

**Commissioners Court March 29, 2022
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **29th day of March 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	4-5	Adopt a Proclamation recognizing Lights Out Hays County Months to the Hays County Friends of the Night Sky. BECERRA
2	6	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

CONSENT ITEMS

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

3	7	Approve payments of County invoices. VILLARREAL-ALONZO
4	8	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
5	9	Approve Commissioners Court Minutes of March 8, 2022 and March 22, 2022. BECERRA/CARDENAS
6	10	Approve the payment of the March 31, 2022 payroll disbursements in an amount not to exceed \$4,100,000.00 effective March 31, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
7	11	Authorize an amendment for \$1000.00 to the Transportation Departments operating budget for travel expenditures related to County business. SHELL/BORCHERDING
8	12-14	Authorize the County Judge to execute a renewal Service Agreement with Smiths Detention, Inc. in the amount of \$8,938.00 for the general maintenance, inspection, and repairs of the industrial X-Ray security scanners located at the Hays County Government Center. INGALSBE/T.CRUMLEY
9	15-19	Approve the Joint Election Agreements for local political subdivisions that will run jointly with the Constitutional Amendment Election on May 7, 2022. INGALSBE/DOINOFF
10	20-21	Adopt a revision to the Election Fee Schedule for Security at Central Court. INGALSBE/DOINOFF
11	22	Approve and confirm the appointment of Dave Austin Dykes as a regular full-time Deputy Constable in the Hays County Constable Precinct 2 Office effective April 1, 2022. JONES/TORRES
12	23-40	Accept the Fiscal Year 2021 Hays County Emergency Services District #4 Audit Report per Texas Health and Safety Code 775.082. SHELL/VILLARREAL-ALONZO
13	41-45	Approve Utility Permits. JONES/BORCHERDING
14	46-48	Authorize payment to Longhorn Truck Rental in the amount of \$719.18 for truck use during elections to deliver equipment in which no purchase order was issued as required per the Hays County Purchasing Policy. SHELL/DOINOFF
15	49-54	Authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for 1800 Apartments, located in San Marcos, Hays County, Texas. INGALSBE
16	55-60	Authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Legacy Senior Residences, located in Caldwell County, Texas. BECERRA

17	61	Authorize the Building Maintenance Department to utilize insurance proceeds for repairs to signage located at the Elections Building and amend the budget accordingly. SHELL/T.CRUMLEY
18	62	Approve out-of-state travel using salary savings to send Lt. Jeffrey Spencer, Sgt. Ryan Hayden, Sgt. Pete Chaney, Cpl. David Marshall, Cpl. Brian Wahlert and Deputy Matthew Hales to National Police Week on May 11-17, 2022, in Washington, D.C., and amend the budget accordingly. SMITH/CUTLER
19	63-72	Authorize the Hays County Judge to execute the First Amended and Restated Agreement to Provide Joint Funding for the Provision of Youth Service between Hays County, the City of San Marcos, Texas State University and the San Marcos Consolidated Independent School District (Core 4) which will extend the term of the agreement until January 25, 2023. BECERRA/SMITH
20	73-74	Authorize payment to Eckmann Groll, Inc. for appraisal services on the CR 266 Road Project in which no purchase order was issued as required per the Hays County Purchasing Policy. INGALSBE
21	75-76	Approve extension of RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 91 days (June 30, 2022). BECERRA/RICHEY
22	77-80	Approve renewal of IFB 2019-B02 Road Building Materials - General Road Construction with Brauntex Materials, LLC., Colorado Materials, Ltd., and Industrial Asphalt, LLC. BECERRA/BORCHERDING
23	81-82	Authorize the Fire Marshal to accept LEOSE Funds distributed from the State Comptroller and amend the budget accordingly. BECERRA/MIKE JONES
24	83-85	Authorize the acceptance of \$4,389.50 of supplemental grant funds from the Office of the Governor, Criminal Justice Division, General Victim Assistance program for the Hays County Victim Assistance Coordinator. BECERRA/T.CRUMLEY/MAU
25	86-88	Authorize the acceptance of \$5,328.34 of supplemental grant funds from the Office of the Governor, Criminal Justice Division, General Victim Assistance program for the Hays County Victim Assistance Coordinator for the Family Justice Center. BECERRA/T.CRUMLEY/MAU
26	89-90	Authorize the Hays County Office of Emergency Services to use American Rescue Plan Funds in the amount of \$639.93 to purchase a 6-bay radio charger and in addition use \$5,362.50 to upgrade 16 handheld radios to have VHF capabilities. BECERRA/MIKE JONES

ACTION ITEMS

ROADS

27	91-92	Discussion and possible action to call for a public hearing on April 12, 2022 to establish a 4-way stop location on Main Street at the intersection with Campo Del Sol Parkway near Sunfield subdivision, per a recent traffic study. JONES/BORCHERDING
28	93	Discussion and possible action to approve the selection of BGE Inc. to serve as the General Engineering Consultant (GEC) for the study of a proposed extension of SH45 Southwest from FM 1626 to IH35; and to authorize staff and General Counsel to negotiate a contract. SMITH/JONES/BORCHERDING
29	94-101	Discussion and possible action to accept the Site Improvement Performance Bond No. 800132287 in the amount of \$660,477.10 for street excavation, drainage, and erosion control improvements in the Caliterra Subdivision, Phase 4, Section 12. SMITH/BORCHERDING

SUBDIVISIONS

30	102-105	PLN-1887-NP; Discussion and possible action regarding the final plat for the Martinez Place Subdivision (1 Lot). SHELL/PACHECO
31	106-114	PLN-1759-NP Anthem Phase 4 Preliminary Plan (110 Lots). Discussion and possible action to approve preliminary plan. SMITH/PACHECO

MISCELLANEOUS

32	115	Discussion and possible action to accept the Fiscal Year 2021 Hays County Annual Comprehensive Financial Report as audited by ABIP, PC Certified Public Accountants. VILLARREAL-ALONZO
33	116-117	Discussion and possible action to review and approve a preliminary Hays County budget calendar for Fiscal Year 2023. VILLARREAL-ALONZO
34	118	Discussion and possible action to authorize the Sheriff's Office to hire a Budget Coordinator, slot 0027-001 at the 50th percentile effective 4/1/22. SHELL/CUTLER
35	119-121	Discussion and possible action to authorize the Transportation Department to hire a Road Maintenance Lead, slot 1055-007 at the 25th percentile effective April 4, 2022. INGALSBE/BORCHERDING
36	122	Discussion and possible action to award contract for RFQ 2022-Q01 Onion Creek Watershed Hydraulic Study to Halff Associates, Inc.; and authorize staff and General Counsel to negotiate a contract to be brought back to court for approval and final contract award. SMITH/JONES/PACHECO

37	123-127	Discussion and possible action to authorize the County Judge to execute an Interlocal Cooperative Agreement between Hays County and the City of Buda for contracts procured by the Hays County Purchasing Department. BECERRA/VILLARREAL-ALONZO
38	128	Discussion and possible action regarding the previously approved Interlocal Agreement between Hays County and the City of Kyle regarding the City of Kyle Tax Increment Reinvestment Zone No.3 (TIRZ 3). SHELL/KENNEDY

WORKSHOP

39	129	Review of the Hays County compensation practices and discussion related to the approach going forward, including identification of the goals of the current salary study being conducted by the Human Resources Department. SHELL/MILLER
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EXECUTIVE SESSIONS

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

40	130	Executive Session pursuant to Sections 551.071 of the Texas Government Code: consultation with counsel regarding project(s) related to the Economically Distressed Areas Program, as conducted by the Texas Water Development Board. JONES
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STANDING AGENDA ITEMS

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

41	Discussion and possible action related to the burn ban. BECERRA
42	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
43	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
44	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 25th day of March, 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

Proclamation recognizing Lights Out Hays County Months to the Hays County Friends of the Night Sky.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

BECERRA

N/A

SUMMARY

Hays County Friends of the Night Sky are working together with Hays County to advocate for the Lights Out Program, which is run statewide by Texas by Nature, First Lady Laura Bush's organization and by Texas Audubon.



PROCLAMATION RECOGNIZING LIGHTS OUT HAYS COUNTY MONTHS

WHEREAS, Lights Out Texas is a statewide initiative that aims to raise awareness of the risk light pollution poses to birds and to ask businesses, residents, and governments to turn off non-essential lights at night from 11 p.m. to 6 a.m. during spring migration from March 1 – June 15 and fall migration from August 15 – November 30; and

WHEREAS, Hays County is joining an international Lights Out effort and a collaborative effort across Hays County by proposing and implementing a simple solution to dramatically reduce hazards to migrating birds, allowing them to safely proceed with their journeys during critical migration periods; and

WHEREAS, more than one billion birds die annually in the United States in collisions with buildings, each year, nearly two billion birds travel through the State of Texas, mostly at night; and

WHEREAS, light pollution, from our non-shielded rural and urban lights, both residential and commercial, combined with the enormous bird migration, creates a particularly hazardous environment; and

WHEREAS, birds are important to the Texas economy and our Hays County Birding Trail attracts tourist and local birders who contribute to the economy in Hays County; and

WHEREAS, turning out non-essential lights also provides additional benefits such as reducing electricity consumption, saving money, and reducing pollution associated with power production; and

WHEREAS, Hays County citizens care about protecting wildlife and the environment. The Lights Out Program supports other local activities such as Hays County Master Naturalist, the International Dark Sky Community designations, Adult and Jr. Birding Clubs, Hays County Friends Night Sky, and the Wimberley Valley Dark Sky Committee. It will help Hays County qualify for grants to support Nature Tourism benefiting our local economy; and

WHEREAS, birds help control the population of pest insects, are essential to the ecology of our planet, provide ecosystem services, act as benchmarks for environmental health, increase livability, and connect people of all ages and abilities to the natural world.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court proclaims

1. March through June 15, 2022, and August 15 through November 2022 shall hereafter be known as "Lights Out Hays County" months in the county of, Hays County, Texas

2. Hays County shall work with the collaborative team organized by Hays County Friends of the Night Sky to provide information to the public about the Lights Out Hays County campaign, the impacts of lights on bird migration, and the benefits of reducing light pollution and energy consumption.

ADOPTED THIS THE 29TH DAY OF MARCH 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

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

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

BECERRA

N/A

SUMMARY

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

Approve payment of County invoices.

ITEM TYPE

CONSENT

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE

CONSENT

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioners Court Minutes of March 8, 2022 and March 22, 2022.

ITEM TYPE

CONSENT

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

CARDENAS

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Minutes sent separately to the Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of the March 31, 2022 payroll disbursements in an amount not to exceed \$4,100,000.00 effective March 31, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 29, 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 March end of month payroll disbursements not to exceed \$4,100,000.00.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize an amendment for \$1000.00 to the Transportation Departments operating budget for travel expenditures related to County business.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 29, 2022	N/A

LINE ITEM NUMBER

020-710-00.5501

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

An employee of the Transportation Department conducting County business uses his personal vehicle to travel to meetings and is requesting automobile mileage reimbursement. Funds are available within the operating budget for these expenses.

Budget Amendment:

Increase 020-710-00.5501 \$1,000.00

Decrease 020-710-00.5351 \$1,000.00

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 the County Judge to execute a renewal Service Agreement with Smiths Detection, Inc. in the amount of \$8,938.00 for the general maintenance, inspection, and repairs of the industrial X-Ray security scanners located at the Hays County Government Center.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 29, 2022	\$8,938

LINE ITEM NUMBER

001-695-00.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

SUMMARY

CWOP/Building Maintenance is requesting the renewal of the annual Smiths Detection maintenance and repair agreement for the annual inspection, cleaning, and calibration of the two X-Ray security scanners installed at the Hays County Government Center.

Additionally, the department is requesting a waiver from the County Purchasing Policy requiring three quotes. Smiths Detection is the manufacturer and provider of the machines, therefore, maintains the equipment for the integrity of the component parts. Funding for this renewal has been identified in the FY22 Building Maintenance Operating Budget.

Attachment:

Smiths Detection, Inc. Service Agreement

Service Quotation

smiths detection

bringing technology to life

Smiths Detection
2202 Lakeside Blvd
Edgewood Maryland 21040
USA
T -

Valid from Date Sold to No. Sold to name Sold to address Phone No. Fax No. Email	03/17/2022 Valid to 06/17/2022 03/18/2022 315611 HAYS COUNTY 712 South Stagecoach Trail SAN MARCOS Texas 78666 USA 512-393-2271 512-393-7836	Quotation No. Smiths Contact Person Phone No. Fax No. Email	20129189 Anthony DeCesaris (410) 652-8937 (410) 510-9500 anthony.decesaris@smiths-detection.com
Ship to No. Ship to name Ship to address Phone No. Fax No. Email	315611 HAYS COUNTY 712 South Stagecoach Trail SAN MARCOS Texas 78666 USA 512-393-2271 512-393-7836	Terms of Delivery Payment Terms	 Z009 Net 30
Equipment Material Serial No. Quantity	 1	Planned Service Warranty Service Contract	 - - -

Item No.	Material Information		Qty	UoM	Unit Price	Total Unit Price	Curr
10	Material No.	6040-1PMCMS	2.000	EA	4469.00	8938.00	USD
	Material Description	ON-SITE (36 HRS) W/ ANNUAL PMI/RAD					

Total Unit Price	8938.00
Grand Total	8938.00

The grand total price of our quotation does not include pricing for alternatives and/or options

Service Quotation

smiths detection

bringing technology to life

Smiths Detection
2202 Lakeside Blvd
Edgewood Maryland 21040
USA
T -

Valid from	03/17/2022 Valid to 06/17/2022	Quotation No	20129189
Date	03/18/2022	Customer Reference No.	
Sold to No.	315611	Customer Reference Date	
Sold to name	HAYS COUNTY	RMA No.	
Sold to address	712 South Stagecoach Trail SAN MARCOS Texas 78666 USA		
Equipment		Planned Service	-
Material		Warranty Details	
Serial No.			-
Quantity	1	Contract Details	-

Additional Remarks

ON-SITE (36 HRS) W/ ANNUAL PMI/RAD

Contract start: 04/1/2022 to Contract end: 03/31/2023

HS 6040ds S/N 110897 & 110899

ON-SITE SERVICE AGREEMENT

- On-Site Service Coverage - 8:00a.m. - 5:00p.m. Monday - Friday Excluding Holidays
- Typical Response Time: Within 36 hours
- Includes All Labor, Travel Time and Travel Expenses
- Includes All Replacement Parts Required
- 24/7/365 Call Center Technical Support
- One Annual Preventive Maintenance Inspection (PMI)
- Complete Operational and Calibration Procedure Performed
- Valued Customer Status - 15% Discount On Instructor-led Training

Standard Terms and Conditions

This sale is subject to Smiths Detection Terms and Conditions of service and sale. All other terms and conditions are hereby expressly rejected.

Smiths Detection terms and conditions are available on our website:
<https://www.smithsdetection.com/terms-conditions/terms-conditions-us/>

Customer acknowledge (sign):

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

Approve the Joint Election Agreements for local political subdivisions that will run jointly with the Constitutional Amendment Election on May 7, 2022.

ITEM TYPE

CONSENT

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jennifer Doinoff

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Approve the Joint Elections Agreements with:

City of Hays
City of Austin
Hays Consolidated Independent School District
San Marcos Consolidated Independent School District
Dripping Springs Independent School District

JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND SAN MARCOS CISD

This Joint Election Agreement ("Agreement") is entered into on the 14th day of February, 2022, between the **San Marcos Consolidated Independent School District**, (the "SMCISD") **631 Mill Street, San Marcos, TX 78666** and Hays County (the "County"), 712 S. Stagecoach Trail, Suite 1012, San Marcos, Texas 78666, collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

Section 1. *Scope of Agreement.* SMCISD enters into this Agreement for the conduct of the elections to be held from January 2022 through July 2022.

Section 2. *Appointment of Election Officer.* SMCISD appoints the Hays County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for any election from January 2022 through July 2022.

Section 3. *Early Voting Polling Locations.* To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, SMCISD agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 as the main early voting polling place for SMCISD. Furthermore, SMCISD agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. *Voting by Mail Ballot.* SMCISD and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for SMCISD.

Section 5. *Election Day Polling Locations.* Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of SMCISD.

Section 6. *Election Day.* On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period of time prescribed by the Texas Election Code. The County agrees to furnish SMCISD with copies of any election documents upon the SMCISD's request at no charge.

Section 7. Use of Common Ballot. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The USB ("USB") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas and the USB'S will remain in the Hays County Election Administrator's custody, except that the County agrees to provide SMCISD with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which SMCISD may be a party. The County agrees to maintain custody of the USB'S containing the voted ballots for the period of time prescribed by the Texas Election Code. All USB'S that are not placed in active voting equipment will remain locked in the Officers' office. USBs will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 8. Reporting of Returns. The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to SMCISD via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections as soon as reasonably possible.

Section 9. Cost Sharing. SMCISD agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County -	135,000	$135,000/255,000=$	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	$100,000/255,000=$	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	$20,000/255,000=$	7.84% of total cost
Aggregate Registered Voters -	255,000		

\$1,000 dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

Section 10. *Amendments.* This Agreement may not be amended or modified except in writing and executed by both SMCISD and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. *Effective Date.* This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on January 1, 2022 and end on July 31, 2022.

Section 12. *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 Contract, 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 war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event") whether foreseeable or unforeseeable by the 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, or, when applicable, on the next available dates under the Texas Election Code.

Section 13. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this

Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 14. Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator
Government Center
712 South Stagecoach Trail Suite 1012
San Marcos, Texas 78666

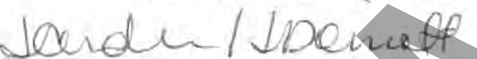
San Marcos CISD
Superintendent
631 Mill Street
San Marcos, TX 78666

Section 15. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

Section 16. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this 14th day of February, 2022

Hays County Elections Administrator



Jennifer Anderson
Elections Administrator

San Marcos CISD



Michael Cardona
Superintendent

Attest:

Attest:



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 revision to the Election Fee Schedule for Security at Central Count.

ITEM TYPE

CONSENT

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

Fund 002

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Jennifer Doinoff

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Senate Bill 1, Article 3 provides that the general custodian of records must post a licensed peace officer to ensure the security of ballot boxes containing voted ballots throughout the period of tabulation at the Central Counting Station. Due to the increased time mandated and short staff of law enforcement agencies, we have employed the Precinct One Constables Office to fulfill this statutory obligation.

The regular off duty pay for a licensed peace officer is \$70 per hour. We are asking the court to increase the security pay for elections to \$70 per hour for Non-Hays County Security Officers, current Hays County Officers will be paid at current rate of pay plus any accrued overtime; and approve the revised rates for the Primary 2022 election.

THE COUNTY OF HAYS

Elections/Voter Registration
712 S. Stagecoach Trail, Ste. 1045
San Marcos, TX 78666-7751



Phone: (512) 393-7310

Fax: (512) 393-7315

www.co.hays.tx.us

Jennifer Anderson
Elections Administrator/Voter Registrar

ELECTION FEES

<u>EQUIPMENT</u>	<u>FEES</u>
Equipment Rental:	\$175 (\$5)
Public Notice for Testing:	\$150
Election Kits:	\$175
Equipment Transport (Truck Rental)	Actual Cost
Election Judges	\$12/hr
Alternate Judges	\$12/hr
Election Clerks	\$11/hr
Early Voting Clerks	\$12/hr
Judge Delivery Fee	\$25 (\$15)
Central Count Personnel	\$12/hr
Early Voting Ballot Board	\$12/hr
Training Fee	\$11/hr
Security Central Count (Non-Hays County Security Officers)	\$70/hr
Hays County Security Officers (current rate of pay plus any accrued overtime)	TBD
Tabulation Supervisor	\$25/hr

VOTING HISTORY

General Elections (All Pcts) (Hard Copy)	\$15.00
General Elections (All Pcts – emailed/disk/Dropbox)	\$ 5.00

MISCELLANEOUS

Copies (per page)	\$.10
CD-RW Disk	\$1.00

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve and confirm the appointment of Dave Austin Dykes as a regular full-time Deputy Constable in the Hays County Constable Precinct 2 Office effective April 1, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 29, 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
Constable Michael Torres	JONES	N/A

SUMMARY

Pursuant to Local Government Code Chapter 86, Subchapter B 86.011 (a) The Commissioner's Court shall approve and confirm the appointment of a Deputy Constable.

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.

- (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.
- (b) Each deputy constable must qualify in the manner provided for deputy sheriffs.
- (c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.
- (d) A person commits an offense if the person:
- (1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or
 - (2) is a constable and issues a deputyship without the consent and approval of the commissioners court.
- (e) An offense under Subsection (d) is punishable by a fine of not less than \$50 or more than \$1,000.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept the Fiscal Year 2021 Hays County Emergency Services District #4 Audit Report per Texas Health and Safety Code 775.082.

ITEM TYPE

CONSENT

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Marisol Villarreal-Alonzo

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

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



FILED
HAYS COUNTY, TEXAS
at 2:09 o'clock P M.

FEB 22 2022

Elaine H. Cardenas
COUNTY CLERK

Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

**HAYS COUNTY EMERGENCY
SERVICES DISTRICT #4**

**INDEPENDENT AUDITOR'S REPORT
AND
FINANCIAL STATEMENTS**

SEPTEMBER 30, 2021

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

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Montemayor Britton Bender PC
CERTIFIED PUBLIC ACCOUNTANTS

Board of Fire Commissioners
Hays County Emergency Services District #4

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying financial statements of the governmental activities and general fund of the Hays County Emergency Services District #4 (District), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

2110 BOCA RATON DRIVE
BUILDING B, SUITE 102
AUSTIN, TEXAS 78747
PHONE: 512.442.0380
FAX: 512.442.0817
www.montemayor.team



Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the general fund of the District as of September 30, 2021, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 6 and the budgetary comparison information on pages 15 to be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Montemayor Britton Bender PC

January 26, 2022
Austin, Texas

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

MANAGEMENT'S DISCUSSION AND ANALYSIS

The following is a narrative overview and analysis of the financial activities of the Hays County Emergency Services District #4 ("the District") for the year ended September 30, 2021. Please read it in conjunction with the District's financial statements, which follow this section.

Financial Highlights

- The District's property tax revenues for the year were \$1,466,419, an increase of \$142,134 over prior year.
- The District's fiscal year sales tax revenue totaled \$636,670, a decrease of \$12,351 from over the prior year.
- The District incurred an increase in net position of \$816,448 for the year.
- Current and other assets amounted to \$3,356,522 at September 30, 2021, which represented an increase of \$777,269 over the \$2,579,253 balance at September 30, 2020.
- Capital assets increased by \$22,300, due to additions of firefighting equipment, furniture and equipment and construction in progress of \$128,539, offset by depreciation expense of \$106,239.

Overview of the Financial Statements

This annual report consists of three parts—*management's discussion and analysis* (this section), the *basic financial statements*, and *required supplementary information*. The *basic financial statements* include two kinds of statements that present different views of the District. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances in a manner similar to a private sector business reporting on a full accrual basis of accounting.

The *Statement of Net Position* presents information on all of the District's assets and liabilities, with the difference between the two reported as net position. Increases or decreases in net position may serve as a useful indicator of whether the financial position of the District has improved or deteriorated.

The *Statement of Activities* presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (example: property taxes assessed but uncollected as of 31 days after year-end).

Because the District's principal source of revenue is property and sales taxes, the government-wide financial statements are grouped into one function that is supported by taxes (governmental activities).

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control and account for resources that have been segregated for specific activities or objectives. The District, like other state and local

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

MANAGEMENT'S DISCUSSION AND ANALYSIS

governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal or contractual requirements. The District has one fund, the General Fund.

Governmental Funds: The General Fund is used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, the governmental funds financial statements focus on current fiscal year cash inflows and outflows, as well as balances of resources available for spending at the end of the fiscal year. Such information may be useful in evaluating the District's recent financing requirements.

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

Government-Wide Financial Analysis

Net position may serve as a useful indicator of the District's financial position. The District's net position (assets plus deferred outflows less liabilities and deferred inflows) was \$4,072,900 as of September 30, 2021. Capital assets, net of depreciation and related debt, accounted for \$229,069 or 6% of the total net position. The District has \$600,000 in unspent proceeds from debt held in restricted short-term assets, that is restricted for the use of construction that is anticipated to be completed in fiscal 2022. Capital assets reflect the large investments in facilities and equipment that are necessary to provide adequate fire suppression, rescue operations and a First Responder Organization (FRO) supporting local EMS services to the community. \$3,243,831 of net position is unrestricted and available to meet the District's ongoing obligations to citizens and creditors. Governmental activities account for all of the changes in net position at the government-wide reporting level as the District has no business-type activities. The tables below summarize the financial position of the District at September 30, 2021 and 2020 and the results of operations for the same years ended.

<u>Assets</u>	<u>9/30/2021</u>	<u>9/30/2020</u>
Current and other assets	\$3,356,522	\$2,579,253
Restricted short-term investments	600,000	0
Capital assets, net of accumulated depreciation	<u>829,069</u>	<u>806,769</u>
Total assets	<u>4,785,591</u>	<u>3,386,022</u>
<u>Liabilities</u>		
Current and other liabilities	92,825	56,087
Long-term liabilities	<u>619,866</u>	<u>73,483</u>
Total liabilities	<u>712,691</u>	<u>129,570</u>
<u>Net position</u>		
Net investment in capital assets, net of debt	229,069	806,769
Restricted	600,000	0
Unrestricted	<u>3,243,831</u>	<u>2,449,683</u>
Total net position	<u>\$4,072,900</u>	<u>\$3,256,452</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

MANAGEMENT'S DISCUSSION AND ANALYSIS

<u>Revenues</u>	<u>9/30/2021</u>	<u>9/30/2020</u>
Property taxes	\$1,466,419	\$1,324,285
Sales taxes	636,670	649,021
Other	19,409	30,286
Total revenues	<u>2,122,498</u>	<u>2,003,592</u>
 <u>Expenses</u>		
Fire and emergency services	1,199,811	885,946
Depreciation	106,239	125,728
Interest expense	0	792
Total expenses	<u>1,306,050</u>	<u>1,012,466</u>
 Change in net position	816,448	991,126
Net position, beginning	<u>3,256,452</u>	<u>2,265,326</u>
Net position, ending	<u>\$4,072,900</u>	<u>\$3,256,452</u>

Financial Analysis of the Governmental Fund

The focus of the District's Governmental Fund is to provide information on near-term inflows and outflows and on resource balances available for spending. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance serves as a useful measure of the District's net resources available for spending at fiscal year-end.

During the fiscal year ending September 30, 2021, the District's only Governmental Fund was the General Fund, and it reported ending fund balance of \$3,886,558, an increase of \$1,389,860 over the year-ended September 30, 2020. The District's ending fund balance was \$3,886,558, of which \$3,179,381 was unencumbered and available for spending at the District's discretion.

General Fund Budgetary Highlights

General Fund revenues were \$398,689, or 23%, over budget, due primarily to \$336,670 more than anticipated sales tax revenues and \$52,210 more than anticipated property tax revenues, as well as \$600,000 in proceeds from debt that was not budgeted. Expenses for the General Fund were \$391,171 less than budget, a variance of (23%). The budget variance resulted primarily from most expenses being less than anticipated; wages and benefits (\$135,808), professional services (\$10,579), uniforms (\$12,755), communications (\$17,106), insurance (\$26,711), training (\$29,300), supplies and equipment (\$16,451), utilities (\$6,858) and capital outlay (\$143,461). Appraisal district and tax collection fees were over budget by \$20,121. The variances in all other line items combined was not significant.

Capital Assets

The District's capital assets at September 30, 2021, net of accumulated depreciation, totaled \$829,069. The current year increase of \$22,300 reflects capital outlay of \$128,539 offset by depreciation expense of \$106,239.

Economic Factors, Future Years' Budgets and Tax Rates

The October 2021 assessed valuation increased by approximately 11% compared to the October 2020 assessment. The tax rate of \$.05 per \$100 of assessed valuation for fiscal year 2021-2022 remained the same.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

MANAGEMENT'S DISCUSSION AND ANALYSIS

The tax levy for fiscal year 2021-2022 is expected to provide an approximately \$110,000 increase in property tax revenues for the next fiscal year. Additionally, the District collects sales tax revenues. The budget for fiscal 2022 sales taxes is \$420,000, however, monthly collections for the first four months of fiscal year 2021-2022 are approximately \$231,000.

The District considers many factors when approving budgets for the next year's fiscal activities. With increased tax revenues, the District's budget for operating expenses is expected to increase a proportional amount to support increased services.

Request for Information

This financial report is designed to provide a general overview of the finances of the District for all parties with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Hays County Emergency Services District #4
P.O. Box 1312
Wimberley, TX 78676

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4
STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET

SEPTEMBER 30, 2021

	General Fund	Adjustments (Note 10)	Statement of Net Position
ASSETS			
Cash	\$ 6,974		\$ 6,974
Short-term investments	3,194,598		3,194,598
Sales taxes receivable	110,856		110,856
Property taxes receivable	30,756		30,756
Prepays	13,338		13,338
Restricted short-term investments	600,000		600,000
Capital assets:			
Land and construction in progress	-	119,503	119,503
Capital assets, net of depreciation	-	709,566	709,566
	-		829,069
	<u>\$ 3,956,522</u>		<u>4,785,591</u>
LIABILITIES			
Accounts payable	\$ 4,465		4,465
Accrued liabilities	34,743		34,743
Long-term liabilities:			
Due within 1 year: note payable		53,617	53,617
Due in more than 1 year:			
Note payable	-	546,383	546,383
Accrued leave	-	73,483	73,483
	<u>39,208</u>		<u>712,691</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	<u>30,756</u>	(30,756)	-
	<u>30,756</u>		-
FUND BALANCES/NET POSITION			
FUND BALANCES			
Nonspendable	13,338	(13,338)	
Committed for construction	600,000	(600,000)	
Assigned for capital assets	93,839	(93,839)	
Fund balance - unassigned	<u>3,179,381</u>	(3,179,381)	
	<u>3,886,558</u>	(3,886,558)	
	<u>\$ 3,956,522</u>	(3,956,522)	
NET POSITION			
Net investment in capital assets		229,069	229,069
Restricted for construction		600,000	600,000
Unrestricted		3,243,831	3,243,831
			<u>\$ 4,072,900</u>

The accompanying notes are an integral part of this financial statement presentation

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT
OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
YEAR ENDED SEPTEMBER 30, 2021

	General Fund	Adjustments (Note 10)	Statement of Activities
EXPENDITURES/EXPENSES:			
Current service operations:			
Wages and benefits	\$ 888,750		\$ 888,750
Insurance	67,467		67,467
Station repairs and maintenance	64,328		64,328
Appraisal and tax collection fees	35,121		35,121
Office and administrative	30,181		30,181
Supplies and equipment	23,924		23,924
Professional services	22,421		22,421
Communications	17,994		17,994
Training	16,750		16,750
Uniforms	15,945		15,945
Utilities	13,842		13,842
Fire prevention and outreach	3,088		3,088
Depreciation	-	106,239	106,239
Capital outlay	128,539	(128,539)	-
	<u>1,328,350</u>		<u>1,306,050</u>
General revenues:			
Property taxes	1,462,131	4,288	1,466,419
Sales tax	636,670		636,670
Other	19,409		19,409
Total general revenues	<u>2,118,210</u>		<u>2,122,498</u>
REVENUE (UNDER)/OVER EXPENDITURES/ EXPENSES:	789,860		816,448
OTHER FINANCING SOURCES:			
Proceeds from debt	600,000	(600,000)	-
NET CHANGE IN FUND BALANCE/NET POSITION	1,389,860		816,448
BEGINNING FUND BALANCE/NET POSITION	<u>2,496,698</u>		<u>3,256,452</u>
ENDING FUND BALANCE/NET POSITION	<u>\$ 3,886,558</u>		<u>\$ 4,072,900</u>

The accompanying notes are an integral part of this financial statement presentation

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION

The Wimberley Rural Fire Prevention District #4 (the District) was established on August 22, 1983 for the purpose of providing fire suppression, rescue operations and a First Responder Organization (FRO) supporting local EMS services to the citizens of the District. The District is governed by a five-member Board of Fire Commissioners, which is appointed by the Hays County Commissioners Court.

The Texas Legislature passed a bill effective September 1, 2003 to require all fire prevention districts to change their name. The Wimberley Rural Fire Prevention District #4 changed its name to the Hays County Emergency Services #4. The District is not included in any other governmental reporting entity. Additionally, no other entity meets the requirements to be included in the District's financial statements.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to U.S. generally accepted accounting principles applicable to governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The following is a summary of the significant accounting policies.

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The District is considered a special purpose government under GASB Statement No. 34. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements to be prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the District's activities. The District services are supported primarily by property and sales taxes. The Statement of Activities demonstrates how the District used revenue and demonstrates how direct expenses of a given function are offset by program revenues.

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers all revenues available if they are collectible within 31 days after year-end. Expenditures are recognized in the accounting period in which the liability is incurred. Interest and tax revenues associated with the current fiscal year are considered susceptible to accrual and have been recognized as revenues in the current fiscal year. All other revenue is considered measurable and available only when cash is received by the District.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

NET POSITION

Net position represents the difference between assets, deferred outflows, liabilities and deferred inflows. Net position invested in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed.

FUND BALANCES

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District can establish limitations of the use of resources through either a commitment or an assignment. When both unassigned and committed or assigned funds are available for expenditure, committed or assigned funds are used first.

Nonspendable fund balances are amounts that cannot be spent because they are not in a spendable form or legally or contractually required to be maintained intact. Committed fund balances include amounts that can only be used for specific purposes determined by a formal action of the Board or adoption of an ordinance. Limitations imposed by commitments remain in place until formal Board action is taken to remove the limitation. Amounts in the assigned fund balances are intended to be used by the District for specific purposes but do not meet the criteria to be committed. Assignments are generally temporary and do not require Board action to be taken to remove the assignment.

CAPITAL ASSETS

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

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Equipment	5-15 years
Vehicles	5-20 years
Office furniture	5-10 years
Building	20-30 years

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

The statement of net position and governmental funds balance sheet reports a separate section for deferred outflows of resources representing a consumption of net position that applies to a future period and is not recognized as an outflow of resources in the current period. The District's does not have any deferred outflows. The statement of financial position and governmental funds balance sheet reports a separate section for deferred inflows of resources representing an acquisition of net position that applies to a future period and is not recognized as an inflow of resources or revenue until that time. The District has one item which qualifies for reporting in this category- unavailable property tax revenue. These amounts are deferred and recognized as an inflow of resources in the period the amounts become available.

NOTE 3: DEPOSITS AND INVESTMENTS

At September 30, 2021, the carrying amount of the District's cash deposits was \$6,974 and the bank balance was \$24,045. All of the District's deposits were fully collateralized with securities held by the pledging financial institution. The Board of Fire Commissioners has authorized the District under a written investment policy to invest funds in compliance with V.A.T.C.S Government Code, Title 10, Chapter 2256 (the Public Funds Investment Act of 1993). Investment vehicles authorized by Chapter 2256 include, but are not limited to, certificates of deposit, obligations backed by the U.S. and state governments, and public fund investment pools. All investments at year end were held in certificates of deposit and money market savings accounts in the amounts of \$93,839 and \$3,700,759, respectively. These investments are short-term, highly liquid deposits that are carried at amortized cost, which approximates fair value. The District was in compliance with the requirements of Chapter 2256 and with its policy during the year.

NOTE 4: PROPERTY TAXES

The District has the authority to levy a tax to a maximum of \$0.05 per \$100 of value. Ad valorem taxes are levied each October 1 on the assessed valuation of all taxable property in the District. The tax rate for the October 1, 2020 levy was \$0.05 per \$100 of value. Taxes are due upon receipt of the bill and are delinquent if not paid before the first day of February in the year following levy. On January 1 of each year, a tax lien attaches to the property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are billed and collected by the Hays County Tax Assessor-Collector.

NOTE 5: BUDGET

The District adopts an annual budget for each fiscal year and amends the budget as needed during the year. There were no current year amendments. The District does not use an encumbrance system and appropriations lapse at the end of each fiscal year.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 5: BUDGET

Certain revenue and expenses were different than budgeted, resulting in a higher than budgeted fund balance. Primarily, property tax and sales tax revenues, as well as proceeds from debt were higher than budgeted, while operations expenditures and capital outlay were less than anticipated.

NOTE 6: CAPITAL ASSETS

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
<u>Capital assets not being depreciated:</u>				
Land	\$77,747	\$0	\$0	\$77,747
Construction in progress	<u>0</u>	<u>41,756</u>	<u>0</u>	<u>41,756</u>
	<u>77,747</u>	<u>41,756</u>	<u>0</u>	<u>119,503</u>
<u>Capital assets being depreciated:</u>				
Rescue equipment	17,226	0	0	17,226
Fire machinery and equipment	104,010	80,995	0	185,005
Office furniture and equipment	15,151	5,788	0	20,939
Firefighting and other equipment	408,040	0	0	408,040
Buildings and improvements	625,035	0	0	625,035
Vehicles	<u>1,214,355</u>	<u>0</u>	<u>0</u>	<u>1,214,355</u>
	<u>2,383,817</u>	<u>86,783</u>	<u>0</u>	<u>2,470,600</u>
<u>Accumulated depreciation:</u>				
Rescue equipment	(3,385)	(3,443)	0	(6,828)
Fire machinery and equipment	(22,799)	(12,406)	0	(35,205)
Office furniture and equipment	(6,976)	(2,365)	0	(9,341)
Firefighting and other equipment	(270,630)	(24,183)	0	(294,813)
Buildings and improvements	(354,760)	(20,389)	0	(375,149)
Vehicles	<u>(996,245)</u>	<u>(43,453)</u>	<u>0</u>	<u>(1,039,698)</u>
Total accumulated depreciation	<u>(1,654,795)</u>	<u>(106,239)</u>	<u>0</u>	<u>(1,761,034)</u>
Total capital assets, net	<u>\$806,769</u>	<u>\$22,300</u>	<u>\$0</u>	<u>\$829,069</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 7: LONG-TERM LIABILITIES

	<u>Original Issue</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Payments</u>	<u>Ending Balance</u>
#9601	<u>\$600,000</u>	9/3/31	2.457%	<u>\$0</u>	<u>\$600,000</u>	<u>\$0</u>	<u>\$600,000</u>

The note is secured by the District's sales tax revenues and has provisions that change the timing of repayment of outstanding amounts to become immediately due if the District defaults on its required payments.

Maturities of long-term debt as of September 30, 2021 are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$53,617	\$14,850	\$68,467
2023	54,944	13,523	68,467
2024	56,304	12,163	68,467
2025	57,697	10,770	68,467
2026	59,125	9,342	68,467
2027-2031	251,500	22,365	273,865
2032	<u>66,813</u>	<u>1,654</u>	<u>68,467</u>
	<u>\$600,000</u>	<u>\$84,667</u>	<u>\$684,667</u>

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Total</u>
Accrued leave	<u>\$73,483</u>	<u>\$13,130</u>	<u>(\$13,130)</u>	<u>\$73,483</u>

NOTE 8: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, theft, damage and destruction of assets, errors and omissions, injuries to employees and natural disasters. The District purchases commercial insurance to cover its general liabilities. There were no significant reductions in coverage in the past fiscal year and no settlements exceeding insurance coverage.

NOTE 9: PENSION PLAN

The District has a defined contribution benefit plan, a Simple IRA, for eligible employees. Eligible employees may make discretionary contributions to the Plan and the District matches contributions up to 3% of eligible compensation. The District's contribution for the fiscal year was \$55,886.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 10: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Fund balance - general fund	\$3,886,558
Increase net position for capital assets not reported in the fund financial statements	829,069
Taxes receivables deferred in the fund financial statements and not in the government-wide financial statements	30,756
Accrued leave not reported in the fund statements as it is not paid with current resources	(73,483)
Long-term note payable not reported in the fund statements as it is not paid with current resources	<u>(600,000)</u>
Net position - governmental activities	<u>\$4,072,900</u>
Net change in fund balance - governmental fund	\$1,389,860
Depreciation expense not recognized in the fund financial statements	(106,239)
Change in long-term taxes receivable deferred in the fund financial statements	4,288
Proceeds from debt recognized as other financing sources in the fund financial statements not reported in the government-wide financial statements	(600,000)
Capital outlays recognized as expenditures in the fund financial statements	<u>128,539</u>
Change in net position - governmental activities	<u>\$816,448</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4
BUDGETARY COMPARISON SCHEDULE - GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2021

	<u>Budget</u>	<u>Actual</u>	<u>Favorable/ (Unfavorable) Variance</u>
GENERAL REVENUES			
Property taxes	\$1,409,921	\$1,462,131	\$52,210
Sales taxes	300,000	636,670	336,670
Other	<u>9,600</u>	<u>19,409</u>	<u>9,809</u>
	<u>1,719,521</u>	<u>2,118,210</u>	<u>398,689</u>
EXPENDITURES			
Current service operations:			
Wages and benefits	1,024,558	888,750	135,808
Insurance	94,178	67,467	26,711
Station repairs and maintenance	60,505	64,328	(3,823)
Appraisal and tax collection fees	15,000	35,121	(20,121)
Office and administrative	36,455	30,181	6,274
Supplies and equipment	40,375	23,924	16,451
Professional services	33,000	22,421	10,579
Communications	35,100	17,994	17,106
Training	46,050	16,750	29,300
Uniforms	28,700	15,945	12,755
Utilities	20,700	13,842	6,858
Fire prevention and outreach	12,900	3,088	9,812
Capital outlay	<u>272,000</u>	<u>128,539</u>	<u>143,461</u>
	<u>1,719,521</u>	<u>1,328,350</u>	<u>391,171</u>
REVENUE (UNDER)/OVER EXPENDITURES	0	789,860	789,860
OTHER FINANCING SOURCES			
Proceeds from debt	<u>0</u>	<u>600,000</u>	<u>600,000</u>
NET CHANGE IN FUND BALANCE	0	1,389,860	1,389,860
BEGINNING FUND BALANCE	<u>2,496,698</u>	<u>2,496,698</u>	<u>0</u>
ENDING FUND BALANCE	<u>\$2,496,698</u>	<u>\$3,886,558</u>	<u>\$1,389,860</u>

See independent auditor's report.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE

CONSENT

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

Permit #:
TRN-2022-4606-UTL

Road Name:
Sunbright Blvd. (Bore/Road Cut)

Utility Company:
Crystal Clear SUD (Water)



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 3/21/2022 .

Utility Company Information:

Name: Texas Gas Service

Address: 9228 Tuscany Way Austin TX

Phone: 5122213510

Contact Name: Maria de la Ossa

Engineer / Contractor Information:

Name: MH Underground LLC

Address: TX

Phone:

Contact Name:

Hays County Information:

Utility Permit Number: TRN-2022-4605-UTL

Type of Utility Service: GAS

Project Description:

Road Name(s): SUN BRIGHT BLVD & VISTA GARDENS, , , , , ,

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 .

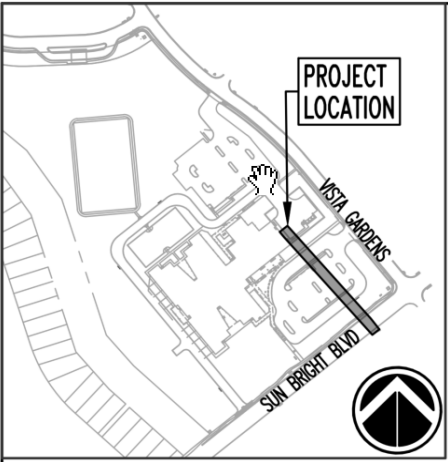


03/23/2022

Signature

Title

Date



LOCATION MAP
NOT TO SCALE



155 VISTA GARDENS NEW SERVICE MWO-2020-1001273943

PROJECT INFORMATION:

CITY OF BUDA GRID:
F6

MAPSCO:
763G

OWNER:
TEXAS GAS SERVICE

CONTACT:
AARON GARCIA
5613 AVENUE F
AUSTIN, TX 78751
OFFICE: (512) 407-1539
FAX: (512) 465-1104
email: aaron.garcia@onegas.com

SHEET INDEX

COVER SHEET (1-SERIES)	1
TEMPORARY TRAFFIC CONTROL (5-SERIES)	
STANDARD ROW NOTES	5-1
BARRICADING SUMMARY TABLE & SIDEWALK NOTE	5-2
STANDARD DETAILS	5-3-1 - 5-3-4
SPECIAL DETAILS	5-4
TRAFFIC CONTROL PLAN	5-5-1 - 5-5-3

* denotes sheets not included in this submittal



PROJECT LOCATION MAP
NOT TO SCALE



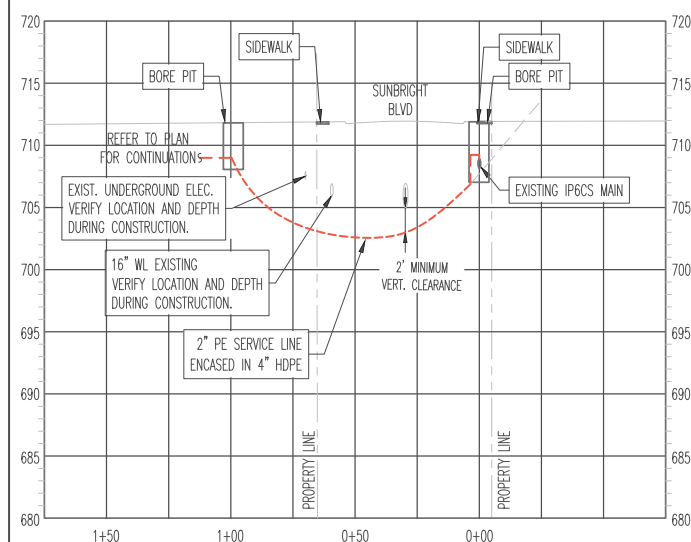
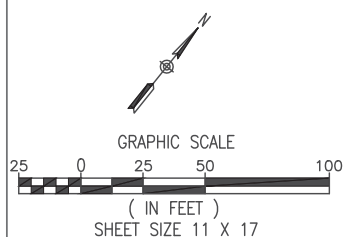
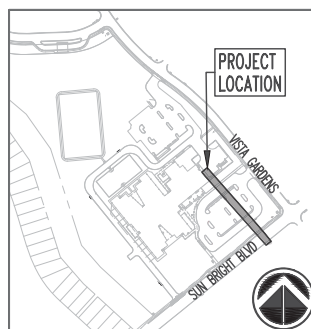
ENCO CONSULTING, INC
1100 LAKEWAY DR, STE 100
LAKEWAY, TEXAS 78734
PHONE: 512-261-3001
FAX: 512-261-7001
email: milan@enco.net

TX BOARD FIRM #F-6745



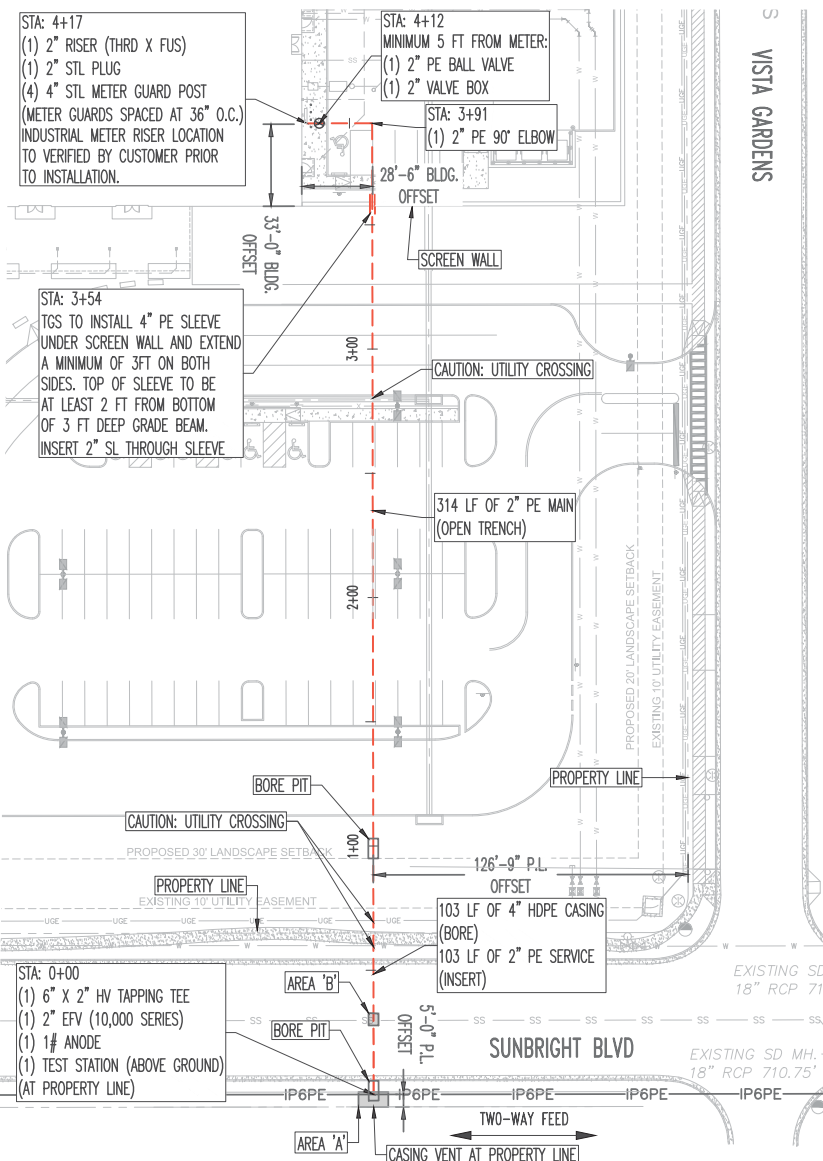
04/06/2021

SITE TRAFFIC CONTROL PLAN



NOTES:

GAS LINE PROFILE



LEGEND

NOTES

DRAWN BY	AARON G.	DATE	06/23/2020
CHECKED BY	S KIM	DATE	03/25/2021
SHEET		1 OF 2	

PRESSURE TEST TABLE
TEST DURATION: SERVICE
MAIN
TEST PRESSURE: SERVICE
MAIN
SYSTEM
MAOP: 60 PSI

MINIMUM 15 MINUTES
MINIMUM 60 MINUTES
MINIMUM 100 PSI
MAXIMUM 110 PSI

NOTE: THIS DRAWING IS THE PROPERTY OF TEXAS GAS SERVICE CORPORATION AND SHALL NOT BE TRACED, PHOTOGRAPHED, OR REPRODUCED IN ANY MANNER, NOR USED FOR ANY PURPOSE WHATSOEVER EXCEPT BY WRITTEN PERMISSION OF TGS. NOT VALID FOR CONSTRUCTION UNLESS CERTIFIED.



NEW COMMERCIAL SERVICE LINE 155 VISTA GARDENS DR BUDA, TX 78610			
WO NO.	CUE	MAP GRID NO.	REV.
2020-1001273943	N/A	E061	0

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to Longhorn Truck Rental in the amount of \$719.18 for truck use during elections to deliver equipment in which no purchase order was issued as required per the Hays County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 29, 2022	\$719.18

LINE ITEM NUMBER

002-655-00.5446

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jennifer Doinoff	SHELL	N/A

SUMMARY

These trucks were used to deliver election equipment for the Primary election. The initial quote for the truck rental was under the allowable amount. The trucks were needed an additional day, which caused the amount to exceed the \$500 allowable amount for not acquiring a purchase order.

LONGHORN CAR TRUCK RENTAL
14701 S INTERSTATE 35
BUDA, TX 78610
PH: (512)361-3060

Invoice 2-319563

Date: 03/02/2022

Invoice Date: 03/02/2022

ANYONE OVER MINIMUM AGE, .

PH:

HAYS COUNTY
ATTN:KIMBERLI ANDREWS
712 S STAGECOACH TRL, S-1071
SAN MARCOS, TX 78666

Policy #:

Claim #:

Date Of Loss:

RO Number:

PO Number:

Agreement Number: 2-319563

Company Number: 04147

Vehicle Number	Vehicle Type	Vehicle Plate	VIN	Date Rented	Date Returned
R8008	2019 ISUZU NPR-D	LHG9035	JALC4W163K7008397	02/28/2022 09:02 AM	03/02/2022 02:50 PM

3 Day(s) @83.00

Charged 3 Day(s)

Description	Amount
RATE CHARGE	249.00
MILEAGE CHARGE	28.80
OPEN ROAD TOLL SURCHARGE	15.00
SURCHARGE	4.11
10% STATE TAX	27.78
Total Charges	324.69

Company Total: 324.69

Company Payments: 0.00

Tax ID: 742132666

Net Due From Company: 324.69

Please Make Check Payable To and Remit To:

LONGHORN CAR-TRUCK RENTAL
14701 S INTERSTATE 35
BUDA, TX 78610

DUE UPON RECEIPT

Company Number: 04147

Agreement Number: 2-319563

ANYONE OVER MINIMUM AGE, .

Please Pay This Amount: 324.69

ENTERED
MAR 08 2022

Received In The Office

MAR 02 2022

Hays County Auditor

LONGHORN CAR TRUCK RENTAL
14701 S INTERSTATE 35
BUDA, TX 78610
PH: (512)361-3060

Invoice 2-319562

Date: 03/02/2022
Invoice Date: 03/02/2022

ANYONE OVER MINIMUM AGE, .

PH:

HAYS COUNTY
ATTN:KIMBERLI ANDREWS
712 S STAGECOACH TRL, S-1071
SAN MARCOS, TX 78666

Policy #:
Claim #:
Date Of Loss:
RO Number:
PO Number:
Agreement Number: 2-319562

Company Number: 04147

Vehicle Number	Vehicle Type	Vehicle Plate	VIN	Date Rented	Date Returned
R7876	2018 HINO 24 FT BOX	LHG7181	5PVNJ8JV5J4S69424	02/28/2022 08:13 AM	03/02/2022 02:57 PM

3 Day(s) @103.00

Charged 3 Day(s)

Description	Amount
RATE CHARGE	309.00
MILEAGE CHARGE	32.25
OPEN ROAD TOLL SURCHARGE	15.00
SURCHARGE	4.11
10% STATE TAX	34.13
Total Charges	394.49

Company Total: 394.49

Company Payments: 0.00

Tax ID: 742132666

Net Due From Company: 394.49

Please Make Check Payable To and Remit To:

LONGHORN CAR-TRUCK RENTAL
14701 S INTERSTATE 35
BUDA, TX 78610

DUE UPON RECEIPT

Company Number: 04147
Agreement Number: 2-319562
ANYONE OVER MINIMUM AGE, .

Please Pay This Amount: 394.49

Received In The Office

ENTERED
MAR 2 2022

MAR 03 2021

Hays County Auditor

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for 1800 Apartments, located in San Marcos, Hays County, Texas.

ITEM TYPE

CONSENT

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

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

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



March 21, 2022

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

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Bonds
(1800 Apartments), Series 2022

Dear Mr. Kennedy:

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

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

Although the Development will be constructed in the City of San Marcos, Texas, 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) requires a General Certificate from each sponsoring political subdivision of the Corporation to be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate.**

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please both signature pages for the General Certificate executed and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, March 20, 2022.

CAPITAL AREA HOUSING FINANCE
CORPORATION

A handwritten signature in black ink, appearing to read "M. John Trofa", is written over a horizontal line.

By

M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF HAYS COUNTY

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

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its multifamily housing revenue bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (1800 Apartments)" issued in one or more series (the "*Bonds*").

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

HAYS COUNTY, TEXAS

By _____
Judge Ruben Becerra

ATTEST

By _____
General Counsel, Hays County

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Legacy Senior Residences, located in Caldwell County, Texas.

ITEM TYPE

CONSENT

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

BECERRA

N/A

SUMMARY

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



March 21, 2022

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

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Bonds
(Legacy Senior Residences at San Antonio Street)

Dear Mr. Kennedy:


The Capital Area Housing Finance Corporation (the "*Corporation*") will issue the above captioned Bonds in an aggregate principal amount not to exceed \$31,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The development will be located in the City of Lockhart, Caldwell County (the "*Development*"). The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

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

Although the Development will be constructed in Caldwell County, Texas, 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) requires a General Certificate from each sponsoring political subdivision of the Corporation to be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate.**

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute both signature pages for the General Certificate and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, May 20, 2022.

CAPITAL AREA HOUSING FINANCE
CORPORATION

By 
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

HAYS COUNTY, TEXAS

By _____
Judge Ruben Becerra

ATTEST

By _____
General Counsel, Hays County

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Building Maintenance Department to utilize insurance proceeds for repairs to signage located at the Elections Building and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 29, 2022	\$15,498.07

LINE ITEM NUMBER

001-695-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Building Maintenance received insurance proceeds totaling \$15,498.07 and is requesting to budget those funds for required repairs. The funds are a result of the parking lot/street signage located at the Elections Building being destroyed by a driver crashing into the sign.

Budget Amendment:

Increase Misc Capital Improvements: 001-695-00.5741

Increase Compensation for Loss: 001-695-00.4680

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 using salary savings to send Lt. Jeffrey Spencer, Sgt. Ryan Hayden, Sgt. Pete Chaney, Cpl. David Marshall, Cpl. Brian Wahlert and Deputy Matthew Hales to National Police Week on May 11-17, 2022, in Washington, D.C., and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 29, 2022	Not to exceed \$10,500

LINE ITEM NUMBER

001-618-00.5501
001-618-03.5501

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

National Police Week occurs every May, and at this time, the Sheriff's Office is requesting approval of out-of-state travel for officers to attend the honoring of America's law enforcement community. The late Hays County Corrections Officer, James Henry, will have his name added to the Police Memorial Wall. The Honor Guard and correction officers attending will be representing the citizens of Hays County as our Nation honors Officer Henry and others who died in the line of duty throughout the United States.

The Sheriff requests the court to approve travel expenses, including airfare, hotel, per diem, and miscellaneous travel expenses not to exceed \$10,500. Funds within the operating budget are available due to attrition to fund this request.

Budget Amendment
Decrease Staff Salaries .5021
Increase Jail Travel 03.5501 \$3,500
Increase Sheriff's Office Travel 00.5501 \$7,000

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Hays County Judge to execute the First Amended and Restated Agreement to Provide Joint Funding for the Provision of Youth Service between Hays County, the City of San Marcos, Texas State University and the San Marcos Consolidated Independent School District (Core 4) which will extend the term of the agreement until January 25, 2023.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 22, 2022	\$20,000

LINE ITEM NUMBER

121-752-00.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	SMITH

SUMMARY

This agreement incorporates formerly approved portions of the agreement and extends the term of the prior agreement by one year. Funding commitment for this contract is available within the Tobacco Settlement Fund.

**FIRST AMENDED AND RESTATED
AGREEMENT TO PROVIDE JOINT FUNDING
FOR THE PROVISION OF YOUTH SERVICES**

As of February 2, 2021 (the “Effective Date”) the City of San Marcos (the “City”) and Texas State University (the “University”), San Marcos Consolidated Independent School District (the “SMCISD”), and Hays County enter into this First Amended and Restated Agreement to Provide Joint Funding for the Provision of Youth Services (the “Agreement”), for the creation and joint funding of a youth services director to administer youth services and programs on behalf of and for the mutual benefit of the parties to this Agreement.

I. RECITALS:

1.1. Pursuant to that certain Agreement to Provide Joint Funding for the Provision of Youth Services effective as of March 3, 2020 (the “Original Agreement”), the City, the University, SMCISD, and Hays County (hereinafter, the “Core 4” or the “Parties,” or individually, a “Party”) established a program for youth programming that will include information on the benefits of a post-secondary education and continuing education beyond a high school diploma. The Parties wish to amend the terms of the Original Agreement as set forth in this Agreement below.

1.2. The Core 4 wish to work cooperatively to create educational links between each of them in order to continue the Bobcat Promise and to foster better communications

1.3. The parties will appoint elected and/or executive level representatives to create the Core 4 Policy Group as follows: two members from Hays County, two members from the University, two members from SMCISD, and three members from the City. .

1.4 The parties will also appoint representatives to a working group known as the Core 4 Task Force (the “Task Force”), The Core 4 Task Force will consist of two representatives appointed by Hays County, the University and SMCISD and three representatives appointed by the City. The Task Force will provide oversight for ongoing collaborative youth services planning for San Marcos area youth, and provide recommendations for policy related items to the Core 4.

1.5. The Core 4 wish to jointly fund the creation of a youth services director (the “Director”) that will be responsible for administering and delivering programs for youth in the community and other related services agreed to by the Core 4. The Director will work with the Core 4 Task Force and will provide quarterly reports to the Core 4 Policy Group on the Task Force’s activities.

1.6. The Core 4 wish to designate the City as the Party responsible for contracting with Community Action, Inc. to provide the personnel to serve as the Director.

1.7. For the reasons stated above, and in consideration of the mutual covenants and promises contained herein, the parties enter into this agreement.

II. AGREEMENT

2.1. City Agreements. The City agrees to:

2.1.1. Subject to each Party's advance review and written approval, execute a contract with Community Action, Inc. to procure the services of and set the terms of compensation of the Director in an amount not to exceed \$90,000.00 for the wages or salary, and the cost of benefits for the person serving as the Director, plus an amount up to \$20,000.00 for associated administrative and program expenses, for a total contract amount not to exceed \$110,000.00.

2.1.2. Manage the contract with Community Action, Inc. and the day to day activities of the Director, and provide staff support to the Director for implementation of the Youth Master Plan.

2.1.3. Contribute funding toward the compensation to be paid to Community Action, Inc. under said contract for Director services with the City as follows: a) no less than 50 percent of the wages or salary, plus the cost of benefits paid to the person serving as the Director; and b) up to \$5,000.00 for associated administrative and program expenses, contingent on the availability of funding.

2.1.4. Deliver one or more invoices to the each of the Parties for payment of each Party's share (as described in paragraph 2.1.3) of amounts owed by the City under its contract with Community Action, Inc for the services of the Director.

2.1.5. Meet with the Core 4 Policy Group at least once annually,, to: a) establish the scope of work and compensation of Community Action, Inc. for the Director services to be contracted with the City; b) evaluate the performance of Community Action, Inc. under said contract; and c) set common goals, including the promotion of post-secondary educational opportunities, for the upcoming year's work.

2.1.6. Designate a representative authorized to act on the City's behalf in relation to the obligations under this Agreement.

2.2. University, SMCISD and Hays County Agreements: The University, SMCISD, Hays County agree to:

2.2.1. Each contribute funding toward the compensation to be paid to Community Action, Inc. under said contract for Director services with the City as follows: a) no less than one-third of the remaining 50 percent of the wages or salary, plus the cost of benefits paid to the person serving as the Director; and b) up to \$5,000.00 for associated administrative and program expenses, contingent on the availability of funding.

2.2.2. Each make such contributions by paying the City directly 15 days after the receipt of one or more invoices from the City for amounts owed by the City under its contract with Community Action, Inc for the services of the Director.

2.2.3. Meet with the Core 4 Policy Group at least once annually, to: a) establish the scope of work and compensation of Community Action, Inc. for the Director services to be contracted with the City; b) evaluate the performance of Community Action, Inc. under said contract; and c) set common goals, including the promotion of post-secondary educational opportunities, for the upcoming year's work.

2.2.4. Each designate a representative authorized to act on their behalf in relation to their respective obligations under this Agreement.

III. TERM

The term of this Agreement will commence on the Effective Date of hire of the Youth Services Director by Community Action, Inc. and will continue for two years unless sooner terminated in accordance with other terms of this Agreement.

For clarification: the term of this agreement expires January 25, 2023 as a Youth Services Director started on January 25, 2021.

IV. MISCELLANEOUS PROVISIONS

4.1. Cooperation. The Parties agree to cooperate with each other in good faith at all times during the term of this Agreement in order to achieve the purposes and intent of this Agreement. Each Party to this Agreement acknowledges and represents that this Agreement has been executed by its duly authorized representative.

4.2. Funding. The Parties acknowledge that funding under this Agreement will be made from current revenues legally available to each of the Parties.

4.3. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior understandings and agreements between the Parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by all Parties. No Party may assign this Agreement without the written consent of the other Parties.

4.4. Invalid Provisions; Severability. Should any provision in this Agreement be found or deemed invalid by a court of competent jurisdiction, this Agreement will be construed as not containing the provision and all other provisions that are otherwise lawful will remain in full force and effect, and to this end, the provisions of this Agreement are declared severable.

4.5. Applicable Law. This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.

4.6. Public Information Act. The 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 the Act.

4.7. Termination. Any Party may terminate this Agreement by giving at least 60 days' advance written notice of termination to the other Parties. In such event, the terminating Party shall remain responsible for payment to the City of its share of funding for any amounts due to Community Action, Inc. under its Youth Services Director contract with the City through the actual date such contract may be and is terminated by the City as a result of the Party's termination under this paragraph. After termination of this Agreement, each Party shall be reimbursed their respective share of any unexpended funds held by the City, if any.

4.8. Binding Effect; Assignment. This Agreement shall take effect immediately upon the Effective Date and shall inure to the benefit of and be binding upon the administrators, successors and assigns of the Parties. The City, the Parties will not assign or transfer any interest in this Agreement.

4.9. Limitation on Liability and Immunity. The Parties each reserve their applicable constitutional, statutory and common law rights, privileges, statutory limitations on liability, immunities and defenses.

4.9. Amendments. This Agreement, including appendices and referenced attachments represents the entire and integrated Agreement between the City, the University, SMCISD, and Hays County and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. This Agreement may be amended only by separate written instrument approved by the Parties.

4.10. Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered by email, hand-delivery, or by certified mail to the addresses for each Party as follows:

City of San Marcos:	Director of Parks and Recreation City of San Marcos 630 E. Hopkins San Marcos, Texas 78666 dwells@sanmarcostx.gov
---------------------	---

Texas State University:	Vice President for Finance and Support Services Texas State University 601 University Drive, JCK 920 San Marcos, TX 78666 ealgoe@txstate.edu
-------------------------	--

San Marcos Consolidated Independent School District:	Superintendent of Schools San Marcos CISD P.O. Box 1087 San Marcos, Texas 78666 michael.cardona@smcisd.net
---	--

Hays County:

Hays County Judge
Hays County
111 E. San Antonio St, Ste. 300
San Marcos, TX 78666
judge.becerra@co.hays.tx.us

A Party may change the address or contact information for notice by providing written notice of such change to the other Parties.

4.11. Original Agreement Superseded. Upon the Effective Date of this Agreement, the Original Agreement shall be and is hereby superseded by this Agreement and shall be of no further force or effect.

EXECUTED by the Parties to be effective as of the Effective Date first written above.

[SIGNATURES ON THE FOLLOWING PAGES]

CITY OF SAN MARCOS:

By: _____

Name: _____

Title: _____


Bert Lumberras
City Manager

TEXAS STATE UNIVERSITY:

By: 

Name: Eric Algoe

Title: Vice President for Finance and Support Services

**SAN MARCOS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT:**

By: MAC
Name: Michael A. Cordona
Title: Superintendent

HAYS COUNTY:

By: _____

Name: _____

Title: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to Eckmann Groll, Inc. for appraisal services on the CR 266 Road Project in which no purchase order was issued as required per the Hays County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 29, 2022	\$2,250.00

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

Eckmann Groll, Inc. was utilized to give an updated appraisal on a parcel located on South Old Bastrop Hwy in San Marcos to be used in the CR 266 Road Project.



ECKMANN GROLL, INC.
REAL ESTATE APPRAISER • CONSULTANT

Lynn G. Eckmann, MAI

26739 Sagitarius Lane
San Antonio, Texas 78260
(210) 222-9128

Wayne A. Groll, MAI
(1950-2004)

Tax ID No.
74-2722702

Invoice No.
22-006 LE

February 21, 2022

Hays County
c/o Del Prado Dietz, PLLC
The Young Building
323 West Hopkins Street
San Marcos, Texas 78666

Attention: Ms. Elly Del Prado Dietz

Re: Parcel 13 – Natal
CR 266 Project

For updated appraisal of the property located at 3411 South Old Bastrop Highway, in San Marcos, Hays County, Texas.

Total Amount Due: \$2,250


THANK YOU.

Respectfully submitted,


LYNN G. ECKMANN, MAI

Payment due upon receipt.

To assure proper credit, please reference the invoice number.

Please make check payable to Eckmann Groll, Inc.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve extension of RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 91 days (June 30, 2022).

ITEM TYPE

CONSENT

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

\$5,000 monthly service charge,
plus additional Letter of Credit Fees

LINE ITEM NUMBER

001-620-00.5310

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Britney Richey

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

The four (4) year contract for Bank Depository expired on May 31, 2020. A new solicitation was issued on April 21, 2020 (RFP 2020-P010) and the County received one response. After review from the committee, the committee recommended to reject the proposal. On July 13, 2021 Commissioners Court approved to reject the proposal.

Sage Bank assess a \$5,000 monthly service charge as well as letter of credit fees which vary based on LOC values. Funds were budgeted during the FY22 budget process to cover associated bank fees.

The Treasurer is currently working on developing a scope of work that better meets the needs of the County for a new solicitation. The Treasurer is requesting an eighth extension with Sage Bank through June 30, 2022 to allow Hays County to resolicit and secure a new contract.



OFFICE OF THE COUNTY AUDITOR

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

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

March 18, 2022

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

RE: Contract Extension

The contract extension for Bank Depository, RFP 2016-P06 expires on March 31, 2022 and has no renewal options. Hays County would like to temporarily extend the current contract extension for a period not to exceed 91 days while a new contract is secured. This contract extension will be with the following conditions: Sage Bank will not pay any interest on the accounts, Pledged securities will be by Federal Home Loan Bank letter of credit to sufficiently collateralize all existing and expected deposits during tax season and the County will pay for the letter of credit fee, and Sage bank will assess a \$5,000.00 monthly service charge. This extension will expire upon the execution of a new contract pursuant to a new contract or on June 30, 2022, whichever comes first.

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

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor

Signature

Michael Murphy
Printed Name

Company

Sage Capital Bank
3/18/22
Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve renewal of IFB 2019-B02 Road Building Materials - General Road Construction with Brauntex Materials, LLC., Colorado Materials, Ltd., and Industrial Asphalt, LLC.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 29, 2022	

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

IFB 2019-B04 contract renewal is scheduled to expire on March 31, 2022. Only two contracted vendors would like to renew their contracts for one additional year, Brauntex Materials, Inc. and Colorado Materials, Ltd. Both Vendor have proposed price changes, shown in the attached renewal bid tabulation. The proposed pricing increase remains the lowest bid for that item.

Attached:

Colorado Materials, Ltd. Renewal Letter
Brauntex Materials, Inc. Renewal Letter
Renewal Bid Tabulation



OFFICE OF THE COUNTY AUDITOR

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

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

March 1, 2022

Colorado Materials, Ltd.
PO Box 2019
San Marcos, TX 78667

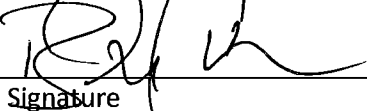
RE: Annual contract renewal

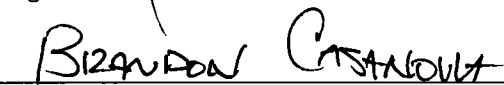
The annual contract for Road Building Materials – General Road Construction, IFB 2019-B02 expires on March 31, 2020. This letter will serve as official notice that Hays County would like to exercise its third (3rd) option to renew the existing contract for one (1) additional year effective April 1, 2022-March 31, 2023, provided all terms and conditions remain unchanged and in full force with the attached proposed price changes.


If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above.

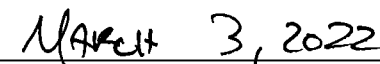
Please email purchasing@co.hays.tx.us if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,
Marisol Villarreal-Alonzo, CPA
Hays County Auditor


Signature


Printed Name


Company


Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge



OFFICE OF THE COUNTY AUDITOR

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

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

February 23, 2022

Brauntex Materials, Inc.
1504 Wald Rd.
New Braunfels, TX 78132

RE: Annual contract renewal

The annual contract for Road Building Materials – General Road Construction, IFB 2019-B02 expires on March 31, 2020. This letter will serve as official notice that Hays County would like to exercise its third (3rd) option to renew the existing contract for one (1) additional year effective April 1, 2022-March 31, 2023, provided all terms and conditions remain unchanged and in full force with the attached proposed price changes.

If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above.

Please email purchasing@co.hays.tx.us if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,
Marisol Villarreal-Alonzo, CPA
Hays County Auditor



Signature



Company



Printed Name



Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge

**IFB 2019-B02 Road Building Materials - General Road Construction
Renewal 3 (April 1, 2022-March 31, 2023) Bid Tabulation**

Contract Item Number	Item Number	Description	Estimated Quantity (+/-)	Unit of Measure	Colorado Materials, Ltd.	Brauntex Materials, Inc.
ITEMS FOR PICKUP						
B02.1	TXDOT Item 247 Flexible Base	Type A Grade 2	50,000	tons	\$ 5.00	\$ 5.75
B02.2	TXDOT Item 302 Aggregate for Surface Treatment	Type A Grade 3	10,000	tons	\$ 30.00	NO BID
B02.3	TXDOT Item 302 Aggregate for Surface Treatment	Type A Grade 4	15,000	tons	\$ 35.00	NO BID
B02.4	TXDOT Item 302 Aggregate for Surface Treatment	Type A Grade 5	3,000	tons	\$ 30.00	NO BID
B02.5	TXDOT Item 302 Aggregate for Surface Treatment	Type PA Grade 4	1,000	tons	\$ 45.00	NO BID
B02.6	TXDOT Item 302 Aggregate for Surface Treatment	Type PA Grade 5	1,000	tons	\$ 55.00	NO BID
B02.7	TxDOT Item 506 Aggregate for Rock Filter Dams	3x5 Rock (Bull Rock)	3,000	tons	\$ 15.00	\$ 15.50
B02.8	City of Austin Item 510 Fine Aggregate - Sand	Manufactured Sand	1,000	tons	\$ 18.00	\$ 18.00
B02.9	City of Austin Item 510 Coarse Aggregate - Pipe Bedding Stone	No. 57 Washed Rock	2,000	tons	\$ 17.00	\$ 15.00
ITEMS FOR DELIVERY						
B02.1	TXDOT Item 247 Flexible Base	Type A Grade 2	50,000	tons	\$ 5.00	\$ 15.75
B02.10	Material Transportation Service (per mile)		15	miles	\$ 0.30	\$ 10.00

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 the Fire Marshal to accept LEOSE Funds distributed from the State Comptroller and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 29, 2022	\$554.65

LINE ITEM NUMBER

001-656.00.5552

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Hays County Fire Marshal receives grant funds annually from the State Comptroller's Office per Texas Occupations Code 1701.156 in the form of LEOSE for expenses related to the continuing education of full-time licensed peace officers.

Budget Amendment

Increase LEOSE Revenue: 001-656-00.4310

Increase LEOSE Expense: 001-656-00.5552



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

February 17, 2022

HAYS COUNTY FIRE MARSHAL'S OFFICE
810 S STAGECOACH TRL STE 1200
SAN MARCOS, TX 78666-3900\

Vendor number: 17460022415 014

Enclosed is your annual allocation payment from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of \$554.65.

This payment must be used, as necessary, to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor. The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer, licensed jailer or telecommunicator on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer. To receive your agency's share of the LEOSE account in 2022, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2022 Allocation Basis form to us no later than October 31, 2021.

The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at 800-531-5441, ext. 3-4530, or 512-463-4530 if you have any questions or if we can be of assistance.

Enclosures

Form 40-305 (Rev.1-17/6)

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the acceptance of \$4,389.50 of supplemental grant funds from the Office of the Governor, Criminal Justice Division, General Victim Assistance program for the Hays County Victim Assistance Coordinator.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 29, 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/W.MAU	BECERRA	N/A

SUMMARY

Commissioners Court authorized the submittal of the grant application on February 9, 2022. Funds will be used for personnel to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process.

On March 24, 2022 the county was made aware this project was award supplemental funds from the OOG in the amount of \$4,389.50 for a total of \$43,894.99 in grant funds

Grant Period: October 1, 2021 - September 20, 2022

Grant Number: 3607603

Award Amount: \$43,894.99

Cash Match: \$15,998.45

Total Project Cost: \$59,893.44

Attachments:

Statement of Grant Award.

Supplemental Statement of Grant Award (SOGA)

The Supplemental Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the original and supplemental Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application, original and supplemental Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Adjustment' tab, the Grantee accepts the additional responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3607603	Award Amount:	\$43,894.99
Date Awarded:	March 24, 2022	Grantee Cash Match:	\$15,998.45
Grant Period:	10/1/2021 - 9/30/2022	Grantee In Kind Match:	\$0.00
Liquidation Date:	12/29/2022	Grantee GPI:	\$0.00
Program Fund:	VA-Victims of Crime Act Formula Grant Program	Total Project Cost:	\$59,893.44
Grantee Name:	Hays County		
Project Title:	Victim Assistance Coordinator		
Grant Manager:	Adela Saenz		
Unique Entity Identifier (UEI):	097494884		

CFDA:	16.575 - Victims of Crime Act Formula Grant Program
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime
Federal Award Date:	9/17/2020
Federal/State Award ID Number:	2020-V2-GX-0004
Total Federal Award/State	\$143,897,603.00

3/25/22, 12:49 PM

Office of the Governor

Funds Appropriated:

Pass Thru Entity Name:

Is the Award R&D:

Federal/State Award Description:

Texas Office of the Governor – Criminal Justice Division (CJD)

No

This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the State to local community-based organizations that provide direct services to crime victims

	Original Project Cost	Adjusted Project Cost	New Project Cost
OOG Award Amount:	\$39,505.49	\$4,389.50	\$43,894.99
Grantee Cash Match:	\$15,998.45	\$0.00	\$15,998.45
Grantee In Kind Match:	\$0.00	\$0.00	\$0.00
Grantee GPI:	\$0.00	\$0.00	\$0.00
Total Project Cost:	\$55,503.94	\$4,389.50	\$59,893.44

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the acceptance of \$5,328.34 of supplemental grant funds from the Office of the Governor, Criminal Justice Division, General Victim Assistance program for the Hays County Victim Assistance Coordinator for the Family Justice Center.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 29, 2022	N/A

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Commissioners Court authorized the submittal of the grant application on February 9, 2022. Funds will be used for personnel to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process.

On March 24, 2022 the county was made aware this project was awarded supplemental funds from the OOG in the amount of \$5,328.34 for a total of \$46,308.26 in grant funds

Grant Period: October 1, 2021 - September 20, 2022

Grant Number: 4028002

Award Amount: \$46,308.26

Cash Match: \$16,905.82

Total Project Cost: \$63,214.08

Attachments:

Statement of Grant Award.

Supplemental Statement of Grant Award (SOGA)

The Supplemental Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the original and supplemental Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application, original and supplemental Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Adjustment' tab, the Grantee accepts the additional responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4028002	Award Amount:	\$46,308.26
Date Awarded:	March 24, 2022	Grantee Cash Match:	\$16,905.82
Grant Period:	10/1/2021 - 9/30/2022	Grantee In Kind Match:	\$0.00
Liquidation Date:	12/29/2022	Grantee GPI:	\$0.00
Program Fund:	VA-Victims of Crime Act Formula Grant Program	Total Project Cost:	\$63,214.08
Grantee Name:	Hays County		
Project Title:	Victim Assistance for the Family Justice Center		
Grant Manager:	Adela Saenz		
Unique Entity Identifier (UEI):	097494884		

CFDA:	16.575 - Victims of Crime Act Formula Grant Program
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime
Federal Award Date:	9/17/2020
Federal/State Award ID Number:	2020-V2-GX-0004
Total Federal Award/State	\$143,897,603.00

3/25/22, 12:45 PM

Office of the Governor

Funds

Appropriated:

Pass Thru Entity Name:

Is the Award R&D:

Federal/State Award Description:

Texas Office of the Governor – Criminal Justice Division (CJD)

No

This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the State to local community-based organizations that provide direct services to crime victims

	Original Project Cost	Adjusted Project Cost	New Project Cost
OOG Award Amount:	\$40,979.92	\$5,328.34	\$46,308.26
Grantee Cash Match:	\$16,905.82	\$0.00	\$16,905.82
Grantee In Kind Match:	\$0.00	\$0.00	\$0.00
Grantee GPI:	\$0.00	\$0.00	\$0.00
Total Project Cost:	\$57,885.74	\$5,328.34	\$63,214.08

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Hays County Office of Emergency Services to use American Rescue Plan Funds in the amount of \$639.93 to purchase a 6-bay radio charger and in addition use \$5,720.00 to upgrade 16 handheld radios to have VHF capabilities.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 29, 2022	\$6,359.93

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Sheriff's Office currently assists surrounding counties with law enforcement assets and specialized responses. It is imperative that we be able to communicate with these entities during the response to coordinate the best outcomes possible. Currently we can't communicate with Blanco County SO without having the VHF radios. The Hays County SWAT Team has responded several times to Blanco for SWAT operations over the last several years. We also regularly transport inmates to Blanco County for outsourcing. Should an incident occur close to Blanco than Hays it would be especially useful to communicate directly with responding units.



Proposal

Telecommunications Work Sheet

6641 E. Ben White Blvd., Austin TX 78744
 24 Hour Phone 1-877-527-2862 & Fax 1-512-356-6445
 Radio Shop Phone 1-512-730-6457 & Fax 1-512-482-6299
 Telecommunications

Customer:	HAYS COUNTY SHERIFF	Work Order #:	000000005774858
Address:	712 S Stagecoach Trl, Ste 1071 San Marcos, Texas 78666	*Date:	3/25/22

Pricing is valid for 30 days from the date of this Proposal.

Statement of Work: Hays County Sherrif: VHF Features

Purchase Order #: PO:

Comments: VHF Handheld Feature, Pricing valid if PO received by 3/22/22

Material

TASK ID	Item	Description	Qty	Unit Cost	Line Cost
91080		Charger, 6-Bay, XL-CH5A	1	639.9250	639.9250
91080		TAC Feature, VHF Band, 136-174 MHz, YRXL-PL4J	16	357.5000	5,720.0000
Material Sub Total:					\$6,359.93

Labor Total:	\$0.00
Material Total:	\$6,359.93
Job Total:	\$6,359.93

This is not an invoice - Do not pay

If Proposal is accepted, work and equipment provided shall be subject to the Interlocal Cooperation Agreement for Mobile Radio Services and Equipment, or other applicable master agreement, between LCRA and 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

Discussion and possible action to call for a public hearing on April 12, 2022 to establish a 4-way stop location on Main Street at the intersection with Campo Del Sol Parkway near Sunfield subdivision, per a recent traffic study.

ITEM TYPE

ACTION-ROADS

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

In response to the results of a recent traffic study, there is a need to establish a 4-way stop location on Main Street at the intersection with Campo Del Sol Parkway near Sunfield subdivision.

POSSIBLE 4-WAY STOP LOCATION:
Main Street at Campo Del Sol Parkway

Legend



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve the selection of BGE Inc. to serve as the General Engineering Consultant (GEC) for the study of a proposed extension of SH45 Southwest from FM 1626 to IH35; and to authorize staff and General Counsel to negotiate a contract.

ITEM TYPE

ACTION-ROADS

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

TBD

LINE ITEM NUMBER

TBD

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry H. Borcharding

SPONSOR

SMITH

CO-SPONSOR

JONES

SUMMARY

The need for the extension of SH 45 Southwest to IH35 is recognized throughout the region. Funding of the services described is being tentatively assigned to the Transportation Department's FY21-22 budget cycle. The court previously authorized the selection of the team of CP&Y/K. Frieze to conduct Exploration and Coalition Building, Corridor Study, and National Environmental Policy Act compliance investigations but it has been determined that a GEC will be needed to guide the process.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept the Site Improvement Performance Bond No. 800132287 in the amount of \$660,477.10 for street excavation, drainage, and erosion control improvements in the Caliterra Subdivision, Phase 4, Section 12.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	March 29, 2022	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	SMITH	N/A

SUMMARY

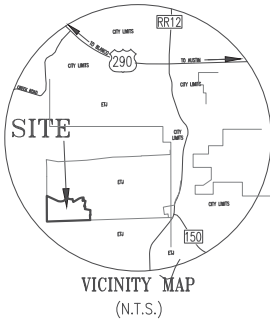
The final plat for Caliterra, Phase 4, Section 12 has been reviewed under the interlocal cooperation agreement with the City of Dripping Springs and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

CALITERRA PHASE FOUR SECTION TWELVE

DATE: NOVEMBER 18, 2021
FEMA PANEL NO. 48209C0115F
EFFECTIVE DATE: SEPTEMBER 2, 2005

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

OWNER:
DEVELOPMENT SOLUTIONS CAT, LLC.
901 IDS CENTER
80 SOUTH 8TH STREET
MINNEAPOLIS, MINNESOTA 55402



LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" CAPPED IRON ROD SET (UNLESS OTHERWISE NOTED)
- ⊙ 5/8" IRON ROD FOUND
- 17 LOT NUMBER
- Ⓢ BLOCK DESIGNATION
- (XXX) EASEMENT ANNOTATION
- DE DRAINAGE EASEMENT
- WW WASTEWATER EASEMENT

LINEAR FOOTAGE OF RIGHT-OF-WAY

BRIDGE WATER LOOP (LOCAL STREET)	60' R.O.W.	1,857'
CANAL DRIVE (LOCAL STREET)	60' R.O.W.	259'
TOTAL		2,116'

ACREAGE: 64.735 ACRES

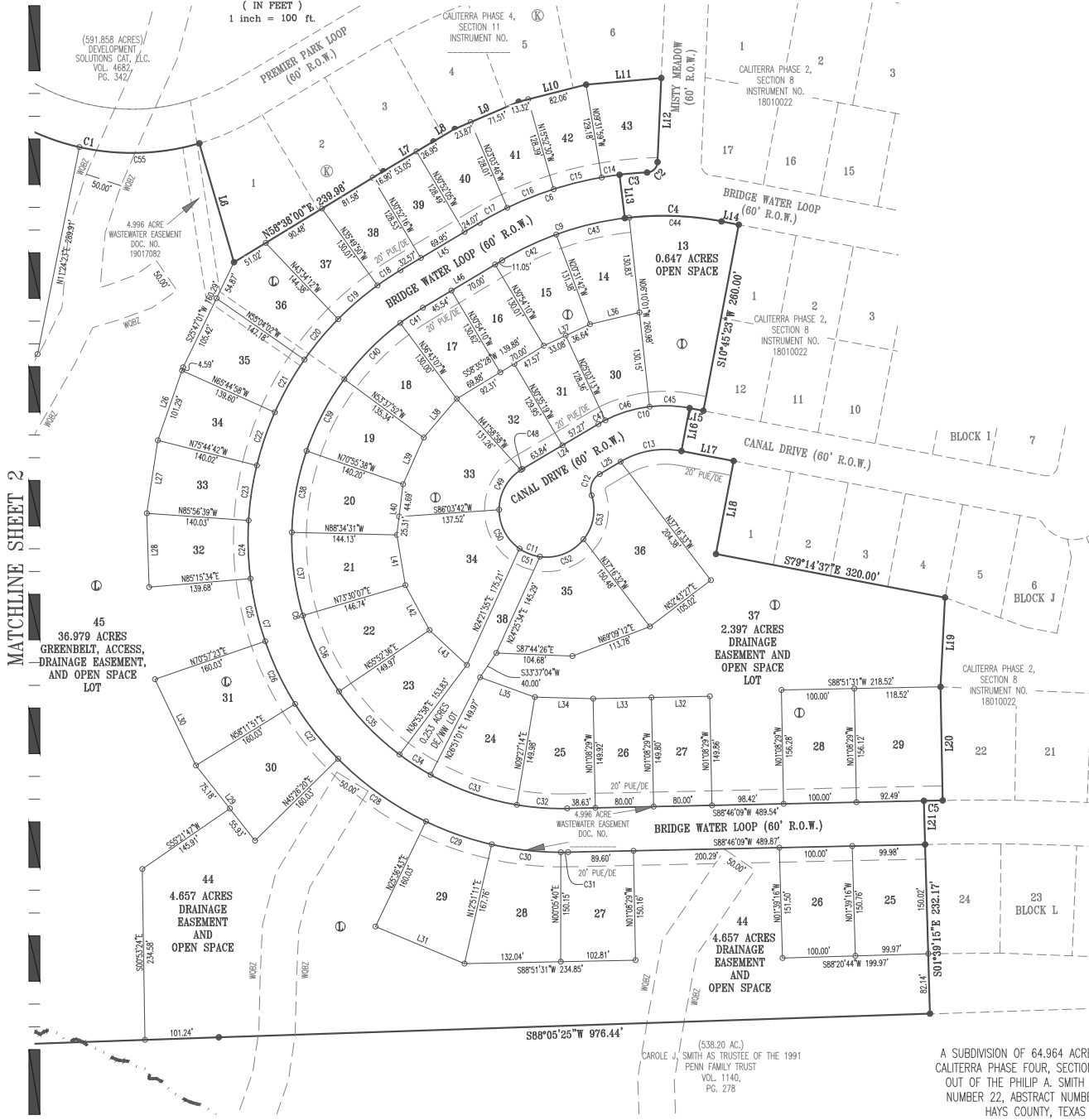
SURVEY: PHILIP A. SMITH SURVEY NO. 26
ABSTRACT NO. 415
HAYS COUNTY, TEXAS

TOTAL NO. LOTS	47
NO. OF SINGLE FAMILY LOTS	42
NO. OF OPEN SPACE LOTS	1
NO. OF DRAINAGE & OPEN SPACE LOTS	2
NO. OF GREENBELT & OPEN SPACE LOTS	1
NO. OF DE/WW LOTS	1
NO. OF BLOCKS	2

SCALE 1" = 100'
GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



A SUBDIVISION OF 64.964 ACRES BEING
CALITERRA PHASE FOUR, SECTION ELEVEN,
OUT OF THE PHILIP A. SMITH SURVEY
NUMBER 22, ABSTRACT NUMBER 415,
HAYS COUNTY, TEXAS

SHEET NO. 1 OF 4

Carlson, Brigance & Doering, Inc.

FIRM ID #P3791 REG. # 10024900

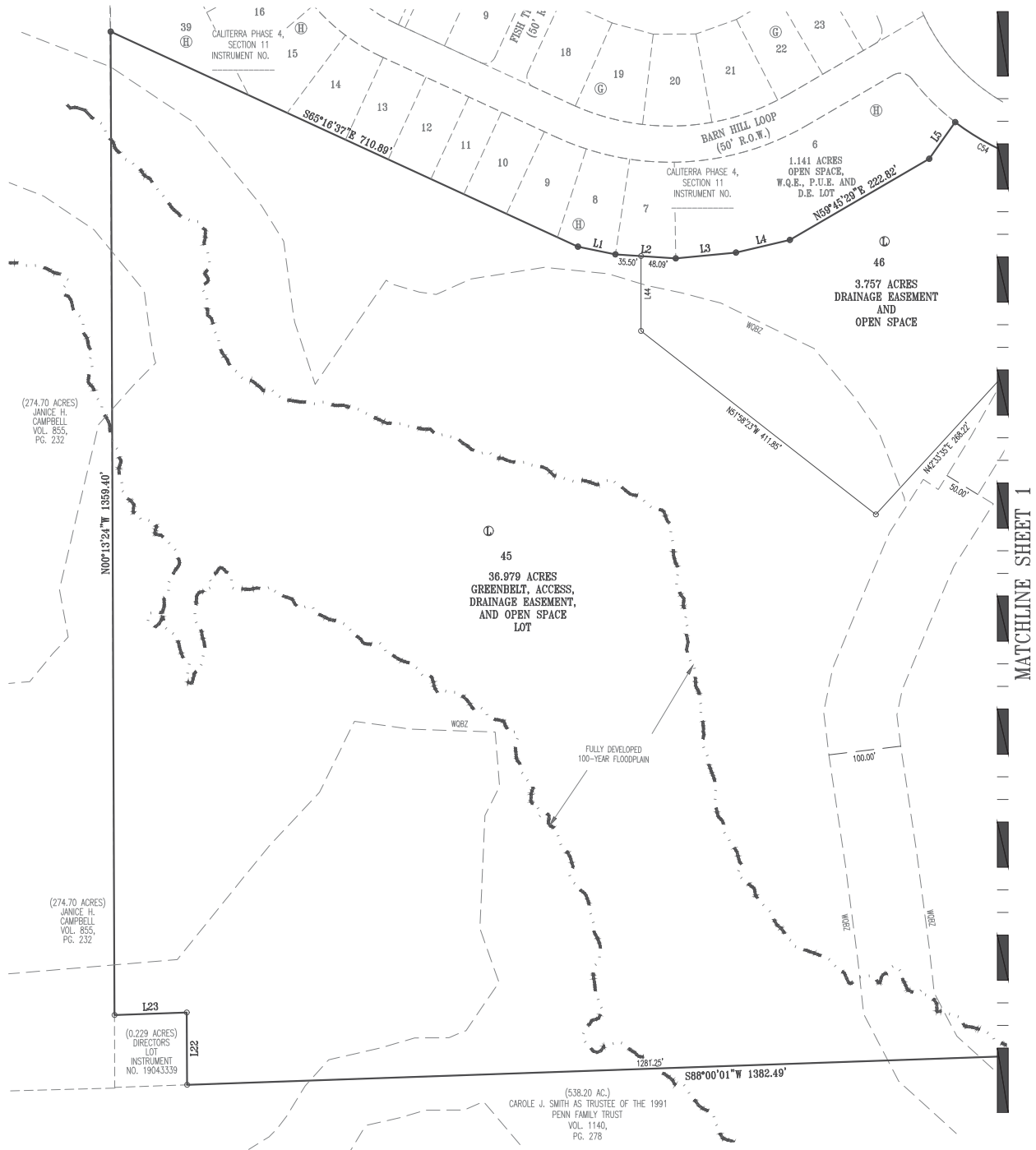
Civil Engineering

Surveying

5501 West William Cannon Austin, Texas 78749

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

CALITERRA PHASE FOUR SECTION TWELVE



MATCHLINE SHEET 1

A SUBDIVISION OF 64.964 ACRES BEING
CALITERRA PHASE FOUR, SECTION ELEVEN,
OUT OF THE PHILIP A. SMITH SURVEY
NUMBER 22, ABSTRACT NUMBER 415,
HAYS COUNTY, TEXAS

SHEET NO. 2 OF 4

 Carlson, Brigrance & Doering, Inc.	
FIRM ID #F3791	REG. # 10024900
Civil Engineering 5501 West William Cannon Phone No. (512) 280-5160	Surveying Austin, Texas 78749 Fax No. (512) 280-5165

CALITERRA

PHASE FOUR SECTION TWELVE

Line Table		
Line #	Length	Direction
L1	52.83	S78°26'21"E
L2	83.59	S86°08'21"E
L3	83.59	N84°25'18"E
L4	76.48	N76°50'25"E
L5	62.10	N35°18'00"E
L6	169.97	S16°13'37"E
L7	80.00	N59°17'16"E
L8	34.03	N59°27'15"E

Line Table		
Line #	Length	Direction
L9	95.38	N86°58'24"E
L10	95.38	N75°47'48"E
L11	103.55	N84°57'05"E
L12	115.52	S02°33'18"W
L13	60.00	S06°59'33"E
L14	24.12	S79°14'37"E
L15	19.30	N79°14'37"W
L16	60.00	S10°45'23"W

Line Table		
Line #	Length	Direction
L17	72.95	S79°14'37"E
L18	130.00	S10°45'23"W
L19	122.73	S02°52'14"W
L20	155.91	S01°03'14"E
L21	60.00	S01°32'30"E
L22	100.00	N00°15'07"W
L23	99.95	S88°00'01"W
L24	121.11	S59°24'41"W

Line Table		
Line #	Length	Direction
L25	33.36	S59°24'41"W
L26	105.88	S19°05'13"W
L27	101.33	S08°39'10"W
L28	101.33	S01°47'57"E
L29	131.11	S38°10'59"E
L30	131.11	S25°25'23"E
L31	132.20	S67°25'53"E
L32	80.00	S86°43'23"W

Line Table		
Line #	Length	Direction
L33	80.00	S88°51'31"W
L34	80.00	S88°25'26"E
L35	80.00	S70°08'22"E
L36	70.00	S76°39'08"W
L37	69.72	S64°56'47"W
L38	70.00	S40°29'26"W
L39	70.00	S23°46'31"W
L40	70.00	S07°03'44"W

Line Table		
Line #	Length	Direction
L41	70.00	S09°38'54"E
L42	70.00	S28°11'04"E
L43	70.00	S46°59'47"E
L44	103.44	N00°01'33"E
L45	126.59	S59°05'39"W
L46	126.59	S59°05'39"W

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	310.21	330.00	S79°17'49"E	298.91	167.64	53°51'36"
C2	22.23	15.00	S45°00'10"W	20.25	13.72	84°53'43"
C3	37.99	490.00	S85°13'44"W	37.98	19.01	42°26'33"
C4	133.20	430.00	S88°07'05"E	132.67	67.14	17°44'55"
C5	25.79	3030.00	S88°42'08"W	25.79	12.90	0°29'16"
C6	204.47	490.00	S71°02'57"W	202.99	103.74	23°54'31"
C7	1128.18	430.00	S16°04'06"E	831.32	1623.18	150°19'30"
C8	970.76	370.00	S16°04'06"E	715.33	1396.69	150°19'30"
C9	179.43	430.00	S71°02'56"W	178.13	91.04	23°54'29"
C10	129.85	180.00	S80°04'29"W	127.06	67.90	41°20'03"
C11	291.74	65.00	S69°10'08"E	101.63	81.48	25°09'38"
C12	33.67	25.00	S20°49'52"W	31.18	19.94	77°09'37"
C13	86.57	120.00	S80°04'29"W	84.70	45.27	41°20'03"
C14	24.71	490.00	S81°33'32"W	24.71	12.36	2°53'21"
C15	67.86	490.00	S76°08'50"W	67.80	33.98	7°56'04"
C16	68.68	490.00	S68°09'52"W	68.62	34.40	8°01'51"
C17	43.22	490.00	S61°37'19"W	43.21	21.63	5°03'15"
C18	37.81	430.00	S56°34'30"W	37.80	18.92	5°02'17"
C19	71.10	430.00	S49°19'09"W	71.02	35.63	9°28'24"

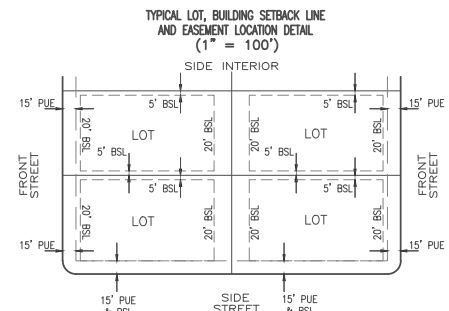
Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C20	72.45	430.00	S39°45'20"W	72.36	36.31	9°39'13"
C21	83.14	430.00	S29°23'23"W	83.01	41.70	11°04'41"
C22	77.04	430.00	S18°43'06"W	76.94	38.62	10°15'54"
C23	76.54	430.00	S08°29'11"W	76.44	38.37	10°11'56"
C24	80.00	430.00	S01°56'33"E	79.88	40.11	10°39'33"
C25	88.35	430.00	S13°09'30"E	88.20	44.33	11°46'21"
C26	95.75	430.00	S25°25'25"E	95.55	48.07	12°45'28"
C27	95.75	430.00	S38°10'53"E	95.55	48.07	12°45'28"
C28	148.79	430.00	S54°28'23"E	148.05	75.15	19°49'32"
C29	95.75	430.00	S70°45'53"E	95.55	48.07	12°45'29"
C30	95.75	430.00	S83°31'22"E	95.55	48.07	12°45'29"
C31	9.96	430.00	N89°26'04"E	9.96	4.98	1°19'40"
C32	69.24	370.00	S85°52'06"E	69.14	34.72	10°43'22"
C33	125.96	370.00	S70°45'16"E	125.35	63.59	19°30'17"
C34	51.05	370.00	S57°02'57"E	51.01	25.57	7°54'21"
C35	120.49	370.00	S47°46'01"E	119.96	60.78	18°39'30"
C36	115.84	370.00	S25°28'07"E	115.37	58.40	17°56'18"
C37	115.73	370.00	S07°32'19"E	115.26	58.34	17°55'18"
C38	113.96	370.00	S10°14'44"W	113.51	57.43	17°38'48"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C39	111.69	370.00	S27°42'59"W	111.26	56.27	17°17'43"
C40	109.21	370.00	S44°49'13"W	108.82	55.01	16°54'44"
C41	37.57	370.00	S56°11'07"W	37.55	18.80	5°49'04"
C42	82.47	430.00	S64°35'22"W	82.35	41.36	10°59'21"
C43	103.03	430.00	S76°56'53"W	102.78	51.76	13°43'40"
C44	127.13	430.00	N87°43'10"W	126.67	64.03	16°56'23"
C45	54.98	180.00	N88°00'31"W	54.77	27.71	17°30'03"
C46	64.03	180.00	S73°03'00"W	63.69	32.36	20°22'55"
C47	10.84	180.00	S61°08'00"W	10.84	5.42	32°7'04"
C48	2.54	60.00	S58°12'03"W	2.54	1.27	2°25'16"
C49	64.87	65.00	S28°35'35"W	62.21	35.42	57°10'42"
C50	62.69	65.00	S27°37'38"E	60.29	34.03	55°15'43"
C51	30.47	65.00	S68°41'08"E	30.19	15.52	26°51'17"
C52	67.25	65.00	N68°14'51"E	64.29	36.98	59°16'47"
C53	63.93	65.00	N10°25'45"E	61.39	34.82	56°21'24"
C54	143.74	330.00	S64°50'44"E	142.61	73.03	24°57'25"
C55	166.47	330.00	N88°13'28"E	164.71	85.05	28°54'11"

AREA TABLE		
AREA WITHIN SUBDIVISION	64.735 ACRES (2,819,855 sq. ft.)	
AREA OF SINGLE FAMILY LOTS	13,120 ACRES (571,507 sq. ft.)	
AREA WITHIN PRIVATE STREETS	3,071 ACRES (133,772 sq. ft.)	
BLOCK 'I'		
LOT NO.	ACREAGE	SQ. FT.
25	0.345 ACRES	15,036 SQ. FT.
26	0.347 ACRES	15,113 SQ. FT.
27	0.349 ACRES	15,187 SQ. FT.
28	0.406 ACRES	17,706 SQ. FT.
29	0.421 ACRES	18,357 SQ. FT.
30	0.410 ACRES	17,854 SQ. FT.
31	0.410 ACRES	17,854 SQ. FT.
32	0.288 ACRES	12,531 SQ. FT.
33	0.283 ACRES	12,310 SQ. FT.
34	0.283 ACRES	12,323 SQ. FT.
35	0.314 ACRES	13,672 SQ. FT.
36	0.305 ACRES	13,298 SQ. FT.
37	0.251 ACRES	10,915 SQ. FT.
38	0.224 ACRES	9,769 SQ. FT.
39	0.206 ACRES	8,995 SQ. FT.
40	0.224 ACRES	9,777 SQ. FT.
41	0.225 ACRES	9,818 SQ. FT.
42	0.220 ACRES	9,579 SQ. FT.
43	0.263 ACRES	11,445 SQ. FT.
44	4.657 ACRES	202,854 SQ. FT.
45	36.979 ACRES	1,612,891 SQ. FT.
46	3.757 ACRES	163,676 SQ. FT.

BLOCK 'I'		
LOT NO.	ACREAGE	SQ. FT.
13	0.647 ACRES	29,370 SQ. FT.
14	0.263 ACRES	11,448 SQ. FT.
15	0.247 ACRES	10,765 SQ. FT.
16	0.209 ACRES	9,122 SQ. FT.
17	0.230 ACRES	10,000 SQ. FT.
18	0.276 ACRES	12,013 SQ. FT.
19	0.290 ACRES	12,646 SQ. FT.
20	0.303 ACRES	13,215 SQ. FT.
21	0.313 ACRES	13,651 SQ. FT.
22	0.320 ACRES	13,930 SQ. FT.
23	0.335 ACRES	14,614 SQ. FT.
24	0.360 ACRES	15,665 SQ. FT.
25	0.326 ACRES	14,199 SQ. FT.
26	0.275 ACRES	11,989 SQ. FT.
27	0.275 ACRES	11,987 SQ. FT.
28	0.359 ACRES	15,620 SQ. FT.
29	0.424 ACRES	18,743 SQ. FT.
30	0.252 ACRES	10,962 SQ. FT.
31	0.222 ACRES	9,659 SQ. FT.
32	0.236 ACRES	10,267 SQ. FT.
33	0.374 ACRES	16,309 SQ. FT.
34	0.530 ACRES	23,096 SQ. FT.
35	0.461 ACRES	20,093 SQ. FT.
36	0.466 ACRES	12,361 SQ. FT.
37	2.397 ACRES	104,424 SQ. FT.
38	0.253 ACRES	11,007 SQ. FT.

LOT SIZE	NO.
< 1 ACRE	43
1-2 ACRE	0
2-5 ACRE	3
5-10 ACRE	0
> 10 ACRE	1
MINIMUM LOT SIZE: 0.220 AC (9,579 sq. ft.)	
AVERAGE LOT SIZE: 1.316 AC (57,324 sq. ft.)	



A SUBDIVISION OF 64.964 ACRES BEING CALITERRA PHASE FOUR, SECTION ELEVEN, OUT OF THE PHILIP A. SMITH SURVEY NUMBER 22, ABSTRACT NUMBER 415, HAYS COUNTY, TEXAS

SHEET NO. 3 OF 4

Carlson, Brigrance & Doering, Inc.

FIRM ID #P3791 ♦ REG. # 10024900

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

CALITERRA PHASE FOUR SECTION TWELVE

STATE OF TEXAS }
COUNTY OF HAYS }

KNOW ALL MEN BY THESE PRESENTS:

THAT DEVELOPMENT SOLUTIONS CAT, LLC, ACTING BY AND THROUGH ITS MANAGER, GREGORY L. RICH, BEING THE OWNER OF A CALLED 591.858 ACRES OF LAND OUT OF THE PHILIP A. SMITH SURVEY NUMBER 22, ABSTRACT NUMBER 415, SITUATED IN HAYS COUNTY, TEXAS, AS CONVEYED BY DEED RECORDED IN VOLUME 4682, PAGE 342 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 64.964 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS:

"CALITERRA PHASE FOUR SECTION TWELVE"

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

WITNESS MY HAND, THIS THE _____ DAY OF _____, 20____ A.D.

BY: _____
GREGORY L. RICH, MANAGER
DEVELOPMENT SOLUTIONS CAT, LLC
901 IDS CENTER
80 SOUTH 8TH STREET
MINNEAPOLIS, MINNESOTA 55402

STATE OF TEXAS }
COUNTY OF HAYS }

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NOTARY NAME _____
MY COMMISSION EXPIRES: _____

CITY OF DRIPPING SPRINGS ADMINISTRATIVE PLAT APPROVAL

THIS PLAT, CALITERRA PHASE FOUR SECTION TWELVE, HAS BEEN APPROVED BY THE PLANNING & ZONING COMMISSION ON THE ____ DAY OF _____, 20____.

PLANNING & ZONING COMMISSION CHAIR _____ DATE _____ CITY SECRETARY _____ DATE _____

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

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE APPROVED COMMUNITY WATER SYSTEM

CHAD GILPIN, P.E. - CITY ENGINEER _____ DATE: _____

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLY 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 SOURCE.

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

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

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

STATE OF TEXAS }
COUNTY OF HAYS }

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

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK ____M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, AS INSTRUMENT NO. _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 20____ A.D.

ELAINE HANSON CARDENAS BY: _____
COUNTY CLERK
HAYS COUNTY, TEXAS

GENERAL NOTES:

1. THIS FINAL PLAT IS WITHIN THE EXTRA TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF DRIPPING SPRINGS.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER ZONE.
4. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT.
5. THIS PLAT IS LOCATED WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
6. ACCESS TO AND FROM CORNER LOTS SHALL ONLY BE PERMITTED FROM ONE STREET.
7. NO PORTION OF THE SUBJECT PLAT PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN AS DELINEATED ON F.I.R.M. PANEL NO 48209C 0115F, DATED SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
8. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM THE DRIPPING SPRINGS WATER SUPPLY CORPORATION.
9. ORGANIZED WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE CITY OF DRIPPING SPRINGS.
10. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
11. TELEPHONE SERVICE WILL BE PROVIDED BY VERIZON.
12. IF GAS LINES ARE NOT INCLUDED IN THE CONSTRUCTION PLANS, THERE WILL BE SEPARATE SITE DEVELOPMENT PLAN, APPLICATION, AND FEES REQUIRED.
13. MINIMUM FRONT SETBACK SHALL BE 20'.
14. MINIMUM REAR SETBACK SHALL BE 20'.
15. MINIMUM SIDE AND INTERIOR SIDE YARD SETBACKS SHALL BE 5'.
16. MINIMUM SIDE YARD SETBACKS ADJACENT TO A PUBLIC STREET SHALL BE 15'.
17. UTILITY EASEMENTS OF 15 FEET SHALL BE LOCATED ALONG EACH SIDE OF DEDICATED R.O.W.
18. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE CITY OF DRIPPING SPRINGS AND HAYS COUNTY DEVELOPMENT REGULATIONS.
19. NO STRUCTURE SHALL BE OCCUPIED UNTIL A CERTIFICATE OF OCCUPANCY IS ISSUED BY THE CITY OF DRIPPING SPRINGS.
20. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE APPROVED COMMUNITY WATER SYSTEM.
21. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE APPROVED ORGANIZED WASTE WATER SYSTEM.
22. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL OF HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.
23. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND TO PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE CITY RIGHT-OF-WAY HAS BEEN ISSUED UNDER AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS AS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
24. DEVELOPMENT AND RESTRICTIONS WITHIN THE CITY OF DRIPPING SPRINGS AND TCEQ WATER QUALITY BUFFER ZONES ARE LIMITED TO THOSE LISTED IN THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY'S (TCEQ) OPTIONAL ENHANCED MEASURES FOR THE PROTECTION OF WATER QUALITY IN THE EDWARDS AQUIFER (REVISED) OR AS PERMITTED BY THE TCEQ.
25. ALL LOTS ARE REQUIRED TO COMPLY WITH THE THEN CURRENT ADOPTED BUILDING CODE AS ADOPTED BY THE CITY OF DRIPPING SPRINGS, AND THE FIRE CODE ADOPTED BY ESD #6. THIS IS TO INCLUDE THE PULLING OF BUILDING PERMITS THROUGH THE CITY OF FOR ALL APPLICABLE CONSTRUCTION.
26. PER THE DEVELOPMENT AGREEMENT BETWEEN CITY OF DRIPPING SPRINGS AND DEVELOPMENT SOLUTIONS CAT, LLC, THE CALITERRA DEVELOPMENT PROJECT IS SUBJECT TO AN INTEGRATED PEST MANAGEMENT (IPM) PLAN.
27. 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.
28. ALL ROADWAYS IN THIS DEVELOPMENT ARE TO BE DEDICATED TO THE PUBLIC AND MAINTAINED BY HAYS COUNTY.
29. THIS DEVELOPMENT IS SUBJECT TO THE DEVELOPMENT AGREEMENT DATED JANUARY 14, 2014 BETWEEN THE CITY OF DRIPPING SPRINGS AND DEVELOPMENT SOLUTIONS CAT, LLC., RECORDED IN VOLUME 4978, PAGE 215 (DOCUMENT NUMBER 14021130 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS).
30. HAYS COUNTY DEVELOPMENT DISTRICT NO. 1 WILL BE RESPONSIBLE FOR OPERATION AND MAINTENANCE OF STORMWATER UTILITIES AND PONDS.
31. THE INTENT OF THIS PROJECT IS TO COMPLY WITH THE CITY OF DRIPPING SPRINGS LIGHTING ORDINANCE.
32. PEC EASEMENTS OF FIVE (5) FEET SHALL BE LOCATED ALONG EACH SIDE LOT LINE, A/C PADS AND A/C UNITS SHALL BE ALLOWED TO ENCRATCH WITHIN THE PEC EASEMENT PER CONSULTATION WITH PEC.
33. 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.

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, BRETT R. PASQUARELLA, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT. I CERTIFY TO THE COMPLETENESS, ACCURACY AND COMPLIANCE TO THE CITY OF DRIPPING SPRINGS SUBDIVISION ORDINANCES.

FLOOD PLAIN NOTE: NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL INSURANCE RATE MAP PANEL NO. 48209C0115F, BOTH DATED SEPTEMBER 02, 2005.

ENGINEERING BY: _____ DATE _____
BRETT R. PASQUARELLA, P.E., No. 84769
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749



STATE OF TEXAS:
COUNTY OF TRAVIS:

I, AARON V. THOMASON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF THE CITY OF DRIPPING SPRINGS, TEXAS, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

SURVEYED BY: _____ DATE _____
AARON V. THOMASON, R.P.L.S. NO. 6214
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749



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

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

SHEET NO. 4 OF 4



Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ♦ REG. # 10024900
Civil Engineering ♦ Surveying
5501 West William Cannon ♦ Austin, Texas 78749
Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

SITE IMPROVEMENT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that CF CSLK CALITERRA LLC, as Principal, and Atlantic Specialty Insurance Company, 605 Highway 169 North, Suite 800, Plymouth, MN 55441, a corporation organized and existing under the laws of the state of New York and authorized to transact business in the Texas, as Surety, are held and firmly bound unto the County of Hays, Texas, with an address of Hays County Judge, 111 East San Antonio Street, Suite 300, San Marcos, TX 78666, as Obligee, in the penal sum of Six Hundred Sixty Thousand Four Hundred Seventy-Seven and 00/100 (\$660,477.10) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal has agreed to construct in the County of Hays, Texas the following improvements: Caliterra Phase 4, Section 12 – Street Items, Erosion Control Items, and Drainage Items.

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall well and truly perform said work in accordance with agreement (s) between Principal and Obligee during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise to remain in full force and effect.

Signed, sealed and dated this 17th day of March, 2022.

CF CSLK CALITERRA LLC

Principal

By: _____

(Title) Constantine M. Dakolias, Managing Partner

Atlantic Specialty Insurance Company

Surety

By: _____

Brook T. Smith, Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brook T. Smith, James T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Deborah S. Neichter, Michele D. Lacrosse**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

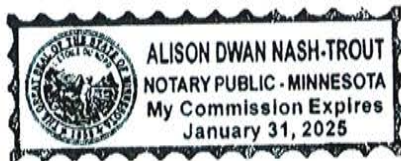
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17th day of March, 2022

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary

Smith-Manus
2307 River Road, Suite 200
Louisville, KY 40206-5005
Phone: (502) 636-9191
Fax: (502) 636-5328

BOND INVOICE



Remit to:
Smith-Manus
2307 River Road, Suite 200
Louisville, KY 40206-5005

Mailing Address: Code: MDX

Fortress Investment Group
1345 Ave. of the Americas
45th Floor
New York, NY 10105

Terms: Due Upon Receipt

Customer Copy

Bond Executed in the following Company:

Atlantic Specialty Insurance Company

Principal:

CF CSLK CALITERRA LLC
1345 Ave. of the Americas
46th Floor
New York, NY 10105
Account Number: CFCSLKCAL

Obligee:

County of Hays, Hays County Judge
111 East San Antonio Street
Suite 300
San Marcos, TX 78666

Bond Number- Term-Trans	Effective Date	Expiration Date	Statement
800132287-1-1	3/17/2022	3/17/2023	MAR 22

Bond Amount	Type	Invoice Number
\$660,477.10	C SUBDIVISION BONDS-ALL	190640-1-1

Bond Description

Caliterra Phase 4, Section 12 – Street Items, Erosion Control Items, and Drainage Items

Kentucky Surcharge Amount	%	Other Taxes Amount	%
\$.00	0.0%	\$.00	0.0%

Premium	Plus Taxes	Total Customer Amount	Balance Due-SMA
\$9,907.00	\$0.00	\$9,907.00	\$9,907.00

Return this copy with payment

Date Printed: 3/17/2022

Date Invoiced: 3/17/2022

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

PLN-1887-NP; Discussion and possible action regarding the final plat for the Martinez Place Subdivision (1 Lot).

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

PACHECO

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Martinez Place Subdivision is a proposed 1 lot subdivision consisting of 3.01 acres out of the approximately 56.90 acre parent tract located off of West Fitzhugh Road in Precinct 3 in the fully unincorporated area outside of Dripping Springs.

Water utility will be provided by an individual private well. Wastewater treatment will be achieved by an individual on-site sewage facility.



Hays County Commissioners Court Agenda Request

Meeting Date: March 29th, 2022

Requested By: Marcus Pacheco, Development Services Director

Prepared By: Marcus Pacheco, Development Services Director

Department Director: Marcus Pacheco, Development Services Director

Sponsoring Court Member: Lon Shell, Commissioner Precinct 3

AGENDA ITEM LANGUAGE:

PLN-1887-NP; Discussion and possible action regarding the final plat for the Martinez Place Subdivision (1 Lot)

BACKGROUND/SUMMARY OF REQUEST:

- A) Martinez Place Subdivision is a proposed 1 lot subdivision consisting of 3.01 acres out of the approximately 56.90 acre parent tract located off of West Fitzhugh Road in Precinct 3 in the fully unincorporated area outside of Dripping Springs.
- B) Water utility will be provided by an individual private well. Wastewater treatment will be achieved by an individual on-site sewage facility.

STAFF COMMENTS:

The proposed plat has been reviewed by Hays County Staff pursuant to the current Subdivision Regulations and Texas Local Government Code Chapter 232.

There are no variances requested

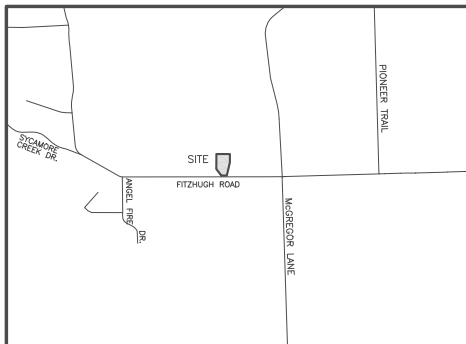
Staff recommends approval

ATTACHMENTS/EXHIBITS:

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. 48209C0025F, 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 TCEG 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 DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
7. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
8. THIS SUBDIVISION LIES WITH HAYS COUNTY EMERGENCY SERVICES DISTRICTS 1 AND 6.
9. THIS SUBDIVISION LIES WITHIN THE HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT.
10. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
11. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OF FHWA DESIGN.
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.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, GRETA SUZANNE PANTANO AND NATALE CHARLES PANTANO, OWNERS OF 56.90 ACRES IN THE C & M RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 588, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED 3/21/2006, AND RECORDED IN VOLUME 2886, PAGE 335 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND DEED DATED 7/8/2008, AND RECORDED IN VOLUME 3441, PAGE 379 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND DEED DATED 12/16/2008, AND RECORDED IN VOLUME 3563, PAGE 884 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY SUBDIVIDE THIS PROPERTY TO BE KNOWN AS MARTINEZ PLACE 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 STREETS AND EASEMENTS SHOWN HEREON.

GRETA SUZANNE PANTANO
6180 W. FITZHUGH RD
DRIPPING SPRINGS, TX. 78620

NATALE CHARLES PANTANO
6180 W. FITZHUGH RD.
DRIPPING SPRINGS, TX. 78620

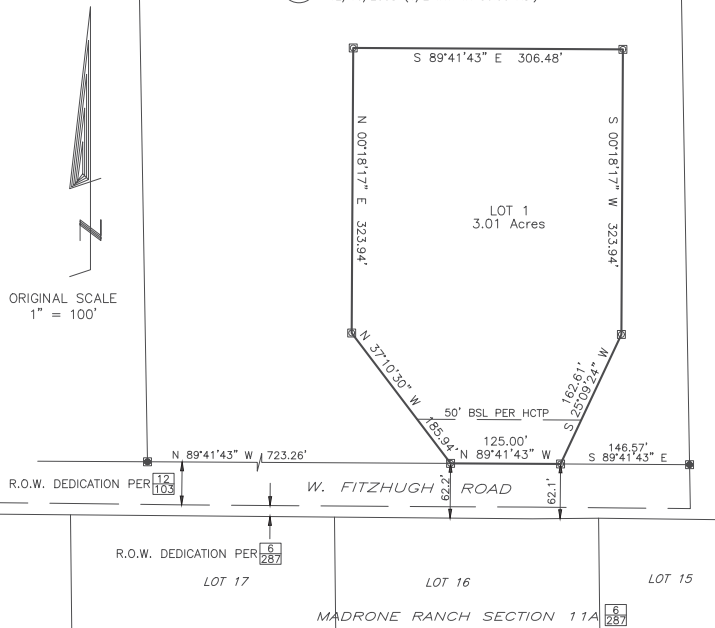
STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GRETA SUZANNE PANTANO AND NATALE CHARLES PANTANO, 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

- (2886/335) SUSAN MILLER WARWICK, EXECUTOR TO
GRETA SUZANNE PANTANO
3/21/2006 (INT. IN 57.31 AC.)
- (3441/379) SUSAN MILLER WARWICK TO
GRETA SUZANNE PANTANO
7/8/2008 (1/2 INT. IN 56.90 AC.)
- (3563/884) GRETA SUZANNE PANTANO TO
NATALE CHARLES PANTANO
12/16/2008 (1/2 INT. IN 56.90 AC.)



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
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 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.

MARCUS PACHECO, DIRECTOR,
HAYS COUNTY DEVELOPMENT SERVICES

DATE

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

DATE

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 AREA = 3.01 AC.
TOTAL NUMBER OF LOTS = 1
AVERAGE LOT SIZE = 3.01
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 - 10 ACRES = 0
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

LEGEND

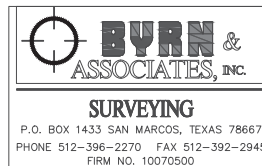
- (VOL PG) HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- (VOL PG) HAYS COUNTY PLAT RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- FENCE POST
- 1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "STAUDI"
- WIRE FENCE
- UTILITY LINE, POLE AND GUY
- BUILDING SETBACK LINE
- HAYS COUNTY TRANSPORTATION PLAN

CLIENT: MARTINEZ, ARTHUR
DATE: 7/13/21
OFFICE: K. SMITH
CREW: K. SMITH, C. SMITH
FB/PG: 782/70
PLAT NO. 27935-21-c

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



PLAT OF MARTINEZ PLACE SUBDIVISION,
HAYS COUNTY, TEXAS

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1759-NP Anthem Phase 4 Preliminary Plan (110 Lots). Discussion and possible action to approve preliminary plan.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

PACHECO

SPONSOR

SMITH

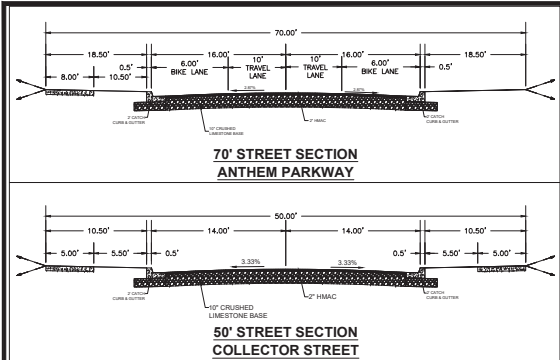
CO-SPONSOR

N/A

SUMMARY

Anthem Phase 4 Preliminary Plan is a 110 lot subdivision across 50.717 acres located off of FM 150 in Precinct 4. Out of the 110 total lots, 104 lots will be intended for single family residential, 6 lots will be intended for open space, drainage, and a school site.

All residential lots will be served by Anthem MUD for Water and Wastewater.

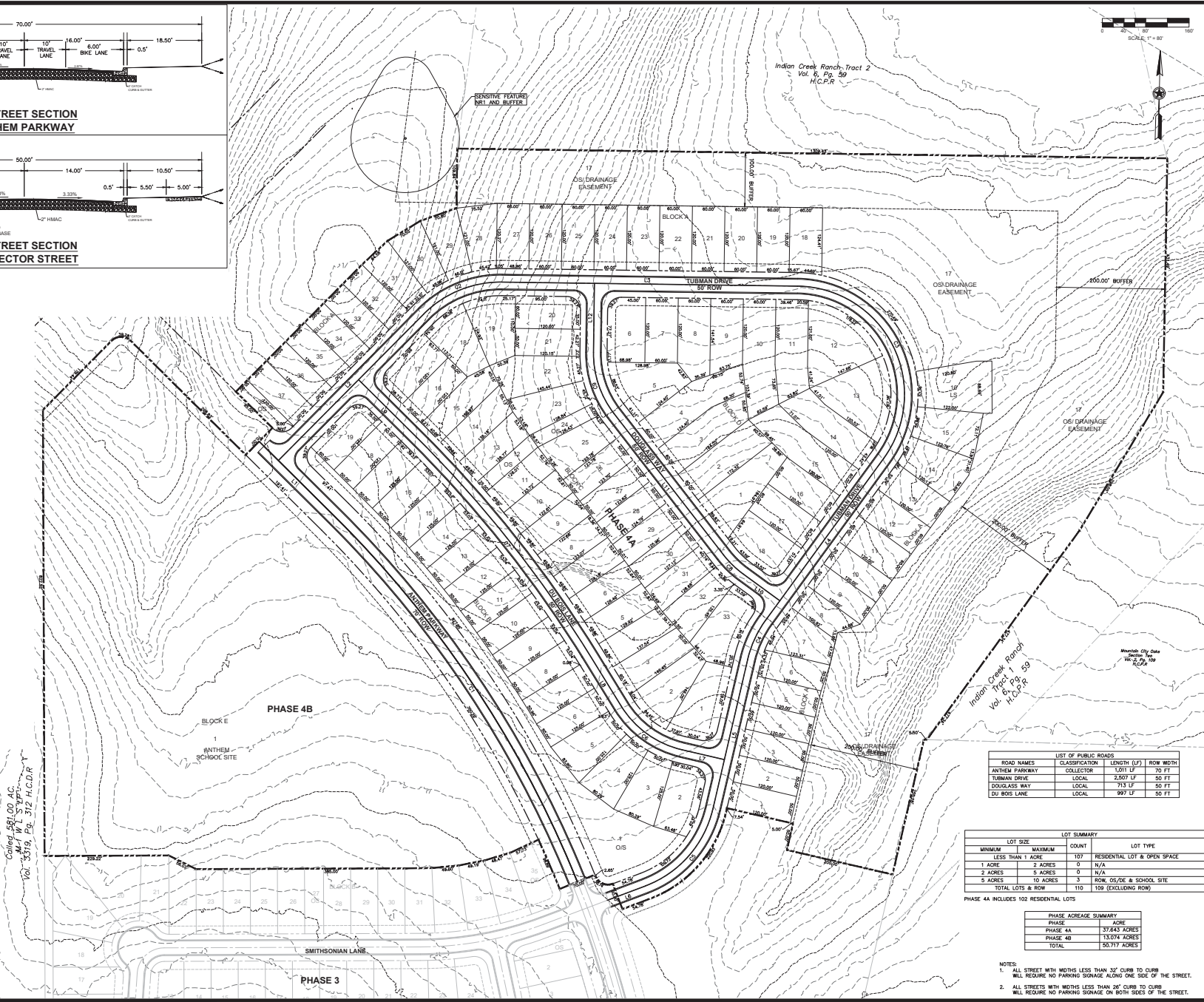


LOT ACREAGE SUMMARY		LOT ACREAGE SUMMARY	
LOT	ACRE	LOT	ACRE
LOT 1 BLOCK A	0.14 AC	LOT 1 BLOCK C	0.23 AC
LOT 2 BLOCK A	0.14 AC	LOT 2 BLOCK C	0.21 AC
LOT 3 BLOCK A	0.14 AC	LOT 3 BLOCK C	0.18 AC
LOT 4 BLOCK A	0.14 AC	LOT 4 BLOCK C	0.15 AC
LOT 5 BLOCK A	0.14 AC	LOT 5 BLOCK C	0.15 AC
LOT 6 BLOCK A	0.14 AC	LOT 6 BLOCK C	0.15 AC
LOT 7 BLOCK A	0.18 AC	LOT 7 BLOCK C	0.15 AC
LOT 8 BLOCK A	0.12 AC	LOT 8 BLOCK C	0.14 AC
LOT 9 BLOCK A	0.14 AC	LOT 9 BLOCK C	0.14 AC
LOT 10 BLOCK A	0.14 AC	LOT 10 BLOCK C	0.14 AC
LOT 11 BLOCK A	0.17 AC	LOT 11 BLOCK C	0.15 AC
LOT 12 BLOCK A	0.17 AC	LOT 12 BLOCK C	0.07 AC
LOT 13 BLOCK A	0.17 AC	LOT 13 BLOCK C	0.16 AC
LOT 14 BLOCK A	0.21 AC	LOT 14 BLOCK C	0.17 AC
LOT 15 BLOCK A	0.20 AC	LOT 15 BLOCK C	0.18 AC
LOT 16 BLOCK A	0.20 AC	LOT 16 BLOCK C	0.14 AC
LOT 17 BLOCK A	0.28 AC	LOT 17 BLOCK C	0.14 AC
LOT 18 BLOCK A	0.17 AC	LOT 18 BLOCK C	0.19 AC
LOT 19 BLOCK A	0.17 AC	LOT 19 BLOCK C	0.20 AC
LOT 20 BLOCK A	0.17 AC	LOT 20 BLOCK C	0.18 AC
LOT 21 BLOCK A	0.17 AC	LOT 21 BLOCK C	0.14 AC
LOT 22 BLOCK A	0.17 AC	LOT 22 BLOCK C	0.23 AC
LOT 23 BLOCK A	0.17 AC	LOT 23 BLOCK C	0.19 AC
LOT 24 BLOCK A	0.17 AC	LOT 24 BLOCK C	0.07 AC
LOT 25 BLOCK A	0.17 AC	LOT 25 BLOCK C	0.18 AC
LOT 26 BLOCK A	0.17 AC	LOT 26 BLOCK C	0.14 AC
LOT 27 BLOCK A	0.17 AC	LOT 27 BLOCK C	0.14 AC
LOT 28 BLOCK A	0.17 AC	LOT 28 BLOCK C	0.14 AC
LOT 29 BLOCK A	0.16 AC	LOT 29 BLOCK C	0.14 AC
LOT 30 BLOCK A	0.16 AC	LOT 30 BLOCK C	0.14 AC
LOT 31 BLOCK A	0.15 AC	LOT 31 BLOCK C	0.15 AC
LOT 32 BLOCK A	0.14 AC	LOT 32 BLOCK C	0.18 AC
LOT 33 BLOCK A	0.14 AC	LOT 33 BLOCK C	0.23 AC
LOT 34 BLOCK A	0.14 AC	BLOCK D	
LOT 35 BLOCK A	0.14 AC	LOT 1 BLOCK D	0.26 AC
LOT 36 BLOCK A	0.14 AC	LOT 2 BLOCK D	0.23 AC
LOT 37 BLOCK A	0.14 AC	LOT 3 BLOCK D	0.24 AC
LOT 38 BLOCK A	0.08 AC	LOT 4 BLOCK D	0.28 AC
BLOCK B		LOT 5 BLOCK D	0.24 AC
LOT 1 BLOCK B	0.39 AC	LOT 6 BLOCK D	0.19 AC
LOT 2 BLOCK B	0.20 AC	LOT 7 BLOCK D	0.17 AC
LOT 3 BLOCK B	0.18 AC	LOT 8 BLOCK D	0.20 AC
LOT 4 BLOCK B	0.18 AC	LOT 9 BLOCK D	0.18 AC
LOT 5 BLOCK B	0.19 AC	LOT 10 BLOCK D	0.29 AC
LOT 6 BLOCK B	0.14 AC	LOT 11 BLOCK D	0.24 AC
LOT 7 BLOCK B	0.15 AC	LOT 12 BLOCK D	0.32 AC
LOT 8 BLOCK B	0.15 AC	LOT 13 BLOCK D	0.30 AC
LOT 9 BLOCK B	0.15 AC	LOT 14 BLOCK D	0.24 AC
LOT 10 BLOCK B	0.15 AC	LOT 15 BLOCK D	0.28 AC
LOT 11 BLOCK B	0.15 AC	LOT 16 BLOCK D	0.17 AC
LOT 12 BLOCK B	0.15 AC	LOT 17 BLOCK D	0.17 AC
LOT 13 BLOCK B	0.15 AC	LOT 18 BLOCK D	0.20 AC
LOT 14 BLOCK B	0.15 AC	BLOCK E	
LOT 15 BLOCK B	0.15 AC	LOT 1 BLOCK E	13.07 AC
LOT 16 BLOCK B	0.15 AC		
LOT 17 BLOCK B	0.15 AC		
LOT 18 BLOCK B	0.14 AC		
LOT 19 BLOCK B	0.17 AC		

LINE & CURVE

LINE #	LENGTH
L1	197.41
L2	380.34
L3	544.63
L4	369.94
L5	283.30
L6	75.18
L7	80.04
L8	103.63
L9	147.92
L10	83.52
L11	330.15
L12	127.27

CURVE #	LENGTH	RADIUS
C1	813.41	2000.00
C2	160.57	200.00
C3	437.48	200.00
C4	80.30	200.00
C5	196.38	200.00
C6	140.16	180.00
C7	523.58	2210.00
C8	50.62	180.00
C9	121.13	180.00



LIST OF PUBLIC ROADS

ROAD NAMES	CLASSIFICATION	LENGTH (LF)	ROW WIDTH
ANTHEM PARKWAY	COLLECTOR	1,001 LF	70 FT
TULEMAN DRIVE	LOCAL	2,507 LF	50 FT
DOUGLAS WAY	LOCAL	713 LF	50 FT
DU BOIS LANE	LOCAL	997 LF	50 FT

LOT SUMMARY

LOT SIZE	COUNT	LOT TYPE
MINIMUM		
LESS THAN 1 ACRE	107	RESIDENTIAL LOT & OPEN SPACE
1 ACRE	0	N/A
2 ACRES	0	N/A
5 ACRES	0	N/A
10 ACRES	3	SCHOOL & SCHOOL SITE
TOTAL LOTS & ROW	110	109 (EXCLUDING ROW)

PHASE 4A INCLUDES 102 RESIDENTIAL LOTS

PHASE	ACRE
PHASE 4A	37.843 ACRES
PHASE 4B	13.574 ACRES
TOTAL	50.717 ACRES

- NOTES:
- ALL STREET WITH WIDTHS LESS THAN 32' CURB TO CURB WILL REQUIRE NO PARKING SIGNAGE ALONG THE SIDE OF THE STREET.
 - ALL STREETS WITH WIDTHS LESS THAN 24' CURB TO CURB WILL REQUIRE NO PARKING SIGNAGE ON BOTH SIDES OF THE STREET.

811
Know what's below.
Call before you dig.

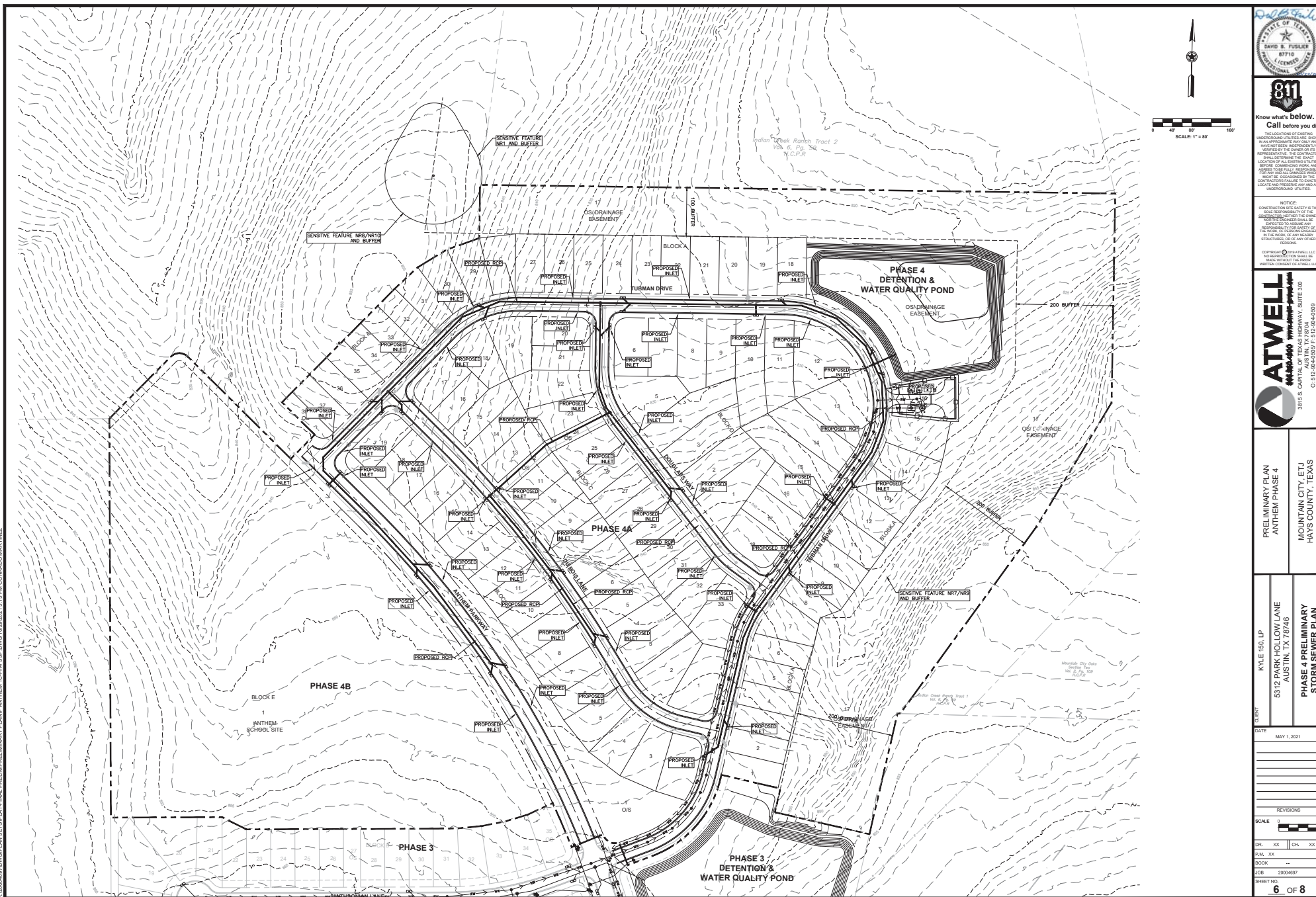
ATWELL
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 200
AUSTIN, TX 78704
O: 512.454.4591
F: 512.454.4591

PRELIMINARY PLAN
ANTHEM PHASE 4
MOUNTAIN CITY, ETJ
HAYS COUNTY, TEXAS

CLIENT: KYLE 150 LP
5312 PARK HOLLOW LANE
AUSTIN, TX 78746
DATE: MAY 1, 2021

SCALE: 1" = 400'
JOB: 20040497
SHEET NO.: 3 OF 8

\\S01\6072\DWG\PLAN\PRELIM\PLAN\PRELIMINARY\PLAN\ANTHEM 4 PRELIMINARY\DWG 12/20/2021 11:58 AM CONRAD MARTINEZ



SCALE: 1" = 80'

Know what's below.
Call before you dig.

NOTICE: THE INFORMATION ON THIS PLAN IS THE SOLE RESPONSIBILITY OF THE ENGINEER. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE INFORMATION ON THIS PLAN IS ACCURATE AND COMPLETE. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE USE OF THIS PLAN.

ATWELL
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 200
AUSTIN, TX 78704
P: 512-355-4500
F: 512-355-4501
WWW.ATWELL.COM

PRELIMINARY PLAN
ANTHEM PHASE 4
MOUNTAIN CITY, ETJ
HAYS COUNTY, TEXAS

KYLE 150, LP
5312 PARK HOLLOW LANE
AUSTIN, TX 78746

PHASE 4 PRELIMINARY
STORM SEWER PLAN

DATE: MAY 1, 2021

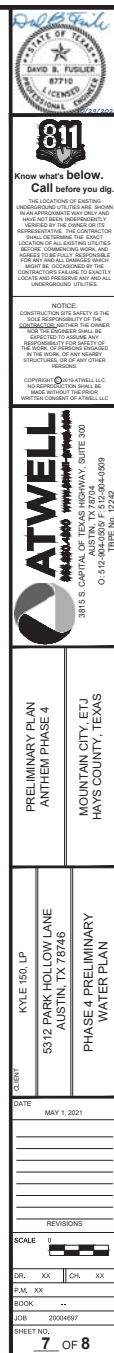
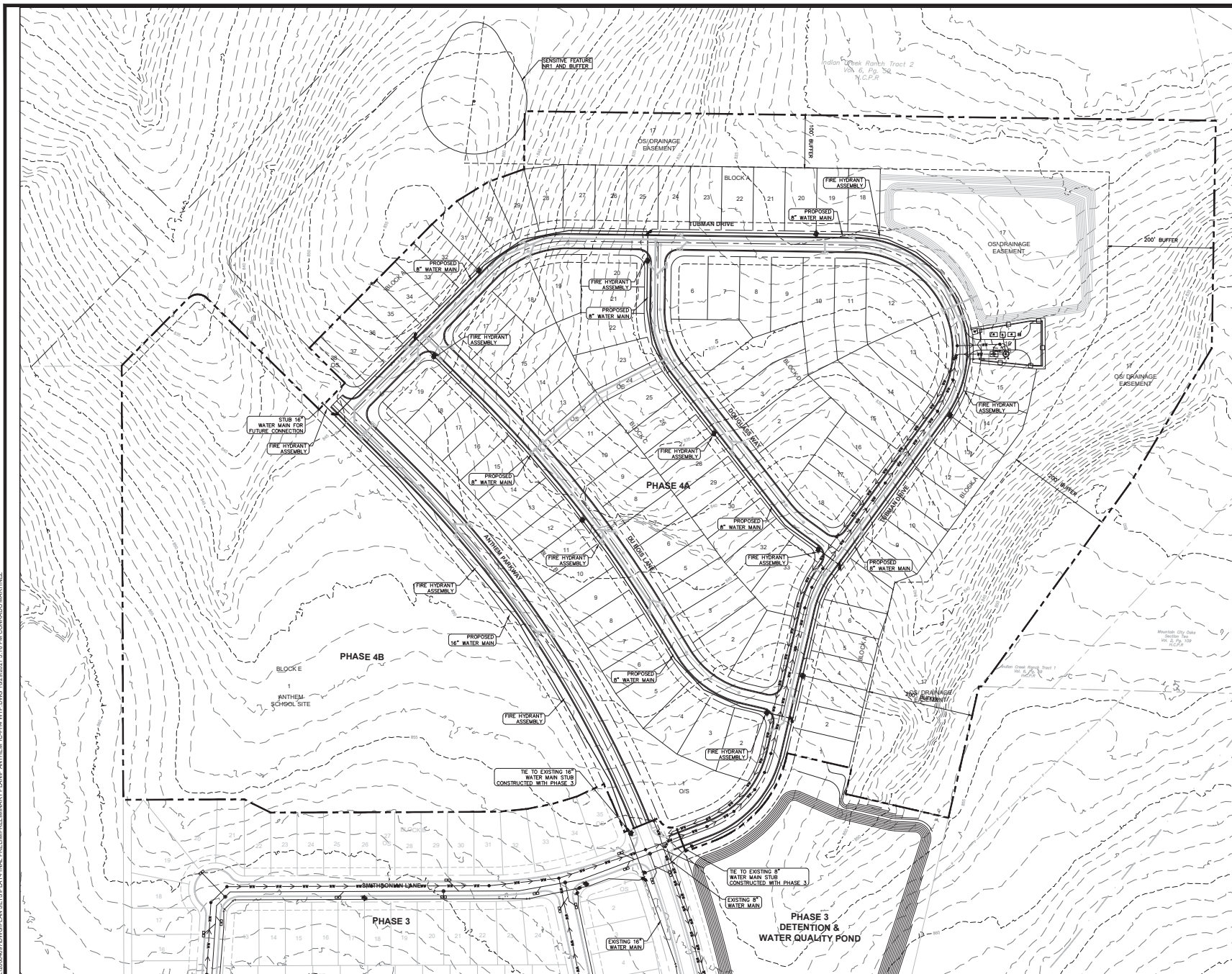
REVISIONS

NO.	DESCRIPTION
1	ISSUED FOR PERMIT

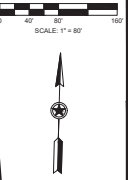
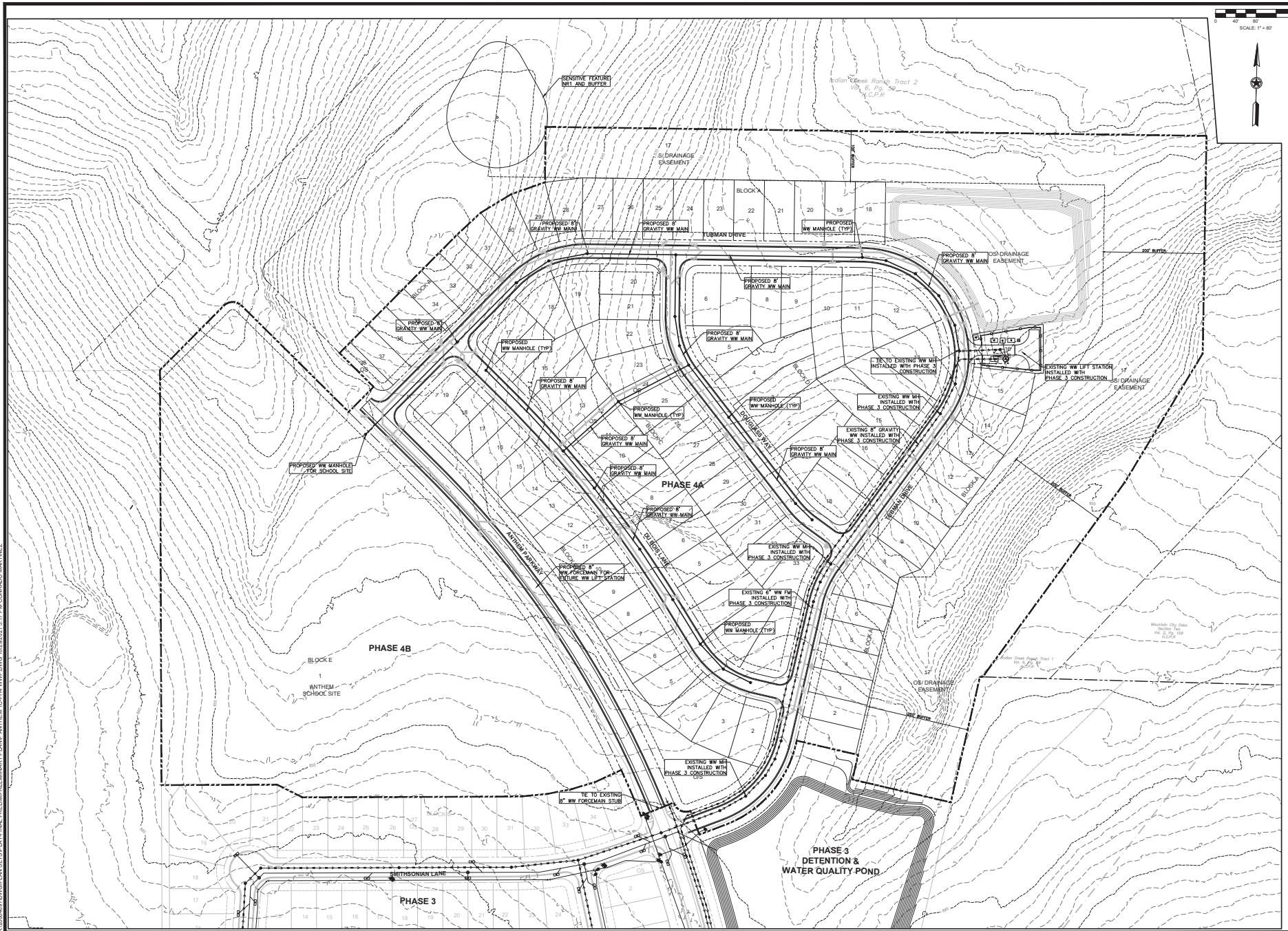
SCALE: 1" = 80'

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6	XX	6	XX
7	XX	7	XX
8	XX	8	XX
9	XX	9	XX
10	XX	10	XX
11	XX	11	XX
12	XX	12	XX
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49	XX	49	XX
50	XX	50	XX

JOB: 20004987
SHEET NO. 6 OF 8



14-0304672.DWG IN AN ETEUPA FINAL PRELIMINARY BINARY PUMP ANTHEM UG P44 WED DING 03/20/21 4:17 PM CONRADO MARTINEZ



Know what's below.
Call before you dig.

NOTICE:
CONSTRUCTION OF THIS PROJECT IS THE SOLE RESPONSIBILITY OF THE UNDERSIGNED. THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY DAMAGE TO OR DESTRUCTION OF ANY EXISTING UTILITIES OR STRUCTURES. THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY DAMAGE TO OR DESTRUCTION OF ANY EXISTING UTILITIES OR STRUCTURES. THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY DAMAGE TO OR DESTRUCTION OF ANY EXISTING UTILITIES OR STRUCTURES.

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ATWELL
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 200
AUSTIN, TX 78704
O: 512.454.4500
F: 512.454.4501
TXB No. 1242

PRELIMINARY PLAN
ANTHEM PHASE 4

CLIENT: KYLE 150, LP
5312 PARK HOLLOW LANE
AUSTIN, TX 78746

PHASE 4 PRELIMINARY
WASTEWATER PLAN

DATE: MAY 1, 2021

REVISIONS:

NO.	DESCRIPTION	DATE

SCALE: 1" = 60'

DRAWN BY: JLM
CHECKED BY: JLM
BOOK: --
JOB: 20004697
SHEET NO.: 8 OF 8

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept the Fiscal Year 2021 Hays County Annual Comprehensive Financial Report as audited by ABIP, PC Certified Public Accountants.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

The Financial Report will be presented & distributed at the Commissioner's Court meeting.

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Marisol Villarreal-Alonzo

SPONSOR

Click to Select
Sponsor.

CO-SPONSOR

N/A

SUMMARY

A representative of ABIP, PC will be present to discuss the report and to answer any related questions.

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 review and approve a preliminary Hays County budget calendar for Fiscal Year 2023.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Marisol Villarreal-Alonzo

SPONSOR

Click to Select
Sponsor.

CO-SPONSOR

N/A

SUMMARY

Attachment: FY 2023 Budget Calendar



Hays County FY 2023 Budget Calendar

April 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

APRIL 2022

April 11th Budget notification sent to all departments

MAY 2022

May 23rd Department deadline for entering Requested Budget into NWS financial software

May 23rd - June 21st Budget Office will review all department requests, import all salary data and create personnel and capital equipment schedules

JUNE 2022

June 22nd Notification sent to County Judge and Commissioners that requested budgets are completed

June 22nd - July 22nd Budget Office prepares recommended budget and meets with court members and department heads as needed

JULY 2022

July 25th Chief appraiser certifies approved appraisal roll

AUGUST 2022

August 2nd Budget Office presents recommended budget to Commissioners Court and files a copy with the County Clerk and on website

August 7th Public Notice for Public Hearing on Proposed Budget (at least 10 days but no more than 30 days before public hearing)

August 9th Budget workshop - 11:00 a.m. Commissioners Court

August 16th Budget workshop - 11:00 a.m. Commissioners Court

August 23rd 1:00 p.m. Public Hearing on Proposed Budget, Vote on proposed tax rate and proposed budget; schedule public hearings on the tax rate and budget (prior to Sept 1)

August 28th Publish notice of public hearings on tax increase (if needed); budget notices emailed to Elected Officials'; Publish Elected Officials' salaries and summary of budget; Publish notice of hearing on budget (by Sept 1 or 30 days after certified values are received)

SEPTEMBER 2022

September 13th Public hearing on tax rate (if necessary) at least 7 days after public notice))

September 20th Public Hearing on the FY 2023 Budget

Set salaries of Elected Officials

Adopt budget after making final changes

Set tax rate and levy taxes (at least 3 days but no more than 14 days after public hearing)

September 30th File final approved budget with County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the Sheriff's Office to hire a Budget Coordinator, slot 0027-001 at the 50th percentile effective 4/1/22.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 29, 2022	\$6,663

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	SHELL	N/A

SUMMARY

In the FY 2022 Budget, the Sheriff's Office is approved a Budget Coordinator position, effective 4/1/2022. The candidate selected for filling this position provides 12 plus years of purchasing and accounts payable experience. A former Hays County Purchasing Office employee, the candidate is knowledgeable of the purchasing policy, budget, the County's budget process, and the operation of departments within the Sheriff's Office.

Due to the individual's experience, training will be minimal and will be an asset to the budget process and daily operations of the Jail and Law Enforcement. Funds within the operating budget are available due to attrition to fund this request.

Sheriff's Office
Budget Coordinator
Grade 112

43,758	Minimum Salary
54,698	50th Percentile
10,940	Difference
2,386	Fringe
13,326	Annualized
6,663	FY22 Impact

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the Transportation Department to hire a Road Maintenance Lead, slot 1055-007 at the 25th percentile effective April 4,2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 29, 2022	\$2,754

LINE ITEM NUMBER

020-710-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Transportation Department would like to hire a Road Maintenance Lead 1055-007 at the 25th percentile. The candidate has 10 + years of prior experience with road construction and maintenance. His knowledge, CDL, training, and leadership will help fill needs within the department. The percentile requested is consistent with Leads of similar experience.

The candidate would be hired after they pass the required physical and drug screen.

Transportation Department
Road Maintenance Lead
Grade 110

36,164	Minimum Salary
40,685	25th Percentile
4,521	Difference
986	Fringe
5,507	Annualized
2,754	FY22 Impact



Request For Exception to Minimum Starting Pay

Applicant Data:

Name:

Hiring Department: Transportation

Position Number and Title: 710-1055 Lead

Grade and Salary Range: 110

Salary Data:

Current Amount Budgeted For Position: \$36,164.06

Requested Starting Salary & Corresponding Percentile: \$40,684.43 25%

Additional Funding Requested: none

Slot # 7

Budget Information:

Base Salary Increase Amount:

Base Benefits Amount:

Total Increase:

Where will funds come from: Salary savings

Justification For Action Requested (Comments about each are required): Depleted staffing levels of CDL drivers due to high need for drivers

Department operational need (How will this candidate meet the needs of the department?) Need for both Lead for a Countywide crew with road maintenance experience

Duties and responsibilities: (What knowledge, skills, abilities, and competencies does this candidate bring to your organization to help fulfill the duties and responsibilities of this job?) CDL, 10+ years of County roadwork and operator experience,

Who was previously in this position?
they go? Promoted

When did they leave? Why did they leave? Where did they go?

Highlight this candidate's:

Relevant work experience and education: 10+ years roadwork, traffic control training

Knowledge, skills, abilities and competencies: County operations procedures, ability to operate various types of equipment, blade, backhoe, rollers, laydown machine, broom, haul truck

Relevant training, certification, license, etc.: CDL, Various TXLTAP operator trained certificates

Internal salary alignment (How will proposed salary compare to salaries of other employees in the department; list name, current salary and length of time in position for others in same role): \$41,489 1 year in position

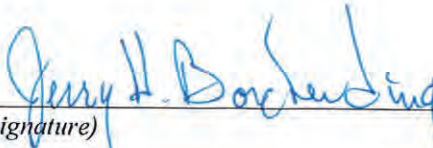
Current salary (How does person's current salary compare to proposed salary?)

Job Description Requirements (Highlight the areas in the attached job description that this candidate possesses to help justify hiring above the minimum): Operates various pieces of equipment and has supervised crews under limited supervision

Approvals:

Hiring Supervisor: ☒ Agree ☐ Disagree

HR Approval: ☐ Agree ☐ Disagree


(signature)

3/24/22
Date

(signature)

Date



Request For Exception to Minimum Starting Pay

If disagree, what is recommendation of starting salary: _____

Auditor's Approval:

Funds Available: ☐ Yes ☐ No

N/A - REQUIRES COMMISSIONERS COURT APPROVAL

(signature)

Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to award contract for RFQ 2022-Q01 Onion Creek Watershed Hydraulic Study to Halff Associates, Inc.; and authorize staff and General Counsel to negotiate a contract to be brought back to court for approval and final contract award.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Marcus Pacheco

SPONSOR

SMITH

CO-SPONSOR

JONES

SUMMARY

On January 18, 2022, the Commissioners Court approved specifications and authorized Purchasing to solicit for RFQ 2022-Q01 Onion Creek Watershed Hydraulic Study. Purchasing received the following two proposals:

AquaStrategies, Inc.
Halff Associates, Inc.

After evaluation of the proposals, the evaluation committee's recommendation is to pursue negotiations with Halff Associates, Inc. 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 authorize the County Judge to execute an Interlocal Cooperative Agreement between Hays County and the City of Buda for contracts procured by the Hays County Purchasing Department.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Marisol Villarreal-Alonzo

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

The Interlocal Cooperative Agreement between the City of Buda and Hays County will allow the city of Buda to utilize procurement contracts that the Hays County Purchasing Department procured through the competitive bidding process pursuant to Texas Local Government Code Ch. 262.021 (subchapter C) where a piggyback clause is utilized in procuring goods and services.

Attached:

Interlocal Cooperative Agreement

**INTERLOCAL PURCHASE AGREEMENT
BETWEEN HAYS COUNTY, TEXAS AND
THE CITY OF BUDA, TEXAS**

This Interlocal Purchase Agreement (the "Agreement") is entered into by the Hays County, Texas and the City of Buda, Texas, acting by and through their respective signature authorities, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code, for the purpose of participating in cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, the Parties are local governments as that term is defined in Section 271.101(2) of the Texas Local Government Code; and

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and

WHEREAS, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economies of scale by cooperatively procuring materials, supplies, goods, services or equipment; and

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, the Parties, acting by and through their respective signature authorities, adopt the foregoing premises as findings of said governing bodies.

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the Parties which will allow the Parties to realize savings when purchasing materials, supplies, goods, services or

equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services. Each Party, in contracting for the purchase of supplies, materials, equipment, and services agrees, at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors.

ARTICLE II TERM

The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date"). This Agreement shall remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement.

ARTICLE III TERMINATION

A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Parties. However, termination of this Agreement by a Party shall not terminate an existing contract between a Party and a vendor.

ARTICLE IV PURCHASING

Each Party shall designate a person to act on their behalf in all matters relating to the cooperative purchasing program. All purchases shall be effected by a purchase order from the purchasing party and directed to the vendor(s). The Parties shall make payments directly to vendors under the contracts made under Chapter 271, Subchapter F, Texas Local Government Code. The purchasing Party shall be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery. The originating contracting Party is not responsible or liable for the performance of any vendor used by the purchasing Party as a result of this Agreement.

ARTICLE V CURRENT REVENUE

The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement and that any debt created through a purchase shall be the sole obligation of the purchasing Party and no obligation or liability for such debt shall be a liability or obligation of the other Parties.

ARTICLE VI FISCAL FUNDING

The financial obligations of the Parties, if any, under this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE VII MISCELLANEOUS

A. **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery, facsimile transmission, or email transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

B. **Amendment:** This Agreement may be amended by the mutual written agreement of the Parties.

C. **Severability:** In the event 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

D. **Governing Law:** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Hays County, Texas.

E. **No Waiver of Immunities:** Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and the United States.

F. **Entire Agreement:** This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

G. **Recitals:** The recitals to this Agreement are incorporated herein.

H. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

I. **No Assignment:** The Parties may not assign or transfer their rights under this Agreement.

J. **Compliance with Law:** Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.

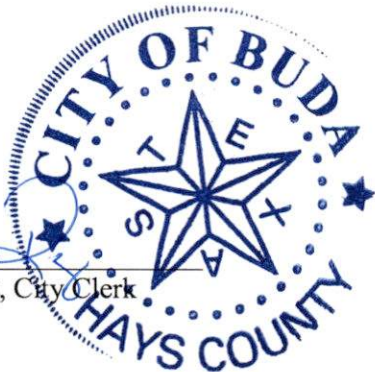
K. **No Waiver of Rights:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.

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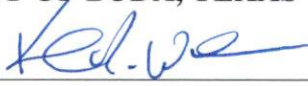
Executed this 22nd day of March, 2022.

ATTEST:


Alicia Ramirez, City Clerk



CITY OF BUDA, TEXAS

By: 
Kenneth Williams, City Manager

Address for Notice:

Purchasing Manager
405 E. Loop Street, Bldg 100
Buda, TX 78610
purchasing@ci.buda.tx.us

COUNTY OF HAYS, TEXAS

By: _____

Title: _____

ATTEST: _____

By: _____

Address for Notice:

Email: _____

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 previously approved Interlocal Agreement between Hays County and the City of Kyle regarding the City of Kyle Tax Increment Reinvestment Zone No.3 (TIRZ 3).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 29, 2022	TBD

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mark Kennedy, General Counsel	SHELL	N/A

SUMMARY

General Counsel will provide additional information during Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Review of the Hays County compensation practices and discussion related to the approach going forward, including identification of the goals of the current salary study being conducted by the Human Resources Department.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
WORKSHOP	March 29, 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
Miller	SHELL	N/A

SUMMARY

Workshop discussion on employee and elected official compensation history and philosophy to accompany RFP request for salary study. Discussion to include goals of the salary study as well as current salary administration practices.

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 of the Texas Government Code: consultation with counsel regarding project(s) related to the Economically Distressed Areas Program, as conducted by the Texas Water Development Board.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

March 29, 2022

AMOUNT REQUIRED

TBD

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

JONES

N/A

SUMMARY

Information to be provided in Executive Session.