware corporation, its General Partner

PRINCIPAL

Kevin Pape

The Continental Insurance Company

SURETY Mechelle Larkin,
Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Mechelle Larkin

, Individually

of Houston, Texas, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

– In Unlimited Amounts –

Surety Bond Number: 30142526
Principal: Lennar Homes of Texas Land and Construction, Ltd.
Obligee: Hays County

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of February, 2021.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of February, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 20 day of December, 2021.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-2-2021

CNA SURETY

Digital Seal, Signature Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond. Also, as permitted by law, the electronic delivery and submission of any surety bond on behalf of each CNA Surety company and the execution of such surety bonds by an attorney-in-fact of the CNA Surety company using a digital signature shall have the same legal effect as delivery of a tangible original with the original "wet" signature of the attorney-in-fact.

Delivery of a digital copy of this Digital Seal, Signature Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 7th day of April, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:
CNA Surety, Surety Claims
151 North Franklin, 17th Floor
Chicago, IL 606

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 **PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 **ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

Form F8277-6-2018

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company:
CNA Surety, Surety Claims
151 North Franklin, 17th Floor
Chicago, IL 606

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1658-PC; Hold a Public Hearing to discuss final action regarding the Booky T Subdivision, Lot 1, Replat.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
MACHACEK	SHELL	N/A

SUMMARY

Booky T Subdivision is a recorded subdivision located off of US Highway 290 West in Precinct 3.

The proposed replat will divide the existing Lot 1, consisting of 10.65 acres, into two (2) lots: Lot 1A and Lot 1B. Water utility will be achieved by individual private wells. Wastewater treatment will be accomplished by individual advanced on-site sewage facilities.

Hays County Commissioners Court Agenda Request

Meeting Date: February 15th, 2022
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 with Condition regarding the final plat of the Booky T Subdivision, Lot 1, Replat.

BACKGROUND/SUMMARY OF REQUEST:

A) Booky T Subdivision is a recorded subdivision located off of US Highway 290 West. The proposal will divide the 10.65 acre parcel into two (2) lots: Lot 1A and Lot 1B.

   Water service will be accomplished by Individual Private Well and Wastewater treatment will be accomplished by Advanced 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 Lot 1 in the Booky T Subdivision will take place on February 15th, 2022 at 9:00 AM in our Commissioners Court. At that time, consideration for final action regarding the approval of the replat will take place.

STAFF COMMENTS:

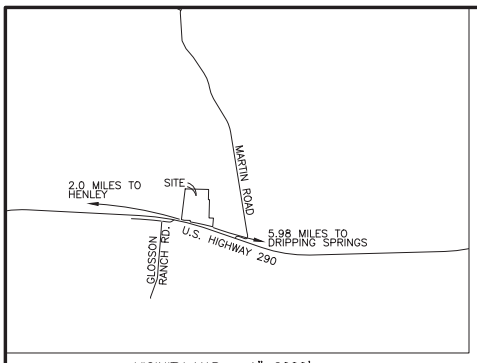
Staff has completed Technical Review for the Booky T Subdivision, Lot 1, Replat. The items remaining are to hold the public hearing for the replat and discuss final action on the proposed replat.

There are no variances requested. The Applicant and Staff are requesting postponement of any further action due to proposed alterations, additional review is conducted, and a recall for a public hearing is scheduled in the near future.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat



VICINITY MAP – 1"=2000'

SURVEYORS NOTES

1. FENCES MEANDER.

2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.

3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0085F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

4. ACCORDING TO SCALING FROM EDWARDS AQUIFER MAPS ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE AND NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.

5. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.

6. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S INCORPORATED CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.

7. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 1 AND 6.

8. THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

9. 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.

10. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

11. ACCORDING TO THE PLAT OF BOOKY T SUBDIVISION, THIS SUBDIVISION IS SUBJECT TO THE FOLLOWING EASEMENTS.
- 10'P.U.E. EACH SIDE OF INTERIOR PROPERTY LINES
- 10'P.U.E. ALONG PERIMETER PROPERTY LINES
- 20'P.E.C. EASEMENT CENTERED ON EXISTING UTILITY LINES
- 20'P.U.E. ALONG HIGHWAY 290

12. 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 THIS PLAT.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, TOY BOX SELF STORAGE, LLC, OWNER OF LOT 1, BOOKY T SUBDIVISION, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED FEBRUARY 22, 2016, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 16005612 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY RESUBDIVIDE THIS PROPERTY TO BE KNOWN AS RESUBDIVISION PLAT OF LOT 1, BOOKY T SUBDIVISION, HAYS COUNTY, TEXAS, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

_____
TREVOR CUTLER
EXECUTIVE OFFICER
TOY BOX SELF STORAGE, LLC
507 MOUNTAIN CREST DR.
WIMBERLEY, TX. 78676

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TREVOR CUTLER, 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 IN AND FOR THE STATE OF TEXAS

DRIVEWAY PERMIT STATEMENT:

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (1) A PERMIT FOR THE USE OF THE COUNTY ROADWAY RIGHT OF WAY HAS BEEN ISSUED UNDER CHAPTER 751 AND (2) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY SUBDIVISION REGULATIONS.

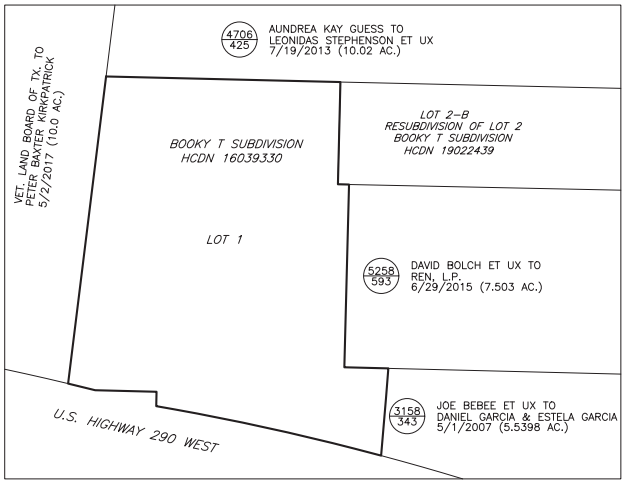
ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTERR 8.03.

LOT SIZE CATEGORIES

TOTAL AREA = 10.65 ACRES
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 5.325 ACRES
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 – 10 ACRES = 1
NUMBER OF LOTS 2 – 5 ACRES = 1
NUMBER OF LOTS 1 – 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

ORIGINAL SCALE
1" = 200'

UTILITIES:
ELECTRIC – PEDERNALES ELEC. COOP.
WATER – WATER WELLS OR RAINWATER COLLECTION
SEWER – INDIVIDUAL ON-SITE SEWAGE FACILITIES



ORIGINAL LOT CONFIGURATION

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, 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 SAID COURT IN

INSTRUMENT NUMBER_____.

_____ _____
RUBEN BECERRA ELAINE H. CARDENAS
COUNTY JUDGE COUNTY CLERK
HAYS COUNTY, TEXAS HAYS COUNTY, TEXAS

LEGEND

VOL / PG	HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
▣	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
●	1/2" IRON ROD FOUND OR DIAMETER NOTED
◙	IRON ROD FOUND WITH PLASTIC CAP STAMPED "4404"
— X —	WIRE FENCE
— ohu —⊕—	UTILITY LINE, POLE AND GUY
PUE	PUBLIC UTILITY EASEMENT
HCIN	HAYS COUNTY INSTRUMENT NUMBER

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20_____, AT

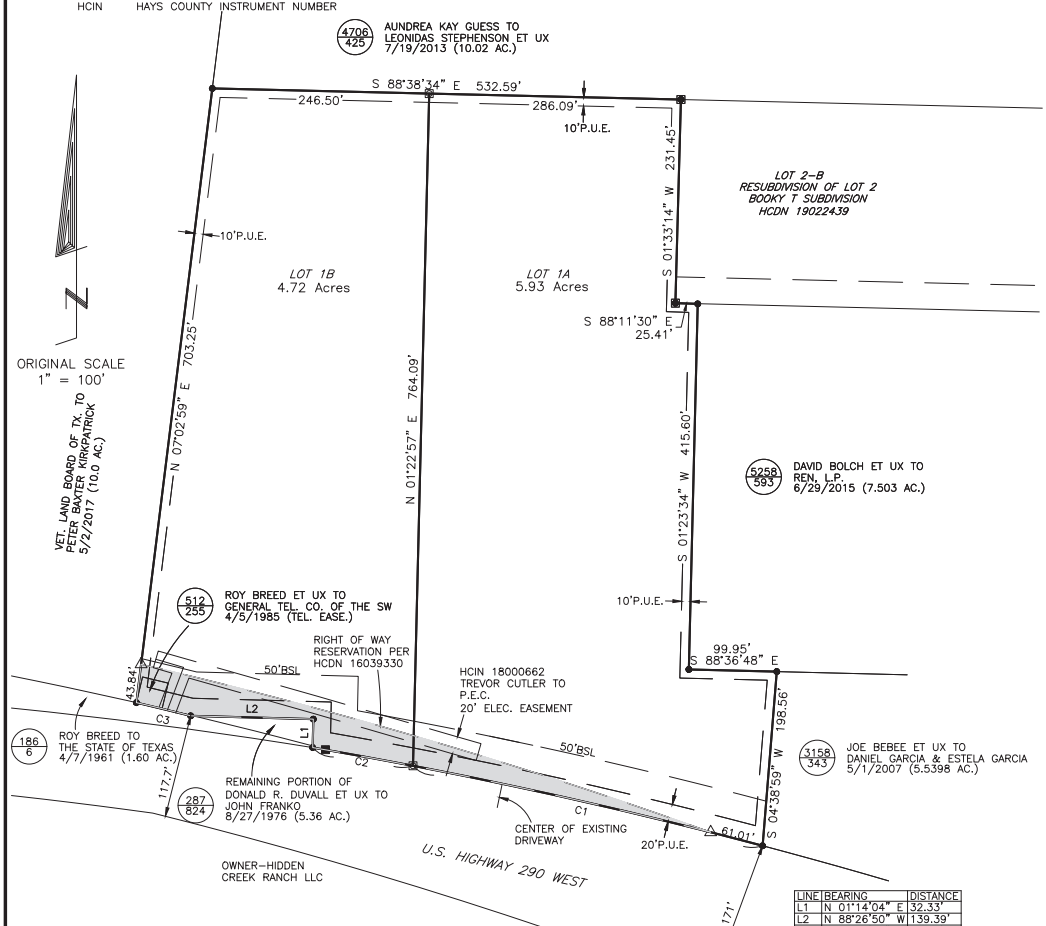
_____ O'CLOCK ____.M., AND DULY RECORDED ON THE _____ DAY OF

_____, 20_____ AT _____ O'CLOCK _____.M., IN

THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER

_____.

_____
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS



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

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

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

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

_____ _____
MARCUS PACHECO, DIRECTOR DATE
HAYS COUNTY DEVELOPMENT SERVICES

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

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	4°02'27"	5779.65'	407.63'	N 77°06'54" W	407.54'
C2	1°08'54"	5779.65'	115.84'	N 79°42'35" W	115.84'
C3	0°37'43"	5789.65'	63.52'	N 76°20'47" W	63.52'
C4	6°38'08"	5829.22'	675.09'	S 73°34'02" E	674.72'
C5	0°29'44"	5779.65'	50.00'	N 78°06'36" W	50.00'

LINE	BEARING	DISTANCE
L1	N 01°14'04" E	32.33'
L2	N 88°26'50" W	139.39'
L3	N 11°53'24" E	31.58'
L4	N 57°15'57" W	25.96'
L5	N 75°25'34" W	62.50'
L6	N 01°22'57" E	25.68'
L7	S 75°25'34" E	141.53'
L8	S 11°53'24" W	62.37'

CLIENT: CUTLER, TREVOR
DATE: 12/4/2020
OFFICE: K. SMITH
CREW: K. SMITH, HADEN
FB/PG: 781/28
PLAT NO. 27841–20–c

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512–396–2270 FAX 512–392–2945
FIRM NO. 10070500

RESUBDIVISION PLAT OF LOT 1, BOOKY T SUBDIVISION HAYS COUNTY, TEXAS

R151520
Show search results for R1...
(1 of 2)
Parcel Owner: TOY BOX SELF STORAGE LLC
View More Property Information
Click Here for GIS Shapefile Data
Property Information
Property ID: 151520
Legal Acreage: 10.66
GEO ID: 11-0694-0000-00100-4
Legal Description: BOOKY T SUBDIVISION, Lot 1, ACRES 10.66
Tract or Lot:
Abstract Subdivision Code:
Block:
Neighborhood Code: C-DS-SS
School District: SDS
Zoom to
R10971
R147068
R23109
R11034
R137896
R10911
R137898
R10926
R23107
R10913
R23106
R151520
R168203
R168202
R89972
R10973
R10955
R42078
R42079
R42080
R42081
R42082
R11008
R11031
R139839
R140166
R11047
R19793
Martin Rd
W Hwy 290
Hwy 290
290
R121335
R168888
R10932
R121334
R10934
R10931
R11038
R10947
R63275
R11052
Glossar Ranch Rd
Maps Contributors, City of Austin, Texas Parks & Wildlife, Build

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-1876-NP; Discussion and possible action to approve the final plat for 2JS Ranch Subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
MACHACEK	SHELL	N/A

SUMMARY

2JS Ranch Subdivision is a proposed two (2) lot subdivision across 11.23 acres located off of Mount Sharp Rd in Wimberley and in Precinct 3. The original lot comes from the Unrecorded Secret Springs Subdivision.

Water utility will be provided by individual private wells. Wastewater treatment will be accomplished via individual on-site sewage facilities.

Hays County Commissioners Court Agenda Request

Meeting Date: February 15th, 2022
Requested By: Colby Machacek, County Planner
Prepared By: Colby Machacek, County Planner
Department Director: Marcus Pacheco, Director of Development Services
Sponsoring Court Member: Commissioner Lon Shell

AGENDA ITEM LANGUAGE:

Discussion and possible action to approve the final plat for 2JS Ranch Subdivision. (PLN-1876-NP)

BACKGROUND/SUMMARY OF REQUEST:

A) 2JS Ranch Subdivision is a proposed two (2) lot subdivision across 11.23 acres located off of Mount Sharp Rd in Wimberley and in Precinct 3. The original lot comes from the Unrecorded Secret Springs Subdivision.
B) Water utility will be provided by individual private wells. Wastewater treatment will be accomplished via individual on-site sewage facilities.

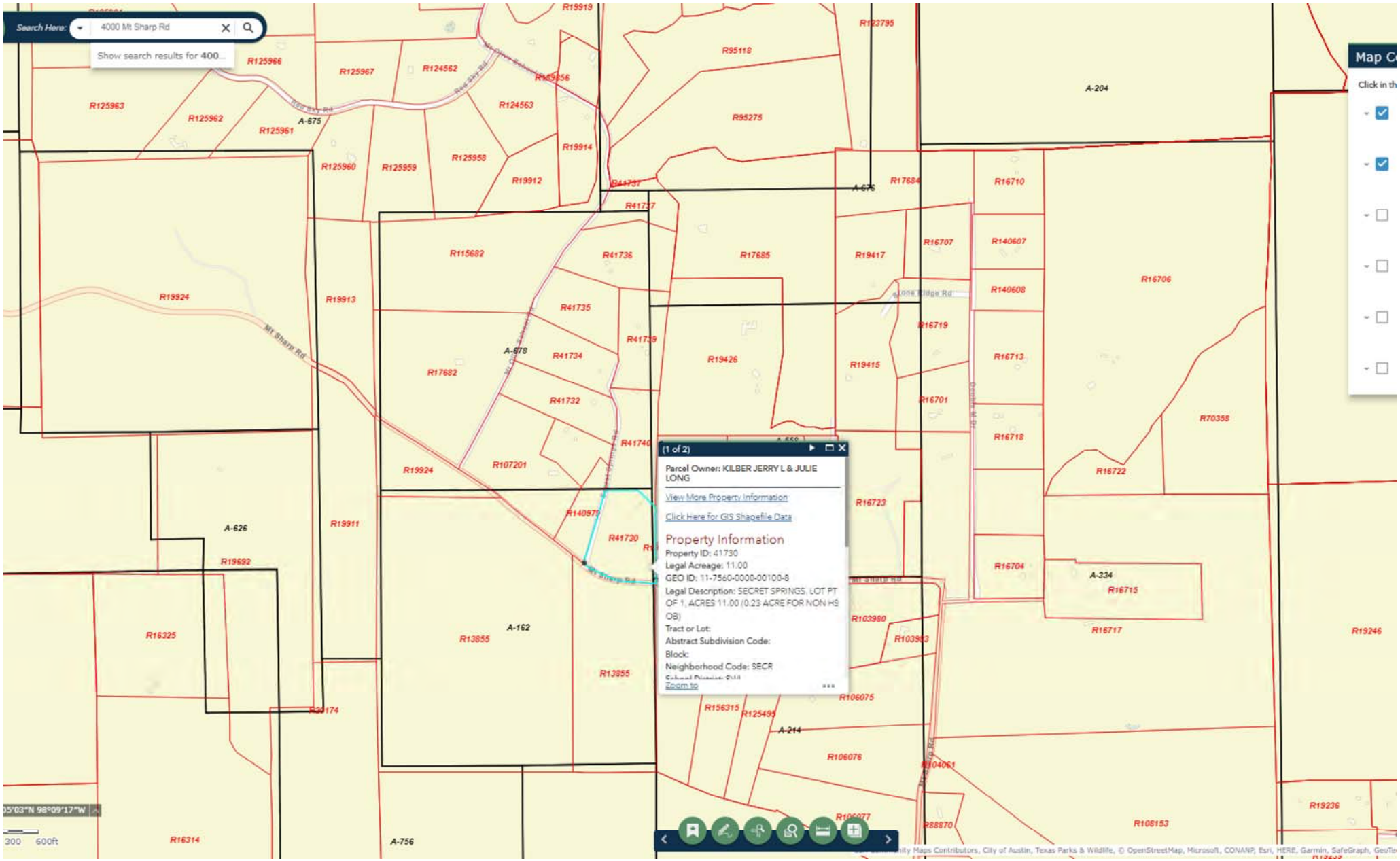
STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances and has full staff recommendation for approval.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat


Search Here:
4000 Mt Sharp Rd
Show search results for 400...
Map C
Click in th
(1 of 2)
Parcel Owner: KILBER JERRY L & JULIE LONG
View More Property Information
Click Here for GIS Shapefile Data
Property Information
Property ID: 41730
Legal Acreage: 11.00
GEO ID: 11-7560-0000-00100-8
Legal Description: SECRET SPRINGS, LOT PT OF 1, ACRES 11.00 (0.23 ACRE FOR NON HS OB)
Tract or Lot:
Abstract Subdivision Code:
Block:
Neighborhood Code: SECR
Zoom to
Mt Sharp Rd
Red Sky Rd
Lone Ridge Rd
A-675
A-678
A-626
A-162
A-756
A-204
A-334
A-214
R125966
R125967
R124562
R125963
R125962
R125961
R125960
R125959
R125958
R124563
R19914
R19912
R95118
R95275
R123795
R17684
R16710
R16707
R140607
R140608
R16719
R16713
R16701
R16718
R16722
R16723
R16704
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R16706
R70358
R19246
R19236
R108153
R19417
R19415
R17685
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R115682
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R41732
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R17682
R107201
R19924
R19913
R19911
R19692
R16325
R13855
R140979
R103980
R103983
R106075
R106076
R104061
R88870
R156315
R125495
R16314
R19174
R19919
R41737
R41739
R41731
R125956
Map Contributors, City of Austin, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTe
300 600ft

2JS RANCH SUBDIVISION

BEING 11.23 ACRES OUT OF THE FRANCIS N. DAVIS SURVEY, A-162 (aka: LOT 1, SECRET SPRINGS UNRECORDED SUBDIVISION) HAYS COUNTY, TEXAS

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

That we, Jerry L. Kilber and wife, Julie Long Kilber, owners of that certain tract of land shown hereon being a called 11.23 acre tract of land and described in a deed recorded in Volume 783, Page 58, Official Public Records of Hays County, Texas, also known as Lot 1 of the Secret Springs an unrecorded subdivision in Hays County Texas, do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the public the use of public utility easements shown hereon. This subdivision is to be known as the 2JS RANCH SUBDIVISION, BEING 11.23 ACRES OUT OF THE FRANCIS N. DAVIS SURVEY, A-162, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____ A.D. 20___.

By: _____
Jerry L. Kilber, Owner
104 Secret Springs
Wimberley, Texas 78676

By: _____
Julie Long Kilber, Owner
104 Secret Springs
Wimberley, Texas 78676

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Jerry L. Kilber and wife, Julie Long Kilber, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____ A.D. 20___.

_____
NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that on the ____ day of _____, A.D. 20_____, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been entered into the minutes of said court in Instrument Number _____.

WITNESS my hand and seal of office this the _____ day of _____, A.D. 20___.

_____
Ruben Becerra
County Judge
Hays County, Texas

_____
Elaine H. Cardenas
County Clerk
Hays County, Texas

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

_____
Eric Van Gaasbeek, R.S., C.F.M. Date
Hays County Floodplain Administrator

_____
Marcus Pacheco, Director Date
Hays County Development Services

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____, A.D. 20____, at _____ o'clock _____m., in the plat records of Hays County, Texas, in Instrument Number _____.

WITNESS my hand and seal of office this the _____ day of _____, A.D. 20___.

_____
Elaine H. Cardenas
County Clerk
Hays County, Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Arthur Vasquez Torres, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly found or placed under my supervision in accordance with the Development Regulations of Hays County, Texas.

TO CERTIFY WHICH, WITNESS by my hand and seal this _____ day of _____ A.D. 20___.
RELEASED FOR REVIEW 01/17/22
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

_____ _____
Arthur Vasquez Torres Date
R.P.L.S. # 5737, State of Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

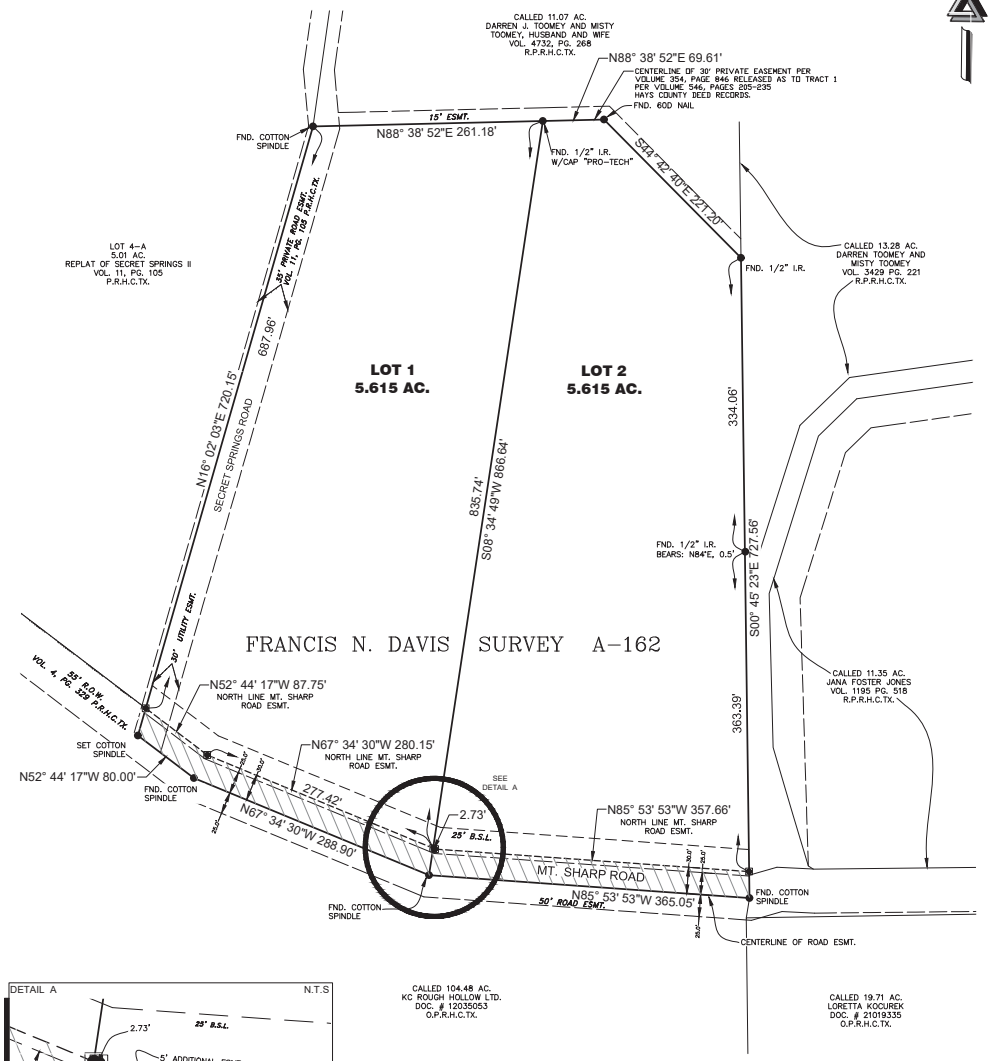
I, Al Carroll, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is not in the Edwards Aquifer Recharge Zone, nor is it in the Barton Springs Segment of the Edwards Aquifer Recharge Zone; it is however in the Contributing Zone of the Edwards Aquifer and is located within Zone X flood areas, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 48209C 0225 F effective date September 2, 2005, and that each lot conforms to the Hays County Development Regulations.

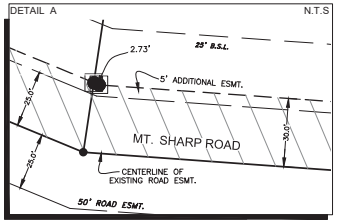
TO CERTIFY WHICH, WITNESS by my hand and seal at this _____ day of _____ A.D. 20___.
RELEASED FOR REVIEW 01/17/22
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

_____ _____
Al Carroll Date
Registered Professional Engineer, No. 119251
State of Texas

PLAN 575x

SM-21-1107000
SMS-MC408-21





LEGEND

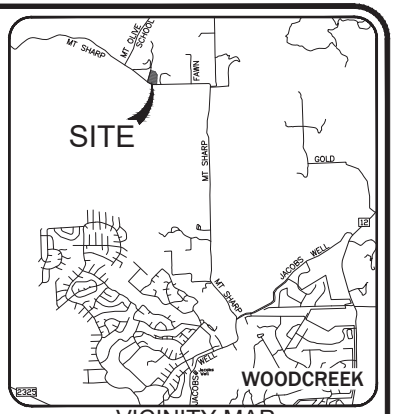
■	IRON ROD W/ TRI-TECH CAP SET	ROW	RIGHT OF WAY
●	IRON ROD FOUND	OPRHCTX	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
I.R.	IRON ROD	DRHCTX	DEED RECORDS OF HAYS COUNTY, TEXAS
FND	FOUND	RPRHCTX	REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT		

GRAPHIC SCALE
0 100 200
1"=100'

339

PEDERNALES ELECTRIC COOPERATIVE NOTES

1. Pedernales Electric Cooperative (PEC) is hereby dedicated a fifteen (15) food wide utility easement along all lot lines adjoining a public right-of-way and a ten (10) foot wide utility easement along all other front, side, or rear lot lines. Property within a public roadway easement shall be designated as a utility easement.
2. All existing overhead and underground lines shall possess a twenty (20) foot wide utility easement centered 10' each side of the line.
3. Each lot is subject to a floating ten (10) foot wide by thirty (30) foot long guy wire easement as required by PEC.
4. All utility easements are for the purpose of construction, reconstruction, maintenance (including but not limited to removal of trees and other obstructions), inspecting, removal, reading of meters, and repair of all overhead and underground lines.
5. No buildings or any other obstructions shall be placed within utility easements. Where access is obstructed within easement PEC shall have the right to ingress and egress over grantors adjacent land to and from said utility easement.



VICINITY MAP
ZIP CODE: 78676

PLAT NOTES

1. No portion of this subdivision lies within the Edwards Aquifer Recharge Zone.
2. This subdivision lies within the boundaries of the Edwards Aquifer Contributing Zone.
3. No portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on Hays County F.I.R.M. Panel #48209C0225F, dated September 2, 2005.
4. This subdivision contains 2 lots for a total of 11.23 acres.
   Lots less than 2.00 acres: 0
   Lots 2.00 to 5.00 acres: 0
   Lots 5.00 to 10.00 acres: 2
5. This subdivision lies within the following jurisdictions:
   Emergency Services District #4 & #7
   Wimberley Independent School District
   Hays Trinity Groundwater Conservation District #5
6. Water supply for this subdivision will be provided by a private well and/or a rain water collection system.
7. Wastewater treatment for this subdivision will be provided by individual on-site sewage facilities.
8. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.
9. Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
10. Telephone service for this subdivision is provided by Frontier.
11. Driveways shall comply with Chapter 721 of the Hays County Development Regulations, and be permitted through the Transportation Department of Hays County under Chapter 751.
12. All culverts, when required shall comply with the current Hays County standard.
13. In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated county roadway unless a Driveway Permit has been issued by the appropriate County Road and Bridge Department.
14. No lots are to be occupied until OSSF Permitted or public sewer, water and electricity and roads have been provided and construction is completed and approved.
15. Post-development conditions runoff rate shall be no greater than the pre-developed condition for 2, 5, 10, 25, and 100 year storm events, per Hays County Development regulations, chapter 725, subchapter 3.02. Pre and post development runoff calculations shall be included with the construction drawings for this subdivision.
16. 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.
17. All roadways shall be designed and constructed in accordance with applicable Hays County standards, per Hays County Development regulations, chapter 721, subchapter 5.
18. No object, including buildings, fencing or landscaping which would interfere with conveyance of stormwater, shall be placed or erected within a Drainage Easement. The owner(s) of any lot(s) upon which drainage facilities are located, including detention, shall be responsible for maintenance and upkeep of such facilities.
19. 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.
20. A twenty (20) foot easement will be centered on all existing electric facilities.
21. Mailboxes placed within the ROW, shall be of an approved TxDOT or FHWA design.
22. Improvements exist on these lots which are not shown by this plat.
23. All bearings and distances shown hereon are based upon the Texas Coordinate System, South Central Zone (4204), North American Datum 1983, Grid.

ENGINEER: JANUARY 17, 2022 SURVEYOR:

TRI-TECH
ENGINEERING SURVEYING PLANNING
155 RIVERWALK DRIVE
SAN MARCOS, TEXAS 78666
PH: 512-440-0222
www.tritechtx.com
TBPLS REGIS. #:10193729
TBPE REGIS. #: F-18693

SHEET 1 of 1

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-1758-NP - Moon Ridge Subdivision (10 Lots). Discussion and possible action to approve the final plat; accept Performance Bond No. 5313742 for street and drainage improvements in the amount of $283,485.30.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
MACHACEK	SHELL	N/A

SUMMARY

Moon Ridge Subdivision is a proposed ten (10) lot subdivision across 62.11 acres located off of Curlos Ridge in Wimberley and in the Precinct 3 Boundary.

Water utility will be provided by individual wells and rainwater collection systems.
Wastewater treatment will be accomplished by individual on-site sewage facilities.

Hays County Commissioners Court Agenda Request

Meeting Date: February 15th, 2022
Requested By: Colby Machacek, County Planner
Prepared By: Colby Machacek, County Planner
Department Director: Marcus Pacheco, Director of Development Services
Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

Moon Ridge Subdivision (10 Lots). Discussion and possible action to approve the final plat; accept Performance Bond No. 5313742 for street and drainage improvements in the amount of $283,485.30.

BACKGROUND/SUMMARY OF REQUEST:

A) Moon Ridge Subdivision is a proposed ten (10) lot subdivision across 62.11 acres located off of Curlos Ridge in Wimberley and in the Precinct 3 Boundary.

B) Water utility will be provided by individual wells and rainwater collection systems. Wastewater treatment will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances and has full staff recommendation for approval.

Applicant seeks to post fiscal surety for street and drainage improvements under Performance Bond No. 5313742 in the amount of $283,485.30.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

Performance Bond

PERFORMANCE BOND
(Subdivision Improvements)

Bond No. 5313742

WHEREAS, Randy & Charlene Myers Management, LLC (herein designated as "Principal"), and Hays County (herein designated as "Obligee ") have entered into an agreement whereby Principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated January 13, 2022 and identified as project Moon Ridge Subdivision Improvements. Project ID PLN-1758-NP, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and _____, Suretec Insurance Company, as surety, are held and firmly bound unto the Obligee in the penal sum of Two Hundred Eighty Three Thousand Four Hundred Eighty Five and Thirty Cents Dollars ($283,485.30) lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee , its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. This bond will remain in effect until the Principal has performed all obligations required by Obligee in connection with said improvements.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications, however, the Surety shall not be liable for a greater sum than the amount specified in the bond.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on January 19, 2022.

Principal: Randy & Charlene Myers Management, LLC

By: _____
Signature

Name: Charlene Myers
Title: Mgr LLC

SureTec Insurance Company

By: _____
Signature

Name: Scott A. Burton
Attorney-in-Fact

The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations

POA #: 5313742

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Scott A. Burton

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Randy & Charlene Myers Management, LLC
Obligee: Hays County
Amount: $ 283,485.30

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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 of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be 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. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 27th day of October, A.D. 2020.

SURETEC INSURANCE COMPANY

By: _____
Michael C. Keimig, President

State of Texas ss:
County of Harris

On this 27th day of October, A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

TANYA SNEED
Notary Public, State of Texas
Comm. Expires 03-30-2023
Notary ID 128571231

_____
Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 19th day of January, 2022, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE
Statutory Complaint Notice/Filing of Claims

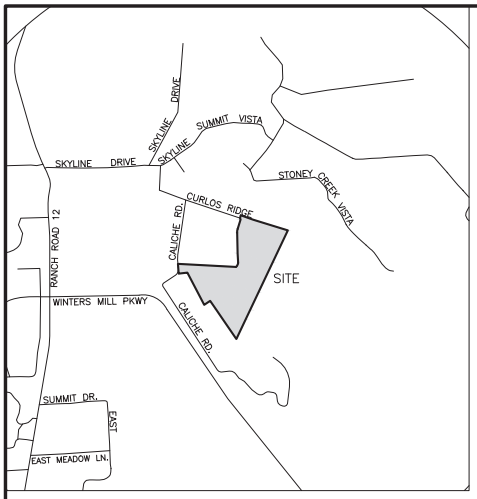
To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



VICINITY MAP – 1"=2000'

SURVEYORS NOTES

1. FENCES MEANDER.

2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.

3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0237F AND 48209C0239F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.

5. ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.

6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.

7. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S INCORPORATED CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.

8. THIS SUBDIVISION LIES WITH HAYS COUNTY EMERGENCY SERVICES DISTRICTS 4 AND 7.

9. THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

10. 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.

11. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS.

12. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

13. MAILBOXES PLACED WITHIN THE R.O.W. SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN.

14. LOT 1 IS RESTRICTED TO RAINWATER HARVESTING.

15. DEVELOPMENT IS RESTRICTED TO ON SINGLE FAMILY RESIDENCE PER LOT

16. ANY TCEQ REGULATED DEVELOPMENT IS PROHIBITED ON ANY LOT WITHIN THIS SUBDIVISION.

17. 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.

18. 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.

19. THESE ROADWAYS SHALL BE PRIVATELY MAINTAINED AND CAN NEVER BE PETITIONED FOR THE ACCEPTANCE OF MAINTENANCE BY HAYS COUNTY.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, RANDY AND CHARLENE MYERS MANAGEMENT LLC, OWNERS OF 62.11 ACRES IN THE THOMAS CRAINSHAW SURVEY, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED 1/15/2016, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 16004186, HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY SUBDIVIDE THIS PROPERTY TO BE KNOWN AS MOONRIDGE SUBDIVISION, 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.

RANDY MYERS, OWNER	CHARLENE MYERS, OWNER
P.O. BOX 2928	P.O. BOX 2928
WIMBERLEY, TX. 78676	WIMBERLEY, TX. 78676

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RANDY MYERS AND CHARLENE MYERS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ___ DAY OF

_____, A.D., 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT 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 SAID COURT INSTRUMENT NUMBER _____.

RUBEN BECERRA	ELAINE H. CARDENAS
COUNTY JUDGE	COUNTY CLERK
HAYS COUNTY, TEXAS	HAYS COUNTY, TEXAS

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

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON–SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

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

MARCUS PACHECO, DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES	DATE
ERIC VAN GAASBEEK, R.S., C.F.M. HAYS COUNTY FLOODPLAIN ADMINISTRATOR	DATE

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____, AT

____ O'CLOCK ____.M., AND DULY RECORDED ON THE ____ DAY OF

_____, 20____ AT ____ O'CLOCK ____.M., IN

THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER

_____.

_____
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

DRIVEWAY PERMIT STATEMENT:

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A PERMIT FOR THE 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.

LOT SIZE CATEGORIES

TOTAL NUMBER OF LOTS = 10
AVERAGE LOT SIZE = 5.915 AC.
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 – 10 ACRES = 9
NUMBER OF LOTS 2 – 5 ACRES = 1
NUMBER OF LOTS 1 – 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC–PEDERNALES ELECTRIC COOPERATIVE
WATER–INDIVIDUAL ON–SITE WELLS
SEWER–INDIVIDUAL ON–SITE SEWAGE FACILITIES

LENGTH OF MOONRIDGE LANE = 2137.6'
WIDTH OF MOONRIDGE LANE = 60'
MOONRIDGE LANE ROADWAY CLASSIFICATION = PRIVATE

LEGEND

VOL/PG	HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
VOL/PG	HAYS COUNTY PLAT RECORDS
	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
	1/2" IRON ROD FOUND OR DIAMETER NOTED
	1/2" IRON PIPE FOUND OR DIAMETER NOTED
	IRON ROD FOUND WITH PLASTIC CAP
	COTTON SPINDLE SET
	FENCE POST
	CONCRETE NAIL SET
— X —	WIRE FENCE
— ohu —	UTILITY LINE, POLE AND GUY
	PROPERTY CORNER
PUE	PUBLIC UTILITY EASEMENT

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

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512–396–2270 FAX 512–392–2945
FIRM NO. 10070500

CLIENT: MYERS, RANDY
DATE: 9/16/2020
OFFICE: K. SMITH
CREW: K. SMITH, C. SMITH, PRADO
FB/PG: 781/10
PLAT NO. 27801–20–c

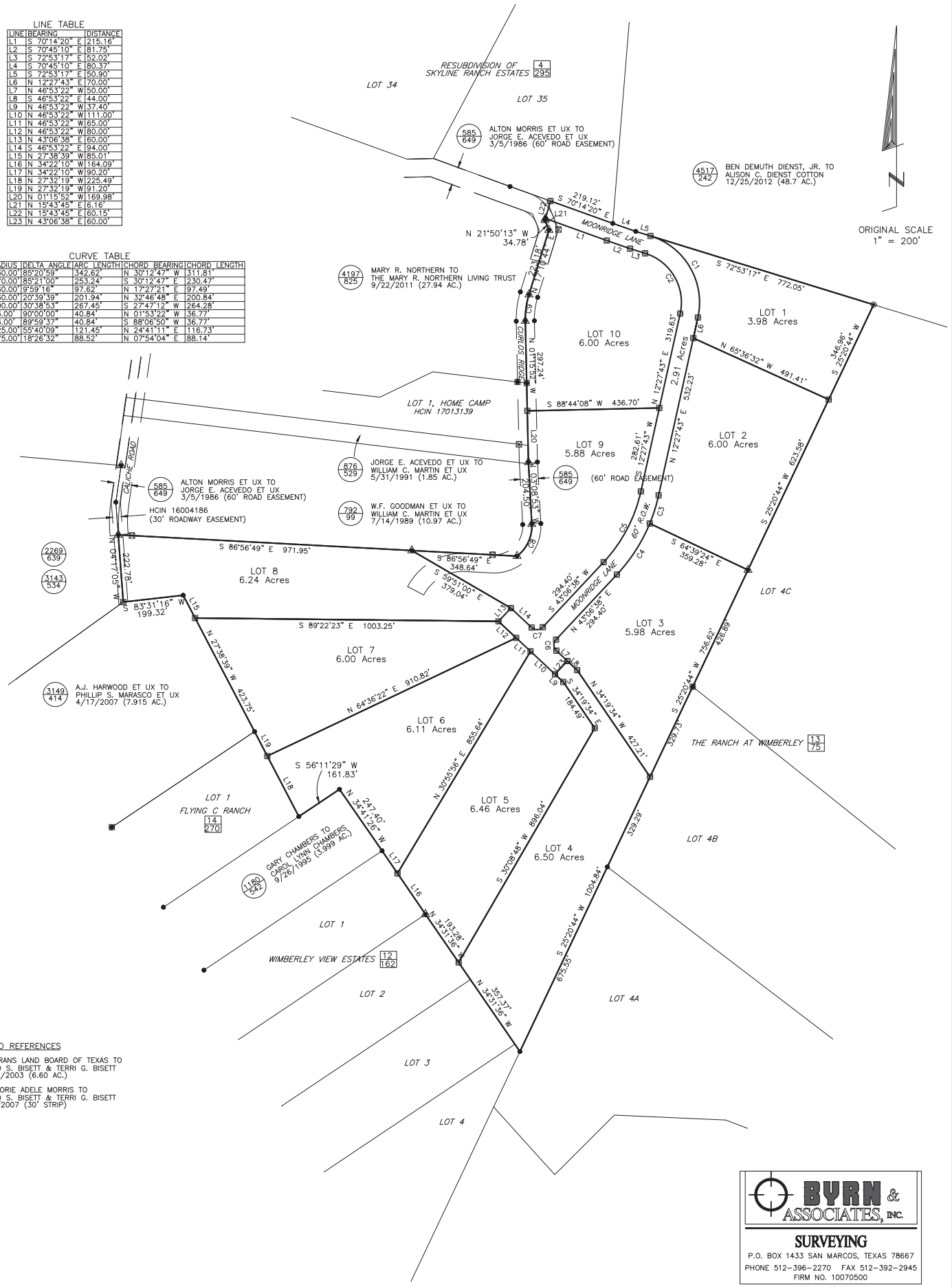
PLAT OF MOONRIDGE SUBDIVISION BEING 62.06 ACRES IN THE THOMAS CRAINSHAW SURVEY, A-85, HAYS COUNTY, TEXAS

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 70°14'20" E	215.16'
L2	S 70°45'10" E	81.75'
L3	S 72°53'17" E	52.02'
L4	S 70°45'10" E	80.37'
L5	S 72°53'17" E	50.90'
L6	N 12°27'43" E	70.00'
L7	N 46°53'22" W	50.00'
L8	S 46°53'22" E	44.00'
L9	N 46°53'22" W	37.40'
L10	N 46°53'22" W	111.00'
L11	N 46°53'22" W	65.00'
L12	N 46°53'22" W	80.00'
L13	N 43°06'38" E	60.00'
L14	S 46°53'22" E	94.00'
L15	N 27°38'39" W	85.01'
L16	N 34°22'10" W	164.09'
L17	N 34°22'10" W	90.20'
L18	N 27°32'19" W	225.49'
L19	N 27°32'19" W	91.20'
L20	N 01°15'52" W	169.98'
L21	N 15°43'45" E	6.16'
L22	N 15°43'45" E	60.15'
L23	N 43°06'38" E	60.00'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	230.00'	85°20'59"	342.62'	N 30°12'47" W	311.81'
C2	170.00'	85°21'00"	253.24'	S 30°12'47" E	230.47'
C3	560.00'	9°59'16"	97.62'	N 17°27'21" E	97.49'
C4	560.00'	20°39'39"	201.94'	N 32°46'48" E	200.84'
C5	500.00'	30°38'53"	267.45'	S 27°47'12" W	264.28'
C6	26.00'	90°00'00"	40.84'	N 01°53'22" W	36.77'
C7	26.00'	89°59'37"	40.84'	S 88°06'50" W	36.77'
C8	125.00'	55°40'09"	121.45'	N 24°41'11" E	116.73'
C9	275.00'	18°26'32"	88.52'	N 07°54'04" E	88.14'



DEED REFERENCES

2269/639 VETERANS LAND BOARD OF TEXAS TO DAVID S. BISETT & TERRI G. BISETT 6/20/2003 (6.60 AC.)

3143/534 MARJORIE ADELE MORRIS TO DAVID S. BISETT & TERRI G. BISETT 4/4/2007 (30' STRIP)

BYRN & ASSOCIATES, INC.

SURVEYING

P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

PLAT OF MOONRIDGE SUBDIVISION BEING 62.06 ACRES IN THE THOMAS CRAINSHAW SURVEY, A-85, HAYS COUNTY, TEXAS

CLIENT: MYERS, RANDY
DATE: 9/16/2020
OFFICE: K. SMITH
CREW: K. SMITH, C. SMITH, PRADO
FB/PG: 781/10
PLAT NO. 27801-20-c

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-1787-PC; Hold a Public Hearing to discuss approval of the final plat of the Rolling Oaks, Section 4, Lot 55, Replat.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
MACHACEK	SHELL	N/A

SUMMARY

Rolling Oaks, Section 4 is a recorded subdivision located off of FM 3237 in Driftwood with the subject property being located off of Lonesome Trail within the subdivision and within the Precinct 3 boundary.

The proposed re-plat will divide the 4.884 acre lot 55 into 4 lots: 55A, 55B, 55C, and 55D. Water service will be provided by rainwater harvesting. Wastewater treatment will be accomplished by individual on-site sewage facilities.

Hays County Commissioners Court Agenda Request

Meeting Date: February 15th, 2022
Requested By: Colby Machacek, County Planner
Prepared By: Colby Machacek, County Planner
Department Director: Marcus Pacheco, Development Services Planner
Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

Hold a public hearing with possible action to Approve with Condition regarding the final plat of the Rolling Oaks, Section 4, Lot 55, Replat.

BACKGROUND/SUMMARY OF REQUEST:

A) Rolling Oaks, Section 4 is a recorded subdivision located off of FM 3237 in Driftwood with the subject property being located off of Lonesome Trail within the subdivision and within the Precinct 3 boundary. The proposal will divide the 4.884 acre parcel into four (4) lots: 55A, 55B, 55C, and 55D.

B) Water service will be accomplished by Rainwater Harvesting and Wastewater treatment will be accomplished by Advanced Individual On-Site Sewage Facilities. The property is located within the Hays County Commissioner Precinct 3 boundary.

C) Per Texas Local Government Code requirements, a public hearing for this proposed resubdivision of Lot 55 in the Rolling Oaks, Section 4 Subdivision will take place on February 15th, 2022 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:

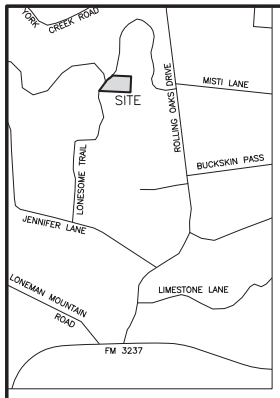
Staff has completed review for the Rolling Oaks, Section 4, Lot 55, Replat. The items remaining are to hold the public hearing for the replat and discuss final action on the proposed replat.

There are no variances requested and has full staff recommendation.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat



VICINITY MAP – 1"=2000'

SURVEYORS NOTES

1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0235F, DATED 9/2/2005, ALL LOTS LIE WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
4. THIS SURVEY WAS DONE IN CONJUNCTION WITH TITLE COMMITMENT G.F. NO. 21–590508–AM, DATED APRIL 27, 2021 PROVIDED BY FIRST NATIONAL TITLE INSURANCE COMPANY. THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
NOTES CORRESPONDING TO SCHEDULE B OF TITLE COMMITMENT G.F. NO. 21–590508–AM
10(F) A 50' WIDE INGRESS/EGRESS EASEMENT RECORDED IN VOLUME 1, PAGE 89 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS. AFFECTS SUBJECT TRACT AND IS PLOTTED HEREON.
10(G) A BLANKET–TYPE ELECTRIC EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 233, PAGE 277 OF THE HAYS COUNTY DEED RECORDS. AFFECTS SUBJECT PROPERTY BUT CONTAINS NO PLOTTABLE INFORMATION.
10(H) A DEDICATION OF ROADS AND STREETS TO THE PUBLIC, RECORDED IN VOLUME 301, PAGE 170 OF THE HAYS COUNTY DEED RECORDS. AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON. HOWEVER, IT APPEARS THAT THE DEDICATION WAS FOR EASEMENT PURPOSES ONLY, SINCE LOTS WITHIN THE SUBDIVISION WERE SOLD PRIOR TO THE DEDICATION.
5. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
6. ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
7. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.
8. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITIES CORPORATE CITY LIMITS OR AREA OF EXTRATERRITORIAL JURISDICTION.
9. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 4 AND 7.
10. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
11. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
12. 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.
13. THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER AUTHORITY.
14. A 10' WIDE P.U.E. IS HEREBY DEDICATED ALONG ALL FRONT, SIDE AND REAR LOT LINES.
15. A 10' WIDE ELECTRIC EASEMENT CENTERED ON EXISTING STRUCTURES IS HEREBY GRANTED TO P.E.C. BY A SEPARATE DOCUMENT.
16. THESE LOTS LIE WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICTS.
17. THESE LOTS ARE SUBJECT TO A 25' WIDE BUILDING SETBACK ALONG ROADWAYS PER HAYS COUNTY REGULATIONS IN CHAPTER 721.
18. LOTS 55A, 55B AND 55D ARE RESTRICTED TO ADVANCED ON–SITE SEWAGE FACILITIES.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, ABRAHAM ROTHBAUM, OWNER OF LOT 55, ROLLING OAKS RANCH, SECTION FOUR, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED JUNE 8, 2021, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 21030686 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS REPLAT OF LOT 5, ROLLING OAKS RANCH, SECTION FOUR, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

_____
ABRAHAM ROTHBAUM, OWNER
P.O. BOX 6355
AUSTIN, TEXAS 78762

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ABRAHAM ROTHBAUM, KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ___ DAY OF _____, A.D., 20__.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__, AT ____ O'CLOCK ___.M., AND DULY RECORDED ON THE ____ DAY OF _____, 20__ AT ____ O'CLOCK ____.M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

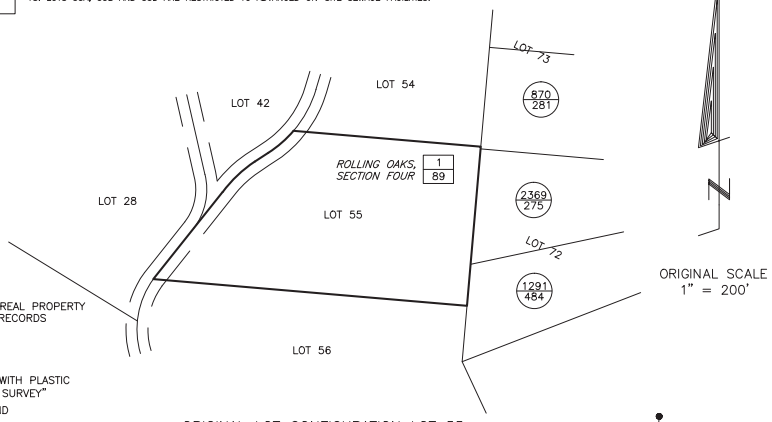
_____
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, A.D. 20__, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 20__

RUBEN BECERRA COUNTY JUDGE HAYS COUNTY, TEXAS	ELAINE H. CARDENAS COUNTY CLERK HAYS COUNTY, TEXAS



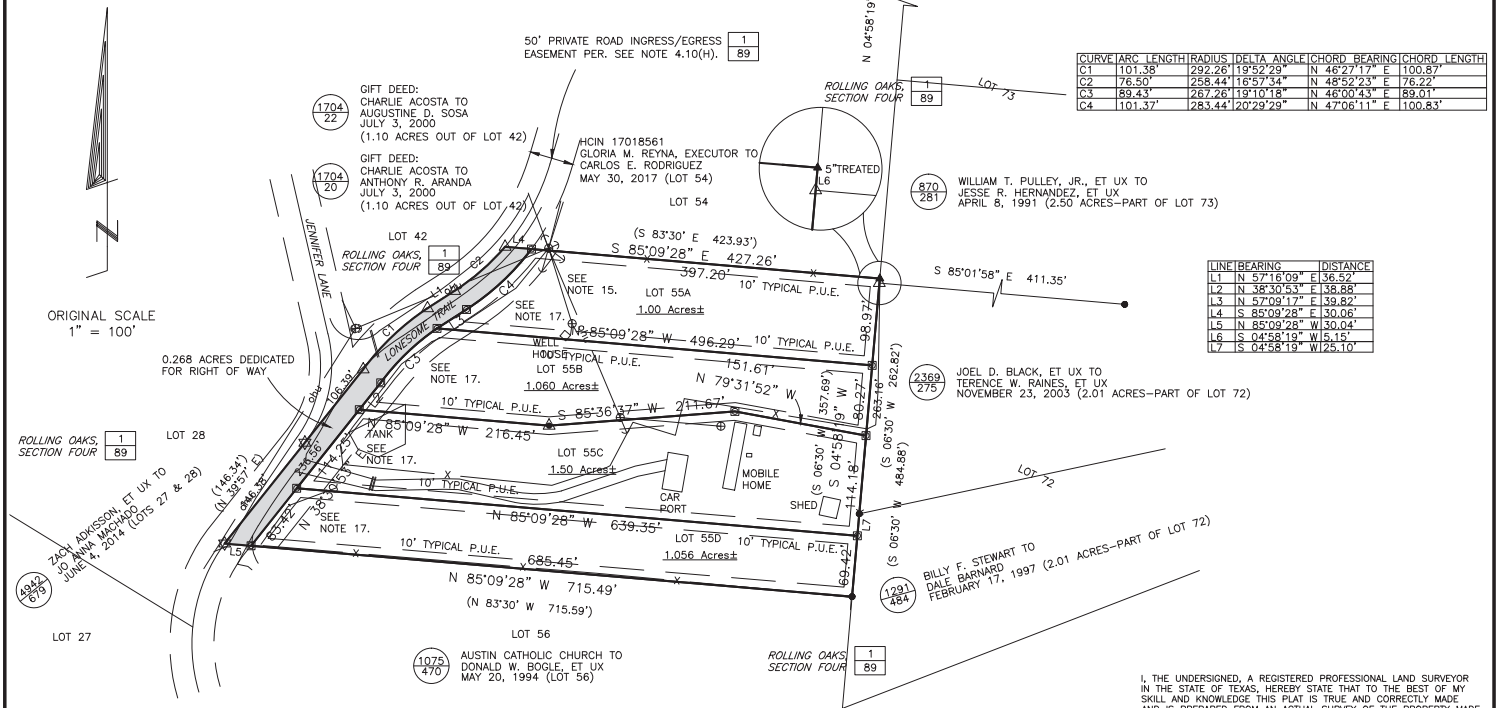
ORIGINAL SCALE
1" = 200'

ORIGINAL LOT CONFIGURATION LOT 55, ROLLING OAKS, SECTION FOUR, HAYS COUNTY, TEXAS

LEGEND

VOL/PG	HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
VOL/PG	HAYS COUNTY PLAT RECORDS
	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
	1/2" IRON ROD FOUND OR DIAMETER NOTED
	COTTON SPINDLE FOUND
	FENCE POST
	CALCULATED POINT
	CONCRETE NAIL SET WITH ALUMINUM WASHER STAMPED "BYRN SURVEY"
ohu	UTILITY LINE, POLE AND GUY

ORIGINAL SCALE
1" = 100'



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	101.38'	292.26'	19°52'29"	N 46°27'17" E	100.87'
C2	76.50'	258.44'	16°57'34"	N 48°52'23" E	76.22'
C3	89.43'	267.26'	19°10'18"	N 46°00'43" E	89.01'
C4	101.37'	283.44'	20°29'29"	N 47°06'11" E	100.83'

LINE	BEARING	DISTANCE
L1	N 57°16'09" E	36.52'
L2	N 38°30'53" E	38.88'
L3	N 57°09'17" E	39.82'
L4	S 85°09'28" E	30.06'
L5	N 85°09'28" W	30.04'
L6	S 04°58'19" W	5.15'
L7	S 04°58'19" W	25.10'

REPLAT OF LOT 55, ROLLING OAKS, SECTION FOUR, HAYS COUNTY, TEXAS

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

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
DAVID C. WILLIAMSON, R.P.L.S. NO. 4190

LOT SIZE CATEGORIES

TOTAL AREA = 4.884 ACRES
TOTAL NUMBER OF LOTS = 4
AVERAGE LOT SIZE = 1.154 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 = 4
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC–PEDERNALES ELECTRIC COOPERATIVE
WATER–RAINWATER HARVESTING
SEWER–INDIVIDUAL ON–SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:
DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

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

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON–SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

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

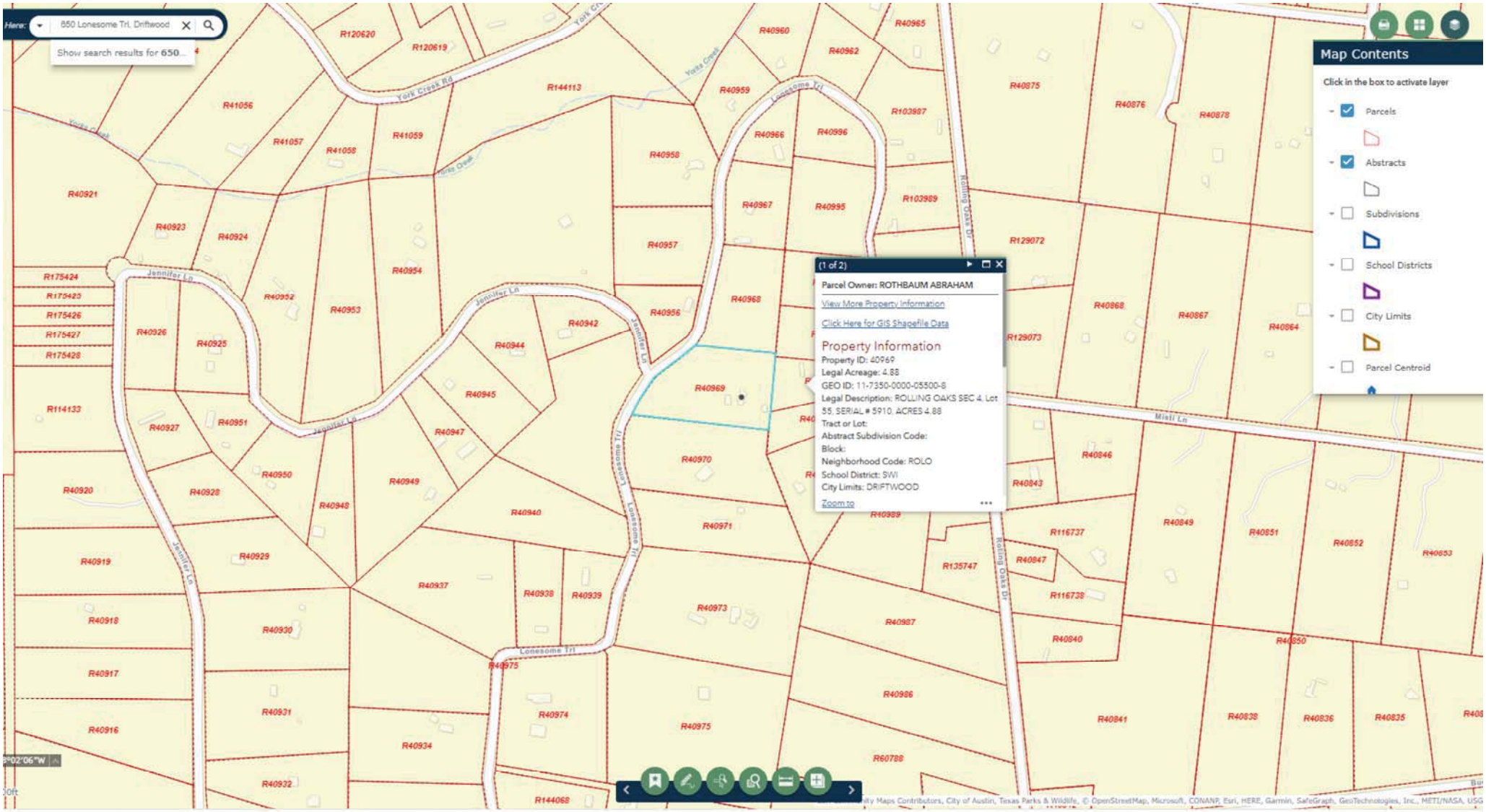
_____ _____
ERIC VAN GAASBEEK, R.S., C.F.M. DATE
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

_____ _____
MARCUS PACHECO, DIRECTOR HAYS DATE
COUNTY DEVELOPMENT SERVICES

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512–396–2270 FAX 512–392–2945
FIRM NO. 10070500

CLIENT: ROTHBAUM, ABRAHAM
DATE: JUNE 22, 2021
OFFICE: HADEN
CREW: C. SMITH, HADEN
FB/PG: 781/70
PLAT NO. 27937–21–c

REPLAT OF LOT 55, ROLLING OAKS RANCH, SECTION 4, HAYS COUNTY, TEXAS


Here:
650 Lonesome Trl, Driftwood
Show search results for 650...
Map Contents
Click in the box to activate layer
Parcels
Abstracts
Subdivisions
School Districts
City Limits
Parcel Centroid
(1 of 2)
Parcel Owner: ROTHBAUM ABRAHAM
View More Property Information
Click Here for GIS Shapefile Data
Property Information
Property ID: 40969
Legal Acreage: 4.88
GEO ID: 11-7350-0000-05500-8
Legal Description: ROLLING OAKS SEC 4, Lot 55, SERIAL # 5910, ACRES 4.88
Tract or Lot:
Abstract Subdivision Code:
Block:
Neighborhood Code: ROLO
School District: SWI
City Limits: DRIFTWOOD
Zoom to
York Creek Rd
Jennifer Ln
Lonesome Trl
Rolling Oaks Dr
Misti Ln
R40969
R40970
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R40973
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R41058
R41059
R120620
R120619
R144113
R175424
R175425
R175426
R175427
R175428
R114133

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Phasing Agreement between Hays County and LL Ranch Investments, L.P. for the Double L Ranch Subdivision located off of Ranch Road 12 in Precinct 4.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
PACHECO	SMITH	N/A

SUMMARY

The Double L Ranch Subdivision is an approximately 2,306 residential lot planned development located in Precinct 4. The developer anticipates a 15 year build out for the 18 phases currently planned. The execution of this agreement will ensure the project is allowed to move forward with current development regulations and fees while allowing Hays County to adopt reasonable timelines for approvals for all final phases

DOUBLE L RANCH SUBDIVISION AND PHASING AGREEMENT

This Subdivision and Phasing Agreement for the Double L Ranch Subdivision (this "Agreement"), is made and entered into effective as of the _____ day of _____, 2022 (the "Effective Date") by and between Hays County, Texas (the "County"),DOUBLE L DEVELOPMENT, LLC (the "Subdivision Declarant" or "Declarant"), and landowners LL RANCH INVESTMENTS, LP, a Texas limited partnership ("LL Ranch"); ANARENE INVESTMENTS, LTD, a Texas limited partnership ("Anarene"); Melinda Hill Perrin ("Perrin") and John Graham Hill ("Hill"). The County, Declarant, LL Ranch, Anarene, Perrin and Hill are sometimes referred to herein as the "Parties" and individually as the "Party".

Purposes, Term and Consideration

1.01. Declarant is developing approximately 1,675.094 acres of land, within the extraterritorial jurisdiction (ETJ) of the City of Dripping Springs (the "City") and in Hays County, Texas, which is more fully described on **Exhibit A**, attached hereto and incorporated herein for all purposes, and the approximately 2.066 acres described in **Exhibit A-1**, attached hereto and incorporated herein for all purposes, in the event such land is acquired by one or more of the Parties (the "Land" or the "Property"). A portion of the Land is owned by LL Ranch, Anarene, Perrin, and Hill; and

1.02. Declarant, LL Ranch, Anarene, Perrin, and Hill are authorized to enter into this Subdivision Agreement with the County. The County is authorized to enter into the Subdivision Agreement with Declarant, LL Ranch, Anarene, Perrin, and Hill by authority of Chapter 232 of the Texas Local Government Code, Subchapter E, and Chapter 771 of the Hays County Development Regulations.

1.03. Declarant desires to subdivide the Property as a residential, commercial, office and mixed-use subdivision, as shown generally in the concept plan (the "Concept Plan") on **Exhibit B**, attached hereto and incorporated herein for all purposes, which may be revised from time to time.

1.04. The benefits to the Parties contained in this Agreement which exceed the minimum requirements of State law and Hays County Development Regulations are good and valuable consideration for the Agreement, the sufficiency of which is hereby acknowledged by both Parties.

The Project

2.01. The Project, as that term is described in Chapter 245, Texas Local Government Code, is the master planning and subdivision platting of the Property into approximately 2,306 single family home sites, 250 senior living multi-family units, commercial/office sites,

and 1 school site; the lay out and construction of the streets, parks, open space, drainage facilities and other improvements; the installation of utilities ; and the construction of water facilities, including water lines and storage facilities, and the construction of sewer facilities, including sewer lines and wastewater treatment and disposal facilities. The Project is subject to the Hays County Development Regulations as they existed as of the Effective Date except as modified by this Agreement and the Interlocal Cooperation Agreement Between Hays County and the City of Dripping Springs for Subdivision Regulations within the Extraterritorial Jurisdiction of the City of Dripping Springs in effect as of the Effective Date.

2.02. County acknowledges that Declarant has or will secure contracts: 1) for a State approved public water supply in sufficient capacity to serve the portion of the Property within each final plat; and 2) for a public wastewater system disposal with sufficient capacity to service the portion of the Property within each final plat.

2.03. Declarant and County agree that before Hays County will accept for recording any final subdivision plat of all or any portion of the Property, Declarant shall construct all water, wastewater, streets, and drainage facilities dedicated by said final plat in accordance with all applicable County street and drainage standards except as modified by this Agreement **or** provide fiscal surety for the estimated cost to complete the construction of the remaining streets and drainage facilities. The County will not maintain drainage facilities and such facilities may be maintained by one or more special purpose districts over the Land or a homeowner's association.

2.04. Declarant has designed and plans to develop, install, and construct the Project in multiple phases, which are included in the phasing plan (the "Phasing Plan") attached hereto and incorporated herein as **Exhibit C**. The Parties acknowledge and agree that the actual construction may vary from the proposed timing and proposed phase boundaries as necessary to improve the overall design of the Project. The Parties further agree that such variations are acceptable per this Agreement provided the total number of single-family homes sites in the Project may not exceed 2537. Declarant agrees to file a preliminary plan for each phase or phases prior to development of that phase of the Property. The proposed number of home sites in the final plat of each phase may vary from the proposed phasing in the Phasing Plan and may also differ from the approved preliminary plan for such phase by plus or minus ten percent (10%), or an additional amount if such additional amount is acceptable to the County. Declarant agrees to pay a review fee of $370 per lot . The review fee is due at the time of submission of the final plat for each phase of the Project. The $370 per lot review fee is based on the total number of lots included in such final plat submitted for the applicable phase of the Project. No other fee shall be required. Upon receipt of a Preliminary Plan, County will review and approve or request modifications within thirty (30) days of receipt of the Preliminary Plan. If the County does not approve or request modification within thirty (30) days of receipt of the Preliminary Plan, the Preliminary Plan will be deemed approved by the County.

2.05 Declarant agrees to submit plat applications for a particular phase by the end of the calendar year corresponding to that phase in **Exhibit C**. Provided, however, Declarant

may submit to the County shall grant an updated **Exhibit C** extending the time for a phase, or phases, and the updated **Exhibit C** submitted to the County shall replace the current **Exhibit C** and be deemed attached to this Agreement, as long as Declarant provides the County with an updated **Exhibit C** at least sixty (60) days prior to the end of the calendar year corresponding to that phase.

The County Street and Drainage Standards

3.01. The applicable street and drainage standards for the streets and drainage within the Property are the Hays County Street and Drainage Construction Standards cited in Chapters 721 and 725 of the Hays County Development Regulations, as those Regulations exist as of the Effective Date, except as modified by this Agreement.

3.02. Declarant and County agree that all streets and driveways within the Property shall be built in accordance with Hays County Street and Drainage Construction Standards cited in Chapters 721 and 725 of the Hays County Development Regulations, as those Regulations exist as of the Effective Date, except as modified by this Agreement**.** **Exhibit D** lists the roadway design standards and variances applicable to the Project.

3.03 Declarant may dedicate right-of-way and additional excess right-of-way of the County minimum right-of-way width set forth in Chapters 721 and 725 of the Hays County Street and Drainage Construction Standards in effect as of the Effective Date, and in such event, the County agrees to grant a license to the Declarant, or one or more homeowner's associations, municipal utility districts or other governmental entity, in general accordance with the form attached hereto as **Exhibit E**, to allow for the construction, installation, maintenance, repair and operation of signage, landscaping improvements, irrigation, lighting, security guard booth, sidewalks or trails and related improvements within the right-of-way.

Assignment of Commitments and Obligations

4.01. Declarant, LL Ranch, Anarene, Perrin and Hill's rights and obligations under this Agreement may be assigned, in whole or in part, to one or more related entities, purchasers of all or any portion of the Property, another developer(s) of the Property or to a governmental entity.

4.02.

This Agreement shall be binding upon the Parties, their successors and assigns, and shall be effective for a term of thirty (30) years from the Effective Date of this Agreement, unless renewed or extended by the Parties' mutual agreement.

Default

5.01. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of written notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purpose of this Agreement. The non-defaulting Party may bring an action for specific performance against the defaulting Party. To the extent allowed by Texas law, the County waives immunity to suit and liability under this Agreement.

Notices

6.01. Any notice to be given hereunder by any Party shall be in writing and may be affected by personal delivery or by sending said notice by registered or certified mail, return receipt requested, to the addresses set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to Hays County shall be addressed to:

Hays County Development Services
Attn: Marcus Pacheco
2171 Yarrington Rd, Ste. 100
Kyle, TX 78640
Telephone No.: (512)393-5527
Email: marcus.pacheco@co.hays.tx.us

Any notice mailed to Declarant shall be addressed to:

Double L Development, LLC
1600 West Loop South, Suite 2600
Houston, Texas 77027
Attn: David A. Cannon
Telephone No.: (713) 623-2466
Email: dcannon@trenddevelopment.com

Any notice mailed to LL Ranch shall be addressed to:

LL Ranch Investments, LP
1600 West Loop South, Suite 2600
Houston, Texas 77027
Attn: David A. Cannon
Telephone No.: (713) 623-2466
Email: dcannon@trenddevelopment.com

Any notice mailed to Anarene shall be addressed to:

Anarene Investments, Ltd

1600 West Loop South, Suite 2600
Houston, Texas 77027

Any notice mailed to Perrin shall be mailed to the following address:

Melinda Hill Perrin
1600 West Loop South, Suite 2600
Houston, Texas 77027

Any notice mailed to Hill shall be mailed to the following address:

Graham Hill
1600 West Loop South, Suite 2600
Houston, Texas 77027

Copies of notices shall be sent to:

Robin A. Rice, Esquire
Rice & Associates, P.C.
5615 Kirby Drive, Suite 810
Houston, Texas 77005
Telephone No.: (713) 655-9090
Email: rarice@rice-law.com

Allen Boone Humphries Robinson
Attn: Ryan Harper
1108 Lavaca St., Suite 510

Austin, Texas 78701
Telephone No.: (512)518-2423
Email: rharper@abhr.com and astanford@abhr.com

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Entire Agreement

7.01. Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire Agreement between Parties hereto, and may not be amended except in writing signed by all Parties and dated subsequent to the date hereof.

7.02. Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed.

7.03. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Hays County, Texas.

7.04. Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

7.05. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original for all purposes. An electronically transmitted signature will also be deemed to constitute an original if properly executed.

7.06. Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

7.07. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal

or unenforceable provision had never been contained herein.

7.08. Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

7.09. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed, as a whole, and according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

7.10. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement. Provided, however, an entity related to one or more of the Parties is entitled to the benefits of, and may rely upon, this Agreement.

7.11. Attorneys' Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing Party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as and if permitted by Texas law.

7.12. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the Parties.

7.13. Waiver. Waiver by a Party of any breach of this Agreement, or the failure of a Party to enforce any of the provisions of this Agreement, at any tune, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

The Double L Ranch Subdivision and Phasing Agreement is hereby EXECUTED in multiple originals.

HAYS COUNTY TEXAS

By: _____ Date:_____

Name:_____

Title:_____

Attest:_____
Elaine Cardenas
Hays County Clerk

(SIGNATURES CONTINUE ON THE NEXT PAGE)

Double L Development, LLC

By:_____
Name:_____
Title: Manager

STATE OF _____

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ known to me to be a Manager of Double L Development, LLC, a Texas limited liability company, on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this _____day of _____, 2021.

_____

Notary Public in and for the State of _____

My Commission expires on:_____

LL Ranch Investments, LP

By:_____
Name:_____
Title:

STATE OF _____

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ known to me to be _____, on behalf of said limited partnership and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this _____day of _____, 2021.

_____

Notary Public in and for the State of _____

My Commission expires on:_____

Anarene Investments, LTD

By:_____
Name:_____
Title: Manager

STATE OF _____

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ known to me to be _____, on behalf of said limited partnership and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this _____day of _____, 2021.

_____

Notary Public in and for the State of _____

My Commission expires on:_____

Melinda Hill Perrin

_____

STATE OF _____

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared Melinda Hill Perrin known to me and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this _____day of _____, 2021.

_____

Notary Public in and for the State of _____

My Commission expires on:_____

John Graham Hill

_____

STATE OF _____

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared John Graham Hill known to me and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this _____day of _____, 2021.

_____

Notary Public in and for the State of _____

My Commission expires on:_____

EXHIBIT A

Metes and Bounds Description of the Property

DESCRIPTION OF A 33.099 ACRE TRACT OF LAND
HAYS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148, SITUATED IN HAYS COUNTY, TEXAS; BEING ALL OF THAT CALLED 11.02 ACRE TRACT (TRACT 2), THAT CALLED 11.0 ACRE TRACT (TRACT 3) AND THAT CALLED 11.05 ACRE TRACT (TRACT 4) AS CONVEYED ANARENE INVESTMENTS, LTD., BY GENERAL WARRANY DEED RECORDED IN VOLUME 2639, PAGE 420 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a concrete monument found on the west right-of-way line of Ranch Road 12, (100' wide right-of-way), on the west line of a called 3.79-acre tract as conveyed to Douglas and Marnnie Boone, by general warranty deed recorded in Document No. 90031210 of the Official Public Records of Hays County, Texas, from which a 1/2-inch iron rod with cap stamp "BGE INC" set at the most easterly southeast corner of a called 139.16-acre tract (Tract 1) as conveyed Anarene Investments, Ltd., by the above described general warranty deed bears, N 30°25'01" E a distance of 5.84 feet; Thence with the west right-of-way line of said Ranch Road 12, S 30°12'30" W a distance of 1,614.33 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southeast corner of a called 11.00-acre tract as conveyed to Joyce Sorenson by deed recorded in Volume 1438, Page 604 of the Official Public Records of Hays County, Texas, being the northeast corner of the above described Anarene Investments 11.02-acre tract (Tract 2), for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with west right-of-way line of said Ranch Road 12, S 30°12'30" W a distance of 652.24 feet to a concrete monument found on the east line of the above described Anarene Investments 11.0-acre tract (Tract 3), at a point of curvature of a curve to the right;

THENCE, continuing with west right-of-way line of said Ranch Road 12, along said curve to the right an arc distance of 537.81 feet, having a radius of 1,378.00 feet, a central angle of 22°21'42" and a chord which bears S 41°21'35" W a distance of 534.41 feet to a concrete monument found on the east line of the above described Anarene Investments 11.05-acre tract (Tract 4);

THENCE, continuing with west right-of-way line of said Ranch Road, S 52°28'45" W a distance of 415.74 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the east line of said Anarene Investments 11.05-acre tract (Tract 4), at a point of curvature of a curve to the left, from which a concrete monument found bears, S 37°36'13" E a distance of 0.96 feet, also from which a concrete monument found on the east right-of-way line of said Ranch Road 12 bears, S 37°36'13" E a distance of 100.00 feet;

THENCE, continuing with west right-of-way line of said Ranch Road 12, along said curve to the left an arc distance of 259.34 feet, having a radius of 1,961.00 feet, a central angle of 07°34'38" and a chord which bears S 48°40'48" W a distance of 259.15 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the south corner of said Anarene Investments 11.05-acre tract (Tract 4), for the south corner of the herein described tract, from which a concrete monument found on the west right-of-way line of said Ranch Road 12 bears, along a curve to the left an arc distance of 537.69 feet, having a radius of 1,961.00 feet, a central angle of 15°42'36" and a chord which bears S 37°02'11" W a distance of 536.01 feet;

THENCE, leaving the west right-of-way line of said Ranch Road 12, with the westerly line of said Anarene Investments 11.05-acre tract (Tract 4), N 05°51'23" W pass a 1/2-inch iron rod found at a distance of 17.05 feet and continuing on for a total distance of 344.31 feet to a 1/2-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found, at an outside corner of said Anarene Investments 11.05-acre tract (Tract 4), for an outside corner of the herein described tract;

THENCE, continuing with the westerly line of said Anarene Investments 11.05-acre tract (Tract 4), N 40°40'07" E a distance of 111.95 feet to a to a 1/2-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found, at an outside corner of said Anarene Investments 11.05-acre tract (Tract 4), for an outside corner of the herein described tract;

THENCE, continuing with the westerly line of said Anarene Investments 11.05-acre tract (Tract 4), S 76°19'22" E a distance of 116.44 feet to a 1/2-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found, on the east line of a called 88-acre tract as conveyed to Donald and Donnie Wayne Bonham by trustee's distribution deed recorded in Document No. 80025837 of the Official Public Records of Hays County, Texas, at an inside corner of said Anarene Investments 11.05-acre tract (Tract 4), for an inside corner of the herein described tract;

THENCE, continuing with the westerly line of said Anarene Investments 11.05-acre tract (Tract 4) and the east line of said Bonham 88-acre tract, N 10°45'34" W a distance of 852.52 feet to a 1/2-inch iron rod found at the common west corner of said Anarene Investments 11.05-acre tract (Tract 4) and 11.0-acre tract (Tract 3);

THENCE, continuing with the westerly line of said Anarene Investments 11.0-acre tract (Tract 3) and the east line of said Bonham 88-acre tract, generally along a fence, N 10°44'40" W a distance of 550.56 feet to a 1/2-inch iron rod found at the common west corner of said Anarene Investments 11.0-acre tract (Tract 3) and 11.02-acre tract (Tract 2);

THENCE, continuing with the westerly line of said Anarene Investments 11.02-acre tract (Tract 2) and the east line of said Bonham 88-acre tract, generally along a fence, N 10°40'50" W a distance of 431.04 feet to a 1/2-inch iron rod found at the most westerly southwest corner of a called 11.00-acre tract as conveyed to Bill Ben Biggs by deed recorded in Document No. 16023996 of the Official Public Records of Hays County, Texas, being the northwest corner of said Anarene Investments 11.02-acre tract (Tract 2), for the northwest corner of the herein described tract;

THENCE, with the north line of said Anarene Investments 11.02-acre tract (Tract 2), S 59°47'50" E a distance of 1,615.72 feet to the **POINT OF BEGINNING** and containing 33.099 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.

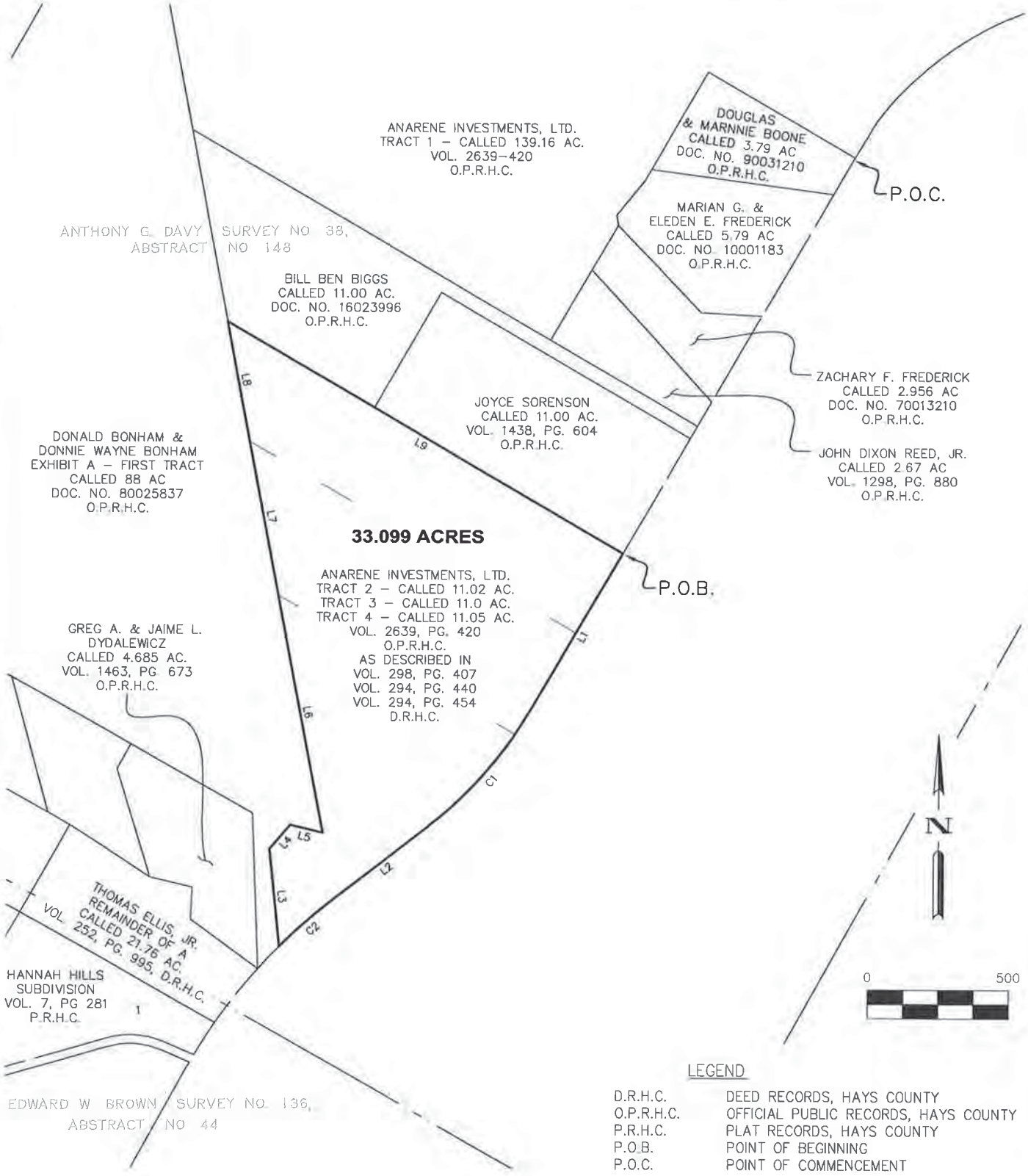
STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

12/12/2018
Date

Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Date: December 12, 2018
Project No.: 5955-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

D.R.H.C.	DEED RECORDS, HAYS COUNTY
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY
P.R.H.C.	PLAT RECORDS, HAYS COUNTY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS SOUTH CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.9999320997.

BGE, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

Copyright 2018

SCALE: 1"=500'

SHEET 4 OF 5

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 30°12'30" W	652.24'
L2	S 52°28'45" W	415.74'
L3	N 05°51'23" W	344.31'
L4	N 40°40'07" E	111.95'
L5	S 76°19'22" E	116.44'
L6	N 10°45'34" W	852.52'
L7	N 10°44'40" W	550.56'
L8	N 10°40'50" W	431.04'
L9	S 59°47'50" E	1,615.72'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	537.81'	1,378.00'	22°21'42"	S 41°21'35" W	534.41'
C2	259.34'	1,961.00'	7°34'38"	S 48°40'48" W	259.15'

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TBPLS Licensed Surveying Firm No. 10106502
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SCALE: 1"=500'
SHEET 5
OF 5

DESCRIPTION OF A 139.641 ACRE TRACT OF LAND
HAYS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148, SITUATED IN HAYS COUNTY, TEXAS; BEING ALL OF THAT CALLED 139.16 ACRE TRACT (TRACT 1) AS CONVEYED ANARENE INVESTMENTS, LTD., BY GENERAL WARRANY DEED RECORDED IN VOLUME 2639, PAGE 420 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a concrete monument found on the west right-of-way line of Ranch Road 12, (right-of-way varies), on the west line of a called 3.79-acre tract as conveyed to Douglas and Marnnie Boone, by general warranty deed recorded in Document No. 90031210 of the Official Public Records of Hays County, Texas, from which a concrete monument found on the west right-of-way line of said Ranch Road 12 bears, S 30°12'30" W a distance of 2,266.57 feet; Thence with the west right-of-way line of said Ranch Road 12, N 30°25'01" E a distance of 5.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the most easterly southeast corner of the above described Anarene Investments 139.16-acre tract, for the most easterly southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found bears, S 59°48'49" E a distance of 0.36 feet;

THENCE, leaving the west right-of-way line of Ranch Road 12, generally along a fence, with a south line of said Anarene Investments 139.16-acre tract, N 59°48'49" W a distance of 600.22 feet to a 1/2-inch iron rod found at the northwest corner of said Boone 3.79-acre tract, being an inside corner of said Anarene Investments 139.16-acre tract, for an inside corner of the herein described tract;

THENCE, with an easterly line of said Anarene Investments 139.16-acre tract, generally along a fence, the following four (4) courses:

1) S 30°11'19" W a distance of 445.90 feet to a 1/2-inch iron rod found on the west line of a called 5.79-acre tract as conveyed to Marian G. and Elden E. Frederick by warranty deed with vendor's lien recorded in Document No. 10001183 of the Official Public Records of Hays County, Texas;

2) S 38°52'56" W a distance of 156.72 feet to a 1/2-inch iron rod found on the west line of said Marian G. and Elden E. Frederick 5.79-acre tract;

3) S 09°02'34" E a distance of 37.18 feet to a 1/2-inch iron rod found at the common west corner of said Marian G. and Elden E. Frederick 5.79-acre tract and a called 2.956-acre tract as conveyed to Zachary F. Frederick by warranty deed with vendor's lien recorded in Document No. 70013210 of the Official Public Records of Hays County, Texas; and

4) S 30°13'06" W a distance of 469.75 feet to a 1/2-inch iron rod found on the north line of a 11.00-acre tract as conveyed to Bill Ben Biggs by deed recorded in Document No. 16023996 of the Official Public Records of Hays County, Texas, at the southwest corner of a called 2.67-acre tract as conveyed to John Dixon Reed, Jr. by general warranty deed recorded in Volume 1298, Page 880 of the Official Public records of Hays County, Texas, being the most southerly corner of said Anarene Investments 139.16-acre tract, for the most southerly corner of the herein described tract;

THENCE, with a southerly line of said Anarene Investments 139.16-acre tract, generally along a fence, N 59°46'29" W a distance of 1,465.41 feet to a 1/2-inch iron rod found on the east line of a called 88-acre tract as conveyed to Donald and Donnie Wayne Bonham by trustee's distribution deed recorded in Document No. 80025837 of the Official Public Records of Hays County, Texas, at the northwest corner of said Biggs 11.00-acre tract, being the most westerly southwest corner of said Anarene Investments 139.16-acre tract, for the most westerly southwest corner of the herein described tract;

THENCE with the west line of said Anarene Investments 139.16-acre tract, generally along a fence, the following five (5) courses:

1) N 10°38'24" W a distance of 909.58 feet to a cedar fence post found;

2) N 10°11'12" W a distance of 164.18 feet to a cedar fence post found on the east line of a called 204-acre tract as conveyed to said Donald and Donnie Wayne Bonham by said trustee's distribution deed, being the most westerly corner of said Anarene Investments 139.16-acre tract, for the most westerly corner of the herein described tract;

3) N 28°41'46" E a distance of 542.00 feet to a cedar fence post found;

4) N 28°47'55" E, pass a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found 0.60 feet right of line at a distance of 482.92 feet and continuing on for a total distance of 866.82 feet to a cedar fence post; and

5) N 28°54'55" E a distance of 529.61 feet to a calculated point at the approximate centerline of Barton Creek, on the southerly line of a called 104.491-acre tract as conveyed to Relentless Ranch, L.L.C. by correction general warranty deed recorded in Document No. 90012886 of the Official Public Records of Hays County, Texas, at the west end of a Boundary Agreement by and between Wiley Allen Haydon, John Hill and Peery-Flume Properties, Inc. recorded in Volume 402, Page 683 of the Deed Records of Hays County, Texas, being the northwest corner of said Anarene Investments 139.16-acre tract, for the northwest corner of the herein described tract;

THENCE, with the approximate centerline of said Barton Creek, being the northerly line of said Anarene Investments 139.16-acre tract, and the southerly lines of said Relentless Ranch, L.L.C. 104.491-acre tract and Barton Creek Ranch a subdivision as recorded in Volume 4, Page 183 of the Plat Records of Hays County, Texas, the following twenty-one (21) courses:

1) S 70°59'20" E a distance of 120.37 feet to a calculated angle point;

2) S 51°55'32" E a distance of 77.06 feet to a calculated angle point;

3) S 16°38'10" E a distance of 62.50 feet to a calculated angle point;

4) S 10°00'16" W a distance of 118.67 feet to a calculated angle point;

5) S 23°24'00" E a distance of 312.21 feet to a calculated angle point;

6) S 43°16'44" E a distance of 345.40 feet to a calculated angle point;

7) S 53°17'30" E a distance of 549.07 feet to a calculated angle point;

8) S 86°09'12" E a distance of 89.15 feet to a calculated angle point;

9) S 57°50'27" E a distance of 53.27 feet to a calculated angle point;

10) S 43°29'01" E a distance of 430.90 feet to a calculated angle point;

11) S 60°01'11" E a distance of 131.02 feet to a calculated angle point;

12) S 83°13'21" E a distance of 277.83 feet to a calculated angle point;

13) N 63°18'21" E a distance of 102.47 feet to a calculated angle point;

14) N 83°26'31" E a distance of 61.03 feet to a calculated angle point;

15) S 66°44'36" E a distance of 328.20 feet to a calculated angle point;

16) S 47°24'46" E a distance of 96.56 feet to a calculated angle point;

17) S 65°43'06" E a distance of 358.78 feet to a calculated angle point;

18) S 83°49'47" E a distance of 86.81 feet to a calculated angle point;

19) N 40°32'43" E a distance of 96.08 feet to a calculated angle point;

20) S 81°17'05" E a distance of 60.72 feet to a calculated angle point; and

21) S 57°50'06" E a distance of 333.80 feet to a calculated point on the curving west right-of-way line of said Ranch Road 12, at the northeast corner of said Anarene Investments 139.16-acre tract, for the northeast corner of the herein described tract;

THENCE, leaving the approximate centerline of said Barton Creek, with the west right-of-way line of said Ranch Road 12 and the east line of said Anarene Investments 139.16-acre tract the following five (5) courses:

1) Along a curve to the right, an arc distance of 535.20 feet, having a radius of 1,829.86 feet, a central angle of 16°45'28" and a chord which bears S 68°02'14" W a distance of 533.29 feet to a concrete monument found;

2) S 74°30'50" W a distance of 305.45 feet to a concrete monument found;

3) S 68°30'56" W a distance of 233.16 feet to a concrete monument found at a point of curvature of a curve to the left;

4) Along said curve to the left an arc distance of 584.98 feet, having a radius of 1,205.47 feet, a central angle of 27°48'14" and a chord which bears S 51°28'02" W a distance of 579.26 feet to a concrete monument found;

5) S 30°25'01" W a distance of 149.26 feet to the **POINT OF BEGINNING** and containing 139.641 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.

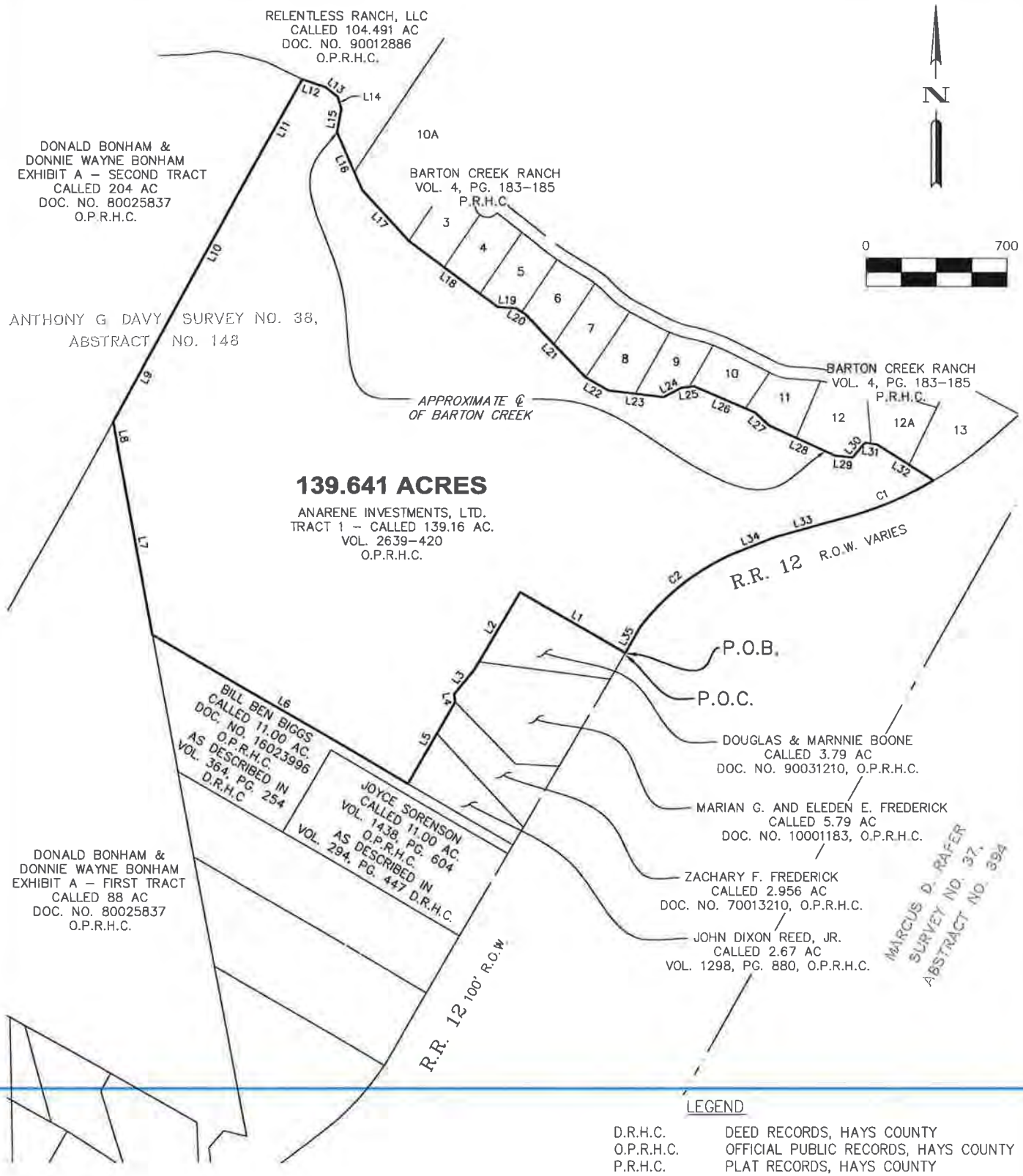
STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

12/12/2018
Date

Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Date: December 12, 2018
Project No.: 5955-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

D.R.H.C.	DEED RECORDS, HAYS COUNTY
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY
P.R.H.C.	PLAT RECORDS, HAYS COUNTY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS SOUTH CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.9999320997.

BGE, Inc.
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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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SCALE: 1"=700'

SHEET 5 OF 6

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 59°48'49" W	600.22'
L2	S 30°11'19" W	445.90'
L3	S 38°52'56" W	156.72'
L4	S 09°02'34" E	37.18'
L5	S 30°13'06" W	469.75'
L6	N 59°46'29" W	1,465.41'
L7	N 10°38'24" W	909.58'
L8	N 10°11'12" W	164.18'
L9	N 28°41'46" E	542.00'
L10	N 28°47'55" E	866.82'
L11	N 28°54'55" E	529.61'
L12	S 70°59'20" E	120.37'
L13	S 51°55'32" E	77.06'
L14	S 16°38'10" E	62.50'
L15	S 10°00'16" W	118.67'
L16	S 23°24'00" E	312.21'
L17	S 43°16'44" E	345.40'
L18	S 53°17'30" E	549.07'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L19	S 86°09'12" E	89.15'
L20	S 57°50'27" E	53.27'
L21	S 43°29'01" E	430.90'
L22	S 60°01'11" E	131.02'
L23	S 83°13'21" E	277.83'
L24	N 63°18'21" E	102.47'
L25	N 83°26'31" E	61.03'
L26	S 66°44'36" E	328.20'
L27	S 47°24'46" E	96.56'
L28	S 65°43'06" E	358.78'
L29	S 83°49'47" E	86.81'
L30	N 40°32'43" E	96.08'
L31	S 81°17'05" E	60.72'
L32	S 57°50'06" E	333.80'
L33	S 74°30'50" W	305.45'
L34	S 68°30'56" W	233.16'
L35	S 30°25'01" W	149.26'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	535.20'	1,829.86'	16°45'28"	S 68°02'14" W	533.29'
C2	584.98'	1,205.47'	27°48'14"	S 51°28'02" W	579.26'

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SHEET 6
OF 6

DESCRIPTION OF A 1,240.674 ACRE TRACT OF LAND
HAYS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE PHILIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, THE MARCUS D. RAPER SURVEY NO. 37, ABSTRACT NO. 394, THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148 AND THE EDWARD W. BROWN SURVEY NO. 136, ABSTRACT NO. 44, SITUATED IN HAYS COUNTY, TEXAS; BEING A PORTION OF A CALLED 1,051.23 ACRE TRACT AS DESCRIBED IN GENERAL WARRANTY DEED CONVEYED TO ANARENE INVESTMENTS, LTD. AND A PORTION OF THAT CALLED 73.69 ACRE SAVE & EXCEPT TRACT AS DESCRIBED IN EXHIBIT A-1 OF SAID GENERAL WARRANTY DEED TO ANARENE INVESTMENTS, LTD., RECORDED IN VOLUME 2639, PAGE 418 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 73.69 ACRE SAVE & EXCEPT TRACT BEING A PORTION OF THAT CALLED 507.1 ACRE TRACT AS CONVEYED TO JOHN L. HILL BY DEED RECORDED IN VOLUME 212, PAGE 629 OF THE DEED RECORDS OF HAYS COUNTY, ALSO SAVE AND EXCEPT FROM SAID 1051.23 ACRE TRACT A CALLED 90,000 SQUARE FEET OF LAND AS CONVEYED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT BY DEED OF GIFT RECORDED IN VOLUME 1489, PAGE 61 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED 29.78 ACRE TRACT AS CONVEYED TO ANARENE INVESTMENTS, LTD. BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2639, PAGE 400 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING ALL OF A CALLED 206.2 ACRE TRACT AS CONVEYED TO ANARENE INVESTMENTS, LTD. BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2639, PAGE 403 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with cap stamp "BGE INC" set on the east right-of-way line of Ranch Road 12, (100' wide right-of-way), being the common most westerly corner of the above described Anarene Investments 1,051.23-acre tract and a called 21.126-acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 571, Page 307 of Real Property Records of Hays County, Texas, for the most westerly corner and **POINT OF BEGINNING** of the herein described tract, from which a 80-D nail found bears S 80°14'54" E a distance of 0.54 feet, and from which a concrete monument found on east right-of-way line of said Ranch Road 12 bears, S 14°28'39" W a distance of 350.43 feet;

THENCE, with the east right-of-way line of said Ranch Road 12 the following fourteen (14) courses:

1) N 14°28'39" E a distance of 1,624.68 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract at a point of curvature of a curve to the right;

2) Along said curve to the right an arc distance of 722.05 feet, having a radius of 2,896.00 feet, a central angle of 14°17'07" and a chord which bears N 21°49'46" E a distance of 720.18 feet to concrete monument found at the common most westerly south corner of said Anarene Investments 1,051.23-acre tract and the above described Hill 73.69-acre tract;

3) N 29°11'41" E a distance of 1,489.16 feet to a concrete monument found on the west line of said Hill 73.69-acre tract, at a point of curvature of a curve to the right;

4) Along said curve to the right an arc distance of 756.40 feet, having a radius of 1,861.00 feet, a central angle of 23°17'16" and a chord which bears N 40°49'43" E a distance of 751.20 feet to a concrete monument found on the west line of said Hill 73.69-acre tract;

5) N 52°28'45" E, pass a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at the common most westerly north corner of said Hill 73.69-acre tract and said Anarene Investments 1,051.23-acre tract at a distance of 175.19 feet, and continuing on for a total distance of 415.50 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract, at a point of curvature of a curve to the left;

6) Along said curve to the left an arc distance of 576.84 feet, having a radius of 1,478.00 feet, a central angle of 22°21'42", and a chord which bears N 41°21'34" E a distance of 573.19 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract;

7) N 30°12'30" E a distance of 2,266.38 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract, at a point of curvature of a curve to the right;

8) Along said curve to the right an arc distance of 673.49 feet, having a radius of 1,096.00 feet, a central angle of 35°12'29", and a chord which bears N 47°48'39" E a distance of 662.94 feet to a concrete monument found (damaged) on the west line of said Anarene Investments 1,051.23-acre tract;

9) N 76°15'59" E a distance of 209.78 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract;

10) N 76°27'16" E a distance of 304.82 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract;

11) N 58°07'42" E a distance of 85.31 feet to a 5/8-inch iron rod found on the west line of said Anarene Investments 1,051.23-acre tract;

12) N 69°13'30" E a distance of 220.26 feet to a cotton spindle found in the northwest side of a 52" live oak, on the west line of said Anarene Investments 1,051.23-acre tract, from which a 1-1/2-inch iron pipe found bears N 09°17'07" W a distance of 0.64 feet;

13) N 74°01'48" E a distance of 195.37 feet to a 3/4-inch iron rod found on the west line of said Anarene Investments 1,051.23-acre tract, at a point of curvature of a curve to the left; and

14) Along said curve to the left an arc distance of 139.02 feet, having a radius of 1,979.86 feet, a central angle of 04°01'23", and a chord which bears N 59°58'27" E a distance of 138.99 feet to a 1-inch iron rod found on the west line of said Anarene Investments 1,051.23-acre tract, at the southwest corner of a called 0.112-acre tract as conveyed to Rella W. Brooks by deed recorded in Volume 224, Page 632 of the Deed Records of Hays County, Texas;

THENCE, leaving the east right-of-way line of said Ranch Road 12, with a north line of said Anarene Investments 1,051.23-acre tract, N 85°56'32" E a distance of 31.42 feet to a calculated point on the south line of said Rella Brooks 0.112-acre tract, at the approximate centerline of Barton Creek, for the most northerly corner of said Anarene Investments 1,051.23-acre tract, for the most northerly corner of the herein described tract;

THENCE, with the northerly and easterly lines said Anarene Investments 1,051.23-acre tract, along the approximate centerline of Barton Creek, the following twenty-one (21) courses:

1) S 54°06'53" E a distance of 416.52 feet to a calculated angle point;

2) S 43°31'40" E a distance of 320.98 feet to a calculated angle point;

3) S 71°33'35" E a distance of 162.29 feet to a calculated angle point;

4) S 80°15'23" E a distance of 359.62 feet to a calculated angle point;

5) N 89°12'39" E a distance of 268.06 feet to a calculated angle point;

6) N 71°48'37" E a distance of 226.20 feet to a calculated angle point;

7) N 75°52'56" E a distance of 471.86 feet to a calculated angle point;

8) S 76°44'48" E a distance of 149.76 feet to a calculated angle point;

9) S 51°55'11" E a distance of 99.32 feet to a calculated angle point;

10) S 31°00'27" E a distance of 192.83 feet to a calculated angle point;

11) S 04°33'09" E a distance of 253.81 feet to a calculated angle point;

12) S 08°46'56" W a distance of 358.50 feet to a calculated angle point;

13) S 15°06'53" W a distance of 362.97 feet to a calculated angle point;

14) S 27°05'38" W a distance of 330.40 feet to a calculated angle point;

15) S 44°01'50" W a distance of 364.58 feet to a calculated angle point;

16) S 23°23'55" W a distance of 114.84 feet to a calculated angle point;

17) S 12°27'30" W a distance of 299.12 feet to a calculated angle point;

18) S 07°06'56" W a distance of 132.91 feet to a calculated angle point;

19) S 10°50'48" E a distance of 166.36 feet to a calculated angle point;

20) S 24°03'53" E a distance of 134.10 feet to a calculated angle point; and

21) S 32°12'12" E a distance of 162.72 feet to a calculated point at inside corner of a called 46.53-acre tract as conveyed to Mary Taylor Henderson by general warranty deed with reservation of life estate recorded in Document No. 14038509 of the Official Public Records of Hays County, Texas, from which a 1-inch iron pipe found on the east bank of said Barton Creek bears, N 52°49'27" E a distance of 109.28 feet;

THENCE, leaving the approximate center line of said Barton Creek with a east line of said Anarene Investments 1,051.23-acre tract, S 55°46'32" W pass a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found on the west bank of said Barton Creek a distance of 31.68 feet and continuing on for a total distance of 276.23 feet to a 5/8-inch iron rod found at the most westerly southwest corner of said Henderson 46.53-acre tract, at an inside corner of said Anarene Investments 1,051.23-acre tract, for an inside corner of the herein described tract;

THENCE, generally along a fence, with a north line of said Anarene Investments 1,051.23-acre tract, S 61°20'17" E pass a 1/2-inch iron rod found at the common south corner of said Henderson 46.53-acre tract and a called 26.10-acre tract as conveyed to Virginia Taylor Buckley by Document No. 9921334 of the Official Public Records of Hays County, Texas, at a distance of 279.93 feet and continuing on for a total distance of 466.74 feet to a 1/2-inch iron rod found at an angle point in the south line of said Buckley 26.10-acre tract, for an angle point of the herein described tract;

THENCE, generally along a fence, continuing with a north line of said Anarene Investments 1,051.23-acre tract, S 57°09'59" E a distance of 511.67 feet to a 1/2-inch iron rod found at the south corner of said Buckley 26.10-acre tract, on a west line of a remainder of a called 1,364.31-acre tract as conveyed to Rathgeber Investment Company, Ltd. By special warranty deed with vendor's lien recorded in Document No. 04015659 of the Official Public Records of Hays County, Texas, at the most easterly corner of said Anarene Investments 1,051.23-acre tract, for the most easterly corner of the herein described tract;

THENCE, generally along a fence, with an east line of said Anarene Investments 1,051.23-acre tract and a west line of said Rathgeber Investment 1,364.31-acre remainder tract, S 28°53'40" W a distance of 4,426.46 feet to a 5/8-inch iron rod found at the north corner of a called 29.78-acre tract as conveyed to Anarene Investments. Ltd. by general warranty deed recorded in Volume 2639, Page 400 of the Official Public Records of Hays County, Texas, for an inside corner of the herein described tract;

THENCE, leaving the fenced east line of said Anarene Investments 1,051.23-acre tract, with the east line of said Anarene Investments 29.78-acre tract, S 30°03'24" E a distance of 931.08 feet to a 3/8-inch iron rod found with cap stamped "RPLS 4542" near a fence corner, on a west line of said Rathgeber Investment 1,364.31-acre remainder tract, at the north east corner of a called 291-1/3-acre tract as conveyed to Cynosure Corporation by deed recorded in Volume 258, Page 123 of the Deed Records of Hays County, Texas, for an outside corner of the herein described tract;

THENCE, leaving the west line of said Rathgeber Investment 1,364.31-acre remainder tract, generally along a fence, with the south line of said Anarene Investments 29.78-acre tract, S 60°08'25" W a distance of 1,550.88 feet to a 1/2-inch iron pipe found at the south corner of said Anarene Investments 29.78-acre tract, at the northeast corner of a called 206.2-acre tract as conveyed to Anarene Investments. Ltd. by general warranty deed recorded in Volume 2639, Page 403 of the Official Public Records of Hays County, Texas, being the northwest corner of said Cynosure Corporation 291-1/3-acre tract, for an inside corner of the herein described tract;

THENCE, generally along a fence, with the east line of said Anarene Investments 206.2-acre tract, S 25°43'41" E a distance of 46.72 feet to a 60-D nail found in the root of a dead tree, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 16°46'01" E a distance of 280.41 feet to a 60-D nail found in tree, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 16°48'27" E a distance of 182.38 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 05°13'03" W a distance of 104.30 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 03°37'02" E a distance of 55.04 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 13°33'24" W a distance of 70.61 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 06°06'34" W a distance of 154.54 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 05°52'30" W a distance of 263.33 feet to a disturbed 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 16°02'05" W a distance of 196.54 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 00°43'42" W a distance of 330.59 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 00°08'28" W a distance of 273.70 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 05°46'10" E a distance of 42.66 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 01°49'02" E a distance of 238.81 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 00°49'25" E a distance of 353.56 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 00°12'27" E a distance of 706.00 feet to a 1-1/2-inch iron pipe found, on the west line of said Cynosure Corporation 291-1/3-acre tract, at the south east corner of said Anarene Investments 206.2-acre tract, being the northwest corner of a called 200-acre tract as conveyed to William R. Scott and Bessie E. Scott by deed recorded in Volume 717, Page 229 of the Deed Records of Hays County, Texas, for the most southerly corner of the herein described tract;

THENCE, generally along a fence, with the south line of said Anarene Investments 206.2-acre tract, N 88°40'21" W a distance of 482.13 feet to a 60-D nail found in a dead tree, for an angle point;

THENCE, generally along a fence, with the south line of said Anarene Investments 206.2-acre tract, N 86°02'12" W a distance of 425.10 feet to a 60-D nail found in a tree, for an angle point;

THENCE, generally along a fence, with the south line of said Anarene Investments 206.2-acre tract, N 85°57'22" W a distance of 589.22 feet to a 1/2-inch iron rod found on the north line of said Scott 200-acre tract, at the southeast corner of Lot 28, of the Replat of Lot 2E, Block C, Pound house Hills Section 2 as recorded in Document No. 17007517 of the Official Public Records of Hays County, Texas, for the most southerly southwest corner of the herein described tract, from which a 1-inch iron pipe found on the north line of said Scott 200-acre tract, at a angle point in the south line of said Lot 28 bears, N 85°57'56" W a distance 104.76 feet;

THENCE, generally along a fence, with the west line of said Anarene Investments 206.2-acre tract and the east line of said Replat of Lot 2E, Block C, Poundhouse Hills Section 2, N 36°39'47" W a distance of 483.70 feet to a 1/2-inch iron rod found, for an angle point;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 206.2-acre tract and the east line of said Replat of Lot 2E, Block C, Poundhouse Hills Section 2, N 36°33'08" W pass a 1/2-inch iron rod with cap stamped "4WARD BOUNDARY" at the south easterly terminus of Pecos River Crossing (60' wide right-of-way) as dedicated by said Replat of Lot 2E, Block C, Poundhouse Hills Section 2 at a distance of 581.20 feet, pass a 1/2-inch iron rod with cap stamped "4WARD BOUNDARY" at the north easterly terminus of said Pecos River Crossing at a distance of 641.20 feet and continuing on for a total distance of 778.20 feet to a 1/2" iron rod found at the northeast corner of Lot 35 of said Replat of Lot 2E, Block C, Poundhouse Hills Section 2, being the southeast corner of the remainder of a called 102.479-acre tract as conveyed to Taylor Morrison of Texas, Inc. by special warranty deed recorded in Doc. No. 14019631 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 206.2-acre tract and the east line of said Taylor Morrison 102.479-acre remainder tract, N 42°39'59" W pass a 1/2-inch iron rod with cap stamp "BGE INC" set at the south east corner of Founders Ridge, Section 2A, a subdivision as recorded in Document No. 17005751 of the Official Public Records of Hays County, Texas, being the south easterly terminus of Copper Canyon (60' wide right-of-way) as dedicated by said Founders Ridge, Section 2A at a distance of 1,466.18 feet, pass a 1/2-inch iron rod with cap stamp "BGE INC" set at the north easterly terminus of said Copper Canyon a distance of 1,526.18 feet, and continuing on for a total distance of 1,696.21 feet to a 1/2-inch iron rod found on the west line of said Founders Ridge, Section 2A;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 206.2-acre tract, and the east line of said Founders Ridge, Section 2A, N 42°57'34" W a distance of 763.97 feet to a 1/2-inch iron rod found;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 206.2-acre tract, and the east line of said Founders Ridge, Section 2A, and the east line of Founders Ridge, Section 1, a subdivision as recorded in Volume 18, Page 336 of the Plat Records of Hays County, N 42°27'07" W a distance of 437.18 feet to a 1/2-inch iron rod found at the northwest corner of said Anarene Investments 206.2-acre tract, at the northeast corner of Lot 3, Block A, of said Founders Ridge, Section 1, being on the south line of said Anarene Investments 1,051.23-acre tract, for an inside corner of the herein described tract;

THENCE, generally along a fence, with the south line of said Anarene Investments 1,051.23-acre tract, and the north line of said of said Founders Ridge, Section 1, S 89°37'16" W a distance of 133.08 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the south line of said Anarene Investments 1,051.23-acre tract, S 88°53'52" W a distance of 311.37 feet to a 3/4-inch iron bar found at the southwest corner of a called 12.22-acre tract as conveyed to J.F. Glosson, Jr. by deed recorded in Volume 207, Page 329 of the Deed Records of Hays County, Texas, at the most southerly southwest corner of said Anarene Investments 1,051.23-acre tract, for an outside corner of the herein described tract;

THENCE, generally along a fence, with a west line of said Anarene Investments 1,051.23-acre tract, and the east line of said J.F. Glosson, Jr. 12.22-acre tract, N 01°52'37" W a distance of 630.02 feet to a 3/4-inch iron rod found under a fence at the common east corner of said J.F. Glosson, Jr. 12.22-acre tract and a called 21.126-acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 571, Page 307 of Real Property Records of Hays County, Texas, for an outside corner of the herein described tract;

THENCE, generally along a fence, with a northerly line of said Anarene Investments 1,051.23-acre tract, and a southerly line of said D.S.I.S.D. 21.126-acre tract, N 75°23'13" E a distance of 295.08 feet to a 1/2-inch iron rod found, for an angle point;

THENCE, generally along a fence, continuing with a northerly line of said Anarene Investments 1,051.23-acre tract, and a southerly line of said D.S.I.S.D. 21.126-acre tract, N 65°41'55" E a distance of 427.16 feet to a disturbed 1/2-inch iron rod found at the most easterly south corner of said D.S.I.S.D. 21.126-acre tract, for an inside corner of the herein described tract;

THENCE, generally along a fence, with a west line of said Anarene Investments 1,051.23-acre tract, and an east line of said D.S.I.S.D. 21.126-acre tract, N 03°44'39" E a distance of 370.39 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the southwest corner of a 90,000-square foot tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 1489, Page 61 of Official Public Records of Hays County, Texas, for an outside corner of the herein described tract;

THENCE, leaving the fenced west line of said Anarene Investments 1,051.23-acre tract, crossing over and across said Anarene Investments 1,051.23-acre tract, with the south line of said D.S.I.S.D. 90,000 square foot tract, S 85°02'09" E a distance of 300.00 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the southeast corner of said D.S.I.S.D. 90,000 square foot tract, for an inside corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, with the east line of said D.S.I.S.D. 90,000 square foot tract, N 03°44'39" E a distance of 300.00 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the northeast corner of said D.S.I.S.D. 90,000 square foot tract, for an inside corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, with the north line of said D.S.I.S.D. 90,000 square foot tract, N 85°02'09" W, pass a 1/2-inch iron rod found in concrete near a fence corner at the common north corner of said D.S.I.S.D. 90,000 square foot tract and said D.S.I.S.D. 21.126-acre tract at a distance of 300.00 feet, and continuing on with the north line of said D.S.I.S.D. 21.126-acre tract and a south line of said Anarene Investments 1,051.23-acre tract for a total distance of 649.54 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the southeast corner of a called 0.138-acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by warranty deed recorded in Volume 626, Page 293 of the Real Property Records of Hays County, Texas, for an inside corner of the herein described tract, from which a 1/2-inch iron rod found at or near a fence corner bears, N 84°19'25" W a distance of 3.39 feet;

THENCE, with a west line of said Anarene Investments 1,051.23-acre tract, and the east line of said D.S.I.S.D. 0.138-acre tract, N 04°57'51" E a distance of 50.00 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the northeast corner of said D.S.I.S.D. 0.138-acre tract, from which a 1/2-inch iron rod found at or near a fence corner bears, N 88°51'36" W a distance of 3.35 feet;

THENCE, with a south line of said Anarene Investments 1,051.23-acre tract, and a north line of said D.S.I.S.D. 0.138-acre tract, N 85°02'09" W a distance of 120.00 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set on the west line of said D.S.I.S.D. 21.126-acre tract, at the northwest corner of said D.S.I.S.D. 0.138-acre tract, from which a 1/2-inch iron rod found at or near a fence corner bears, N 89°05'52" W a distance of 3.40 feet;

THENCE, with a west line of said Anarene Investments 1,051.23-acre tract, and an east line of said D.S.I.S.D. 21.126-acre tract, N 04°57'51" E a distance of 39.82 feet to a 1/2-inch iron rod found near a fence corner, at an outside corner of said D.S.I.S.D. 21.126-acre tract;

THENCE, with a south line of said Anarene Investments 1,051.23-acre tract, and a north line of said D.S.I.S.D. 21.126-acre tract, N 85°02'09" W a distance of 418.62 feet to the **POINT OF BEGINNING**.

SAVE & EXCEPT THE FOLLOWING TRACT OF LAND:

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE PHILIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, THE MARCUS D. RAPER SURVEY NO. 37, ABSTRACT NO. 394, THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148 AND THE EDWARD W. BROWN SURVEY NO. 136, ABSTRACT NO. 44, SITUATED IN HAYS COUNTY, TEXAS; BEING A PORTION OF A CALLED 1,051.23 ACRE TRACT AS DESCRIBED IN GENERAL WARRANTY DEED CONVEYED TO ANARENE INVESTMENTS, LTD. AND A PORTION OF THAT CALLED 73.69 ACRE SAVE & EXCEPT TRACT AS DESCRIBED IN EXHIBIT A-1 OF SAID GENERAL WARRANTY DEED TO ANARENE INVESTMENTS, LTD., RECORDED IN VOLUME 2639, PAGE 418 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 73.69 ACRE SAVE & EXCEPT TRACT BEING A PORTION OF THAT CALLED 507.1 ACRE TRACT AS CONVEYED TO JOHN L. HILL BY DEED RECORDED IN VOLUME 212, PAGE 629 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamp "BGE INC" set on the east right-of-way line of Ranch Road 12, (100' wide right-of-way), being the common most westerly corner of the above described Anarene Investments 1,051.23-acre tract and a called 21.126-acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 571, Page 307 of Real Property Records of Hays County, Texas; Thence, leaving the east right-of-way line of Ranch Road 12 and crossing over and across said Anarene Investments 1,051.23-acre tract, N 48°15'26" E a distance of 3,883.45 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for the most southerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, N 62°25'51" W a distance of 365.40 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, along said curve to the right, an arc distance of 233.67 feet, having a radius of 485.00 feet, a central angle of 27°36'16" and a chord which bears N 48°37'43" W a distance of 231.41 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract and crossing over and across the above described Hill 73.69-acre tract, N 34°49'35" W a distance of 267.91 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for a point of curvature of a curve to the left;

THENCE, continuing over and across said Hill 73.69-acre tract, along said curve to the left, an arc distance of 333.28 feet, having a radius of 1015.00 feet, a central angle of 18°48'48" and a chord which bears N 44°13'58" W a distance of 331.78 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at a point of reverse curvature;

THENCE, continuing over and across said Hill 73.69-acre tract, along said curve to the right, an arc distance of 38.55 feet, having a radius of 25.00 feet, a central angle of 88°20'36" and a chord which bears N 09°28'04" W a distance of 34.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency, for the most westerly corner of the herein described tract;

THENCE, continuing over and across said Hill 73.69-acre tract, N 34°42'14" E a distance of 612.89 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said Hill 73.69-acre tract and crossing over and across said Anarene Investments 1,051.23-acre tract, along said curve to the right, an arc distance of 168.56 feet, having a radius of 465.00 feet, a central angle of 20°46'10"and a chord which bears N 45°05'19" E a distance of 167.64 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, N 55°28'23" E a distance of 1,126.40 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for the most northerly corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, S 13°35'57" E a distance of 353.90 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for an angle point;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, S 44°59'39" E a distance of 147.28 feet to a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at the most northerly northeast corner of said Hill 73.69-acre tract;

THENCE, with a east line of said Hill 73.69-acre tract and a west line of said Anarene Investments 1,051.23-acre tract, S 13°46'47" E a distance of 413.12 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for the most easterly corner of the herein described tract, from which a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at an angle point in the east line of said Hill 73.69-acre tract bears, S 13°46'47" E a distance of 192.95 feet;

THENCE, leaving the west line of said Anarene Investments 1,051.23-acre tract and crossing over and across said Hill 73.69-acre tract, S 88°54'34" W a distance of 262.83 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an interior corner of the herein described tract;

THENCE, continuing over and across said Hill 73.69-acre tract and crossing over and across said Anarene Investments 1,051.23-acre tract, S 02°39'33" E a distance of 903.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an exterior corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract and crossing over and across said Hill 73.69-acre tract, N 64°51'14" W a distance of 290.58 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an interior corner of the herein described tract;

THENCE, continuing over and across said Hill 73.69-acre tract and crossing over and across said Anarene Investments 1,051.23-acre tract, S 35°05'06" W a distance of 538.90 feet to the **POINT OF BEGINNING.**

The net acreage of the herein described tract of land contains 1,240.674 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.

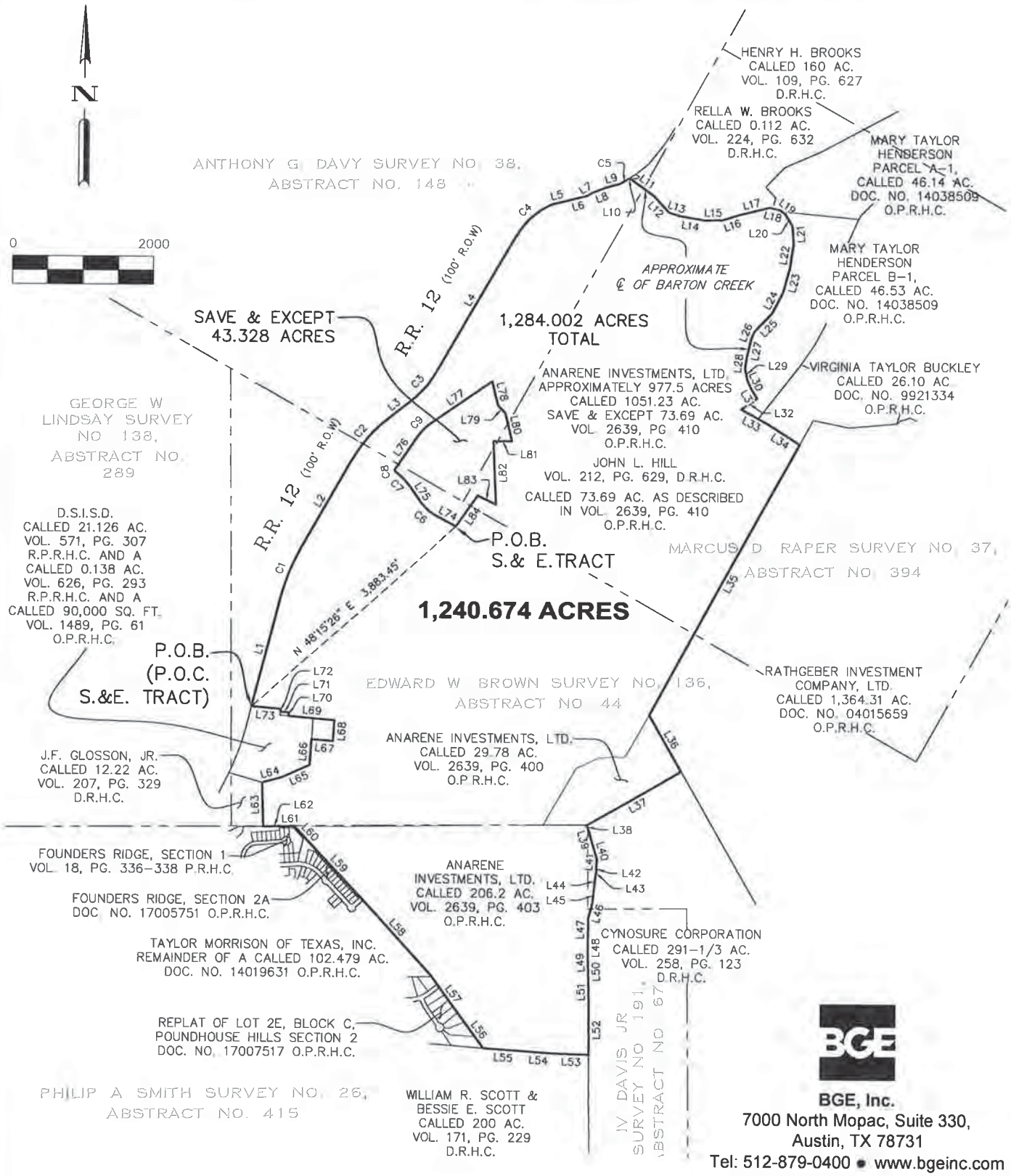
STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

11/19/2018
Date

Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Date: November 19, 2018
Project No.: 5955-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



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Firm No. 10106502

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BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS SOUTH CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.9999320997.

LEGEND

D.R.H.C.	DEED RECORDS, HAYS COUNTY
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY
P.R.H.C.	PLAT RECORDS, HAYS COUNTY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
S.&E. TRACT	SAVE & EXCEPT TRACT

SCALE: 1"=2000'

SHEET 11

OF 12

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 14°28'39" E	1,624.68'
L2	N 29°11'41" E	1,489.16'
L3	N 52°28'45" E	415.50'
L4	N 30°12'30" E	2,266.38'
L5	N 76°15'59" E	209.78'
L6	N 76°27'16" E	304.82'
L7	N 58°07'42" E	85.31'
L8	N 69°13'30" E	220.26'
L9	N 74°01'48" E	195.37'
L10	N 85°56'32" E	31.42'
L11	S 54°06'53" E	416.52'
L12	S 43°31'40" E	320.98'
L13	S 71°33'35" E	162.29'
L14	S 80°15'23" E	359.62'
L15	N 89°12'39" E	268.06'
L16	N 71°48'37" E	226.20'
L17	N 75°52'56" E	471.86'
L18	S 76°44'48" E	149.76'
L19	S 51°55'11" E	99.32'
L20	S 31°00'27" E	192.83'
L21	S 04°33'09" E	253.81'
L22	S 08°46'56" W	358.50'
L23	S 15°06'53" W	362.97'
L24	S 27°05'38" W	330.40'
L25	S 44°01'50" W	364.58'
L26	S 23°23'55" W	114.84'
L27	S 12°27'30" W	299.12'
L28	S 07°06'56" W	132.91'

LINE TABLE

NUMBER	BEARING	DISTANCE
L29	S 10°50'48" E	166.36'
L30	S 24°03'53" E	134.10'
L31	S 32°12'12" E	162.72'
L32	S 55°46'32" W	276.23'
L33	S 61°20'17" E	466.74'
L34	S 57°09'59" E	511.67'
L35	S 28°53'40" W	4,426.46'
L36	S 30°03'24" E	931.08'
L37	S 60°08'25" W	1,550.88'
L38	S 25°43'41" E	46.72'
L39	S 16°46'01" E	280.41'
L40	S 16°48'27" E	182.38'
L41	S 05°13'03" W	104.30'
L42	S 03°37'02" E	55.04'
L43	S 13°33'24" W	70.61'
L44	S 06°06'34" W	154.54'
L45	S 05°52'30" W	263.33'
L46	S 16°02'05" W	196.54'
L47	S 00°43'42" W	330.59'
L48	S 00°08'28" W	273.70'
L49	S 05°46'10" E	42.66'
L50	S 01°49'02" E	238.81'
L51	S 00°49'25" E	353.56'
L52	S 00°12'27" E	706.00'
L53	N 88°40'21" W	482.13'
L54	N 86°02'12" W	425.10'
L55	N 85°57'22" W	589.22'
L56	N 36°39'47" W	483.70'

LINE TABLE

NUMBER	BEARING	DISTANCE
L57	N 36°33'08" W	778.20'
L58	N 42°39'59" W	1,696.21'
L59	N 42°57'34" W	763.97'
L60	N 42°27'07" W	437.18'
L61	S 89°37'16" W	133.08'
L62	S 88°53'52" W	311.37'
L63	N 01°52'37" W	630.02'
L64	N 75°23'13" E	295.08'
L65	N 65°41'55" E	427.16'
L66	N 03°44'39" E	370.39'
L67	S 85°02'09" E	300.00'
L68	N 03°44'39" E	300.00'
L69	N 85°02'09" W	649.54'
L70	N 04°57'51" E	50.00'
L71	N 85°02'09" W	120.00'
L72	N 04°57'51" E	39.82'
L73	N 85°02'09" W	418.62'
L74	N 62°25'51" W	365.40'
L75	N 34°49'35" W	267.91'
L76	N 34°42'14" E	612.89'
L77	N 55°28'23" E	1,126.40'
L78	S 13°35'57" E	353.90'
L79	S 44°59'39" E	147.28'
L80	S 13°46'47" E	413.12'
L81	S 88°54'34" W	262.83'
L82	S 02°39'33" E	903.84'
L83	N 64°51'14" W	290.58'
L84	S 35°05'06" W	538.90'

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	722.05'	2,896.00'	14°17'07"	N 21°49'46" E	720.18'
C2	756.40'	1,861.00'	23°17'16"	N 40°49'43" E	751.20'
C3	576.84'	1,478.00'	22°21'42"	N 41°21'34" E	573.19'
C4	673.49'	1,096.00'	35°12'29"	N 47°48'39" E	662.94'
C5	139.02'	1,979.86'	4°01'23"	N 59°58'27" E	138.99'
C6	233.67'	485.00'	27°36'16"	N 48°37'43" W	231.41'
C7	333.28'	1,015.00'	18°48'48"	N 44°13'58" W	331.78'
C8	38.55'	25.00'	88°20'36"	N 09°28'04" W	34.84'
C9	168.56'	465.00'	20°46'10"	N 45°05'19" E	167.64'

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SCALE: 1"=2000'

SHEET 12 OF 12

DESCRIPTION OF A 218.352 ACRE TRACT OF LAND
HAYS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE GEORGE W. LINDSAY SURVEY NO. 138, ABSTRACT NO. 289 AND THE EDWARD W. BROWN SURVEY NO. 136, ABSTRACT NO. 44, SITUATED IN HAYS COUNTY, TEXAS; BEING A PORTION OF A CALLED 226.11 ACRE TRACT AND ALL OF A CALLED 17.80 ACRE TRACT DESCRIBED AS TRACTS 5 AND 6, RESPECTIVELY, AS CONVEYED TO ANARENE INVESTMENTS, LTD BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2639, PAGE 420 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a TxDOT Type II Monument found on the westerly right-of-way line of Ranch Road 12 (right-of-way varies), at the most easterly corner of a called 64.2441 acre tract as conveyed to the City of Dripping Springs by instrument recorded in Volume 3326, Page 857 of the Official Public Records of Hays County, Texas, being on the south line of the above described Anarene Investments 226.11-acre tract, said monument being the northwest corner of a 0.126-acre right-of-way tract as conveyed to The State of Texas by instrument recorded in Volume 1089, Page 294 of the Official Public Records of Hays County, Texas, for the **POINT OF BEGINNING** of the herein described tract, from which a TxDOT Type II Monument found for reference bears S 19°17'01" W a distance of 315.35 feet;

THENCE, with the south line of said Anarene Investments 226.11-acre tract and the north line of said City of Dripping Springs 64.2441-acre tract, N 28°12'34" W a distance of 302.29 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the south corner of a called 25.7398 acre tract as conveyed to the City of Dripping Springs by instrument recorded in Volume 4467, Page 509 of the Official Public Records of Hays County, Texas, for an exterior corner of the herein described tract, from which a 1/2-inch iron rod found at an angle point on the south line of said City of Dripping Springs 25.7398-acre tract bears N 28°12'34" W a distance of 363.28 feet;

THENCE, generally along a fence, with the east line of said City of Dripping Springs 25.7398-acre tract, N 14°36'11" E a distance of 1,470.07 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the northeast corner of said City of Dripping Springs 25.7398-acre tract, for an interior corner of the herein described tract;

THENCE, generally along a fence, with the northeast line of said City of Dripping Springs 25.7398-acre tract, N 49°13'14" W a distance of 598.82 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the most northerly corner of said City of Dripping Springs 25.7398-acre tract, for an interior corner of the herein described tract;

THENCE, generally along a fence, with the northwest line of said City of Dripping Springs 25.7398-acre tract, S 45°59'38" W a distance of 1,153.28 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the north line of said City of Dripping Springs 64.2441-acre tract, at the west corner of said City of Dripping Springs 25.7398-acre tract, for an exterior corner of the herein described tract;

THENCE, generally along a fence, with the south line of said Anarene Investments 226.11-acre tract and the north line of said City of Dripping Springs 64.2441-acre tract, N 46°55'44" W a distance of 2,051.75 feet to a 1/2-inch iron rod found at the most northerly corner of said City of Dripping Springs 64.2441-acre tract, at the northeast corner of a called 62.03 acre tract as conveyed to Anne Elliece Davison and Glenn Travis Coode by instrument recorded in Document No. 17036564 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, with the south line of said Anarene Investments 226.11-acre tract and the north line of said Davison-Coode 62.03-acre tract, N 46°51'16" W a distance of 1,500.80 feet to a 1/2-inch iron rod found on the east line of Lot 123-B, Resubdivision of Tract 123, Springlake, a subdivision as recorded in Book 9, Page 219 of the Plat Records of Hays County, Texas, at the northwest corner of said Davison-Coode 62.03-acre tract, being at the southwest corner of said Anarene Investments 226.11-acre tract, for the southwest corner of the herein described tract;

THENCE, generally along a fence, with the west line of said Anarene Investments 226.11-acre tract and the east line of said Lot 123-B, N 01°08'13" W a distance of 453.57 feet to a 1/2-inch iron rod found at the northeast corner of said Lot 123-B, being at the southeast corner of that certain 4.92-acre tract described as Tract 124, as conveyed to William and Penny Fairchild by instrument recorded in Volume 2598, Page 516 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 226.11-acre tract and the east line of said Fairchild 4.92-acre tract, N 01°07'53" W a distance of 460.08 feet to a 1/2-inch iron rod found at the northeast corner of said Fairchild 4.92-acre tract, at the southeast corner of Lot 125B-1, Replat of Tract 125A, B & C, Springlake, a subdivision as recorded in Volume 13, Page 388 of the Plat Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 226.11-acre tract and the east line of said Lot 125B-1, N 00°54'14" W a distance of 336.16 feet to a 1/2-inch iron rod found at the northeast corner of said Lot 125B-1, at the southeast corner of that certain 5.00-acre tract described as Tract 126-A, as conveyed to Cary and Shara Meyers by instrument recorded in Volume 1056, Page 313 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 226.11-acre tract and with the east line of said Meyers 5.00-acre tract, N 00°45'39" W a distance of 332.73 feet to a 1/2-inch iron rod found at the northeast corner of said Meyers 5.00-acre tract, at the southeast corner of a called 3.898-acre tract as conveyed to Marc Lamoreaux by instrument recorded in Document No. 14029699 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 226.11-acre tract and with the east line of said Lamoreaux 3.898-acre tract, N 00°33'39" W a distance of 69.38 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southwest corner of a called 8.487-acre tract as conveyed to Joe and Karen Thompson by instrument recorded in Document No. 9702850 of the Official Public Records of Hays County, Texas, at the northwest corner of said Anarene Investments 226.11-acre tract, for the northwest corner of the herein described tract;

THENCE, generally along a fence, with the north line of said Anarene Investments 226.11-acre tract the following six (6) courses:

1) With the south line of said Thompson 8.487-acre tract, S 60°44'38" E a distance of 415.44 feet to a 1/2-inch iron rod found at the southwest corner of a called 13.108-acre tract as conveyed to David and Gena Baley by instrument recorded in Volume 1113, Page 715 of the Official Public Records of Hays County, Texas;

2) With the south line of said Baley 13.108-acre tract, S 60°41'05" E a distance of 789.57 feet to a 1/2-inch iron rod found at the southwest corner of a called 15.00-acre tract as conveyed to William and Margaret Crews by instrument recorded in Document No. 03030453 of the Official Public Records of Hays County, Texas;

3) With the south line of said Crews 15.00-acre tract, S 60°42'09" E a distance of 955.59 feet to a 1/2-inch iron rod found at the southwest corner of a called 11.992-acre tract as conveyed to John Fuquay by instrument recorded in Volume 397, Page 100 of the Deed Records of Hays County, Texas;

4) With the south line of said Fuquay 11.992-acre tract, S 60°27'57" E a distance of 707.23 feet to a 1/2-inch iron rod found at the southwest corner of a called 8.356-acre tract as conveyed to Leon & Elin Tosse by instrument recorded in Document No. 80015038 of the Official Public Records of Hays County, Texas;

5) With the south line of said Tosse 8.356-acre tract, S 60°46'51" E a distance of 601.45 feet to a 1/2-inch iron rod found at the southwest corner of a called 4.83-acre tract as conveyed to Everett and Karen Valdez by instrument recorded in Volume 1018, Page 833 of the Official Public Records of Hays County, Texas; and

6) Partly with the south line of said Valdez 4.83-acre tract, S 60°36'41" E a distance of 1,333.96 feet to a 1/2-inch iron rod found at the southeast corner of a called 10.30-acre tract as conveyed to Jeff and Cyndi Bode by instrument recorded in Volume 1498, Page 335 of the Official Public Records of Hays County, Texas, at the most southerly southwest corner of said Anarene Investments 17.80-acre tract, for an interior corner of the herein described tract;

THENCE, generally along a fence, with the easterly line of said Bode 10.30-acre tract and the westerly line of said Anarene investments 17.80-acre tract, the following three (3) courses:

1) N 29°07'24" E a distance of 406.60 feet to a 1/2-inch iron rod found for corner;

2) N 63°03'43" W a distance of 425.17 feet to a 1/2-inch iron rod found for corner; and

3) N 29°12'20" E, pass a 1/2-inch iron rod found for reference at a distance of 385.21 feet and continuing on for a total distance of 410.41 feet to a calculated point at the center of a 50-foot wide road easement (known as Shelton Ranch Road) as referenced on Hannah Hill Subdivision plat, as recorded in Volume 7, Page 281, Plat Records of Hays County, Texas, on the south line of said Shelton Ranch Road Right-of-Way (30' right-of-way) as dedicated by said Hannah Hill subdivision plat, at the northwest corner of said Anarene Investments 17.80-acre tract, for an exterior corner of the herein described tract;

THENCE, along the center of said 50' road easement, with the northerly line of said Anarene Investments 17.80-acre tract and the southerly line of said Hannah Hill Subdivision right-of-way dedication, the following five (5) courses:

1) S 68°08'51" E a distance of 21.24 feet to a 60D nail found at a point of curvature of a curve to the left;

2) Along said curve to the left an arc distance of 192.46 feet, having a radius of 288.51 feet, a central angle of 38°13'14" and a chord which bears S 87°17'39" E a distance of 188.91 feet to a 60D nail found for corner;

3) N 73°35'59" E a distance of 544.90 feet to a 60D nail found at a point of curvature of a curve to the right;

4) Along said curve to the right an arc distance of 192.48 feet, having a radius of 278.91 feet, a central angle of 39°32'26" and a chord which bears S 86°37'44" E a distance of 188.68 feet to a 60D nail found for corner; and

5) S 66°58'50" E a distance of 109.09 feet to a calculated point at the intersection with the west right-of-way line of said Ranch Road 12, at the northeast corner of said Anarene Investments 17.80-acre tract, for the northeast corner of the herein described tract;

THENCE, with the east line of said Anarene Investments 17.80-acre tract and the west right-of-way line of said Ranch Road 12, along a curve to the left an arc distance of 22.14 feet, having a radius of 1961.00 feet, a central angle of 00°38'49" and a chord which bears S 29°30'17" W a distance of 22.14 feet to a TxDOT Type I concrete monument found for corner;

THENCE, continuing with the east line of said Anarene Investments 17.80-acre tract and the west right-of-way line of said Ranch Road 12, S 29°11'41" W, pass a 1-inch iron pipe found at the northeast corner of said Anarene Investments 226.11-acre tract at a distance of 1,349.20 feet, and continuing on for a total distance of 1,489.20 feet to a TxDOT Type I concrete monument found at a point of curvature of a curve to the left;

THENCE, continuing with the east line of said Anarene Investments 226.11-acre tract and the west right-of-way line of said Ranch Road 12, along said curve to the left an arc distance of 746.98 feet, having a radius of 2,996.00 feet, a central angle of 14°17'07", and a chord which bears S 21°50'01" W a distance of 745.05 feet to a TxDOT Type I concrete monument found for corner;

THENCE, continuing with the east line of said Anarene Investments 226.11-acre tract and the west right-of-way line of said Ranch Road 12, S 14°28'39" W a distance of 1,975.67 feet to a 1/2-inch iron rod set with cap stamped "BGE, Inc." at a point of curvature of a curve to the right, from which a TxDOT Type I concrete monument found for reference bears N 59°27'59" W a distance of 4.21 feet, also from which a TxDOT Type I concrete monument found on the east right-of-way line of said Ranch Road 12 bears S 75°30'33" E a distance of 100.00 feet;

THENCE, continuing with the east line of said Anarene Investments 226.11-acre tract and the west right-of-way line of said Ranch Road 12, along said curve to the right an arc distance of 98.26 feet, having a radius of 2,815.00 feet, a central angle of 02°00'00" and a chord which bears S 15°29'27" W a distance of 98.25 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for the southeast corner of the herein described tract;

THENCE, with the southerly line of said Anarene Investments 226.11-acre tract and a cut-back portion of the west right-of-way line of said Ranch Road 12, N 28°34'13" W a distance of 28.76 feet to the **POINT OF BEGINNING** and containing 218.352 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.

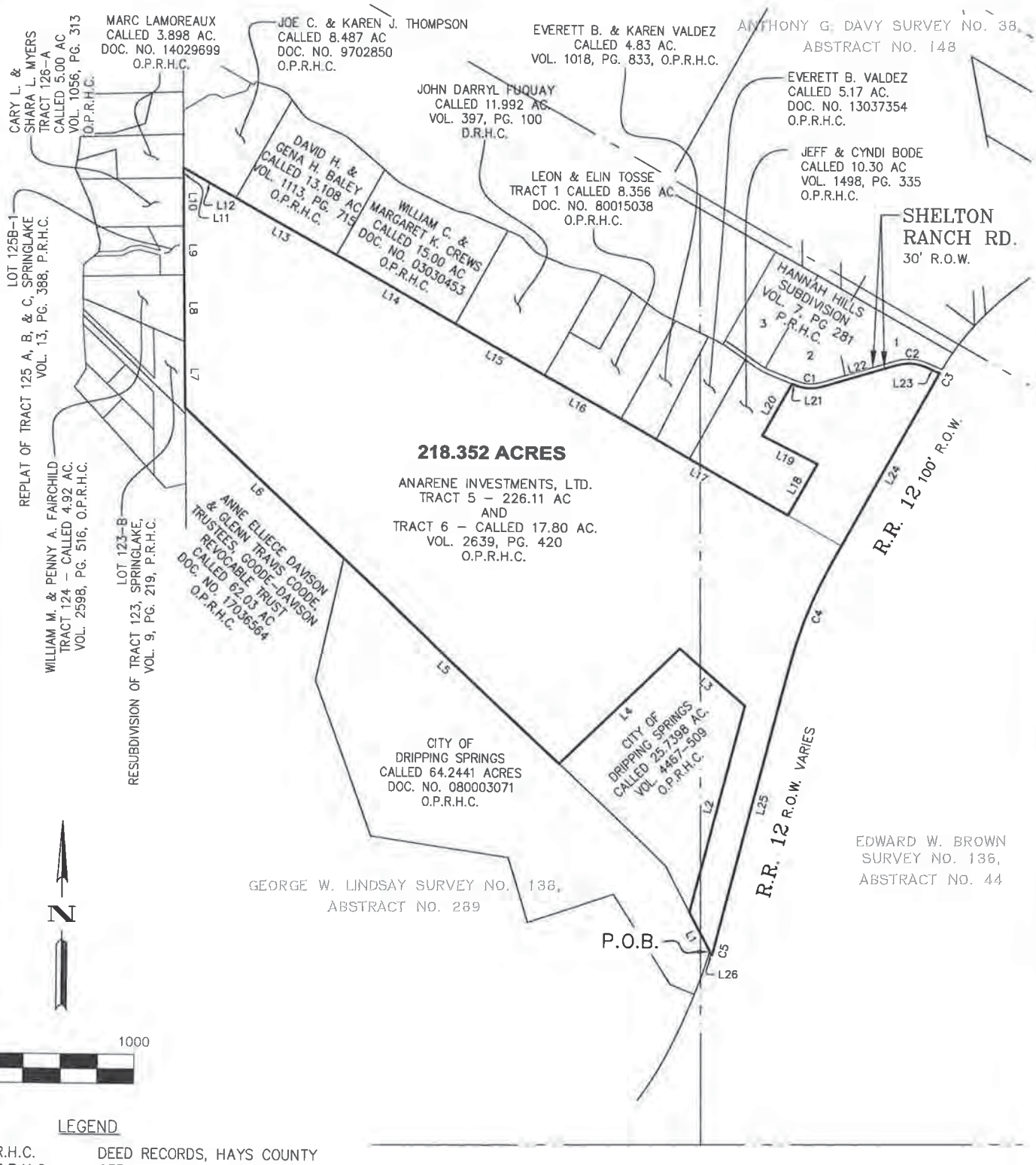
STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

12/12/2018
Date

Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Date: December 11, 2018
Project No.: 5955-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

D.R.H.C.	DEED RECORDS, HAYS COUNTY
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY
P.R.H.C.	PLAT RECORDS, HAYS COUNTY
P.O.B.	POINT OF BEGINNING

BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS SOUTH CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.9999320997.

BGE, Inc.
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TBPLS Licensed Surveying Firm No. 10106502

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SCALE: 1"=1000'

SHEET 6 OF 7

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 28°12'34" W	302.29'
L2	N 14°36'11" E	1,470.07'
L3	N 49°13'14" W	598.82'
L4	S 45°59'38" W	1,153.28'
L5	N 46°55'44" W	2,051.75'
L6	N 46°51'16" W	1,500.80'
L7	N 01°08'13" W	453.57'
L8	N 01°07'53" W	460.08'
L9	N 00°54'14" W	336.16'
L10	N 00°45'39" W	332.73'
L11	N 00°33'39" W	69.38'
L12	S 60°44'38" E	415.44'
L13	S 60°41'05" E	789.57'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L14	S 60°42'09" E	955.59'
L15	S 60°27'57" E	707.23'
L16	S 60°46'51" E	601.45'
L17	S 60°36'41" E	1,333.96'
L18	N 29°07'24" E	406.60'
L19	N 63°03'43" W	425.17'
L20	N 29°12'20" E	410.41'
L21	S 68°08'51" E	21.24'
L22	N 73°35'59" E	544.90'
L23	S 66°58'50" E	109.09'
L24	S 29°11'41" W	1,489.20'
L25	S 14°28'39" W	1,975.67'
L26	N 28°34'13" W	28.76'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	192.46'	288.51'	38°13'14"	S 87°17'39" E	188.91'
C2	192.48'	278.91'	39°32'26"	S 86°37'44" E	188.68'
C3	22.14'	1,961.00'	0°38'49"	S 29°30'17" W	22.14'
C4	746.98'	2,996.00'	14°17'07"	S 21°50'01" W	745.05'
C5	98.26'	2,815.00'	2°00'00"	S 15°29'27" W	98.25'

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SCALE: 1"=1000'
SHEET 7 OF 7

DESCRIPTION OF A 43.328 ACRE TRACT OF LAND
HAYS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE PHILIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, THE MARCUS D. RAPER SURVEY NO. 37, ABSTRACT NO. 394, THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148 AND THE EDWARD W. BROWN SURVEY NO. 136, ABSTRACT NO. 44, SITUATED IN HAYS COUNTY, TEXAS; BEING A PORTION OF A 977.54 ACRE TRACT AS DESCRIBED IN GENERAL WARRANTY DEED CONVEYED TO ANARENE INVESTMENTS, LTD. AS RECORDED IN VOLUME 2639, PAGE 410 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 67.776 ACRE TRACT AS DESCRIBED IN SPECIAL WARRANTY DEEDS CONVEYED TO ANARENE INVESTMENTS, LTD. AS RECORDED IN VOLUME 3958, PAGE 629 AND VOLUME 3958, PAGE 699, BOTH OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING ALL OF THAT CALLED 2.304 ACRE TRACT AS DESCRIBED IN GENERAL WARRANTY DEED CONVEYED TO JOHN GRAHAM HILL AS RECORDED IN DOCUMENT NUMBER 05005107 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING ALL OF THAT CALLED 2.30 ACRE TRACT AS DESCRIBED IN GENERAL WARRANTY DEED CONVEYED TO MELINDA HILL PERRIN AS RECORDED IN DOCUMENT NUMBER 80027016 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING ALL OF THAT CALLED 1.31 ACRE TRACT AS DESCRIBED IN SPECIAL WARRANTY DEED CONVEYED TO JOHN GRAHAM HILL AND MELINDA HILL PERRIN AS RECORDED IN DOCUMENT NUMBER 16043631 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamp "BGE INC" set on the east right-of-way line of Ranch Road 12, (100' wide right-of-way), being the common most westerly corner of the above described Anarene Investments 977.54-acre tract and a called 21.126-acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 571, Page 307 of Real Property Records of Hays County, Texas, from which a 80-D nail found bears, S 80°14'54" E a distance of 0.54 feet, and from which a concrete monument found on east right-of-way line of said Ranch Road 12 bears, S 14°28'39" W a distance of 350.43 feet; Thence, leaving the east right-of-way line of Ranch Road 12 and crossing over and across said Anarene Investments 977.54-acre tract, N 48°15'26" E a distance of 3,883.45 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for the most southerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, N 62°25'51" W a distance of 365.40 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, along said curve to the right, an arc distance of 233.67 feet, having a radius of 485.00 feet, a central angle of 27°36'16" and a chord which bears N 48°37'43" W a distance of 231.41 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract and crossing over and across the above described Anarene Investments 67.776-acre tract, N 34°49'35" W a distance of 267.91 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for a point of curvature of a curve to the left;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract, along said curve to the left, an arc distance of 333.28 feet, having a radius of 1015.00 feet, a central angle of 18°48'48" and a chord which bears N 44°13'58" W a distance of 331.78 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at a point of reverse curvature;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract, along said curve to the right, an arc distance of 38.55 feet, having a radius of 25.00 feet, a central angle of 88°20'36" and a chord which bears N 09°28'04" W a distance of 34.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency, for the most westerly corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract, N 34°42'14" E a distance of 612.89 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract and crossing over and across said Anarene Investments 977.54-acre tract, along said curve to the right, an arc distance of 168.56 feet, having a radius of 465.00 feet, a central angle of 20°46'10"and a chord which bears N 45°05'19" E a distance of 167.64 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, N 55°28'23" E a distance of 1,126.40 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for the most northerly corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, S 13°35'57" E a distance of 353.90 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for an angle point;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, S 44°59'39" E a distance of 147.28 feet to a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at the most northerly northeast corner of said Anarene Investments 67.776-acre tract;

THENCE, with a east line of said Anarene Investments 67.776-acre tract and a west line of said Anarene Investments 977.54-acre tract, S 13°46'47" E a distance of 413.12 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for the most easterly corner of the herein described tract, from which a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at an angle point in the east line of said Anarene Investments 67.776-acre tract bears, S 13°46'47" E a distance of 192.95 feet;

THENCE, leaving the west line of said Anarene Investments 977.54-acre tract and crossing over and across said Anarene Investments 67.776-acre tract, S 88°54'34" W a distance of 262.83 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an interior corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract and crossing over and across said Anarene Investments 977.54-acre tract, S 02°39'33" E a distance of 903.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an exterior corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract and crossing over and across said Anarene Investments 67.776-acre tract, N 64°51'14" W a distance of 290.58 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an interior corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract and crossing over and across said Anarene Investments 977.54-acre tract, S 35°05'06" W a distance of 538.90 feet to the **POINT OF BEGINNING** and containing 43.328 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.

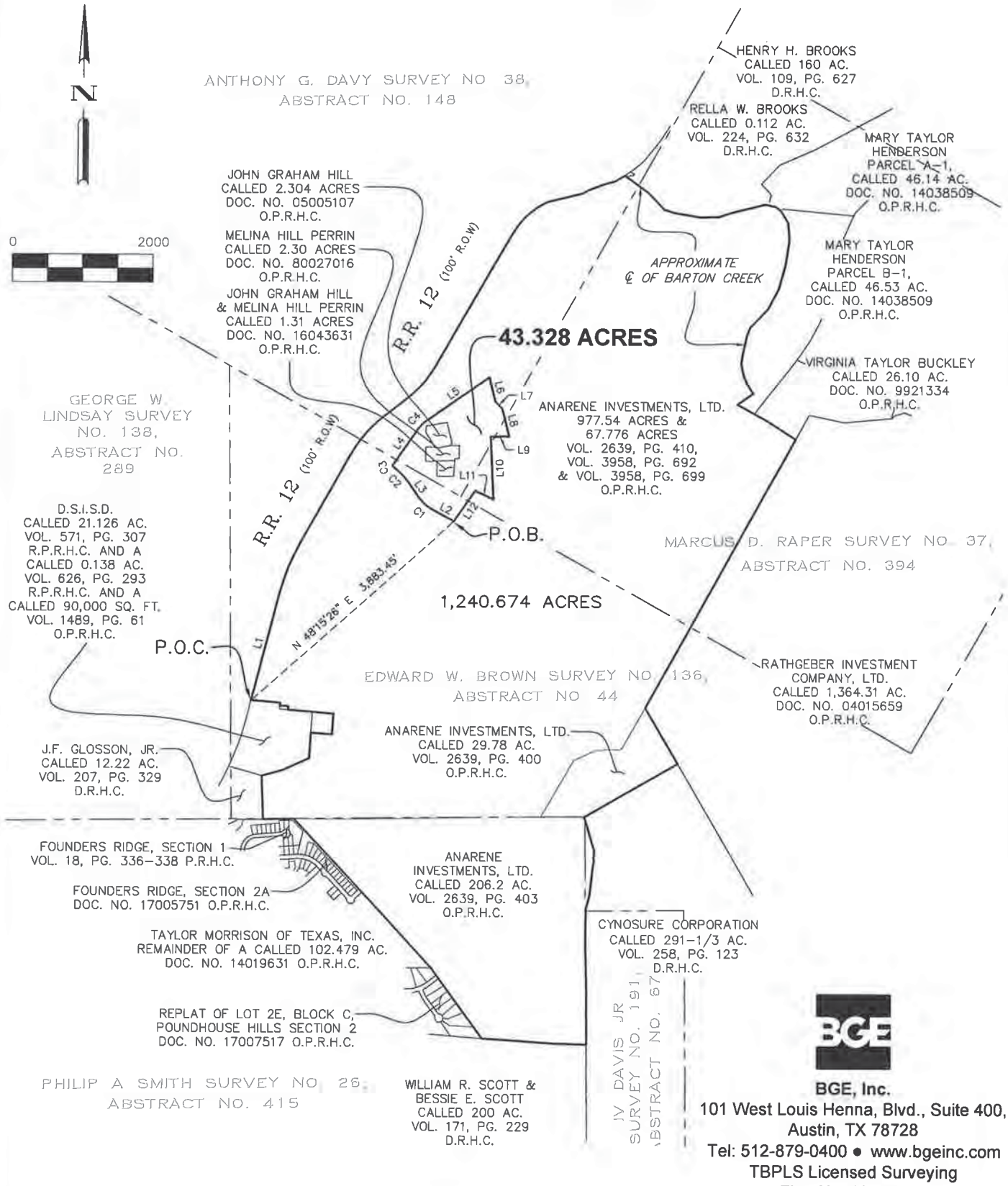
STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

8/30/2019
Date

Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Date: November 19, 2018
Revised: August 30, 2019
Project No.: 5955-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



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Firm No. 10106502

BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS SOUTH CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.9999320997.

LEGEND

D.R.H.C.	DEED RECORDS, HAYS COUNTY
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY
P.R.H.C.	PLAT RECORDS, HAYS COUNTY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

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SCALE: 1"=2000'

SHEET 4 OF 5

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 14°28'39" E	1,624.68'
L2	N 62°25'51" W	365.40'
L3	N 34°49'35" W	267.91'
L4	N 34°42'14" E	612.89'
L5	N 55°28'23" E	1,126.40'
L6	S 13°35'57" E	353.90'
L7	S 44°59'39" E	147.28'
L8	S 13°46'47" E	413.12'
L9	S 88°54'34" W	262.83'
L10	S 02°39'33" E	903.84'
L11	N 64°51'14" W	290.58'
L12	S 35°05'06" W	538.90'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	233.67'	485.00'	27°36'16"	N 48°37'43" W	231.41'
C2	333.28'	1,015.00'	18°48'48"	N 44°13'58" W	331.78'
C3	38.55'	25.00'	88°20'36"	N 09°28'04" W	34.84'
C4	168.56'	465.00'	20°46'10"	N 45°05'19" E	167.64'

BGE, Inc.
101 West Louis Henns Blvd., Suite 400,
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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying
Firm No. 10106502

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SCALE: 1"=2000'

SHEET 5 OF 5

EXHIBIT A-1
2.066 ACRE SITE

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 89,980 SQUARE FOOT (2.066 ACRES) TRACT OF LAND OUT OF THE EDWARD W. BROWN SURVEY NO. 136, ABSTRACT NO. 44, SITUATED IN HAYS COUNTY, TEXAS; BEING ALL OF THAT CALLED 90,000 SQUARE FOOT TRACT CONVEYED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT BY DEED OF GIFT RECORDED IN VOLUME 1489, PAGE 61 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod in concrete found on a southerly line of a called 223.556 acre tract as conveyed to Double L Development, LLC by special warranty deed recorded in Document Number 19035343 of the Official Public Records of Hays County, Texas, at the most easterly northeast corner of a called 21.126 acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 571, Page 307 of Real Property Records of Hays County, Texas, being the northwest corner of the above described D.S.I.S.D. 90,000-square foot tract, for the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found at the most easterly southeast corner of said D.S.I.S.D. 21.126-acre tract bears S 03°44'39" W a distance of 670.39 feet;

THENCE, with the southerly line of said Double L Development, LLC, 223.556-acre tract, and the north line of said D.S.I.S.D. 90,000-square foot tract, S 85° 02' 09" E for a distance of 300.00 feet to a 1/2-inch iron rod w/cap stamped “BGE INC” set at a southerly corner of said Double L Development, LLC, 223.556-acre tract, for the northeast corner of the herein described tract.

THENCE, leaving the southerly line of said Double L Development, LLC, 223.556-acre tract, with a westerly line of the remainder of a called 1,240.674 acre tract as conveyed to LL Ranch Investments, LP by special warranty deed recorded in Document Number 19035342 of the Official Public Records of Hays County, Texas, and the east line of said D.S.I.S.D. 90,000-square foot tract, S 03° 44' 39" W for a distance of 300.00 feet to a 1/2-inch iron rod w/cap stamped “BGE INC” set for the southeast corner of the herein described tract.

THENCE, with a northerly line of said LL Ranch Investments, LP 1,240.674-acre remainder tract, and the south line of said D.S.I.S.D. 90,000-square foot tract, N 85° 02' 09" W for a distance of 300.00 feet to a 1/2-inch iron rod w/cap stamped “BGE INC” set on the east line of said D.S.I.S.D. 21.126-acre tract for the southwest corner of the herein described tract.

THENCE, with east line of said D.S.I.S.D. 21.126-acre tract, and west line of said D.S.I.S.D. 90,000-square foot tract, N 03° 44' 39" E a distance of 300.00 feet to the **POINT OF BEGINNING** and containing 89,980 square feet (2.066 acres) of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.

05/06/2021

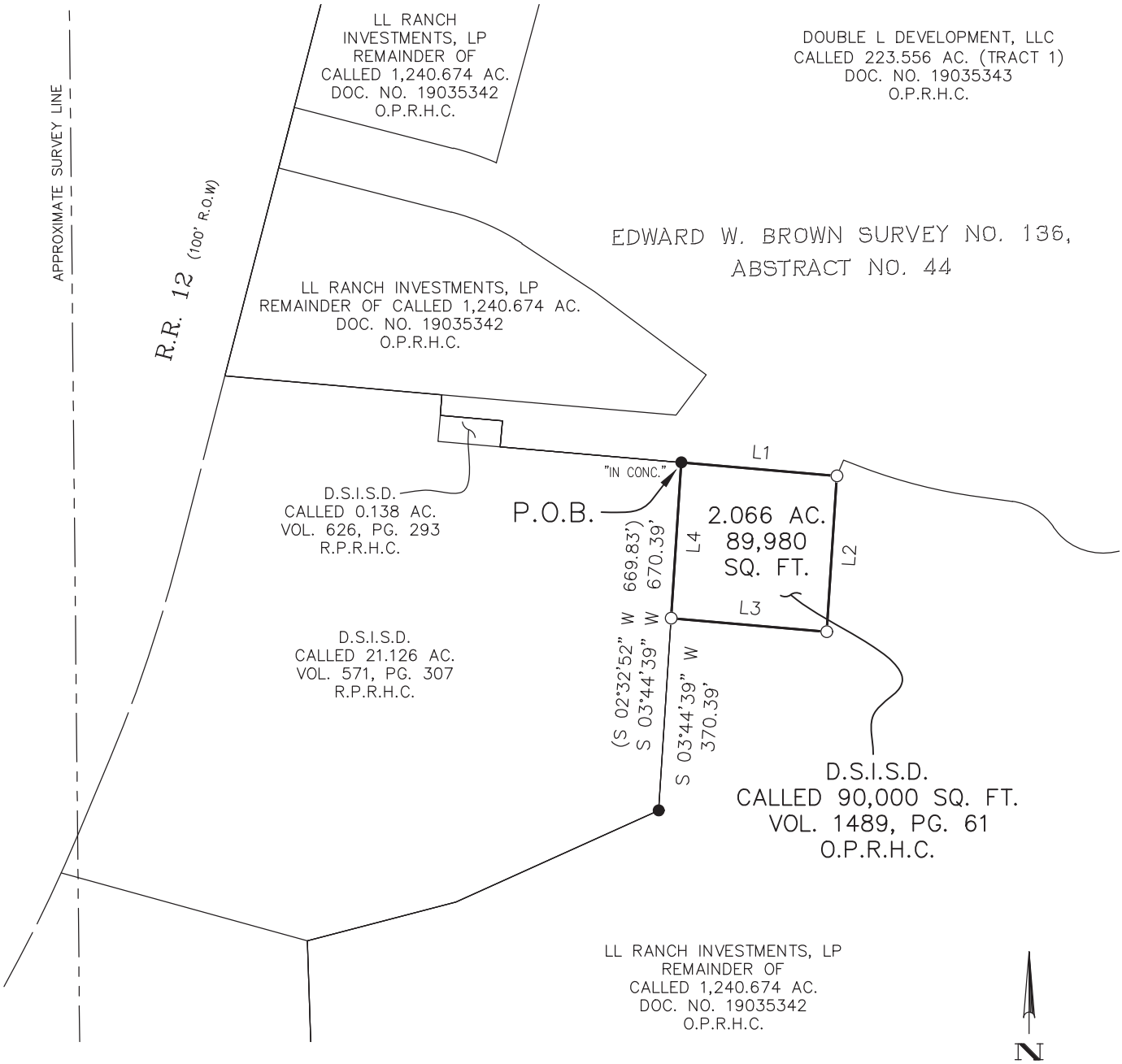
Jonathan O. Nobles RPLS No. 5777 Date

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

Date: May 6, 2021
Project No.: 7540-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

O.P.R.H.C.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY
R.P.R.H.C.	REAL PROPERTY RECORDS, HAYS COUNTY
P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION VOL. 571, PG. 307 & VOL. 1489, PG. 61
●	FOUND 1/2-INCH IRON ROD
○	SET 1/2-INCH IRON ROD W/CAP STAMPED "BGE INC"

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 85°02'09" E	300.00'
	(S 86°13'48" E)	(300.00')
L2	S 03°44'39" W	300.00'
	(S 02°32'52" W)	(300.00')
L3	N 85°02'09" W	300.00'
	(N 86°13'48" W)	(300.00')
L4	N 03°44'39" E	300.00'

BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS SOUTH CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.9999320997.

BGE, Inc.
7101 West Louis Henna Blvd., Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

Copyright 2021

SCALE: 1"300'

SHEET 3 OF 3

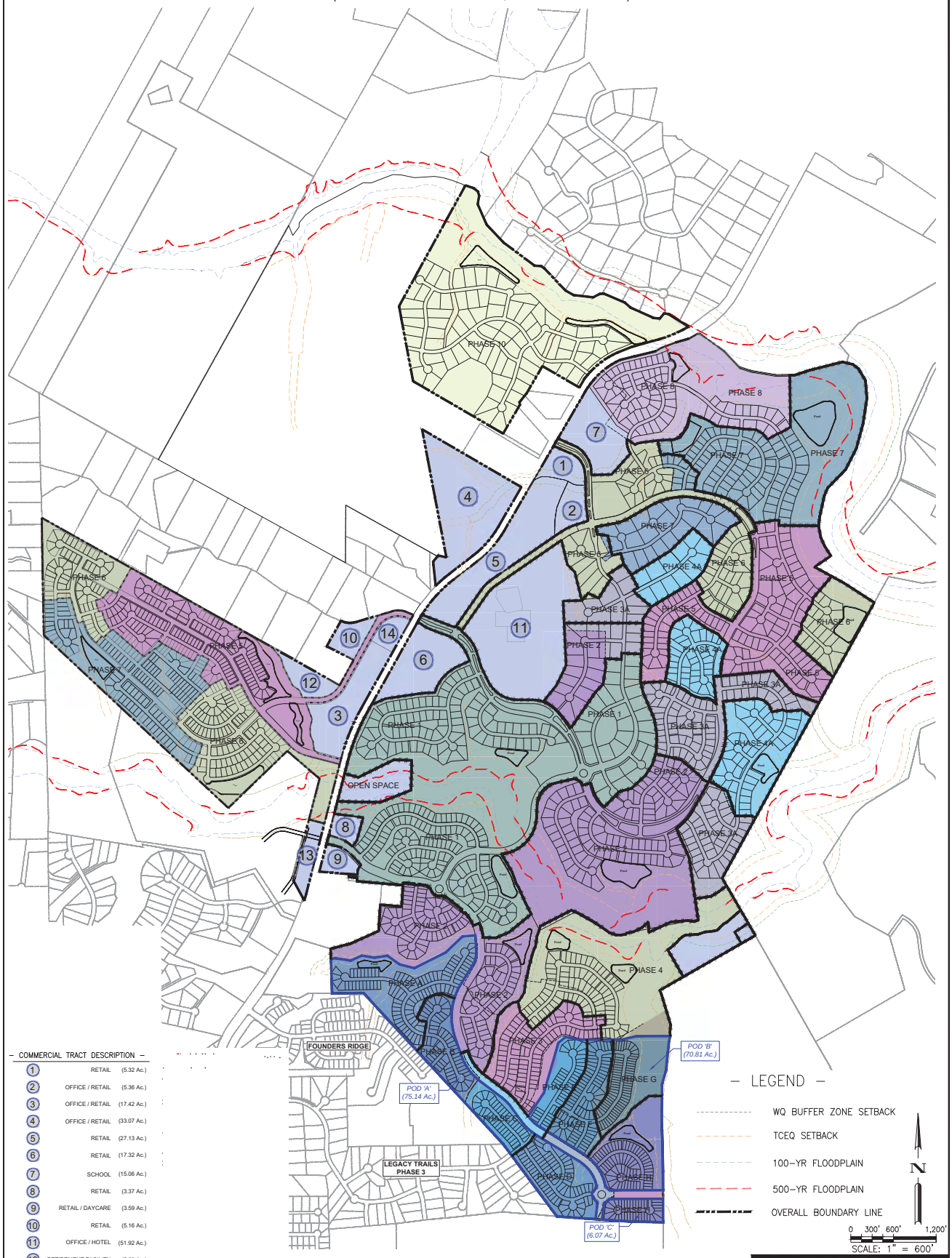
EXHIBIT B

Concept Plan

DOUBLE 'L'

PHASING PLAN

(A TREND DEVELOPMENT, INC. COMMUNITY)



– COMMERCIAL TRACT DESCRIPTION –

1	RETAIL	(5.32 Ac.)
2	OFFICE / RETAIL	(5.36 Ac.)
3	OFFICE / RETAIL	(17.42 Ac.)
4	OFFICE / RETAIL	(33.07 Ac.)
5	RETAIL	(27.13 Ac.)
6	RETAIL	(17.32 Ac.)
7	SCHOOL	(15.06 Ac.)
8	RETAIL	(3.37 Ac.)
9	RETAIL / DAYCARE	(3.59 Ac.)
10	RETAIL	(5.16 Ac.)
11	OFFICE / HOTEL	(51.92 Ac.)
12	RETIREMENT FACILITY	(5.83 Ac.)
13	RETAIL	(5.18 Ac.)
14	RETAIL	(3.75 Ac.)
	TOTAL	(199.48 Ac.)

NOTE:

CONCEPTUAL PLAN SUBJECT TO CHANGE.

BGE, Inc.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

EXHIBIT C

Phasing Plan

EXHIBIT C
Phasing Plan

Phase	Approximate Lot Count	Final Plat Submission
A	91	2022
B	51	25
C	34	2
D	66	No
E	39	50
F	76	25
G	67	18
H	97	2
1	244	200
2	231	50
3	197	25
4	160	80-100
5	238	11
6	238	110
7	245	175
8	73	250
9	(Commercial)	2022-2030
10	83	2032

EXHIBIT D

Roadway Design Standards and Variances

EXHIBIT D
Street Design & Construction Standards

Country Lane:

Standard	Double L Standard	Hays County Standard
Average Daily Traffic (ADT – one way trips*)	**Not more than 100**	Not more than 100
Design Speed (mph)	**25**	25
No. of Travel Lanes	**2**	2
Turn Lanes	**No**	No
Min. ROW Width (ft)	**50**	50
Building Setback (ft)	**25**	25
Width of Travelway (ft)	**28**	18
Width of Shoulders (ft)	**2**	2
Minimum Centerline Radius (ft)	**300 (200 to be reviewed and approved by County Engineer)**	200
Min. Tangent Length between Reverse or Compound Curves (ft)	**50**	50
Min. Radius for Edge of Pavement at Intersections (ft)	**25**	25
Intersection Street Angle Range (degrees)	**80-100**	80-100
Sustained Grade / Max. Grade (%):	**11**	11
Min. Street Centerline offset at Adjacent Intersections (ft)	**110**	110
Min. Stopping Sight Distance (ft)	**175**	175
Min. Intersection Sight Distance (Ft)	**250**	250
Ditch Foreslope Grade	**4:01**	4:01
Ditch Backslope Grade	**3:01**	3:01
Min. Cul-de-sac ROW/ Pavement Radius (ft)	**60/50**	70/45
Min. Lot Frontage (ft)	**30**	30
Min Drive Spacing (ft)	**50**	50

Local Roadway:

Standard	Double L Standard	Hays County Standard
Average Daily Traffic (ADT – one way trips*)	101-1000	101-1000
Design Speed (mph)	**25**	25
No. of Travel Lanes	**2**	2
Turn Lanes	**No**	No
Min. ROW Width (ft)	**50**	60
Building Setback (ft)	**25**	25
Width of Travelway (ft)	**30**	20
Width of Shoulders (ft)	**N/A**	4
Minimum Centerline Radius (ft)	**300 (200 to be reviewed and approved by County Engineer)**	200
Min. Tangent Length between Reverse or Compound Curves (ft)	**100 (50 to be reviewed and approved by County Engineer)**	100
Min. Radius for Edge of Pavement at Intersections (ft)	**25**	25
Intersection Street Angle Range (degrees)	**80-100**	80-100
Sustained Grade / Max. Grade (%):	**11**	11
Min. Street Centerline offset at Adjacent Intersections (ft)	**125**	125
Min. Stopping Sight Distance (ft)	**175**	175
Min. Intersection Sight Distance (Ft)	**250**	250
Ditch Foreslope Grade	**4:01**	4:01
Ditch Backslope Grade	**3:01**	3:01
Min. Cul-de-sac ROW/ Pavement Radius (ft)	**60/50**	70/45
Min. Lot Frontage (ft)	**50**	50
Min Drive Spacing (ft)	**50**	50

Minor Collector, 70 FT ROW:

Standard	Double L Standard	Hays County Standard
Average Daily Traffic (ADT – one way trips*)		1001-2500
Design Speed (mph)	**35**	35
No. of Travel Lanes	**2**	2
Turn Lanes	**No**	**
Min. ROW Width (ft)	**70**	60
Building Setback (ft)	**25**	25
Width of Travelway (ft)	**32**	22
Width of Shoulders (ft)	**N/A**	5
Minimum Centerline Radius (ft)	**375**	375
Min. Tangent Length between Reverse or Compound Curves (ft)	**150**	150
Min. Radius for Edge of Pavement at Intersections (ft)	**25**	25
Intersection Street Angle Range (degrees)	**80-100**	80-100
Max. Grade (%):	**10**	10
Min. Street Centerline offset at Adjacent Intersections (ft)	**125**	125
Min. Stopping Sight Distance (ft)	**250**	250
Min. Intersection Sight Distance (Ft)	**350**	350
Ditch Foreslope Grade	**5:01**	5:01
Ditch Backslope Grade	**4:01**	4:01
Min. Cul-de-sac ROW/ Pavement Radius (ft)	**60/50**	70/45
Min. Lot Frontage (ft)	**100**	100
Min Drive Spacing (ft)	**75**	75

Minor Arterial (Divided), 120 FT ROW:

Standard	Double L Standard	Hays County Standard
Average Daily Traffic (ADT – one way trips*)		1001-2500
Design Speed (mph)	**35**	35
No. of Travel Lanes	**4**	2
Turn Lanes	**No**	**
Min. ROW Width (ft)	**120**	100
Building Setback (ft)	**25**	25
Width of Travelway (ft)	**48**	22
Width of Shoulders (ft)	**N/A**	5
Minimum Centerline Radius (ft)	**375**	375
Min. Tangent Length between Reverse or Compound Curves (ft)	**150**	150
Min. Radius for Edge of Pavement at Intersections (ft)	**25**	25
Intersection Street Angle Range (degrees)	**80-100**	80-100
Max. Grade (%):	**10**	10
Min. Street Centerline offset at Adjacent Intersections (ft)	**125**	125
Min. Stopping Sight Distance (ft)	**250**	250
Min. Intersection Sight Distance (Ft)	**350**	350
Ditch Foreslope Grade	**5:01**	5:01
Ditch Backslope Grade	**4:01**	4:01
Min. Cul-de-sac ROW/ Pavement Radius (ft)	**60/50**	70/45
Min. Lot Frontage (ft)	**100**	100
Min Drive Spacing (ft)	**75**	75

EXHIBIT E

RIGH OF ENTRY LICENSE AGREEMENT

HAYS COUNTY
LICENSE AGREEMENT

HAYS COUNTY, a political subdivision of the State of Texas ("COUNTY"), and _____ ("Licensee"), enter into this License Agreement ("Agreement") on this the ____day of _____, 2021, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

The COUNTY grants to Licensee and its successors permission to use the licensed property for the following purposes only:

> Installation, construction and maintenance of signage, landscaping, irrigation, lighting, security guard booth, sidewalks, and trails, as well as any reasonably related facilities (collectively, the "Improvements").

The above—described property, hereinafter referred to as the "licensed property," is further described in **Exhibit "A**" attached to this Agreement and incorporated by reference for all purposes.

The COUNTY makes this grant solely to the extent of its right, title, and interest in the licensed property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction and maintenance is performed unless modified by that certain Double L Ranch Subdivision and Phasing Agreement dated _____.

II. ANNUAL FEE

The COUNTY, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee.

III. COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the licensed property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the COUNTY to widen, alter or improve the licensed property subject to this Agreement pursuant to official action by the governing body of the COUNTY or its successors.

The COUNTY does, however, agree to give Licensee at least ninety (90) days' written notice of such action and shall cooperate with Licensee to effect the relocation of Licensee's Improvements, if necessary, in the event of such widening, altering or improvement of such licensed property and, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of such licensed property so that Licensee's operations and Improvements on the licensed property will not be materially affected thereby.

Notwithstanding any provision in this Agreement to the contrary, the COUNTY retains the right to enter upon the licensed property, at any time and without notice, assuming no obligation to Licensee, to remove any of the improvements whenever such removal is deemed necessary for: (a) exercising the COUNTY'S rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) protecting the public health or safety with

respect to the licensed property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the COUNTY and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/l00 Dollars ($500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, and employees relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the COUNTY on or before the date Licensee begins construction of Licensee's Improvements contemplated in this Agreement.

So long as Licensee is using the licensed property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to or relocation of existing facilities. Further, Licensee shall reimburse the COUNTY for the actual cost of replacing or repairing any property of the COUNTY which is damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall cause the licensed property to be maintained by keeping

the area free of debris and litter. Removal of dead or dying plants to be handled at no expense to the COUNTY, as required by the COUNTY; such removal shall be completed within ninety (90) days following receipt of a written request by the COUNTY to do so.

C. Removal or Modification. Licensee agrees that removal or modification of any Improvements now existing or to be later replaced shall be at Licensee's expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the COUNTY shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have ninety (90) days from the date of receipt of such notice to act to remedy the failure complained of and, if Licensee does not satisfactorily remedy the same within the 90-day period, the COUNTY may perform the work or contract for the completion of the work. Licensee agrees to pay, within ninety (90) days of written demand by the COUNTY, actual costs and expenses incurred by the COUNTY in completing the work.

VI. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement shall begin with the date set forth in the introductory paragraph of this Agreement and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following ninety (90) days' written notice to the Licensee if such abandonment has not been remedied by Licensee within such period; the COUNTY shall thereafter have the same complete title to the licensed property so abandoned as though this

Agreement had never been made and shall have the right to enter on the licensed property so abandoned and terminate the rights of Licensee, its successors and assigns hereunder with respect to the abandoned licensed property. All installations of Licensee on licensed property abandoned by Licensee and not removed prior to the COUNTY's termination of this Agreement shall be deemed property of the COUNTY as of the effective date of the termination.

VII. TERMINATION

A. Termination By Licensee. This Agreement may be terminated by Licensee as to all or any portion of the licensed property by delivering written notice of termination to the COUNTY not later than ninety (90) days before the effective date of termination. If Licensee so terminates, then it may, within the 90-day notice period, remove from the portion of the licensed property as to which this Agreement is being terminated, Improvements that it made. Any Improvements on the licensed property as to which this Agreement is being terminated that are not removed within said period are agreed to be the property of the COUNTY.

B. Termination By County. This Agreement may be revoked in whole or in part, at any time by resolution of the Hays County Commissioners Court if such revocation is reasonably required by the public interest (as hereinafter set forth), after providing ninety (90) days' written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the COUNTY and deemed to be in the public interest if:

1. the Improvements, or a portion of them, interfere with the COUNTY'S right-of-way;
2. use of the licensed property becomes necessary for a public purpose;
3. the Improvements, or a portion of them, constitute a danger to the public which

the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;

4. despite ninety (90) days' written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

If Licensee abandons or fails to maintain the licensed property, and the COUNTY receives no substantive response within ninety (90) days following written notification to Licensee, then the COUNTY may remove and/or replace the Improvements.

VII APPLICATION OF LAW

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

IX. VENUE AND WAIVER

Venue for all lawsuits concerning this Agreement will be in Hays County, Texas. To the extent allowed by Texas law, the COUNTY waives its immunity to suit and liability for enforcement of this Agreement.

X. COVENANT RUNNING WITH LAND: WAIVER OF DEFAULT

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

XI. ASSIGNMENT

Licensee shall not assign, sublet or transfer its interest in this Agreement, except to a developer, subsequent purchaser, homeowner's association, or a governmental entity, without the written consent of the COUNTY, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the COUNTY a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

XIII. NOTICES

All notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands and requests hereunder shall be addressed:

To Licensee At:

ADD LICENSEE NOTICE INFORMATION

And to COUNTY at:

_____

_____

With copies to:

ADD ANY ENTITY THAT NEEDS TO BE COPIED

or to such other addresses which either party may so designate by sending notice as aforesaid.

TERMS AND CONDITIONS ACCEPTED, this the _____ day of _____, 202_.

APPROVED AS TO FORM:

HAYS COUNTY

_____	By:_____
County Attorney	Name:_____
	Title:_____

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on this the _____ day of _____, 202_, by _____, as _____, _____ of **HAYS COUNTY**, a political subdivision of the state of Texas on behalf of said political subdivision.

_____
NOTARY PUBLIC, State of Texas

LICENSEE:

ADD NAME OF LICENSEE

_____

By:_____

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on this the _____ day of _____, 20___, by _____, _____, on behalf of Licensee.

_____
NOTARY PUBLIC, State of Texas

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Memorandum of Understanding between Hays County and the City of San Marcos related to a funding application to the Texas Water Development Board for drainage improvements in the Briarwood/River Ridge area.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 15, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The City of San Marcos is applying for approximately $2.3 million in funding from the TWDB to make drainage improvements to the Briarwood/River Ridge area, partially in the City of San Marcos and partially in Hays County. The City of San Marcos (City) has experienced severe flooding with the more recent events occurring during May and October 2015 and April 2017. These flooding events have resulted in damage of property and safety concerns for its citizens. In addition to flooding, challenges the City faces include population growth, water quality (drinking water, endangered species, and regulatory compliance) and sustainability.

Briarwood and River Ridge (project area) are located in the northeastern part of the city of San Marcos, Texas, off of the southbound IH35 Frontage Road north of Aquarena Springs Drive. There are 15 single family homes located in the subdivision with 3 commercial buildings adjacent to the north of the Briarwood Court. Due to a lack of drainage infrastructure, there are not many existing inlets in the area. There is an existing grate inlet at the outfall of the Aspen Heights detention ponds, a development just south of Briarwood Court. Most of the flooding along Briarwood occurs from overflow of the Aspen Heights stormwater system. Flooding of the north of Briarwood is due to overflowing of the channel by Grande Communications. This overflowing occurs due to lack of channel definition between the railroad culvert outfall and the defined channel south of Grande. Throughout its history, homes and properties within and adjacent to the subdivision have experienced flooding. Based on City of San Marcos (City) records, eighteen property owners within the study area have expressed complaints to the city related to flooding of streets, homes or property. This is one of many areas within the City having a history of flooding.

As part of the City's on-going efforts to address existing flooding issues within the City, the City authorized Brown and Gay Engineering to conduct preliminary engineering for the Briarwood area. Results from the preliminary engineering included an analysis of existing flooding problems, developed flood risk reduction alternatives (three) and summarized findings and recommendations in a Preliminary Engineering Report (PER). The PER utilized existing geospatial data including LiDAR, contours, aerial imagery and digital data from the City files (zoning, building footprints, utilities, record drawings, etc.). A hydrologic and hydraulic analyses were conducted reflecting the 25 and 100-year storm events utilizing 2-D hydraulic modeling (ICM). Results included the development of existing flooding inundation maps for the 25 and 100-year storm events (see attachment 8). Three alternatives were developed for improving the drainage infrastructure on Briarwood Court, with Alternative A focused on

increasing the inlet and pipe outfall conveyance capacity from Aspen Heights. No drainage infrastructure is proposed along Briarwood Court for this alternative. In addition to increasing the inlet capacity and conveyance from Aspen Heights, Alternative B calls for new curb and gutter with inlets and storm sewer along Briarwood Court. The last Alternative, Alterative C calls for deepening the channel north of Briarwood Court adjacent to the Grande Communications property. All three alternative recommend purchasing the empty lot located southeast of the Briarwood subdivision and converting it to a detention pond. The estimated construction cost for Alterative A, B and C was approximately $1.3 million, $2 million and $0.7 million respectively. The recommendations also considered hydraulic impacts, cost, utility conflicts, environmental constraints and availability of ROW and/or easements.

For this application the City is requesting funding assistance to prepare design and construction documents and then construct a combination of Alternative A and C. This would include increasing the inlet and pipe outfall conveyance capacity from the Aspen Heights development, deepening the channel north of Briarwood Court and purchasing the empty lot to the southeast of the subdivision, converting it to a detention pond. Assuming funds for the project are closed on this fall, project completion is anticipated within 18 months.

TEXAS WATER CODE SECTION 15.005 MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between the **CITY** of **SAN MARCOS** (the "**CITY**") and **HAYS COUNTY** (the "**COUNTY**").

WHEREAS, pursuant to Texas Water Code § 15.005 and 31 Texas Administrative Code § 363.408, if the Executive Administrator determines that an application has flood control as one of its purposes and that the watershed in which the project is located is partially located outside the political subdivision making the application, the applicant must submit a written memorandum of understanding relating to the management of the watershed in which the project is to be located, signed by all governing bodies of eligible political subdivisions located in the project watershed; and

WHEREAS, the **CITY** has filed an application with the Texas Water Development Board for funding a project that has flood control as one of its purposes; and

WHEREAS, the **CITY** has determined that the watershed in which the project is located is partially located within the jurisdiction of the **COUNTY**; and

NOW THEREFORE, in consideration of the benefits to the **BLANCO WATERSHED** and the State of Texas, the **CITY** and the **COUNTY** agree to the following:

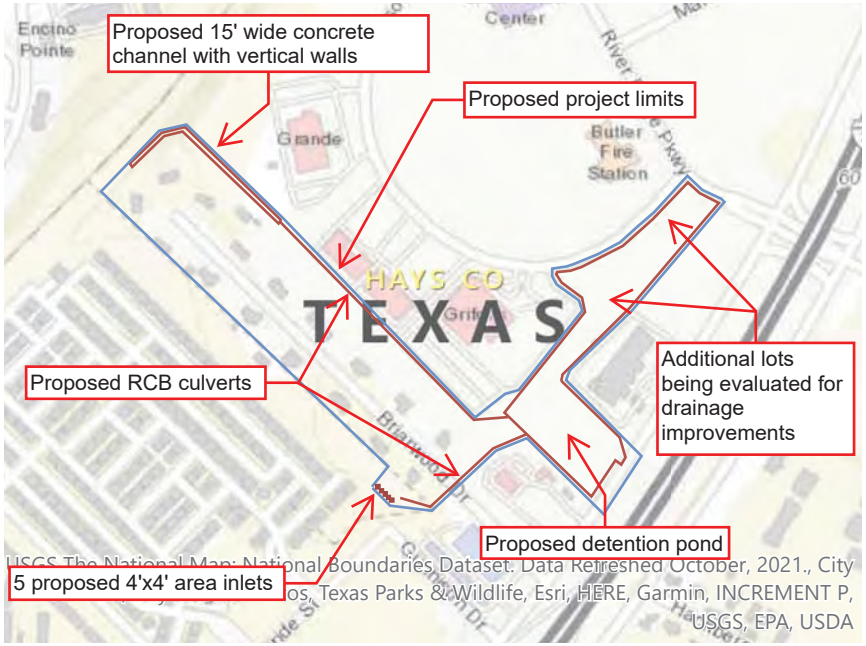
1. The **CITY** will provide **MONTHLY** progress updates to the **COUNTY** as the project develops and changes.
2. The **CITY** will notify the **COUNTY** of any potential change in impacts to the **COUNTY** within the **MONTH** of the identified change.
3. The **COUNTY** will provide constructive input to the **CITY** as the project develops and changes.
4. The **CITY** and the **COUNTY** will work cooperatively for the management of the **BLANCO WATERSHED**.

City Manager

City of San Marcos

The Honorable Ruben Becerra

Hays CountyJudge


Proposed 15' wide concrete channel with vertical walls
Proposed project limits
Proposed RCB culverts
Additional lots being evaluated for drainage improvements
Proposed detention pond
5 proposed 4'x4' area inlets
Encino Pointe
Center
Grande
Butler Fire Station
HAYS CO
TEXAS
USGS The National Map: National Boundaries Dataset. Data Refreshed October, 2021., City os, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Proposal between Hays County and Axon Enterprise, Inc. related to the Law Enforcement In-Car Camera System and Body Worn Camera-Taser Program for the Sheriff Office.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 15, 2022	$13,297

LINE ITEM NUMBER

001-618-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff	INGALSBE	N/A

SUMMARY

The Hays County Sheriff's Office is ordering replacment equipment for the Animal Control Officer that has reached its expiration date and was approved in the FY 2022 Budget.

Attachment: Axon Proposals
$13,297 (43 months)

BuyBoard Contract #648-21

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-344802-44582.786DT

Issued: 01/21/2022

Quote Expiration:

Estimated Contract Start Date: 02/15/2022

Account Number: 112056

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
712 S Stagecoach Trail Ste 1071 712 S Stagecoach Trail Ste 1071 San Marcos, TX 78666-5999 USA	Hays County Sheriff's Office- TX 1307 Uhland Rd San Marcos, TX 78666-8217 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	Phone: 512-393-7890 Email: yvette.faulkner@co.hays.tx.us Fax:

Quote Summary

Program Length	43 Months
TOTAL COST	$13,297.00
ESTIMATED TOTAL W/ TAX	$13,297.00

Discount Summary

Average Savings Per Year	$61.40
TOTAL SAVINGS	$220.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2022	$3,427.84	$0.00	$3,427.84
Aug 2022	$3,289.72	$0.00	$3,289.72
Aug 2023	$3,289.72	$0.00	$3,289.72
Aug 2024	$3,289.72	$0.00	$3,289.72
Total	$13,297.00	$0.00	$13,297.00

Quote Unbundled Price:	$13,516.73
Quote List Price:	$13,297.00
Quote Subtotal:	$13,297.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73122	AXON 2-CAMERA FLEET SOLUTION TRUE UP FEE	1	60		$93.00	$93.00	$5,580.00	$0.00	$5,580.00
Fleet2-TAP	Fleet 2 Without TAP	1	43	$104.11	$99.00	$99.00	$4,257.00	$0.00	$4,257.00
A la Carte Hardware									
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	1			$249.00	$249.00	$249.00	$0.00	$249.00
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	1			$1,509.00	$1,509.00	$1,509.00	$0.00	$1,509.00
74110	FLEET ETHERNET CABLE, CAT6, 25 FT	1			$25.00	$25.00	$25.00	$0.00	$25.00
A la Carte Software									
ProLicense	Pro License Bundle	1	43		$39.00	$39.00	$1,677.00	$0.00	$1,677.00
Total							$13,297.00	$0.00	$13,297.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	1	01/15/2022
A la Carte	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	1	01/15/2022
A la Carte	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	1	01/15/2022

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 2 Without TAP	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	2	02/15/2022	09/14/2025
Fleet 2 Without TAP	87050	FLEET VIEW XL LICENSE	1	02/15/2022	09/14/2025
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	02/15/2022	09/14/2025
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	1	02/15/2022	09/14/2025

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 2 Without TAP	80397	EXT WARRANTY, FLEET 2 KIT	1	01/15/2023	09/14/2025

Payment Details

Jan 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Payment Plan	73122	AXON 2-CAMERA FLEET SOLUTION TRUE UP FEE	1	$797.14	$0.00	$797.14
Invoice Upon Fulfillment	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	1	$1,509.00	$0.00	$1,509.00
Invoice Upon Fulfillment	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	1	$249.00	$0.00	$249.00
Invoice Upon Fulfillment	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	1	$25.00	$0.00	$25.00
Invoice Upon Fulfillment	Fleet2-TAP	Fleet 2 Without TAP	1	$608.13	$0.00	$608.13
Invoice Upon Fulfillment	ProLicense	Pro License Bundle	1	$239.57	$0.00	$239.57
Total				$3,427.84	$0.00	$3,427.84

Aug 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Payment Plan	73122	AXON 2-CAMERA FLEET SOLUTION TRUE UP FEE	1	$1,594.29	$0.00	$1,594.29
Invoice Upon Fulfillment	Fleet2-TAP	Fleet 2 Without TAP	1	$1,216.29	$0.00	$1,216.29
Invoice Upon Fulfillment	ProLicense	Pro License Bundle	1	$479.14	$0.00	$479.14
Total				$3,289.72	$0.00	$3,289.72

Aug 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Payment Plan	73122	AXON 2-CAMERA FLEET SOLUTION TRUE UP FEE	1	$1,594.29	$0.00	$1,594.29
Invoice Upon Fulfillment	Fleet2-TAP	Fleet 2 Without TAP	1	$1,216.29	$0.00	$1,216.29
Invoice Upon Fulfillment	ProLicense	Pro License Bundle	1	$479.14	$0.00	$479.14
Total				$3,289.72	$0.00	$3,289.72

Aug 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Payment Plan	73122	AXON 2-CAMERA FLEET SOLUTION TRUE UP FEE	1	$1,594.29	$0.00	$1,594.29
Invoice Upon Fulfillment	Fleet2-TAP	Fleet 2 Without TAP	1	$1,216.29	$0.00	$1,216.29
Invoice Upon Fulfillment	ProLicense	Pro License Bundle	1	$479.14	$0.00	$479.14
Total				$3,289.72	$0.00	$3,289.72

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/21/2022

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to pre-qualify the respondents related to RFQ 2021-Q01 Professional Engineering Services to further develop a pool of qualified firms to utilize on an as needed basis for projects throughout Hays County, and to be reviewed/reopened on an annual basis.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 15, 2022	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
	SHELL	N/A

SUMMARY

On January 5, 2021, the Commissioners Court approved specifications and authorized Purchasing to solicit for Professional Engineering Services to maintain and further develop the Professional Engineering Services pool.

The Purchasing Department received responses from 101 Engineering Firms. During the Evaluation Committees review, it was deemed that one firms did not submit the required documents to be considered responsive. It is the evaluation committee's recommendation to award to all 100 responsive firms and add them to the existing list of pre-qualified vendors (established with RFQ 2016-P02, RFQ 2016-P13 and RFQ 2018-P08).

Once a project is identified, and a firm has been selected from the pool, a contract will be brought back to court to approve and finalize.

Attachment:
RFQ 2021-Q01 Awarded Pool Listing

RFQ 2021-Q01 Professsional Engineering Services
Awarded Pool

Firms		
AECOM	Fugro USA Land, Inc.	Modjeski and Masters
Aeparmia Engineering, PLLC	Garver LLC	MRB Group
AG3 Group, LLC.	Garza EMC	Murfee Engineering
Aguirre & Fields LP	GE Reaves Engineering	MWM DesignGroup
Alliance Transportation Group	Geoscience Engineering & Testing, Inc.	O'Brien Engineering Services
American Structurepoint, inc.	Glumac	Othon Inc.
Amtech Solutions, Inc.	Gonzalez-De La Garza & Associates	P.E. Structural Consultants, Inc.
Arias and Associates, Inc.	Grubb Engineering, Inc.	Pape-Dawson Engineers, Inc.
ASD Consultants, Inc.	HALFF Associates Inc.	PGAL, Inc.
Atkins North America, Inc.	Hanson Professional Services, Inc.	Poznecki-Camarillo, Inc.
Baer Engineering	HDR Engineering, Inc.	Q Ipsum, LLC
Bain Medina Bain, Inc.	HEJL Lee & Associates, Inc.	Raba Kistner Inc.
BCC Engineering, LLC.	Hendrix Consulting Engineers, P.C. (HCE)	Rakowitz Engineering, LLC.
BEC-LIN Engineers	Heneco Engineerig and Consulting	RHS
BGE, Inc.	HMG & Associates, Inc.	Rock Engineering
Binkley and Barfield, Inc.	HMT Engineering & Surveying	Rogers Design Services
Bowman Consulting Group, Ltd.	HNTB	RPS Infrastructure, Inc.
Braun Intertec	HR Gray	RS&H
Bridgefarmer and Associates, Inc.	Huitt-Zollars, Inc.	S&B Infrastructure
Brown & Gay Eng.	HVJ Associates	S2 Construction Engineering
Burgess and Niple, Inc.	IDCUS, Inc.	SAM, LLC.
Byrn & Associates	INTERA Incorporated	SAMES, Inc.
Carlson Brigance & Doering	Intertek PSI	Scheibe Consulting, LLC.
Civil and Environmental Consultants, Inc.	ISRO Engineering Services PLLC	Seiler Lankes Group
Civil Corp	Johnson, Mirmiran & Thompson, Inc.	Slay Engineering Associates, Inc.
Civil Design Services, Inc. dba CDS Muery	Jones Carter	Stanley Consultants
CL Gann, LLC.	K Friese + Associates	Structural Engineering Associates, Inc.
CMA Engineering	Kasberg Partick & Associates	Sunland Group
Cobb, Fendley and Associates, Inc.	KFW Surveying LLC	Terracon Consultants
CONSOR Engineers, LLC.	Kimley-Horn and Associates, Inc.	Terradyne Engineering, Inc.
Costello, Inc.	Kleinfelder, Inc.	Texas Engineering Solutions, LLC
CP&Y, Inc.	KSA Engineers, Inc.	Texas Transportation Solutions
Cunningham - Allen, Inc.	Lackey de Carvajal	Texas Utility Engineering
Dannebaum Engineering Company, LLC.	Lakes Engineering, Inc.	Tri Tech
DeShazo Group, Inc.	LCCx, LLC.	Tsen Engineering
DKS Associates	LJA Engineering, Inc.	UC Synergetic
Doucet & Associates, Inc.	LNV, LLC.	Ulteig Engineers, Inc.
EEA Consulting Engineers	Lockwood, Andrews & Newman, Inc.	Unitech Consulting Engineers, Inc.
Encotech Engineering Consultants, Inc.	Lowe Engineers	Urban Design Group PC
Energy Systems Design, Inc.	M & S Engineering, LLC.	Vickery and Associates Inc.
Environeer Engineering Consulting	Maestas & Associates, LLC.	Volkert, Inc.
Flores Geotechnical LLC	Malone Wheeler, Inc.	Walker Consultants
Ford Engineering, Inc.	Mendez Engineering	Walter P Moore
Foresite Group, LLC.	MEP Engineering, Inc.	Weston
Frank Surveying Co. Inc. dba FSC Inc.	Michael Baker	Westward Environmental Inc.
Freeland Turk Engineering Group	Miller Gray	WSB
Freese and Nichols, Inc.	MLA Geotechnical	

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to execute a Participation Agreement between Hays County and Choice Partners Cooperative related to participating in Food/Cafeteria Related Contracts with Choice Partners Cooperative for the 2022-2023 school year.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 15, 2022	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

On February 28, 2017, the Hays County Commissioners Court approved an Interlocal Agreement with the Harris County Department of Education to become a member with Choice Partner Cooperative. Each year Hays County must sign a Participating Agreement in order to utilize the Food/Cafeteria contracts procured by Choice Partners. The Jail and Juvenile Detention Center both utilize Food/Cafeteria contracts procured through Choice Partners.

Attachment: 2022-2023 Participation Agreement

Choice Partners Cooperative
2022-2023 PARTICIPATION AGREEMENT

Hays County _____ *(School District Name/Entity)*, commits to participating in the below selected Food/Cafeteria Related Contracts with Choice Partners Cooperative for the **2022-2023 school year**.

1. Choice Partners (CP) is a cooperative purchasing organization under Harris County Department of Education (HCDE), a governmental entity and county school district.
2. Choice Partners (CP) formally procures these RFPs on behalf of all participating Co-op members.
3. CP contracts may only be used by governmental entities and/or nonprofit organizations that are CP members.
4. CP may allow for the addition of new members depending upon if this addition would cause a material change (as the term is defined by TDA/USDA rules and regulations) to the original contract.
5. CP contracts are awarded by the HCDE (Harris County Dept of Ed) governing board of trustees.
6. All Procurement has been and will be conducted according to EDGAR/2 CFR 200/Uniform Guidance, TDA and USDA regulations.
7. All Co-op members have access to our website (www.choicepartners.org). The CP website contains all documentation demonstrating CP's compliance with applicable laws, rules, and regulations, including, but not limited to, pricing/order guides, child nutrition labels, and due diligence files for Procurement Reviews and/or Annual Reviews (which include copies of the RFP, vendors' proposals, CP's independent estimate and cost price analysis, EDGAR certifications, etc.) administered by TDA.
8. Finalized documents are posted to the CP website and are available to members upon login.
9. There is no charge to members to join CP and no charge to use CP contracts.
10. The total cost of the HCDE/CP cooperative program is funded through the HCDE/CP Administrative Fees paid to HCDE/CP by awarded Vendors.
11. Each CP member is required to complete this **Participation Agreement** if they wish to purchase from any of these bids during the agreement timeline.

By committing to participate with Choice Partners Co-op, I understand and agree to the following:
(please acknowledge by checking each box)

- ☑ My school/district/entity must have a signed Interlocal Agreement with HCDE/Choice Partners Cooperative.
- ☑ My school/district/entities historical purchases and estimated quantities for the upcoming year will be used in CP's procurement and contract renewal process and the exit from this contract before the committed agreement time period (12 months) could result in a "material change" of the original bid.
- ☑ I am authorized to enter into this agreement on behalf of the above-listed school/district/entity.
- ☑ I have also read, understand, and agree to the roles and responsibilities detailed below:

Choice Partners Cooperative's Roles and Responsibilities:

- Provide for the organizational and administrative structure of the cooperative purchasing program.
- Provide training and ongoing technical assistance as needed for all CP members.
- Receive quantity estimates from CP members & current awarded vendors and prepare appropriate quantity totals by items.
- Conduct competitive procurement and administer contracts, including renewals, and implement procurement activities in compliance with applicable state and federal procurement guidelines.
- Send RFP invitations to all vendors and/or brokers, when applicable.
- Negotiate pricing and award contracts to responsive vendors.
- Maintain CP website with up-to-date information.
- Host an annual nutrition and product expo for members and select students to attend.
- Undertake applicable roles and responsibilities imposed on cooperatives as outlined by TDA.

School/District/Other Entity roles and responsibilities:

- Ensure they have a signed, valid Interlocal Agreement/Participation Agreement on file with HCDE/CP.

- Timely provide CP with forecasting for all CP purchases desired for SY22-23, as requested by assessing the following factors: past purchases, current prices and trends, student enrollment (current and projected), student average participation (current and projected), future campus realignment including new schools, available and future product storage, velocity reports, planned changes specific to products, and established schedule of purchasing.
- Maintain confidentiality of information discussed at bid evaluation/procurement meetings.
- Manage the contract(s) by ensuring that the awarded vendors perform in accordance with the terms and conditions, and specifications and/or technical requirements of their contracts and/or purchase orders.
- Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
- Communicate regularly with CP staff to submit requests, report discrepancies, and respond to all related email correspondences in a reasonable timeframe.
- Utilize purchased product in a timely manner; give plenty of notice to vendors when menu changes have been made.
- Submit the appropriate documentation to CP for approval when new items are being requested to be added to a particular bid.
- Pay vendor(s) within an acceptable time frame for all goods and services, in accordance with applicable law.

****PLEASE SELECT FROM THE FOLLOWING OPTIONS WHICH CONTRACTS YOU PLAN ON UTILIZING FOR THE UPCOMING SCHOOL YEAR:**

RFP	CURRENT AWARDED VENDORS	PLEASE CHECK WHICH CP CONTRACTS YOU WILL BE UTILIZING FOR SY 22-23?
BREAD PRODUCTS 21/037LS	KURZ & CO.	
BOTTLED DRINKING WATER, COOLERS, & OTHER BEVERAGE RELATED PRODUCTS 21/0365TP	AVALON H2O	
	DS SERVICES (SPARKLETTS)	
	NESTLE WATERS	
	THE MASTERS DISTRIBUTION SYSTEMS	
DAIRY & OTHER RELATED PRODUCTS 21/036TP	BORDEN DAIRY	✓

Choice Partners Cooperative
2022-2023 PARTICIPATION AGREEMENT

EMERGENCY FEEDING (Direct Ship Bid) 20/048TP	ALBIE'S FOODS	
	ALPHA FOODS CO.	
	ASIAN FOOD SOLUTIONS	
	CEBEV LLC/JUICE BOWL	
	CONAGRA FOODS	
	FAT CAT BAKERY	
	GORDON FOOD SERVICE	
	HADLEY FARMS BAKERY	
	HEART OF TEXAS BISCUITS	
	INTEGRATED FOOD SERVICE	
	JTM FOOD GROUP	
	LABATT FOOD SERVICE	✓
	MCI FOODS/LOS CABOS	
	OUT OF THE SHELL (YANGS 5TH TASTE)	
	REVOLUTION FOODS	
	SA PIAZZA AND ASSOC.	
	SCHREIBER FOODS INTERNATIONAL	
	SCHWAN'S FOOD SERVICE	
	SOLOFRESCO BRANDS	
	TASTY BRANDS	
	THE FATHERS TABLE	
	TYSON PREPARED FOODS	
FROZEN & CHILLED BEVERAGES ***20/040TP***	BAR FRESH	
	SMART BEVERAGE DBA THIRSTY COCONUT	
	TRIDENT BEVERAGE	

Choice Partners Cooperative
2022-2023 PARTICIPATION AGREEMENT

COMMERCIAL FOOD DISTRIBUTOR ****New RFP will be issued**	TBD	
TECHNOLOGY & OTHER RELATED SERVICES AND PRODUCTS **19/001TJ** ****Contract expires 11.17.22/ will rebid this summer**	AUTOMATED FINANCIAL	
	DESCON SIGNAGE SOLUTIONS	
	EMS LINQ (Meals Plus and ISite)	
	HEARTLAND SCHOOL	
	INTOUCH POS	
	NUTRI-LINK TECHNOLOGIES	
	PCS REVENUE CONTROL	
	PRIMEROEDGE	
FOOD EQUIPMENT, PARTS, REPAIR, INSTALLATION, MAINTENANCE, SMALL WARES, AND RELATED ITEMS **19/039TJ**	1ST CHOICE RESTAURANT SUPPLY	✓
	ACE MART RESTAURANT SUPPLY	✓
	AMERICAN VENDING SALES	
	BUDGET RESTAURANT SUPPLY	
	COMMERCIAL KITCHEN PARTS & SERVICE	✓
	COOLERS INC.	
	PARTS TOWN	
	HOBART SERVICE	
	INNOSEAL SYSTEMS	
	STRATEGIC EQUIPMENT (ISI COMMERCIAL REFRIGERATION)	
	JEAN'S RESTAURANT SUPPLY	
	KOMMERCIAL KITCHENS	
	PASCO BROKERAGE	
	REFRIGERATION TECHNOLOGIES	
	SCHOOL FOOD SERVICE INNOVATIONS	
	SHEPHERD FOOD EQUIPMENT	
	THE EDU-SOURCE CORP.	

Choice Partners Cooperative
2022-2023 PARTICIPATION AGREEMENT

CHEMICAL PRODUCTS & SERVICES ****New RFP will be issued**	TBD	
VENDING MACHINES & SERVICE **19/062TP**	FRESH BREW GROUP	
DIRECT DELIVERY OF SNACKS & BEVERAGES ****New RFP will be issued**	TBD	
RESTAURANT BRANDED FOOD DELIVERY ****New RFP will be issued**	TBD	
ICE CREAM PRODUCTS **21/041LS**	BLUE BONNET DSD	
	JP ICE CREAM DISTRIBUTORS	
	LA COSTENITA DISTRIBUTOR INC.	
	THE MASTERS DISTRIBUTION SYSTEMS	
	PALETERIA EL PIBE	
	YUMI ICE CREAM CO.	
FROZEN DESSERT PRODUCTS **19/051TP**	DIPPIN' DOTS	
	SOUTHERN ICE CREAM	
SITE BASED PIZZA PROGRAM **21/046LS**	SMART MOUTH FOODS	
PRODUCE & OTHER SPECIALTY PRODUCTS **19/032TJ** **Only Select 1 Vendor**	BROTHERS PRODUCE	
	HARDIES FRESH FOODS	

Choice Partners Cooperative
2022-2023 PARTICIPATION AGREEMENT

This Participation Agreement and the School/Districts/Entities Interlocal Agreement constitute the entire agreement of the parties regarding the subject matter hereof; notwithstanding and provision in the School/Districts/Entities Interlocal Agreement to the contrary, in the event of a conflict between the terms of this Participation Agreement and the School/District/Entities Interlocal Agreement, the terms of the School/Districts/Entities Interlocal Agreement shall prevail.

Mansol Villarreal-Alonzo
Primary Contact's Name

Hays County Auditor
Title

mansol.alonzo@co.hays.tx.us
Email Address

512-393-2283
Phone Number

Signature Authorized Representative

Today's Date

Stephanie Hunt
Secondary Contact's Name

Purchasing Manager
Title

Stephanie.hunt@co.hays.tx.us
Email Address

512-393-2267
Phone Number

County *CE ID#* *ESC Region* *2021-2022 Enrollment*

Mailing Address 712 South Stagecoach Trail, Suite 1071

City, State, Zip San Marcos, TX 78666

****Return completed form to:**
Choice Partners - Trisha Prestigiacomo
Trisha@ChoicePartners.org

Jail Contact - Jason Cowan, Jason.cowan@co.hays.tx.us
512-393-7855

JDC Contact - Brett Littlejohn, brett.littlejohn@co.hays.tx.us
512-393-1202

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 contract for RFP 2022-P02 Animal Shelter and Animal Services Feasibility Study to Team Shelter USA; and authorize staff and General Counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	INGALSBE

SUMMARY

On November 2, 2021, the Commissioners Court approved specifications and authorized Purchasing to solicit for RFP 2022-P02 Animal Shelter and Animal Services Feasibility Study. Purchasing received the following four proposals:

Jackson & Ryan Architects
Jody Jones
Shelter Planners of America
Team Shelter USA

After evaluation of the proposals, and interviewing the top two scoring firms, the evaluation committee's recommendation is to pursue negotiations with Team Shelter USA. Upon successful negotiations, a contract will be brought back before court to approve and finalize contract award.

Attached:
RFP 2022-P02 Final Tabulation

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the Sheriff's Office to add two (2) new Records Management Officers (Grade 110) effective 3/1/2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 15, 2022	$65,163

LINE ITEM NUMBER

001-618-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The need for Records Management Officers (RMO's) is due to the National Incident-Based Reporting System (NIBRS) (to read and categorize offense reports for transfer to the recording agency) has replaced the old summary-based Uniform Crime Reporting system. This activity is proven to require a significant increase in personnel to handle the single task of NIBRS reporting. The new positions will manage the specific record-keeping activities associated with the system and other areas such as expunctions, ceilings (redactions in the RMS), records retention (both physical and digital), public information act requests and front office duties and responsibilities. To meet the agency's needs and to meet the 4% error mandate for compliance, the agency will need to acquire, train and maintain new full-time positions to address these vital agency/county needs.

Funds within the operating budget are available due to attrition to fund this request.

Records Management Officers	
Grade 110	
2 FTE's - effective 3/1/22	
Base Salary	36,164
Fringe	7,887
Insurances	11,803
Total Annualized	55,854
2 FTE's	111,709
effective 3/1/22	65,163

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Kyle regarding the City of Kyle Tax Increment Reinvestment Zone No.3 (TIRZ 3); and authorize staff to deliver the executed contract contingent upon creation and adoption of TIRZ 3 by the City of Kyle.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 15, 2022	TBD

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

It is in compliance with the County's zones policy originally adopted on February 7, 2017.

Attached: ILA for TIRZ 3

Interlocal Agreement
Regarding the City of Kyle Tax Increment Reinvestment Zone Number Three

THIS INTERLOCAL AGREEMENT regarding the City of Kyle Tax Increment Reinvestment Zone Number Three (this "Agreement") is made and entered into by and between the City of Kyle, Texas, a home rule municipality (the "City"), and Hays County, a political subdivision of the State of Texas (the "County") under the authority of Texas Government Code Chapter 791 and Chapter 311 of the Texas Tax Code for the participation of the City and the County in **Tax Increment Reinvestment Zone Number Three,** City of Kyle, Texas, ("TIRZ 3"), TIRZ 3 created by the City pursuant to Chapter 311 of the Texas Tax Code.

RECITALS:

WHEREAS, in accordance with the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "Act"), the City Council of the City, pursuant to Ordinance No. 1022 (the "Zone No. 2 Ordinance") adopted on _____ ___, 2022, created, established, and designated TIRZ 3 under the Act, attached as Exhibit "AA"; and

WHEREAS, in the Ordinance, the City found that the designation of TIRZ 3 would encourage the development of property in and around TIRZ 3; and

WHEREAS, in the Ordinance, the City contributed thirty-six and seventy-four one-hundredths percent (36.74%) of its Tax Revenue for TIRZ 3; and

WHEREAS, in consideration of the County's contribution of a thirty-six and seventy-four one-hundredths percent (36.74%) portion of its Tax Revenue for the TIRZ, the County shall have the authority to appoint two members to the TIRZ 3 board; and

WHEREAS, the TIRZ project plan includes transportation and other projects that benefit the County and its residents; and

WHEREAS, in consideration of special benefit to the County created by the TIRZ 3 projects, including transportation and capital improvements for public use, the County is authorized to appropriate funding under this Agreement; and

WHEREAS, pursuant to the Hays County Zones Policy, the County's contribution of a TIRZ Payment equal to thirty-six and seventy-four one-hundredths percent (36.74%) of its own increment in TIRZ 3 would greatly enhance the implementation of the TIRZ 3 projects by the City; and

WHEREAS, both the City and the County will benefit from the development and improvements paid with the Tax Increment Funds in accordance with the documents creating TIRZ 3; and

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the City and the County are entering into this Agreement to set forth the conditions governing the contribution of the Tax Increment by the City and current, annually-appropriated funds by the County to TIRZ 3, and the City finds that this Agreement is necessary for the implementation of the Project Plans for TIRZ 3.

NOW THEREFORE, the City and the County, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties hereby agree that the recitals set forth above form the basis upon which they have entered into this Agreement.

Section 2. Definitions.

In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

A. Act means the Tax Increment Financing Act, as amended and as codified as Chapter 311 of the Texas Tax Code.

B. Captured Appraised Value in a given year means the total appraised value, less any applicable exemptions, of all TIRZ real property taxable by the City or the County for that Tax Year less the Tax Increment Base defined in Section (G) below.

C. Project Plan means the project plans for TIRZ 3 attached to this Agreement and included in Exhibit "AA" as adopted by the TIRZ Board and the City of Kyle, along with amendments to this plan that are adopted by the Board of Directors of TIRZ 3, and approved by the City Council of the City of Kyle from time to time. The Project Plan includes maps of all property in the TIRZ, including all non-taxable property.

D. Tax Increment means the amount of property taxes levied and collected by the City or County for that year on the captured appraised value of real property taxable by the City or County and located in TIRZ 3.

E. City Tax Increment will be that amount paid by the City into the Tax Increment Funds.

F. County TIRZ Payment will be that amount of current, annually-appropriated funds paid by the County into the Tax Increment Funds.

G. Tax Increment Base means the total appraised value as of January 1, 2022, of all real property taxable by the City or the County, as applicable, and located in the TIRZ. Each Party to this Agreement shall be responsible for establishing and

monitoring its own Tax Increment Base.

H. Tax Increment Fund(s) (TIF) means that fund created by the City pursuant to Section 311.014 of the Act and the Ordinance, which will be maintained by the City, and into which all revenues of the TIRZ will be deposited, including deposits of Tax Increment by the City and by such other taxing units with jurisdiction over real property in the TIRZ that may enter into agreements for such contributions, including the County's TIRZ Payment.

I. TIRZ Board means the governing board of directors of the TIRZ appointed in accordance with Section 311.009 of the Act, the Ordinance, and this Agreement.

J. TIRZ means the Tax Increment Reinvestment Zone Number Three, approved by City of Kyle Ordinance No. _____.

K. Terms other than those defined above shall: (1) have their meanings as given in Chapter 311, Texas Tax Code; or (2) if not so defined, their usual and ordinary meanings.

L. References to state statutes shall include amendments to those statutes that are duly enacted from time to time.

Section 3. Obligations of the County

A. County TIRZ Payment. The County agrees to pay current, annually-appropriated funds to the City for deposit into the Tax Increment funds created by the City for TIRZ 3 (the "Tax Increment Funds") thirty-six and seventy-four one-hundredths percent (36.74%) of the tax increment attributed to the captured appraised value of the County in the TIRZ. The County's obligation to make these payments will accrue only after taxes on the captured appraised value are collected by the County. Payments shall be due on May 1 of each year during the term of the Agreement. No interest or penalty will be charged to the County for any payments made by the County based on collections that occur after this due date. The County may offset against future payments to the Tax Increment any portion of payments to the City under this Agreement that the County subsequently refunds to taxpayers pursuant to the provision of the Texas Tax Code.

B. Limitations on Payments. The County is not obligated to make payments under this Agreement: (1) unless and until taxes on the captured appraised value within TIRZ 3 are actually collected by the County; or (2) in any amount greater than taxes actually collected on the County's captured appraised value within TIRZ 3. Likewise, if funds are not appropriated by the Hays County Commissioners Court during any annual budgetary cycle, then the County's obligations to make a County TIRZ Payment under this Agreement shall be waived for that Fiscal Year. Any funds already contributed to the Tax Increment Funds under this Agreement shall remain available for TIRZ expenditures, subject to the other terms and limitations of this

Agreement.

C. The Project

Boundary and Projects. The boundaries and projects of the TIRZ are and shall be those described in City of Kyle Ordinance No. _____, as adopted upon recommendation of the Board of Directors of the TIRZ (the "Board") and approved by the City Council of the City and in accordance with the *Tax Increment Reinvestment Zone Number Three,* as adopted by both the TIRZ Board and City Council ("Project Plans") and attached as Exhibit "AA". The County is not obligated to make payments based on the addition of property or projects to the TIRZ. County funds will only be used for those projects adopted by the TIRZ Board and the City Council as attached to this Agreement unless a written amendment changes those projects or boundaries and is approved by both the County and the City. No project expenditures of County monies provided under this Agreement shall be authorized without an affirmative vote of the Board, with the County representatives present for the vote and with the County representatives unanimously agreeing with a proposed expenditure. In the event that the County representatives do not unanimously agree with a proposed expenditure, County monies provided under this Agreement may not be utilized for that expenditure unless and until a subsequent vote of the Hays County Commissioners Court approves of that expenditure.

D. Development in the Zone. Property within the boundaries of the TIRZ shall be developed as closely as possible in conformity with the Final Plan. As stated above, County funds will only be used for projects that have been approved by the County members of the TIRZ Board or by the County Commissioners Court.

E. County Appointment to the Board of Directors of TIRZ Number One, Town Center TIRZ. The TIRZ Board shall consist of nine (9) voting members. The Commissioners Court of the County shall each have the unequivocal right to appoint two (2) qualified voting members during the period that the TIF created under this Agreement contains funds. The City Council shall have the right to appoint seven (7) qualified voting members during the length of the TIRZ, the constituency of which shall be established by Ordinance _____. Members of the TIRZ Board shall meet the qualifications set forth in Section 311.009 of the Texas Tax Code. Failure of the Commissioners Court to appoint a person to the TIRZ Board shall not be deemed a waiver of the County's right to make an appointment at a later date. The Commissioners Court will make best faith efforts to appoint a qualified person to serve on the Board of Directors, and to fill vacancies in the positions as needed.

Section 4. Obligations of the City.

A. Use of County Payments. The City agrees to use payments made by the County under this Agreement solely to fund Project Costs as defined in Chapter 311 of the Texas Tax Code and as allowed by the Hays County TIRZ Policy.

B. **Notice to County of Amendments to Project Plan.** The City agrees to provide the County with written notice of any proposed amendments to the Project Plan at least fourteen (14) days prior to their submission to the City Council for approval. The City agrees to work with the TIRZ Board to implement the Project Plan.

C. **Disposition of Tax Increments.** Upon termination of the TIRZ, and after all obligations of the TIRZ have been paid, the City agrees to pay to the County, within sixty (60) days of the termination, all monies remaining in the Tax Increment Funds that represent the County's pro rata amount of participation authorized under this Agreement.

D. **Annual Reports / Right to Audit.** The City agrees to provide to the County an annual report regarding the TIRZ as required under Texas Tax Code Section 311.016. Additionally, the County shall have the right to audit the books and records of the TIRZ upon providing at least 10 days' written notice to the City. Such an audit shall occur between 9 a.m. and 5 p.m. on business days.

Section 5. Term and Termination.

The term of this Agreement, unless extended by mutual agreement of the County and the City, shall commence upon execution by the last party and shall last for: (1) twenty (20) years; or (2) the date all Project Costs have been paid or reimbursed unless earlier terminated by the parties hereto. Nothing in this Agreement limits the authority of the County or City to extend the term of this Agreement. Upon termination of this Agreement, the obligation of the County to make payments to the City shall end; however, the County's TIRZ Board appointment powers and any refund obligations of the City shall survive the termination.

The City may terminate the TIRZ pursuant to the provisions of Section 311.017 of the Texas Tax Code

Section 5. Miscellaneous.

A. **Administration.** This Agreement and the Tax Increment Funds shall be administered by the City Manager or his/her designees or consultants. The City shall maintain a separate account for the Tax Increment Funds at a depository selected by the City, which Tax Increment Fund shall be secured in the manner prescribed by law for funds of Texas cities. The City shall not charge an administration fee against County TIRZ Payments for oversight of the Tax Increment Fund. The Tax Increment Fund shall be an account into which the City shall deposit the County TIRZ Payment, the City Increment (as defined in the TIRZ Ordinance and Project Plan), and all accrued interest earned on the fund. The County shall participate in the oversight of the Tax Increment Fund through its representation on the Board of Directors on which they will appoint two (2) out of nine (9) members. Pursuant to the Hays County TIRZ Policy adopted on February 7, 2017, no more than ten percent of the County Increment will be used for the payment of administrative, legal, consulting, or other professional expenses, except engineering and

architectural fees directly related to the specific projects in which the County will participate.

B. **Notice.** Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the consent, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the addresses shown below (or to such other addresses as the parties may request, in writing, from time to time).

If intended for the City, to:
Scott Sellers
City Manager
City of Kyle
_____
Kyle, TX 7_____

If intended for the County, to:
Hays County Judge
Hays County Courthouse
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

With Copy to:
General Counsel
Hays County Courthouse
111 E. San Antonio St., Ste. 202
San Marcos, Texas 78666

C. **Non-Assignability:** Neither the City, the County, nor the TIRZ shall assign any interest in this Agreement without the prior written consent of the other parties.

D. **Non Discrimination:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any of the operations or funding of the TIRZ on the grounds of race, color, national origin, age, sex, religion, or other protected status.

E. **Binding on the Parties and Non-Waiver:** This Agreement shall not be considered fully executed or binding on the City and/or the County until this Agreement has been approved and accepted by the City Council and the Hays County Commissioners Court at a properly called and noticed meeting of each respective body. After such approval and acceptance, the City and the County shall deliver to each other a certified copy of a Resolution as evidence of the authority to execute and bind the City and the County to the covenants, terms and provisions of this Agreement. The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

F. **Third Parties:** The provisions and conditions of this Agreement are solely for the benefit for the City and the County, and are not intended to create any rights, contractual or otherwise, to any other person or entity. The relationship of the City and the County under this Agreement shall not be construed or interpreted to be a joint enterprise or joint venture. The Parties agree that each Party is an independent contractor.

G. **Controlling Law:** Venue and Jurisdiction shall be exclusively in Hays County, Texas and under the laws of the State of Texas.

H. **Entirety of Agreement:** This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and the County as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

i. Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performance by the Parties in accordance with the terms of this Agreement.

ii. Exhibit "AA" Ordinance No. _____, which includes TIRZ Project and Financing Plans

iii. Amendments**.** Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council and the Commissioners Court in open meetings held in accordance with Chapter 551 of the Texas Government Code.

EXECUTED and **EFFECTIVE** on the last date signed by the duly authorized officials, below.

CITY OF KYLE	**COUNTY**
_____	_____
Travis Mitchell, Mayor	Judge Ruben Becerra, County Judge
_____	_____
Date	Date

ATTEST:

_____	_____
City Secretary	County Clerk
_____	_____
Date	Date

EXHIBIT AA
[insert ordinance]

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 contract for RFP 2022-P01 Hays County Property - Civic Center & Clovis Barker Road to Casey Development, LTD; and authorize staff and General Counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

On November 9, 2021, the Commissioners Court approved specifications and authorized Purchasing to solicit for RFP 2022-P01 Hays County Property - Civic Center & Clovis Barker Road. Purchasing received the following proposal:

Casey Development, LTD.

After evaluation of the proposal, the evaluation committee's recommendation is to pursue negotiations with Casey Development, LTD. Upon successful negotiations, a contract will be brought back before court to approve and finalize contract award.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to award the contract for RFP 2021-P07 Program Management - ARPA Funds; and authorize staff and General Counsel to negotiate a contract

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 15, 2022	

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

On September 21, 2021, the Commissioners Court approved specifications and authorized Purchasing to solicit for RFP 2021-P07 Program Management - ARPA Funds. Purchasing received the following proposals:

Anser Advisory, LLC.
Ardurra Group, Inc.
CSRS, Inc.
Dynamic Contracts Consultants, LLC.
Ernst & Young LLP
Grant Thornton
GrantWorks, Inc.
HORNE LLP
Langford Community Management Services
MPACT Strategic Consulting, LLC.
Tera Tech, Inc.
TLC Engineering, Inc.
UHY Advisors Mid-Atlantic MD, Inc.
Witt O'Brien's LLC.

After evaluation of the proposal, the evaluation committee's recommendation is to pursue negotiations with the company awarded. Upon successful negotiations, a contract will be brought back before court to approve and finalize contract award.

The results of the review committee are being compiled and 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 County Judge to execute two Contract Amendments with Tyler Technologies, Inc. related to a Hays County Financial Transparency Portal.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 15, 2022	N/A

LINE ITEM NUMBER

001-606.00.5429

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	INGALSBE	N/A

SUMMARY

The attached contracts will remove the current Tyler Technology product that was previously recommended, adding the Socrata Transparency Portal for a more intuitive and robust system. The new Transparency Portal will include an easy to understand finance data dashboard, providing transparency and access to financial information for internal staff as well as the public. Funds were budgeted for this software during the FY22 budget process. There are no additional costs for the new Socrata Portal.

Attachment: Tyler Technology Contract Amendment - Remove Transparency Portal
Tyler Technology Contract Amendment - Add Socrata Transparency Portal
Sourcewell Contract #090320-TTI

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and Hays County, Texas ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated February 18, 2009 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The following Tyler Software as a Service (SaaS) are hereby removed from the Agreement as of October 1, 2021:

    a. Transparency Portal

    As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.

2. Client's annual SaaS fees payment obligation commencing October 1, 2021, is hereby reduced by $13,000.00 with respect to the removal of the above-listed software. Tyler will issue a credit memo against the remaining balance on Invoice #045-350299, dated September 1, 2021.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.	Hays County, TX
By: Jisel Lopez	By:
Name: Jisel Lopez	Name:
Title: Deputy Group General Counsel	Title:
Date: 2/9/2022	Date:

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and Hays County, Texas ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated February 18, 2009 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:

    a. The annual SaaS fees payable under the Agreement shall be increased in the amount of $13,000, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.
    b. Socrata services set forth in Exhibit 1 will be invoiced upon complete delivery of the service.
    c. Applicable travel expenses, if any, will be incurred in accordance with the current Tyler Business Travel Policy and invoiced along with the provided services.

2. Socrata Solution Terms. Client's rights, and the rights of any of Client's end users, to use Tyler's Socrata data platform is subject to the Socrata SaaS Services Terms of Service, available at https://www.tylertech.com/terms/socrata-saas-services-terms-of-service. By signing this Amendment, or accessing, installing, or using the Socrata software listed in Exhibit 1, Client certifies that it has reviewed, understands, and agrees to said terms. In the event of a conflict between any term or provision in this Amendment and any term or provision in the Socrata SaaS Services Terms of Service, the terms of the Amendment shall govern.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.	Hays County, TX
By: Jisel Lopez	By:
Name: Jisel Lopez	Name:
Title: Deputy Group General Counsel	Title:
Date: 2/9/2022	Date:

Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Summer Zwarun
Quote Expiration:	7/24/22
Quote Name:	Hays County TX - Socrata migration from Transparency

Sales Quotation For:
Hays County
111 E San Antonio St Ste 300
San Marcos TX 78666-5534

Tyler Annual Software - SaaS

Description	Annual
New World ERP	
Socrata	
Open Finance Suite	$ 13,000
TOTAL	**$ 13,000**

Fixed Fee Services

Description	Units	Price	Maintenance
New World ERP			
Socrata			
Open Finance - Install Fee	1	$ 5,600	$ 0
Sub-Total:		$ 5,600	$ 0
Less Discount:		*$ 5,600*	*$ 0*
TOTAL		**$ 0**	**$ 0**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$ 0	$ 0
Total SaaS	$ 0	$ 13,000
Total Tyler Services	$ 0	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 0**	**$ 13,000**
Contract Total	**$ 13,000**	

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

• License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.

• Fees for hardware are invoiced upon delivery.

• Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.

• Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

• Fees for services included in this sales quotation shall be invoiced as indicated below.

o Implementation and other professional services fees shall be invoiced as delivered.

o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.

o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and material basis. "

o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where Project Planning Services are

provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears,
beginning on the first day of the month immediately following initiation of project planning.

o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration
Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product
suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

• Expenses associated with onsite services are invoiced as incurred.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-services.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to Low Water Crossing Early Warning System repairs for the Elder Hill Rad site; authorize a discretionary exemption pursuant to Local Government Code, Ch. 262.024(a)(7)(D) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	$3,650.50

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

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

SUMMARY

The pressure transducer at Elder Hill Road stopped working on January 24th, 2022. WET visited the station and determined that the pressure transducer has failed and needs to be replaced. WET will remove the broken pressure transducer; install the new one and field test it to confirm that it is working correctly. This quote assumes that the old conduit is in good shape and allows the new PT to be pulled through without problems.

Attached: Water & Earth Technologies Quote XPHC041

Budget Amendment:
Decrease Equipment Maintenance .5411
Increase Misc Equipment_Operating .5719_400

WATER & EARTH TECHNOLOGIES

02/02/2022 **Quotation XPHC041**

Prepared for:
Hays County - Office of Emergency Services
Attn: Brandon High
810 South Stagecoach Trail
San Marcos, TX 78666

Federal Tax Identification No. 84-1440328
Quote Valid Thru 04/03/2022

Prepared by:
Water & Earth Technologies, Inc.
40504 Weld County Road 17
Severance, CO 80524
Phone (970) 225-6080
email: RNiedenzu@wetec.us

Quote Title: Elder Hill Road Pressure Transducer Replacement

Quote Information

The pressure transducer at Elder Hill Road stopped working on January 24th, 2022. WET visited the station and determined that the pressure transducer has failed and needs to be replaced. WET will remove the broken pressure transducer, install the new one and field test it to confirm that it is working correctly. This quote assumes that the old conduit is in good shape and allows the new PT to be pulled through without problems.

Item Description	Model No.	Unit Price	Qty	Amount
Stainless-Steel Pressure Transducer	CS451	$ 1,580.50	1	$ 1,580.50
Shipping		$ 45.00	1	$ 45.00
				$ -
				$ -
				$ -
			Items Total	**$ 1,625.50**

Labor Description	ENG I Hours	Field Tech II Hours	Amount
Remove the old PT	2	2	$ 430.00
Install the new PT	6	6	$ 1,290.00
Field testing the new PT	1	1	$ 215.00
			$ -
			$ -
		Labor Total	**$ 1,935.00**

Total Cost $ 3,560.50

Thank you for your consideration!

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to Low Water Crossing Early Warning System repairs for the Chaparral Road site; authorize a discretionary exemption pursuant to Local Government Code, Ch. 262.024(a)(7)(D) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 15, 2022	$2,879.48

LINE ITEM NUMBER

001-656-00.5719_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

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

SUMMARY

The Chaparral Road Master Pole was hit by a motorist and damaged on December 30, 2021. The breakaway base, solar panel were damaged during the accident. Water & Earth Technologies, Inc. (WET) removed the damaged pole and tested all equipment to determine what needed to be replaced. WET will replaced the damaged parts and re-install the pole.

Attached: Water & Earth Technologies Quote XPHC039

Budget Amendment:
Decrease Equipment Maintenance .5411
Increase Misc Equipment_Operating .5719_400

WATER & EARTH TECHNOLOGIES

01/17/2022 **Quotation XPHC039**

Prepared for:
Hays County - Office of Emergency Services
Attn: Brandon High
810 South Stagecoach Trail
San Marcos, TX 78666

Federal Tax Identification No. 84-1440328
Quote Valid Thru 03/18/2022

Prepared by:
Water & Earth Technologies, Inc.
40504 Weld County Road 17
Severance, CO 80524
Phone (970) 225-6080
email: RNiedenzu@wetec.us

Quote Title: Chaparral Master Pole Repair

Quote Information

The Chaparall Road Master Pole was hit by a motorist and damaged on December 30, 2022. The break away base, solar panel were damaged during the accident. Water & Earth Technologies, Inc. (WET) removed the damaged pole and tested all equipment to determine what needed to be replaced. WET will replaced the damaged parts and re-install the pole.

Item Description	Model No.	Unit Price	Qty	Amount
Aluminum AASHTO Aproved Base	7332	$ 201.48	1	$ 201.48
Plastic Base Cover	3227	$ 7.35	1	$ 7.35
90 Watt Solar Panel	SLP090-12U	$ 252.00	1	$ 252.00
27" Solar Panel Mount	UNI-SP/01A	$ 90.00	1	$ 90.00
VHF Antenna & Base	MHBDC5800	$ 108.65	1	$ 108.65
1/2 Day Bobcat Rental		$ 300.00	1	$ 300.00
			Items Total	**$ 959.48**

Labor Description	ENG I Hours	Field Tech II Hours	Amount
Removing Pole from Location	0	0	$ -
Testing Equipment for Damage	1	1	$ 220.00
Replacing Damaged Equipment on Pole	0	6	$ 600.00
Installing Repaired Flasher Pole	4	4	$ 880.00
Testing Station	1	1	$ 220.00
		Labor Total	**$ 1,920.00**

Total Cost $ 2,879.48

Thank you for your consideration!

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the execution of a Memorandum of Understanding between the Hays County Veteran's Treatment Court and Lyndsay Brooks, PsyD, PLLC related to psychological evaluations and treatment programs for veterans.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 15, 2022	N/A

LINE ITEM NUMBER

001-612-99-097.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Dr. Brooks offers psychological assessments, diagnosis and treatments of veterans of the Hays County Veteran's Treatment Court. The Texas Veteran's Commission grant will fund all costs associated with treatments.

Attachments: Dr. Brooks MOU

MEMORANDUM OF UNDERSTANDING
Between
Hays County Veterans Treatment Court
and **Lyndsay Brooks, PsyD, PLLC**

Purpose: This Memorandum of Understanding (MOU) is between **Hays County Veterans Treatment Court (VTC)**, at 712 S. Stagecoach Trail, San Marcos, Texas 78666 and **Lyndsay Brooks, PsyD, PLLC**, located at 3507 N. Lamar Blvd., #301528, Austin, TX 78705. The purpose of this MOU is to set out the means of cooperation and coordination between the parties to provide services to veterans who are participants in the VTC. The above referenced entities are hereinafter and collectively referred to as the "the parties or party".

Background: Hays County, Texas established a Veterans Treatment Court pursuant to Chapter 617 of the Texas Health and Safety Code. This Court was established to support members of the Nations' armed forces and veterans in the local community.

The Parties of this Memorandum of Understanding accept as follows:

Hays County Veterans Treatment Court will be responsible for the following:

1. Identify and refer veterans for evaluations;
2. Complete the referral process; and
3. Remit payment for services provided within 45 days of receipt of invoice.

Lyndsay Brooks, PsyD, PLLC will be responsible for the following:

1. Complete initial psychological assessment and determine diagnosis of referred veterans;
2. Provide feedback on the appropriate course of treatment as necessary;
3. Provide psychotherapy to individual veterans or their family members;
4. Provide written evaluation reports and/or progress reports;
5. Provide telephone intervention to veterans, as necessary;
6. Provide case consultation;
7. Submit a monthly invoice for provided services (see attached "negotiated" Fee Schedule which indicates the maximum amounts that can be billed for each service provided); and
8. Invoice veteran participants directly for "no show" to scheduled appointments.

Confidentiality of Records: For purposes of this Memorandum, "Confidential Information" shall include all information or material that has or could have commercial value or other non-commercial utility, including information about VTC Program Participant's criminal court-related information and/or any other information about said participant that is of a personal nature, including, but not limited to, said participants' name(s), addresses, telephone numbers, family information, employment information, school enrollment information, medical records information, military history information, criminal history information, or any other information (unstated herein) that would or could be considered "personal" in nature pertaining to said participants.

All individually identifiable health information shall be treated as confidential by the parties in accordance with all applicable federal, state and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPPA). Any possible release of records related to this MOU shall be in accordance with the Texas Public Information Act.

Time Periods. The nondisclosure provisions of this MOU shall survive the termination of this MOU and duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential information or the Veterans Treatment Court gives written notice releasing the obligation of such information, whichever occurs first.

Severability: If a court finds any provision of this MOU invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

Effective Date and Termination: This MOU is effective upon the signing by both parties. Either party shall have the right of termination of this agreement upon thirty (30) days written notification. Veterans Treatment Court will be responsible for payment for any services provided up and until the termination date.

Notice: Any notices in relation to this MOU shall be sent to the following contacts:

Hays County Veterans Treatment Court
Attn: Gerald Ramcharan
712 S. Stagecoach Trail, Suite
San Marcos, Texas 78666
gerald.ramcharan@co.hays.tx.us

Lyndsay Brooks, PsyD, PLLC
Attn: Lyndsay Brooks
3507 N. Lamar Blvd., #301528
Austin, TX 78705
Lyndsay@brookspsyd.com

Waiver: The failure to exercise any right provided in this MOU shall not be a waiver of prior or subsequent rights.

Miscellaneous: This MOU is non-exclusive. No element of this MOU will confer on one party the capacity to represent or act as an agent of the other.

Entire Understanding: The parties intend this writing to be the final expression of the terms of their agreement and further intend that this writing be the complete and exclusive statement of all the terms of their agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Program Acceptance:

Gerald Ramcharan, Program Manager
Hays County Veterans Treatment Court

7 FEB 22
Date

Contract Execution:

Ruben Becerra, County Judge
Hays County, Texas

Date

Lyndsay Brooks
Lyndsay Brooks, PsyD, PLLC

2/4/2022
Date

VTC Provider Maximum Fee Schedule 1 Feb 2022

Provider	Service	Rate	Cost
Dr. Lyndsay Brooks, Psychologist **Lyndsay Brooks, PsyD, PLLC** **3507 N. Lamar Blvd, #301528** **Austin, TX 78705**			
	Initial Psychological Assessment/Evaluation:	Each	$300.00
	Psychological Testing & Report Writing:	1 Hr.	$250.00
	Individual Psychotherapy:	1 Hr.	$200.00
	Couples/Marital Psychotherapy:	1 Hr.	$200.00
	Telephone Intervention:	15 Min	$45.00
	No Show for scheduled appointment:	Each	$70.00
	Case Consultation and Staffing	1 Hr.	$150.00

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

Discussion and possible action to execute a Proposals with Axon Enterprise, Inc. related to the Law Enforcement In-Car Camera System and Body Worn Camera-Taser Program for the Constable 3 Office.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 15, 2022	$9,894.96

LINE ITEM NUMBER

001-637-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Don Montague	SHELL	N/A

SUMMARY

The Hays County Constables Office currently utilize Axon for all in-car and body worn cameras. The Constable 3 Office is ordering equipment for the new deputy constable approved in the FY 2022 Budget.

On January 4, 2022 the Commissioners Court approved a proposal for Contable 3, but after further review the proposal was incorrect and missing an item. The new proposal is an increase of $489.93.

Attachment: Axon Proposals (44 months)

BuyBoard Contract #648-21

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-363636-44580.651KS

Issued: 01/19/2022
Quote Expiration: 02/28/2022
EST Contract Start Date: 03/01/2022
Account Number: 463456
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-712 S Stagecoach Trl 712 S Stagecoach Trl San Marcos, TX 78666-5999 USA	Hays County Constable Pct. 3 712 S Stagecoach Trl San Marcos, TX 78666-5999 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kristie Sommer Phone: Email: ksommer@axon.com Fax:	 Phone: (512) 618-2719 Email: Fax:

Program Length	44 Months
TOTAL COST	$9,894.96
ESTIMATED TOTAL W/ TAX	$9,894.96

Bundle Savings	$19,296.16
Additional Savings	$0.00
TOTAL SAVINGS	$19,296.16

PAYMENT PLAN: Feb 2022

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Feb, 2022	$2,298.99
Hardware	Feb, 2022	$699.00
	Payment Total	$2,997.99

PAYMENT PLAN: Oct 2023

PLAN NAME	INVOICE DATE	AMOUNT DUE

Year 2	Oct, 2023	$2,298.99
	Payment Total	$2,298.99

PAYMENT PLAN: Oct 2024		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 3	Oct, 2024	$2,298.99
	Payment Total	$2,298.99

PAYMENT PLAN: Oct 2025		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 4	Oct, 2025	$2,298.99
	Payment Total	$2,298.99

Quote Details

Bundle: 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) Quantity: 1 Start: 3/1/2022 End: 10/31/2025 Total: 9195.96 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	1	$84.24	$27.19	$27.19
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	1	$5.00	$1.61	$71.01
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	3	$38.95	$12.57	$37.71
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	3	$38.95	$12.57	$37.71
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	$1,810.00	$584.19	$584.19
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	1	$50.23	$16.21	$16.21
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	1	$50.23	$16.21	$16.21
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1	$5.00	$1.61	$71.01
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	$157.95	$50.98	$50.98
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	$78.98	$25.49	$25.49

Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	$38.95	$12.57	$25.14
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	$38.95	$12.57	$25.14
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	$38.95	$12.57	$25.14
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	$38.95	$12.57	$25.14
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	$38.95	$12.57	$25.14
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	$38.95	$12.57	$25.14
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	$38.95	$12.57	$25.14
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	$38.95	$12.57	$25.14
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	$38.95	$12.57	$25.14
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	$38.95	$12.57	$25.14
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	1	$90.56	$29.23	$29.23
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	2	$38.95	$12.57	$25.14
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	2	$38.95	$12.57	$25.14
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	2	$38.95	$12.57	$25.14
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	2	$38.95	$12.57	$25.14
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	1	$2.50	$0.81	$35.50
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1	$1,500.00	$484.13	$484.13
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	$43.90	$14.17	$14.17
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	$10.45	$3.37	$3.37
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	1	$39.00	$12.59	$553.85
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE-	1	$24.00	$7.75	$340.83
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	10	$0.40	$0.13	$56.81
Respond Plus	73680	RESPOND DEVICE PLUS LICENSE-	1	$19.00	$6.13	$269.82
Citizen	73618	CITIZEN FOR COMMUNITIES USER LICENSE	1	$9.00	$2.90	$127.81

Redaction	73478	REDACTION ASSISTANT USER LICENSE	1	$9.00	$2.90	$127.81
Auto Tagging	73682	AUTO TAGGING LICENSE	1	$9.00	$2.90	$127.81
Performance	73739	PERFORMANCE LICENSE	1	$9.00	$2.90	$127.81
3rd Party Video	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	1	$9.00	$2.90	$127.81
E.com Channel	80190	Evidence.com Channel Services	1	$5,000.00	$1,613.78	$1,613.78
Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	$0.00	$0.00	$0.00
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	1	$249.00	$80.37	$80.37
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	2	$1.00	$0.32	$0.65
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	1	$11.67	$3.77	$165.73
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	1	$755.00	$243.68	$243.68
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	1	$790.00	$254.98	$254.98
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	$21.00	$6.78	$298.23
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	$1,610.00	$519.64	$519.64
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	$1,685.00	$543.84	$543.84
Inactive Channel	80223	INACTIVE CHANNEL LICENSE	1	$5,000.00	$1,613.78	$1,613.78
Other	80395	EXT WARRANTY, TASER 7 HANDLE	1	$6.58	$2.12	$70.08
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	1	$0.44	$0.14	$4.69
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	$6.58	$2.12	$70.08

Bundle: AB3 Camera Bundle Quantity: 1 Start: 3/1/2022 End: 10/31/2025 Total: 699 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	$699.00	$699.00	$699.00
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	2	$0.00	$0.00	$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	2	$0.00	$0.00	$0.00

Hardware

Requested Ship Date	Item	Description	QTY
02/01/2022	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	1
02/01/2022	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	2
02/01/2022	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2
02/01/2022	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1
02/01/2022	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1
02/01/2022	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	1
02/01/2022	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	1
02/01/2022	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1

02/01/2022	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	3
02/01/2022	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	3
02/01/2022	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2
02/01/2022	74028	WING CLIP MOUNT, AXON RAPIDLOCK	2
02/01/2022	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1
02/01/2022	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1
02/01/2022	80374	EXT WARRANTY, TASER 7 BATTERY PACK	1
02/01/2022	80395	EXT WARRANTY, TASER 7 HANDLE	1
02/01/2022	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1
02/01/2022	80464	EXT WARRANTY, CAMERA (TAP)	1
02/01/2022	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	2
02/01/2022	75015	SIGNAL SIDEARM KIT	1
02/01/2022	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
02/01/2022	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
02/01/2022	74200	TASER 7 6-BAY DOCK AND CORE	1
02/01/2022	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	2
02/01/2022	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	2
02/01/2022	20018	TASER 7 BATTERY PACK, TACTICAL	1
02/01/2023	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2
02/01/2023	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2
02/01/2024	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2
02/01/2024	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	2
02/01/2024	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	2
02/01/2024	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2
02/01/2025	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2
02/01/2025	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2
02/01/2026	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2
02/01/2026	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Signature	Date Signed
1/19/2022	

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action regarding the creation of the Hays County Sexual Assault Response Team (SART) pursuant to Section 351.252 of the Texas Government Code.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 15, 2022	

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

Commissioner Smith and staff will brief the Court on the statutory obligation.

RESOLUTION

STATE OF TEXAS §

COUNTY OF HAYS §

WHEREAS, sexual violence is a serious issue impacting public health and safety; and

WHEREAS, according to a statewide prevalence study, 6.3 million or 33.2% of adult Texans have experienced some form of sexual assault in their lifetime; and

WHEREAS, sexual assault continues to be a severely underreported crime — only 9.2% of victims report their experience to the police according to the Institute of Domestic Violence and Sexual Assault; and

WHEREAS, in Texas, in 2020, there were over 30,000 sexual assaults reported to law enforcement, and over 50,000 survivors sought services at a rape crisis center; and

WHEREAS, sexual assault survivors must live with the emotional and medical consequences of their assault, which are often chronic and severe; lifetime prevalence of post-traumatic stress disorder (PTSD) in women who are sexually assaulted is estimated to be 50%; and

WHEREAS, in their 2020 audit report to the Legislature on investigations and prosecutions of sexual assault statewide, the State Auditor's Office identified that only 32% of all reported sexual assaults in a 5-year period resulted in an arrest; and

WHEREAS, in their 2020 audit report to the Legislature on investigations and prosecutions of sexual assault statewide, the State Auditor's Office noted a lack of reliable data on sexual assault case dispositions and a lack of multidisciplinary responses to adults; and

WHEREAS, the 87th Texas Legislature has recognized the serious nature of this crime and has passed Senate Bill 476 requiring counties to form Adult Sexual Assault Response Teams (SART); and

WHEREAS, Chapter 351, Subchapter J, of the Texas Local Government Code requires each commissioner's court of a county to establish an adult sexual assault response team; and

WHEREAS, Hays County recognizes that work must be done at a societal and local level to reduce the incidence of sexual assault, hold offenders accountable and help heal survivors; and

DRAFT

NOW, THEREFORE BE IT RESOLVED, that to comply with legislative requirements, the Hays County Commissioners Court, hereby appoints the following individuals to serve on the Hays County Adult Sexual Assault Response Team (SART);

- _____, a Chief Administrator of a sexual assault program that provides services for the County;
- _____, a prosecutor with jurisdiction over adult sexual assault cases in the County;
- The Hays County Sheriff, or his designee;
- _____, Chief of the largest municipal law enforcement agency, or their designee;
- _____, a sexual assault nurse examiner, forensic examiner that provides exams within the County, or a representative from the largest healthcare provider in the County; and
- _____, a mental or behavioral health provider within the County, or if they do not exist a representative from the public health department; and
- Other persons the Hays County Adult Sexual Assault Response Team deem necessary for the operation of the response team or as recommended by the response team.

BE IT FURTHER RESOLVED, that in order to create systems that reduce re-traumatization and prioritize victim safety, members of the adult SART appointed by Hays County are directed to work with other team members to:

- Elect a presiding officer and any other organizational and decision-making structures deemed necessary for the success of the team;
- Recommend additional members for the team as necessary to fulfill the functions of the team;
- Attend scheduled meetings of the team or provide a designee as permitted by statute;
- Create a written interagency protocol that establishes local and regional processes for investigating and prosecuting sexual assaults, identifying and obtaining medical and forensic care, mental health care and advocacy resources for survivors as required by Section 351.256 of the Texas Local Government Code, no later than December 1, 2022;
- In developing a protocol, the response team shall consider Chapter 56A of the Texas Code of Criminal Procedure; may provide different procedures for use within a particular municipality or area of the county served by the response team; and shall prioritize the health and safety of survivors, including those who choose not to make a police report;
- Notify the Court of any vacancies on the team that would statutorily require a new appointment within thirty (30) days of such vacancy;
- Collect and maintain data on the number of sexual assaults reported to local law enforcement agencies and the investigation, prosecution and disposition of such offenses as required by Section 351.257(A) of the Texas Local Government Code that will culminate in a written summary to the Commissioners Court by December 1st of every odd numbered year (beginning 2023);
- Develop processes for information sharing and conflict resolution between team members;
- Distribute the written protocol to all responding law enforcement and service providers throughout Hays County;
- Participate in a minimum of four (4) hours of annual cross training with other team members;

DRAFT

- Evaluate existing interagency protocol in order to conduct case reviews, with the signed, written consent of the victim as required by Section 351.258(f) of the Texas Local Government Code; and
- Participate in writing the biennial report to the Commissioners Court as required by Section 351.257 of the Texas Local Government Code.

BE IT FURTHER RESOLVED, that Hays County shall fill any vacancies on the team that would statutorily require a new appointment as requested by the Hays County adult SART within thirty (30) days of those vacancies occurring; and

BE IT FURTHER RESOLVED, that the written biennial report produced by the team shall be posted in a prominent place on the County's website and by law will be available to the public in accordance with any redactions required by law to maintain privacy of individuals otherwise identified in the report.

_____

RUBEN BECERRA

HAYS COUNTY JUDGE

_____

DEBBIE INGALSBE

COMMISSIONER, PRECINCT 1

_____

MARK JONES

COMMISSIONER, PRECINCT 2

_____

LON A. SHELL

COMMISSIONER, PRECINCT 3

_____

WALT SMITH

COMMISSIONER, PRECINCT 4

ATTEST:

_____

ELAINE CARDENAS, MBA, PhD

COUNTY CLERK

DRAFT

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 contract for RFP 2022-P06 Emergency Rental Assistance Program - Program Manager to Ardurra Group, Inc.; authorize staff and General Counsel to negotiate a contract; and to authorize execution of a standard Professional Services Agreement once negotiated and approved.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	SMITH

SUMMARY

On January 18, 2022, the Commissioners Court approved specifications and authorized Purchasing to solicit for RFP 2022-P06 Emergency Rental Assistance Program - Program Manager. Purchasing received the following four proposals:

Ardurra Group, Inc.
Blanco River Regional Recovery Team
Geocko, Inc. dba: LiveStories
Metric Engineering, Inc.

After evaluation of the proposals, the evaluation committee's recommendation is to pursue negotiations with Ardurra Group, Inc. The executed contract will be brought back before court to be placed in the record.

Attached:
RFP 2022-P06 Final Tabulation

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

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 712 Stagecoach Trail, San Marcos in Pct.3. Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	February 15, 2022	

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	February 15, 2022	TBD

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

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 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire approximately 40.15 acres in fee simple from property located at 1401 Yarrington Road, owned by FM 158 Land, Ltd., a Texas limited partnership, and which is required for the construction of the proposed FM 110 North roadway improvements, and take other appropriate action. Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

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 Yellow Stone. Possible discussion and/or action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	February 15, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
M. Kennedy	BECERRA	N/A

SUMMARY

Summary to be provided in Executive Session.