

**Commissioners Court April 12, 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 **12th day of April 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	5-7	Swearing In Ceremony of Mark Wobus as Hays County Fire Marshal. BECERRA
2	8-9	Adopt a Proclamation recognizing April 24 - May 1, 2022 as Soil and Water Stewardship Week. BECERRA
3	10-11	Adopt a Proclamation recognizing April 2022 as Sexual Assault Awareness and Prevention Month. BECERRA
4	12-13	Adopt a Proclamation recognizing April 2022 as Child Abuse Prevention and Awareness Month. BECERRA
5	14-15	Adopt a proclamation recognizing April 10-16, 2022 as National Telecommunicators Week. INGALSBE/SHELL
6	16-17	Adopt a Proclamation declaring the week of April 10-16, 2022 as National Animal Care and Control Appreciation Week. JONES
7	18	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.

8	19	Approve payments of County invoices. VILLARREAL-ALONZO
9	20	Approve payments of Juror checks. VILLARREAL-ALONZO
10	21	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
11	22-43	Approve Commissioners Court Minutes of March 8, 2022 and March 22, 2022. BECERRA/CARDENAS
12	44	Approve the payment of the April 15, 2022 payroll disbursements in an amount not to exceed \$3,120,000.00 effective April 14, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
13	45	Authorize the Hays County Building Maintenance Department to utilize insurance proceeds for HVAC repairs located at the Government Center and amend the budget accordingly. INGALSBE/T.CRUMLEY
14	46-57	Authorize the execution of a grant award with Texas Indigent Defense Commission (TIDC) to extend the term of the Regional Padilla Compliance Pilot Project grant to September 30, 2024. SHELL/INGALSBE/T.CRUMLEY
15	58-59	Adopt a Resolution of support to formally recognize the Texas Historical Commission's Undertold historical marker for the Vaqueros, Ranch Hands and Stock Raisers. BECERRA
16	60-61	Authorize the District Attorney's Office to purchase two (2) new 2022 Ford Explorers utilizing the DA Discretionary Funds and amend the budget accordingly. INGALSBE/MAU

17	62-85	Authorize the County Judge to execute a Padilla Consulting Agreement between Hays County and Capital Area Private Defender Services, otherwise known as "myPadilla" regarding the Regional Padilla Compliance Pilot Project to be paid for by a Technical Assistance Grant awarded by the Texas Indigent Defense Commission (TIDC) in the amount of \$233,682.00. SHELL/INGALSBE/T.CRUMLEY
18	86-142	Accept the delivery of the Community Supervision and Corrections Department's (CSCD) Financial Statements for the Fiscal Year ending on August 31, 2021 for filing with the Hays County Commissioners Court pursuant to Local Government Code, Section 140.004(d) and the Texas Department of Criminal Justice-Community Justice Assistance Divisions Financial Management Manual. VILLARREAL-ALONZO
19	143-145	Approve Utility Permits. JONES/BORCHERDING
20	146	Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2022 quarterly financial reporting. VILLARREAL-ALONZO
21	147-148	Authorize the County Judge to execute an Enrollment Agreement with the Professional Development Academy for the Hays County Clerk's Office related to the NACo High Performance on-line training. BECERRA/CARDENAS
22	149-164	Authorize the execution of Amendment No. 2 to the Department of State Health Services (DSHS) IDCU/COVID-19 Grant Program - HHS000812700024. INGALSBE/T.CRUMLEY
23	165-166	Authorize the Elections Administration Office to purchase forty (40) customized vote center storage units utilizing Help America Vote Act (HAVA) grant funds and amend the budget accordingly. SMITH/DOINOFF
24	167-168	Authorize the Building Maintenance Department to purchase a replacement refrigerator for the Precinct 5 breakroom in the amount of \$549.00 and amend the budget accordingly. JONES/T.CRUMLEY
25	169-170	Authorize payment to CTX Fieldhouse in the amount of \$1,200.00 for the Elections Administration Office related to polling location fees in which no purchase order was issued as required per the Hays County Purchasing Policy. SMITH/DOINOFF
26	171	Approve the reappointment of Scott Roberts to the Board of Directors of the West Travis County Public Utility Agency (the "WTCPUA"), term ending September 2026. SMITH
27	172-237	Authorize the County Judge to execute a General and Closing Certificate Of Hays County, Texas, related to the refunding of bonds by the West Travis County Public Utility Agency. SMITH
28	238-386	Approve specifications for RFP 2022-P08 HVAC - Maintenance and Repair Services, Jail and authorize Purchasing to solicit for proposals and advertise. INGALSBE/CUTLER
29	387-388	Authorize the County Judge to execute a Contract Amendment with Lauren Concrete, Inc. related to the County Concrete contract pursuant to IFB 2020-B04, adding a fuel surcharge scale. BECERRA/BORCHERDING
30	389	Approve the transfer of a 2015 Honda Motorcycle 2738-XY from the Sheriff's Office to Constable Pct. 1. INGALSBE/CUTLER
31	390-400	Authorize the County Judge to execute a Contract Amendment with JM Engineering, LLC. related to Countywide HVAC Services pursuant to RFP 2020-P01, decreasing our yearly contract to \$153,923.59, (15% decrease). BECERRA/T.CRUMLEY
32	401-446	Approve specifications for RFP 2022-P09 Comprehensive Classification and Compensation Study and authorize Purchasing to solicit for proposals and advertise. BECERRA/MILLER

ACTION ITEMS

ROADS

33	447-448	Hold a public hearing with possible action to establish a 4-way stop location on Main Street at the intersection with Campo Del Sol Parkway near Sunfield subdivision. JONES/BORCHERDING
34	449	Discussion and possible action to accept the vegetative coverage of all disturbed areas in the ROW, and the release of the 1-year revegetation bond #PB03016800692 in the amount of \$22,738.32 for Great Hills subdivision, Section 7. INGALSBE/BORCHERDING
35	450	Discussion and possible action to consider the release of the maintenance bond #107170496 in the amount of \$86,517.66, and the acceptance of roads into the county road maintenance system for 6 Creeks subdivision, Phase 1, Section 3. SMITH/BORCHERDING
36	451	Discussion and possible action to consider the release of the maintenance bond #75139761 in the amount of \$142,029.00, and the acceptance of roads into the county road maintenance system for Headwaters at Barton Creek subdivision, Phase 1. SMITH/BORCHERDING

37	452-454	Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$255,000.00 to the Professional Services Agreement between Hays County and BGE, Inc. for the RM 967 project from UPRR to IH-35 in Precinct 4, as part of the 2016 Road Bond Program utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). SMITH/BORCHERDING
38	455-462	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and Wimberley Water Supply Corporation (WSC) relating to the County's RM 12 at RM 3237 Intersection Improvement Project and amend the budget accordingly. SHELL/BORCHERDING
39	463-472	Discussion and possible action to authorize the County Judge to execute Change Order No. 1, time extension and budget deduction, to the Professional Services Agreement with Garver, LLC for construction phase services related to Low Water Crossings in Pct. 1 and 2 as part of the Road Bond Program. INGALSBE/BORCHERDING
40	473-488	Discussion and possible action to accept the Subdivision and Site Improvement Bond No. ES00010392 in the amount of \$1,777,719.40 for drainage, street, and erosion control improvements in the Headwaters at Barton Creek Subdivision, Phase 5, Section 2. SMITH/BORCHERDING

SUBDIVISIONS

41	489-496	Discussion and possible action to accept fiscal surety for the construction of street and drainage improvements in the amount of \$694,608.94 for Crosswinds, Phase 3B Subdivision (Bond # K40280753). INGALSBE/BORCHERDING
42	497-516	Discussion and possible action to consider granting a variance from Chapter 721.5.05(B) of the Hays County Development Regulations for the Los Encinos De Paz Subdivision, Final Plat. SMITH/PACHECO
43	517-521	PLN-1780-PC; Call for a Public Hearing on April 26, 2022 to discuss possible approval of the Stagecoach Ranch, Sec 3, Lot 1, Replat. SMITH/PACHECO
44	522-523	PLN-1841-PC; Call for a Public Hearing on April 26, 2022 to discuss possible approval of the Glenn H. Kothmann Properties Subdivision, Lot 14 Replat. SHELL/PACHECO

MISCELLANEOUS

45	524	Discussion and possible action to approve the selection of HOK to deliver schematic designs for the building renovations of both the Elections Building located at 120 Stagecoach Trail, San Marcos and the Equipment Building located at 1303 Uhland Road, San Marcos; and authorize staff and counsel to negotiate a contract. SHELL/T.CRUMLEY
46	525-527	Discussion and possible action to authorize the County Judge to execute Task Order #4 to the Master Interlocal Agreement between Hays County and Texas State University executed on or about August 18, 2020. SHELL/T.CRUMLEY
47	528-531	Discussion and possible action regarding the creation of the Hays County Sexual Assault Response Team (SART) pursuant to Section 351.252 of the Texas Government Code. BECERRA
48	532-533	Discussion and possible action to execute an Order Agreement with Ricoh USA, Inc. for the Elections Office (\$75.00 Monthly) and the Juvenile Detention Center (\$75.00 monthly), effective January 1, 2022. BECERRA
49	534-538	Discussion and possible action to authorize the County Judge to execute a contract with Tyler Technologies related to replacement ticket writer printers for the Constable Pct. 4 Office and amend the budget accordingly. SMITH/MCGILL
50	539-545	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Wimberley regarding floodplain administration and environmental health services for a period not to exceed 12 months. SHELL/PACHECO

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.

51	546	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding establishment of job functions for the Hays County Budget Officer and all positions within the Hays County Budget Office. Possible discussion and/or action may follow in open court. SHELL
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52	547	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property owned by Hays County located at Clovis Barker Road and Civic Center Loop, San Marcos in Pct.1. Possible discussion and/or action may follow in open court. INGALSBE
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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.

53	Discussion and possible action related to the burn ban. BECERRA
54	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
55	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
56	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 8th day of April, 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

Swearing In Ceremony of Mark Wobus as Hays County Fire Marshal.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

April 12, 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



In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, MARK WOBUS, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of the Hays County Fire Marshal, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State and of Hays County, so help me God.

Affiant

.....
STATE OF TEXAS §
 §
COUNTY OF HAYS §

SWORN TO and subscribed before me by Affiant this 12th day of April, 2022, to be effective on the 12th day of April, 2022.

Signature of Person Administering Oath

Printed Name

Title



STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, MARK WOBUS, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATE THEREIN ARE TRUE.

Officer's Signature

Date

HAYS COUNTY FIRE MARSHAL
Position to Which Elected/Appointed

San Marcos, Hays County, Texas

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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AGENDA ITEM

Adopt a Proclamation recognizing April 24 - May 1, 2022 as Soil and Water Stewardship Week.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

April 12, 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



**PROCLAMATION RECOGNIZING APRIL 24 – MAY 1, 2022 AS
SOIL & WATER STEWARDSHIP WEEK**

WHEREAS, healthy soil and clean water is a benefit to everyone; and

WHEREAS, effective conservation practices provide the soil, water, animals, plants, and air that can ensure a rich standard of living; and

WHEREAS, our security depends upon the robust management of natural resources; and

WHEREAS, stewardship calls for each person to help conserve these precious resources;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim April 24-May 1, 2022 as

SOIL & WATER STEWARDSHIP WEEK

ADOPTED THIS THE 12TH DAY OF APRIL 2022

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a Proclamation recognizing April 2022 as Sexual Assault Awareness and Prevention Month.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

April 12, 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

Proclamation submitted by the Hays County Women's Center.



PROCLAMATION RECOGNIZING APRIL 2022 AS SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH

WHEREAS, 6.3 million Texans have experienced some form of sexual assault in their lifetime; and

WHEREAS, 2 in 5 women and 1 in 5 men in Texas have been sexually assaulted in their lifetime affecting all races, ages, genders and economic situations; and

WHEREAS, the Hays-Caldwell Women's Center provided direct services to **586** adult victims of sexual assault in Hays and Caldwell Counties last year; and

WHEREAS, Hays County is intolerant of sexual violence in any form and recognizes that education and awareness may prevent sexual assault; and

WHEREAS, efforts to reduce sexual assault can only be successful through citizen involvement, and the safety of the citizens of the Hays County depends upon our actions to end sexual assault;

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

SEXUAL ASSAULT AWARENESS & PREVENTION MONTH

ADOPTED THIS THE 12TH DAY OF APRIL 2022

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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AGENDA ITEM

Adopt a Proclamation recognizing April 2022 as Child Abuse Prevention and Awareness Month.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

April 12, 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

Proclamation submitted by the Hays County Women's Center.



**PROCLAMATION RECOGNIZING APRIL 2022 AS
CHILD ABUSE PREVENTION AND AWARENESS MONTH**

WHEREAS, more than 68,461 cases of child abuse and neglect were confirmed in Texas in 2021 resulting in 16,629 children being placed in foster care in Texas, and the death of 199 children in Texas in 2021; and

WHEREAS, 537 children were confirmed victims of abuse in Hays County; and

WHEREAS, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and 2021 was an especially trying time for children who are unsafe in their homes. Through the perseverance of our many community organizations working daily to end child abuse, we continually served children throughout the pandemic.

WHEREAS, locally, representatives from Hays County Child Protective Board, Hays County District Attorney's Office, Hays-Caldwell Women's Center and Roxanne's House, Greater San Marcos Youth Council, Texas Department of Family and Protective Services, Court Appointed Special Advocates (CASA), San Marcos, Buda and Kyle Police Departments, Hays County Sheriff's Office, and Christus Santa Rosa-San Marcos have joined forces to provide preventive and supportive services to child victims and their families; and

WHEREAS, every child in Hays County deserves to be safe, nurtured and supported in caring relationships;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim the month of April 2022 as

CHILD ABUSE PREVENTION AND AWARENESS MONTH

And do hereby call upon the citizens of Hays County to work together to raise awareness and prevent child abuse in our community and beyond.

ADOPTED THIS THE 12TH DAY OF APRIL 2022

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a proclamation recognizing April 10-16, 2022 as National Telecommunicators Week.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

April 12, 2022

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

CUTLER

SPONSOR

INGALSBE

CO-SPONSOR

SHELL

SUMMARY

Please refer to attached proclamation.



**PROCLAMATION RECOGNIZING APRIL 10-16, 2022 AS
NATIONAL TELECOMMUNICATORS WEEK**

WHEREAS, emergencies can occur at anytime that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, Public Safety Dispatchers are the first contact our residents have with emergency services. They provide steady guidance and support in a caller's most frantic and panicked moments; and

WHEREAS, Public Safety Dispatchers are the a vital link for our police officers and firefighters by monitoring their activities, providing them information and insuring their safety; and

WHEREAS, Public Safety Dispatchers are more than a calm and reassuring voice at the other end of the phone, they are the "unseen first responders." They are knowledgeable and highly trained individuals who work closely with other police, fire, and medical personnel; and

WHEREAS, Public Safety Dispatchers of Hays County have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each dispatcher has exhibited compassion, understanding, dedication and professionalism during the performance of their job in the past year; and

WHEREAS, Public Safety Dispatchers serve the public in countless ways without recognition by the beneficiaries of their services.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim April 10-16, 2022 as

National Telecommunicator Week.

ADOPTED THIS THE 12th DAY OF APRIL 2022

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cardenas MBA PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a Proclamation declaring the week of April 10-16, 2022 as National Animal Care and Control Appreciation Week.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	April 12, 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
Mark Jones	JONES	N/A

SUMMARY

(see attachment)



**PROCLAMATION RECOGNIZING APRIL 10-16, 2022 AS
NATIONAL ANIMAL CARE AND CONTROL APPRECIATION WEEK**

WHEREAS, the National Animal Care and Control Association has designated the second week of April each year as National Animal Care and Control Appreciation Week; and

WHEREAS, various federal, state, and local government officials throughout the country take this time to recognize, thank and commend all Animal Control Officers and Animal Services Staff for the dedicated service they provide to the citizens, public safety, and public service agencies and departments across the nation; and

WHEREAS, the citizens of Hays County would like to express their sincere thanks and appreciation for the outstanding service that all the animal control officers throughout Hays County perform on a daily basis; and

WHEREAS, Hays County recognizes the Animal Control Staff for the many dedicated and long hours of service they perform in serving animals and residents of our community, and for their commitment to providing the highest and most efficient level of customer service;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby recognize April 10-16, 2022, as National Animal Care and Control Appreciation Week in Hays County and encourages all citizens to join us in expressing their sincere appreciation for the service and dedication of our Animal Control employees.

ADOPTED THIS THE 12th DAY OF APRIL 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

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AMOUNT REQUIRED

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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

April 12, 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 payment of Juror checks.

ITEM TYPE

CONSENT

MEETING DATE

April 12, 2022

AMOUNT REQUIRED

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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

April 12, 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

April 12, 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



MARCH 8, 2022

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 8th DAY OF MARCH A.D., 2022, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Ingalsbe led the court in an invocation.

Clerks Note: Commissioner Jones arrived in court at 9:02 a.m. for the following proceedings.

Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Dan Lyon made a public comment on Commissioner Smith's campaign financing. Rodrigo Amaya made a public comment defining intoxication and asked the Court to act against a commissioner he believes qualifies for a DWI charge.

Clerk's Note Agenda Item #1 RE: ADOPT A PROCLAMATION DECLARING MARCH 24, 2022 AS WORLD TB DAY FOR HAYS COUNTY. – WAS PULLED.

PRESENTATION OF THE CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING TO THE HAYS COUNTY AUDITOR'S OFFICE AND THE AWARD OF FINANCIAL REPORTING ACHIEVEMENT TO THE HAYS COUNTY AUDITOR FROM THE GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA).

Marisol Villarreal-Alonzo, Auditor, thanked the court for allowing the Auditor's office to be presented with the Certificate of Achievement. Elaine H. Cardenas, County Clerk, read aloud the press release for the Government Finance Officers Association. Marisol Villarreal-Alonzo recognized her staff for their diligence and detailed hard work.

37339 ADOPT A PROCLAMATION RECOGNIZING ROSALINDA MORENO, A GARY JOB CORPS EMPLOYEE, ON HER SERVICE TO THE COMMUNITY.

Lorraine Lane, Executive Center Director of the Gary Job Corps Center, thanked the court for this proclamation and congratulated Ms. Moreno. **A Motion was made By Commissioner Ingalsbe, Seconded by Commissioner Shell to adopt a Proclamation recognizing Rosalinda Moreno, a Gary Job Corps employee, on her service to the community. All present voted "Aye." MOTION PASSED.**

UPDATE ON THE FEBRUARY REPORT OF THE HILL COUNTRY MENTAL HEALTH AND DEVELOPMENTAL DISABILITY MEETING BY CHARLES CAMPISE.

Charles Campise, Hays County representative of the Hill Country Mental Health Developmental Disability Agency, gave an update to the court. Mr. Campise stated the current budget is \$44 million per year and he was voted as Secretary of the agency during the last meeting. He gave additional updates regarding funds, purchases and reviewed the agenda from the agency's previous meeting.



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UPDATE BY DIRECTOR OF COUNTYWIDE OPERATIONS AND HAYS COUNTY STAFF ON THE EMERGENCY RENTAL ASSISTANCE PROGRAM (ERAP); POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW.

Tammy Crumley, Director of Countywide Operations, gave the court and update to the court. Last session, \$1.2 million had been disbursed and as of yesterday, \$1.5 million has been disbursed. She stated there are approximately 358 open tickets, of which 200 are waiting on citizen responses, 65 are under auditor's review and 91 are under case worker review. The new program manager team will come in tomorrow to train and take over the program. A location will be decided for the public to access easily. Commissioner Ingalsbe thanked Mrs. Crumley for the work done.

37340 APPROVE PAYMENTS OF COUNTY INVOICES.

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

37341 APPROVE PAYMENTS OF JUROR CHECKS.

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

37342 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

37343 APPROVE COMMISSIONERS COURT MINUTES OF JANUARY 18, 2022, FEBRUARY 1, 2022 AND FEBRUARY 15, 2022.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve Commissioners Court Minutes of January 18, 2022, February 1, 2022 and February 15, 2022. All present voted "Aye." MOTION PASSED.

37344 APPROVE THE PAYMENT OF THE MARCH 15, 2022 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$3,175,000.00 EFFECTIVE MARCH 15, 2022 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the payment of the March 15, 2022 payroll disbursements in an amount not to exceed \$3,175,000.00 effective March 15, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

37345 ACCEPT THE 2021 RACIAL PROFILING REPORT FROM THE HAYS COUNTY CONSTABLE OFFICE, PRECINCT 1.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept the 2021 Racial Profiling Report from the Hays County Constable Office, Precinct 1. All present voted "Aye." MOTION PASSED.

37346 APPROVE THE RE-APPOINTMENTS OF JOE PENDLETON AND CHUCK WARE TO EMERGENCY SERVICE DISTRICT (ESD) #4 FOR TWO-YEAR TERMS ENDING DECEMBER 31, 2023.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the re-appointments of Joe Pendleton and Chuck Ware to Emergency Service District (ESD) #4 for two-year terms ending December 31, 2023. All present voted "Aye." MOTION PASSED.



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- 37347 AUTHORIZE THE BUILDING MAINTENANCE DEPARTMENT TO UTILIZE INSURANCE PROCEEDS FOR HVAC REPAIRS LOCATED AT THE GOVERNMENT CENTER AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Building Maintenance Department to utilize insurance proceeds for HVAC repairs located at the Government Center and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 37348 AUTHORIZE THE JUVENILE DETENTION CENTER TO PURCHASE ONE (1) WASTE DISPOSAL WITH LEG KIT VALUED AT \$2,986.33 AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Juvenile Detention Center to purchase one (1) Waste Disposal with Leg Kit valued at \$2,986.33 and amend the budget accordingly. All present voted "Aye." MOTION PASSED

- 37349 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 SQUARE APARTMENTS, LOCATED IN SAN MARCOS, HAYS COUNTY, TEXAS.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to 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 Square Apartments, located in San Marcos, Hays County, Texas. All present voted "Aye." MOTION PASSED

- 37350 APPROVE RENEWAL OF RFP 2018-P10 COUNTY WIDE ELECTRICAL SERVICES WITH CT ELECTRIC AND TED BREIHAN ELECTRIC FOR ONE (1) ADDITIONAL YEAR AS STATED IN THE ORIGINAL BID.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve renewal of RFP 2018-P10 County Wide Electrical Services with CT Electric and Ted Breihan Electric for one (1) additional year as stated in the original bid. All present voted "Aye." MOTION PASSED.

- 37351 AUTHORIZE PAYMENT TO COWBOY HARLEY-DAVIDSON OF AUSTIN IN THE AMOUNT OF \$682.96 FOR THE HAYS COUNTY CONSTABLE, PCT. 4 OFFICE IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER THE HAYS COUNTY PURCHASING POLICY.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize payment to Cowboy Harley-Davidson of Austin in the amount of \$682.96 for the Hays County Constable, Pct. 4 Office in which no purchase order was issued as required per the Hays County Purchasing Policy. All present voted "Aye." MOTION PASSED.

- 37352 AUTHORIZE SECURITY ONE TO INSTALL A CELLULAR COMMUNICATOR TO THE FIRE ALARM SYSTEM AT THE PRECINCT 5 BUILDING IN THE AMOUNT OF \$800.00 AND EXECUTE THE UPDATED SYSTEM MONITORING AGREEMENT.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize Security One to install a Cellular Communicator to the fire alarm system at the Precinct 5 building in the amount of \$800.00 and execute the updated system monitoring agreement. All present voted "Aye." MOTION PASSED.

- 37353 AUTHORIZE THE RECYCLING AND SOLID WASTE DEPARTMENT TO PURCHASE A REPLACEMENT OPTIPLEX 7090 MICRO IN THE AMOUNT OF \$1,022.00 OR THE WIMBERLEY RECYCLING AND SOLID WASTE OFFICE AND AMEND THE BUDGET ACCORDINGLY.**



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A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Recycling and Solid Waste Department to purchase a replacement OptiPlex 7090 Micro in the amount of \$1,022.00 or the Wimberley Recycling and Solid Waste office and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37354 AUTHORIZE THE COUNTY JUDGE TO ACCEPT THE ANNUAL 2021 WILDLIFE MANAGEMENT ACTIVITIES REPORT FOR GAY RUBY DAHLSTROM NATURE PRESERVE.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to accept the Annual 2021 Wildlife Management Activities Report for Gay Ruby Dahlstrom Nature Preserve. All present voted "Aye." MOTION PASSED.

37355 AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD FROM THE DEPARTMENT OF STATE HEALTH SERVICES FOR THE FY23 PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) FUNDING IN THE AMOUNT OF \$126,721.00.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the acceptance of a grant award from the Department of State Health Services for the FY23 Public Health Emergency Preparedness (PHEP) funding in the amount of \$126,721.00. All present voted "Aye." MOTION PASSED.

37356 ACCEPT THE 2021 RACIAL PROFILING REPORT FROM HAYS COUNTY CONSTABLE OFFICE PRECINCT 5.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept the 2021 Racial Profiling Report from Hays County Constable Office Precinct 5. All present voted "Aye." MOTION PASSED.

37357 RATIFY THE ACCEPTANCE OF THREE (3) SINGLE-SIDED BANNERS VALUED AT \$600.00 FROM LEWIS SIGNS TO THE SHERIFF'S OFFICE FOR RECRUITING PURPOSES AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to ratify the acceptance of three (3) single-sided banners valued at \$600.00 from Lewis Signs to the Sheriff's Office for recruiting purposes and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37358 ACCEPT THE 2021 RACIAL PROFILING REPORT FOR THE HAYS COUNTY SHERIFF'S OFFICE.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept the 2021 Racial Profiling Report for the Hays County Sheriff's Office. All present voted "Aye." MOTION PASSED.

37359 APPROVE OUT OF STATE TRAVEL, UTILIZING THE SHERIFF'S OFFICE CONTINUING EDUCATION FUNDS, FOR CRIMINAL INVESTIGATIONS DIVISION LIEUTENANT MICHAEL BRIGGS TO ATTEND THE NATIONAL HOMELAND SECURITY CONFERENCE ON JULY 11-14, 2022 IN CLEVELAND, OHIO.

Judge Becerra asked upon return from the training, that he be updated on the latest information available. A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve out of state travel, utilizing the Sheriff's Office Continuing Education Funds, for Criminal Investigations Division Lieutenant Michael Briggs to attend the National Homeland Security Conference on July 11-14, 2022 in Cleveland, Ohio. All present voted "Aye." MOTION PASSED.

37360 APPROVE OUT OF STATE TRAVEL, UTILIZING THE SHERIFF'S OFFICE CONTINUING EDUCATION FUNDS, FOR DETECTIVE MIKE ANDREWS TO ATTEND FORCE SCIENCE CERTIFICATION ON APRIL 25-29, 2022 IN CLEVELAND, OHIO.



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A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve out of state travel, utilizing the Sheriff's Office Continuing Education Funds, for Detective Mike Andrews to attend Force Science Certification on April 25-29, 2022 in Cleveland, Ohio. All present voted "Aye." MOTION PASSED.

37361 AUTHORIZE THE SHERIFF'S OFFICE TO USE SALARY SAVINGS TO COVER PRICE INCREASES FOR FY 2022 BULLETPROOF VESTS AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Smith stated these vests expire on an annual basis and must be replaced. There is grant funding, but it does not cover the total costs. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Sheriff's Office to use salary savings to cover price increases for FY 2022 bulletproof vests and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37362 APPROVE AND CONFIRM THE APPOINTMENT OF THOMAS MCGREEVY AS A REGULAR FULL-TIME DEPUTY CONSTABLE IN THE HAYS COUNTY CONSTABLE PRECINCT 3 OFFICE.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve and confirm the appointment of Thomas McGreevy as a regular full-time Deputy Constable in the Hays County Constable Precinct 3 Office. All present voted "Aye." MOTION PASSED.

37363 APPROVE UTILITY PERMITS.

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

37364 AUTHORIZE THE SHERIFF'S OFFICE TO USE EXISTING FUNDS TO PURCHASE LAW ENFORCEMENT TACTICAL EQUIPMENT TOTALING \$2,590.00 AND AMEND THE BUDGET ACCORDINGLY.

Dan Lyon made a public comment regarding the back up and wanting further clarification. Mike Davenport, Chief – Sheriff's Office, stated this is for surveillance equipment. A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Sheriff's Office to use existing funds to purchase law enforcement tactical equipment totaling \$2,590.00 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37365 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN ANNUAL RENEWAL AGREEMENT BETWEEN HAYS COUNTY BUILDING MAINTENANCE AND JOHNSON CONTROLS IN THE AMOUNT OF \$10,030.22.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an annual renewal agreement between Hays County Building Maintenance and Johnson Controls in the amount of \$10,030.22. All present voted "Aye." MOTION PASSED.

37366 APPROVE AN INCREASE OF \$600.00 IN THE CHANGE FUND FOR THE COUNTY CLERK'S OFFICE AS RECOMMENDED BY THE COUNTY AUDITOR PER TEXAS LOCAL GOVERNMENT CODE 130.902 (D).

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve an increase of \$600.00 in the change fund for the County Clerk's Office as recommended by the County Auditor per Texas Local Government Code 130.902 (d). All present voted "Aye." MOTION PASSED.

37367 RATIFY THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND GRIMES COUNTY FOR HOUSING AND CARE OF HAYS COUNTY CORRECTIONS INMATES.



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Rodrigo Amaya spoke on Grimes County and their use of outdated information. He asked what type of gardening Grimes County inmates partake in and if Hays County has been paying Grimes County since 2021. Commissioner Ingalsbe stated she was asked to sign this in Judge Becerra's absence. Mark Kennedy, General Counsel, stated we do have inmates in Grimes County and the year 2021 was a clerical error, which should have been 2022. Judge Becerra gave clarification that he was not absent when asked to sign but wanted to bring to court prior. He stated he was disappointed that Commissioner Ingalsbe signed the agreement. Commissioner Shell reviewed population counts and the importance of adding additional counties as a precautionary measure is best as the number of arrests increase in the upcoming summer months. Mark Kennedy stated he asked Commissioner Ingalsbe to sign the agreement. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to ratify the execution of an Interlocal Cooperation Agreement between Hays County and Grimes County for housing and care of Hays County corrections inmates. All present voted "Aye." MOTION PASSED.**

37368 APPROVE THE REJECTION OF ALL BIDS RELATED TO IFB 2022-B08 DARDEN HILL AT SAWYER RANCH ROUNDABOUT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the rejection of all bids related to IFB 2022-B08 Darden Hill at Sawyer Ranch Roundabout. All present voted "Aye." MOTION PASSED.

37369 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A QUOTE WITH AXON ENTERPRISES, INC. RELATED TO CRADLEPOINT LICENSES FOR THE SHERIFF & CONSTABLE OFFICES AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Quote with Axon Enterprises, Inc. related to Cradlepoint Licenses for the Sheriff & Constable Offices and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37370 AMEND THE JUVENILE DETENTION CENTER BUDGET FOR EQUIPMENT AND GRAPHICS NEEDED FOR THE DODGE CHARGER APPROVED IN THE FY22 BUDGET PROCESS.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to amend the Juvenile Detention Center budget for equipment and graphics needed for the Dodge Charger approved in the FY22 budget process. All present voted "Aye." MOTION PASSED.

37371 ACCEPT A \$500.00 DONATION FOR THE HISTORICAL KYLE DEPOT FROM DANNY AND KAREN DAVIS AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Jones thanked Mr. and Mrs. Davis for their contribution to the Kyle Depot. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept a \$500.00 donation for the Historical Kyle Depot from Danny and Karen Davis and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37372 AMEND THE CONSTABLE PRECINCT 2 OPERATING BUDGET IN THE AMOUNT OF \$1,588.00 FOR INCREASED COST ASSOCIATED WITH AN XL-200P PORTABLE RADIO FOR THE NEW DEPUTY CONSTABLE APPROVED IN THE FY22 BUDGET.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to amend the Constable Precinct 2 operating budget in the amount of \$1,588.00 for increased cost associated with an XL-200P Portable Radio for the new Deputy Constable approved in the FY22 budget. All present voted "Aye." MOTION PASSED.

37373 AUTHORIZE THE INFORMATION TECHNOLOGY DEPARTMENT TO PURCHASE ADDITIONAL KACE QUEST SOFTWARE LICENSES FROM DELL TECHNOLOGIES RELATED TO ENDPOINT COMPLIANCE.



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A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Information Technology Department to purchase additional Kace Quest Software Licenses from Dell Technologies related to Endpoint Compliance. All present voted "Aye." MOTION PASSED.

37374 ACCEPT, FOR THE PURPOSES OF FINALIZING THE CLERK'S RECORD, THE FINAL VERSION OF THE AGREEMENT FOR GRANT MANAGEMENT AND PROGRAM MANAGEMENT SERVICES FOR THE EMERGENCY RENTAL ASSISTANCE PROGRAM FOR HAYS COUNTY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept, for the purposes of finalizing the Clerk's Record, the final version of the Agreement for Grant Management and Program Management Services for the Emergency Rental Assistance Program for Hays County. All present voted "Aye." MOTION PASSED.

37375 AUTHORIZE THE INFORMATION TECHNOLOGY DEPARTMENT TO PURCHASE LAPTOPS AND ACCESSORIES FOR THE JUSTICE OF THE PEACE PCT. 1-1, 1-2 AND 3 OFFICES AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Information Technology Department to purchase Laptops and Accessories for the Justice of the Peace Pct. 1-1, 1-2 and 3 Offices and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37376 AMEND THE DISTRICT ATTORNEY'S OPERATING BUDGET IN THE AMOUNT OF \$894.00 FOR INCREASED COST ASSOCIATED WITH AN XL-95P PORTABLE RADIO FOR THE INVESTIGATION DIVISION APPROVED IN THE FY22 BUDGET.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to amend the District Attorney's operating budget in the amount of \$894.00 for increased cost associated with an XL-95P Portable Radio for the investigation division approved in the FY22 budget. All present voted "Aye." MOTION PASSED.

37377 AUTHORIZE THE PURCHASE OF 4 CHIP SCANNERS AT \$400.00 EACH TO BE USED AT EACH COMMISSIONER'S PRECINCT OFFICE TO REUNITE LOST PETS WITH THEIR OWNERS AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Smith asked if there will be training and qualified staff handling this equipment. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the purchase of 4 Chip Scanners at \$400.00 each to be used at each Commissioner's Precinct Office to reunite lost pets with their owners and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37378 DISCUSSION AND POSSIBLE ACTION TO CALL FOR A PUBLIC HEARING ON MARCH 22, 2022 TO REDUCE THE CURRENT SPEED LIMIT OF 35 MPH TO 25 MPH ON BRANGUS ROAD AND NATURE VIEW LOOP IN RUTHERFORD WEST SUBDIVISION, PER A RECENT TRAFFIC STUDY.

A motion was made by Commissioner Smith, seconded by Commissioner Jones to call for a public hearing on March 22, 2022 to reduce the current speed limit of 35 MPH to 25 MPH on Brangus Road and Nature View Loop in Rutherford West subdivision, per a recent traffic study. All present voted "Aye." MOTION PASSED.

37379 DISCUSSION AND POSSIBLE ACTION TO APPROVE THE SELECTION OF PAPE DAWSON ENGINEERS, INC. TO PERFORM CONSTRUCTION ENGINEERING & INSPECTION (CE&I) SERVICES FOR THE WINTERS MILL PARKWAY AT RM 3237 SAFETY IMPROVEMENTS PROJECT IN PRECINCT 3; AND TO AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A WORK AUTHORIZATION UNDER THEIR ON-CALL CE&I CONTRACT.



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A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the selection of Pape Dawson Engineers, Inc. to perform Construction Engineering & Inspection (CE&I) services for the Winters Mill Parkway at RM 3237 Safety Improvements project in Precinct 3; and to authorize staff and counsel to negotiate a Work Authorization under their On-Call CE&I contract. All present voted "Aye." MOTION PASSED.

37380 DISCUSSION AND POSSIBLE ACTION TO APPROVE THE SELECTION OF PAPE DAWSON ENGINEERS, INC. TO PERFORM CONSTRUCTION ENGINEERING & INSPECTION (CE&I) SERVICES FOR THE RM 12 AT RM 3237 SAFETY IMPROVEMENTS PROJECT IN PRECINCT 3; AND TO AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A WORK AUTHORIZATION UNDER THEIR ON-CALL CE&I CONTRACT.

Commissioner Shell provided clarification on the "on-call" process. A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the selection of Pape Dawson Engineers, Inc. to perform Construction Engineering & Inspection (CE&I) services for the RM 12 at RM 3237 Safety Improvements project in Precinct 3; and to authorize staff and counsel to negotiate a Work Authorization under their On-Call CE&I contract. All present voted "Aye." MOTION PASSED.

37381 PLN-1840-PC; CALL FOR A PUBLIC HEARING ON MARCH 22, 2022 TO DISCUSS POSSIBLE APPROVAL OF THE DEER RUN ESTATES, LOTS 18 AND 21, REPLAT.

A motion was made by Commissioner Shell, seconded by Commissioner Jones to call for a Public Hearing on March 22, 2022 to discuss possible approval of the Deer Run Estates, Lots 18 and 21, Replat. All present voted "Aye." MOTION PASSED.

37382 PLN-1807-NP; DISCUSSION AND POSSIBLE ACTION TO APPROVE THE FINAL PLAT FOR MOUNT GAINOR ESTATES SUBDIVISION.

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

37383 PLN-1810-NP; DISCUSSION AND POSSIBLE ACTION TO APPROVE THE PRELIMINARY PLAN FOR THE FLAT CREEK RESERVE SUBDIVISION.

Colby Machacek, County Planner with Development Services, stated this item has full staff recommendation. A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve the Preliminary Plan for the Flat Creek Reserve subdivision. All present voted "Aye." MOTION PASSED.

37384 PLN-1647-NP; DISCUSSION AND POSSIBLE ACTION TO APPROVE FINAL PLAT OF ANTHEM PHASE 1C-1 SUBDIVISION.

Marcus Pacheco, Director of Development Services, stated this item has full staff recommendation. Commissioner Jones stated this is for the Amenity Center. A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve final plat of Anthem Phase 1C-1 Subdivision. All present voted "Aye." MOTION PASSED.

37385 DISCUSSION AND POSSIBLE ACTION TO ADOPT AN ORDER AND APPROVE POLLING LOCATIONS FOR THE MAY 7, 2022, CONSTITUTIONAL AMENDMENT ELECTION.

Jennifer Doinoff, Elections Administrator, reviewed early voting and election day voting locations with the court. Commissioner Smith stated there is an address correction needed for the polling location previously changed from Patriots Hall in open court. Jennifer Doinoff stated the correction would be made and that this election is necessary due to two Special Sessions held during the Legislative Session to adopt two Constitutional Amendments to be on the ballot in May. Commissioner Ingalsbe asked when the runoff will take place. Jennifer Doinoff stated they will take place on May 24th. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to adopt an Order and approve polling locations for the May 7, 2022, Constitutional Amendment election. All present voted "Aye." MOTION PASSED.



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37386 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE EXECUTION OF AMENDMENT NO. 4 TO THE STOP LOSS POLICY BETWEEN HAYS COUNTY AND UNITED HEALTHCARE INSURANCE COMPANY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the execution of Amendment No. 4 to the Stop Loss Policy between Hays County and United Healthcare Insurance Company. All present voted "Aye." MOTION PASSED.

37387 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE CONSTABLE PRECINCTS 2, 4 & 5 OFFICES TO TRANSFER \$884.00 EACH TO THE SHERIFF'S OFFICE BUDGET FOR THE PURCHASE OF NECESSARY TOOLS AND EQUIPMENT TO PERFORM VEHICLE MAINTENANCE AND REPAIRS TO CONSTABLE'S HARLEY-DAVIDSON MOTORCYCLE FLEET AND AMEND THE BUDGET ACCORDINGLY.

Ron Hood, Constable Precinct 4, stated this a straightforward proposal for repairs. These Constables worked together to find a way to save money for repairs by not being charged for labor by using the Sheriff's Office. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Constable Precincts 2, 4 & 5 Offices to transfer \$884.00 each to the Sheriff's Office budget for the purchase of necessary tools and equipment to perform vehicle maintenance and repairs to Constable's Harley-Davidson motorcycle fleet and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37388 DISCUSSION AND POSSIBLE ACTION TO APPROVE THE 2022 SHERIFF & CONSTABLE FEES.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the 2022 Sheriff & Constable Fees. All present voted "Aye." MOTION PASSED.

37389 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE TRANSPORTATION DEPARTMENT TO PURCHASE FOUR SCHOOL ZONE FLASHER POSTS W/ACCESSORIES IN THE AMOUNT OF \$14,304.00 FOR THE NEW SUNFIELD ELEMENTARY SCHOOL AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Jones stated they will be opening in August, so the posts need to be up. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Transportation Department to purchase four school zone flasher posts w/accessories in the amount of \$14,304.00 for the new Sunfield Elementary School and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE SHERIFF'S OFFICE TO HIRE A BUDGET COORDINATOR, SLOT 0027-01 AT THE 50TH PERCENTILE.

Yvette Faulkner, Budget Manger - Sheriff's Office, stated this position was approved in FY22 effective 4/1/22. An increase to the 50th percentile is being requested due to the candidate's extensive experience in purchasing and is a former Hays County employee that is familiar with County budget, policies, processes, and financial system New World. Marisol Villarreal-Alonzo, Auditor, stated she reached out to Human Resources regarding the inequity this may cause in her department as well as others. Mike Davenport, Chief – Sheriff's Office, stated the intention was not to create inequities but it is difficult to hire with the starting pay rates. He asked the court to consider this request. Judge Becerra stated we are falling short of closing the gap in inequities and stated both points are valid concerns. Shari Miller, Director of Human Resources, stated she collaborates daily with all office and this request is allowed. Judge Becerra stated we need to revisit this topic and find money for our coworkers. Commissioner Shell stated the inequities have gotten larger over the years despite the efforts made by the courts. He asked that HR would develop something similar to what was done in 2015 to identify the inequities and fix them. He also asked that the full range be posted on all job listings. He stated that when a department head asks for an exception to hire at a higher percentile, the position should be posted for two weeks to allow more application submissions. Tammy Crumley, Director of Countywide Operations, asked for clarification on requesting increases for temporary part-time employees, which can be done. Commissioner Jones asked if Chief Davenport would be willing to pull this item and come back in 2 weeks. Commissioner Jones also asked what the costs would be to conduct an independent study. Shari Miller stated she will look into the costs. Rodrigo Amaya made public comment that this request will bring more problems. Commissioner Shell stated they are committed to the employees of Hays County. No action taken.



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37390 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A QUOTE WITH TYLER TECHNOLOGIES RELATED TO THE BRAZOS TICKET WRITER IPHONE PLATFORM FOR CONSTABLE'S OFFICES.

Jeff McGill, Director of Information Technology, stated this was approved in the FY22 Budget. This follows the pattern of replacing Legacy ticket writers with iPhone platforms to allow a multi-functioning device. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Quote with Tyler Technologies related to the Brazos Ticket Writer iPhone Platform for Constable's Offices. All present voted "Aye." MOTION PASSED.

37391 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE TRANSPORTATION DEPARTMENT TO HIRE TWO (2) ROAD MAINTENANCE OPERATOR POSITIONS, SLOTS 1075-011 & 1075-012 AT THE 40TH PERCENTILE EFFECTIVE MARCH 14, 2022.

Aaron Jones, Road Maintenance Superintendent, stated they reviewed other positions in that field along with the applicants' experience to keep the postings within fair range. He stated there are 30 open positions open in the Roads Department operating at about 2/3 staff. Commissioner Jones asked if these positions have been open for 2 weeks, which they have. A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the Transportation Department to hire two (2) Road Maintenance Operator positions, slots 1075-011 & 1075-012 at the 40th percentile effective March 14, 2022. All present voted "Aye." MOTION PASSED.

Clerk's Note: Executive Session began at 11:09 a.m. and resumed back into open court at 1:45 p.m.

37392 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION TO CONSIDER A RESOLUTION DETERMINING THE NECESSITY AND AUTHORIZING THE USE OF THE COUNTY'S POWER OF EMINENT DOMAIN TO ACQUIRE APPROXIMATELY 17.599 ACRES IN FEE SIMPLE FROM PROPERTY LOCATED AT 1401 YARRINGTON ROAD, OWNED BY FM 158 LAND, LTD., A TEXAS LIMITED PARTNERSHIP, AND WHICH IS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED FM 110 NORTH ROADWAY IMPROVEMENTS, AND TAKE OTHER APPROPRIATE ACTION. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Resolution, as represented in Executive Session, determining the necessity and authorizing the use of the County's power of Eminent Domain to acquire approximately 17.599 acres in fee simple from property located at 1401 Yarrington Road in Precinct 1, which is owned by FM 158 Land LTD, a Texas Limited Partnership, and which is required for the construction of the proposed FM 110 North Roadway improvements and take other appropriate actions. All present voted "Aye." MOTION PASSED.

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ALL INDIVIDUAL POSITIONS IN THE HAYS COUNTY OFFICE OF EMERGENCY SERVICES. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT INCLUDING BUT NOT LIMITED TO APPOINTMENT AND EMPLOYMENT OF THE HAYS COUNTY FIRE MARSHAL (CONTINGENT UPON AN ACCEPTABLE BACKGROUND CHECK AND ACCEPTANCE OF AN OFFER OF EMPLOYMENT).

No action taken.

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

No action taken.



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37393 EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING PENDING AND/OR CONTEMPLATED LITIGATION INVOLVING HAYS COUNTY. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.

Commissioner Ingalsbe stated Hays County will receive approximately \$625,000 over a period of 15-18 years. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute documents associated with settlements of Opioid claims between Hays County the "Distributors Settlement", the "TEVA Settlement", and the "Endo-Par" Settlement, as discussed in Executive Session. All present voted "Aye." MOTION PASSED.

37394 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, LEASE, USE AND/OR VALUE OF REAL PROPERTY OWNED BY HAYS COUNTY LOCATED AT 120 STAGECOACH TRAIL, SAN MARCOS, TEXAS IN PRECINCT 3. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Office of General Counsel to collaborate with Countywide Operations, Elections and Information Technology to develop an improvement plan for 120 Stagecoach Trail; and to negotiate professional services with an architect and/or interior designer for a space plan at that location. Contract will be brought back on 3/22/2022. All present voted "Aye." MOTION PASSED.

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071: CONSULTATION WITH COUNSEL AND THE HAYS COUNTY AUDITOR REGARDING POLICIES FOR TRACKING HAYS COUNTY ASSETS. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action taken.

Clerk's Note Agenda Item #65 RE: *DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN. - WAS PULLED.*

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

Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average was 674, with a peak of 683 on March 4, 2022. The estimated cost for outsourcing inmates this week was \$111,055.00. The average number of outsourced males is 219 and females is 16. This week's inmates were housed in the following counties: Atascosa, Blanco, Comal, Fort Bend, Grimes, Maverick and Red River. The number of "paper-ready" inmates who are now wardens of the state is 38. The number of arrests made by agency are as follows; Buda Police Department - 9, Department of Public Safety - 1, Hays County Sheriff's Office - 45, Constable Precinct 1 - 7, Kyle Police Department - 26, San Marcos Police Department - 36, Texas State Police Department - 3. No action taken.

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.

Judge Becerra stated he opened the wrong item. No action taken.

Clerk's Note Agenda Item #68 RE: *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). - WAS PULLED.*



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ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 1:47 PM.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on March 8, 2022.



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





March 22, 2022

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 22nd DAY OF MARCH A.D., 2022, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

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

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Ingalsbe gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Dan Lyon made a public comment concerning comments made at a previous meeting by members of the Court and requested Commissioner Smith step down; he spoke on property taxes as well. Rodrigo Amaya made a public comment requesting Commissioner Smith step down and expressed concern regarding County job postings remaining open and accountability of County officials.

37395 ADOPT A PROCLAMATION DECLARING MARCH 24, 2022 AS WORLD TB DAY FOR HAYS COUNTY.

Amy Wolf, TB Case Manager for Hays County, spoke about TB cases in the county and the need for more testing in poor areas. Commissioner Ingalsbe thanked Wolf for bringing more awareness to the disease. Commissioner Shell expressed appreciation for the county having its own TB program. Commissioner Smith emphasized the importance of the program and described the high case count in his home county. Judge Becerra stated this is a good reminder of the existence of other viruses to the public. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Proclamation declaring March 24, 2022 as World TB Day for Hays County. All present voted "Aye." MOTION PASSED.**

37396 ADOPT A PROCLAMATION DECLARING APRIL 4 - 10, 2022 AS NATIONAL PUBLIC HEALTH WEEK 2022.

Matthew Gonzales, Program Manager of the Health Disparities Grant at the Hays County Health Department, spoke about the importance of promoting public health. Commissioner Ingalsbe and Commissioner Shell thanked Gonzales and the Health Department, and Judge Becerra emphasized the importance of public health awareness during the pandemic. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Proclamation declaring April 4 - 10, 2022 as National Public Health Week 2022. All present voted "Aye." MOTION PASSED.**

UPDATE BY DIRECTOR OF COUNTYWIDE OPERATIONS AND HAYS COUNTY STAFF ON THE EMERGENCY RENTAL ASSISTANCE PROGRAM (ERAP); POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW.



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Rodrigo Amaya made a public comment concerning county money and accountability. Tammy Crumley, Director of Countywide Operations, gave a weekly report on the ERA. As of last Thursday, the ERA has paid out \$1,943,676.73. This is up from the \$1.5 million reported at the last court meeting. Ardurra took over the program on March 10th, 2022. No additional staff have been hired yet. There are approximately 140 applications pending citizen completion, 45 applications under auditor review, and 190 applications under case management review. The Auditor's Office is working to cut checks twice a week and on an emergency basis. Commissioner Ingalsbe stated she has spoken with Ardurra and appreciates their cooperation and willingness for outreach. Crumley stated outreach will focus in the Kyle area and school districts. Commissioner Jones shared a constituent's happiness with how the program is running now. Commissioner Smith asked how many applications had been completed when the program manager resigned, and how much overhead had been spent up to that point. Vickie Dorsett, Assistant County Auditor, provided application and cost numbers that are reported to the US Treasury. Commissioner Smith stated that with the new program management, overhead costs for applications have decreased. The court discussed money allocated for overhead and administrative costs and emphasized that these funds come from the federal government, not the county. Judge Becerra praised the direction the program is going and warned against the media sensationalizing issues. He thanked the City of Kyle for their initiative and Tammy Crumley for her work. Commissioner Ingalsbe thanked all employees and volunteers. No action taken.

37397 APPROVE PAYMENTS OF COUNTY INVOICES.

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

37398 APPROVE PAYMENTS OF JUROR CHECKS.

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

37399 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

37400 AUTHORIZE THE COUNTY JUDGE TO EXECUTE RENEWAL LIABILITY COVERAGE FOR STORAGE TANK SYSTEMS WITH COMMERCE AND INDUSTRY INSURANCE COMPANY FOR A RENEWAL PREMIUM OF \$1,352.00.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute renewal liability coverage for storage tank systems with Commerce and Industry Insurance Company for a renewal premium of \$1,352.00. All present voted "Aye." MOTION PASSED.

37401 AUTHORIZE THE LOCAL HEALTH DEPARTMENT TO ORDER SUPPLIES, CONSUMABLES, AND SWAG ITEMS UNDER THE HEALTH DIVERSITY PROGRAM UTILIZING AVAILABLE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) GRANT FUNDS THROUGHOUT THE GRANT PERIOD AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Local Health Department to order supplies, consumables, and swag items under the Health Diversity Program utilizing available Department of State Health Services (DSHS) grant funds throughout the grant period and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37402 APPROVE UTILITY PERMITS.

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

37403 ACCEPT THE 2021 RACIAL PROFILING REPORT FROM HAYS COUNTY CONSTABLE OFFICE PRECINCT 2.



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Judge Becerra commented the report appears disproportionate and non-detailed. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the 2021 Racial Profiling Report from Hays County Constable Office Precinct 2. All present voted "Aye." MOTION PASSED.

37404 APPROVE OUT OF STATE TRAVEL, UTILIZING THE SHERIFF'S OFFICE CONTINUING EDUCATION FUNDS, FOR EMERGENCY COMMUNICATIONS MANAGER AMANDA OLIVER AND EMERGENCY COMMUNICATIONS OFFICERS KRISTI WHITE, KAITLYN LOZANO, THOMAS MARTINEZ, AND JOHNNA MARTONE TO ATTEND THE NAVIGATOR CONFERENCE ON APRIL 24-29, 2022 IN NASHVILLE, TENNESSEE.

Rodrigo Amaya made a public comment concerning office staffing during training. Commissioner Ingalsbe commented that some training costs are covered by Capital Area Council of Governments. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve out of state travel, utilizing the Sheriff's Office Continuing Education Funds, for Emergency Communications Manager Amanda Oliver and Emergency Communications Officers Kristi White, Kaitlyn Lozano, Thomas Martinez, and Johnna Martone to attend the Navigator Conference on April 24-29, 2022 in Nashville, Tennessee. All present voted "Aye." MOTION PASSED.

37405 RATIFY THE ACCEPTANCE OF A DONATION TOTALING \$5,000.00 FROM KINDER MORGAN, INC. TO THE SHERIFF'S OFFICE DRONE TEAM AND AMEND THE BUDGET ACCORDINGLY.

Rodrigo Amaya made a public comment concerning Kinder Morgan's history and conflict of interest. Commissioner Ingalsbe gave thanks for the donation and stated Kinder Morgan's work in the county is complete. Commissioner Smith commented that Hays County was the first county in the State to sue Kinder Morgan, and this donation is a step toward the company becoming a contributing member of the community. Commissioner Shell stated the donation is consistent with their other contributions. Chief Deputy Davenport, Sheriff's Office, clarified that the donation will contribute to the cost of drone batteries. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to ratify the acceptance of a donation totaling \$5,000.00 from Kinder Morgan, Inc. to the Sheriff's Office Drone Team and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37406 AUTHORIZE THE SHERIFF'S OFFICE TO USE EXISTING FUNDS TO PURCHASE MOTORCYCLE REPAIR EQUIPMENT, VALUED AT \$2,000.00 AND AMEND THE BUDGET ACCORDINGLY.

Rodrigo Amaya made a public comment concerning differences in dollar amounts in the item summary and invoice. Marisol Villarreal-Alonzo, County Auditor, explained that software used rounds up dollar amounts in budget amendments, but the actual amount is exact. Commissioner Smith clarified that this expense was approved at the last court meeting. Judge Becerra expressed support for the item. Commissioner Shell explained the item language and suggested edits for clarification. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Sheriff's Office to use existing funds to purchase motorcycle repair equipment, valued at \$2,000.00 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37407 AUTHORIZE THE ENROLLMENT AND REQUIREMENT OF ALL HAYS COUNTY EMPLOYEES AND ELECTED OFFICIALS WHO HAVE ACCESS TO A LOCAL GOVERNMENT COMPUTER SYSTEM OR DATABASE TO COMPLETE A CYBERSECURITY TRAINING PROGRAM CERTIFIED BY THE TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) AT LEAST ANNUALLY.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the enrollment and requirement of all Hays County employees and elected officials who have access to a local government computer system or database to complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually. All present voted "Aye." MOTION PASSED.

37408 AUTHORIZE THE COUNTY JUDGE TO USE \$700.00 OF HIS COMMUNITY PROGRAM EXPENSE FOR A PUBLIC EASTER EGG HUNT ON THE COURTHOUSE GROUNDS ON APRIL 15, 2022.



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Rodrigo Amaya made a public comment concerning county spending. Judge Becerra spoke about the importance of community events. **A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the County Judge to use \$700.00 of his Community Program Expense for a public Easter Egg Hunt on the Courthouse Grounds on April 15, 2022. All present voted "Aye." MOTION PASSED.**

37409 APPROVE SPECIFICATIONS FOR RFQ 2022-Q04 PROFESSIONAL LAND SURVEYING SERVICES AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve specifications for RFQ 2022-Q04 Professional Land Surveying Services and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." **MOTION PASSED.**

37410 APPROVE SPECIFICATIONS FOR RFQ 2022-Q02 ON-CALL CE&I PROFESSIONAL SERVICES AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve specifications for RFQ 2022-Q02 On-Call CE&I Professional Services and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." **MOTION PASSED.**

37411 APPROVE SPECIFICATIONS FOR IFB 2022-B10 WINTERS MILL PARKWAY AT RM 3237 INTERSECTION AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve specifications for IFB 2022-B10 Winters Mill Parkway at RM 3237 Intersection and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." **MOTION PASSED.**

37412 APPROVE SPECIFICATIONS FOR IFB 2022-B09 RM 12 AT RM 3237 AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve specifications for IFB 2022-B09 RM 12 at RM 3237 and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." **MOTION PASSED.**

37413 ACCEPT A \$5,000.00 GRANT ON BEHALF OF THE HAYS COUNTY CHILD PROTECTIVE BOARD AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Ingalsbe thanked the City of San Marcos for their contribution. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept a \$5,000.00 grant on behalf of the Hays County Child Protective Board and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

37414 HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO REDUCE THE CURRENT SPEED LIMIT OF 35 MPH TO 25 MPH ON BRANGUS ROAD AND ON NATURE VIEW LOOP BETWEEN RUTHERFORD DRIVE AND BRANGUS ROAD IN RUTHERFORD WEST SUBDIVISION.

Judge Becerra opened the Public Hearing at 10:22 AM. No comments were made. Judge Becerra closed the Public Hearing at 10:22 AM. Commissioner Smith stated that residents have requested this item. Commissioner Jones explained that this will implement the same speed limits throughout the area. **A motion was made by Commissioner Smith, seconded by Commissioner Jones to reduce the current speed limit of 35 MPH to 25 MPH on Brangus Road and on Nature View Loop between Rutherford Drive and Brangus Road in Rutherford West subdivision. All present voted "Aye." MOTION PASSED.**

37415 DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE RELEASE OF THE PERFORMANCE BOND #LICX1192181 IN THE AMOUNT OF \$937,314.16 FOR CALITERRA SUBD. PHASE 3, SECTION 9, AND THE PERFORMANCE



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BOND #LICX1209918 IN THE AMOUNT OF \$803,175.76 FOR CALITERRA SUBD., PHASE 4, SECTION 11.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to release the Performance Bond #LICX1192181 in the amount of \$937,314.16 for Caliterra subd. Phase 3, Section 9, and the Performance Bond #LICX1209918 in the amount of \$803,175.76 for Caliterra subd., Phase 4, Section 11. All present voted "Aye." MOTION PASSED.

37416 DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE RELEASE OF THE MAINTENANCE BONDS #SU1157965 IN THE AMOUNT OF \$24,754.74 AND #SU1157966 IN THE AMOUNT OF \$7,338.87 FOR REUNION RANCH SUBD., PHASE 2, SECTION 4.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to release the Maintenance Bonds #SU1157965 in the amount of \$24,754.74 and #SU1157966 in the amount of \$7,338.87 for Reunion Ranch subd., Phase 2, Section 4. All present voted "Aye." MOTION PASSED.

37417 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND LJA ENGINEERING, INC. TO PROVIDE RIGHT-OF-WAY ACQUISITION SERVICES FOR THE DARDEN HILL PHASE 2 PROJECT FROM SAWYER RANCH ROUNDABOUT (PHASE 1) TO FM 1826 IN PRECINCT 4.

Commissioner Smith stated this will continue the development of the roundabout. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Professional Services Agreement between Hays County and LJA Engineering, Inc. to provide right-of-way acquisition services for the Darden Hill Phase 2 project from Sawyer Ranch Roundabout (Phase 1) to FM 1826 in Precinct 4. All present voted "Aye." MOTION PASSED.

37418 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND DOUCET AND ASSOCIATES, INC. TO PROVIDE PROJECT DEVELOPMENT SERVICES FOR THE DARDEN HILL PHASE 2 PROJECT FROM SAWYER RANCH ROUNDABOUT TO FM 1826 IN PRECINCT 4.

Commissioner Smith stated this will continue the development of the roundabout. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Professional Services Agreement between Hays County and Doucet and Associates, Inc. to provide project development services for the Darden Hill Phase 2 project from Sawyer Ranch Roundabout to FM 1826 in Precinct 4. All present voted "Aye." MOTION PASSED.

37419 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT BETWEEN HAYS COUNTY AND COBB, FENDLEY & ASSOCIATES, INC. TO PROVIDE UTILITY COORDINATION SERVICES FOR THE DARDEN HILL PHASE 2 PROJECT FROM SAWYER RANCH ROUNDABOUT (PHASE 1) TO FM 1826 IN PRECINCT 4.

Commissioner Smith stated this will continue the development of the roundabout. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Contract between Hays County and Cobb, Fendley & Associates, Inc. to provide utility coordination services for the Darden Hill Phase 2 project from Sawyer Ranch Roundabout (Phase 1) to FM 1826 in Precinct 4. All present voted "Aye." MOTION PASSED.

37420 DISCUSSION AND POSSIBLE ACTION TO ACCEPT FISCAL SURETY FOR THE CONSTRUCTION OF STREET AND DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$547,941.86 FOR DRIFTWOOD SUBDIVISION, PHASE 2 (BOND # 800132233).

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept fiscal surety for the construction of street and drainage improvements in the amount of \$547,941.86 for Driftwood Subdivision, Phase 2 (Bond # 800132233). All present voted "Aye." MOTION PASSED.



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37421 PLN-1733-NP PRAIRIE LAKES SUBDIVISION, PRELIMINARY PLAN (655 LOTS). DISCUSSION AND POSSIBLE ACTION TO APPROVE THE PRELIMINARY PLAN.

Colby Machacek, Senior County Planner with Development Services, gave background on the subdivision. Commissioner Jones requested he and Jerry Borcharding, Transportation Director, work on road improvements in the area. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the Prairie Lakes Subdivision, Preliminary Plan (655 Lots). All present voted "Aye." MOTION PASSED.**

37422 PLN-1840-PC; HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO APPROVE THE DEER RUN ESTATES, LOTS 18 AND 21, REPLAT.

Judge Becerra opened the Public Hearing at 10:30 AM. No comments were made. Judge Becerra closed the Public Hearing at 10:30 AM. Colby Machacek, Senior County Planner with Development Services, gave background on the subdivision. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the Deer Run Estates, Lots 18 and 21, Replat. All present voted "Aye." MOTION PASSED.**

37423 PLN-1680-NP; OAK RUN FARMS SUBDIVISION (2 LOTS). DISCUSSION AND POSSIBLE ACTION TO APPROVE THE FINAL PLAT.

Colby Machacek, Senior County Planner with Development Services, gave background on the subdivision. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve the final plat of Oak Run Farms Subdivision (2 Lots). All present voted "Aye." MOTION PASSED.**

37424 DISCUSSION AND POSSIBLE ACTION TO APPROVE THE APPOINTMENT OF MARK WOBUS AS HAYS COUNTY FIRE MARSHAL, EFFECTIVE APRIL 4, 2022, AND APPROVE THE OFFICIAL BOND PURSUANT TO SECTIONS 352.011 AND 352.012 OF THE TEXAS LOCAL GOVERNMENT CODE.

Rodrigo Amaya made a public comment concerning employee turnover and training costs. Commissioner Shell stated this is a highly qualified candidate. Mike Jones, Emergency Services Director, spoke about the candidate's experience. Mark Wobus, Fire Marshal, spoke about his peace officer, fire, and law enforcement experience. Commissioner Smith spoke about citizen volunteers. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the appointment of Mark Wobus as Hays County Fire Marshal, effective April 4, 2022, and approve the official bond pursuant to Sections 352.011 and 352.012 of the Texas Local Government Code. All present voted "Aye." MOTION PASSED.**

37425 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE REPAIRS TO THE SIDEWALK, ELECTRICAL PANELS, AND GENERATOR PANELS LOCATED ON THE EXTERIOR OF THE LOCAL HEALTH DEPARTMENT IN THE AMOUNT OF \$21,911.12 AND AMEND THE BUDGET ACCORDINGLY.

Tammy Crumley, Director of Countywide Operations, explained the damage at the Health Department. Commissioner Ingalsbe expressed concerns about adding additional drainage to adjacent property owners. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize repairs to the sidewalk, electrical panels, and generator panels located on the exterior of the Local Health Department in the amount of \$21,911.12 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

37426 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT FOR GRANT MANAGEMENT AND PROGRAM MANAGEMENT SERVICES FOR THE AMERICAN RESCUE PLAN ACT (ARPA) BETWEEN HAYS COUNTY AND ARDURRA GROUP, INC.

Dan Lyon made a public comment concerning Ardurra campaign contributions and asked for clarification on the timeline. Commissioner Smith explained the difference in the Emergency Rental Assistance Program and the American Rescue Plan Act and stated campaign contributions do not affect the selection of RFP/RFQ winners. **A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an Agreement for Grant Management and Program Management Services for the**



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American Rescue Plan Act (ARPA) between Hays County and Ardurra Group, Inc. All present voted "Aye." MOTION PASSED.

37427 DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTIONS AND APPLICATION AFFIDAVIT ASSOCIATED WITH FILING AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD (TWDB) AND AUTHORIZE THE EXECUTION OF SAID DOCUMENTS.

Commissioner Shell gave background on the item and stated Hays County is the first county in the state to do a project like this. A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve Resolutions and Application Affidavit associated with filing an application for financial assistance from the Texas Water Development Board (TWDB) and authorize the execution of said documents. All present voted "Aye." MOTION PASSED.

37428 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE ROAD MAINTENANCE LEAD, SLOT 1055-004 AT THE TRANSPORTATION DEPARTMENT TO TAKE A COUNTY ISSUED VEHICLE TO A RESIDENCE OUTSIDE THE COUNTY LIMITS.

Commissioner Shell explained that many county employees live outside of Hays County due to increased costs of living. Judge Becerra stated that the employee lives 22 miles away from their workplace, which is just outside of county car policy. A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize Road Maintenance Lead, slot 1055-004 at the Transportation Department to take a county issued vehicle to a residence outside the county limits. All present voted "Aye." MOTION PASSED.

37429 DISCUSSION AND POSSIBLE ACTION TO AWARD A CONTRACT FOR IFB 2022-B04 CEMETERY MAINTENANCE TO KYLE LANDSCAPING SERVICES IN THE AMOUNT OF \$75,720.00.

Rodrigo Amaya made a public comment concerning county spending and the use of local businesses. Judge Becerra asked if the chosen company is local, and if any local companies were denied. Marisol Villarreal-Alonzo, County Auditor, stated the chosen company with the lowest bid is based in Kyle, Texas. Commissioner Jones explained the county would be liable for any injuries if volunteers were used. Commissioner Shell suggested volunteers should not be used when the work involves heavy equipment. A motion was made by Commissioner Jones, seconded by Commissioner Smith to award a contract for IFB 2022-B04 Cemetery Maintenance to Kyle Landscaping Services in the amount of \$75,720.00. All present voted "Aye." MOTION PASSED.

37430 DISCUSSION AND ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND LEE COUNTY FOR JAIL SERVICES RELATED TO THE HOUSING AND CARE OF HAYS COUNTY INMATES.

Commissioner Jones acknowledged a city Chief of Police that was killed recently in Lee County. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute an Interlocal Cooperation Agreement between Hays County and Lee County for Jail Services related to the housing and care of Hays County inmates. All present voted "Aye." MOTION PASSED.

37431 DISCUSSION AND POSSIBLE ACTION TO AWARD CONTRACT FOR RFP 2022-P03 HAYS COUNTY MENTAL HEALTH NEEDS ASSESSMENT TO MEADOWS MENTAL HEALTH POLICY INSTITUTE; AND AUTHORIZE STAFF AND GENERAL COUNSEL TO NEGOTIATE A CONTRACT TO BE BROUGHT BACK TO COURT FOR APPROVAL AND FINAL CONTRACT AWARD.

Commissioner Smith and Judge Becerra discussed the applicants and stated they were impressed by the picks. A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to award contract for RFP 2022-P03 Hays County Mental Health Needs Assessment to Meadows Mental Health Policy Institute; and authorize staff and General Counsel to negotiate a contract to be brought back to court for approval and final contract award. All present voted "Aye." MOTION PASSED.

37432 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE TRANSPORTATION DEPARTMENT TO HIRE A ROAD MAINTENANCE



March 22, 2022

SENIOR OPERATOR POSITION, SLOT 1070-018 AT THE 89TH PERCENTILE EFFECTIVE MARCH 28, 2022.

Rodrigo Amaya made a public comment concerning Precinct 1 road quality. Commissioner Ingalsbe stated the pay is equivalent to what the employee made when they previously worked for the county. Aaron Jones, Road Maintenance Superintendent, explained the need for the pay percentile. Commissioner Smith expressed appreciation for county employees speaking at court. Commissioner Shell thanked the Transportation Department for their hard work. Judge Becerra stated the county is working on updating pay. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Transportation Department to hire a Road Maintenance Senior Operator position, slot 1070-018 at the 89th percentile effective March 28, 2022. All present voted "Aye." MOTION PASSED.**

37433 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT RELATED TO RFP 2022-P02 ANIMAL SHELTER AND ANIMAL SERVICES FEASIBILITY STUDY BETWEEN HAYS COUNTY AND TEAM SHELTER USA.

Commissioner Ingalsbe thanked Sharri Boyett, Hays County Animal Advocacy Advisor. Commissioner Shell thanked Boyett and the Sheriff's Office. Commissioner Smith thanked Commissioners Ingalsbe and Shell for their work and suggested a regionalized clinic. Judge Becerra agreed that a more central facility location is needed. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a Professional Services Agreement related to RFP 2022-P02 Animal Shelter and Animal Services Feasibility Study between Hays County and Team Shelter USA. All present voted "Aye." MOTION PASSED.**

37434 DISCUSSION AND POSSIBLE ACTION TO REVIEW THE VETERANS COURT POSITIONS AND ESTABLISH THE MENTAL HEALTH COURT POSITIONS AND OPERATIONS WITHIN COUNTY AT LAW.

Dan O'Brien, County Court at Law 3 Judge, requested that the Mental Health Court positions be formalized, and the Veterans Court positions be regraded. The Commissioners thanked Judge O'Brien for his leadership and work in the creation of the Mental Health Court. Judge O'Brien explained the differences in the courts. Judge Becerra requested for consistency in position gradings. Judge O'Brien clarified that the Veterans Court positions will have different qualifications than the Mental Health Court positions. Shari Miller, HR Director, recommended the commissioners establish the Mental Health Court positions at grades 114 and 111, re-grade the Veterans Court Coordinator position from a 110 to a 111, and re-grade the Veterans Court Program Manager position from 113 to 114. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to regrade the Veterans Court Coordinator from a 110 to a 111 and retitle to Veterans Treatment Court Caseworker, to regrade the Veterans Treatment Court Program Manager from a 113 to a 114 and retitle to Veterans Treatment Court Administrator, and create a Mental Health Court Case Worker at a 111 and a Mental Health Court Program Manager at a 114, titled Mental Health Coordinator Administrator. All present voted "Aye." MOTION PASSED.**

Clerk's Note: Item 41 was reopened at 10:11 AM.

Vickie Dorsett, Assistant County Auditor, stated the court identified \$100,000 for Mental Health Specialty Court operations during the 2022 budget process, and asked that the court authorize the Auditor's Office to work with Judge O'Brien on that budget amendment. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Auditor's office to use up to the \$100,000 identified during the budget process in the new Mental Health Specialty Court department for supplies, operational costs, etc. All present voted "Aye." MOTION PASSED.**

Clerk's Note: Executive Session began at 11:03 AM and resumed back into open court at 11:43 AM.

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, LEASE, USE AND/OR VALUE OF REAL PROPERTY OWNED BY HAYS COUNTY LOCATED AT 111 E. SAN ANTONIO ST, SAN MARCOS, TEXAS IN PRECINCT 1. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action taken.



March 22, 2022

Clerk's Note Agenda Item #43 RE: *DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN. – WAS PULLED.*

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

Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average was 675, with a peak of 681 on March 16th, 2022. The estimated cost for outsourcing inmates this week was \$110,897. The average number of outsourced males is 214 and females is 24. This week's inmates were housed in the following counties: Atascosa, Blanco, Comal, Fort Bend, Grimes, Maverick and Red River. The number of "paper-ready" inmates who are now wardens of the state is 30. Commissioner Shell brought awareness to individuals being held in county jails that have been found not competent to stand trial and are awaiting placement in a state facility for mental health treatment. No action taken.

Clerk's Note Agenda Item #45 RE: *DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY. POSSIBLE ACTION MAY FOLLOW. – WAS PULLED.*

Clerk's Note Agenda Item #46 RE: *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). – WAS PULLED.*

ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Judge Becerra to adjourn court at 11:43 AM.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on March 22, 2022.



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



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of the April 15, 2022 payroll disbursements in an amount not to exceed \$3,120,000.00 effective April 14, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 12, 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 April mid month payroll disbursements not to exceed \$3,120,000.00.

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 Hays County Building Maintenance Department to utilize insurance proceeds for HVAC repairs located at the Government Center and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 12, 2022	\$508.50

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	INGALSBE	N/A

SUMMARY

Building Maintenance has received a third insurance payment in the amount of \$508.50 for the HVAC unit that was struck by lightning during a storm. Building Maintenance is requesting to budget these funds for the repairs that were made to the unit.

Budget Amendment:

Increase Misc. Equipment Capital: 001-695-00.5719_700

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

Authorize the execution of a grant award with Texas Indigent Defense Commission (TIDC) to extend the term of the Regional Padilla Compliance Pilot Project grant to September 30, 2024.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 12, 2022	N/A

LINE ITEM NUMBER

001-899-99-124.4301

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
T.CRUMLEY	SHELL	INGALSBE

SUMMARY

On September 24, 2019 the Commissioners' Court authorized the execution of a grant contract with TIDC in the amount of \$342,720. These funds provide technical support to criminal defense attorneys in Hays County and across the 3rd Administrative Judicial Region for constitutionally required Padilla assistance. The original project period was from October 1, 2019 through September 30, 2020; An amendment was approved in court on September 22, 2020 to the grant period through March 31, 2022.

This award will have a new grant number since the original award was issued under the TIDC FY19 budget, the award was re-issued under the FY22 budget. No matching funds are required. Acceptance of this grant award will be done via email.

Grant Number: TS-22-105

Title: Regional Padilla Compliance Pilot Project Grant Period: 4/1/2022 - 3/31/2024

Amount: \$233,682

Attachment: Statement of Grant Award FY2022 Improvement Grant



Statement of Grant Award
FY2022 Improvement Grant

Grant Number: TS-22-105
 Grantee Name: Hays County
 Program Title: Regional *Padilla* Compliance Project
 Grant Period: 4/1/2021-9/30/2024
 Grant Award: **\$233,682**

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Hays County (herein, the Grantee) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission to accept the award. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

	Budget
1) Personnel	
2) Fringe Benefits and non-Salary Personnel Costs	
3) Travel and Training	
4) Equipment	
5) Supplies	
6) Contract Services	\$229,682
7) Indirect Costs	\$4,000
Total Proposed Costs	\$233,682
Matching Funds	0
Total Amount Funded by Commission	\$233,682

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued in January 2021, including the rules and documents adopted by reference in the Commission's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Terms and Conditions" contained in Attachment A which includes the final grant application.

The authorized official for this grant program has read the preceding and indicates agreement by signing the Statement of Grant Award included below.

Signature of Authorized Official

Name & Title (please print)

Date

Attachment A

Terms and Conditions

In addition to the program requirements stated in the Request for Applications (RFA), these specific program requirements apply to this program.

- This award replaces 19-TS-105 for program expenses unclaimed under the original award prior to August 19, 2021 and extends the term of the award through FY24. This award re-issues most unused award amounts under the TIDC FY22 budget and covers program expenditures that were not filed prior to August 19, 2021, including 3rd and 4th quarter expenditures from FY21.
- Grantees that use grant funds to contract for services must develop and include in the contract provisions to monitor each contract that is for more than \$10,000 per year. These provisions must include specific actions to be taken if the grantee discovers that the contractor's performance does not meet the operational or performance terms of the contract.
- Contracts with third parties for core services under this grant must be provided to TIDC and approved prior to execution.
- This grant requires quarterly progress reports to document the work performed and impact of the program. The TIDC grants administrator will construct an on-line progress report that reflects the work performed in this program and is consistent with the grant application listed below. The County will be able to request modifications to the on-line report when the performance measures do not accurately reflect the work performed. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
- Grant funds are disbursed on a reimbursement basis according to the funded percentage in the award. The County will submit expenditure reports to obtain reimbursement of expended funds based on actual expenditures. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.

Original grant application and modifications follow.



County Judge Ruben Becerra
DIRECTOR

March 29, 2022

Texas Indigent Defense Commission
209 West 14th Street
Room 202
Austin, Texas 78701

To Whom It May Concern:

Hays County respectfully requests a modification to expand the Scope of Services for the myPadilla program and to extend the contract dates to match the grant award ending on September 30, 2024. Since its inception in Hays County, the myPadilla program has been an invaluable resource to indigent non-citizen clients and assigned counsel. Over the past few years, the program has grown to include the entire state of Texas. However, the expansion did not provide services to the top 10 most populous counties, or counties with an existing *Padilla* resource. It has become apparent that this exclusion should be revisited as myPadilla has been approached with interest from counties not currently within the scope of service.

We are requesting authorization for myPadilla to expand its scope of service to include representation for the entire state of Texas with prioritization focused on counties that do not have an existing in-house *Padilla* resource, regardless of county population. Those counties include Bexar, Travis, Dallas, Fort Bend, Harris, TRLA offices, Webb, and El Paso.

Depending on capacity, myPadilla may assist in overflow cases in counties with an institutionalized *Padilla* attorney. Capacity shall be determined at myPadilla's discretion at the time assistance is requested. This assistance is for times of emergency and may last up to 90 days. Overflow will be understood to mean 50% more cases referred to the respective in-house *Padilla* attorney than the prior month. Times of emergency refers to events or policies originating from outside sources that are outside of the control of the institution.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Ruben Becerra".

Ruben Becerra, Hays County Judge



County Judge Ruben Becerra
D I R E C T O R

Texas Indigent Defense Commission
c/o Edwin Colfax
Via E-mail: EColfax@tidc.texas.gov

Re: Request to Extend and Modify Technical Support Grant

Dear Judge Keller and members of the Texas Indigent Defense Commission:

I write to request an extension of and modification to the FY2020 Technical Support Grant #19-TS-105 for the Regional *Padilla* Compliance Pilot Project. The grant period is set to expire on 30 September 2020.

Hays County requests to extend the grant for an additional 18 months and to modify the terms to include additional counties beyond the 3rd Administrative Judicial Region. Excluded counties would include: the ten most populous counties; counties with existing in-house *Padilla* resources for indigent clients; counties with public defender offices with size/demographics sufficient to warrant an in-house resource; and TRLA-contracted counties.¹

This expansion and extension can be accommodated with existing funds carried over from the prior award.

We have been pleased to offer this remote tool for *Padilla* compliance to defense attorneys representing indigent defendants this year, and we look forward to expanding it to more areas of the state going forward.

Respectfully,

A blue ink signature of Ruben Becerra, consisting of a stylized 'R' followed by a long horizontal stroke.

Ruben Becerra
Hays County Judge

¹ Counties excluded from the expansion: Harris; Dallas; Tarrant; Bexar; Travis; Collin; Denton; Hidalgo; El Paso; Fort Bend; Bee; Live Oak; McMullen; Refugio; Willacy.



Technical Support Application Form

County Requesting Support:		Date of Request:
Hays		August 2019
Address:	Contact Information	
712 S. Stagecoach Trl.	Name:	Ruben Becerra
Suite 1094	Title:	Hays County Judge
San Marcos, TX.	E-mail:	judge.becerra@co.hays.tx.us
78666	Phone:	512-393-2205
	Fax:	

Project Name:	Time Period:
Remote Padilla Consultation Project	September 2019-August 2020
Brief Description:	
<p>This is a pilot program to help ensure compliance with <i>Padilla v. Kentucky</i>. With its administrative home in Hays County, the pilot would begin in the 3rd Administrative Judicial Region and, if successful, may eventually connect criminal defense attorneys with <i>Padilla</i> attorneys statewide.</p>	
Issue to Be Addressed:	
<p>Under <i>Padilla v. Kentucky</i>, 559 U.S. 356 (2010), criminal defense attorneys are required to provide defendants individualized counsel regarding the immigration consequences of conviction. Nearly a decade since the decision, <i>Padilla</i> compliance is low, and Texas attorneys often risk ineffectiveness. While TIDC has funded <i>Padilla</i> attorneys in a handful of Texas counties, approximately 200 counties – including Hays and many in the 3rd AJR – have no way to regularly ensure that their defense attorneys meet their <i>Padilla</i> obligation. This project will pilot a solution for counties lacking an in-house <i>Padilla</i> attorney. Particular attention will be paid to improving compliance in rural areas and in private appointment systems which continue to provide representation in over 80% of cases involving indigent defendants in Texas.</p> <p>In Hays County, of the roughly 1890 criminal cases involving indigent defendants in 2018, an estimated 5-6% or roughly 108 were entitled to a <i>Padilla</i> consultation. Across the 3rd AJR, some 2000 cases per year will require one. And statewide, of roughly 415,000 criminal cases involving indigent defendants per year, an estimated 11% or 46,000 required <i>Padilla</i> advice.</p>	

Proposed Project to Address Problem:

The goal of the project is to provide additional capacity in Hays County and across the 3rd Administrative Judicial Region for constitutionally required *Padilla* assistance to criminal defense attorneys.

myPadilla, a Texas nonprofit¹, provides remote written *Padilla* advisals to Texas attorneys through an online platform. The tool—available at myPadilla.com—allows defense attorneys to:

- (1) Interview clients;
- (2) Submit secure intake forms; and
- (3) Receive written advisals with individualized *Padilla* advice.

Attorneys working with myPadilla review intake forms, follow up with defense attorneys as necessary, and submit secure written advice. (Note: advice from myPadilla is limited to *Padilla* advice and does not include immigration representation.)

The project will also include CLE for criminal defense attorneys regarding *Padilla* compliance and use of the tool.

As a result of the pilot project, criminal defense attorneys who previously lacked a resource for complying with *Padilla* will be able to more efficiently and effectively serve their clients, and indigent defendants in underserved areas of Texas will see their Sixth Amendment rights upheld. Success metrics will involve numbers of case referrals made compared to projections; number of criminal defense attorneys participating; and qualitative responses from defense attorneys regarding the service.

myPadilla has conducted a “pre-pilot” phase to test the service. Defense attorneys in several counties across Texas, including Brewster, Hudspeth, Collin, Lubbock, Hidalgo, Laredo, and Travis, used or reviewed the tool and provided feedback regarding their *Padilla* compliance needs.

As mentioned previously, the project will also capitalize on existing investments in immigration resources at the Dallas County Public Defender program, the Capital Area Private Defender Service, and the Webb County Public Defender Office, by extending to other parts of the state the learnings from those offices.

Specific Assistance Needed from the Task Force:

The County seeks \$342,720 in funding to compensate remote *Padilla* attorneys for providing expert assistance to defense attorneys beginning in Hays and neighboring counties and expanding outward throughout the 3rd AJR.

At an hourly rate of \$150, this grant will help facilitate *Padilla* consultations in nearly 1000 cases; malpractice and related insurance; training and outreach for defense attorneys in participating counties; and software maintenance. This total also includes a 5% administrative and overhead fee to Hays County.

¹ Fiscally sponsored by FJC, a 501(c)(3).

Because demand for the service is estimated and will depend, in part, on attorneys having been trained and onboarded, the funding sought is for *up to* ~1948 attorney hours / ~974 cases, and actual reimbursement to *Padilla* attorneys will depend on utilization.

The project is otherwise supported during the pilot period by:

- (1) an anonymous funder (\$87,000)
- (2) Harvard Law Public Service Venture Fund (\$80,000)
- (3) Skadden Flom Incubator Grant (\$10,000)

Summary Report

We will produce a report at the conclusion of the pilot summarizing success metrics (numbers of case referrals made compared to projections; number of criminal defense attorneys participating; and qualitative responses from defense attorneys regarding the service) and documenting successes, challenges, and recommendations for future service expansion of *Padilla* services across the state.

Additional Documentation if Applicable (describe here and attach to this Application)

Budget

_____ County requests the above Technical Support from the Texas Indigent Defense Commission (Commission). We understand that:

1. The above requested technical support is subject to approval by the Commission.
2. This application does not constitute an agreement until approved and accepted by all parties.
3. Commission reimbursement will only be made for expenses incurred during the period indicated in this request but in no case may it be for expenses prior to the beginning of this agreement or after the end date agreed in writing with the Commission.
4. The county may not obligate Commission funds or staff without a specific written agreement.
5. Disbursement of funds is always subject to the availability of funds.


Signature

7-30-2019
Date

Ruben Becerra
Printed Name

Hays County Judge
Title

EXPENSES under TIDC grant	09/2019-08/2020
Remote <i>Padilla</i> attorneys: Payments to contract attorneys and/or in-house <i>Padilla</i> attorneys (ceiling; subject to demand)	297200
Insurance: malpractice insurance for lawyers	1,200
Software: Tech maintenance costs for platform, hosting, database, file storage, etc.	15000
Training & outreach for criminal defense attorneys	7000
Insurance required of myPadilla by Hays County	6000
Hays County overhead & admin costs @5%	16320
TIDC Tech Support Grant requested	342,720

Timeline for Reporting and Fund Distribution

Reports will be submitted on-line at tidc.tamu.edu.

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
April 2021 through June 2021	Grant Expenditure Report Progress report	Filed	
July 2021 through September 2021	Grant Expenditure Report Progress Report	Filed	
October 2021 through December 2021	Grant Expenditure Report Progress report	Filed	
January 2022 through March 2022	Grant Expenditure Report Progress report	April 15, 2022	May 2022
April 2022 through June 2022	Grant Expenditure Report Progress report	July 15, 2022	August 2022
July 2022 through September 2022	Grant Expenditure Report Progress Report	October 15, 2022	December 2022
October 2022 through December 2022	Grant Expenditure Report Progress report	January 15, 2023	February 2023
January 2023 through March 2023	Grant Expenditure Report Progress report	April 15, 2023	May 2023
April 2023 through June 2023	Grant Expenditure Report Progress report	July 15, 2023	August 2023
July 2023 through September 2023	Grant Expenditure Report Progress Report	October 15, 2023	December 2023
October 2023 through December 2023	Grant Expenditure Report Progress report	January 15, 2024	February 2024
January 2024 through March 2024	Grant Expenditure Report Progress report	April 15, 2024	May 2024
April 2024 through June 2024	Grant Expenditure Report Progress report	July 15, 2024	August 2024
July 2024 through September 2024	Grant Expenditure Report Progress Report	October 15, 2024	December 2024

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 Resolution of support to formally recognize the Texas Historical Commission's Undertold historical marker for the Vaqueros, Ranch Hands and Stock Raisers.

ITEM TYPE

CONSENT

MEETING DATE

April 12, 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

See Attached Resolution



RESOLUTION OF SUPPORT

TO FORMALLY RECOGNIZE THE TEXAS HISTORICAL COMMISSION'S UNDERTOLD MARKER FOR THE *VAQUEROS, RANCH HANDS, AND STOCK RAISERS*

WHEREAS, a long-forgotten cemetery for the vaqueros and ranch hands that served the once-thriving Blanco Community where Pedro Veracruz was buried in 1895 was discovered in Kyle, Hays County, Texas; and where his son Antonio (c.1870-1889) is buried beside him; and

WHEREAS, the Veracruz family dates to the origins of the Texas Republic, where Pedro first visited Texas during the Battle of the Alamo as a young boy, registered his cattle brand with the State of Texas in 1865, married Juanita Tejeda in 1886 in Hays County, and raised fourteen children; and

WHEREAS, in addition to the Veracruz family, many others contributed to the pioneering spirit, work ethic ingrained by family devotion and loyalty, and whose history is included in the Texas Historical Commission narrative for *VAQUEROS, RANCH HANDS, AND STOCK RAISERS* are:

Isabella Gonzalez Cruz (1813-1911) – was the only female Mexican landowner recorded in 1854 in Hays County,

Guillermo Cruz (c.1815-1856) – husband of Isabella Cruz who, upon his death, deeded all ranch animals with his cattle brand to Isabella,

Chief Gray Eagle (c.1800-1856) – was an Indigenous Native American, a friend of Guillermo's, and a fellow ranch hand,

Joseph Santana Cruz (1845-1923) – son of Guillermo and Isabella Cruz, who made trips to Port Lavaca and Kansas over the Chisholm Trail,

Adam Rector, a black man who, according to Joseph, "*could rope with the best*,"

Joe S. Cruze, Jr. (1881-1965) - foreman of more than 11,000 acres at the Kuykendall 101 Ranch, one of the largest in Kyle and Hays County,

Reyes Cisneros (1838-1918) and his son **Luciano Cisneros** (born in Kyle in 1871) Pedro's descendants worked as vaqueros and ranch hands for the surrounding ranches.

Jose Valdo Castillo, Sr. (1848-1918) and his son **Jose Valdo Castillo, Jr.** (born in Kyle 1898-1991) both worked as vaqueros in that area whenever the elder Castillo was not traveling the circuit with Buffalo Bill (Wm. F. Cody) in the late 1800s,

Leonardo Candelaria (1884-1950), Pedro Veracruz's grandson from Kyle, was a ranch hand and rodeo cowboy who also traveled the circuit with Buffalo Bill; and

WHEREAS, these families and their descendants are well-respected and have contributed much to the area's development so that their descendants can be proud of their deep roots in Texas history and Tejano culture.

NOW, THEREFORE, BE IT FULLY RESOLVED that the Hays County Commissioners Court recognizes the historical importance of the *VAQUEROS, RANCH HANDS, AND STOCK RAISERS* and endorses the Texas Historical Commissions' efforts to recognize their place in Texas history with an Undertold historical marker in Kyle, Texas.

ADOPTED THIS THE 12TH DAY OF APRIL 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

Authorize the District Attorney's Office to purchase two (2) new 2022 Ford Explorers utilizing the DA Discretionary Funds and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 12, 2022	\$61,523

LINE ITEM NUMBER

081-607-00.5713_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Wes Mau	INGALSBE	N/A

SUMMARY

There are two (2) Dodge Chargers in the CDA office fleet that are in poor condition and need replacement. Our Investigators travel outside of Hays County to serve subpoenas and pick up witnesses for trial. On one occasion, one Investigator was stranded on the side of the road because the vehicle over heated. The DA will utilize the DA Drug Forfeiture Fund for this purchase. No additional funds required.

Attachment: Silsbee Ford Quote
TIPS USA Contract #210907

Budget Amendment:
Increase .5713_700 Vehicles Capital - 61,523
Decrease .5391 Miscellaneous - (61,523)



PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: SAN MARCOS DA

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: FORD EXPLORER

Date: March 24, 2022

A. Bid Item: _____

A. Base Price: \$ **28,418.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
K7B	2022 EXPLORER RWD	\$ 1,995.00	100A	ORDER CODE XL	
99H	2.3L I4 ECOBOOST ENGINE	\$ -			
44T	10 SPEED TRANS	\$ -			

Total of B. Published Options: \$ **1,995.00**

Published Option Discount (5%) \$ **-**

C. Unpublished Options [not to exceed 25%]

\$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR- WHITE	
		INTERIOR-SAND STONE CLOTH	

Total of C. Unpublished Options: \$ **-**

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

E. Lot Insurance (for in-stock and/or equipped vehicles):

F. Contract Price Adjustment:

G. Additional Delivery Charge:

199

H. Subtotal:

I. Quantity Ordered 2 x H =

J. Trade in:

K.

L. Total Purchase Price

\$ 348.25
\$ 30,761.25
\$ 61,522.50
\$ -
\$ 61,522.50

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 Padilla Consulting Agreement between Hays County and Capital Area Private Defender Services, otherwise known as "myPadilla" regarding the Regional Padilla Compliance Pilot Project to be paid for by a Technical Assistance Grant awarded by the Texas Indigent Defense Commission (TIDC) in the amount of \$233,682.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 12, 2022	N/A

LINE ITEM NUMBER

001-899-99-124.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
T.CRUMLEY	SHELL	INGALSBE

SUMMARY

See attached material. The grant associated with this Agreement was further extended and myPadilla will continue to provide the services under the grant through March 31, 2024.

**PADILLA CONSULTATION AGREEMENT BETWEEN
HAYS COUNTY AND CAPITAL AREA PRIVATE DEFENDER SERVICES**

STATE OF TEXAS §

COUNTY OF HAYS §

SECTION I. PARTIES TO THE AGREEMENT

This Padilla Consultation Agreement between Hays County and Capital Area Private Defender Services (hereinafter referred to as the “Agreement”) is made and entered into by the County of Hays, a political subdivision of the State of Texas, (hereinafter referred to as “County”) and Capital Area Private Defender Services, a 501(c)(3) nonprofit organization, (hereinafter referred to as “CAPDS”). The parties hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performances and accomplishment of the tasks hereinafter described.

SECTION II. PERFORMANCE

CAPDS shall provide remote consultations to criminal defense attorneys to help ensure compliance with *Padilla v. Kentucky*, 559 U.S. 356 (2010) by attorneys representing indigent defendants in all counties with prioritization focused on counties that do not have an existing in-house Padilla resource, regardless of county population. Those counties include Bexar, Travis, Dallas, Fort Bend, Harris, TRLA offices, Webb, and El Paso.

Depending on capacity, myPadilla may assist in overflow cases in counties with an institutionalized Padilla attorney. Capacity shall be determined at myPadilla’s discretion at the time assistance is requested. This assistance is for times of emergency and may last up to 90 days. Overflow will be understood to mean 50% more cases referred to the respective in-house Padilla attorney than the prior month. Times of emergency refers to events or policies originating from outside sources that are outside of the control of the institution.. These services shall only be provided to indigent clients (not non-indigent clients) and pursuant to the Technical Support Grant Application (“Grant”) for “Remote Padilla Consultation Project” (“Project”) submitted by Hays County to the Texas Indigent Defense Commission (“TIDC”), attached hereto and incorporated herein as **Exhibit A**. Said Grant was initially awarded by the TIDC at its meeting on August 29, 2019 as Grant Number 19-TS-105 and accepted by Hays County in the Statement of Grant Award signed September 24, 2019 (“Grant Award”), attached hereto and incorporated herein as **Exhibit B**. On August 26, 2020, Hays County submitted a request for extension and modification of the Grant in order to extend the grant period through March 31, 2022 and include additional counties beyond the 3rd Administrative Judicial Region. In response, TIDC extended and modified the Grant and a Modified Statement of Grant Award was awarded by TIDC and accepted by Hays County

on September 22, 2020. Such request and modification are attached hereto and incorporated herein as **Exhibit C**. On March 29, 2022, Hays County submitted a request for extension and modification of the Grant in order to extend the grant period through September 30, 2024 and include all counties in Texas not served by an existing *Padilla* resource and to be as an emergency resource for those counties served by an existing *Padilla* resource. In response, TIDC awarded the county with a new Grant Award Statement and accepted by Hays County on April 12, 2022. Such request and grant award statement are attached hereto and incorporated herein as **Exhibit D**.

SECTION III. OBLIGATIONS OF CAPDS

- a) Conduct training and outreach to criminal defense attorneys and other stakeholders in the counties covered by the Grant.
- b) Make available, to criminal defense attorneys representing indigent defendants in the participating counties, an online portal for requesting *Padilla* consultations.
- c) Through its network of qualified *Padilla* attorneys, provide *Padilla* advice to criminal defense attorneys within ten (10) calendar days of receipt of all required information, or by the date requested, whichever is later.
- d) Produce monthly invoices to Hays County reflecting services provided pursuant to the Grant in the following categories as described in the budget submitted with the Technical Support Grant Application: remote *Padilla* attorney time; insurance (malpractice and other); software; training and outreach.
- e) Assist in compliance reporting required by TIDC, including: (a) providing Hays County the information necessary for its quarterly progress reports to TIDC as described in the Grant Award; (b) drafting a written report at the conclusion of the Grant period as described in the Technical Support Grant Application.
- f) Maintain strictly confidential the information provided to and by CAPDS in fulfillment of this Agreement.

SECTION IV. OBLIGATIONS OF HAYS COUNTY

- a) Serve as the county administrative home for the Project and provide staff, time, and resources required for compliance with the terms of the Technical Support Grant Application and Grant Award. Hays County will not require participating counties to enter into Interlocal Agreements in order for this Agreement to be in effect.
- b) Place twenty (20) percent of the total remaining Grant Award into an escrow account for immediate use by CAPDS for purposes of providing the services pursuant to the Grant. CAPDS will draw from said escrow account for expenditures related to providing services under the Grant. CAPDS will then submit monthly expenditure reports/invoices to Hays

County. Hays County shall receive and promptly pay such invoices provided by CAPDS, not to exceed Two Hundred, Thirty Three Thousand, Six Hundred and Eighty-Two Dollars (\$233,682 USD). (In no event shall the funding in the escrow account ever exceed the original twenty (20) percent fund amount.) Hays County will then seek reimbursement from TIDC pursuant to the terms of the Grant Award. For the last two (2) months of the Agreement, CAPDS will draw on the escrow account and if any funds remain, such funds shall be reimbursed to Hays County.

- c) In order to issue payments, Hays County will not require CAPDS or any other person or entity to provide or produce privileged attorney-client communication or otherwise confidential information. Hays County will issue payments by check made payable to “Capital Area Private Defender Services” in the subject line by mail to CAPDS, 910 Lavaca Street, Austin, Texas 78701.
- d) Shall provide to CAPDS a computer and necessary computer-related equipment and/or software essential to the functioning of this Agreement, from contracts currently used by the County for procuring this type of equipment. This equipment remains the property of the County and shall be returned upon the termination of this Agreement. Damage to the equipment, or failure to return such equipment, shall result in CAPDS being responsible for the full cost of repair and/or replacement of the equipment.
- e) Endeavor to facilitate the use of CAPDS by criminal defense attorneys receiving appointments in participating counties.
- f) Monitor the Agreement and, if CAPDS’ performance does not meet the operational or performance terms of the Agreement, allow for a thirty (30)-day remediation period during which CAPDS may seek to cure any breach or default. If such breach or default is not cured within the thirty (30)-day remediation period, Hays County may terminate this agreement immediately upon the expiration of said thirty (30)-day remediation period.

Hays County further agrees that CAPDS shall be responsible for directing the development of the Remote Padilla Consultation Program and that CAPDS has the sole right to control and direct the means, manner, and method by which the services described in the Technical Support Grant Application to TIDC will be performed.

SECTION V. JOINT OBLIGATIONS

- a) Jointly develop a written plan of operations for the Regional *Padilla* Compliance Pilot Program as required by the Grant Award. The written plan of operations is due with the first quarterly progress report within one (1) month of the Effective Date of this Agreement.
- b) This Agreement and its performance do not create a partnership, joint venture, fiduciary, or similar relationship for any purpose. Neither party has the power or authority to bind or obligate or commit the other to a third party in any manner.

SECTION VI. TERM OF AGREEMENT

This Agreement is effective as of April 1, 2022 and terminates September 30, 2024, unless otherwise extended in writing by both parties.

Both parties agree that either party may terminate this agreement for convenience and without cause with a thirty (30) day written notice to the contacts listed in the Notice section below.

SECTION VII. NOTICE

Any and all notices in relation to this Agreement shall be mailed to the following contacts:

HAYS COUNTY

Hays County
Attn: Hays County Judge
111 East San Antonio Street, Suite 300
San Marcos, Texas 78666

CAPITAL AREA PRIVATE DEFENDER SERVICES

CAPDS
910 Lavaca Street
Austin, Texas 78701

SECTION VIII. COMPLIANCE WITH LAWS

CAPDS shall comply with all applicable laws, ordinances, codes, and regulations of the State, local, and federal governments.

SECTION IX. LEGAL AUTHORITY

- a) CAPDS assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or actions passed or taken giving CAPDS legal authority to enter into this Agreement and perform the services CAPDS has obligated itself to perform under this Agreement.
- b) The person or persons signing this Agreement on behalf of CAPDS warrant and guarantee to having been duly authorized by CAPDS to execute this Agreement on behalf of CAPDS to validly and legally bind CAPDS to all terms, performances, and provisions herein set forth.
- c) The County shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement if there is any dispute as to the legal authority of either CAPDS or the person signing this Agreement to enter into this Agreement.

SECTION X. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any lawsuit, claim, or other action arising from or in relation to this Agreement shall be brought in Hays County, Texas.

SECTION XI. WAIVER BY PARTY

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

SECTION XII. ASSIGNMENT

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

SECTION XIII. ENTIRE AGREEMENT; AMENDMENT

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by both parties to this Agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

WITNESS OUR HANDS EFFECTIVE THIS _____ OF _____, 2022.

CAPITAL AREA PRIVATE DEFENDER SERVICES

Signature

Type or print name

Title

COUNTY OF HAYS

Ruben Becerra
County Judge
County of Hays

Exhibit A



Technical Support Application Form

County Requesting Support:		Date of Request:
Hays		August 2019
Address:	Contact Information	
712 S. Stagecoach Trl.	Name:	Ruben Becerra
Suite 1094	Title:	Hays County Judge
San Marcos, TX.	E-mail:	judge.becerra@co.hays.tx.us
78666	Phone:	512-393-2205
	Fax:	

Project Name:	Time Period:
Remote Padilla Consultation Project	September 2019-August 2020

Brief Description:

This is a pilot program to help ensure compliance with *Padilla v. Kentucky*. With its administrative home in Hays County, the pilot would begin in the 3rd Administrative Judicial Region and, if successful, may eventually connect criminal defense attorneys with *Padilla* attorneys statewide.

Issue to Be Addressed:

Under *Padilla v. Kentucky*, 559 U.S. 356 (2010), criminal defense attorneys are required to provide defendants individualized counsel regarding the immigration consequences of conviction. Nearly a decade since the decision, *Padilla* compliance is low, and Texas attorneys often risk ineffectiveness. While TIDC has funded *Padilla* attorneys in a handful of Texas counties, approximately 200 counties – including Hays and many in the 3rd AJR – have no way to regularly ensure that their defense attorneys meet their *Padilla* obligation. This project will pilot a solution for counties lacking an in-house *Padilla* attorney. Particular attention will be paid to improving compliance in rural areas and in private appointment systems which continue to provide representation in over 80% of cases involving indigent defendants in Texas.

In Hays County, of the roughly 1890 criminal cases involving indigent defendants in 2018, an estimated 5-6% or roughly 108 were entitled to a *Padilla* consultation. Across the 3rd AJR, some 2000 cases per year will require one. And statewide, of roughly 415,000 criminal cases involving indigent defendants per year, an estimated 11% or 46,000 required *Padilla* advice.

Proposed Project to Address Problem:

The goal of the project is to provide additional capacity in Hays County and across the 3rd Administrative Judicial Region for constitutionally required *Padilla* assistance to criminal defense attorneys.

myPadilla, a Texas nonprofit¹, provides remote written *Padilla* advisals to Texas attorneys through an online platform. The tool—available at myPadilla.com—allows defense attorneys to:

- (1) Interview clients;
- (2) Submit secure intake forms; and
- (3) Receive written advisals with individualized *Padilla* advice.

Attorneys working with myPadilla review intake forms, follow up with defense attorneys as necessary, and submit secure written advice. (Note: advice from myPadilla is limited to *Padilla* advice and does not include immigration representation.)

The project will also include CLE for criminal defense attorneys regarding *Padilla* compliance and use of the tool.

As a result of the pilot project, criminal defense attorneys who previously lacked a resource for complying with *Padilla* will be able to more efficiently and effectively serve their clients, and indigent defendants in underserved areas of Texas will see their Sixth Amendment rights upheld. Success metrics will involve numbers of case referrals made compared to projections; number of criminal defense attorneys participating; and qualitative responses from defense attorneys regarding the service.

myPadilla has conducted a “pre-pilot” phase to test the service. Defense attorneys in several counties across Texas, including Brewster, Hudspeth, Collin, Lubbock, Hidalgo, Laredo, and Travis, used or reviewed the tool and provided feedback regarding their *Padilla* compliance needs.

As mentioned previously, the project will also capitalize on existing investments in immigration resources at the Dallas County Public Defender program, the Capital Area Private Defender Service, and the Webb County Public Defender Office, by extending to other parts of the state the learnings from those offices.

Specific Assistance Needed from the Task Force:

The County seeks \$342,720 in funding to compensate remote *Padilla* attorneys for providing expert assistance to defense attorneys beginning in Hays and neighboring counties and expanding outward throughout the 3rd AJR.

At an hourly rate of \$150, this grant will help facilitate *Padilla* consultations in nearly 1000 cases; malpractice and related insurance; training and outreach for defense attorneys in participating counties; and software maintenance. This total also includes a 5% administrative and overhead fee to Hays County.

¹ Fiscally sponsored by FJC, a 501(c)(3).

Because demand for the service is estimated and will depend, in part, on attorneys having been trained and onboarded, the funding sought is for *up to* ~1948 attorney hours / ~974 cases, and actual reimbursement to *Padilla* attorneys will depend on utilization.

The project is otherwise supported during the pilot period by:

- (1) an anonymous funder (\$87,000)
- (2) Harvard Law Public Service Venture Fund (\$80,000)
- (3) Skadden Flom Incubator Grant (\$10,000)

Summary Report

We will produce a report at the conclusion of the pilot summarizing success metrics (numbers of case referrals made compared to projections; number of criminal defense attorneys participating; and qualitative responses from defense attorneys regarding the service) and documenting successes, challenges, and recommendations for future service expansion of *Padilla* services across the state.

Additional Documentation if Applicable (describe here and attach to this Application)

Budget

_____ County requests the above Technical Support from the Texas Indigent Defense Commission (Commission). We understand that:

1. The above requested technical support is subject to approval by the Commission.
2. This application does not constitute an agreement until approved and accepted by all parties.
3. Commission reimbursement will only be made for expenses incurred during the period indicated in this request but in no case may it be for expenses prior to the beginning of this agreement or after the end date agreed in writing with the Commission.
4. The county may not obligate Commission funds or staff without a specific written agreement.
5. Disbursement of funds is always subject to the availability of funds.


Signature

Ruben Becerra
Printed Name

7-30-2019
Date

Hays County Judge
Title



**Statement of Grant Award
FY2020 Technical Support Grant**

Grant Number: 19-TS-105
 Grantee Name: Hays County
 Program Title: Regional *Padilla* Compliance Pilot Project
 Grant Period: 10/1/2019-9/30/2020
 Grant Award: \$342,720

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Hays County (herein, the County) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission by October 1, 2019. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

Direct Costs	
1) Personnel - Salaries (FTEs: 0)	
2) Fringe Benefits	
3) Travel and Training	
4) Equipment	
5) Supplies	
6) Contract Services	\$326,400
7) Indirect Costs	\$16,320
Total Proposed Costs	\$342,720
Less County Match	0
Total Amount Funded by Commission	\$342,720

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued in January 2019, including the rules and documents adopted by reference in the Commission's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Terms and Conditions" contained in Attachment A which includes the final grant application.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
- The judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award if necessary and submit it to the Commission by November 1, 2019.

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below.

A handwritten signature in black ink, appearing to read 'Ruben Becerra', is written over a horizontal line.

Signature of Authorized Official

Ruben Becerra, Hays County Judge

Name & Title

September 24, 2019

Date

Attachment A

Terms and Conditions

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program.

- The budget in the Statement of Grant Award is based on costs for a full 12-month period. If the County has a delayed start, the County may request an extension of the grant term to allow access to the full 12 months of funding.
- The county must develop a written plan of operations for the Regional *Padilla* Compliance Pilot Program. The plan of operations is due with the 1st quarterly progress report.
- Grantees that use grant funds to contract for services must develop and include in the contract provisions to monitor each contract that is for more than \$10,000 per year. These provisions must include specific actions to be taken if the grantee discovers that the contractor's performance does not meet the operational or performance terms of the contract.
- Contracts with third parties for core services under this grant must be provided to TIDC and approved prior to execution.
- This grant requires quarterly progress reports to document the work performed and impact of the program. The TIDC grants administrator will construct an on-line progress report that reflects the work performed in this program and is consistent with the grant application listed below. The County will be able to request modifications to the on-line report when the performance measures do not accurately reflect the work performed. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
- Grant funds are disbursed on a reimbursement basis according to the funded percentage in the award. The County will submit expenditure reports to obtain reimbursement of expended funds based on actual expenditures. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.

Original Grant application below



County Judge Ruben Becerra
D I R E C T O R

Texas Indigent Defense Commission
c/o Edwin Colfax
Via E-mail: EColfax@tidc.texas.gov

Re: Request to Extend and Modify Technical Support Grant

Dear Judge Keller and members of the Texas Indigent Defense Commission:

I write to request an extension of and modification to the FY2020 Technical Support Grant #19-TS-105 for the Regional *Padilla* Compliance Pilot Project. The grant period is set to expire on 30 September 2020.

Hays County requests to extend the grant for an additional 18 months and to modify the terms to include additional counties beyond the 3rd Administrative Judicial Region. Excluded counties would include: the ten most populous counties; counties with existing in-house *Padilla* resources for indigent clients; counties with public defender offices with size/demographics sufficient to warrant an in-house resource; and TRLA-contracted counties.¹

This expansion and extension can be accommodated with existing funds carried over from the prior award.

We have been pleased to offer this remote tool for *Padilla* compliance to defense attorneys representing indigent defendants this year, and we look forward to expanding it to more areas of the state going forward.

Respectfully,

A blue ink signature of Ruben Becerra, consisting of a stylized 'R' followed by a long horizontal stroke.

Ruben Becerra
Hays County Judge

¹ Counties excluded from the expansion: Harris; Dallas; Tarrant; Bexar; Travis; Collin; Denton; Hidalgo; El Paso; Fort Bend; Bee; Live Oak; McMullen; Refugio; Willacy.



Modified Statement of Grant
Award FY2020 Technical
Support Grant

Grant Number: **19-TS-105**
 Grantee Name: Hays County
 Program Title: Regional *Padilla* Compliance Pilot Project
 Grant Period: 10/1/2019-9/30/2020-**3/31/2022**
 Grant Award: **\$342,720**

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Hays County (herein, the County) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission by September 30, 2020. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

Direct Costs	
1) Personnel - Salaries (FTEs: 0)	
2) Fringe Benefits	
3) Travel and Training	
4) Equipment	
5) Supplies	
6) Contract Services	\$326,400
7) Indirect Costs	\$16,320
Total Proposed Costs	\$342,720
Less County Match	0
Total Amount Funded by Commission	\$342,720

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued in January 2019, including the rules and documents adopted by reference in the Commission's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Terms and Conditions" contained in Attachment A which includes the final grant application.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
- The judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award if necessary and submit it to the Commission by November 1, 2019.

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below.



Signature of Authorized Official

Ruben Becerra Hays County Judge

Name & Title

September 22, 2020

Date

Attachment A

Terms and Conditions

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program.

- The budget in the Statement of Grant Award is based on costs for a full 12-month period. If the County has a delayed start, the County may request an extension of the grant term to allow access to the full 12 months of funding.
- The county must develop a written plan of operations for the Regional *Padilla* Compliance Pilot Program. The plan of operations is due with the 1st quarterly progress report.
- Grantees that use grant funds to contract for services must develop and include in the contract provisions to monitor each contract that is for more than \$10,000 per year. These provisions must include specific actions to be taken if the grantee discovers that the contractor's performance does not meet the operational or performance terms of the contract.
- Contracts with third parties for core services under this grant must be provided to TIDC and approved prior to execution.
- This grant requires quarterly progress reports to document the work performed and impact of the program. The TIDC grants administrator will construct an on-line progress report that reflects the work performed in this program and is consistent with the grant application listed below. The County will be able to request modifications to the on-line report when the performance measures do not accurately reflect the work performed. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
- Grant funds are disbursed on a reimbursement basis according to the funded percentage in the award. The County will submit expenditure reports to obtain reimbursement of expended funds based on actual expenditures. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.

Approved Grant Modification Request and Original Grant application below

EXPENSES under TIDC grant	09/2019-08/2020
Remote <i>Padilla</i> attorneys: Payments to contract attorneys and/or in-house <i>Padilla</i> attorneys (ceiling; subject to demand)	297200
Insurance: malpractice insurance for lawyers	1,200
Software: Tech maintenance costs for platform, hosting, database, file storage, etc.	15000
Training & outreach for criminal defense attorneys	7000
Insurance required of myPadilla by Hays County	6000
Hays County overhead & admin costs @5%	16320
TIDC Tech Support Grant requested	342,720

Timeline for Reporting and Fund Distribution

Reports will be submitted on-line at tidc.tamu.edu.

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
April 2021 through June 2021	Grant Expenditure Report Progress report	Filed	
July 2021 through September 2021	Grant Expenditure Report Progress Report	Filed	
October 2021 through December 2021	Grant Expenditure Report Progress report	Filed	
January 2022 through March 2022	Grant Expenditure Report Progress report	April 15, 2022	May 2022
April 2022 through June 2022	Grant Expenditure Report Progress report	July 15, 2022	August 2022
July 2022 through September 2022	Grant Expenditure Report Progress Report	October 15, 2022	December 2022
October 2022 through December 2022	Grant Expenditure Report Progress report	January 15, 2023	February 2023
January 2023 through March 2023	Grant Expenditure Report Progress report	April 15, 2023	May 2023
April 2023 through June 2023	Grant Expenditure Report Progress report	July 15, 2023	August 2023
July 2023 through September 2023	Grant Expenditure Report Progress Report	October 15, 2023	December 2023
October 2023 through December 2023	Grant Expenditure Report Progress report	January 15, 2024	February 2024
January 2024 through March 2024	Grant Expenditure Report Progress report	April 15, 2024	May 2024
April 2024 through June 2024	Grant Expenditure Report Progress report	July 15, 2024	August 2024
July 2024 through September 2024	Grant Expenditure Report Progress Report	October 15, 2024	December 2024

Exhibit D.



County Judge Ruben Becerra
DIRECTOR

March 29, 2022

Texas Indigent Defense Commission
209 West 14th Street
Room 202
Austin, Texas 78701

To Whom It May Concern:

Hays County respectfully requests a modification to expand the Scope of Services for the myPadilla program and to extend the contract dates to match the grant award ending on September 30, 2024. Since its inception in Hays County, the myPadilla program has been an invaluable resource to indigent non-citizen clients and assigned counsel. Over the past few years, the program has grown to include the entire state of Texas. However, the expansion did not provide services to the top 10 most populous counties, or counties with an existing *Padilla* resource. It has become apparent that this exclusion should be revisited as myPadilla has been approached with interest from counties not currently within the scope of service.

We are requesting authorization for myPadilla to expand its scope of service to include representation for the entire state of Texas with prioritization focused on counties that do not have an existing in-house *Padilla* resource, regardless of county population. Those counties include Bexar, Travis, Dallas, Fort Bend, Harris, TRLA offices, Webb, and El Paso.

Depending on capacity, myPadilla may assist in overflow cases in counties with an institutionalized *Padilla* attorney. Capacity shall be determined at myPadilla's discretion at the time assistance is requested. This assistance is for times of emergency and may last up to 90 days. Overflow will be understood to mean 50% more cases referred to the respective in-house *Padilla* attorney than the prior month. Times of emergency refers to events or policies originating from outside sources that are outside of the control of the institution.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to be "Ruben Becerra", with a long horizontal stroke extending to the right.

Ruben Becerra, Hays County Judge



Statement of Grant Award
FY2022 Improvement Grant

Grant Number: TS-22-105
 Grantee Name: Hays County
 Program Title: Regional *Padilla* Compliance Project
 Grant Period: 4/1/2021-9/30/2024
 Grant Award: **\$233,682**

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Hays County (herein, the Grantee) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission to accept the award. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

	Budget
1) Personnel	
2) Fringe Benefits and non-Salary Personnel Costs	
3) Travel and Training	
4) Equipment	
5) Supplies	
6) Contract Services	\$229,682
7) Indirect Costs	\$4,000
Total Proposed Costs	\$233,682
Matching Funds	0
Total Amount Funded by Commission	\$233,682

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued in January 2021, including the rules and documents adopted by reference in the Commission's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Terms and Conditions" contained in Attachment A which includes the final grant application.

The authorized official for this grant program has read the preceding and indicates agreement by signing the Statement of Grant Award included below.

Signature of Authorized Official

Name & Title (please print)

Date

Attachment A

Terms and Conditions

In addition to the program requirements stated in the Request for Applications (RFA), these specific program requirements apply to this program.

- This award replaces 19-TS-105 for program expenses unclaimed under the original award prior to August 19, 2021 and extends the term of the award through FY24. This award re-issues most unused award amounts under the TIDC FY22 budget and covers program expenditures that were not filed prior to August 19, 2021, including 3rd and 4th quarter expenditures from FY21.
- Grantees that use grant funds to contract for services must develop and include in the contract provisions to monitor each contract that is for more than \$10,000 per year. These provisions must include specific actions to be taken if the grantee discovers that the contractor's performance does not meet the operational or performance terms of the contract.
- Contracts with third parties for core services under this grant must be provided to TIDC and approved prior to execution.
- This grant requires quarterly progress reports to document the work performed and impact of the program. The TIDC grants administrator will construct an on-line progress report that reflects the work performed in this program and is consistent with the grant application listed below. The County will be able to request modifications to the on-line report when the performance measures do not accurately reflect the work performed. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
- Grant funds are disbursed on a reimbursement basis according to the funded percentage in the award. The County will submit expenditure reports to obtain reimbursement of expended funds based on actual expenditures. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.

Original grant application and modifications follow.

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 delivery of the Community Supervision and Corrections Department's (CSCD) Financial Statements for the Fiscal Year ending on August 31, 2021 for filing with the Hays County Commissioners Court pursuant to Local Government Code, Section 140.004(d) and the Texas Department of Criminal Justice-Community Justice Assistance Divisions Financial Management Manual.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 12, 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
Marisol Villarreal-Alonzo	Click to Select Sponsor.	N/A

SUMMARY

Texas Local Government Code 140.004(d) requires that the community supervision and corrections department (CSCD) file with the Commissioners Court a complete financial statement of the department's preceding fiscal year. The CSCD Financial Audit Report is attached.



Community Supervision and Corrections Department

Serving the Courts and Communities of Caldwell, Comal and Hays Counties

Michael Hartman – Director

1703 S. Colorado ~ Lockhart, Texas 78644 ~ (512) 398-4307 ~ Fax (512) 398-3297

Tuesday, April 5, 2022

Hays County Commissioners Court
Hays County Courthouse
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

Dear Judge Becerra and Commissioners:

Pursuant to Local Government Code, Section 140.004 and the Texas Department of Criminal Justice-Community Justice Assistance Divisions Financial Management Manual, the Community Supervision and Corrections Department (CSCD) of Caldwell, Comal and Hays County files for acceptance, its Financial Statements for the Fiscal Year ending on August 31, 2021.

The attached documents are being filed for informational purposes only and to satisfy the requirements of the above-referenced statute.

Please direct any questions to Charles Torres, CSCD Fiscal Officer or Michael Hartman, CSCD Executive Director.

Respectfully,

Charles Torres
CSCD Fiscal Officer
1703 S. Colorado, Box 9
Lockhart, Texas 78644
(512) 398-4307

cc: Mr. Michael Hartman, Director
Central Files

Hays CSCD
712 S. Stagecoach Trail
San Marcos, TX 78666
(512) 353-5892

Comal CSCD
160 E. Bridge St.
New Braunfels, TX 78132
(830) 221-1160

Caldwell CSCD
1703 S. Colorado
Lockhart, TX 78644
(512) 398-4431



Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

Communication with Those Charged with Governance

February 18, 2022

To the Caldwell County Community Supervision and Corrections Department
Lockhart, Texas

We have audited the financial statements of the Caldwell County Community Supervision and Corrections Department as of and for the year ended August 31, 2021, and have issued our report thereon dated February 18, 2022. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated September 27, 2021, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with the prescribed basis of accounting that demonstrates compliance with the Texas Departments of Criminal Justice – Community Justice Assistance Division’s financial reporting requirements, which is a comprehensive basis of accounting other than generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing 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 over financial reporting. Accordingly, as part of our audit, we considered the internal control of Caldwell County Community Supervision and Corrections Department solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team and others in our firm, as appropriate have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Audit Findings

Management has the responsibility to select and use of appropriate accounting policies. A summary of the significant accounting policies adopted by the Caldwell County Community Supervision and Corrections Department is included in Note 2 to the financial statements. There has been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2021. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. There were no significant estimates reported in the financial statements.

Significant Difficulties Encountered during the Audit

We encountered no difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. There were no known material misstatements identified during the audit.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to Caldwell County Community Supervision and Corrections Department's financial statements or to the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Representations Requested from Management

We have requested certain written representations from management that are included in the management representation letter dated February 18, 2022.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the Caldwell County Supervision and Corrections Department, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as Caldwell County Supervision and Corrections Department's auditors.

This information is intended solely for the information and use of the Board of Judges and management of the Caldwell County Supervision and Corrections Department and is not intended to be and should not be used by anyone other than these specified parties.

It has been our pleasure to provide these services to the Caldwell County Community Supervision and Corrections Department. We urge you to contact us if we can be of further assistance.

Very truly yours,

A handwritten signature in cursive script that reads "Armstrong, Vaughan & Associates, P.C.".

Armstrong, Vaughan & Associates, P.C.

February 18, 2022

***CALDWELL COUNTY
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT***

FINANCIAL STATEMENTS

***FOR THE YEAR ENDED
AUGUST 31, 2021***



CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
FINANCIAL STATEMENTS
FOR THE YEAR ENDED AUGUST 31, 2021

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CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
FINANCIAL STATEMENTS
FOR THE YEAR ENDED AUGUST 31, 2021

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Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

Caldwell County Community
Supervision and Corrections Department
Lockhart, Texas

We have audited the accompanying financial statements of the Caldwell County Community Supervision and Corrections Department (CSCD), which comprise the combined statement of financial position as of August 31, 2021, and the related financial statements of activities for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 18, 2022.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the provisions of the Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD); 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 and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on auditor's judgment, including the assessment of 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 opinions.

Opinion

In our opinion, the financial statements referred to in the first paragraph present fairly, in all material respects, the respective financial position of the governmental activities of the Caldwell County Community Supervision and Corrections Department, as of August 31, 2021, and the respective changes in financial position thereof for the year ended, in accordance with the financial reporting provisions of the TDCJ-CJAD as described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the basis of the financial reporting provisions of the TDCJ-CJAD, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the requirements of the TDCJ-CJAD. Our opinion is not modified with respect to that matter.

Emphasis of Matter

As discussed in Note 1, the financial statements present the operations of the Caldwell County Community Supervision and Corrections Department only, and are not intended to present fairly the financial positions of Caldwell, Comal, or Hays Counties, Texas and the results of their operations in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Caldwell County Community Supervision and Corrections Department's basic financial statements. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. The combining and individual fund financial statements and schedules of differences between audit report and CSCD reports are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated February 18, 2022 on our consideration of Caldwell County Community Supervision and Corrections Department's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Caldwell County Community Supervision and Corrections Department's internal control over financial reporting and compliance.

Restriction of Use

This report is intended solely for the information and use of management of Caldwell County Community Supervision and Corrections Department, others within the organization, and the Texas Department of Criminal Justice – Community Justice Assistance Division and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in black ink that reads "Armstrong, Vaughan & Associates, P.C." The script is cursive and fluid.

Armstrong, Vaughan & Associates, P.C.

February 18, 2022

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
COMBINED STATEMENT OF FINANCIAL POSITION
AUGUST 31, 2021

	Basic Supervision	Community Corrections	Diversion Programs
ASSETS			
<i>Cash and Investments:</i>			
Bank Balances	\$ 2,898,577	\$ 17,434	\$ 54,065
<i>Total Cash and Investments</i>	<u>2,898,577</u>	<u>17,434</u>	<u>54,065</u>
<i>Accounts Receivable:</i>			
Community Supervision Fees	78,029	-	-
Due from Others	41,528	-	-
<i>Total Accounts Receivable</i>	<u>119,557</u>	<u>-</u>	<u>-</u>
TOTAL ASSETS	<u><u>\$ 3,018,134</u></u>	<u><u>\$ 17,434</u></u>	<u><u>\$ 54,065</u></u>
LIABILITIES AND FUND BALANCE			
<i>Liabilities:</i>			
Accounts Payable	\$ 124,185	\$ 17,434	\$ 54,065
<i>Total Liabilities</i>	<u>124,185</u>	<u>17,434</u>	<u>54,065</u>
<i>Fund Balance</i>	<u>2,893,949</u>	<u>-</u>	<u>-</u>
TOTAL LIABILITIES AND FUND BALANCE	<u><u>\$ 3,018,134</u></u>	<u><u>\$ 17,434</u></u>	<u><u>\$ 54,065</u></u>

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

<u>TAIP</u>	<u>Total</u>
<u>\$ 5,083</u>	<u>\$ 2,975,159</u>
<u>5,083</u>	<u>2,975,159</u>
-	78,029
-	41,528
-	119,557
<u>\$ 5,083</u>	<u>\$ 3,094,716</u>

<u>\$ 5,083</u>	<u>\$ 200,767</u>
<u>5,083</u>	<u>200,767</u>
-	2,893,949
<u>\$ 5,083</u>	<u>\$ 3,094,716</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
COMBINED STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE
FOR THE YEAR ENDED AUGUST 31, 2021

	Basic Supervision	Community Corrections	Diversion Programs
REVENUE			
State Aid	\$ 1,399,638	\$ 549,782	\$ 959,752
Total State Aid Not Including SAFPF	<u>1,399,638</u>	<u>549,782</u>	<u>959,752</u>
State Aid: SAFPF	9,636	-	-
Community Supervision Fees	2,595,409	-	-
Payments by Program Participants	208,700	37,775	-
Interest Income	13,998	-	-
Other Revenue	6,333	-	-
TOTAL REVENUE	<u>4,233,714</u>	<u>587,557</u>	<u>959,752</u>
EXPENDITURES			
Salaries & Fringe Benefits	3,314,121	513,217	884,602
Travel & Furnished Transportation	15,273	6,994	4,128
Contract Services for Offenders	17,421	4,795	4,656
Professional Fees	153,281	3,503	353
Supplies & Operating Expenses	62,411	34,510	57,542
Utilities	26,941	-	-
Equipment	149,532	-	17,467
TOTAL EXPENDITURES	<u>3,738,980</u>	<u>563,019</u>	<u>968,748</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>494,734</u>	<u>24,538</u>	<u>(8,996)</u>
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	-	-	31,779
Basic Supervision Interfund Transfer Out	(31,779)	-	-
CCP Interfund Transfer to DP and TAIP	-	(31,644)	20,154
TOTAL OTHER FINANCING SOURCES (USES)	<u>(31,779)</u>	<u>(31,644)</u>	<u>51,933</u>
PRIOR YEAR ENDING FUND BALANCE	<u>2,430,994</u>	<u>20,799</u>	<u>8,276</u>
Adjusted Beginning Fund Balance	<u>2,430,994</u>	<u>20,799</u>	<u>8,276</u>
Refund Due to TDCJ-CJAD	<u>-</u>	<u>(13,693)</u>	<u>(51,213)</u>
AUDITED YEAR ENDING FUND BALANCE	<u><u>\$ 2,893,949</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

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

TAIP	Total
\$ 166,000	\$ 3,075,172
166,000	3,075,172
-	9,636
-	2,595,409
-	246,475
-	13,998
-	6,333
166,000	5,947,023
150,796	4,862,736
-	26,395
-	26,872
281	157,418
19,750	174,213
-	26,941
15,007	182,006
185,834	5,456,581
(19,834)	490,442
-	31,779
-	(31,779)
11,490	-
11,490	-
13,427	2,473,496
13,427	2,473,496
(5,083)	(69,989)
\$ -	\$ 2,893,949

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
COMBINING STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCES
ALL DIVERSION PROGRAM FUNDS
FOR THE YEAR ENDED AUGUST 31, 2021

	Mentally Impaired Specialized Caseload (non-initiative)	Mental Health Initiative - Special Needs	Substance Abuse and Aftercare Caseload
REVENUE			
State Aid	\$ 169,500	\$ 96,348	\$ 238,334
Total State Aid	<u>169,500</u>	<u>96,348</u>	<u>238,334</u>
TOTAL REVENUE	<u>169,500</u>	<u>96,348</u>	<u>238,334</u>
EXPENDITURES			
Salaries & Fringe Benefits	163,268	85,062	228,976
Travel & Furnished Transportation	1,497	1,229	47
Contracted Services	1,285	3,371	-
Professional Fees	175	50	-
Supplies & Operating Expenses	3,670	11,809	6,718
Equipment	1,449	-	5,797
TOTAL EXPENDITURES	<u>171,344</u>	<u>101,521</u>	<u>241,538</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>(1,844)</u>	<u>(5,173)</u>	<u>(3,204)</u>
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	2,678	7,913	17,543
Basic Supervision Interfund Transfer Out	-	-	-
CCP Interfund Transfer In to DP	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>2,678</u>	<u>7,913</u>	<u>17,543</u>
PRIOR YEAR ENDING			
FUND BALANCE	3,178	534	1,814
Refund to TDCJ-CJAD	<u>(4,012)</u>	<u>(3,274)</u>	<u>(16,153)</u>
Adjusted Beginning Fund Balance	<u>(834)</u>	<u>(2,740)</u>	<u>(14,339)</u>
AUDITED YEAR ENDING			
FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

Outpatient Substance Abuse	Counseling- Assessment, Evaluation, Cognitive	Pretrial Diversion	Total
\$ 241,358	\$ 84,639	\$ 129,573	\$ 959,752
241,358	84,639	129,573	959,752
241,358	84,639	129,573	959,752
204,728	85,210	117,358	884,602
1,230	-	125	4,128
-	-	-	4,656
128	-	-	353
29,135	1,250	4,960	57,542
7,323	-	2,898	17,467
242,544	86,460	125,341	968,748
(1,186)	(1,821)	4,232	(8,996)
-	-	3,645	31,779
-	-	-	-
11,500	8,654	-	20,154
11,500	8,654	3,645	51,933
-	1,701	1,049	8,276
(10,314)	(8,534)	(8,926)	(51,213)
(10,314)	(6,833)	(7,877)	(42,937)
\$ -	\$ -	\$ -	\$ -

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
FOR THE YEAR ENDED AUGUST 31, 2021
BASIC SUPERVISION PROGRAM

	Budget	2021 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 1,399,636	\$ 1,399,638	\$ 2
State Aid: SAFFP	10,000	9,636	(364)
Community Supervision Fees	1,500,000	2,595,409	1,095,409
Payments by Program Participants	125,000	208,700	83,700
Interest Income	3,000	13,998	10,998
Carry Over from Previous FY (Prior Year Ending Fund Balance)	2,430,994	2,430,994	-
Other Revenue	-	6,333	6,333
Basic Supervision Interfund Transfer Out	(31,779)	(31,779)	-
TOTAL REVENUE	<u>5,436,851</u>	<u>6,632,929</u>	<u>1,196,078</u>
EXPENDITURES			
Salaries & Fringe Benefits	4,035,399	3,314,121	721,278
Travel & Furnished Transportation	39,960	15,273	24,687
Contract Services for Offenders	69,800	17,421	52,379
Professional Fees	230,700	153,281	77,419
Supplies & Operating Expenses	834,714	62,411	772,303
Utilities	52,200	26,941	25,259
Equipment	174,078	149,532	24,546
TOTAL EXPENDITURES	<u>5,436,851</u>	<u>3,738,980</u>	<u>1,697,871</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	2,893,949	2,893,949
PRIOR YEAR ENDING FUND BALANCE			
Prior Year Refund (BS Only) - Actuals		<u>-</u>	
TOTAL PRIOR PERIOD ADJUSTMENTS & REFUNDS - ACTUALS		<u>-</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ 2,893,949</u></u>	

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

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
FOR THE YEAR ENDED AUGUST 31, 2021
COMMUNITY CORRECTIONS PROGRAM
DISTRICT RESOURCE CENTER

	Budget	2021 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 549,782	\$ 549,782	\$ -
Payments by Program Participants	38,000	37,775	(225)
Carry Over from Previous FY (Prior Year Ending Fund Balance)	20,799	20,799	-
CC Interfund Transfer Out to DP and TAIP	(31,644)	(31,644)	-
TOTAL REVENUE	<u>576,937</u>	<u>576,712</u>	<u>(225)</u>
EXPENDITURES			
Salaries & Fringe Benefits	522,840	513,217	9,623
Travel & Furnished Transportation	7,648	6,994	654
Contract Services for Offenders	6,850	4,795	2,055
Professional Fees	3,600	3,503	97
Supplies & Operating Expenses	35,999	34,510	1,489
Equipment	-	-	-
TOTAL EXPENDITURES	<u>576,937</u>	<u>563,019</u>	<u>13,918</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	13,693	13,693
PRIOR YEAR ENDING FUND BALANCE		-	
Refund to TDCJ-CJAD - Actuals		<u>(13,693)</u>	
TOTAL PRIOR PERIOD ADJUSTMENTS & REFUNDS - ACTUALS		<u>(13,693)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ -</u>	

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
FOR THE YEAR ENDED AUGUST 31, 2021
DIVERSION PROGRAM
MENTALLY IMPAIRED SPECIALIZED CASELOAD (NON-INITIATIVE)

	Budget	2021 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 169,500	169,500	\$ -
Carry Over from Previous FY (Prior Year Ending Fund Balance)	3,178	3,178	-
Basic Supervision Interfund Transfer In	2,678	2,678	-
TOTAL REVENUE	<u>175,356</u>	<u>175,356</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	163,800	163,268	532
Travel & Furnished Transportation	1,500	1,497	3
Contracted Services for Offenders	1,938	1,285	653
Professional Fees	500	175	325
Supplies & Operating Expenses	5,118	3,670	1,448
Equipment	2,500	1,449	1,051
TOTAL EXPENDITURES	<u>175,356</u>	<u>171,344</u>	<u>4,012</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	4,012	4,012
PRIOR YEAR ENDING FUND BALANCE		-	
Refund to TDCJ-CJAD - Actuals		<u>(4,012)</u>	
TOTAL PRIOR PERIOD ADJUSTMENTS & REFUNDS - ACTUALS		<u>(4,012)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ -</u></u>	

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

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
FOR THE YEAR ENDED AUGUST 31, 2021
DIVERSION PROGRAM
MENTAL HEALTH INITIATIVE – SPECIAL NEEDS PROGRAM

	Budget	2021 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 96,348	\$ 96,348	\$ -
Carry Over from Previous FY (Prior Year Ending Fund Balance)	534	534	-
Basic Supervision Interfund Transfer In	7,913	7,913	-
TOTAL REVENUE	<u>104,795</u>	<u>104,795</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	85,137	85,062	75
Travel & Furnished Transportation	1,500	1,229	271
Contracted Services	5,324	3,371	1,953
Professional Fees	1,000	50	950
Supplies & Operating Expenses	11,834	11,809	25
TOTAL EXPENDITURES	<u>104,795</u>	<u>101,521</u>	<u>3,274</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	3,274	3,274
PRIOR YEAR ENDING FUND BALANCE		-	
Refund to TDCJ-CJAD - Actuals		<u>(3,274)</u>	
TOTAL PRIOR PERIOD ADJUSTMENTS & REFUNDS - ACTUALS		<u>(3,274)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ -</u>	

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

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
FOR THE YEAR ENDED AUGUST 31, 2021
DIVERSION PROGRAM
SUBSTANCE ABUSE TREATMENT AND AFTERCARE CASELOAD

	Budget	2021 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 238,334	\$ 238,334	\$ -
Carry Over from Previous FY (Prior Year Ending Fund Balance)	1,814	1,814	-
Basic Supervision Interfund Transfer In	17,543	17,543	-
TOTAL REVENUE	<u>257,691</u>	<u>257,691</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	236,877	228,976	7,901
Travel & Furnished Transportation	3,000	47	2,953
Professional Fees	1,000	-	1,000
Supplies & Operating Expenses	6,814	6,718	96
Equipment	10,000	5,797	4,203
TOTAL EXPENDITURES	<u>257,691</u>	<u>241,538</u>	<u>16,153</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	16,153	16,153
PRIOR YEAR ENDING FUND BALANCE		-	
Refund to TDCJ-CJAD - Actuals		<u>(16,153)</u>	
TOTAL PRIOR PERIOD ADJUSTMENTS & REFUNDS - ACTUALS		<u>(16,153)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ -</u></u>	

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

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
FOR THE YEAR ENDED AUGUST 31, 2021
DIVERSION PROGRAM
OUTPATIENT SUBSTANCE ABUSE PROGRAM

	Budget	2021 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 241,358	\$ 241,358	\$ -
CCP Interfund Transfer In to DP	11,500	11,500	-
TOTAL REVENUE	<u>252,858</u>	<u>252,858</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	206,858	204,728	2,130
Travel/Furnished Transportation	3,000	1,230	1,770
Professional Fees	3,000	128	2,872
Supplies & Operating Expenses	30,000	29,135	865
Equipment	10,000	7,323	2,677
TOTAL EXPENDITURES	<u>252,858</u>	<u>242,544</u>	<u>10,314</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	10,314	10,314
PRIOR YEAR ENDING FUND BALANCE		-	
Refund to TDCJ-CJAD - Actuals		<u>(10,314)</u>	
TOTAL PRIOR PERIOD ADJUSTMENTS & REFUNDS - ACTUALS		<u>(10,314)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ -</u>	

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

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
FOR THE YEAR ENDED AUGUST 31, 2021
DIVERSION PROGRAM
COUNSELING – ASSESSMENT, EVALUATION, COGNITIVE

	Budget	2021 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 84,639	\$ 84,639	\$ -
Carry Over from Previous FY (Prior Year Ending Fund Balance)	1,701	1,701	-
CCP Interfund Transfer In to DP	8,654	8,654	-
TOTAL REVENUE	<u>94,994</u>	<u>94,994</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	93,293	85,210	8,083
Supplies & Operating Expenses	1,701	1,250	451
TOTAL EXPENDITURES	<u>94,994</u>	<u>86,460</u>	<u>8,534</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	8,534	8,534
PRIOR YEAR ENDING FUND BALANCE		-	
Refund to TDCJ-CJAD - Actuals		<u>(8,534)</u>	
TOTAL PRIOR PERIOD ADJUSTMENTS & REFUNDS - ACTUALS		<u>(8,534)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ -</u></u>	

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

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
FOR THE YEAR ENDED AUGUST 31, 2021
DIVERSION PROGRAM
PRETRIAL DIVERSION

	Budget	2021 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 129,573	\$ 129,573	\$ -
Carry Over from Previous FY (Prior Year Ending Fund Balance)	1,049	1,049	-
Basic Supervision Interfund Transfer In	3,645	3,645	-
TOTAL REVENUES	<u>134,267</u>	<u>134,267</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	118,968	117,358	1,610
Travel & Furnished Transportation	3,000	125	2,875
Professional Fees	1,250	-	1,250
Supplies & Operating Expenses	5,000	4,960	40
Equipment	6,049	2,898	3,151
TOTAL EXPENDITURES	<u>134,267</u>	<u>125,341</u>	<u>8,926</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	8,926	8,926
PRIOR YEAR ENDING FUND BALANCE		-	
Refund to TDCJ-CJAD - Actuals		<u>(8,926)</u>	
TOTAL PRIOR PERIOD ADJUSTMENTS & REFUNDS - ACTUALS		<u>(8,926)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ -</u></u>	

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

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
FOR THE YEAR ENDED AUGUST 31, 2021
TREATMENT ALTERNATIVES TO INCARCERATION PROGRAM (TAIP)

	Budget	2021 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 166,000	\$ 166,000	\$ -
Carry Over from Previous FY (Prior Year Ending Fund Balance)	13,427	13,427	-
CCP Interfund Transfer In to TAIP	11,490	11,490	-
TOTAL REVENUES	<u>190,917</u>	<u>190,917</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	151,367	150,796	571
Travel & Furnished Transportation	3,000	-	3,000
Professional Fees	1,000	281	719
Supplies & Operating Expenses	19,750	19,750	-
Equipment	15,800	15,007	793
TOTAL EXPENDITURES	<u>190,917</u>	<u>185,834</u>	<u>5,083</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	5,083	5,083
PRIOR YEAR ENDING FUND BALANCE		-	
Refund to TDCJ-CJAD - Actuals		<u>(5,083)</u>	
TOTAL PRIOR PERIOD ADJUSTMENTS & REFUNDS - ACTUALS		<u>(5,083)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ -</u>	

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

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS
AUGUST 31, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. REPORTING ENTITY

The Caldwell County Community Supervision and Corrections Department (CSCD), a special purpose district of state government, was organized to provide certain adult probation services to judicial districts in Caldwell, Comal, and Hays Counties. The CSCD is not a department of Caldwell, Comal, or Hays Counties, nor is it an agency of the State of Texas.

The accompanying financial statements include the revenue of the Caldwell County Community Supervision and Corrections Department (CSCD) related to the receipt of funds administered by the Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD) from state appropriations for the Basic Supervision Fund, Community Corrections Funds, Diversion Program Grant Funds, Treatment Alternatives to Incarceration Program Grant Funds, local fees collected for the use of the CSCD, and the expenditure of those funds.

B. BASIS OF ACCOUNTING

Since the Department receives funding from State government, it must comply with requirements of the State. Therefore, the financial statements were prepared using the basis of accounting prescribed by TDCJ-CJAD, a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

Basis of accounting refers to the time at which revenues and expenditures are recognized in the accounts and reported in the statement. The accounts of the Caldwell CSCD are organized on the basis of fund accounting, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in a fund based upon the source of the funds and the purposes for which they may be spent and the means by which the spending activities are controlled. All Caldwell County Community Supervision and Corrections Department funds and the purposes for which they may be spent and means by which the spending activities are controlled for the specific activities in accordance with laws, regulations, or other restrictions. Revenues and expenditures are accounted for using either the cash basis of accounting or the modified accrual basis of accounting until the last quarter when the modified accrual basis of accounting must be used.

The modified accrual basis of accounting is followed in that revenues are recorded when susceptible to accrual; i.e., earned, measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues received by October 31 for financial activity performed by August 31, are considered available. Also, purchases for which the commitment has been established by August 31, are considered liabilities regardless of whether possession of these goods has been received by August 31, provided that the liability purchase is received and paid by October 31. Exception to this method of accounting is the recording of refunds to the State as reductions of Fund balance.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT.)

B. BASIS OF ACCOUNTING (CONT.)

Funds of the Caldwell CSCD are grouped into the agency fund type for the purpose of operation on the Caldwell County, Texas' accounting system. Accounting agency funds are accounts established for deposit and disbursement of funds which are not controlled through the Caldwell, Comal, or Hays Counties, Texas budget process and are held in a purely custodial capacity.

C. BUDGETS (ACCOUNTING AND LEGAL COMPLIANCE)

Pursuant to Government Code, Section 76.004 and 76.002, the budgets governing the funding to the programs are prepared biennially, then approved by the district judges and the criminal court-at-law judges with jurisdiction over the department and by the Texas Department of Criminal Justice – Community Justice Assistance Division. Any amendments to the budget over \$15,000 or fifteen percent (15%), whichever is greater, must also be approved by TDCJ-CJAD. Only budget adjustment requests, at year-end, received by September 30, will be reviewed and approved or disapproved by TDCJ-CJAD. TDCJ-CJAD will not accept budget adjustments after September 30, for the previous fiscal year. The annual budget is adopted on a basis consistent with TDCJ-CJAD financial reporting requirements which is a comprehensive basis other than generally accepted accounting principles. Only budget amendments approved by TDCJ-CJAD should be referred to in performing the financial audit. Funds not required to be budgeted include Sex Offender Fees and Crime Victims' Compensation Fund collections when applicable. Budget amounts presented in this report are the final amended amounts.

D. CASH AND INVESTMENTS

Cash and investments include amounts in demand deposits, investments with a pooled investment fund (LOGIC) and DWS Government Cash Institutions Shares. The CSCD reports investments at fair value based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The CSCD's investments in the Pool are reported at an amount determined by the fair value per share of the pool's underlying portfolio, unless the pool maintains a consistent net asset value per share that approximates the fair value of the underlying securities. These investments are reported at net asset value. State laws authorize the CSCD to invest in insured securities, or securities backed by the U.S. government (See Note 2).

E. FISCAL YEAR

The Caldwell County Community Supervision and Corrections Department has a fiscal year beginning on September 1 of each year and ending on August 31.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2021

NOTE 2 – CASH, COLLECTIONS, CHANGE FUND, PETTY CASH AND INVESTMENTS

The CSCD's state aid and net funds (revenues) received were deposited and held, and collection accounts' remaining net funds (revenues) were transferred into a special fund of the county treasury, on or before the next regular business day, or on or before the fifth business day after the day on which the money was received. All the CSCD's state aid and net funds (revenues) received were held, deposited, disbursed, invested, and otherwise cared for by the County on behalf of the CSCD as the CSCD directed (Government Code 509.011 I and Local Government Code 113.022 and 140.003(f)).

Collection or clearing accounts are trust funds and must be covered by pledged collateral to cover the estimated highest daily balance of funds operated in conjunction with or through the county depository by the CSCD. The depository bank deposits for safekeeping and trust with the CSCD's agent bank approved pledge securities in an amount sufficient to protect CSCD funds on a day-to-day basis during the period of the contract.

A. CASH

At August 31, 2021, the carrying amount of the CSCD cash deposits were \$638,017 and the bank balance was \$690,538. Of these deposits, \$459,741 is not reported on the Combined Statement of Financial Position as it relates to Pre-Trial Bond funding and is not required to be reported on the Financial Report submitted to TDCJ-CJAD. As of August 31, 2021, the bank balance was covered by federal deposit insurance and pledged securities having a market value of \$2,843,505 as collateral pursuant to a depository agreement through Caldwell County.

Those CSCD employees who have access to public funds are covered by a surety bond. The surety bond also covers those employees who maintain and administer public funds.

B. CHANGE FUND

The CSCD does not utilize change funds.

C. PETTY CASH

The CSCD does not utilize petty cash funds.

D. INVESTMENTS

The CSCD is required by Government Code Chapter 2256, The Public Funds Investment Act, to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, and (9) bid solicitation preferences for certificates of deposit. The Public Funds Investment Act ("Act") requires an annual audit of investment practices. Audit procedures in this area conducted as a part of the audit of the basic financial statements disclosed that in the areas of investment practices, management reports and establishment of appropriate policies, the CSCD adhered to the requirements of the Act. Additionally, investment practices of the CSCD were in accordance with local policies.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2021

NOTE 2 – CASH AND CASH INVESTMENTS (CONT.)

D. INVESTMENTS (CONT.)

The Act determines the types of investments which are allowable for the CSCD. These include, with certain restrictions, 1) obligations of the U.S. Treasury, U.S. agencies, and the State of Texas, 2) certificates of deposit, 3) certain municipal securities, 4) securities lending program, 5) repurchase agreements, 6) bankers acceptances, 7) mutual funds, 8) investment pools, 9) guaranteed investment contracts, and 10) commercial paper.

Public funds investment pools in Texas (“Pools”) are established under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and are subject to the provisions of the Public Funds Investment Act (the “Act”), Chapter 2256 of the Texas Government Code. In addition to other provisions of the Act designed to promote liquidity and safety of principal, the Act requires Pools to: 1) have an advisory board composed of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool; 2) maintain a continuous rating of no lower than AAA or AAA-m or an equivalent rating by at least one nationally recognized rating service; and 3) maintain the market value of its underlying investment portfolio within one half of one percent of the value of its shares. LOGIC Investment is an investment pool that meets this criterion. Cash Account Trust – Deutsche Government Cash is an SEC registered money market fund that is rated AAA-m by Standard & Poor’s, and also seeks to maintain a net asset value of \$1.

Investments are stated at fair value (plus accrued interest) except for money market investments and participating interest-earning investment contracts (U.S. Treasuries) that have a remaining maturity at time of purchase of one year or less. Those investments are stated at amortized cost. Likewise, certificates of deposit are stated at amortized cost.

It is the policy of the CSCD that the administration of its funds and the investments of those funds shall be handled as its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the CSCD and conforming to all applicable state and CSCD statutes governing the investment of public funds. The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. It is the intent of the CSCD to be in complete compliance with local law and the Texas Public Funds Investment Act. The earnings from investment will be used in a manner that best serves the public trust and interest of the CSCD.

The CSCD’s investments at August 31, 2021 are as shown below and are reported using Level 1 inputs:

	<u>Reported Value</u>
First Lockhart National Bank	\$ 1,539
LOGIC	1,438,529
Cash Account Money Market - DWS	<u>1,356,815</u>
Total Investment	<u><u>\$ 2,796,883</u></u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2021

NOTE 2 – CASH AND CASH INVESTMENTS (CONT.)

D. INVESTMENTS (CONT.)

In addition, the Caldwell, Comal and Hays Counties have provided funding for additional equipment and facilities costs not funded through the basic program. Those funds were held in collateralized bank and investment accounts which generated \$1,511 of interest income and were also not included in this report. At August 31, 2021, the carrying amount of facilities deposits was \$178,304 and the bank balance was \$178,304. Facilities investments at August 31, 2021 totaled \$140,807 using Level 1 inputs. Facilities funding is not required to be reported on the Combined Statement of Financial Position or the financial reports submitted to TDCJ-CJAD.

NOTE 3 – ONE-TIME/SUPPLEMENTAL PAYMENTS

The CSCD did not receive any one-time grant awards or supplemental payments during the year ended August 31, 2021.

NOTE 4 – DEOBLIGATIONS

The CSCD did not have any deobligated funds during the year ended August 31, 2021.

NOTE 5 – INTERFUND TRANSFERS

Interfund transfers during the year ended August 31, 2021, were as follows:

Transferring Fund	Receiving Fund	Amount	Description/ Purpose
Basic Supervision	DP - Mentally Impaired Specialized Caseload	\$ 2,678	Salary and Merit Increase
Basic Supervision	DP - Mental Health Initiative - Special Needs	7,913	Salary and Merit Increase
Basic Supervision	DP - Substance Abuse and Aftercare Caseload	17,543	Salary and Merit Increase
Basic Supervision	DP - Pretrial Diversion	3,645	Salary and Merit Increase
		<u>\$ 31,779</u>	
Transferring Fund	Receiving Fund	Amount	Description/ Purpose
CCP - District Resource Center	DP - Outpatient Substance Abuse	\$ 11,500	Salary and Merit Increase
CCP - District Resource Center	DP - Counseling - Assessment, Evaluation, Cognitive	8,654	Salary and Merit Increase
CCP - District Resource Center	TAIP	11,490	Salary and Merit Increase
		<u>\$ 31,644</u>	

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2021

NOTE 6 – PRIOR PERIOD ADJUSTMENT

During the year ended August 31, 2021, there were no prior period adjustments.

NOTE 7 – REFUNDS

There were no refunds issued during the year ended August 31, 2021. However, at the end of the year, the CSCD owed end of biennium refunds to TDCJ-CJAD in the following programs:

<u>Program</u>	<u>Amount</u>
CCP - District Resource Center	\$ 13,693
DP - Mentally Impaired Specialized Caseload	4,012
DP - Mental Health Initiative - Special Needs	3,274
DP - Substance Abuse and Aftercare Caseload	16,153
DP - Outpatient Substance Abuse	10,314
DP - Contract Residential Services	8,534
DP - Pretrial Diversion	8,926
TAIP	5,083
	<u>\$ 69,989</u>

NOTE 8 – BUDGET VARIANCES

There were no expenditures in excess of budgeted appropriations in individual programs.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2021

NOTE 9 – FUNDS COLLECTED BY THE CSCD FROM SOURCES OTHER THAN TDCJ-CJAD WHICH ARE REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS

Funds collected by Caldwell County Community Supervision and Corrections Department from sources other than TDCJ-CJAD which are required by TDCJ-CJAD to be reported on the financial reports are as shown below:

Source	Amount Received	Restrictions for Use	Expended In Accordance With Restriction
Community Supervision Fees	\$ 2,595,409	Texas Code of Criminal Procedure Article 42A.652 (a); FMM for TDCJ-CJAD Funding restrictions.	Yes
Payments by Program Participants:			
Pretrial Intervention Program Fees	147,645	Texas Code of Criminal Procedure Chapter 102.012; FMM for TDCJ-CJAD Funding restrictions.	Yes
UA Fees	61,055	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Drug Education Fees	295	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
DWI Education Fees	0	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
DWI Intervention Fees	235	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Life Skill Education Fees	2,450	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
IOP Fees	21,565	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
MRT Fees	13,230	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Total Payments by Program Participants	246,475	Government Code, Section 76.015; Section 19, Article 42.12 Code of Criminal Procedures; Financial Management Manual for TDCJ-CJAD Funding restrictions.	Yes
Interest Income	13,998	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Other Revenue:			
HHS Restitution Fraud Collection Fees	2,972	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Auction Proceeds	3,361	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Total Other Revenue	\$ 6,333		

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2021

NOTE 10 – COMMITMENTS AND CONTINGENCIES

The management of the Caldwell County Community Supervision and Corrections Department is not aware of any pending or threatened litigation that would result in any significant financial impact nor is management aware of any other commitments or contingencies which might significantly affect these financial statements.

NOTE 11 – SUBSEQUENT EVENTS

No events occurred subsequent to year end and through the date of this report that would require disclosure in this financial report.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
BASIC SUPERVISION PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2021

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 1,399,638	\$ 1,399,638	\$ -
Total State Aid Not Including SAFPF	<u>1,399,638</u>	<u>1,399,638</u>	<u>-</u>
State Aid: SAFPF	9,636	9,636	-
Community Supervision Fees	2,595,409	2,595,409	-
Payments by Program Participants	208,700	208,700	-
Interest Income	13,998	13,998	-
Other Revenue	6,333	6,333	-
TOTAL REVENUE	<u>4,233,714</u>	<u>4,233,714</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	3,314,121	3,314,121	-
Travel & Furnished Transportation	15,273	15,273	-
Contract Services for Offenders	17,421	17,421	-
Professional Fees	153,281	153,281	-
Supplies & Operating Expenses	62,411	62,411	-
Utilities	26,941	26,941	-
Equipment	149,532	149,532	-
TOTAL EXPENDITURES	<u>3,738,980</u>	<u>3,738,980</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>494,734</u>	<u>494,734</u>	<u>-</u>
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer Out	<u>(31,779)</u>	<u>(31,779)</u>	<u>-</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>(31,779)</u>	<u>(31,779)</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	<u>2,430,994</u>	<u>2,430,994</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 2,893,949</u>	<u>\$ 2,893,949</u>	<u>\$ -</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
COMMUNITY CORRECTIONS PROGRAM
DISTRICT RESOURCE CENTER
FOR THE YEAR ENDED AUGUST 31, 2021

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 549,782	\$ 549,782	\$ -
Payments by Program Participants	37,775	37,775	-
TOTAL REVENUE	<u>587,557</u>	<u>587,557</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	513,217	513,217	-
Travel & Furnished Transportation	6,994	6,994	-
Contract Services for Offenders	4,795	4,795	-
Professional Fees	3,503	3,503	-
Supplies & Operating Expenses	34,510	34,510	-
TOTAL EXPENDITURES	<u>563,019</u>	<u>563,019</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	24,538	24,538	-
OTHER FINANCING SOURCES (USES)			
CC Interfund Transfer Out to DP and TAIP	(31,644)	(31,644)	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>(31,644)</u>	<u>(31,644)</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	20,799	20,799	-
Refund Due to TDCJ-CJAD	(13,693)	(13,693)	-
Adjusted Beginning Fund Balance	<u>7,106</u>	<u>7,106</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
MENTALLY IMPAIRED SPECIALIZED CASELOAD (NON-INITIATIVE)
FOR THE YEAR ENDED AUGUST 31, 2021

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 169,500	\$ 169,500	\$ -
TOTAL REVENUE	<u>169,500</u>	<u>169,500</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	163,268	163,268	-
Travel & Furnished Transportation	1,497	1,497	-
Contracted Services for Offenders	1,285	1,285	-
Professional Fees	175	175	-
Supplies & Operating Expenses	3,670	3,670	-
Equipment	1,449	1,449	-
TOTAL EXPENDITURES	<u>171,344</u>	<u>171,344</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(1,844)	(1,844)	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	2,678	2,678	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>2,678</u>	<u>2,678</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	3,178	3,178	-
Refund Due to TDCJ-CJAD	(4,012)	(4,012)	-
Adjusted Beginning Fund Balance	(834)	(834)	-
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
MENTAL HEALTH INITIATIVE - SPECIAL NEEDS PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2021

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 96,348	\$ 96,348	\$ -
TOTAL REVENUE	<u>96,348</u>	<u>96,348</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	85,062	85,062	-
Travel & Furnished Transportation	1,229	1,229	-
Contracted Services	3,371	3,371	-
Professional Fees	50	50	-
Supplies & Operating Expenses	<u>11,809</u>	<u>11,809</u>	
TOTAL EXPENDITURES	<u>101,521</u>	<u>101,521</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(5,173)	(5,173)	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	<u>7,913</u>	<u>7,913</u>	<u>-</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>7,913</u>	<u>7,913</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	<u>534</u>	<u>534</u>	<u>-</u>
Refund Due to TDCJ-CJAD	<u>(3,274)</u>	<u>(3,274)</u>	<u>-</u>
Adjusted Beginning Fund Balance	<u>(2,740)</u>	<u>(2,740)</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
SUBSTANCE ABUSE TREATMENT AND AFTERCARE CASELOAD
FOR THE YEAR ENDED AUGUST 31, 2021

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 238,334	\$ 238,334	\$ -
TOTAL REVENUE	<u>238,334</u>	<u>238,334</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	228,976	228,976	-
Travel & Furnished Transportation	47	47	-
Supplies & Operating Expenses	6,718	6,718	-
Equipment	<u>5,797</u>	<u>5,797</u>	<u>-</u>
TOTAL EXPENDITURES	<u>241,538</u>	<u>241,538</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(3,204)	(3,204)	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	<u>17,543</u>	<u>17,543</u>	<u>-</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>17,543</u>	<u>17,543</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	<u>1,814</u>	<u>1,814</u>	<u>-</u>
Refund Due to TDCJ-CJAD	<u>(16,153)</u>	<u>(16,153)</u>	<u>-</u>
Adjusted Beginning Fund Balance	<u>(14,339)</u>	<u>(14,339)</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
OUTPATIENT SUBSTANCE ABUSE PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2021

	Audit	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 241,358	\$ 241,358	\$ -
TOTAL REVENUE	<u>241,358</u>	<u>241,358</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	204,728	204,728	-
Travel/Furnished Transportation	1,230	1,230	-
Professional Fees	128	128	-
Supplies & Operating Expenses	29,135	29,135	-
Equipment	7,323	7,323	-
TOTAL EXPENDITURES	<u>242,544</u>	<u>242,544</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(1,186)	(1,186)	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	-	-	-
Basic Supervision Interfund Transfer Out	-	-	-
CCP Interfund Transfer In to DP	11,500	11,500	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>11,500</u>	<u>11,500</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	-	-	-
Refund Due to TDCJ-CJAD	(10,314)	(10,314)	-
Adjusted Beginning Fund Balance	(10,314)	(10,314)	-
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
COUNSELING – ASSESSMENT, EVALUATION, COGNITIVE
FOR THE YEAR ENDED AUGUST 31, 2021

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 84,639	\$ 84,639	\$ -
TOTAL REVENUE	<u>84,639</u>	<u>84,639</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	85,210	85,210	-
Supplies & Operating Expenses	<u>1,250</u>	<u>1,250</u>	<u>-</u>
TOTAL EXPENDITURES	<u>86,460</u>	<u>86,460</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(1,821)	(1,821)	-
OTHER FINANCING SOURCES (USES)			
CCP Interfund Transfer In to DP	<u>8,654</u>	<u>8,654</u>	<u>-</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>8,654</u>	<u>8,654</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	<u>1,701</u>	<u>1,701</u>	<u>-</u>
Refund Due to TDCJ-CJAD	<u>(8,534)</u>	<u>(8,534)</u>	<u>-</u>
Adjusted Beginning Fund Balance	<u>(6,833)</u>	<u>(6,833)</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
PRETRIAL DIVERSION
FOR THE YEAR ENDED AUGUST 31, 2021

	Actual	Per CSCD Quarterly Report	Differences*
REVENUE			
State Aid	\$ 129,573	\$ 129,573	\$ -
Total State Aid	129,573	129,573	-
TOTAL REVENUE	129,573	129,573	-
EXPENDITURES			
Salaries & Fringe Benefits	117,358	117,358	-
Travel & Furnished Transportation	125	125	
Supplies & Operating Expenses	4,960	4,960	
Equipment	2,898	2,898	
TOTAL EXPENDITURES	125,341	125,341	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	4,232	4,232	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer	3,645	3,645	-
TOTAL OTHER FINANCING SOURCES (USES)	3,645	3,645	-
PRIOR YEAR ENDING FUND BALANCE	1,049	1,049	-
Refund Due to TDCJ-CJAD	(8,926)	(8,926)	-
Adjusted Beginning Fund Balance	(7,877)	(7,877)	-
AUDITED YEAR ENDING FUND BALANCE	\$ -	\$ -	\$ -

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
TREATMENT ALTERNATIVES TO INCARCERATION PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2021

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 166,000	\$ 166,000	\$ -
TOTAL REVENUE	<u>166,000</u>	<u>166,000</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	150,796	150,796	-
Travel & Furnished Transportation	-	-	-
Professional Fees	281	281	-
Supplies & Operating Expenses	19,750	19,750	-
Equipment	15,007	15,007	-
TOTAL EXPENDITURES	<u>185,834</u>	<u>185,834</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(19,834)	(19,834)	-
OTHER FINANCING SOURCES (USES)			
CCP Interfund Transfer In to TAIP	<u>11,490</u>	<u>11,490</u>	
TOTAL OTHER FINANCING SOURCES (USES)	<u>11,490</u>	<u>11,490</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	<u>13,427</u>	<u>13,427</u>	<u>-</u>
Refund Due to TDCJ-CJAD	<u>(5,083)</u>	<u>(5,083)</u>	<u>-</u>
Adjusted Beginning Fund Balance	<u>8,344</u>	<u>8,344</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>





Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

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

Caldwell County Community
Supervision and Corrections Department
Lockhart, Texas

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Caldwell County Community Supervision and Corrections Department as of and for the year ended August 31, 2021, and the related notes to the financial statements, which collectively comprise Caldwell County Community Supervision and Corrections Department's basic financial statements, and have issued our report thereon dated February 18, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Caldwell County Community Supervision and Corrections Department's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Caldwell County Community Supervision and Corrections Department's internal control. Accordingly, we do not express an opinion on the effectiveness of the Caldwell County Community Supervision and Corrections Department's internal control.

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

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

Compliance and Other Matters

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

Purpose of This Report

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

This report is intended solely for the information and use of the Caldwell County Community Supervision and Corrections Department, others within the organization, and the Texas Department of Criminal Justice-Community Justice Assistance Division and is not intended to be and should not be used by anyone other than those specified parties.

Respectfully submitted,

A handwritten signature in cursive script that reads "Armstrong, Vaughan & Associates, P.C.".

Armstrong, Vaughan & Associates, P.C.

February 18, 2022

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED AUGUST 31, 2021

REPORTABLE CONDITIONS: None.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE PRIOR YEAR ENDED AUGUST 31, 2021

REPORTABLE CONDITIONS: None.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED AUGUST 31, 2021

YES NO N/A

FINANCIAL POLICIES AND PROCEDURES (Questions 1-2)

An explanation is required to be reported in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs if questions 1 and 2 are answered NO.

Duties of the Fiscal Officer, FMM Fiscal Officer, Texas Government Code, Section 76.004 (Question 1)

Texas Government Code, Section 76.004, effective September 1, 2001 allows the judge(s) as described by Government Code section 76.002 the option to appoint a fiscal officer, other than the county auditor, to be responsible for the following: Managing and protecting funds, fees, state aid, and receipts to the same extent that a county auditor manages county funds and funds of other local entities; Ensuring that financial transactions of the department are lawful and allowable; and Prescribing accounting procedures for the department.

1. X

Did the fiscal officer follow the applicable laws, guidelines, and duties as specified on Fiscal Officer section of the Financial Management Manual for TDCJ-CJAD Funding?

Cash Matching for Grants; FMM Grants, Donations, Fees (Question 2)

With prior TDCJ-CJAD approval, CSCDs may use Basic Supervision, CC, DP, or TAIP funds as required cash matching for grants from other governmental agencies, non-profit organizations, or private foundations, etc., for the purpose of expanding an existing program (CC, DP, or TAIP cash matching) or for funding an accepted Strategic Plan program (Basic Supervision or CC cash matching). All expenditures from the CSCD's matching funds shall be in accordance with the Financial Management Manual for TDCJ-CJAD Funding (see the Allowable and Unallowable Expenditures section of this manual).

2. X Was cash matching properly: authorized, budgeted, and expended?

FINANCIAL STATEMENTS (Questions 3-9)

An explanation is required in the corresponding note of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 3, 5, 7, and 9 are answered NO. All sources identified in questions 4, 6, & 8-9 are required to be reported on their designated line item of the audited financial statements and in their corresponding note. See note for further instructions.

3. X

Were expenditures and revenues supported by adequate documentation?

Interfund Transfers; FMM Financial Reports, Additional Reporting Requirements (Questions 4-5)

CSCDs cannot end a fiscal year with a negative fund balance in any program. Any negative fund balances in CC, DP, or TAIP must be covered by an interfund transfer from Basic Supervision.

Basic Supervision can transfer funds to CC, DP, and TAIP. CC can transfer funds to DP and TAIP. Basic Supervision cannot receive funds from any programs unless those programs are returning funds they received from Basic earlier in the fiscal year. Transfers from DP and TAIP can only go to CC if returning funds received from CC earlier in the fiscal year. Transfers between CCs are not allowed; they should be done by increasing/decreasing state aid. Apart from returning unused funds, transfers cannot come from DP (even to/from another DP program) unless approved by the TDCJ-CJAD Division Director.

4. X Did the CSCD have any interfund transfers and/or DP fund transfers in the fiscal year audited?

5. X If any, were all interfund transfers and/or DP fund transfers noted during the audit allowable?

Deobligation, Government Code, Chapter 509, Section 509.011 (h), FMM Deobligations (Questions 6-7)

Government Code, Chapter 509, Section 509.011 (h), allows CSCDs to deobligate any unencumbered state funds held by the department during a fiscal year (Basic Supervision, CC, DP, and TAIP). Deobligations are a reduction to state aid for funds that are in excess of the amount needed to operate the programs for the remainder of the year and are not to be reported as a refund.

6. X In the fiscal year audited, did any deobligation of funds occur because of an excess of funds allocated to programs?

7. X Were the appropriate budget adjustments made for any reallocated funds?

Budget Variances, FMM Budgets (Question 8)

*All budget variances identified in the budget variance statements are to be reported in the Budget Variances note of the notes to the financial statements, see note for further instructions. **If any budget variances in excess of the 15% rule, they are required to be reported in the Schedule of Findings and Questioned Costs.***

Expenditure line-item differences over 15% of the last TDCJ-CJAD approved budget within each individual program for the fiscal year audited.

8. X Were any unfavorable budget variances in excess of the 15% rule identified in the Individual Statement of Revenues, Budget, Actual, and Variance for the fiscal year audited?

Prior Period Adjustments, FMM Financial Reports, Additional Reporting Requirements (Question 9)

Adjustment to beginning fund balance because of corrections and/or reporting adjustments to the general ledger of prior fiscal years, **not prior quarters of the current fiscal year**. This amount does not include prior-year refunds.

9. X If the CSCD had any **prior period adjustments** resulting from accounting corrections or reporting adjustments to the general ledger for the prior fiscal year(s), were they properly reported as prior period adjustments on the quarterly financial report in the corresponding quarter during which they were identified?

BASIS OF ACCOUNTING (Questions 10-12)

*An explanation is required in the Basis of Accounting portion of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 10-12 are answered **NO**.*

Basis of Accounting Requirements, FMM Fiscal Officer, Duties of the Fiscal Officer and Financial Reports

(Questions 10-12)

FMM, Fiscal Officer, Duties of the Fiscal Officers: Managing and protecting funds, fees, state aid, and other receipts of money. Each program is to be maintained utilizing a separate self-balancing set of financial books and accounting records in accordance with proper fund accounting.

FMM Financial Reports, Basis of Accounting: Although funding recipients are encouraged to use the modified accrual basis of accounting for each quarter, the first, second, and third quarter reports may be prepared on the cash basis method of accounting. The fourth quarter report, which closes out the fiscal year, must be prepared on the modified accrual basis of accounting.

For the funding recipient to report an accrual, as of August 31 on the fourth quarter report, TDCJ-CJAD requires that the expenditures be paid, and the item received by October 31.

- | | | |
|-----|--------------|---|
| 10. | <u>X</u> ___ | Was separate accountability maintained for TDCJ-CJAD funds, i.e., fund accounting of self-balancing funds? |
| 11. | <u>X</u> ___ | Was the modified accrual basis of accounting used in preparing the fourth quarter reports for submission to TDCJ-CJAD? |
| 12. | <u>X</u> ___ | Were proper cutoff procedures observed at the end of each fiscal period? <i>The cutoff date for revenues recognition and expenditures payments of the fiscal year audited is October 31, of the fiscal year audited.</i> |

FUNDS COLLECTED FROM SOURCES OTHER THAN TDCJ-CJAD REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS (Questions 13-22)

*An explanation is required in the Funds Collected from Sources Other Than TDCJ-CJAD Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements and in the Schedule of Findings and Questioned Costs, if questions 13-14, or 22, are answered **NO** or 16-17, or 20-21 answered **YES**.*

*If any of the fees identified in questions 15, 18, and 19 were collected, they **are required** to be reported in the Funds Collected from Sources Other Than TDCJ-CJAD Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements.*

- | | | |
|-----|--------------|---|
| 13. | <u>X</u> ___ | Were TDCJ-CJAD funds and locally generated revenues expended in accordance with the Financial Management Manual for TDCJ-CJAD funding (FMM), TDCJ-CJAD Standards, TDCJ-CJAD field correspondence, TDCJ-CJAD Policy Statements, Special Grant Conditions, and applicable laws? |
| 14. | <u>X</u> ___ | Were locally generated funds, and other collections, documented with a proper receipt system, and can they be traced to probationers' accounts, bank deposits, and statements? |

Administrative Fees, Texas Government Code Section 76.015c, FMM Statutory Requirements (Questions 15-17)

Government Code Chapter 76 Community Supervision and Corrections Departments Section 76.015c states: A department may assess a reasonable administrative fee of not less than \$25 and not more than \$60 per month on an individual who participates in a program operated by the department or receives services from the department and who is not paying a monthly fee under Article 42A.652, Code of Criminal Procedure (i.e. Community Supervision Fees).

- | | | |
|-----|--------------|---|
| 15. | ___ <u>X</u> | Did the CSCD collect any administrative fees of \$25-\$60 from offender and/or non-offender individuals who either participate in a TDCJ-CJAD funded program or receive services from the department and who are not paying a monthly fee under Articles 42A Code of Criminal Procedure (i.e. Community Supervision Fees)? |
|-----|--------------|---|

16. ___ ___ X If collected, when the CSCD assessed the administrative fee, did the CSCD assess less than \$25 or more than \$60 for the fee?

17. ___ ___ X If collected, did the CSCD assess administrative fees of \$25-\$60 for those individuals who also pay a monthly supervision fee under Articles 42A.652 Code of Criminal Procedure?

Fees for Pretrial Intervention Programs; Texas Code of Criminal Procedure Chapter 102.012, FMM Statutory Requirements (*Question 18*)

Code of Criminal Procedure Chapter 102 Subchapter A General Costs Article 102.012, Fees for Pretrial Intervention Program states: (a) A court that authorizes a defendant to participate in a pretrial intervention program established under Section [76.011](#), Government Code, may order the defendant to pay to the court a supervision fee in an amount not more than \$60 per month as a condition of participating in the program. (b) In addition to or in lieu of the supervision fee authorized by Subsection (a), the court may order the defendant to pay or reimburse a community supervision and corrections department for any other expense that is: (1) incurred as a result of the defendant's participation in the pretrial intervention program, other than an expense described by Article [102.0121](#); or (2) necessary to the defendant's successful completion of the program.

18. X ___ Did the CSCD collect fees for **pretrial intervention programs** in the fiscal year audited?

Administrative Fee (i.e., Transaction Administrative Fee); Texas Code of Criminal Procedure, Article 102.072, FMM Statutory Requirements (*Questions 19-22*)

Texas Code of Criminal Procedure, Article 102.072; Administrative Fee states: An officer listed in Article [103.003](#) or a community supervision and corrections department may assess an administrative fee for each transaction made by the officer or department relating to the collection of fines, fees, restitution, or other costs imposed by a court. The fee may not exceed \$2 for each transaction. This article does not apply to a transaction relating to the collection of child support. A "transaction" is defined as an event that involves the collection of money for one or more purposes that results in a preparation of a single receipt. CSCDs shall not prepare separate receipts for money received during a single event for multiple purposes (i.e. to collect multiple \$2 administrative fees).

The "transaction" administrative \$2 fee is required to be budgeted and reported as Other Revenue in Basic Supervision.

19. ___ X Did the CSCD collect **administrative fees** (i.e. **transaction administrative fees**) for each transaction made by the department relating to the collection of fines, fees, restitutions, or other costs imposed by a court during the fiscal year audited?

20. ___ ___ X If collected, did any single **transaction administrative** fee exceed the allowable \$2?

21. ___ ___ X If collected, during each transaction, does the CSCD issue separate receipts for each fine, fee, restitution, or other cost paid while charging the \$2 **transaction administrative fee** for each receipt?

22. ___ ___ X If collected, was the **transaction administrative fee** budgeted and recorded as Other Revenue in Basic Supervision and accounted for on a consistent basis (FMM Statutory Requirements)?

CASH, COLLECTIONS, CHANGE FUND, PETTY CASH (*Questions 23-26*)

An explanation is required to be reported in the Cash, Collections, Change Fund, Petty Cash & Investments note of the

Notes to the Financial Statements and included in the Schedule of Findings and Questioned Costs if questions 23-26, 28, 32-33, and 34 are answered **NO**. All change fund and petty cash funds are required to be reported in the Cash, Collections, Change Fund, and Petty Cash & Investments note of the Notes to the Financial Statements.

Deposits and Disbursement Requirements, (Questions 23-26)

Government Code, Section 509.011 (c) Each department, county, or municipality shall deposit all state aid received from the division in a special fund of the county treasury or municipal treasury, as appropriate, to be used solely for the provision of services, programs, and facilities under this chapter or Subchapter H, Chapter [351](#), Local Government Code.

Local Government Code, Section 140.003 (f) Each specialized local entity (CSCD) shall deposit in the county treasury of the county in which the entity has jurisdiction the funds the entity receives. The county shall hold, deposit, disburse, invest, and otherwise care for the funds on behalf of the specialized local entity (CSCD) as the entity (CSCD) directs. If a specialized local entity has jurisdiction in more than one county, the district judges having jurisdiction in those counties, by a majority vote, shall designate from among those counties the county responsible for managing the entity's funds.

Local Government Code, Section 113.022 (a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. However, in a county with fewer than 50,000 inhabitants, the commissioner's court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 15 days after the date the funds are received. (b) A county treasurer shall deposit the money received under Subsection (a) in the county depository in accordance with Section [116.113](#)(a). In all cases, the treasurer shall deposit the money on or before the seventh business day after the date the treasurer receives the money.

Local Government Code, Section 113.001. COUNTY TREASURER AS CHIEF CUSTODIAN OF MONEY. The county treasurer, as chief custodian of county funds, shall keep in a designated depository and shall account for all money belonging to the county.

Local Government Code, Section 116.113. DEPOSIT OF FUNDS. (a) Immediately after the commissioner's court designates a county depository, the county treasurer shall transfer to the depository all of the county's funds and the funds of any district or municipal subdivision of the county that does not select its own depository. The treasurer shall also immediately deposit with the depository to the credit of the county, district, or municipality any money received after the depository is designated.

Local Government Code Section 116.115. CLEARINGHOUSE FOR MULTIPLE DEPOSITORIES. If the funds of a county are deposited with more than one depository, the commissioner's court shall by order name one of the depositories to act as a clearinghouse for the others. All county orders for payment are finally payable at the depository named as the clearinghouse.

- | | | |
|-----|--------------|---|
| 23. | <u>X</u> ___ | Were all the CSCD's state aid and net funds (revenues) received, deposited, and held in a special fund of the county treasury (county's bank account) during the fiscal year audited? |
| 24. | <u>X</u> ___ | Were all the CSCD's state aid and net funds (revenues) received: held, deposited, disbursed, invested, and otherwise cared for by the county on behalf of the CSCD, as the CSCD directed during the fiscal year audited? |
| 25. | <u>X</u> ___ | Were all the CSCD's state aid and net funds' (revenues) received deposited in the county treasury (county's bank account) within the time period required by Local Government Code 113.022 during the fiscal year audited? |
| 26. | <u>X</u> ___ | Were all the CSCD's collection accounts' remaining net funds (revenues) transferred to the county treasury (county's bank account) within the time period required by Local Government Code 113.022 during the fiscal year audited? |

Change Fund, Local Government Code, Chapter 130, Section 130.902 (a), FMM Fiscal Change Fund (*Questions 27-28*)

Local Government Code, Chapter 130, Section 130.902 (a) The commissioner's court of a county may set aside from the general fund of the county an amount approved by the county auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are often made by the official. (b) The bond of that official who receives such a change fund must cover the official's responsibility for the correct accounting and disposition of the change fund.

27. ☐ ☒ Did the CSCD maintain a **change fund** authorized by the fiscal officer in the fiscal year audited? Change Funds are not to be confused with petty cash funds (*FMM Fiscal Officer*).
28. ☐ ☐ ☒ Was the **change fund** only used to make change in connection with collections that are due and payable to the CSCD?

Petty Cash Utilizing CSCD Funds, Local Government Code, Section 130.909, FMM Petty Cash (*Questions 29-33*)

Local Government Code, Section 130.909. (a) The commissioner's court of a county may set aside from the general fund of the county, for the establishment of a petty cash fund for any county or district official or department head approved by the commissioner's court, an amount approved by: (1) the county auditor, for a county with a population of 3.3 million or more; or (2) the commissioner's court, for a county with a population of less than 3.3 million. (FMM, State Payments, Financial Reports, Community Corrections Facility and Fiscal Officer)

29. ☐ ☒ Did the CSCD maintain **petty cash** in the fiscal year audited?
30. ☐ ☐ ☒ Was the petty cash fund maintained by **utilizing the CSCD's funds** authorized by the county auditor?
31. ☐ ☐ ☒ Was the petty cash fund maintained by **utilizing NON-CSCD revenues** (i.e. vending machine revenues)?
32. ☐ ☐ ☒ Were **petty cash funds utilizing CSCD's funds** used only for specific purposes for allowable items as listed in the Financial Management Manual for TDCJ-CJAD Funding?
33. ☐ ☐ ☒ Were **petty cash funds utilizing CSCD's funds** expended only for emergency situations authorized by a written policy and approved by the CSCD director?

Employee Surety Bond Coverage, FMM Employee Surety Bond Coverage (*Question 34*)

CSCD directors shall ensure that all public funds are protected by requiring that all employees with access to funds are covered by Employee Surety Bond coverage and that all funds maintained on CSCD premises are protected by appropriate insurance or bonding. Funds on CSCD premises shall not exceed insurance/bond limits of coverage. CSCDs that have been authorized to have a change fund shall have Employee Surety Bond coverage on the employee who maintains and administers the change fund or petty cash fund, and the coverage shall include the employee's responsibility for the correct

accounting and disposition of the change fund or petty cash fund.

34. X ☐ Were all employees who had access to public funds and/or maintained and administered public funds, change funds and petty cash, which cover the employees' responsibility for the correct accounting and disposition of the change fund and petty cash, covered by an employee surety bond?

SCHEDULE OF DIFFERENCES (Question 35)

An explanation is required to be reported in the Schedule of Differences, Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 35 is answered NO.

35. X ☐ Were revenues and expenditures as reported to TDCJ-CJAD on the quarterly financial reports in agreement with the funding recipient's accounting records (CSCD's actuals), the last approved budget, and with audited financial statements?

COMPLIANCE AND OTHER MATTERS; Standards for Financial Audits; Chapter 4, Item 4.25 Government Auditing Standards (Questions 36-40)

An explanation is required to be reported in the Report on Compliance and Internal Control and in the Schedule of Findings and Questioned Costs If questions 36-40 are answered YES.

36. ☐ X Were there any instances of deficiencies in internal control noted by the auditor?
37. ☐ X Were there any instances of non-compliance noted by the auditor?
38. ☐ X Were there any instances of fraud noted by the auditor?
39. ☐ X Were there any instances of waste noted by the auditor?
40. ☐ X Were there any instances of abuse noted by the auditor?

SCHEDULE OF FINDINGS AND QUESTIONED COSTS Standards for Financial Audits; Chapter 4, Item 4.05, Government Auditing Standards (Questions 41-42)

An explanation is required to be reported in Schedule of Findings and Questioned Costs for Prior Year if questions 41-42 are answered NO.

41. ☐ ☐ X Do any action plans exist for significant findings from prior year audits?
42. ☐ ☐ X If action plans exist from prior year audit findings, are they current?



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

April 12, 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-2021-5311-UTL

Road Name:
Hillside Terrace (Road Cut)

Utility Company:
Goforth 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 1/5/2022 .

Utility Company Information:

Name: Goforth Special Utility District
Address: 8900 Niederwald Strasse Kyle TX
Phone: 5127872742
Contact Name: Billy Hajovsky

Engineer / Contractor Information:

Name: DNT Construction
Address: 2300 Picadilly Dr Round Rock 78664
Phone: 5125526605
Contact Name: Cliff Alexander

Hays County Information:

Utility Permit Number: TRN-2021-5311-UTL
Type of Utility Service: water
Project Description:
Road Name(s): County Rd 133, Green Meadows Ln, , , , ,
Subdivision:
Commissioner Precinct:

What type of cut(s) will you be using ? ☐ Boring ☒ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department

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

A black and white photograph of a handwritten signature in ink on a dark background.

Engineering Technician

12/29/2021

Signature

Title

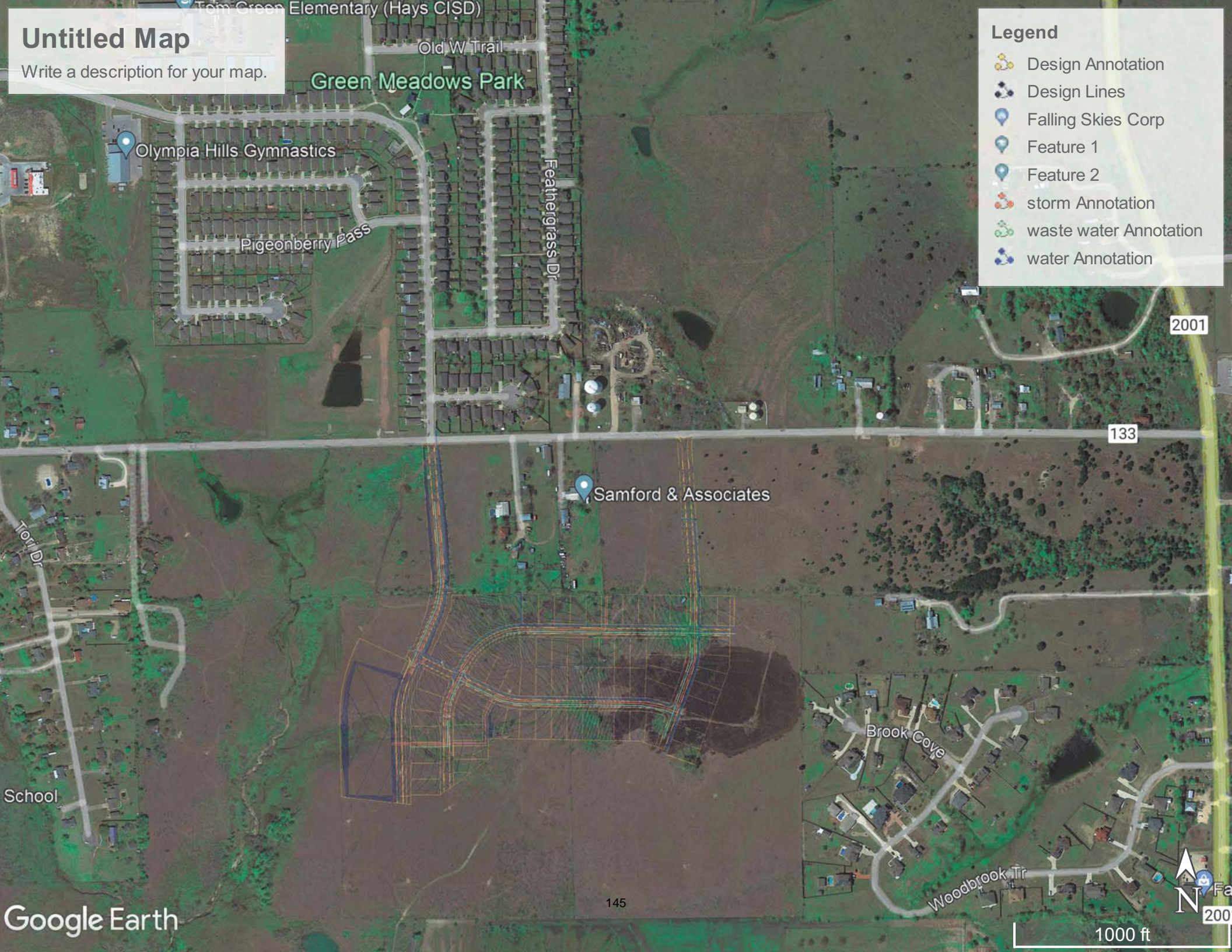
Date

Untitled Map

Write a description for your map.

Legend

- Design Annotation
- Design Lines
- Falling Skies Corp
- Feature 1
- Feature 2
- storm Annotation
- waste water Annotation
- water Annotation



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

Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2022 quarterly financial reporting.

ITEM TYPE

CONSENT

MEETING DATE

April 12, 2022

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

Various

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute an Enrollment Agreement with the Professional Development Academy for the Hays County Clerk's Office related to the NACo High Performance on-line training.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 12, 2022	\$2,990

LINE ITEM NUMBER

001-617-00.5551

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

The Hays County Clerk would like to enroll their two Chief Deputy Clerk's in an on-line training academy for leadership training which requires the attached terms and conditions to be approved. Funds are available within their general fund operating budget.

Attachment: Professional Development Academy Enrollment Agreement



Enrollment Agreement

Program Name/Services	Program Start	Program End	# of Users*	Enrollment Costs Summary		
NACo High Performance	Apr 25 2022	Jul 29 2022	2	Retail Price/User	Discounts**/user	Cost per User [†]
				\$2,495.00	(\$1,000.00)	\$1,495.00
				Total Retail Price	Total Discounts	Total Invoice Price:
				\$4,990	\$2,000	\$2,990

* # of Users: If the number of users is specified, access and the license below are limited to that number of users.

**Notes for discounts: 2021 discount for states at the MSA 500 level.

[†]This is the fee for enrollment plus applicable sales tax per user after discounts.

AGREEMENT NOTES

COMPANY IS: Hays County TX

Enrollment contact

Luke Afeman

PAYMENT TERMS: Cost of enrollment will be invoiced within 5 days of signing this Agreement. Payment is due within thirty (30) days upon receipt of invoice or prior to the start of the program, whichever is earlier. Payment via credit card will be assessed an additional 3.5% processing fee.

ACCOUNTING CONTACT INFORMATION

Name: Cynthia Millonzi

Title: Chief of Staff

Phone: 512-393-2809

Mailing Address: 712 S Stagecoach Trail, Suite 2008, San Marcos, TX 78666

Email Address: cynthiamillonzi@co.hays.tx.us

TERMS & CONDITIONS: This Letter of Agreement and associated Fees are non-cancelable and non-refundable. We reserve the right to postpone sessions if there is any risk to the quality of the Participant experience. In the case of postponement, Participants will be accommodated at later Program Start dates.

The abovementioned number of users ("Participants") at COMPANY will be enrolled in the selected Program. Participants are expected to begin the Academy at the Program Start date. After enrollment, participants may not reschedule. Substitute participants are permissible before the start of Week 1 of the Program. We ask that the Primary Contact / Signatory below select the substitute participant.

During the term of the Agreement, the Professional Development Academy grants individual Participants a personal, non-exclusive, royalty-free, revocable, non-transferable and non-assignable license to use the Materials. To be sure, Materials means Program-specific materials and resources including publications, websites, webinars, tools and services prepared by the Professional Development Academy, including all portions, subsets and derivatives thereof and additionally: access to program participant learning management system/web portal; live event webinars; ongoing learning activities pre- and post-learning sessions; and graduation packets.

Individual program participants may continue to use Materials following the Program End date, but access to any online tools may be terminated at the Program End date. COMPANY understands and agrees that the license to the Materials is on a per user basis and such Materials may not be shared, copied or otherwise distributed within the COMPANY. COMPANY further agrees to not sublicense, sell, transfer, assign, or display the Materials for any third party. Except for the license granted herein, the Professional Development Academy shall retain all ownership, title and interest in any and all intellectual property relating to the Materials and Services. Access for additional participants can be purchased by contacting your enrollment director. [In recognition of the preferred pricing reflected in this Agreement, COMPANY agrees to provide the Professional Development Academy with a reasonable opportunity to capture and document the value created by the Professional Development Academy at COMPANY for potential use in marketing communications or as a general endorsement of the value of the Professional Development Academy to potential customers. All documentation and value capture from COMPANY will be conducted in compliance with COMPANY's policy regarding endorsements and shall be done utilizing mutually agreeable and convenient methods. Any Professional Development Academy marketing communications or general endorsements comprised of COMPANY information will only be made with COMPANY's prior written consent.]

Judge, Ruben Becerra

April 12, 2022

Signature

Print Name

Date



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of Amendment No. 2 to the Department of State Health Services (DSHS) IDCU/COVID-19 Grant Program - HHS000812700024.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 12, 2022	N/A

LINE ITEM NUMBER

120-675-99-139]

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

On July 28, 2020 the Commissioners Court authorized the contract and a budget amendment was approved in court on August 10, 2021 to include the Expansion Funding in the amount of \$129,721.00. Amendment No. 2 includes an undated Scope of Work and a new Grant Award End Date.

This funding is used to provide support toward salary, fringe benefits and operational costs of one epidemiologist.

Contract No.: HHS000812700024

Contract End Date: 7/31/2024

Attachment:

HHS000812700024_Hays_County_Amendment 2

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000812700024
AMENDMENT NO. 2**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**” or “**DSHS**”) and **HAYS COUNTY HEALTH DEPARTMENT** (“**Grantee**”), who are collectively referred to herein as the “Parties,” to that certain grant contract for COVID-19 activities effective August 3, 2020, and denominated DSHS Contract No. HHS000812700024 (“**Contract**”), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to extend the term of the Contract;

WHEREAS, the Parties desire to revise the Statement of Work;

WHEREAS, the Parties desire to revise the Budget.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION III** of the Contract, **DURATION**, is hereby amended to reflect a revised termination date of July 31, 2024.
2. **SECTION IV** of the Contract, **BUDGET**, is hereby deleted in its entirety and replaced with the following language:

The total amount of this Contract will not exceed **\$233,498.00** for COVID-19 response activities through July 31, 2024. Grantee is not required to provide matching funds.

All expenditures under the Contract will be in accordance with **ATTACHMENT B-2, REVISED BUDGET**.

3. **ATTACHMENT A-2** of the Contract, **SUPPLEMENTAL STATEMENT OF WORK**, is hereby deleted in its entirety and replaced with **ATTACHMENT A-3, REVISED SUPPLEMENTAL STATEMENT OF WORK**.
4. **ATTACHMENT B-1** of the Contract, **REVISED BUDGET**, is hereby deleted in its entirety and replaced with **ATTACHMENT B-2, REVISED BUDGET**.
5. This Amendment No. 2 shall be effective as of the date last signed below.
6. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
7. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 2
DSHS CONTRACT NO. HHS000812700024

SYSTEM AGENCY

GRANTEE

By: _____

By: _____

Name: _____

Name: Ruben Becerra

Title: _____

Title: Hays County Judge

Date of Execution: _____

Date of Execution: _____

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

ATTACHMENT A-3 - REVISED SUPPLEMENTAL STATEMENT OF WORK

ATTACHMENT B-2 - REVISED BUDGET

ATTACHMENT A-3 REVISED SUPPLEMENTAL STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will perform activities as submitted in their DSHS approved budgets for this specific funding Contract period. All activities must be listed below to be approved for this funding and any additional activities not listed in the approved budget must be submitted for DSHS consideration and approval. The activities for this Contract funding period are as follows:

A. Enhance Laboratory, Surveillance, Informatics and other Workforce Capacity, including:

1. Train and hire staff to improve laboratory workforce ability to address issues around laboratory safety, quality management, inventory management, specimen management, diagnostic and surveillance testing and reporting results.
2. Build expertise for healthcare and community outbreak response and infection prevention and control (IPC) among local health departments.
3. Train and hire staff to improve the capacities of the epidemiology and informatics workforce to effectively conduct surveillance and response of COVID-19 (including case investigation and public health follow-up activities) and other emerging infections and conditions of public health significance. This should include staff who can address unique cultural needs of those at higher risk for COVID-19. Grantee may not incur COVID-19 contact tracing or contact tracing call center expenditures after 08/31/2021.
4. Build expertise to support management of the COVID-19-related activities within the jurisdiction and integrate into the broader Epidemiology and Laboratory Capacity (ELC) portfolio of activities (e.g., additional leadership, program and project managers, budget staff, etc.).
5. Increase capacity for timely data management, analysis, and reporting for COVID-19 and other emerging coronavirus and other infections and conditions of public health significance.

B. Strengthen Laboratory Testing

1. Establish or expand capacity to quickly, accurately and safely test for SARS-CoV-2/COVID-19 and build infectious disease preparedness for future coronavirus and other events involving other pathogens with potential for broad community spread.
 - a. Develop systems to improve speed and efficiency of specimen submission to clinical and reference laboratories.
 - b. Strengthen ability to rapidly respond to testing (e.g., nucleic acid amplification test [NAAT], antigen, etc.) as necessary to ensure that optimal utilization of existing and new testing platforms can be supported to help meet increases in

testing demand in a timely manner. Laboratory Response Networks (LRNs) and Local Health Departments (LHDs) with laboratories are strongly encouraged to diversify their testing platforms to enable them to pivot depending on reagent and supply availabilities.

- c. Perform serology testing with an FDA Emergency Use Authorization (EUA) authorized serological assay as appropriate to respond to emerging pandemics in order to conduct surveillance for past infection and monitor community exposure.
 - d. Build local capacity for testing of COVID-19/SARS-CoV-2 including within high-risk settings or in vulnerable populations that reside in their communities.
 - e. Apply laboratory safety methods to ensure worker safety when managing and testing samples that may contain SARS-CoV-2/COVID-19.
 - f. Laboratories and LRNs are encouraged to implement new technologies to meet local needs.
 - g. Augment or add specificity to existing laboratory response plans for future coronavirus and other outbreak responses caused by an infectious disease. Provider must be able to establish a plan to maintain the activity when the funds are no longer available. This is an optional activity.
2. Enhance laboratory testing capacity for SARS-CoV-2/COVID-19 by ensuring public/private laboratory testing providers have access to biosafety resources for SARS-CoV-2 specimen collection and/or testing.

C. Advance Electronic Data Exchange at Public Health Labs

1. Enhance and expand laboratory information infrastructure, to improve jurisdictional visibility on laboratory data (tests performed) from all testing sites and enable faster and more complete data exchange and reporting with DSHS.
 - a. Employ a well-functioning Laboratory Information Management System (LIMS) to support efficient data flows within the PHL and its partners. This includes expanding existing capacity of the current LIMS to improve data exchange and increase data flows through LIMS maintenance, new configurations/modules, and enhancements. Implement new/replacement LIMS where needed.

Note: If implementing new or replacement systems, develop an implementation plan, including appropriate milestones and timeline to completion. Implementation plans will be reviewed and approved for consistency with the activities set forth by DSHS prior to start of implementation. Completion of the implementation plan is DSHS verifying that the submitted electronic laboratory reporting (ELR) feeds have been successfully processed in National Electronic Disease Surveillance System (NEDSS).

- b. Ensure ability to administer LIMS. Ensure the ability to configure all tests that are in LIMS, including new tests, EUAs, etc., in a timely manner. Ensure expanding needs for administration and management of LIMS are covered through dedicated staff.
- c. Interface diagnostic equipment to directly report laboratory results into LIMS.

D. Improve Surveillance and Reporting of Electronic Health Data

1. Establish complete, up-to-date, timely reporting of morbidity and mortality to DSHS due to COVID-19 and other coronavirus and other emerging infections which impact conditions of public health significance, with required associated data fields in a machine-readable format, by:
 - a. Establishing or enhancing community-based surveillance, including surveillance of vulnerable populations, individuals without severe illness, those with recent travel to high-risk locations, or who are contacts to known cases.
 - b. Monitoring changes to daily incidence rates of COVID-19 and other conditions of public health significance at the county or Zip code level to inform community mitigation strategies.
2. Establish additional and ongoing surveillance methods (e.g., sentinel surveillance) for COVID-19 and other conditions of public health significance.
3. At the health department, enhance capacity to work with testing facilities to onboard and improve ELR, including to receive data from new or non-traditional testing settings. Use alternative data flows (e.g., reporting portals) and file formats (e.g., CSV or XLS) to help automate where appropriate. In addition to other reportable results, this should include all COVID-19/SARS-CoV-2-related testing data (i.e., tests to detect SARS-CoV-2 including serology testing).
4. Improve understanding of capacity, resources, and patient impact at healthcare facilities through electronic reporting.
 - a. Require expansion of reporting facility capacity, resources, and patient impact information, such as patients admitted and hospitalized, in an electronic, machine-readable, as well as human-readable, visual and tabular manner, to achieve 100% coverage in jurisdiction and include daily data from all acute care, long-term care, and ambulatory care settings. Use these data to monitor facilities with confirmed cases of COVID-19/SARS-CoV-2 infection or with COVID-like illness among staff or residents and facilities at high risk of acquiring COVID-19/SARS-CoV-2 cases and COVID-like illness among staff or residents.
 - b. Increase Admit, Discharge, Transfer (ADT) messaging and use to achieve comprehensive surveillance of emergency room visits, hospital admissions, facility and department transfers, and discharges to provide an early warning signal, to monitor the impact on hospitals, and to understand the growth of serious cases requiring admission.
5. Establish or improve systems to ensure complete, accurate and immediate (within 24 hours) data transmission that allows for automated transmission of data to DSHS in a machine-readable format.

Note: Use of an existing DSHS system is preferred. If implementing new or replacement systems, develop an implementation plan, including the process for automatic transmission of data to DSHS in a machine-readable

format, appropriate milestones and timeline to completion. Implementation plans will be reviewed and approved for consistency with the activities set forth by DSHS prior to start of implementation.

- a. Submit all case reports in an immediate way to DSHS for COVID-19/SARS-CoV-2 and other conditions of public health significance with associated required data fields in a machine-readable format.
- b. Report requested COVID-19/SARS-CoV-2-related data, including line level testing data (negatives, positives, indeterminates, serology, antigen, nucleic acid) daily by county or Zip code to DSHS.
- c. Establish these systems in such a manner that they may be used on an ongoing basis for surveillance of, and reporting on, routine and other threats to the public health and conditions of public health significance.

E. Use Laboratory Data to Enhance Investigation, Response and Prevention

1. Use laboratory data to initiate and conduct case investigation and public health follow-up activities and implement containment measures.
 - a. Conduct necessary case investigation and public health follow-up activities including contact elicitation/identification, contact notification, contact testing, and follow-up. Activities could include traditional case investigation and public health follow-up activities and/or proximity/location-based methods, as well as methods adapted for healthcare facilities, employers, elementary and secondary schools, childcare facilities, institutions of higher education or in other settings. Data must be entered into the DSHS data system in accordance with DSHS published guidance. Grantee may not incur COVID-19 contact tracing call center expenditures beyond 8/31/2021.
 - b. Utilize tools (e.g., geographic information systems and methods) that assist in the rapid mapping and tracking of disease cases for timely and effective epidemic monitoring and response, incorporating laboratory testing results and other data sources.
 - c. Assist in identifying facilities that are not submitting data through ELR. Provide these facilities with information on the ELR onboarding process and the appropriate contact information of DSHS team who can onboard the facility to have their data be reported electronically and no longer sent by fax. Also provide the names of these facilities to the DSHS team.
2. Identify cases and exposure to COVID-19 in high-risk settings or within populations at increased risk of severe illness or death to target mitigation strategies and referral for therapies (for example, monoclonal antibodies) to prevent hospitalization.
 - a. Assess and monitor infections in healthcare workers across the healthcare spectrum.
 - b. Monitor cases and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk healthcare facilities (e.g., hospitals, dialysis clinics, cancer clinics, nursing homes, other long-term care facilities, etc.).
 - c. Monitor cases and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk

occupational settings (e.g., meat processing facilities) and congregate living settings (e.g., correctional facilities, youth homes, shelters).

- d. Work with DSHS to build capacity for reporting, rapid containment and prevention of COVID-19/SARS-CoV-2 within high-risk settings or in vulnerable populations that reside in their communities.
- e. Jurisdictions should ensure systems are in place to link test results to relevant public health strategies, including prevention and treatment.

Note: Utilization of an existing DSHS system is preferred. If implementing new or replacement systems, develop an implementation plan, including the process for automatic transmission of data to DSHS in a machine-readable format, appropriate milestones and timeline to completion. Implementation plans will be reviewed and approved for consistency with the activities set forth by DSHS prior to start of implementation.

- 3. Implement prevention strategies in high-risk settings or within vulnerable populations (including tribal nations as appropriate), including proactive monitoring for asymptomatic case detection.

Note: These additional resources are intended to be directed toward testing, case investigation and public health follow-up activities, surveillance, containment, and mitigation, including support for workforce, epidemiology, use by employers, elementary and secondary schools, childcare facilities, institutions of higher education, long-term care facilities, or in other settings, scale-up of testing by public health, academic, commercial, and hospital laboratories, and community-based testing sites, mobile testing units, healthcare facilities, and other entities engaged in COVID-19 testing, and other related activities related to COVID-19 testing, case investigation and public health follow-up activities, surveillance, containment, and mitigation which may include interstate compacts or other mutual aid agreements for such purposes.

- a. Build capacity for infection prevention and control in long-term care facilities (LTCFs) (e.g., at least one Infection Preventionist [IP] for every facility) and outpatient settings.
 - i. Build capacity for LTCFs to safely care for infected and exposed residents of LTCFs and other congregate settings.
 - ii. Assist with enrollment of all LTCFs into CDC's National Healthcare Safety Network NHSN at <https://www.cdc.gov/nhsn/ltc/enroll.html>.
- b. Build capacity for infection prevention and control in elementary and secondary schools, childcare facilities, and/or institutions of higher education.
- c. Increase Infection Prevention and Control (IPC) assessment capacity on site using tele-ICAR.
- d. Perform preparedness assessment to ensure interventions are in place to protect high-risk populations.
- e. Coordinate as appropriate with federally funded entities responsible for providing health services to higher-risk populations (e.g., tribal nations and federally qualified health centers).

- F.** Submit a quarterly report on the report template to be provided by DSHS. Quarterly reports are due on or before the 15th of the month following the end of the quarter. Each report must contain a summary of activities that occurred during the preceding quarter for each activity listed above in Section I, Subsections A through E. Submit quarterly reports by electronic mail to COVID.Contracts@dshs.texas.gov. The email “Subject Line” and the name of the attached file for all reports should be clearly identified with the Grantee’s Name, Contract Number, IDCU/COVID and the quarter the report covers.
- G.** Not use funds for research, clinical care, fundraising activities, construction or major renovations, to supplant existing state or federal funds for activities, or funding an award to another party or provider who is ineligible. Other than normal and recognized executive-legislative relationships, no funds may be used for:
1. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
 2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative act or Executive order proposed or pending before any legislative body.
- H.** Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.
- I.** Grantee shall maintain an inventory of Equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on the DSHS Contractor’s Property Inventory Report located at <https://www.dshs.state.tx.us/grants/forms.shtm> to CMSInvoices@dshs.texas.gov and COVID.Contracts@dshs.texas.gov not later than October 15 of each year. If Grantee did not purchase Equipment or other property, this report is still required to be submitted.
- J.** DSHS funds must not be used to purchase buildings or real property without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.
- K.** At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to DSHS. Title may be transferred to any other party designated by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

**ATTACHMENT B-2
REVISED BUDGET**

Categorical Budget	Epi CARES Funding	Epi Expansion Funding	
Budget Period	August 3, 2020 to July 31, 2024	August 16, 2021 to July 31, 2024	Contract Total
PERSONNEL	\$69,424.00	\$86,783.00	\$156,207.00
FRINGE BENEFITS	\$32,391.00	\$40,185.00	\$72,576.00
TRAVEL	\$0.00	\$413.00	\$413.00
EQUIPMENT	\$0.00	\$0.00	\$0.00
SUPPLIES	\$1,962.00	\$1,340.00	\$3,302.00
CONTRACTUAL	\$0.00	\$0.00	\$0.00
OTHER	\$0.00	\$1,000.00	\$1,000.00
TOTAL DIRECT CHARGES	\$103,777.00	\$129,721.00	\$233,498.00
INDIRECT CHARGES	\$0.00	\$0.00	\$0.00
TOTAL	\$103,777.00	\$129,721.00	\$233,498.00

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Ruben Becerra

judge.becerra@co.hays.tx.us

Hays County Judge

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Susana Garcia

Susana.Garcia@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/31/2022 11:44:27 AM

ID: b4d7963f-754b-424d-9122-d250ba06a629

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/31/2022 10:42:00 AM

ID: e29ac3ec-4c61-4420-97f1-b7359ad66e99

Imelda Garcia

ImeldaM.Garcia@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 7/6/2021 8:08:45 AM

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

Carbon Copy Events	Status	Timestamp
Caeli Paradise caeli.paradise@dshs.texas.gov Contract Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/21/2021 2:35:07 PM ID: c6dab47b-ff17-4990-be85-4057f6a41671	COPIED	Sent: 3/31/2022 2:22:10 PM
Martha Jasse Martha.Jasse@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/31/2022 2:22:10 PM
Tammy Crumley tammy.crumley@co.hays.tx.us Director County Wide Operations Hays County Local Health Department Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/31/2022 2:22:09 PM
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/31/2022 2:22:10 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

How to contact DSHS Contract Management Section:

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

To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DSHS Contract Management Section

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DSHS Contract Management Section

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

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

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.

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 Elections Administration Office to purchase forty (40) customized vote center storage units utilizing Help America Vote Act (HAVA) grant funds and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 12, 2022	\$151,400

LINE ITEM NUMBER

008-655-99-137.5719_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Elections Administrator would like to utilize grant funding to purchase forty customized storage units for elections equipment. These "all-in-one" units serve as a storage unit and transporter cabinet from the warehouse to the polling place and back. Additionally, the units can be custom designed to meet election equipment and supply needs. The ESC10DEN model is an "end-to-end" cabinet that efficiently stores the equipment and supplies by polling place. The HAVA Security grant funds will be used, with required match provided by the Elections Contract Fee Fund.

Attachment: Election Works Quote
BuyBoard Contract #622-20

Budget Amendment:
Decrease Software_Capital
Increase Misc. Equipment_Operating



March 30, 2022

Hays County Elections
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666
Attn: Jennifer Doinoff, EA
512-393-7310

Dear Ms. Doinoff,

Election Works is pleased to provide the following quote for our Customized ESC10DEN (Election Supply Carrier/Vote Center Hub) per your request. This is a Buy Board product listed under our contract number 622-20. Please note the below pricing does not include shipping.

(40) Customized ESC10DEN @ \$3,785.00 / each = \$151,400.00

Thank you and let me know if you have any questions.

Sincerely,

Sandra Hed

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 purchase a replacement refrigerator for the Precinct 5 breakroom in the amount of \$549.00 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 12, 2022	\$549

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	JONES	N/A

SUMMARY

The refrigerator in the PCT 5 breakroom is no longer working and can no longer be repaired due to its age. Building Maintenance has secured three quotes and would like to purchase the replacement refrigerator from Home Depot.

Funding for this purchase has been identified in the Building Maintenance FY22 Operating Budget.

Attachment:
Home Depot Quote

Budget Amendment:
Decrease: 001-695-00.5391 (\$549)
Increase: 001-695-00.5719_400 \$549



Top Freezer Refrigerator DOE in White

[Questions & Answers \(35\)](#)**\$549⁰⁰**

\$46.00 /mo* suggested payments with 12 months* financing /

- Garage ready for great indoor performance between 38-110° F
- Gallon Size Door Bin for bigger storage place
- Refrigerator with LED lighting, Freezer features slide-out drawer
- [View More Details](#)

Color/Finish: **White**

How to Get It

Delivering to: 78666 | [Change](#)

Buy in Store

Limited stock at
Slaughter Lane
[Check Nearby Stores](#)



Ship to Home

Not available for this
item



Scheduled Delivery

As soon as
Tomorrow
FREE

2 available for delivery to 78666. [Schedule at checkout.](#)[How It Works](#)

This item does not qualify for Major Appliance Delivery and Haul Away or Installation Services.

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 CTX Fieldhouse in the amount of \$1,200.00 for the Elections Administration Office related to polling location fees in which no purchase order was issued as required per the Hays County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 12, 2022	\$1,200

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	SMITH	N/A

SUMMARY

The Elections Office secured the Sunfield Station site as an approved polling location and failed to obtain a purchase order as required per County Purchasing Policy. Funds are available within the Election Contract Fee Fund budget for this expense.

Attachment: CTX Fieldhouse Invoice #1196

INVOICE #1196

Property Rental / Lease

Sunfield Station

2610 Main St. Ste. 106

Buda, Tx 78610

512-523-4053

DATE 2-14-22

Hays County Voting

712 S. Stagecoach Trail, Suite 1071

San Marcos, Tx 78666

512-393-2259

FOR

Voting Space

Details

AMOUNT

Voting Space for 12 Days Feb. 14 - Mar. 1, 2022

\$1,200.00

SUBTOTAL \$1,200.00

Received

TOTAL BALANCE \$1,200.00

Make all checks payable to CTX Fieldhouse - Payment due upon receipt

If you have any questions concerning this invoice, use the following contact information:

Mike Beltz, mjbeltz@sbcglobal.net, 512-947-3397

THANK YOU FOR YOUR BUSINESS!

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the reappointment of Scott Roberts to the Board of Directors of the West Travis County Public Utility Agency (the "WTCPUA"), term ending September 2026.

ITEM TYPE

CONSENT

MEETING DATE

April 12, 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

SMITH

N/A

SUMMARY

Pursuant to the Bylaws and Participant Agreement between Hays County, City of Bee Cave, and MUD No.5, all parties must confirm the appointments of the board members.

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 Closing Certificate Of Hays County, Texas, related to the refunding of bonds by the West Travis County Public Utility Agency.

ITEM TYPE

CONSENT

MEETING DATE

April 12, 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

SMITH

N/A

SUMMARY

As a Participating Entity in the West Travis County PUA, Hays County must execute the attached Certificate prior to A.G. approval of the Refunding Bonds, Series 2022.

(7) No litigation or proceeding against the County is pending or, to our knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the title of the present members of the governing body of the County and officers of the County to their respective offices, (b) contest the due organization and valid existence of the County, (c) adversely affect or contest the validity, due authorization, execution or performance of the Agreement, or (d) attempt to limit, enjoin or otherwise restrict or prevent the County from functioning and collecting revenues, including revenues for the purpose of making payments, and other income or the anticipated receipt of revenues of the County's System.

(8) The Annual Financial Report of the County contained in the Official Statement fairly and accurately presents an accurate account of the financial condition of the County as of the dates and for the periods therein set forth, and there has not been a material adverse change in such financial condition of the County since September 30, 2021, the latest date as of which such audited financial information for the County is available.

(9) Except as may otherwise be described in the Official Statement, the County is in compliance with its continuing disclosure undertaking as contained in the Agreement.

(10) All meetings of the Commissioners Court in connection with the Bonds and the Agreement have been open to the public and notice of the time, place and subject of each such meeting was given as required by Chapter 551, Texas Government Code, as amended.

(11) Upon the approval of the Bonds by the Attorney General of the State of Texas, he is authorized to date this Certificate as of the date of such approval. If any litigation should develop, or if any other event should occur which should make this Certificate inaccurate before the Attorney General's approval of the Bonds, we will notify the Attorney General at once by both telephone and facsimile transmission. With this assurance, the Attorney General is entitled to rely on the accuracy of this Certificate at the time of approval of the Bonds unless we advise him otherwise.

Signed this _____, 2022.

HAYS COUNTY, TEXAS

Ruben Becerra, County Judge

Elaine H. Cárdenas, County Clerk

Exhibit A

Concurrent Order



VOLUME U PG 756

DECEMBER 21, 2011

STATE OF TEXAS :
COUNTY OF HAYS :

ON THIS THE 21ST DAY OF DECEMBER A.D., 2011, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ALBERT H. COBB JR	COUNTY JUDGE
DEBBIE GONZALES INGALSEE	COMMISSIONER, PCT. 1
MARK JONES	COMMISSIONER, PCT. 2
WILL CONLEY	COMMISSIONER, PCT. 3
RAY O. WHISENANT JR	COMMISSIONER, PCT. 4
ROSE ROBINSON	DEPUTY COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Cobb called the meeting to order.

28674

RESOLUTION OF THE COMMISSIONERS COURT, ADOPTING A "CONCURRENT ORDINANCE" PURSUANT TO CHAPTER 572 OF THE TEXAS LOCAL GOVERNMENT CODE WHICH CREATES A REGIONAL PUBLIC UTILITY AGENCY ("PUA") IN COLLABORATION WITH THE CITY OF BEE CAVE AND WEST TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 5; APPROVING THE DIRECTORS OF SAID PUA; AND AUTHORIZING THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE PARTIES TO SAID PUA

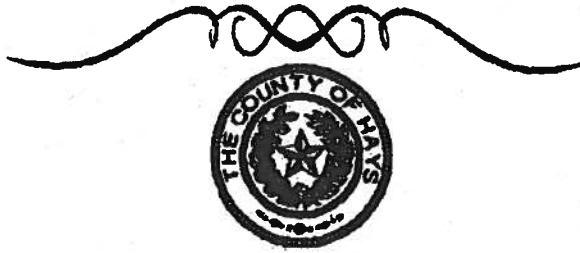
Bob Bass and Randy Wilburn spoke of the production and provision of water, Jim Allen spoke. The City of Bee Cave, Hays County, and MUD No.5 are public entities whose citizens are currently served with water service, wastewater service, or both by the portion of the LCRA Water and Wastewater System known as the West Travis County and Wastewater System. The PUA can serve as a vehicle and instrument to acquire the West Travis County System and can acquire on behalf of some or all of the sponsoring local governments, and local communities that participate by contract or inter-local agreement to preserve local control of the West Travis System. The PUA will be governed by a board of directors appointed by each entity. The PUA will not have authority to create any debt or financial obligation for or on behalf of any of the members and of any sponsoring local government unless an entity voluntarily enters into a separate approval for that purpose. This MOU will expire automatically on January 17, 2012. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley that the Commissioners Court, adopting a "concurrent ordinance" pursuant to chapter 572 of the Texas Local Government Code which creates a Regional Public Utility Agency ("PUA") in collaboration with the City of Bee Cave and West Travis County Municipal Utility District No. 5; approving the directors of said PUA; and authorizing the County Judge to execute an Interlocal Agreement between the parties to said PUA. All voting "Aye". MOTION PASSED

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to adjourn court.

I, LIZ Q. GONZALEZ, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on DECEMBER 21, 2011.



LIZ Q. GONZALEZ, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
HAYS COUNTY, TEXAS



**CONCURRENT ORDINANCE CREATING
THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**

Whereas, the City of Bee Cave, Texas (the "City"), Hays County (the "County"), and West Travis County Municipal Utility District No. 5 (the "District") are participating in a coalition of local governments and communities of interest in response to the Lower Colorado River Authority ("LCRA") effort to transfer, sell and convey the local water and wastewater utilities, systems and facilities that provide water service, wastewater service, or both to various local governments and communities (the "LCRA Water and Wastewater Systems");

Whereas, the coalition of local governments and communities has formed the Coalition of Central Texas Utilities Development Corporation (the "UDC"), which corporation has submitted its indicative bid to the LCRA for acquisition of the LCRA Water and Wastewater Systems;

Whereas, it is the goal and purpose of the UDC to acquire the LCRA Water and Wastewater Systems, but then to further transfer and convey various portions of the LCRA Water and Wastewater Systems to the various coalition members and other third parties who desire to acquire such portions of the LCRA Water and Wastewater System;

Whereas, "Public Entities" are authorized pursuant to Texas Local Government Code Chapter 572 to join together to create a public utility agency to engage in the collection, transportation, treatment, or disposal of sewage or the conservation, storage, transportation, treatment, or distribution of water and may join together as cotenants or co-owners to plan, finance, acquire, construct, own, operate, or maintain water and wastewater facilities;

Whereas, the City, the County, and the District are Public Entities whose citizens are currently served with water service, wastewater service, or both by the portion of the LCRA Water and Wastewater System known as the West Travis County Water and Wastewater System ("West Travis County System") and whose boundaries and facilities are described in Attachment "A," which is attached hereto and incorporated herein by reference;

Whereas, the City, the County, and the District believe that it is in the best interest of the citizens served by the West Travis County System to acquire, or to provide for acquisition, of the West Travis County System so that the West Travis County System is owned and managed by public entities that are elected by the citizens who receive the water and/or wastewater service;

Whereas, the PUA can serve as a vehicle and instrument to acquire the West Travis County System and can acquire on behalf of some or all of the sponsoring local governments, and local communities that participate by contract or inter-local agreement to preserve local control of the West Travis County System; and

Whereas, the PUA has published notice as required by law;

Whereas, the PUA will be governed by a board of directors appointed by the sponsoring local governments named herein, and will not have authority to create any debt or financial obligation for or on behalf of any of the members and of any sponsoring local government until such time as each participating entity enters into a separate agreement or approval for such purpose;

NOW, THEREFORE, BE IT RESOLVED BY THE HAYS COUNTY COMMISSIONERS COURT THAT:

Section 1. Finding of Facts. The above and foregoing recitals are incorporated herein as findings of fact.

Section 2. Acceptance of Application. The West Travis County Public Utility Agency is hereby created and approved.

Section 3. Agency Rules. The Agency may adopt and enforce rules reasonably required to exercise all of the Agency's powers granted under Chapter 572 of the Texas Local Government Code or as otherwise authorized by law and to implement this order. Unless otherwise indicated by this Order or Ordinance, or by Agency Rules duly adopted by the Board, matters shall be resolved by a majority vote of the Board present. A proposal to alter, amend, or repeal Agency Rules related to the organization or procedures of the Directors shall be made by the affirmative vote of a 2/3 majority of the entire Board. However, any proposed change or amendment regarding the appointment method, number, or term of Directors shall require an Amendment to this Order or Ordinance as described in Section 11 below.

Section 4. Initial Directors. The following directors are hereby named as the initial directors of the West Travis County Utility Agency.

Place 1	Ray Whisenant, Jr., representing Hays County;
Place 2	Mike Murphy, representing the City of Bee Cave; and
Place 3	Larry Fox, representing West Travis County MUD No. 5.

Section 5. Number of Directors. All powers of the Agency shall be vested in the Board of Directors (the "Board"). The Board shall initially consist of three (3) places. The Board shall consist of one Director for each participating Public Entity named herein. Directors of the Agency for Places 1, 2, and 3 shall be appointed by each participating public entity, respectively. Each Director shall have one vote in all matters presented to or considered by the Board.

After creation of the Agency, two (2) additional places may be created by an affirmative vote of each of the Public Entities that appointed the three (3) Initial Directors. Appointment of the two (2) additional Directors to fill the additional places shall be performed simultaneously. The first of the two (2) additional Directors (Place 4) shall reside in Hays County and shall be recommended by the County. The second of the two (2) additional Directors (Place 5) shall reside in Travis County and shall be recommended by the City. The two (2) additional places shall be considered duly appointed as Directors at the time the last of each of the Public Entities that appointed one of the original three (3) Directors affirms their appointment.

Section 6. Term of Directors. The terms of the Initial Directors shall last until the end of the fiscal year ending September 30, 2016. The initial term of any director appointed to Places 4 and 5 shall last until the end of the fiscal year ending September 30, 2014. Thereafter, the term of office of each Director shall be four years, and the term for each Director position shall begin on the date a Director is first appointed to the position. Any Director may be removed from office at any time, with or without cause, by the Public Entity that appointed such Director. In the event two (2) additional persons have been appointed as Directors of the Board pursuant to Section 5, above, either of those Directors may be removed by an affirmative vote of the Local Government that recommended the additional Director. A replacement shall be appointed by the method cited in Section 5, above.

If any of the following persons of a Public Entity are not serving as a member of the Board, he or she, or their designee shall be entitled to serve as an ex-officio, non-voting member of the Board: (1) the Hays County Judge; (2) the City of Bee Cave City Administrator; or (3) the President of West Travis County MUD No. 5.

Any person designated as an ex-officio member of the Board is entitled to notice of, and to attend, meetings of the Board.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is adopted was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Ch. 551, Tex. Gov't Code*.

Section 8. General Powers and Authority. The Agency is formed pursuant to the provisions of Chapter 572 of the Texas Local Government Code (the "Act") to assist and act on behalf of the Public Entities and to engage in activities in the furtherance of the purposes of its creation, and it shall have and may exercise all of the rights, powers, privileges, authority and functions given to Public Entities under Subchapter C of the Act, together with all the other powers, privileges, authority and functions given by State law. The Agency is organized and created by the City of Bee Cave (the "City"), Hays County, Texas (the "County"), and West Travis County Municipal Utility District No. 5 (the "District") (collectively, the "Public Entities"). The term "Public Entities" shall have the meaning given in Subchapter C of the Act, and the defined term "Public Entities" shall mean and include the three above named Public Entities and each additional Public Entity that becomes a member of the Agency.

Section 9. Additional Powers and Authority. The Agency shall have all other powers of a like or different nature not prohibited by law that are available to governmental entities in Texas and which are necessary or useful to enable the Agency to perform the purposes for which it is created, including the power to issue bonds, notes, or other obligations, and otherwise exercise its borrowing power to accomplish the purposes set forth above; provided the Agency shall not issue bonds, notes, or any debt obligation, or by contract undertake a financial obligation, that will not to be funded by funds available, or revenues of the purchased water and wastewater utilities, systems, and facilities purchases, or by binding contractual commitments made by Public Entities and legal entities to purchase increments or portions of the water and wastewater utilities, systems and facilities that are purchased.

Section 10. Governmental Body. The Agency is created as a Public Entity pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Sec. 101.001, Tex. Civ. Prac. & Rem. Code. The operations of the Agency are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Sec. 101.001 et seq., Tex. Civ. Prac. & Rem. Code.

Section 11. Amendment. Amendment to any provision within this Order or Ordinance requires each Public Entity to adopt a concurrent Order or Ordinance that includes the amendment.

Section 12. Fiscal Year. The fiscal year of the Agency shall begin October 1st of each year; provided the first fiscal year shall begin upon the effective date of the Agency, and end September 30, 2012.

Section 13. Effective Date. This Order or Ordinance shall take effect immediately upon adoption and the Effective Date for creation of the PUA shall be the date that the last public entity named herein shall approve of an Order or Ordinance substantially identical to this Order or Ordinance.

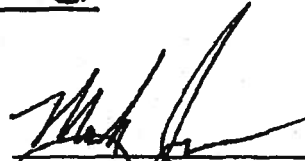
PASSED AND ADOPTED this the 21st day of December 2011.



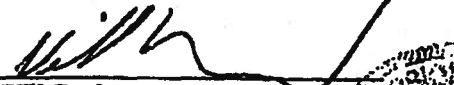
Bert Cobb
Hays County Judge



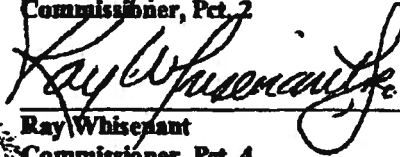
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1



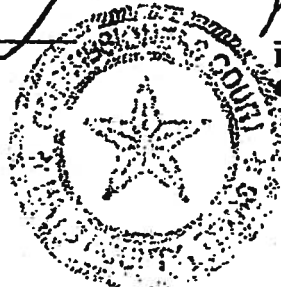
Mark Jones
Commissioner, Pct. 2



Will Conley
Commissioner, Pct. 3



Ray Whisenant
Commissioner, Pct. 4



ATTEST:


Liz Q. Gonzalez
Hays County Clerk



**AMENDMENT TO THE
CONCURRENT ORDINANCE CREATING
THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**

Whereas, the City of Bee Cave, Texas (the "City"), Hays County (the "County"), and West Travis County Municipal Utility District No. 5 (the "District") participated in creation of the West Travis County Public Utility Agency (the "WTCPUA") through the adoption of a Concurrent Ordinance pursuant to Texas Local Government Code Chapter 572;

Whereas, Texas Local Government Code Chapter 572 authorizes "Public Entities" to join together to create a public utility agency to engage in the collection, transportation, treatment, or disposal of sewage or the conservation, storage, transportation, treatment, or distribution of water and may join together as cotenants or co-owners to plan, finances, acquire, construct, own, operate, or maintain water and wastewater facilities;

Whereas, the Board of Directors of the District has determined that it is in the best interests of the property owners within the District to consolidate with West Travis County Municipal Utility District No. 3 pursuant to an election as provided by Sections 54.728 - 54.733 of the Texas Water Code;

Whereas, the City, the County, and the District desire to amend the term "Public Entities" as defined in the original Concurrent Ordinance creating the WTCPUA in order to facilitate the District's possible consolidation with West Travis County Municipal Utility District No. 3;

Whereas, Section 11 of the Concurrent Ordinance authorizes amendment to any provision upon adoption of an Order or Ordinance by each Public Entity;

Whereas, proper notice of the County's consideration of this Ordinance has been provided in accordance with applicable law on January 9, 2018 and January 16, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE HAYS COUNTY COMMISSIONERS COURT THAT:

Section 1. Finding of Facts. The above and foregoing recitals are incorporated herein as findings of fact.

Section 2. Amendment. Section 8 of the Concurrent Ordinance is hereby amended as follows:


Section 8. General Powers and Authority. The Agency is formed pursuant to the provisions of Chapter 572 of the Texas Local Government Code (the "Act") to assist and act on behalf of the Public Entities and to engage in activities in the furtherance of the purposes of its creation, and it shall have and may exercise all of the rights, powers, privileges, authority and functions given to local government authorities under Subchapter C of the Act, together with all the other powers, privileges, authority and functions given by State law. The Agency is organized and created by the City of Bee Cave (the "City"), Hays County, Texas (the "County"), and West Travis County Municipal Utility District No. 5 (the "District") (collectively, the "Public Entities"). The term "Public Entities" shall have the meaning given in Subchapter C of the Act, and the defined term "Public Entities" shall mean and include the three above named Public Entities, as well as any municipal utility district into which the District may be consolidated pursuant to an election held in accordance with Chapter 54, Subchapter H, of the Texas Water Code, and each additional Public Entity that becomes a member of the Agency.


Section 3. Effective Date. This Amendment shall take effect immediately upon adoption and the Effective Date of this Amendment to the Concurrent Ordinance Creating the PUA shall be the date that the last Public Entity named herein approved an Order or Ordinance substantially identical to this Amendment.

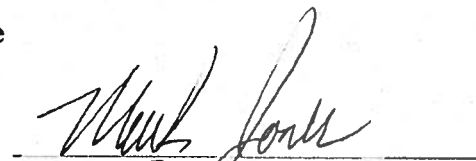
PASSED AND ADOPTED this the 30th of January 2018.

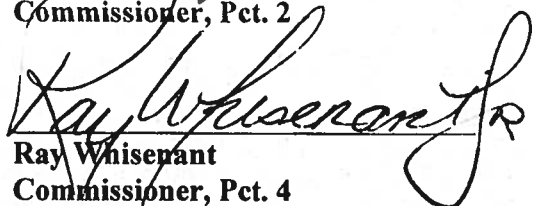
Absent

**Bert Cobb, M.D.
Hays County Judge**


**Debbie Gonzales Ingalsbe
Commissioner, Pct. 1**


**Lon A. Shell
Commissioner, Pct. 3**


**Mark Jones
Commissioner, Pct. 2**


**Ray Whisenant
Commissioner, Pct. 4**

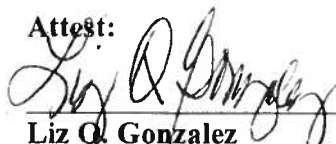
Attest:

**Liz Q. Gonzalez
Hays County Clerk**



Exhibit B

Order Authorizing Agreement



12011550 OFF 4333 648

ORDER 2012-__

ORDER APPROVING ACQUISITION, WATER SUPPLY, WASTEWATER TREATMENT AND CONDITIONAL PURCHASE AGREEMENT AMONG HAYS COUNTY, TEXAS, CITY OF BEE CAVE, TEXAS, WEST TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 AND WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY; CREATING A WATER SYSTEM; AND MAKING OTHER PROVISIONS INCIDENT THERETO

WHEREAS, the Commissioners Court of Hays County, Texas (the "County"), and the governing bodies of the City of Bee Cave, Texas, and West Travis County Municipal Utility District No. 5 (collectively, the "Participants") have created the West Travis County Public Utility Agency (the "PUA") as their constituted authority, instrumentality and agent to plan, finance, acquire, construct, own, operate, or maintain facilities necessary for the collection, transportation, treatment, and disposal of sewage and the conservation, storage, transportation, treatment, and distribution of water for the Participants pursuant to Chapter 572, Texas Local Government Code, as amended (the "PUA Act"); and

WHEREAS, the Participants expect to pursue legislative changes to the PUA Act for the purpose of enabling the PUA to serve end users directly, with the goal of creating a combined utility system owned and operating by the PUA and providing water supply and wastewater treatment services from the PUA directly to the current customers of the Participants; and

WHEREAS, the Participants are entering into the Acquisition, Water Supply, Wastewater Treatment and Conditional Purchase Agreement (the "Agreement") with the PUA to provide for, with respect to the County, water supply services to the County and its customers until such time as such legislative changes to the PUA Act are accomplished, with the intent that at such time all outstanding Bonds (as defined in the Agreement) of the PUA will be paid in full and the Agreement will terminate;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS:

Section 1. Approval and Execution of Agreement. In accordance with Section 562.016, Texas Local Government Code, as amended, the Commissioners Court of the County hereby approves the Agreement, in substantially the form attached hereto as Exhibit A, and authorizes the County Judge and County Clerk to execute and deliver the Agreement on behalf of the County. The County Judge is hereby authorized to make or approve such revisions, additions, deletions, and variations to the Agreement as, in the judgment of the County Judge, may be necessary or convenient to carry out or assist in carrying out the purposes of this Order; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Agreement shall be subject to the prior approval of the Commissioners Court.

Section 2. Creation and Maintenance of Water System. In accordance with Section 562.016, Texas Local Government Code, as amended, the Commissioners Court of the County

hereby creates a water system composed of the facilities identified in Exhibit B-5 to the Agreement and finds that the creation and maintenance of such system is in the best interests of the County.

Section 3. Further Proceedings. The County Judge, County Clerk and other appropriate officials of the County are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Order.

Section 4. Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public at the location and for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code and that this meeting has been open to the public as required by law at all times during which this Order and the subject matter thereof has been discussed, considered and formally acted upon. The Commissioners Court further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 6. Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

[SIGNATURE PAGE FOLLOWS]

PASSED AND APPROVED this April 17, 2012.

Paul Cross
County Judge

ATTEST:

[Signature]
County Clerk Deputy



ACQUISITION, WATER SUPPLY, WASTEWATER TREATMENT AND CONDITIONAL PURCHASE AGREEMENT

THIS ACQUISITION, WATER SUPPLY, WASTEWATER TREATMENT AND CONDITIONAL PURCHASE AGREEMENT (this "Agreement") is dated and entered into to be effective as of March 19, 2012 ("Effective Date"), by and among the West Travis County Public Utility Agency (the "PUA"), a public utility agency and political subdivision of the State of Texas (the "State"), created and existing under the laws of the State, including Chapter 572, Texas Local Government Code, as amended; the City of Bee Cave, Texas, a Type A general law municipality of the State (the "City"); Hays County, Texas, a political subdivision of the State (the "County"); and West Travis County Municipal Utility District No. 5, a municipal utility district and political subdivision of the State ("MUD 5").

RECITALS

WHEREAS, Subchapter C of Chapter 572, Local Government Code, as amended (the "PUA Act"), authorizes certain public entities to create a public utility agency for the collection, transportation, treatment, or disposal of sewage or the conservation, storage, transportation, treatment, or distribution of water for such public entities; and

WHEREAS, the governing bodies of the City, the County and MUD 5 (collectively, the "Participants") have created the PUA as their constituted authority, instrumentality and agent to plan, finance, acquire, construct, own, operate, or maintain facilities necessary for the collection, transportation, treatment, and disposal of sewage and the conservation, storage, transportation, treatment, and distribution of water for the Participants pursuant to the PUA Act; and

WHEREAS, the Participants expect to pursue legislative changes to the PUA Act for the purpose of enabling the PUA to serve end users directly, with the goal of creating a combined utility system owned and operated by the PUA and providing water supply and wastewater treatment services from the PUA directly to the current customers of the Participants; and

WHEREAS, the Participants are entering into this Agreement to provide for water supply and wastewater treatment services to the Participants and their customers until such time as such legislative changes to the PUA Act are accomplished, with the intent that at such time all outstanding Bonds (as defined herein) of the PUA will be paid in full and this Agreement will terminate; and

WHEREAS, pursuant to Section 572.058, Local Government Code, and that certain Utilities Installment Purchase Agreement (the "Purchase Contract"), dated as of January 17, 2012, by and between the PUA and the Lower Colorado River Authority (the "LCRA"), the PUA has agreed to purchase and the LCRA has agreed to sell certain water supply and wastewater treatment facilities (the "Supply and Treatment Components") and water distribution and sanitary sewer collection facilities (the "Distribution and Collection Components") and, together with the Supply and Treatment Components, the "System") and to operate the System as a single system for the purpose of providing water and wastewater services to the Participants; and

WHEREAS, pursuant to the PUA Act, the PUA will (i) own the Supply and Treatment Components, (ii) convey by conditional sale the Distribution and Collection Components within the service area of each Participant to each such Participant, and (iii) operate the System, all for the benefit of the Participants; and

WHEREAS, the Participants wish to enter into this Agreement to (i) obtain water services for the City, the County and MUD 5 (collectively, the "Water Participants") pursuant to Sections 552.018 and 562.016, Local Government Code, and Section 49.213, Water Code, respectively; (ii) obtain wastewater treatment services for the City and MUD 5 (together, the "Wastewater Participants") both pursuant to Section 791.026, Local Government Code; and (iii) acquire by conditional sale the Distribution and Collection Components of the System within the service area of each Participant pursuant to Sections 552.001 and 562.016, Local Government Code, and Section 49.213, Water Code, respectively; and

WHEREAS, it is expected by the PUA and the Participants that from time to time the PUA will issue its Bonds (as hereinafter defined), payable from and secured solely by payments to be made by the Participants under this Agreement for water and wastewater services and for the acquisition of the Distribution and Collection Components of the System; and

WHEREAS, the PUA, to the best of its ability, shall do or cause to be done all such things as may be required for the financing, acquisition, maintenance and operation of the System;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Participants and the PUA mutually undertake, promise, and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01 Definitions. In addition to the terms defined above, the following terms shall have the meanings assigned to them below wherever they are used in this Agreement, unless the context clearly requires otherwise:

"Accountant" means a nationally recognized independent certified public accountant, or an independent firm of certified public accountants, selected by the PUA.

"Annual Payments" means the amount of money, constituting the sum of the Installment Payments, the Bond Payment and the Operation and Maintenance Expenses, to be paid to the PUA by the Participants, on a several basis, as described in Section 4.04 hereof.

"Authorized Representative" means any person to whom has been delegated the authority to act on behalf of a Participant or the PUA, as the case may be, which (i) for the City shall be the City Administrator of the City or such other officers or employees of the City authorized to act during his absence or incapacity, (ii) for the County shall be Hays County Commissioner,

Precinct 4, or such other officers or employees of the County authorized to act during his absence or incapacity, (iii) for MUD 5 shall be the President of the Board of Directors of MUD 5 or such other officers or employees of MUD 5 authorized to act during his absence or incapacity, and (iv) for the PUA shall be the President of the Board of Directors of the PUA or such other officer or employee of the PUA authorized to act on behalf of the PUA during the President's absence or incapacity, unless a party notifies the other party in writing of a change in its Authorized Representative.

"Bond Payment" means the portion of the Annual Payments calculated by reference to the Bonds, including payments of principal of and interest on the Bonds and deposits to funds related thereto.

"Bond Resolution" means any resolution adopted by the Board of Directors of the PUA authorizing the issuance of and securing the Bonds and all amendments and supplements thereto.

"Bonds" means all bonds, notes, or other obligations hereafter issued by the PUA, whether in one or more series or issues, to acquire the System and to pay other costs of the System (including any bonds or notes issued to repair, replace, or improve the System) or to refund any Bonds or to refund any such refunding Bonds.

"City" means the City of Bee Cave, Texas.

"Claim," as used in Section 10.13 of this Agreement, means claims, demands, and expenses, including reasonable attorney's fees.

"Code" means the Internal Revenue Code of 1986, and any amendments thereto, as in force and effect on the date of delivery of any series of Bonds.

"County" means Hays County, Texas.

"Delivery Point" means the place, whether one or more, to which the PUA will deliver water to each Water Participant pursuant to this Agreement, as more fully described in Exhibit B.

"Distribution and Collection Components" means the facilities, lines, booster pumps, and other appurtenances sufficient to deliver the water to the Water Participants and collect the Wastewater from the Wastewater Participants pursuant to this Agreement, all as more fully described in Exhibit B, and any improvements, additions, or extensions to such components.

"Facilities Fund" means the fund established by the PUA to which amounts may be transferred from the Rate Stabilization Fund from time to time for payment of capital additions and improvements to the System.

"Fiscal Year" means the Participants' fiscal years, which currently begin on October 1 of each year, as may be changed from time to time with notice to the PUA.

"Force Majeure" means such term as it is defined in Section 10.03 of this Agreement.

"Installment Payments" has the meaning given such term in the Purchase Contract.

"LCRA" means the Lower Colorado River Authority, a conservation and reclamation district and political subdivision of the State.

"Local Government Code" means Texas Local Government Code, as amended.

"MSRB" means the Municipal Securities Rulemaking Board and any successor to its duties.

"MUD 5" means West Travis County Municipal Utility District No. 5.

"Operation and Maintenance Expenses" means all costs and expenses of operation and maintenance of the System, including (for greater certainty but without limiting the generality of the foregoing) amounts payable under any contract with any person, including, but not limited to any federal, state, or local agency for the right to any source of water; any contribution or payment in lieu of taxes or any fee or charge by any government authority relating to the PUA's production of water or sale of treated water hereunder; fees and charges to be paid to TCEQ or any other federal, state or local agency for regulatory purposes or for services rendered; the costs of operating personnel, utilities, supervision, engineering, accounting, auditing, legal services, insurance premiums, supplies, services, and administration of the System; Overhead Expenses; costs of operating, repairing, maintaining, and replacing equipment for proper operation and maintenance of the System; and payments made in satisfaction of judgments resulting from claims not covered by insurance arising in connection with the acquisition, operation and maintenance of the System. The term "Operation and Maintenance Expenses" does not include depreciation charges or such portion of the above-described costs to the extent such costs are paid pursuant to an agreement other than this Agreement.

"Operations Transfer Date" means March 19, 2012.

"Outstanding" means, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to the Bond Resolution except: (a) any Bonds canceled by or on behalf of the PUA at or before such date; (b) any Bonds defeased pursuant to the defeasance provisions of the Bond Resolution or otherwise defeased as permitted by applicable law; and (c) any Bonds in lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to the Bond Resolution.

"Overhead Expenses" means the PUA's reasonable and necessary costs and expenses incurred at any time directly related to the issuance and servicing of the Bonds, the permitting, financing, acquisition and ownership of the System and any other activities required of or involving the PUA in connection with or attributable to the System or the Bonds, including, but not limited to:

- (a) per diem and reimbursable expenses incurred by the Directors of the PUA for special meetings of the PUA's Board of Directors related to the System;

(b) services of the professional, technical, skilled and unskilled persons and firms engaged by or associated with the PUA, other than PUA staff personnel, together with their reimbursable expenses paid or required to be paid by the PUA;

(c) salaries of the PUA's staff attributable to the System or the Bonds based on time expended, as documented or reasonably estimated by the President of the Board of Directors of the PUA;

(d) the costs of preparing applications for and obtaining all approvals and authorizations required for the System or the Bonds from the regulatory authorities having jurisdiction;

(e) the cost of property casualty and public liability insurance, including any insurance deductible charged to or required to be paid by the PUA;

(f) all costs incurred in litigation involving or relating to the System; and

(g) any and all other costs and expenses, including out-of-pocket expenses, incurred by the PUA attributable to the System or the Bonds, whether enumerated above or not.

"Participant's Account" shall mean the account held by the PUA on behalf of each Participant for deposit of payments received from such Participant's customers.

"Participants" means any public entities that may participate in the PUA from time to time, after adoption of the Concurrent Ordinance or Order in accordance with Section 572.053, Local Government Code, including the City, the County and MUD 5.

"Participant's System" means and includes (i) a Water Participant's waterworks distribution system or combined water distribution and wastewater collection system, (ii) a Wastewater Participant's wastewater collection system or combined water distribution and wastewater collection system, and (iii) all future extensions, improvements, enlargements, and additions thereto, including, to the extent permitted by law, reclaimed water systems within such Participants' waterworks distribution system or wastewater disposal system, and all replacements thereof; provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term Participant's System shall not include any waterworks distribution facilities or wastewater collection facilities which are hereafter acquired or constructed by such Participant with the proceeds from the issuance of "special facilities obligations" and which are declared by a Participant not to be a part of such Participant's System, which are hereby defined as being special revenue obligations of such Participant which are not secured by or payable from the net revenues of the Participant's System, but which are secured by and are payable solely from special contract revenues, or payments received by the Participant, or any combination thereof, in connection with such facilities; and such revenues or payments shall not be considered as or constitute gross revenues of the Participant's System, unless and to the extent otherwise provided in the order, ordinance or resolution authorizing the issuance of such "special facilities obligations;" and provided further that, except with the prior

approval of the Board of Directors of the PUA, no such facilities may be connected to the System.

"Participant's Utility Bonds" means the appropriate Participant's bonds and notes outstanding from time to time, if any, secured by a lien on and pledge of the net revenues of the Participant's System or any part thereof, regardless of lien priority.

"Permitted Liens" means:

(a) the rights reserved to LCRA in the System and its revenues in the Purchase Contract;

(b) minor irregularities, charges, liens, encumbrances, defects, easements, licenses, rights-of-way, servitudes, restrictions, mineral rights, and clouds on title which, in the opinion of counsel to the PUA, a copy of which shall be forwarded to each of the Participants, do not materially impair the use of the System for the purposes for which it is designed;

(c) easements for roads (as used in this Agreement, the term "roads" shall include, without limitation, streets, curbs, gutters, drains, ditches, sewers, conduits, canals, mains, aqueducts, aerators, connections, ramps, docks, viaducts, alleys, driveways, parking areas, walkways, and trackage), utilities (which for purposes of this Agreement shall include, without limitation, water, sewer, electricity, gas, telephone, pipeline, railroad, and other collection, transportation, light, heat, power, and communication systems) and similar easements and other easements, rights-of-way, rights of flowage, flooding, diversion or outfall, licenses, restrictions, and obligations relating to the operation of the System which, in the opinion of counsel to the PUA, a copy of which shall be forwarded to each of the Participants, do not materially impair the use of the System for the purposes for which it is designed; and

(d) rights of the United States or any state or political subdivision thereof, or other public or governmental authority or agency or any other entity vested with the power of eminent domain to take or control property or to terminate any right, power, franchise, grant, license, or permit previously in force.

"Point(s) of Entry" means the point(s) designated in Exhibit B to this Agreement where wastewater will be received from Wastewater Participants into the System.

"Proportionate Share of the Annual Payment" shall be determined in accordance with the procedures described in Exhibit A hereto.

"Prudent Utility Practice" means any of the practices, methods, and acts, in the exercise of reasonable judgment, in the light of the facts, including but not limited to the practices, methods, and acts engaged in or approved by a significant portion of the public utility industry prior thereto, known at the time the decision was made, that would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition. It is recognized that Prudent Utility Practice is not intended to be limited to the

optimum practice, method, or act at the exclusion of all others, but rather is a spectrum of possible practices, methods, or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition. In the case of any facility included in a Participant's System which is owned in common with one or more other entities, the term "Prudent Utility Practice," as applied to such facility, shall have the meaning set forth in the agreement governing the operation of such facility.

"PUA" means the West Travis County Public Utility Agency and its lawful successors and assigns.

"PUA Act" means Chapter 572, Texas Local Government Code, as amended, or any successor statute.

"Purchase Contract" means that certain Utilities Installment Purchase Agreement, dated as of January 17, 2012, by and between the PUA and the LCRA, and any authorized amendments thereto.

"Rate Stabilization Fund" means the fund described in Section 4.05.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"Sale and Offering Documents" means any official notice of sale, official bid form, preliminary official statement, official statement, or other offering document for the Bonds.

"SEC" means the United States Securities and Exchange Commission and any successor to its duties.

"Supply and Treatment Components" means the portions of the System other than the Distribution and Collection Components.

"System" means the Supply and Treatment Components and the Distribution and Collection Components purchased from LCRA pursuant to the Purchase Contract, and all future extensions, improvements, enlargements, and additions thereto approved by the PUA Board.

"TCEQ" means the Texas Commission on Environmental Quality or its successors or assigns.

"Trustee" means any trustee named under a trust indenture or the paying agent/registrars named in a paying agent/registrars agreement entered into by the PUA securing the payment of the Bonds and authorized by a Bond Resolution.

"Wastewater" means liquid and water-carried waste discharged from sanitary conveniences of dwellings, business buildings, institutions and the like including garbage which has been shredded to such degree that all particles will be carried freely under flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch in any dimension and the liquid wastes from industrial processes, and includes any infiltration of water

that has migrated from the ground into the System, or inflow water from above the ground entering the System.

"Wastewater Participants" means any Participant who contracts with the PUA for treatment of wastewater, initially the City and MUD 5.

"Water Code" means Texas Water Code, as amended.

"Water Participants" means any Participant who contracts with the PUA for water service, initially the City, the County and MUD 5.

Section 1.02 Interpretation. The table of contents and caption headings of this Agreement are for reference purposes only and shall not affect its interpretation in any respect. Unless the context otherwise requires, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa. This Contract and all the terms and provisions shall be liberally construed to effectuate the purpose set forth herein and to sustain the validity of this Agreement.

ARTICLE II

ACQUISITION OF THE SYSTEM; FINANCING OF INSTALLMENT PAYMENTS

Section 2.01 General. Subject to the terms and provisions of this Agreement, the PUA agrees to acquire the System pursuant to the terms of the Purchase Contract and to issue the Bonds to finance the Installment Payments due thereunder. It is expressly understood and agreed that any obligations on the part of the PUA to acquire the System and issue its Bonds to finance the Installment Payments, to provide water to the Water Participants and treat wastewater of the Wastewater Participants, and to conditionally sell the Distribution and Collection Components to the Participants shall be (i) conditioned upon the PUA's ability to obtain all necessary permits, material, labor, and equipment, and upon the ability of the PUA to (A) finance the cost of the System through the actual sale of the Bonds, (B) provide water to the Water Participants and (C) treat wastewater of the Wastewater Participants, and (ii) subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State, and any regulatory body having jurisdiction.

Section 2.02 Acquisition. The PUA has executed the Purchase Contract to effect the acquisition of the System and shall, as soon as possible, undertake to make, execute, deliver, and prosecute such other contracts, orders, receipts, writings, and instructions with or to other persons, and in general do or cause to be done all such other things, as may be required for the proper acquisition of the System. If such other contracts, orders, receipts, writings and instructions with or to other persons would cause a material modification to the terms and conditions of this Agreement, then this Agreement shall be modified pursuant to Section 10.06 below prior to the effectiveness of such other contracts, orders, receipts writings or instructions.

Section 2.03 Obligation to Pay Annual Payments. It is acknowledged and agreed that payments to be made under this Agreement will be the sole source of revenue available to the

PUA to provide the money necessary for the PUA to satisfy its payment obligations with respect to the Purchase Contract and the Bonds. Each Participant therefore agrees to pay, on a several basis, its Proportionate Share of the Annual Payments in full when due as provided in this Agreement; provided, however, that each Participant's obligation to make such payments shall be limited solely to the extent of revenues of each such Participant's System.

Section 2.04 Liens. Neither the Participants nor the PUA will create or permit or suffer to exist any lien, encumbrance, or charge upon the System or any interest therein at any time, except Permitted Liens.

Section 2.05 Approvals. Unless otherwise required by law, each consent, approval, or other official action required of the Participants or the PUA by any provision of this Agreement shall be deemed in compliance with this Agreement when written evidence of such action, signed by the respective Authorized Representative, is delivered to the party who is to receive evidence of such action. All contracts to be entered into by the PUA shall be authorized by the PUA's Board of Directors. The Participants will cooperate with the PUA in the acquisition, financing, maintenance and operation of the System and, following the adoption of each Bond Resolution by the PUA's Board of Directors, will take all such actions as are necessary to effect the acquisition of the System and any other purpose for which Bonds may be issued and will not take any action or fail to take any action (including, without limitation, any exercise or denial of its consent or approval of any action proposed to be taken by the PUA or any of its agents hereunder), if taking or failing to take such action, respectively, would unreasonably delay or obstruct the acquisition of the System by the PUA or any other purpose for which Bonds may be issued.

Section 2.06 Issuance of Bonds. (a) The PUA's payment of the Installment Payments pursuant to the Purchase Contract will be financed by the PUA through the issuance of one or more series or issues of its Bonds payable from and secured solely by an assignment of the Annual Payments made under this Agreement. In consideration of the covenants and agreements set forth in this Agreement, and to enable the PUA to carry out the intents and purposes hereof, including the issuance of the Bonds, this Agreement is executed to assure the acquisition of the System and the issuance of the Bonds and to provide for and guarantee the due and punctual payment by the Participants to the PUA, or to the Trustee under the trust indenture (or paying agent/registrar agreement) securing the Bonds, of the Annual Payments. Each of the Participants hereby agrees to make, or cause to be made, its Proportionate Share of the Annual Payment, as and when due, for the benefit of the owners of the Bonds, as provided in the Bonds and the Bond Resolution.

(b) Except for Bonds issued pursuant to Section 10.22 hereof, the proceeds from the sale of the Bonds will be used for (i) payment of the Installment Payments as defined in and payable by the PUA pursuant to the Purchase Contract, (ii) funding capital improvements to the System; and (iii) funding any required funds and paying any expenses related to the Bonds and the System described in the Bond Resolution, as determined by the Board of Directors of the PUA. The Bonds will be issued by the PUA in the amounts required to pay the Installment Payments and to fund debt service reserve or other funds, costs of issuance of the Bonds and any other expenses related to the Bonds, to the extent deemed advisable by the PUA.

- (c) (1) Each Bond Resolution of the PUA shall specify the maximum principal amount of the Bonds to be issued thereunder. The Bonds shall mature not more than forty (40) years from the date of such Bonds and shall bear interest at not to exceed the maximum legal rate then permitted by law, and the Bond Resolution may create and provide for the maintenance of a revenue fund, an interest and sinking fund, a debt service reserve fund, and any other funds deemed prudent by the PUA, all in the manner and amounts as provided in such Bond Resolution.
- (2) All covenants and provisions in the Bond Resolution affecting, or purporting to bind, the Participants shall, upon the delivery of the Bonds, become absolute, unconditional, valid, and binding covenants and obligations of the Participants so long as the Bonds and interest thereon are Outstanding, and may be enforced as provided in this Agreement and the Bond Resolution. Particularly, the obligation of each of the Participants to pay, promptly when due, all Annual Payments specified in this Agreement shall be absolute and unconditional, and said obligation may be enforced as provided in this Agreement.

Section 2.07 Proceeds of Bonds. Subject to the terms and provisions of this Agreement (and excluding Bonds issued in accordance with Section 10.22), the proceeds of the Bonds shall be used by the PUA for the purposes described in Section 2.06. The PUA shall use its best efforts to issue its Bonds, in one or more series, in amounts which will be sufficient to accomplish such purpose. A trust indenture may be entered into between the PUA and a corporate trustee for the purpose of securing the payment of the Bonds. It is anticipated that the Bonds will be issued pursuant to the Bond Resolution and that a paying agent/registrars agreement will be executed between the PUA and/or the Trustee concerning the payment procedures with respect to the Bonds.

Section 2.08 Refunding of Bonds. The PUA reserves the right to issue refunding bonds in accordance with the laws of the State.

Section 2.09 Redemption of Bonds. The PUA, in its sole discretion or upon the written request of all of the Participants (and provided that the affected Bonds are subject to redemption or prepayment prior to maturity at the option of the PUA, and provided that such request is received in sufficient time prior to the date upon which such redemption or prepayment is proposed), forthwith shall take or cause to be taken all action that may be necessary under the applicable redemption provisions of affected Bonds to redeem such Bonds or any part thereof, to the full extent of funds that are either made available for such purpose by the Participants or already on deposit under the Bond Resolution and available for such purpose. The redemption of any outstanding Bonds prior to maturity at any time shall not relieve the Participants of their absolute and unconditional obligation to pay each remaining Annual Payment with respect to any remaining Outstanding Bonds, as specified in the Bond Resolution.

Section 2.10 PUA Rights Assigned to Trustee. The Participants are advised and recognize that as security for the payment of the Bonds, the PUA may assign to the Trustee,

pursuant to one or more trust indentures (or paying agent/registrars agreements) to be authorized by the Bond Resolution, the PUA's rights under this Agreement to receive the Annual Payments hereunder. The Participants herewith consent to such assignment and will make the Annual Payments directly to the Trustee without defense or set-off by reason of any dispute between one or both of the Participants and the PUA or the Trustee. All rights against the Participants arising under this Agreement or the Bond Resolution and assigned to the Trustee may be enforced by the Trustee, or the owners of the Bonds, to the extent provided in the Bond Resolution, and the Trustee, or the owners of the Bonds, shall be entitled to bring any suit, action, or proceeding against the Participants, to the extent provided in the Bond Resolution, for the enforcement of this Agreement, and it shall not be necessary in any such suit, action, or proceeding to make the PUA a party thereto.

Section 2.11 Tax-Exempt Bonds. The parties hereto understand and agree that the PUA will use its best efforts to provide for, but will not be liable for a failure to produce, the lowest overall debt service cost for the Bonds. In connection therewith, the parties intend that the PUA will issue Bonds the interest on which is excludable from the gross income of the owners thereof for federal income tax purposes. The parties hereto acknowledge their understanding that the federal income tax laws impose certain restrictions on the use and investment of proceeds of such tax-exempt bonds and on the use of the property financed therewith and the output produced therefrom. Accordingly, the parties agree and covenant that if the Bonds are offered to investors with the understanding that the interest will be exempt from federal income taxation, then the parties, their assigns and agents, will take such action to assure, and refrain from such action which will adversely affect the treatment of such Bonds as obligations described in section 103 of the Code. Should any party fail to comply with such covenant, the effect of which being that the Bonds no longer qualify as obligations described in the Code, such defaulting party shall be liable for all costs resulting from the loss of the tax-exempt status of the Bonds. The parties hereby agree and covenant to comply with all of the representations and covenants relating to such exemption which are set out in any Bond Resolution. The parties further agree and covenant that in the event the Bonds issued are to be tax-exempt, they will modify such agreements, make such filings, restrict the yield on investments, and take such other action necessary to fulfill the applicable provisions of the Code. For these purposes, the parties may rely on the opinion of any firm of nationally-recognized bond attorneys selected by them.

Section 2.12 Payment to Rebate Fund. In the event that tax-exempt Bonds are issued as provided in Section 2.11, the PUA hereby covenants and agrees to make the determinations and to pay any deficiency into a rebate fund at the times and as described in the Bond Resolution to comply with the provisions of section 148(f)(2) of the Code. In any event, if the amount of cash held in the rebate fund shall be insufficient to permit the Trustee to make payment to the United States of America of any amount due on any date under section 148(f)(2) of the Code, each of the Participants forthwith shall pay its proportionate share of the amount of such insufficiency (calculated in the same proportion as each such Participant's Proportionate Share of the Annual Payment is calculated) on such date to the Trustee in immediately available funds for such purpose. The obligations of the Participants under this Section 2.12 are direct obligations of each Participant, acting under the authorization of, and on behalf of, the PUA and the PUA shall have no further obligation or duty with respect to the rebate fund.

Section 2.13 Sale and Offering Documents. At the request of the PUA, each of the Participants shall provide to the PUA current and historical information concerning the Participants' Systems, the financial conditions, results, and prospects of the Participants, and such other information concerning the Participants as the PUA shall deem advisable for inclusion in the Sale and Offering Documents for the Bonds of each series and shall certify to the PUA and the underwriters of any offering of Bonds to be made by means of such Sale and Offering Documents when and if the Participant deems such Sale and Offering Documents to be complete and final for purposes of the Rule. Each of the Participants represents and warrants that all statements concerning it (including, without limitation, its financial condition, results, and prospects, its portion of the Participants' Systems, and any demographic and economic information concerning the area served by its portion of the Participants' Systems) that are contained in any Sale and Offering Document shall be true in all material respects and shall not omit to state any material fact necessary to make the statements made in such Sale and Offering Document, in the light of the circumstances in which they are made, not misleading.

Section 2.14 Right of Participants to Prepay. The Participants shall have the right at any time to prepay all or any portion of its Proportionate Share of the Annual Payments. Subject to the provisions of Section 2.11, such prepaid Proportionate Share of the Annual Payments shall be used by the PUA as directed by the Participant which prepaid (i) as a credit against future Proportionate Share of the Annual Payment obligations of such Participant, (ii) to redeem Bonds pursuant to the provisions of Section 2.09, or (iii) to provide for the defeasance of Bonds pursuant to the provisions of the Bond Resolution. Such prepaid amounts shall be invested by the PUA with the concurrence of the prepaying Participant. Any such prepayment shall not cause a termination of this Agreement with respect to such Participant until all other amounts owed or to be incurred by the PUA or any other person under the provisions of the Bond Resolution and hereunder (including Section 10.05 hereof) have been paid in full or waived by such person.

ARTICLE III

CONDITIONAL PURCHASE AND SALE OF DISTRIBUTION AND COLLECTION COMPONENTS

Section 3.01 Conditional Purchase and Sale. The PUA hereby sells to the Participants, and the Participants hereby purchase from the PUA, each Participant's respective Distribution and Collection Components; provided, however, that in the event that a Participant shall for any reason fail to fully discharge its pecuniary obligations to the PUA throughout the term of this Agreement, then title to such Participant's Distribution and Collection Components shall immediately and automatically revert to the PUA without any requirement of further action.

ARTICLE IV

OPERATION AND MAINTENANCE OF SYSTEM; PAYMENT COLLECTION

Section 4.01 Operation and Maintenance of System. The PUA covenants to operate and maintain the System, including the Distribution and Collection Components, on behalf of the

Participants, in accordance with Prudent Utility Practices and in accordance with applicable regulatory requirements. The PUA will establish and set customer service rules and policies for customers served by the System, wholesale and retail rates for service, and other related fees and charges necessary for the proper management and operation of the System and as necessary to make the Annual Payments by each Participant under this Agreement and allow for the repayment of the Bonds. In setting wholesale and retail rates for service, and other related fees and charges as necessary to comply with the terms of this Agreement, the PUA is acting as agent of each of the Participants. Each Participant hereby agrees that, if the PUA shall fail, for any reason, to set rates and charges necessary to comply with the terms hereof, it will take immediate action to set such rates and charges in its service area as necessary to comply with the terms hereof.

Section 4.02 Impact Fees. To the extent allowed by law, the Participants agree to adopt and assess impact fees, if necessary, in accordance with Chapter 395 of the Local Government Code to fund capital expansions of the System provided that such Participant approves the land use assumptions, ten year capital improvements plan, and impact fee calculations supporting the adoption of such fees. Any impact fees adopted and assessed for the System shall be collected by the PUA and used only for the purposes as authorized by Chapter 395 of the Local Government Code.

Section 4.03 Billing. The PUA will render bills to, and collect and receive payments from, the customers of the Participants not more than once each month, for service commencing on the Operations Transfer Date. As such term is defined in the Purchase Agreement. All payments received shall be deposited in the appropriate Participant's Account.

Section 4.04 Deductions for Proportionate Share of Annual Payments. On the 15th day of each month, commencing as of the Operations Transfer Date, the PUA shall debit each Participant's Account in the amount of one-twelfth of its Proportionate Share of the Annual Payment.

Section 4.05 Disbursement of Additional Revenues. On the 15th day of each month, commencing as of the Operations Transfer Date, the PUA shall transfer from each Participant's Account to the Rate Stabilization Fund all amounts remaining therein after all deductions therefrom pursuant to Sections 4.03 and 4.04 for such month. Funds in the Rate Stabilization Fund may be used at the discretion of the PUA for any lawful purpose, including capital additions and improvements to the System and to enable the PUA to manage rates and charges recommended to the Participants pursuant to Section 7.03(b); provided, however, that such funds shall be used in the following order of priority:

- (a) **First**, for funding of operating and maintenance reserves and payment of principal of and interest on the Bonds, in accordance with Prudent Utility Practice;
- (b) **Second**, for redemption or defeasance of outstanding Bonds, if economically advantageous in the discretion of the Board of the PUA; and

(c) Third, for transfer to the Facilities Fund for payment of costs of any capital additions and improvements to the System, including reimbursement of any Participant for payment of such costs, upon request of such Participant and at the discretion of the Board of the PUA. At the discretion of the Board of the PUA, amounts on deposit in the Facilities Fund may be transferred to the Rate Stabilization Fund from time to time and used for any lawful purpose.

ARTICLE V

WATER MATTERS

Section 5.01 Title to Water. Title to the water delivered by the System shall be in the PUA.

Section 5.02 Access to Water Participants. Should any facilities, pipelines, or appurtenances owned by the PUA be installed in any street, alley, or public way within the jurisdiction of the Water Participants, as same are now constituted or as may hereafter be extended, the Water Participants hereby grant to the PUA the right, privilege and franchise of using such streets, alleys and public ways for the purposes of maintaining, operating, laying, repairing, or removing such facilities, pipelines, and appurtenances.

Section 5.03 Easements. The Water Participants hereby agree to grant to the PUA such easements as may be reasonably necessary for the purposes of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing water facilities upon, over, across and through the Water Participants' property and giving to the PUA, and its successors and assigns, all of the rights and benefits necessary or appropriate for the full enjoyment and use of the easement, including but without limiting the same to the free right of ingress and egress to and from the Water Participants' property. Such rights shall be subject to applicable ordinances and regulations of the Participants.

Section 5.04 Lake Pointe Preserve. Notwithstanding anything to the contrary contained herein, access, use, placement, construction, operation, repair, maintenance, rebuilding, replacement, relocation, or removal of any PUA facilities (collectively the "Preserve Work") within the habitat conserved for the Golden-cheeked Warbler ("GCW") owned or managed by MUD 5 (the "Lake Pointe Preserve") must comply with Permit, PRT-782186, and the following related permit documents: Agreement with Respect to the Lake Pointe Habitat Conservation Plan (the "Implementing Agreement"), the Habitat Conservation Plan for the Lake Pointe Development ("HCP"), and the biological opinion issued by the U.S. Fish and Wildlife Service. Prior to any Preserve Work, the PUA shall receive written authorization from MUD 5 that the proposed Preserve Work is covered by the terms and conditions of the PRT-782186, the related permit documents, and the operation and maintenance provision of the Implementing Agreement, Section V.D.

Section 5.05 Cross-Utilization of Lines. Each Water Participant acknowledges that it may be necessary for certain of its transmission lines to be utilized in order for the PUA to transmit treated water to another Water Participant or other entity and each Water Participant hereby agrees to permit the PUA to so utilize its transmission lines in accordance with Section

5.02 and Section 5.03. In such case, the Water Participant involved agrees to inform the PUA of any special requirements with respect to pressure or other matters relating to the transmitting Water Participant's lines.

Section 5.06 Delivery Points. The PUA will deliver water to the Delivery Point(s) for each Water Participant at the location(s) depicted in Exhibit B.

Section 5.07 Quantity. During any period of time that the treated water produced by the System is insufficient to satisfy 100% of the needs of all Water Participants, then each Water Participant's proportionate share of the available treated water produced by the System shall be equal to each Participant's Proportionate Share of the Annual Payment as determined in Exhibit A.

Section 5.08 Other Contracts. The PUA shall not enter into contracts with other persons for the supply of water outside of its service area (as more fully described in Exhibit C) without the prior consent of Water Participants and any Water Participant may withhold its consent in its sole and absolute discretion. The Water Participants may not resell water that they purchase from the PUA to third party wholesalers without obtaining the written consent of the PUA and the other Water Participants. The Water Participants shall not enter into contracts with any entity other than the PUA for supply of water during the term of this Agreement.

Section 5.09 Quality. The water to be delivered by the PUA and received by the Water Participants shall be surface water produced from and treated by the System. Each of the Water Participants has satisfied itself that such water is suitable for its needs. The PUA and each of the Water Participants shall cooperate, each within its legal powers, in preventing possible pollution and contamination of the sources from which the water is obtained.

ARTICLE VI

WASTEWATER MATTERS

Section 6.01 Wastewater Flow. The PUA agrees to receive, transport and treat Wastewater of each Wastewater Participant, respectively, at its Point(s) of Entry in accordance with this Article. The PUA agrees to provide adequate facilities and processes to meet volume and peaking requirements of the Wastewater Participants as provided herein.

Section 6.02 Flow Rates.

A. Each Wastewater Participant agrees that during each Fiscal Year while the System is in operation, it shall be obligated to transport and discharge into the System at its respective Point(s) of Entry, all of the Wastewater which is generated and collected within its service area, subject to the restrictions hereinafter stated.

B. The total quantity of Wastewater discharge into the System shall never exceed the amount which the System is capable of receiving, treating, and disposing, unless approved by the PUA, subject to the terms and conditions to be established by the PUA. Notwithstanding the foregoing, no Wastewater Participant shall ever make any discharge into the System which

would cause the System to be overloaded or be in violation of its permits from the State and/or the United States of America.

C. Wastewater will be received into the System at the Point(s) of Entry for each respective Wastewater Participant, as shown on Exhibit B attached hereto and incorporated herein for all purposes, or at such other points of entry that may be established by mutual agreement between the PUA and Wastewater Participant, if such other points of entry are determined by the PUA to be economical and beneficial to the System.

Section 6.03 Access.

A. Each Wastewater Participant agrees to provide ingress and egress for PUA employees and agents to all its premises inside Wastewater Participants' service area to install, operate, inspect, test, and maintain facilities owned or maintained by PUA within corporate or jurisdictional limits of Wastewater Participant or to make such inspections or tests authorized by this Agreement.

B. The PUA agrees to provide ingress and egress for Wastewater Participant employees and agents to all premises under control of the PUA to install, operate, inspect, test, and maintain facilities, and read meters owned or maintained by Wastewater Participant.

Section 6.04 Resale. Wastewater Participants hereby agree not to accept and transport to their respective Point(s) of Entry any Wastewater from outside such Wastewater Participant's corporate boundaries or prescribed service area (as may be adjusted from time to time).

Section 6.05 Other Contracts. The PUA shall not enter into contracts with other persons for the treatment of Wastewater outside of its service area (as more fully described in Exhibit D) without the prior consent of Wastewater Participants and any Wastewater Participant may withhold its consent in its sole and absolute discretion. The Wastewater Participants shall not enter into contracts with any entity other than the PUA for treatment of Wastewater during the term of this Agreement.

ARTICLE VII

ANNUAL PAYMENTS COVENANTS

Section 7.01 Annual Estimate of Annual Payments. Not less than ninety (90) days prior to the beginning of each Fiscal Year, the PUA shall furnish to the Participants an estimate and schedule of the Annual Payments required to be paid by the Participants in such Fiscal Year.

Section 7.02 Annual Payments by the Participants. (a) Each of the Participants hereby agrees that it will make payments of its Proportionate Share of the Annual Payments to the PUA, or to the Trustee on behalf of the PUA, as provided in the Bond Resolution and in accordance with the procedures established in Section 4.03 hereof. If a Participant at any time disputes the amount to be paid by it to the PUA, deductions shall nevertheless promptly be made from such Participant's Account, but if it is subsequently determined by agreement or court decision that such disputed payments should have been less, or more, the PUA shall promptly revise the

charges for such Participant in such manner that a Participant will recover its overpayment or the PUA will recover the amount due it. The PUA shall pursue all legal remedies against the Participants to enforce and protect the rights of the PUA and the owners of the Bonds, and the Participants shall not be relieved of the liability to the PUA for the payment of all amounts which are due by them hereunder.

(b) The PUA shall redetermine the estimate and schedule of Annual Payments due in any Fiscal Year at any time during such Fiscal Year, as and to the extent deemed necessary or advisable by the PUA to accurately forecast the amount and date of Annual Payments to be made by the Participants, if (i) the PUA issues Bonds to refund any Bonds, (ii) actual interest rates on any variable interest rate Bonds differ from those projected by the PUA, or (iii) any other event occurs which results in an increase or decrease in the Annual Payments required to be made by the Participants in such Fiscal Year.

(c) If, during any Fiscal Year, the Annual Payment is redetermined in any manner as provided or required in this Section, the PUA will promptly furnish the Participants with an updated schedule of payments reflecting such redetermination.

(d) Notwithstanding anything herein to the contrary, no failure of the PUA to estimate, and no mistake by the PUA in any estimate of, the amount of or schedule for Annual Payments due from the Participants in any Fiscal Year shall relieve the Participants from (or defer) their absolute and unconditional obligation to make all Annual Payments in full when due.

Section 7.03 Source of Payment. (a) Each of the Participants represents and covenants that all payments to be made by them under this Agreement shall constitute reasonable and necessary "operating expenses" (as defined in Section 572.061(c), Local Government Code) of the Participants' Systems, but only to the extent of each Participant's Proportionate Share of the Annual Payment, and the Participants shall not be obligated to make any payments under this Agreement from any source other than the gross revenues of the Participants' Systems. Each of the Participants further represents that the governing bodies of the Participants have determined that the services to be provided by the System are absolutely necessary and essential to provide the water to the Water Participants and, with respect to the Wastewater Participants to treat the wastewater of the Wastewater Participants, contemplated by this Agreement.

(b) Each of the Participants agrees throughout the term of this Agreement to (i) implement such rates and charges for services to be supplied by such Participant's System as shall be set by the PUA as will produce gross revenues at all times during the term of this Agreement in an amount at least equal to all of the expenses of operation and maintenance of such Participant's System, including specifically its payments under this Agreement and (ii) fix and collect such rates and charges for services to be supplied by such Participant's System all other amounts as required by law and the provisions of the ordinances or resolutions authorizing the Participant's Utility Bonds, if any, or other obligations now or hereafter outstanding payable, in whole or in part, from the net revenues of such Participant's System, including the amounts required to pay all principal of and interest on such Participants Utility Bonds, if any, and other obligations. Each of the Participants further agrees throughout the term of this Agreement to fix

and collect such rates and charges for services to be supplied by such Participant's System sufficient to satisfy clause (i) above if the PUA shall for any reason fail to do so.

(c) No ad valorem tax revenues of any of the Participants shall be pledged to the payment of any amounts to be paid by the Participants to the PUA under this Agreement, nor shall the PUA have the right to demand payment of any amounts to be paid by the Participants under this Agreement be paid from funds raised or to be raised from ad valorem taxation from the Participants and the obligations under this Agreement shall never be construed to be a debt or pecuniary obligation of the Participants of such kind as to require the Participants to levy and collect an ad valorem tax to discharge their obligations.

Section 7.04 Installment Payments. Each Participant hereby acknowledges and agrees that the Annual Payments due hereunder initially include the Installment Payments owed by the PUA to the LCRA pursuant to the Purchase Contract. Each Participant further acknowledges and agrees that upon issuance of each series of Bonds hereunder and application of the proceeds thereof by the PUA to payment of Installment Payments under the Purchase Contract, (i) the amount of the Annual Payments owed by the Participants hereunder will be reduced by the amount of the Installment Payments funded by such series of Bonds, and (ii) the amount of the Annual Payments owed by the Participants hereunder will be increased by the amount of the Bond Payment related to such series of Bonds.

Section 7.05 Annual Budgeting by the Participants. The Participants shall make provision in each of their annual budgets and shall appropriate an amount sufficient, at a minimum, for the payment of all amounts required to be paid by the Participants under this Agreement.

Section 7.06 Revenue Sources Pledged. Each of the Participants hereby pledges the gross revenues of such Participant's System to the payment of its obligations under this Agreement and recognizes that the PUA will, and authorizes the PUA to, pledge the Annual Payments owing to it by the Participants under this Agreement to the payment of the Installment Payments and the Bonds. The PUA agrees to make the payments for the Installment Payments and Bonds when and as required by the Purchase Contract, the Bond Resolution and this Agreement, from Annual Payments made by the Participants. The PUA and the Participants hereby agree and acknowledge that, pursuant to and in accordance with the PUA Act, the Installment Payments payable to LCRA pursuant to the Purchase Contract constitute an operating and maintenance expense of the PUA and a first lien on the revenues of the PUA, payable prior to payment of principal of and interest on the Bonds.

Section 7.07 General Covenants. Each Participant further represents, covenants and agrees that in accordance with and to the extent permitted by law:

(a) **Performance.** It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in each ordinance or resolution authorizing the issuance of its Participants Utility Bonds, if any; and it will, at the time and in the manner prescribed, deposit or cause to be deposited the amounts required to be deposited into the fund and accounts created by said ordinances or resolutions, but only

from and to the extent of the sources of funds and after satisfaction of all prior obligations described therein.

(b) Legal Formation and Existence. It is duly created and existing under the laws of the State and is duly authorized under the laws of the State to enter into this Agreement; that all action on its part for the execution and delivery of this Agreement has been duly and effectively taken; and that this Agreement is a valid and enforceable special obligation of the Participants in accordance with its terms.

(c) Title. It has or will obtain lawful title, whether such title is in fee or lesser interest, to the lands, buildings, structures, and facilities constituting such Participant's System; it will defend the title to all the aforesaid lands, buildings, structures, and facilities, and every part thereof against the claims and demands of all persons whomsoever, and it is lawfully qualified to pledge the gross revenues of such Participant's System to the payment of the payments required by this Agreement in the manner prescribed herein, and has lawfully exercised such rights.

(d) Liens. It will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon such Participant's System; it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the lien granted hereunder shall be fully preserved in the manner provided herein; and it will not create or suffer to be created any mechanic's, laborer's, materialman's, or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the lien hereof might or could be impaired; provided however, that no such tax, assessment, or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's, or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by such Participant.

(e) Books, Records, and Accounts. The PUA shall keep proper books, records, and accounts separate and apart from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to each Participant's System, and shall cause said books and accounts to be audited annually as of the close of each Fiscal Year by the Accountant. Such annual audit report shall be open to the inspection of the Trustee, if any, and the owners of the Bonds at all reasonable times. At the request of a Participant, the PUA shall allow such Participant to audit such books, records, and accounts at any reasonable time and from time to time.

(f) Insurance.

(1) Except as otherwise permitted in clause (2) below, it shall cause to be insured such parts of the Participant's System as would usually be insured by corporations operating like properties, with a responsible insurance company or companies, against risks, accidents, or casualties against which and to the extent

insurance is usually carried by corporations operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless counsel to the Participant gives a written opinion to the effect that the Participant is not liable for claims which would be protected by such insurance. At any time while any contractor engaged in construction work shall be fully responsible therefor, the Participants shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the PUA at all reasonable times.

(2) In lieu of obtaining policies for insurance as provided above, the Participants may self-insure against risks, accidents, claims, or casualties described in clause (1) above.

(3) The annual audit hereinafter required shall contain a section commenting on whether or not the Participant has complied with the requirements of this Section with respect to the maintenance of insurance, and listing the areas of insurance for which the Participant is self-insuring, all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(g) Governmental Agencies. It will comply with all of the terms and conditions of any and all franchises, permits, and authorizations applicable to or necessary with respect to such Participant's System, and which have been obtained from any governmental agency; and each Participant has or will obtain and keep in full force and effect all franchises, permits, authorizations, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of such Participant's System.

(h) No Competition. To the extent permitted by law, it will not grant any franchise or permit for the acquisition, construction, or operation of any competing facilities which might be used as a substitute for such Participant's System's facilities, and, to the extent permitted by law, each Participant will prohibit any such competing facilities.

(i) Rights of Inspection. The PUA, the Trustee, and the owners of 10% or more in principal amount of the Bonds of any series shall have the right at all reasonable times to inspect each Participant's System and all records, accounts, and data of the Participant relating thereto, and upon request each Participant shall furnish to the PUA, the Trustee, and such owners of Bonds such financial statements, reports, and other information relating to the Participant and such Participant's System as any such person may from time to time reasonably request.

(j) Sale, Lease, or Disposal of Property by the Participants. No part of the Participant's System shall be sold, leased, mortgaged, demolished, removed, or otherwise disposed of, except as follows:

(1) To the extent permitted by law, a Participant may sell or exchange at any time and from time to time any property or facilities constituting such Participant's System only if (i) it shall determine such property or facilities are not useful in the operation of such Participant's System, or (ii) the proceeds of such are \$250,000 or less, or it shall have received a certificate executed by the Authorized Representative stating, in their opinion, that the fair market value of the property or facilities exchanged is \$250,000 or less, or (iii) if such proceeds or fair market value exceeds \$250,000 it shall have received a certificate executed by the Authorized Representative stating in their opinion, that the sale or exchange of such property or facilities will not impair the ability of such Participant to comply during the current or any future year with the provisions of this Agreement. The proceeds of any such sale or exchange not used to acquire other property necessary or desirable for the safe or efficient operation of such Participant's System shall forthwith, at the option of such Participant, be used as provided in the ordinances or resolutions its Participants Utility Bonds, if any.

(2) To the extent permitted by law, a Participant may lease or make arrangements for the use of, or grant easements or other rights with respect to, any part of its portion of the Participant's System, provided that any such arrangement, easement or right (i) does not impede the operation by the PUA of the System and (ii) does not in any manner impair or adversely affect the rights or security of the PUA under this Agreement; and provided, further, that if the depreciated cost of the property to be covered by any such arrangement, easement, or other right is in excess of \$500,000, the PUA shall have received a certificate executed by the Authorized Representative that the action of the Participant with respect thereto does not result in a breach of the conditions under this subsection (2). Any payments received by a Participant under or in connection with any such arrangement, easement or right in respect of the Participant's System or any part thereof shall constitute gross revenues of the Participant's System.

ARTICLE VIII

CONTINUING DISCLOSURE

Section 8.01 Annual Reports. Following the issuance of Bonds of any series, the offer or sale of which is not exempt from the Rule and, until the Participants are no longer obligated, contingently or otherwise, to make Annual Payments in respect of the Bonds of such series, the Participants undertake to and shall provide annually to the MSRB, within six months after the end of each Fiscal Year, (1) financial information and operating data of the general type included in the Sale and Offering Documents for the Bonds of such series, and (2) audited general purpose financial statements of the Participants, if then available. Any financial statements so to be

provided shall be (1) prepared in accordance with generally accepted accounting principles for governmental agencies or such other accounting principles as the Participants may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Participants commission an audit of such statements and the audit is completed within the period during which it must be provided. If the audit of such financial statements is not complete within such period, then the Participants shall provide unaudited financial statements within the required period, and shall provide audited financial statements for the applicable Fiscal Year to the MSRB, when and if the audit report on such statements become available.

If the Participants change their Fiscal Year, they will notify the Trustee and the MSRB in writing of the change (and of the date of the new Fiscal Year end) prior to the next date by which the Participants otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be incorporated by specific reference to any document or specific part thereby (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC. Copies of such information and operating data shall be furnished to the PUA at the same time the information and data are furnished to the MSRB.

Section 8.02 Certain Event Notices.

(a) The following are events which the PUA must agree to disclose in a timely manner (not to exceed ten (10) business days) pursuant to the Rule:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;

- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the PUA or a Participant;
- (13) The consummation of a merger, consolidation, or acquisition involving the PUA or a Participant or the sale of all or substantially all of the assets of the PUA or a Participant other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional Trustee or the change of name of Trustee, if material.

(b) For the purposes of the event identified in clause (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the PUA or a Participant in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the PUA or a Participant, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the PUA or a Participant.

(c) The Participants shall, promptly after obtaining actual knowledge of the occurrence of any of the events enumerated in (a) above, notify the PUA of such event and provide all information in the format required to satisfy the requirements of the Rule. Further, the Participants shall provide, in a timely manner (not to exceed ten (10) business days), notice of any failure by the Participants to provide audited financial statements, financial information, and operating data in accordance with Section 8.01 hereof to the MSRB.

Section 8.03 Limitations, Disclaimers, and Amendments. The Participants shall be obligated to observe and perform the covenants specified in this Article in respect of the Bonds of any series for so long as, but only for so long as, the Participant remains an "obligated person" with respect to the Bonds of such series within the meaning of the Rule, except that the

Participants in any event will give notice of any deposit made in accordance with the Bond Resolution that causes Bonds of such series no longer to be outstanding.

The provisions of this Article are for the sole benefit of (and may be enforced by) the owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Participants undertake to provide only the financial information, operating data, financial statements, and notices which they have expressly agreed to provide pursuant to this Article and do not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Participants' financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Participants make no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE PARTICIPANTS BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE PARTICIPANTS WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Participants in observing or performing its obligations under this Article shall comprise a breach of or default under this Agreement for purposes of any other provision of this Agreement.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the PUA or the Participants under federal and state securities laws.

The provisions of this Article may be amended by the PUA and the Participants from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the PUA or the Participants, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds of the applicable series in the primary offering of the Bonds of such series in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances, and (2) either (a) the owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Agreement that authorizes such an amendment) of the outstanding Bonds of each such series affected consent to such amendment or (b) an entity that is unaffiliated with the PUA or the Participants (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the owners and beneficial owners of the Bonds of such series and is permitted by the terms of the Article. If the PUA and the Participants so amend the provisions of this Article in connection with the financial or operating data which the Participants are required to disclose under Section 8.01 hereof, the Participants

shall provide a notice of such amendment to be filed in accordance with Section 8.02(b) hereof, together with an explanation, in narrative form, of the reason for the amendment and the impact of any change in the type of financial information or operating data to be so provided. The PUA and the Participants may also amend or repeal the provisions of this Article if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

ARTICLE IX

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Section 9.01 Compliance with Federal, State and Local Laws. In addition to the provisions of Section 10.08 hereof, this Agreement is subject to all applicable federal and State laws and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having or asserting jurisdiction. This Agreement is specifically subject to the rules of the TCEQ and the PUA shall have the right to terminate this Agreement upon the Participants' noncompliance with the rules promulgated by the TCEQ. Pursuant to those rules the parties will comply with Section 9.02.

Section 9.02 Recordkeeping and Reporting. The Participants and the PUA shall maintain records on site for a period of five (5) years. Records to be maintained by the PUA include: (i) copies of notifications made to the TCEQ concerning water projects; (ii) as applicable, copies of contracts made with each Water Participant; (iii) records of volume of water delivered to each Water Participant per delivery; (iv) water quality analyses.

The foregoing requirements of this Article IX shall be amended as necessary to comply with the rules of the TCEQ.

All costs of compliance with the rules of the TCEQ shall be paid by the PUA, but such costs shall be considered an Operation and Maintenance Expense.

ARTICLE X

GENERAL PROVISIONS

Section 10.01 Participation by the Parties. The PUA and each of the Participants each represents to the others that it is empowered by law to participate in the acquisition and financing of the System, and to execute this Agreement and other agreements and documents as are or may hereafter be required to accomplish the same; and that its participation in the System and execution of this Agreement have been duly authorized by action of its governing body at a meeting conducted in accordance with the Texas Open Meetings Act, as amended, Chapter 551, Texas Government Code. The PUA and each of the Participants agree to furnish to the other such documentation or evidence of its authority to so participate and execute the contracts and other agreements as the other party may reasonably request, and to take and perform such other

and further actions and execute such other agreements and documents as may be reasonably required to carry out the provisions of this Agreement.

Section 10.02 Insurance. (a) The PUA agrees to carry public liability insurance on the System for purposes and in amounts which ordinarily would be carried by a privately owned utility company owning and operating such facilities, except that the PUA shall not be required to carry liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of the PUA's legal counsel, be potentially liable considering relevant governmental immunities of the Participants and the PUA. The PUA shall also carry property casualty insurance in the amount of the replacement value of all improvements and personal property connected with the System (less a deductible comparable to the deductible on the Participants' property insurance for Participants property generally).

All premiums for such insurance shall constitute an Operation and Maintenance Expense of the System. In the event the PUA is required to pay a deductible with respect to a claim under any such policy, the amount of such deductible shall constitute an Operation and Maintenance Expense.

(b) The PUA shall require any contractor or contractors employed for construction of the System to carry insurance coverages throughout the construction period in at least the following amounts: (1) workers' compensation: State law limits; (2) general liability (including contractual liability) and automobile liability: one hundred thousand dollars (\$100,000) per person and per occurrence for bodily injury and one hundred thousand dollars (\$100,000) for property damage; (3) builder's risk: full replacement value of improvements; (4) performance and payment bond: full value of contract; (5) cost overrun insurance; and (6) timely completion insurance. The Participants shall be furnished with a certified copy of such effective policy of insurance prior to commencement of construction. Such insurance policies shall name the PUA and the Participants as additional insureds, and the PUA shall be provided with a certificate of insurance showing the required coverages and providing that the policies may not be canceled, changed, or not renewed until the PUA has been given thirty (30) days prior written notice of such event.

(c) The insurance required by this section may be modified by written agreement of the Participants and the PUA, in accordance with good business practice. The parties can agree to substitute an owner controlled insurance program for any of the above specified insurance requirements.

Section 10.03 Force Majeure. If by reason of Force Majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, other than the obligation of the Participants to make the payments required under Sections 4.03 and 4.04 of this Agreement, then if such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God,

strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, blue northerns, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, inability on the part of the PUA to deliver water for any reason, or on account of any other causes not reasonably within the control of the party claiming such inability.

Section 10.04 Unconditional Obligation to Make Payment. Recognizing the fact that the Participants urgently require the facilities and services of the System, and that such facilities and services are essential and necessary for actual use and for standby purposes, and recognizing the fact that the Annual Payments to be received from each of the Participants will be the sole source of funds available to the PUA and the Trustee to pay the Bonds, and recognizing the fact that purchasers of Bonds will rely on the obligation of the Participants to make Annual Payments in accordance with the provisions of this Agreement, each of the Participants hereby waives all rights of set-off, recoupment, counterclaim, suspension, deferment, reduction, and amendment, with respect to making the Annual Payments against the PUA, the Trustee, and any other direct or indirect recipients of Annual Payments, and the Participants agree that, if the Bonds are issued, they shall be unconditionally obligated to pay the Annual Payments as provided and determined by this Agreement, regardless of whether or not the PUA actually acquires, the System or breaches any obligation on its part hereunder, and whether or not the Participants actually use the System, whether due to Force Majeure or any other reason whatsoever, regardless of any other provisions of this Agreement, any other contract or agreement between any of the parties hereto. This covenant by each of the Participants shall be for the benefit of and enforceable by the owners of the Bonds, the Trustee and/or the PUA.

By entering into this Agreement and performing its obligations under any Section of this Agreement, the Participants do not release any persons from or waive any claims against such persons that the Participants may have resulting from actions by such persons contrary to that person's legal obligations.

Section 10.05 Term of Contract. This Agreement shall be effective from and after its date, and shall continue in full force and effect until the principal of and interest on all Bonds shall have been paid or provision for the payment of all of the Bonds has been made in accordance with the terms of the Bond Resolution (by legal defeasance or otherwise). When the principal of and interest on all Bonds shall have been paid or provision for the payment of all of the Bonds has been made in accordance with the terms of the Bond Resolution (by legal defeasance or otherwise) and all amounts owed to the PUA, the Trustee, or any other person hereunder have been paid, all money held by the Trustee or the PUA pursuant to the terms of the Bond Resolution shall be paid to the PUA.

Section 10.06 Modification. No change, amendment, or modification of this Agreement shall be made or be effective which will affect adversely the prompt payment when due of all money required to be paid by the Participants under the terms of this Agreement and no such

change, amendment, or modification shall be made or be effective which would cause a violation of any provisions of any Bond Resolution.

Section 10.07 Addresses and Notice. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to the other parties must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the PUA:	West Travis County Public Utility Agency 12215 Bee Cave Road Bee Cave, TX 78738 Attn: General Manager
With a copy to:	Lauren Kalisek Lloyd Gosselink Rochelle & Townsend, P.C. 816 Congress Ave Suite 1900 Austin, Texas 78701
If to the County:	Judge Bert Cobb, M.D. (or successor) Hays County Judge 111 E. San Antonio St., Suite 300 San Marcos, TX 78666
with copy to:	Mark Kennedy (or successor) A.D.A. - Chief - Civil Division 712 S. Stagecoach Trail, Suite 2057 San Marcos, TX 78666
If to the City:	Frank Salvato, City Administrator 4000 Galleria Parkway Bee Cave, Texas 78738
If to MUD 5:	President, Board of Directors West Travis County Municipal Utility District No. 5 P.O. Box 150068 Austin, Texas 78715

The PUA and the Participants hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other parties.

Section 10.08 State or Federal Laws, Rules, Orders, or Regulations. This Agreement is subject to all applicable federal and State laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction and the Participants and the PUA represent that, to the best of their knowledge, no provisions of any applicable federal or State law, nor any permit, ordinance, rule, order, or regulation of either party will limit or restrict the ability of either party to carry out their respective obligations under or contemplated by this Agreement.

Section 10.09 Severability. The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Agreement or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Agreement or the application of such actions, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

Section 10.10 Remedies Upon Default. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by any party hereto and shall be cumulative. Recognizing that failure in the performance of the Participants' obligations hereunder could not be adequately compensated in money damages alone, each of the Participants agrees in the event of any default on its part that the PUA and the owners of the Bonds as third-party beneficiaries shall have available to them the remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available to them. Notwithstanding anything to the contrary contained in this Agreement, any right or remedy or any default hereunder, except the right of the PUA to receive the Annual Payments and the provisions of Section 2.11 hereof, which shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of such default. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto or of the performance by any other party of any duty or obligation hereunder shall be deemed a waiver thereof in the future, nor shall any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 10.11 Venue. All amounts due under this Agreement, including, but not limited to, payments due under this Agreement or damages for the breach of this Agreement, shall be paid and be due in Travis County, Texas, which is the County in which the principal administrative offices of the PUA are located. It is specifically agreed among the parties to this Agreement that Travis County, Texas, is the place of performance of this Agreement; and in the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Travis County, Texas.

Section 10.12 Statutory Authority. In entering into this Agreement and performing all duties and obligations hereunder, the Participants and the PUA exercise their authority under and in accordance with the State Constitution and laws including, but not limited to, the PUA Act, Chapters 552 and 562, Local Government Code; Chapters 791 and 1502, Texas Government Code, as amended, and all other laws which may authorize this Agreement, all of which provisions and laws, cited or not cited herein, shall cumulatively provide the authority for this Agreement.

Section 10.13 Indemnification. FOR SO LONG AS THE BONDS ARE OUTSTANDING AND UNPAID, AND ALSO WITH RESPECT TO ANY CLAIM THAT MAY ARISE OUT OF THE OFFER AND SALE OF THE BONDS OF ANY SERIES OR THE ALLEGED MISSTATEMENT OR OMISSION OF A MATERIAL FACT IN OR FROM ANY SALE AND OFFERING DOCUMENT RELATING TO ANY PARTICIPANT USED IN CONNECTION THEREWITH, TO THE EXTENT PERMITTED BY LAW, EACH PARTICIPANT AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE PUA, AND THE OTHER PARTICIPANTS, ITS OFFICERS, DIRECTORS, AGENTS, FINANCIAL ADVISORS, ATTORNEYS, AND EMPLOYEES, AND THE UNDERWRITERS OF ANY SUCH OFFERING AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, AND ALL PERSONS WHO CONTROL THE SAME WITHIN THE MEANING OF THE FEDERAL SECURITIES LAWS, FROM AND AGAINST ALL CLAIMS THAT MAY ARISE AS A RESULT OF ANY UNDERTAKING, ACT, OR OMISSION, WHETHER NEGLIGENT OR NOT, WHICH IS DONE OR OMITTED TO BE DONE BY THE PARTICIPANTS OR ANY OF THEIR OFFICERS, COUNCILMEN, AGENTS, ATTORNEYS, AND EMPLOYEES, RELATING TO THE SYSTEM OR PROVIDING INFORMATION FOR INCLUSION IN THE SALE AND OFFERING DOCUMENTS. IF ANY SUCH CLAIM IS BROUGHT AGAINST ANY SUCH INDEMNIFIED PERSON, THE PARTICIPANTS SHALL PAY ALL COSTS INCURRED BY SUCH PERSON IN DEFENDING AND (SUBJECT TO APPLICABLE RULES OF ATTORNEY CONDUCT) MAY CONTROL THE DEFENSE OF SUCH CLAIM.

Section 10.14 Agreement not for Benefit of Third Parties. This Agreement is made for the exclusive benefit of the Participants, the PUA, the Trustee, the owners of the Bonds, the underwriters of any offering of and remarketing agent and tender agent, if any, for any Bonds, and their respective successors and assigns herein permitted, and not for any third party or parties other than the PUA (including its officers, directors, employees, agents, and attorneys), the Trustee, the owners of the Bonds, the Participants, the underwriters of any offering of and remarketing agent and tender agent, if any, for any Bonds, the other persons indemnified by

Section 10.13 hereof, and their respective successors and assigns herein permitted, any rights or remedies under or by reason of this Agreement.

Section 10.15 Succession and Assignment. This Agreement is binding on and inures to the benefit of the parties hereto and their respective successors, representatives, and assigns. This Agreement may not be assigned by either party hereto without (i) complying with any provisions relating to the right of the parties to assign this Agreement contained in the Bond Resolution and (ii) prior written notice to and approval by the other parties, which consent may be withheld without cause. The provisions of this Section do not affect the assignment of the PUA's rights under this Agreement to the Trustee pursuant to the Bond Resolution.

Section 10.16 Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Agreement for all purposes and are adopted as a part of the judgment and findings of the PUA and the Participants.

Section 10.17 PUA as Independent Contractor. As among the parties, the PUA shall be solely responsible for the operation of the System to produce, withdraw, divert, obtain, treat, and transport water to the Water Participants and to collect, transport, treat and dispose of sewage received from the Wastewater Participants pursuant to this Agreement (except to the extent the PUA and the Participants enter into agreements for the Participants to operate parts of the System); and the PUA shall be an independent contractor of the Participants in the operation of the System.

Section 10.18 Financing Statement. Each of the Participants agrees at the request of the PUA they shall execute a financing statement in a form satisfactory to the PUA and meeting the requirements of the Texas Uniform Commercial Code to perfect any security interest created hereby. The Participants further agree to execute such continuation statements or other documents as may be necessary to maintain any such security interest.

Section 10.19 Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the matters described herein.

Section 10.20 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State, and the obligations, rights, and remedies of the parties hereunder shall be determined in accordance with such laws without reference to the laws of any other state or jurisdiction, except for applicable federal laws, rules, and regulations.

Section 10.21 Counterparts. This Contract may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

Section 10.22 Additional Bonds. In addition to the Bonds issued to finance the payment of the Installment Payments, the PUA may issue additional bonds from time to time for the benefit of the System at the discretion of the Board.

Section 10.23 PUA Rules and Regulations. The Participants hereby acknowledge and agree that the PUA will adopt rules and regulations from time to time for the efficient operation of the System in accordance with Prudent Utility Practice. The Participants shall be bound by all such rules and regulations and shall participate with the PUA as necessary to enforce such rules and regulations.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed to be effective as of the Effective Date.

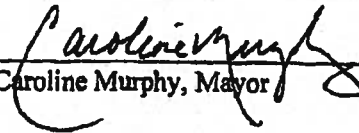
WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY

By: Larry Fox
Larry Fox, President
Board of Directors

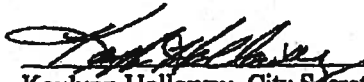
Attest:

Ray Whisenant Jr.
Ray Whisenant, Secretary
Board of Directors

CITY OF BEE CAVE, TEXAS

By: 
Caroline Murphy, Mayor

Attest:


Kaylynn Holloway, City Secretary



HAYS COUNTY, TEXAS

By: Bert Cobb
Bert Cobb, Hays County Judge

Attest:

Liz Q. Gonzalez
Liz Q. Gonzalez, Hays County Clerk

S-3

WEST TRAVIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 5

Attest:



Steve Leon, Secretary
Board of Directors

By: 

Larry Fox, President
Board of Directors

EXHIBIT B-1

**CITY OF BEE CAVE WATER DISTRIBUTION COMPONENTS
AND POINT OF DELIVERY**

B-1

EXHIBIT B-2

**CITY OF BEE CAVE WASTEWATER COLLECTION COMPONENTS
AND POINT OF ENTRY**

B-2

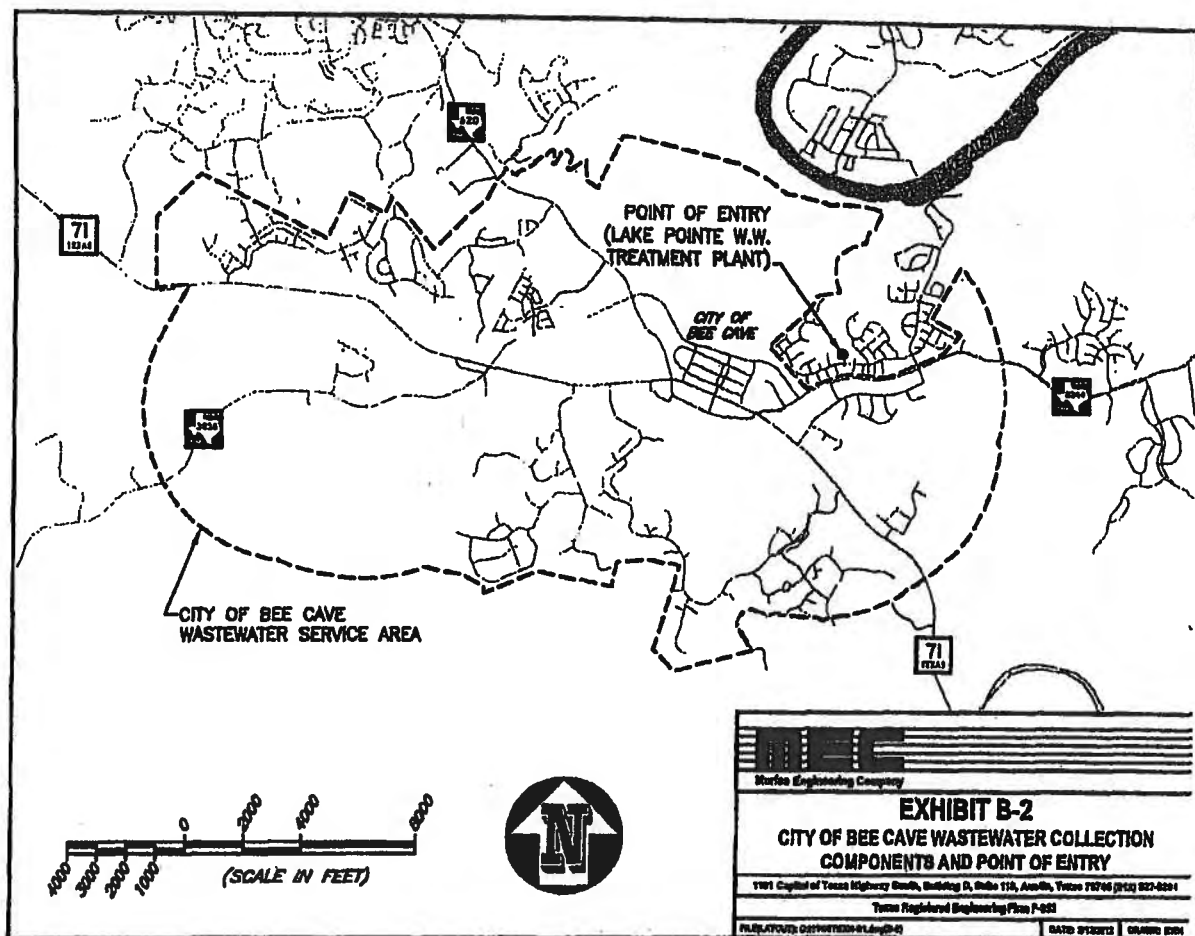


EXHIBIT B-3

**WEST TRAVIS COUNTY MUD NO. 5 WATER DISTRIBUTION COMPONENTS
AND POINT OF DELIVERY**

B-3

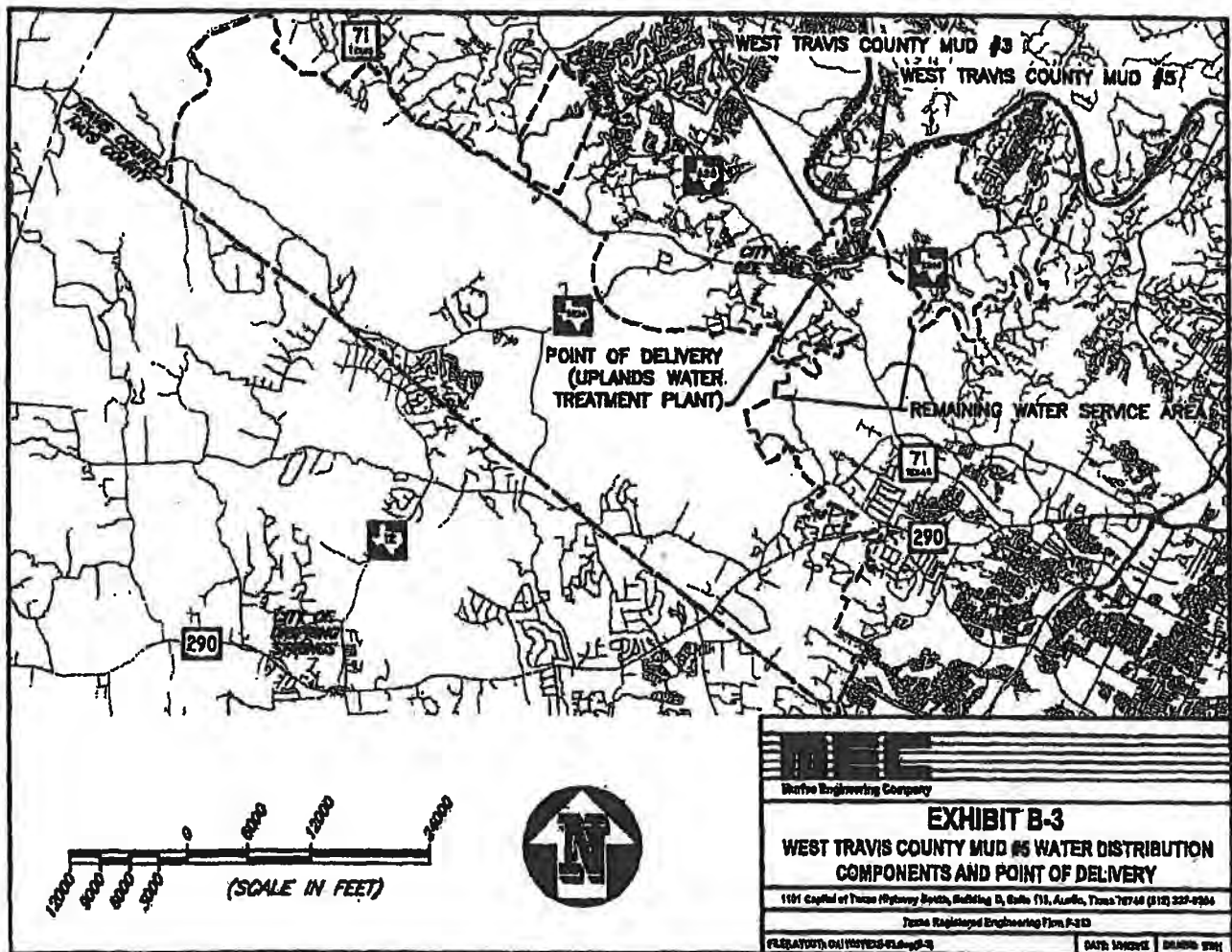


EXHIBIT B-4

**WEST TRAVIS COUNTY MUD NO. 5 WASTEWATER COLLECTION
COMPONENTS AND POINT OF ENTRY**

B-4

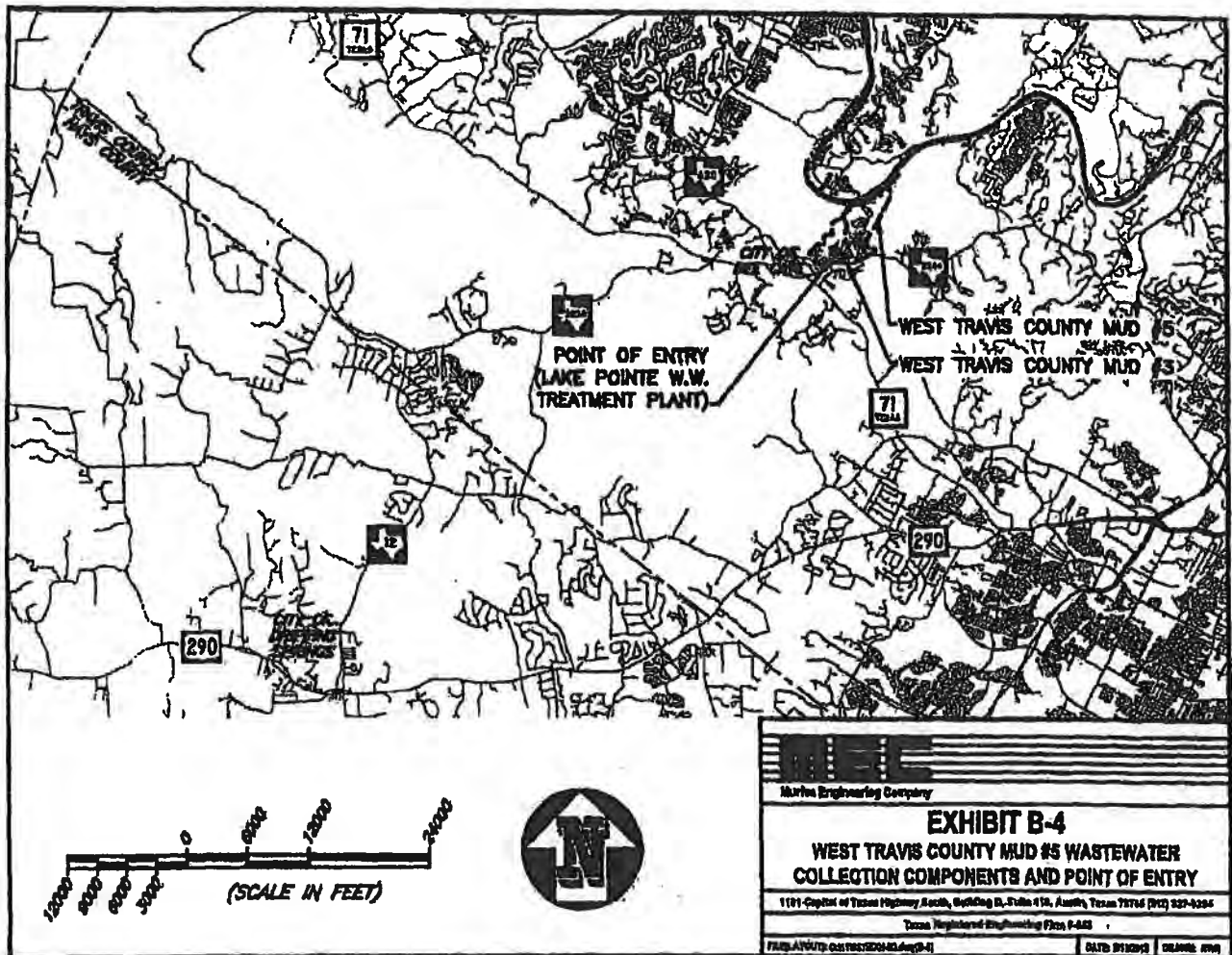


EXHIBIT B-5

**HAYS COUNTY WATER DISTRIBUTION COMPONENTS
AND POINT OF DELIVERY**

B-5

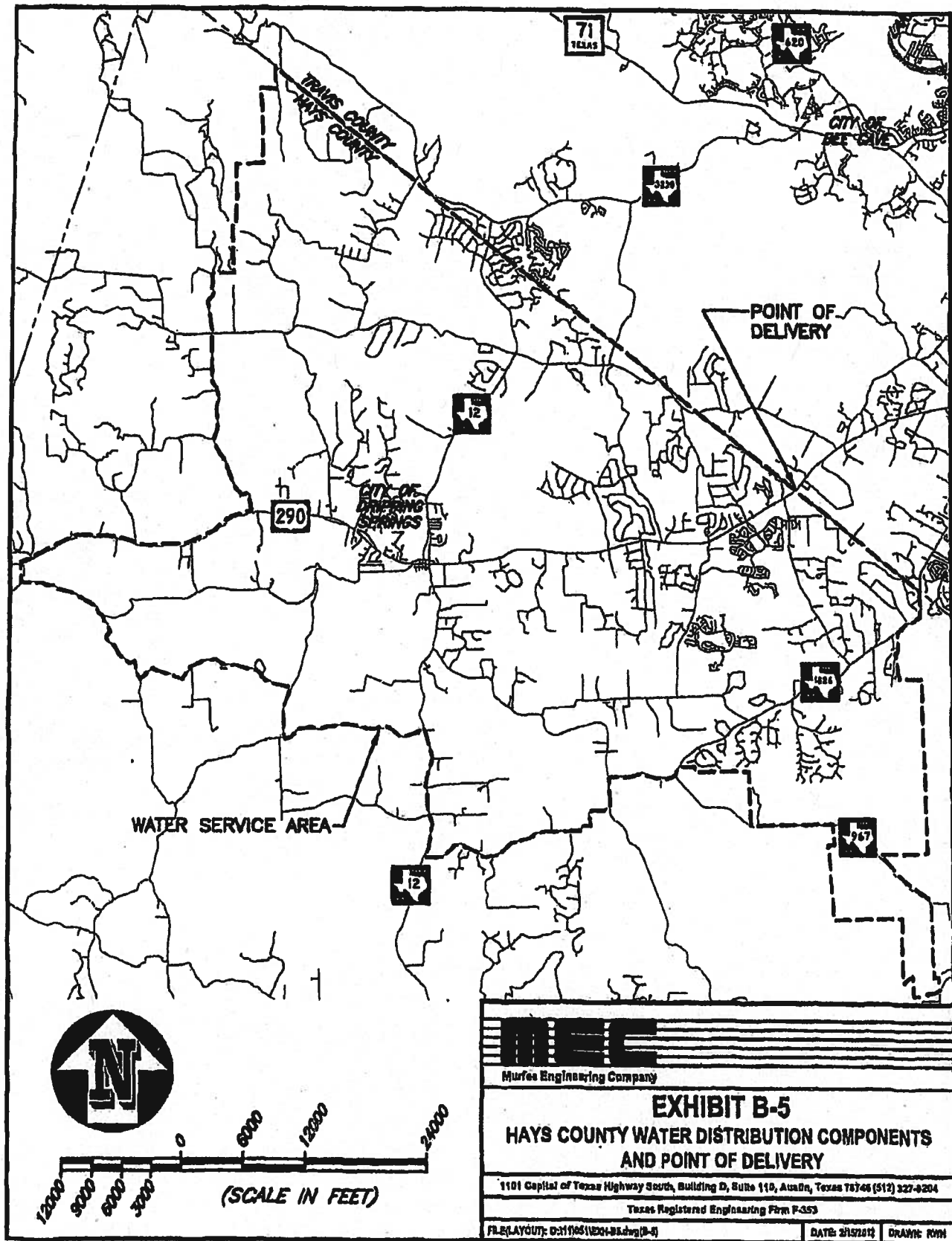


EXHIBIT C

PUA WATER SERVICE AREA

C-1

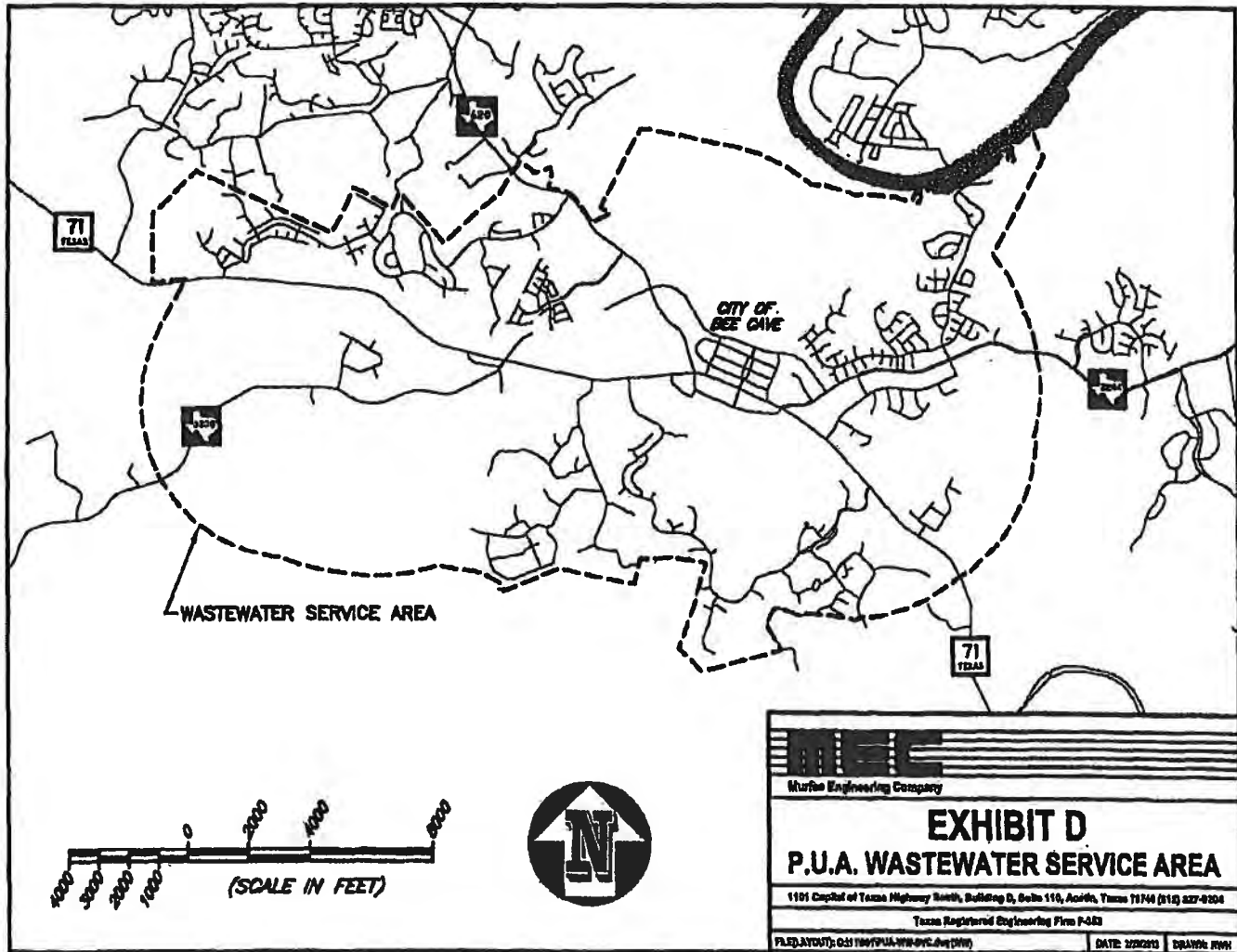
EXHIBIT D

PUA WASTEWATER SERVICE AREA

D-1

150

236



 MCE Murfin Engineering Company	
EXHIBIT D P.U.A. WASTEWATER SERVICE AREA	
1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746 (512) 327-9204	
Texas Registered Engineering Firm P-683	
FILED BY: GSI 100/PUA-WW-SVC.dwg (DWG)	DATE: 2/28/2013 DRAWN: RWH

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 specifications for RFP 2022-P08 HVAC - Maintenance and Repair Services, Jail and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 12, 2022	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Hays County, Texas ("County") is seeking a well-qualified firm(s) to provide comprehensive heating ventilation-air conditioning HVAC maintenance and repair services for all the Hays County Jail buildings: Jail, Jail Maintenance shop, and the Training Building. The work will include the provision of a total preventative maintenance program including, but not limited to the inspection, preventative maintenance, repair, programming and other tasks and services necessary to insure safe, well maintained HVAC systems.

Attached:

RFP 2022-P08 HVAC - Maintenance and Service Repairs, Jail

Attachment A: HVAC Repair Service, Jail - Fee Schedule

Attachment B: HVAC Preventative Maintenance, Jail - Fee Schedule

Attachment C: Hays County Preventative Maintenance Guides



SOLICITATION, OFFER AND AWARD

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

Solicitation No.:

RFP 2022-P08 HVAC – Maintenance & Repair Services, Jail

Date Issued: April 14, 2022**SOLICITATION**

Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

12:00 p.m. local time May 5, 2022.**Proposals received after the time and date set for submission will be returned unopened.**

For information please email:
purchasing@co.hays.tx.us

Questions concerning this RFP must be
received in writing no later than 5:00
on April 25, 2022.

Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.**Respondent**

Entity Name:
Mailing Address:

Respondent's Authorized Representative

Name:
Title:
Email Address:
Phone No.:

Signature:

Date:

Name, Email Address and Phone No. of
person authorized to conduct
negotiations on behalf of Respondent:

NOTICE OF AWARD (To be completed by County)

Funding Source:

Awarded as to item(s):

Contract Amount:

Vendor:

Term of Contract:

This contract issued pursuant to award
made by Commissioners Court on:

Date:

Agenda Item:

**Important: Award
notice may be made
on this form or by
other Authorized
official written notice.**

Hays County Judge_____
Date_____
Hays County Clerk_____
Date

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I. RFP Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

- ___ 1. Solicitation, Offer and Award Form completed and signed, and Proposal
- ___ 2. Attachment A: HVAC Repair Service, Jail – Fee Schedule
- ___ 3. Attachment B: HVAC Preventative Maintenance, Jail – Fee Schedule
- ___ 4. Vendor Reference Form

Required Forms by Hays County:

- ___ 1. Conflict of Interest Questionnaire completed and signed
- ___ 2. Code of Ethics signed
- ___ 3. HUB Practices signed
- ___ 4. House Bill 89 Verification signed and notarized
- ___ 5. Senate Bill 252 Certification
- ___ 6. Debarment & Licensing Certification signed and notarized
- ___ 7. Vendor/Bidder's Affirmation completed and signed
- ___ 8. Federal Affirmations and Solicitation Acceptance
- ___ 9. Related Party Disclosure Form
- ___ 10. System for Award Management (www.SAM.gov) Entity Registration Page
- ___ 11. Any addenda applicable to this solicitation

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

- ___ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to:
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666

OR

- ___ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666

II. Summary

1. **Type of Solicitation:** Request for Proposal (RFP)
2. **Solicitation Number:** RFP 2022-P08
HVAC – Maintenance & Repair Services, Jail
3. **Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
4. **Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope
One (1) Original and one (1) digital copy on a thumb drive, or
Electronic Bid packets can be submitted through BidNet Direct and one (1) hard copy is required to be received.
5. **Deadline for Responses:** In issuing office no later than:
May 5, 2022; 12:00 p.m. Central Time (CT)
6. **Initial Contract Term:** June 2022 – May 2023
7. **Optional Contract Terms:** option to renew for three (3) additional one (1) year terms
8. **Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
9. **Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than April 25, 2022; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents.

The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

10. Addenda

Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal submission.

11. Contact with County Staff:

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

Anticipated Schedule of Events

April 14, 2022	Issuance of RFP
April 25, 2022	Deadline for Submission of Questions (5:00 PM CT)
May 5, 2022	Deadline for Submission of Proposals (11:00 AM CT) Late proposals will not be accepted.
June 2022	Anticipated contract award date

III. Specifications

A. Introduction

Hays County, Texas ("County") is seeking a well-qualified firm(s) to provide comprehensive heating ventilation-air conditioning HVAC maintenance and repair services for all the Hays County Jail buildings: Jail, Jail Maintenance shop, and the Training Building. The work will include the provision of a total preventative maintenance program including, but not limited to the inspection, preventative maintenance, repair, programming and other tasks and services necessary to insure safe, well maintained HVAC systems.

B. Scope of Work

All work shall be accomplished in strict accordance with specifications set forth herein, and all applicable state, county and local laws, codes and ordinances. In addition, without exception, the contractor shall comply with the letter and intent of all EPA, OSHA, and any other pertinent federal regulations and laws concerning the work specified herein.

1. Contractor Responsibility:

- The contractor shall provide staff that is certified and proficient in the complete maintenance and repair of make-up-air units, ventilation fans, air handlers, compressors, and a variety of HVAC units. Additionally, service levels shall provide the ability to respond immediately to situations involving the health and safety of employees and/or the public; comfort and operational capability of any public meeting space. Routine repairs, service requests or other non-urgent tasks shall be completed by the contractor within one (1) working day from the date of the County's request.
- The contractor(s) shall provide complete maintenance, service, repair, and/or replacement and other services, including, but not limited to, the following equipment, parts, and system requirements; inspections, testing, maintenance, calibration, repair or replacement, adjustment, electrical equipment, heating elements, motors, electrical wiring up to 6 feet from point of disconnection, enthalphy wheel(s), damper(s), pressure relief, discharge plenum and duct interphase, terminals, microprocessor, outside air louver, fans, coupling, shafts, fan blades, belts, pulleys, and bearings, coil(s), refrigerant piping, thermostats, thermostat programming, thermostat battery, humidistat, expansion valves or metering device, interior and exterior caulking and sealing, condensate drains branches to storm drain main connection, compressors, filters, dryers, starters, solid state starters, contactors, relays, equipment disconnect switches, variable speed drives, breakers, fuses, timers, switches, including resealing of fiberglass insulation and edges with proper white breather weather barrier mastic.
- Inspections, routine and emergency repairs, overhaul, and preventive maintenance shall be performed in strict accordance with the OEM's specifications and recommendations.
- All labor, materials, testing and parts required for the repair and preventive maintenance of the specified equipment, including, but not limited to, all refrigerants, lubricants, chemicals, paints, belts, lamps and gaskets and other repair parts.
- Insulation from duct work and/or charge lines that is removed for maintenance or dislodged by age shall be reinstalled in a manner consistent with manufacturer's instructions for application and shall be properly sealed with mastic for permanency and so no fiberglass is in contact with the airstream. Only tape that is approved by the

manufacturer for use in the appropriate environment is allowed to be used to seal insulation.

- The contractor(s) shall be responsible for any ceiling, walls, electrical system, floor and/or duct repairs, in addition to the equipment and its access panels, damaged as a result of equipment or panel removal for servicing. The contractor(s) shall ensure that all access panels and screws are installed and fit correctly after servicing equipment.
- The contractor shall, prior to commencing work, thoroughly examine and become familiar with the system(s) and associated facilities to ensure the service can be completed in an orderly, safe manner. In addition, the contractor shall always maintain a safe work environment. The technician shall report immediately to the County Supervisor or his designee the existence of unsafe condition(s) which will compromise the performance of service. Safety will be the sole responsibility of the contractor. The contractor shall take all necessary precautions for the safety of the County's and contractor's employees and the general public and shall always erect and properly maintain all necessary facility safeguards for the protection of the contractor's employees and the general public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

2. Equipment Description & Location:

Locations of each unit can be found on Attachment A: Hays County AC Unit List

- Type I Units: Split System
- Type II Units: Heat pump System
- Type III Units: Ductless Mini-Split System
- Type IV Units: Roof Top Unit - RTU Units (AAON): AAON Model – RN Series packaged rooftop unit heat pumps, and outdoor air handling units. AAON Model – RL series heating, cooling and combination rooftop unit.

3. Preventative Maintenance Service:

Review Attachment C: Hays County HVAC Preventative Maintenance Technical Exhibit TE-4 for detailed preventative maintenance requirements.

- Preventative maintenance services shall be all-inclusive and completed per the route's service schedule, which may be designated for twice to four times per year or as requested by the County Supervisor or his designee. Contractor shall replace filters and belts with each preventive maintenance service, which are referred to herein as consumable parts. Preventive Maintenance services shall include, but not limited to, the following:
 - Contractor shall provide oversight and documentation of Seasonal Preventive Maintenance on all HVAC systems.
 - Contractor shall inspect all HVAC systems at least twice each year, with seasonal startup and run inspections performed and documented.
 - Contractor shall inspect all moving parts or components, belts, bearings, drives, and fans, investigate noises and lubricate and adjust as recommended per manufacturers specifications. After each preventive maintenance service, the HVAC will be in "like-new" condition.

- Contractor shall clean all condensate drain lines twice a year and ensure cleanliness of lines by utilizing condensate pan treatment tablets. Cleanings shall occur once at the beginning of June and then the end of August.
 - Contractor shall clean all evaporator coils with a self-rinsing foaming cleaner, clean out pan, wipe down fan blades, and reseal housing. Contractor will also clean condenser coils with a biodegradable foaming cleaner, rinse, and remove any debris from the bottom of the condensing unit.
 - As part of the preventive maintenance service fee for the route, the fee must be all-inclusive of parts, labor, tools, truck fee, etc. This fee will be fixed for the contract period.
 - All preventive maintenance services shall be completed during the scheduled service call. Shall Contractor require more days to complete preventative maintenance services the Contractor shall not impose additional fees.
 - Any component(s) found outside of the preventive maintenance scope, where repair or replacement of material is required, Contractor shall communicate the findings to the County Supervisor or his designee. Contractor shall not commence any repair or replacement work without the direct approval of the County Supervisor or his designee.
 - Contractor shall furnish all necessary labor, tools, equipment, and materials as may be required to complete the preventative maintenance service. The County reserves the right to provide materials and/or equipment to the Contractor at the County's discretion.
 - All furnished materials shall be new and genuine manufacturer's authorized replacement parts. Equivalent or rebuilt parts shall be pre-approved for use by the County Supervisor or his designee prior to use. The utilization of used materials is strictly prohibited without the pre-approval and consent of the County Supervisor or his designee.
 - At the completion of the preventative maintenance service, the Contractor shall provide a report of the inspection to the County Supervisor or his designee. Any findings shall be described, along with a list of materials replaced within the preventive maintenance scope, and work order number provided by the County Supervisor or his designee.
4. Repair Services:
- Repair services shall only occur when a proposal has been submitted and authorization to commence work has been given to Contractor by the County Supervisor or his designee. Any proposal for repair services shall include an itemized list of materials, material costs, labor hours and rate, equipment rental fees, miscellaneous services, etc.
 - Contractor shall furnish all necessary labor, tools, equipment, and materials as may be required to complete the repair service. The County will reserve the right to provide materials and/or equipment to the Contractor at the County's sole discretion.
 - All furnished materials shall be new and genuine manufacturer's authorized replacement parts. Equivalent or rebuilt parts shall be pre-approved for use by the County Supervisor or his designee prior to use. The utilization of used materials is

strictly prohibited without the pre- approval and consent of the County Supervisor or his designee.

- At the completion of each repair service, the Contractor shall provide a report of the HVAC Repair service to the County Supervisor or his designee. Any findings shall be described, along with a list of materials replaced, and total hours of labor.
- At the sole discretion of the County, material may be provided to complete scope of repair work. In addition, the County shall reserve the right to bid outside of the contract when any repair service is over \$10,000.

5. Proposal for Repair Work:

- Repair proposals shall include an itemized list of materials, costs of materials, mark-up percent, labor rates and hours, equipment rental, miscellaneous service, reference HVAC unit number and/or description, location of equipment, and Job number (if available). Contractors shall also include the appropriate hours and number of Journeymen and/or Apprentice/Installers required to complete service.
- In the event of an emergency, a formal written proposal may be waived, however Contractor shall not commence work until explicitly given approval from the County Supervisor or his designee.

6. New Installations:

- Any new installation(s) of HVAC equipment shall be biddable at the sole discretion of the County. No guarantee is given to Contractor awarded specific route where installation will occur.

7. Warranty:

- Warranty on all parts and labor shall be provided at a minimum of 12 months. Parts provided by the County shall not be included under the 12-month warranty.

8. On Call/Emergency Services:

- Contractor shall be accessible by a toll-free local telephone call during regular business hours. Local off-hours answering service for emergencies shall be available for contractor notification twenty-four (24) hours a day, seven (7) days per week, all year, including holidays. The expected two (2) hour response time from initial call notification is required during business days from 7:00 AM to 5:00 PM. If the contractor is notified after business hours, or notification would result in an arrival after 7:00 PM, response time shall be expected the next business day at 7:00 AM provided a two (2) hour time window was provided from notification to expected response time.
- The Contractor shall provide on call services within 24 hours after County's notification of non- critical/ non-emergency repair service requests.
- In an event of a system failure deemed by the County as an emergency, the Contractor shall physically arrive to the County site within three (3) hours of County notification. See the table below for Service Call Classifications and approved response and completion times.
- At the discretion of the County, a separate Contractor can be contacted to respond in critical emergency events should the Contractor not respond in initial contact.

Service Call Classification	Response/Completion
Emergency	Vendor shall respond within 30 minutes of notification and work to completion or contain the emergency. (Work to be completed within 2 calendar days)
Hot/Cold	Vendor shall respond within 30 minutes and alleviate the discomfort. (Work to be completed within 2 business days)
Urgent	Vendor shall respond within 2 hours of notification during normal work hours. (Work to be completed within 3 business days)
Routine	Vendor shall respond within one business day of notification. (Work to be completed within 5 business days)
Utility Services	Vendor shall respond within one business day of notification. (Work to be completed within 5 business days)

9. Equipment Inspection:

- An initial full equipment inspection will be available to the awarded contractor(s) by site and within a timeframe that will be designated by the County's Authorized Representatives, if they so desire.
- The vendor shall have visited the facilities and shall have inspected all equipment, to be fully acquainted and familiarized with conditions as they exist, and the operations to be carried out. The vendor shall make such investigations as appropriate, to fully understand any difficulties and restrictions involved, while attending to the execution of the work with minimal disruption to the operations of the facility.

10. System Failure:

- Should any of the contractor(s) activities result in HVAC system failure, or shutdown of any part of the air conditioning system, the vendor is required to immediately inform the County's Authorized Representatives and follow up with a written notice within twenty-four (24) hours. The written notification shall state the reason the equipment is not in service, when repairs will be completed and the system back in full operation. The contractor shall make every effort to expedite the service and minimize the disruption (the cooling effectiveness) to the location being serviced and shall employ every ordinary and extraordinary effort to minimize loss of air conditioning time.

11. System Condition:

- Whenever services are provided, the contractor shall ensure that the HVAC equipment and systems are left in an operable condition. The contractor shall document all services performed and submit said documentation with their invoice for services.
- Contractor shall maintain the HVAC so that the average monthly service calls per 1,000 tons of equipment is less than one service call per day, three months after the effective date. Any number of calls beyond this amount will be considered excessive and unacceptable. Service will be tracked by the Hays County and the contractor will have an opportunity to respond in writing as to the reason for the excessive calls

12. Stoppage of Work:

The County reserves the right to stop work on any project if, in the opinion of the County Supervisor or his designee:

- Materials or work are not in conformance with the OEM specifications, applicable codes, standards, County specifications and/or accepted practices.
- The contractor's activities result in damage to County property.
- The contractor's activity adversely interferes with the normal operation of the facility.
- Contractor's personnel are not properly licensed to perform the work or as it pertains to county facilities the contractor's personnel have not received their security background clearances.
- Any other condition, situation, or circumstance which, in the opinion of the County's Authorized Representatives or Inspector, would be a detriment to the best interests of the County if allowed to persist.

13. Inspection of Work:

- The County reserves the right to inspect the contractor's work at any time to assure compliance with all terms and conditions of this Agreement. All work will be inspected pursuant to applicable codes. All deficiencies noted by the County will be submitted to the contractor for correction. Within thirty (30) calendar days after submission of deficiencies to the contractor, an inspection of the air conditioning system may be conducted to ensure corrective action was taken. Should the deficiencies not be corrected, the contractor shall be liable for any cost incurred by the County to ensure the correction to include, but not limited to, additional inspections, repairs and meetings.

14. Parts:

- The contractor(s) shall have access to most of the common parts necessary to service the units. The expected accessible parts shall include filters, compressors, fan motors, belts, pulleys, thermostats, humidistats, electronic boards, relays and contactors. Such parts shall be readily available to allow completion of all work, whenever possible, on the same day as arrival on-site.

15. Annual HVAC Register & Vent Cleaning:

- Annual cleaning and sanitizing all HVAC Registers & Vents located within the Hays County Jail. Provide pricing as an optional service to be scheduled at the discretion of the County.
- There are a total of 474 return air vents for the Jail:
 - 311 vents inside the dormitories, normal ladder height
 - 28 vents inside the dormitories, 20' lift height
 - 127 vents in the hallways, restrooms, etc.
 - 8 vents in the hallway, 20' ceiling height
- There are a total of 52 vents in the Administration and classroom areas

C. Qualifications

Hays County is seeking qualified HVAC Contractors with the following minimum qualifications:

- Contractor shall have at least five (5) years of similar HVAC experience, and shall submit with their proposal a list of at least three (3) customer references with similar scope of services.
- Contractor shall be fully licensed to perform HVAC work in the State of Texas, Hays County and any other County jurisdiction. Each company vehicle shall display their State of Texas Contractor's Licenses per State Regulations. A copy of licenses shall be furnished upon request.
- Contractor must be able to provide HVAC services for residential and commercial buildings. All work performed must meet the job specifications, the most current HVAC code, and the most current local jurisdiction requirements.
- The Contractor shall retain professional personnel who have successfully and competently provided private, County and/or municipal facility HVAC maintenance and repair services on projects of similar scope and complexity. For the purpose of this contract, routine preventative HVAC maintenance shall be defined as scheduled routine inspection and proactive servicing of HVAC systems so as to facilitate heating/cooling with a minimal downtime.
- Contractor staff shall also be proficient in the following trades: Ten (10) years commercial experience; Package HVAC units; All mechanical, electronic aspects of HVAC systems; Multi zone air handling systems; and A comprehensive understanding of HVAC control systems.

REFERENCES: Hays County requires respondent to supply with the statement of qualifications, a list of at least three (3) references where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

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

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

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

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

D. Proposal Requirements

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and the understanding of the County's Needs.

Proposals shall include the following:

- **Front and rear covers**
- **Letter of Transmittal:** RFP Subject Line, name of Vendor, address, telephone number, name of contact person, and signed by the individual authorized to negotiate for and contractually bind the company.

- **Table of Contents**
- **Profile/Experience of the Company**
 - Company information shall include: Company legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.
 - Experience of the Company and prior work performance on three (3) projects of similar size and scope that have been completed in the last five (5) years.
 - List of any criminal charges, civil lawsuits, or dispute resolutions to which the Company is a part in the past five (5) years and the nature of the issue. Indicating if and how it was resolved.
 - Related recent experience in managing federally funded local projects.
- **Key Personnel**
 - Provide resumes of all employees who may be assigned to provide services if your company is selected.
 - Provide an organizational chart containing the names, telephone numbers and email address of the prime providers and any sub-providers that would be proposed for the team and their contract responsibilities by work category.
- **Capacity to Perform**
 - Describe the capacity to perform the Scope of Work activities.
 - Provide a description of your proposed approach/strategy to provide and perform the objectives, specific elements, and tasks associated with services.
 - Quality Assurance Plan
 - Implementation Schedule
- **Fee Schedules**
 - Attachment A: HVAC Repair Service, Jail – Fee Schedule
 - Attachment B: HVAC Preventative Maintenance, Jail – Fee Schedule
- **Quality Assurance & Control Plan**
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The organizational chart is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted and should not exceed ten (10) pages front and back, not including the appendix materials.

E. Repair Service Fee Schedule (Attachment A) & Preventive Maintenance Fee Schedule (Attachment B)

The Vendor shall provide a Fee Schedule table showing labor rate for all labor categories of employees envisioned to provide services that align with the work.

Attachment A: HVAC Proposed Fee Schedule, Jail.

- Prior to beginning any repair or replacement, the contractor will troubleshoot the system to diagnose the system's problems. The County shall not incur any extra charge for this service.
- An estimate of hours required, and number of workers needed to complete a requested service will be provided to Hays County by the Contractor at the time the Contractor schedules the work.

- Hays County will only be billed for actual hours on the job. The contractors will be required to check in when they arrive to the job site and will be required to check out when completed.
- Mark up on parts and materials shall include the contractors time, labor and travel to obtain the necessary parts for repairs and replacements.
- Annual HVAC Register & Vent Cleaning

Attachment B: Hays County HVAC Preventative Maintenance Fee Schedule, Jail

- Fixed cost per location: pricing to include and cover the furnishings of all labor, materials, equipment, incidentals, travel, fuel, and any other overhead necessary to perform the work described in the Scope of Work.
- Proposal prices are also to include any required reporting to the County of work performed.
- Spring PM
- Winter PM
- (2) Additional Filter Changes: some units will require (4) additional filter changes

F. Evaluation Criteria

The Evaluating Committee will evaluate each respondent's proposal based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by the County according to the following criteria: **(Maximum Point Total 100)**

1. Experience, Qualification, and References	45 points
2. Cost Proposal (Fee Schedules)	40 points
3. Proposed Methodology/Technical Proposal, Clarity of Proposal	15 points

Interview (optional)

Ranking

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award. Interviews will be ranked after the interviews have been conducted.

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

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

Best and Final Offer (BAFO): Clarification discussions, at the County's sole option, may be conducted with Respondents who submit Solicitation Responses determined to be acceptable and competitive. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of the Solicitation Responses. Such revisions may be permitted after submission and prior to award to obtain BAFOs. In conducting discussions, there shall be no disclosure by the County of any information derived from the Solicitation Responses submitted by competing Respondents.

G. Submittal Requirements

The Company must deliver their proposal to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

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

Electronic Proposals:

- Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
- One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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

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

ADDENDA: Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

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

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

BASIS OF AWARD: The County reserves the right to award a contract for named project to a company on the basis of "best value". Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

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

H. Small, Minority and Women Business Enterprises

Affirmative Steps. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor.

1. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce,
6. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit statement of qualifications.

I. Limitations

RIGHT TO ACCEPT OR REJECT: The County reserves the right to accept or reject any or all submissions as a result of this RFP, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal. If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract.

Contractor or Individual's Obligation Regarding Evaluation

- a. **SUBMISSION OF INFORMATION.** Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.
- b. **SUBMITTER REVIEW OF RFP.** Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;

5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

J. Piggyback Clause

Other State and Local Government Agencies within and around Hays County may buy off this agreement at the same prices listed in the Bid Form during the performance period, pending an agreement between the Contractor and the third-party entity. It is understood and agreed by Hays County and awarded contractor that any governmental entity that has an Interlocal Agreement with Hays County, may purchase the materials and services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with the awarded contractor, be invoiced therefrom and make its own payments to the awarded contractor in accordance with the terms of the contract established between the new governmental entity and awarded contractor. It is also hereby mutually understood and agreed that Hays County is not a legally bound party to any contractual agreement made between awarded contractor and any entity other than Hays County.

K. Warranty of Performance

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

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

within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

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

IV. General Terms and Conditions for Solicitations

Applicable To: Request for Proposals (RFP)

1. GENERAL DEFINITIONS:

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

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

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

4. INVOICING/PAYMENTS:

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

San Marcos, Texas 78666

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
 - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
- a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
 - b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

15. ASSIGNMENT:

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

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

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

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

19. NON-WAIVER OF DEFAULT:

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

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective

action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the

contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

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

26. CONTRACTOR CLAIMS NOTIFICATION:

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

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

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

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

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

31. INTERPRETATION OF CONTRACT:

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

- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

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

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

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

Automobile Liability:	
Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Email: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Email: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Email: _____

Scope & Duration of Contract: _____

VI. Certificate of Interested Parties

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

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

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2283.

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <div style="padding: 10px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </div>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p>		
<p>_____ Signature of vendor doing business with the governmental entity</p>		<p>_____ Date</p>

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
- a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of
_____(Company or Business name, hereafter referred to as Company) being an adult
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

Date

On this ____ day of _____, 20____, personally appeared _____, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Company Name

Print Name of Company Representative

Signature of Company Representative

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

Date

Solicitation Number

XII. Debarment and Licensing Certification

STATE OF _____ §

COUNTY OF HAYS §

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20____, on behalf of said Firm.

Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Hays County, or;

_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIV. Federal Affirmations and Solicitation Acceptance

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. **Debarment and Suspension**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

5. **Wages**

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
 - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent’s Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

RFP 2022-P08 HVAC – Maintenance and Repair Services, Jail
Attachment A: HVAC Repair Service, Jail – Fee Schedule
(SERVICES OTHER THAN PREVENTATIVE MAINTENANCE)

- Prior to beginning any repair or replacement, the contractor will troubleshoot the system to diagnose the system's problems. The County shall not incur any extra charge for this service.
- An estimate of hours required, and number of workers needed to complete a requested service will be provided to Hays County by the Contractor at the time the Contractor schedules the work.
- Hays County will only be billed for actual hours on the job. The contractors will be required to check in when they arrive to the job site and will be required to check out when completed.
- Mark up on parts and materials shall include the contractors time, labor and travel to obtain the necessary parts for repairs and replacements.

Hourly Charges: (This estimate is on services other than the Preventative Maintenance.)

Below includes a breakdown of hourly rates for EMS and Mechanical/HVAC

An experienced, Licensed Air Conditioning & Heating Tech, qualifies to perform all types of A/C & Heating service:

Monday through Friday - Regular Hours	\$ _____ /hour
After-Scheduled Working Hours	\$ _____ /hour
Weekends	\$ _____ /hour
Holidays	\$ _____ /hour

An experienced Tech Helper:

Monday through Friday - Regular Hours	\$ _____ /hour
After-Scheduled Working Hours	\$ _____ /hour
Weekends	\$ _____ /hour
Holidays	\$ _____ /hour

Parts: Contractor's Percentage of Mark-up from Contractor's Cost: Please indicate as a Percentage. The County reserves the right to conduct random audits on the above pricing.

_____ %

Annual HVAC Register & Vent Cleaning (Total ALL-INCLUSIVE cost)

Provide pricing as an optional service to be scheduled at the County's discretion

- 474 return air vents for the Jail:
 - 311 vents inside the dormitories, normal ladder height
 - 28 vents inside the dormitories, 20' lift height
 - 127 vents in the hallways, restrooms, etc.
 - 8 vents in the hallway, 20' ceiling height
- 52 vents in the Administration and classroom areas:

\$ _____

\$ _____

Other Charges: All other charges or potential charges must be clearly identified and described here, otherwise, they will not be allowed by Hays County

Description	Cost
	\$
	\$

The undersigned authority affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the content of this bid has not been communicated to any other bidder prior to the official opening of this bid.

Company Name: _____

Printed Name: _____

Signature: _____

Email Address: _____

Phone: _____

RFP 2022-P08 HVAC - Maintenance and Repair Services, Jail
Attachment B: HVAC Preventive Maintenance, Jail - Fee Schedule

Fixed Cost Per Spring PM, Winter PM, and each filter change per unit

Fixed cost per location: pricing to include and cover the furnishings of all labor, materials, equipment, incidentals, travel, fuel, and any other overhead necessary to perform the work described in the Scope of Work.

Jail Building
1307 Uhland Rd., San Marcos

Unit Type	Make	Model	Spring PM	Winter PM	Filter Replacement (price per change)
Units that require four (4) additional Filter Replacements					
RTU-A1	AAON	RN-025	\$	\$	\$
RTU-A2	AAON	RN-020	\$	\$	\$
RTU-B1	AAON	RN-015	\$	\$	\$
RTU-B2	AAON	RN-013	\$	\$	\$
RTU-B3	AAON	RN-008	\$	\$	\$
RTU-B4	AAON	RN-013	\$	\$	\$
RTU-C1	AAON	RN-030	\$	\$	\$
RTU-C2	AAON	RN-030	\$	\$	\$
RTU-C3	AAON	RN-030	\$	\$	\$
RTU-C4	AAON	RN-030	\$	\$	\$
RTU-D1	AAON	RN-050	\$	\$	\$
RTU-D2	AAON	RN-025	\$	\$	\$
RTU-D3	AAON	RN-025	\$	\$	\$
RTU-D4	AAON	RN-050	\$	\$	\$
RTU-D5	AAON	RN-010	\$	\$	\$
RTU-9	AAON	RN-010	\$	\$	\$
ERV - A	AAON	RNA-016-C-0-3-00000-00000	\$	\$	\$
ERV - B	AAON	RNA-025-C-0-3-00000-00000	\$	\$	\$
ERV - C	AAON	RN-040	\$	\$	\$
ERV - D	AAON	RN-040	\$	\$	\$
Total 4 additional filter replacements (Filter Replacement Column total needs to be multiplied by 4)					
Units that require two (2) additional Filter Replacements					
Unit Type	Make	Model	Spring PM	Winter PM	Filter Replacement (price per change)
Makeup Air Unit	ACCUREX	XDGX-115-H32	\$	\$	\$
Makeup Air Unit	ACCUREX	XDGX-115-H32	\$	\$	\$
RTU # 05	Carrier	50TC-D08A2G6A0A0A0	\$	\$	\$
RTU # 03	Carrier	50TC-A06AIA6A0A0A0	\$	\$	\$
RTU # 01	Carrier	50TC-A06AIA6A0A0A0	\$	\$	\$
RTU # 02	Carrier	50TC-A06AIA6A0A0A0	\$	\$	\$

RTU # 04	Carrier	50TC-D08A2G6A0A0A0	\$	\$	\$
RTU # 06	Carrier	50TC-A06AIA6A0A0A0	\$	\$	\$
RTU # 07	Carrier	50TC-D08A2G6A0A0A0	\$	\$	\$
RTU # 08	Carrier	50TC-D12A2G6A0A0A0	\$	\$	\$
Condenser	Carrier	24ABB318A320	\$	\$	\$
RTU # 10	Carrier	50TC-A06AIA6A0A0A0	\$	\$	\$
RTU # 17	Carrier	50TC-D08A2G6A0A0A0	\$	\$	\$
RTU # 18	Carrier	50TC-D08A2G6A0A0A0	\$	\$	\$
RTU # 11	Carrier	50TC-B06A1A6A0A0A0	\$	\$	\$
RTU # 12	Carrier	50TC-E09A2A6A0A0A0	\$	\$	\$
RTU # 21	Carrier	50TC-A06AIA6A0A0A0	\$	\$	\$
RTU # 22	Carrier	50TC-D08A2G6A0A0A0	\$	\$	\$
RTU # 23	Carrier	50TC-D08A2G6A0A0A0	\$	\$	\$
RTU # 12i	Carrier	50TC-D08A2G6A0A0A0	\$	\$	\$
RTU # 19	Carrier	50TC-D08A2G6A0A0A0	\$	\$	\$
RTU # 15	Carrier	50TC-E08A2M6A0A0A	\$	\$	\$
RTU # 14	Carrier	50TC-E09A2A6A0A0A0	\$	\$	\$
RTU # 13	Carrier	50TC-B04A2A3A0A0A0	\$	\$	\$
RTU # 16	Carrier	50TC-D08A2A6A0A0A0	\$	\$	\$
RTU # 18i	Carrier	50TC-D08A2A6A0A0A0	\$	\$	\$
RTU # 17i	Carrier	50TC-D08A2A6A0A0A0	\$	\$	\$
RTU # 22i	Carrier	50TC-D08A2A6A0A0A0	\$	\$	\$
RTU # 21i	Carrier	50TC-A06AIA6A0A0A0	\$	\$	\$
RTU # 20i	Carrier	50TC-D08A2A6A0A0A0	\$	\$	\$
RTU # 19i	Carrier	50TC-D08A2A6A0A0A0	\$	\$	\$
RTU # 20	Carrier	50TC-A06AIA6A0A0A0	\$	\$	\$
RTU # 23i	Carrier	50TC-D08A2A6A0A0A0	\$	\$	\$
Total 2 additional filter replacements					
(Filter Replacement Column total needs to be multiplied by 2)					
Units that require only Spring and Fall PM, no additional Filter Replacements					
Unit Type	Make	Model	Spring PM	Winter PM	Filter Replacement (price per change)
Centrifugal (KEF-1)	ACCUREX	XRUB-300-HP-30	\$	\$	N/A
Centrifugal (KEF-2)	ACCUREX	XRUB-300-HP-30	\$	\$	N/A
Centrifugal (KEF-3)	ACCUREX	CUE-101-A	\$	\$	N/A
Mini-Split	Carrier	PKA-A12HA4	\$	\$	N/A
Mini-Split	Daikin Ind.	FTK24NMVJU	\$	\$	N/A
Freezer Condenser	Bally	BEHA020E6-HT3B-B	\$	\$	N/A
Cooler Condenser	Bally	BEHA030L6-HT3B-F	\$	\$	N/A
UH-1	MARKEL	UDAP-125	\$	\$	N/A
UH-2	MARKEL	UDAP-125	\$	\$	N/A
UH-3	MARKEL	UDAP-125	\$	\$	N/A
DS-1 (out)	Daikin	RKS36LVJU	\$	\$	N/A

DS-2 (out)	Daikin	RK12NMVJU	\$	\$	N/A
DS-3 (out)	Daikin	RK24NMVJU	\$	\$	N/A
VAV1-1	PRICE	SDV5	\$	\$	N/A
VAV1-2	PRICE	SDV5	\$	\$	N/A
VAV1-3	PRICE	SDV5	\$	\$	N/A
VAV1-4	PRICE	SDV5	\$	\$	N/A
VAV1-5	PRICE	SDV5	\$	\$	N/A
VAV1-6	PRICE	SDV5	\$	\$	N/A
VAV1-7	PRICE	SDV5	\$	\$	N/A
VAV1-8	PRICE	SDV5	\$	\$	N/A
VAV1-9	PRICE	SDV6	\$	\$	N/A
VAV1-10	PRICE	SDV7	\$	\$	N/A
VAV2-1	PRICE	SDV8	\$	\$	N/A
VAV2-2	PRICE	SDV9	\$	\$	N/A
VAV2-3	PRICE	SDV10	\$	\$	N/A
VAV2-4	PRICE	SDV11	\$	\$	N/A
VAV2-5	PRICE	SDV12	\$	\$	N/A
VAV2-6	PRICE	SDV13	\$	\$	N/A
VAV2-7	PRICE	SDV14	\$	\$	N/A
VAV2-8	PRICE	SDV15	\$	\$	N/A
VAV2-9	PRICE	SDV16	\$	\$	N/A
VAV3-1	PRICE	SDV17	\$	\$	N/A
VAV3-2	PRICE	SDV18	\$	\$	N/A
VAV3-3	PRICE	SDV19	\$	\$	N/A
VAV3-4	PRICE	SDV20	\$	\$	N/A
VAV3-5	PRICE	SDV21	\$	\$	N/A
VAV3-6	PRICE	SDV22	\$	\$	N/A
VAV3-7	PRICE	SDV23	\$	\$	N/A
VAV3-8	PRICE	SDV24	\$	\$	N/A
VAV3-9	PRICE	SDV25	\$	\$	N/A
VAV3-10	PRICE	SDV26	\$	\$	N/A
VAV3-11	PRICE	SDV27	\$	\$	N/A
VAV3-12	PRICE	SDV28	\$	\$	N/A
VAV3-13	PRICE	SDV29	\$	\$	N/A
VAV3-14	PRICE	SDV30	\$	\$	N/A
VAV3-15	PRICE	SDV31	\$	\$	N/A
VAV3-16	PRICE	SDV32	\$	\$	N/A
VAV3-17	PRICE	SDV33	\$	\$	N/A
VAV3-18	PRICE	SDV34	\$	\$	N/A
DS-4-AHU	Daikin	FTK24NMVJU	\$	\$	N/A
DS-4-CU	Daikin	RK24NMVJU	\$	\$	N/A
AHU-DS-A102.37/35 #5	Daikin	FTK12NMVJU	\$	\$	N/A
CU-DS-A102.35/37 #5	Daikin	RK12NMVJU	\$	\$	N/A
DS-6-AHU	Daikin	FTK24NMVJU	\$	\$	N/A

DS-6-CU	Daikin	RK24NMVJU	\$	\$	N/A
AHU-DS-B106.14 #7	Daikin	FTK12NMVJU	\$	\$	N/A
DS-7-CU	Daikin	RK12NMVJU	\$	\$	N/A
AHU-DS-C104.25 #8	Daikin	FTK24NMVJU	\$	\$	N/A
CU-DS-C104.25 #8	Daikin	RK24NMVJU	\$	\$	N/A
AHU-DS-C102.25 #9	Daikin	FTK24NMVJU	\$	\$	N/A
CU-DS-C102.25 #9	Daikin	RK24NMVJU	\$	\$	N/A
AHU-FCU-B1	Daikin	FB036PVJU	\$	\$	N/A
DS-B1-CU	Daikin	RZ036PVJU8	\$	\$	N/A
DS-1 (in)	Daikin	FTXS36LVJU	\$	\$	N/A
DS-2 (in)	Daikin	FTK12NMVJU	\$	\$	N/A
DS-3 (in)	Daikin	FTK24NMVJU	\$	\$	N/A
AHU-JC-5 Daikin	Daikin Ind.	FTX36NVJU	\$	\$	N/A
Main IT-AHU	Daikin Ind.	FTK24NMVJU	\$	\$	N/A
AHU-JC-9	Daikin Ind.	FTK24NMVJU	\$	\$	N/A
Total Only Spring & Winter PM					
Total Jail Preventative Maintenance Cost					
(SUM of totals for: 4 additional FC, 2 additional FC, and Only Spring & Winter PM)					

RFP 2022-P08 HVAC - Maintenance and Repair Services, Jail
Attachment B: HVAC Preventive Maintenance, Jail - Fee Schedule

Fixed Cost Per Spring PM, Winter PM, and each filter change per unit

Fixed cost per location: pricing to include and cover the furnishings of all labor, materials, equipment, incidentals, travel, fuel, and any other overhead necessary to perform the work described in the Scope of Work.

Training Building					
Unit Type	Make	Model	Spring PM	Winter PM	Filter Replacement (price per change)
Unit Heater-1	REZNOR	UDAP-125	\$	\$	\$
Direct Drive Roof Exhaust	GREENHECK	G-133-VG	\$	\$	\$
Direct Drive Roof Exhaust	GREENHECK	G-098-VG	\$	\$	\$
FCU-G1	Trane	TWE24044BAA--A	\$	\$	\$
FCU-G2	Trane	TWE18043B	\$	\$	\$
FCU-G3	Trane	TWE18043B	\$	\$	\$
FCU-G4	Trane	TWE18043B	\$	\$	\$
CU-G1	Trane	TTA24044DAB-AE	\$	\$	\$
CU-G2	Trane	TTA18044DAB-AE	\$	\$	\$
CU-G3	Trane	TTA18044DAB-AE	\$	\$	\$
CU-G4	Trane	TTA18044DAB-AE	\$	\$	\$
DS-5 In	Daikin	FTK12NMVJU	\$	\$	\$
DS-5 Out	Daikin	FTK12NMVJU	\$	\$	\$
Si-30	Sauermann	DACA-CP3-1	\$	\$	\$
Total (sum the column)					
Training Building Total Preventative Maintenance Cost: including (2) additional Filter Replacements (use the following formula: = Spring PM total + Winter PM total + (Filter replacement totalx2))					

RFP 2022-P08 HVAC - Maintenance and Repair Services, Jail
Attachment B: HVAC Preventive Maintenance, Jail - Fee Schedule
Fixed Cost Per Spring PM, Winter PM, and each filter change per unit

Fixed cost per location: pricing to include and cover the furnishings of all labor, materials, equipment, incidentals, travel, fuel, and any other overhead necessary to perform the work described in the Scope of Work.

Jail Maintenance Shop					
Unit Type	Make	Model	Spring PM	Winter PM	Filter Replacement (price per change)
Split System - AHU			\$	\$	\$
Split System - Condenser			\$	\$	\$
Heater			\$	\$	\$
Heater			\$	\$	\$
Heater			\$	\$	\$
Heater			\$	\$	\$
Heater			\$	\$	\$
Heater			\$	\$	\$
Heater			\$	\$	\$
Heater			\$	\$	\$
Total (sum the column)					
Jail Maintenance Shop Total Preventative Maintenance Cost: including (2) additional Filter Replacements (use the following formula: = Spring PM total + Winter PM total + (Filter replacement totalx2))					

HAYS COUNTY

**PREVENTIVE
MAINTENANCE
GUIDES**

FY 2017

Technical Exhibit TE-4 Preventive Maintenance Requirements

Hays County

Preventive Maintenance Guide

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Preventive Maintenance Guide

A-1 Air Dryer, Refrigerated or Regenerative Desiccant Type (Frequency: Semiannual)

Application:

This guide card applies to refrigerated or regenerative desiccant type air dryers with a capacity of 10 SCFM or greater. Those units with a capacity of less than 10 SCFM will be maintained in conjunction with the air compressor that they are associated with.

Special Instructions:

1. Schedule this maintenance in conjunction with the maintenance on the associated air compressor.
2. Review manufacturer's instructions.
3. Review the Standard Operating Procedure for "Controlling Hazardous Energy Sources."
4. De-energize, lock and tag electrical circuits.
5. Comply with the latest provisions of the Clean Air Act and Environmental Protection Agency (EPA) regulations as they apply to protection of stratospheric ozone.
6. No intentional venting of refrigerants is permitted. During the servicing, maintenance, and repair of refrigeration equipment, the refrigerant must be recovered.
7. Whenever refrigerant is added or removed from equipment, record the quantities on the appropriate forms.
8. Recover, recycle, or reclaim the refrigerant as appropriate.
9. If disposal of the equipment item is required, follow regulations concerning removal of refrigerants and disposal of the item.
10. If materials containing refrigerants are discarded, comply with EPA regulations as applicable.
11. Refrigerant oils to be removed for disposal must be analyzed for hazardous waste and handled accordingly.
12. For refrigerant type units, closely follow all safety procedures described in the Material Safety Data Sheet (MSDS) for the refrigerant and all labels on refrigerant containers.

Checkpoints:

1. Lubricate valves and replace packing, if necessary.
2. Check dryer operating cycle.
3. Inspect and clean heat exchanger.
4. Check outlet dew point.
5. Clean and lubricate blower.
6. Check automatic blow down devices.
7. Inspect and replace or reinstall inlet filters.
8. Refrigerated Type:
 - a. Check traps.
 - b. Check refrigerant level and moisture content. If low level or moisture is indicated, check for refrigerant leaks using a halogen leak detector or similar device. If leaks are not able to be stopped or corrected, report leak status to supervisor.
 - c. Clean and lubricate condenser fan motor.
9. Desiccant Type:
 - a. Replace filter Cartridges, both prefilter and afterfilter.
 - b. Check the inlet flow pressure, temperature and purge rate.
 - c. Check the desiccant and replace if necessary.
 - d. Inspect and clean solenoids, purge valves, and strainers.

Recommended Tools, Materials, and Equipment:

1. Tool Group A
2. Cleaning equipment, lubricants, approved refrigerants if applicable, and materials. Consult the Material Safety Data Sheets (MSDS) and container labels for hazardous ingredients and proper personal protective equipment (PPE).
3. Filter cartridges (for desiccant type dryer)

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4. Gasket and packing material
5. Fin comb
6. Self sealing quick disconnect refrigerant hose fittings
7. Refrigerant recovery/recycle unit
8. EPA/DOT approved refrigerant storage tanks

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Preventive Maintenance Guide

A-2 Unitary, Heating and Cooling Unit Application {Frequency: Annual}

This guide card applies to self-contained heating and cooling units containing a complete cooling system and heating unit (gas or oil burner). These are normally installed on rooftops, but can be in other locations. They are also referred to as climate changers, roof packs, etc.

Special Instructions:

1. Schedule shutdowns with operating personnel, as needed.
2. Review manufacturer's instructions.
3. Review the Standard Operating Procedure for "Controlling Hazardous Energy Sources."
4. De-energize, lock and tag electrical circuits.
5. Comply with the latest provisions of the Clean Air Act and Environmental Protection Agency (EPA) regulations as they apply to protection of stratospheric ozone.
6. No intentional venting of refrigerants is permitted. During the servicing, maintenance, and repair of refrigeration equipment, the refrigerant must be recovered.
7. Whenever refrigerant is added or removed from equipment, record the quantities on the appropriate forms.
8. Recover, recycle, or reclaim the refrigerant as appropriate.
9. If disposal of the equipment item is required, follow regulations concerning removal of refrigerants and disposal.
10. If materials containing refrigerants are discarded, comply with EPA regulations as applicable.
11. Refrigerant oils to be removed for disposal must be analyzed for hazardous waste and handled accordingly.
12. Closely follow all safety procedures described in the
13. Material Safety Data Sheet (MSDS) for the refrigerant and all labels on refrigerant containers.

Checkpoints:

1. Remove debris from air screen and clean underneath unit.
2. Inspect gaskets. Look for leaks between unit and structure, caulk as necessary.
3. Clean condenser, cooling coil fins, and fans.
4. Remove dirt or dust from all interior parts.
5. Replace filter.
6. Inspect and adjust damper.
7. Lubricate motor and fan bearings.
8. Check fan RPM to design specifications.
9. Check bearing collar set screws on fan shaft to make sure they are tight.
10. Check dampers for dirt accumulations. Check felt. Repair or replace as necessary.
11. Check damper motors and linkage for proper operation.
12. Lubricate mechanical connections of dampers sparingly.
13. Clean coils by brushing, blowing, vacuuming or pressure washing.
14. Check coils for leaking, tightness of fittings:
 - a. Check for refrigerant leaks using a halogen detector or similar testing device. If leaks are not able to be stopped or corrected, report leak status to supervisor. Consult the Material Safety Data Sheets (MSDS) for disposal requirements. Reclaimed and recycled CFCs are exempt from hazardous waste regulations (Consult 40 CFR Part 261).
 - b. Check refrigerant levels and recharge if needed.
15. Use fin comb to straighten coil fins.
16. Flush and clean condensate pans and drains.
17. Check belts for wear, adjust tension or alignment and replace belts when necessary. Multi-belt drives should be replaced with matched sets.
18. Check rigid couplings for alignment on direct drives and for tightness of assembly. Check flexible couplings for alignment and wear.
19. Check electrical connections for tightness.
20. Check mounting for tightness.

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21. Check for corrosion.
22. Check mounting bolts and tighten if needed.
23. Check and adjust, or replace if necessary, vibration eliminators.
24. Compressor.
 - a. Check compressor oil level.
 - b. Run machine, check action of controls, relays, switches, etc., to see that:
 - 1) compressor(s) run at proper settings.
 - 2) reheat coils activate properly.
 - 3) crankcase heater is operating properly.
 - 4) suction and discharge pressures are proper.
 - 5) discharge air temperature is set properly.
25. Heating Unit.
 - a. Gas and/or oil fired (if equipped).
 - 1) Check burner for flashback and tight shutoff of fuel.
 - 2) Check operation of controls. Clean and adjust if necessary.
 - 3) Clean burner, chamber, thermocouple and control. (Use a high suction vacuum and/or brush.) Check combustion chamber for cracks, holes, or other defects.
 - 4) Adjust pilot or electric ignition device.
 - 5) Inspect vent and damper operation.
 - 6) Operate unit and adjust burner.
 - 7) Check operation of safety pilot, gas shutoff valve, and other burner safety devices.
 - 8) Check temperature differential and controls.
 - 9) Check frame of unit with ohmmeter for proper electric ground.
 - 10) Replace covers (if any) and clean area.
 - b. Electrical (if equipped).
 - 1) Visually inspect for broken parts, contact arcing or any evidence of overheating. Inspect all wiring for deterioration.
 - 2) Check nameplate for current rating and controller manufacturer's recommended heater size. (Heater size shall not be changed without the regional design engineer's approval.)
 - 3) Check line and load connections and heater mounting screws for tightness.

Recommended Tools, Materials, and Equipment:

1. Tool Group A
2. Tachometer
3. Grease gun and oiler
4. Pressure washer
5. Vacuum
6. Fin comb
7. Cleaning tools, approved refrigerant, and materials. Consult the MSDS for hazardous ingredients and proper personal protective equipment.
8. Safety goggles and gloves.
9. CO2 analyzer
10. Self sealing quick disconnect refrigerant hose fittings
11. Refrigerant recovery/recycle unit
12. EPA/DOT approved refrigerant storage tanks.

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Preventive Maintenance Guide

A-3 Humidification Systems (Frequency: Semiannual)

Special Instructions.

1. Review manufacturer's instructions.
2. Review the Standard Operating Procedure for "Selection, Care, and Use of Respiratory Protection."
3. Turn off water supply.
4. Secure electrical service before servicing humidification system, if applicable.
5. Use of work gloves may be necessary due to caustic residual mineral deposits.

Checkpoints.

1. Operate humidistat through its throttling range to verify activation, or deactivation of humidifier.
2. Clean and flush condensate pans, drains, water pans, etc. Remove corrosion, and repaint as needed. If a corrosion preventive chemical is used, ensure that it does not become a part of the indoor air by creating large amounts of volatile organic compounds or irritants. Check the Material Safety Data Sheet (MSDS) to see what hazardous products are present. If hazardous products are present rinse very well before the system is returned to use. Ensure that the paint lead level is 0.06% or less.
3. Check condition of heating element. Clean steam coils.
4. Clean steam/water spray nozzles. Adjust/replace as needed.
5. Chemically clean exterior of coil to remove scale and encrustations.
6. Inspect steam trap for proper operation.
7. Inspect pneumatic controller for air leaks.
8. Inspect water lines for leaks and corrosion. Tighten all connections and repair leaks.

Recommended Tools, Materials, and Equipment.

1. Tool Group A
2. Psychrometer
3. Coil cleaning chemical. Consult the MSDS for hazardous ingredients and proper personal protective equipment (PPE).
4. Work gloves
5. Safety goggles
6. Respirator

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Preventive Maintenance Guide

A-4 Air Compressor (Frequency: Semiannual)

Special Instructions:

1. Review manufacturer's instructions and equipment history record.
2. Coordinate motor PM on an annual basis. See Guide M-3.
3. Tank should be inspected and tested by qualified inspector.
4. De-energize, tag, and lock out circuits. Review the Standard Operating Guide on "Controlling Hazardous Energy Sources".

Checkpoints:

1. Perform normal tour checks and operations. Perform a visual inspection of the air system, noting any obvious leaks or portions of the air distribution network that may be subject to physical damage.
2. Change compressor crankcase oil.
3. Clean or replace air intake filter.
4. Check air dryer, automatic condensate drains, and air tank for proper operation. Clean condenser coils and cover grills.
5. Inspect belt alignment and condition. Adjust or replace belts as required.
6. Check for corrosion and scale on water cooled units.
7. Clean heat exchange surfaces.
8. Check accuracy of gauges with calibrated test gauge.
9. On two stage compressor, check intermediate pressure.
10. Test relief valves, replace if leaking or the relief range is incorrect. Do not readjust safety relief valves in the field.
11. Check operation of compressor unloaders, repair or replace if not loading and unloading properly.
12. Check compressor suction and discharge valves for proper operation. Replace leaking valves.
13. Check cut in and cut out of compressor pressure controller, readjust if necessary for proper air pressure requirements. Do not exceed ASME maximum tank pressure.
14. Check to make sure belt guard is installed prior to putting air compressor back in service.
15. No pressure vessel is to have its hand hole or manhole covers removed unless the vessel is at atmospheric pressure.
16. Check if air compressor is running excessively or frequently cycling on and off (possible leaks). Log hour meter readings.
17. Perform an air leak check of the compressor and air distribution network in the equipment room, using an appropriate ultrasonic scanning device. Check hoses, hose connections, hose fittings, quick couplers, filters, regulators and lubricators. Correct or schedule repair as a work item. Tag location and date of leaks.

Recommended Tools, Materials, and Equipment:

1. Standard Tools - Basic
2. Belts
3. Lubricants. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
4. Fin comb
5. Vacuum cleaner commercial type
6. Test gauge
7. Ultrasonic scanner with trisonic and contact scanning modes.

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Preventive Maintenance Guide

A-5 Air Conditioning Machine; Split System (Frequency: Comfort - Annual, Special - Monthly)

Application:

This guide card applies to those packaged type air conditioning machines that are equipped with chilled water coils or direct expansion coils on split systems. The other portion of the split system, i.e., a refrigeration condensing unit (PM Guide C-24), or a packaged type chilled water unit (PM Guide R-4), is to be serviced in conjunction with this PM activity.

Special Instructions:

1. Review manufacturer's instructions.
2. A/C machine maintenance should be scheduled to coincide with condensing unit or package chiller maintenance as noted above.
3. Comply with the latest provisions of the Clean Air Act and Environmental Protection Agency (EPA) regulations as they apply to protection of stratospheric ozone.
4. No intentional venting of refrigerants is permitted. During the servicing, maintenance, and repair of refrigeration equipment, the refrigerant must be recovered.
5. Whenever refrigerant is added or removed from equipment, record the quantities on the appropriate forms.
6. Recover, recycle, or reclaim the refrigerant as appropriate.
7. If disposal of the equipment item is required, follow regulations concerning removal of refrigerants and disposal.
8. If materials containing refrigerants are discarded, comply with EPA regulations as applicable.
9. Refrigerant oils to be removed for disposal must be analyzed for hazardous waste and handled accordingly.
10. Closely follow all safety procedures described in the Material Safety Data Sheet (MSDS) for the refrigerant and all labels on refrigerant containers.

Checkpoints:

1. Thoroughly inspect and clean interior and exterior of machine with vacuum (remove panels).
2. Clean drain pan and note excessive corrosion. Treat rusted areas with rust inhibitor. Ensure that the rust inhibitor chemical does not add volatile organic compounds or contaminants to the drain pan. If possible, rinse well after application or choose a less hazardous material. Consult the chemicals Material Safety Data Sheet (MSDS) for this information.
3. Perform checks according to the type of unit.
 - a. Chilled water units:
 - 1) Check for chilled water leaks on all lines, valves, strainers, coils, etc. If leaks are not able to be stopped or corrected, report leak status to supervisor.
 - 2) Clean strainer on chilled water unit.
 - b. Direct expansion units: Check for refrigeration leaks on all lines, valves, fittings, coils, etc., using a halogen leak detector or similar testing device. If leaks are not able to be stopped or corrected, report leak status to supervisor.
4. Check condition of cooling and reheat coils. Use fin comb if need to straighten fins.
5. Clean coils. Use detergent solution and warm water if coil is heavily soiled.
6. Drain and clean humidifier pan or pad, whichever applies. Replace pad if required. Remove corrosion as needed.
7. Clean and lubricate motor and squirrel cage fan(s). Check alignment of motor and fan. Check bearings for excessive wear.
8. Check belt tension and condition. Adjust or replace as required.
9. Replace pre-filters if needed.
10. Replace final filter if needed.

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11. Run machine, check action of controls, relays, switches, etc., to see that:
 - a. Chilled water units:
 - 1) Chilled water valve(s) are operating properly.
 - 2) Reheat coils activate properly.
 - 3) Humidistat activates humidifier.
 - 4) Valves regulating water pressure are proper on cooling.
 - 5) Discharge air temperature is set properly.
 - 6) Check and record chilled water inlet and outlet temperatures.
 - b. Direct expansion units:
 - 1) Humidistat activates humidifier.
 - 2) Reheat coils activate properly.
 - 3) Discharge air temperature is set properly.
12. Check and adjust vibration eliminator mountings if equipped. Repair or replace if required.

Recommended Tools, Materials, and Equipment:

1. Tool Group A
2. Cleaning tools, grease gun, oil and materials. Consult the MSDS for hazardous ingredients and proper personal protective equipment (PPE).
3. Vacuum
4. Fin comb
5. Filters
6. Spare V-belts
7. Self-sealing quick disconnect refrigerant hose fittings, if applicable.
8. Refrigerant recovery/recycling unit, if applicable.
9. EPA/DOT approved refrigerant storage tanks.
10. Safety goggles
11. Gloves
12. Approved refrigerant.
13. Electronic leak detector.

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Hays County

Preventive Maintenance Guide

A-6 Air-Conditioning Machine Package Unit (Comfort Cooling) (Frequency: Annual)

Application:

This PM guide applies to units that may have the evaporator, compressor, fan unit components, and condenser within a single housing or may have the condenser separate from the housing. If the condenser is separate, perform the PM on the condensing unit using PM Guide A-9 at the same time.

Special Instructions:

1. Review manufacturer's instructions.
2. De-energize, lockout, and tag the electrical circuits.
3. Comply with the latest provisions of the Clean Air Act and Environmental Protection Agency (EPA) regulations as they apply to protection of stratospheric ozone.
4. No intentional venting of refrigerants is permitted. During the servicing, maintenance, and repair of refrigeration equipment, the refrigerant must be recovered.
5. Whenever refrigerant is added or removed from equipment, record the quantities on the appropriate forms.
6. Recover, recycle, or reclaim the refrigerant as appropriate.
7. If disposal of the equipment item is required, follow regulations concerning removal of refrigerants and disposal of the appliance.
8. If materials containing refrigerants are discarded, comply with EPA regulations as applicable.
9. Refrigerant oils to be removed for disposal must be analyzed for hazardous waste and handled accordingly.
10. Closely follow all safety procedures described in the Material Safety Data Sheet (MSDS) for the refrigerant and all labels on refrigerant containers.

Checkpoints:

1. Thoroughly inspect and clean interior and exterior of machine with vacuum cleaner, (remove panels).
2. Clean drain pan and note excessive corrosion, prepare metal and paint as necessary. Consult the Material Safety Data Sheet (MSDS) to ensure that the paint lead level is 0.06% or less.
3. Check for refrigerant leaks using a halogen detector or similar testing device. Repair all leaks before recharging unit. If leaks are not able to be stopped or corrected, report leak status to supervisor. Consult the MSDS for disposal requirements. Reclaimed and recycled CFCs are exempt from hazardous waste regulations (Consult 40 CFR Part 261).
4. Check refrigerant levels for proper charge and recharge as needed.
5. Check condition of cooling and reheat coils. Use fin comb if needed to straighten fins.
6. Clean coils, use coil cleaner detergent solution and high pressure water.
7. Check belts for wear, adjust tension or alignment, and replace when necessary.
8. Drain and clean humidifier drip pan, if applicable. Remove corrosion; prime, and paint as needed.
9. Lubricate motor and fan bearings, if not sealed. Check alignment of motor and fan.
10. Replace prefilters if needed.
11. Replace final filters if needed.
12. Check compressor oil level, if compressor has an oil sight glass.
13. Run machine, check action of controls, relays, switches, etc., to see that:
 - a. compressor(s) run at proper settings.
 - b. reheat coils activate properly.
 - c. humidistat activates humidifier.
 - d. suction and discharge pressures are proper.
 - e. discharge air pressure is set properly.
14. Check and tighten any loose unit electrical terminals, disconnect switches, or connectors.
15. Check and adjust vibration eliminators. Replace if required.
16. Remove all trash or debris from work area. Consult the MSDS for proper personal protective equipment (PPE).

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Recommended Tools, Materials, and Equipment:

1. Tool Group A
2. Cleaning tools and materials, vacuum wet/dry, fin comb, grease gun and oil, filters and prefilters, spare belts.
3. Approved refrigerant.
4. Paint and brushes as required. Consult the MSDS to ensure that the paint lead level is 0.06% or less.
5. Self sealing quick disconnect refrigerant hose fittings
6. Refrigerant recovery/recycle unit
7. EPA/DOT approved refrigerant storage tanks.
8. Safety goggles.
9. Gloves.
10. Electronic leak detector.

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A-7 Air-Conditioning Machine, Package Unit (Special Purpose) (Frequency: Monthly)

Application:

This equipment is typically found in computer rooms, CAD rooms, laboratories, etc. It is identical in design and configuration to the A-6 unit for comfort cooling. One difference is that it may use a glycol dry cooler during favorable outside air conditions.

Special Instructions:

1. Review manufacturer's instructions and the Standard Operating Procedure for "Controlling Hazardous Energy Sources."
2. De-energize, lock out, and tag electrical circuits.
3. Perform any required drycooler or air cooled condenser maintenance simultaneously with this PM.
4. Comply with the latest provisions of the Clean Air Act and Environmental Protection Agency (EPA) regulations as they apply to protection of stratospheric ozone.
5. No intentional venting of refrigerants is permitted. During the servicing, maintenance, and repair of refrigeration equipment, the refrigerant must be recovered.
6. Whenever refrigerant is added or removed from equipment, record the quantities on the appropriate forms.
7. Recover, recycle, or reclaim the refrigerant as appropriate.
8. If disposal of the equipment item is required, follow regulations concerning removal of refrigerants and disposal of the equipment.
9. If materials containing refrigerants are discarded, comply with EPA regulations as applicable.
10. Refrigerant oils to be removed for disposal must be analyzed for hazardous waste and handled accordingly.
11. Closely follow all safety procedures described in the Material Safety Data Sheet (MSDS) for the refrigerant and all labels on refrigerant containers.

Checkpoints:

1. Thoroughly inspect and clean interior and exterior of machine with wet/ dry vacuum, (remove panels).
2. Clean drain pan and note excessive corrosion, prepare and paint necessary. Consult the Material Safety Data Sheet (MSDS) to ensure that the paint lead level is 0.06% or less.
3. Check for refrigerant leaks using a halogen detector or similar testing device. If leaks are not able to be stopped or corrected, report leak status to supervisor.
4. Check refrigerant levels and recharge if needed. Consult the MSDS for disposal requirements. Reclaimed and recycled CFCs are exempt from hazardous waste regulations (Consult 40 CFR Part 261).
5. Check condition of cooling and reheat coils. Use fin comb if needed to straighten fins.
6. A dirty coil surface can be cleaned using a coil cleaner solution and warm water.
7. Drain and clean humidifier drip pan, replace pan if applicable. Remove scale and paint if necessary.
8. Lubricate motor and fan bearings, if not sealed. Check alignment of motor and fan. Clean fan or blower.
9. Check belt tension and condition. Adjust or replace as required.
10. Replace prefilters if needed.
11. Replace final filters if needed.
12. Check compressor oil level if compressor has a sight glass.
13. Run machine, check action of controls, relays, switches, etc. to see that:
 - a. compressor(s) run at proper settings.
 - b. reheat coils activate properly.
 - c. humidistat activates humidifier.
 - d. suction and discharge pressures are proper.
 - e. discharge air temperature is set properly.
14. Check and adjust vibration eliminators. Replace if required.

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15. Check and tighten all electrical terminals, connections, and disconnect switches.
16. Remove all trash or debris from work area. Consult the MSDS for proper personal protective equipment (PPE).

Recommended Tools, Materials, and Equipment:

1. Tool Group A
2. Cleaning tools and materials, vacuum, fin comb, grease gun and oil, filters and prefilters, spare belts.
3. Clamp meter (volt-ohm-amp meter).
4. Paint and brushes as required. Consult the MSDS to ensure that the paint lead level is 0.06% or less.
5. Self sealing quick disconnect refrigerant hose fittings
6. Refrigerant recovery/recycle unit
7. EPA/DOT approved refrigerant storage tanks.
8. Safety goggles.
9. Gloves.
10. Electronic leak detector.

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A-8 Air-Conditioning, Window Unit (Frequency: Annual)

Special Instructions:

1. Disconnect electric cord to unit.
2. Review manufacturer's instructions.
3. Comply with the latest provisions of the Clean Air Act and Environmental Protection Agency (EPA) regulations as they apply to protection of stratospheric ozone.
4. No intentional venting of refrigerants is permitted. During the servicing, maintenance, and repair of refrigeration equipment, the refrigerant must be recovered.
5. Whenever refrigerant is added or removed from equipment, record the quantities on the appropriate forms.
6. Recover, recycle, or reclaim the refrigerant as appropriate.
7. If disposal of the equipment item is required, follow regulations concerning removal of refrigerants and disposal of the equipment.
8. If materials containing refrigerants are discarded, comply with EPA regulations as applicable.
9. Refrigerant oils to be removed for disposal must be analyzed for hazardous waste and handled accordingly.
10. Closely follow all safety procedures described in the Material Safety Data Sheet (MSDS) for the refrigerant and all labels on refrigerant containers.

Checkpoints:

1. Clean condenser, cooling coil fins, drain pan, and fans. Slime or mold found on the cooling coil or drain pan should be cleaned with an appropriate EPA approved solution. Place an EPA approved biocide tablet in the drain pan.
2. Inspect fins. Straight with a fin comb as required.
3. Remove dirt, or rust from all interior parts, repaint as necessary.
4. Replace or clean filter.
5. Inspect and adjust fresh air damper.
6. Lubricate motor and fan bearings.
7. Inspect gaskets. Look for leaks between unit and window, caulk as necessary.
8. Check for refrigerant leaks with halogen leak detector and soap bubbles. If leaks are not able to be stopped or corrected, report leak status to supervisor. Consult the Material Safety Data Sheets (MSDS) for disposal requirements. Reclaimed and recycled CFCs are exempt from hazardous waste regulations (Consult 40 CFR Part 261).
9. Start unit and observe operation.
10. Check temperature differential between air entering evaporator and leaving the evaporator.
11. Check frame of unit with ohmmeter for proper electric ground.
12. Replace covers, clean filter and front filter grill.
13. Clean up the work area.

Recommended Tools, Materials, and Equipment:

1. Tool Group A
2. Cleaning tools and materials. Consult the MSDS for hazardous ingredients and proper personal protective equipment (PPE).
3. Lubricants. Consult the MSDS for hazardous ingredients and proper PPE.
4. Vacuum cleaner *weVdry* type.
5. Fin comb
6. Filters
7. Self sealing quick disconnect refrigerant hose fittings
8. Refrigerant recovery/recycle unit
9. EPA/DOT approved refrigerant storage tanks.
10. Safety goggles
11. Gloves

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12. Approved refrigerant
13. Electronic leak detector

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A-9 Air-Cooled Condenser (Frequency: Annual)

Application:

This PM guide applies to equipment which has the condenser, fan(s), and fan motor(s) enclosed within the same housing. The compressor and other components are at a separate location. PM of these other devices should be scheduled simultaneously with the units serviced by the condenser. If the condenser motor(s) is/are rated at 1 HP or higher, schedule PM of motor(s) with this PM.

Special Instructions:

1. Review manufacturer's instructions.
2. Review the Standard Operating Procedure for "Controlling Hazardous Energy Sources."
3. Review the Standard Operating Procedure for "Selection, Care, and Use of Respiratory Protection".
4. De-energize, lock out, and tag electrical circuit breaker.
5. Comply with the latest provisions of the Clean Air Act and Environmental Protection Agency (EPA) regulations as they apply to protection of stratospheric ozone.
6. No intentional venting of refrigerants is permitted. During the servicing, maintenance, and repair of refrigeration equipment, the refrigerant must be recovered.
7. Whenever refrigerant is added or removed from equipment, record the quantities on the appropriate forms.
8. Recover, recycle, or reclaim the refrigerant as appropriate.
9. If disposal of the equipment item is required, follow regulations concerning removal of refrigerants and disposal of the equipment.
10. If materials containing refrigerants are discarded, comply with EPA regulations as applicable.
11. Refrigerant oils to be removed for disposal must be analyzed for hazardous waste and handled accordingly.
12. Closely follow all safety procedures described in the Material Safety Data Sheet (MSDS) for the refrigerant and all labels on refrigerant containers.

Checkpoints:

1. Remove debris from air screen and clean underneath unit.
2. Pressure wash coil with coil cleaning solution.
3. Straighten fin tubes with fin comb.
4. Check electrical connections for tightness.
5. Check mounting for tightness.
6. Check for and remove all corrosion or rust from unit and supporting steel, prime and paint as necessary. Consult the Material Safety Data Sheet (MSDS) to ensure that the paint lead level is 0.06% or less. Consult the MSDS for proper personal protective equipment (PPE).
7. Check fan blades and belts. Clean fan blades as necessary.
8. Check wires at condenser electrical fused safety switches for tightness and burned insulation. Repair as necessary.
9. Clean up work area.

Recommended Tools, Materials, and Equipment:

1. Standard Tools - Basic
2. High pressure washer
3. Fin comb
4. Paint brushes
5. Cleaning materials. Consult the MSDS for hazardous ingredients and proper PPE.
6. Respirator
7. Safety goggles
8. Gloves.
9. Self sealing quick disconnect refrigerant hose fittings

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10. Refrigerant recovery/recycle unit
11. EPA/DOT approved refrigerant storage tanks.

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A-10 Heat Pumps (Frequency: Annual)

Special Instructions:

1. Review manufacturer's instructions and the Standard Operating Procedure for "Controlling Hazardous Energy Sources."
2. De-energize, lockout, and tag electrical circuits.
3. Comply with the latest provisions of the Clean Air Act and Environmental Protection Agency (EPA) regulations as they apply to protection of stratospheric ozone.
4. No intentional venting of refrigerants is permitted. During the servicing, maintenance, and repair of refrigeration equipment, the refrigerant must be recovered.
5. Whenever refrigerant is added or removed from equipment, record the quantities on the appropriate forms.
6. Recover, recycle, or reclaim the refrigerant as appropriate.
7. If disposal of the equipment item is required, follow regulations concerning removal of refrigerants and disposal of the equipment.
8. If materials containing refrigerants are discarded, comply with EPA regulations as applicable.
9. Refrigerant oils to be removed for disposal must be analyzed for hazardous waste and handled accordingly.
10. Closely follow all safety procedures described in the Material Safety Data Sheet (MSDS) for the refrigerant and all labels on refrigerant containers.

Checkpoints:

1. Inspect piping for evidence of leaks and vibration. If leaks are not able to be stopped or corrected, report leak status to supervisor.
2. Inspect all wiring for deterioration, and tighten electrical contacts. Check for corrosion, clean, prime, and paint as necessary.
3. Check mounting bolts and tighten if needed.
4. Check crankcase heater.
5. Check fan for vibration or excessive noise. Lubricate fan and motor if required.
6. Check refrigerant levels, recharge if necessary. Check for leaks if loss of refrigerant is detected, using halide leak detector and soap bubbles. If leaks are not able to be stopped or corrected, report leak status to supervisor. Consult the Material Safety Data Sheets (MSDS) for disposal requirements. Reclaimed and recycled CFCs are exempt from hazardous waste regulations (Consult 40 CFR Part 261).
7. Check temperature drop across condensing coil.
8. Clean air intake and screens; change filters as necessary.
9. Brush or pressure wash coil surfaces. Straighten fins with fin comb.
10. Check that reversing valve is energized in the "heat" mode and de-energized in the "cool" mode. Replace defective valves.
11. Check all electrical connections and fused disconnect switches.
12. Check all controls, indoor and outdoor thermostats, timers, and control delays, especially for units with electric supplemental heaters. Repair or replace as necessary.
13. Check oil if compressor is equipped with a sight glass.
14. Clean up work area.

Recommended Tools, Materials, and Equipment:

1. Tool Group A
2. Lubricants. Consult the MSDS for hazardous ingredients and proper personal protective equipment (PPE).
3. Cleaning materials. Consult the MSDS for hazardous ingredients and proper PPE.
4. Fin comb
5. Vacuum or pressure washer.
6. Self sealing quick disconnect refrigerant hose fittings

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7. Refrigerant recovery/recycle unit
8. EPA/DOT approved refrigerant storage tanks.
9. Safety goggles.
10. Gloves.
11. Approved refrigerant.
12. Electronic leak detector.

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A-11 Air Handler Unit (Frequency: Annual)

Special Instructions:

1. Schedule shutdown with operating personnel, as needed.
2. Review manufacturer's instructions.
3. Review the Standard Operating Procedure for "Controlling Hazardous Energy Sources."
4. De-energize, lock out and tag electrical circuit(s).
5. Schedule PM on motor per guide M-3, in conjunction with this guide.

Include the following additional special instructions in cases where the air handler is equipped with a direct expansion cooling coil:

6. Comply with the latest provisions of the Clean Air Act and Environmental Protection Agency (EPA) regulations as they apply to protection of stratospheric ozone.
7. No intentional venting of refrigerants is permitted. During the servicing, maintenance, and repair of refrigeration equipment, the refrigerant must be recovered.
8. Whenever refrigerant is added or removed from equipment, record the quantities on the appropriate forms.
9. Recover, recycle, or reclaim the refrigerant as appropriate.
10. If disposal of the equipment item is required, follow regulations concerning removal of refrigerants and disposal of the equipment.
11. If materials containing refrigerants are discarded, comply with EPA regulations as applicable.
12. Refrigerant oils to be removed for disposal must be analyzed for hazardous waste and handled accordingly.
13. Closely follow all safety procedures described in the Material Safety Data Sheet (MSDS) for the refrigerant and all labels on refrigerant containers.

Checkpoints:

1. Check fan blades for dust buildup and clean if necessary.
2. Check fan blades and moving parts for cracks and excessive wear.
3. Check fan RPM against design specifications.
4. Check bearing collar set screws on fan shaft to make sure they are tight.
5. Check dampers for dirt accumulations, clean as necessary. Check felt, repair or replace as necessary.
6. Check damper actuators and linkage for proper operation. Adjust linkage on dampers if out of alignment.
7. Lubricate mechanical connections of dampers sparingly.
8. Clean coils by brushing, blowing, vacuuming, or pressure washing.
9. Check coils for leaking, tightness of fittings. On direct expansion units, check for refrigerant leaks on all lines, valves, fittings, coils, etc., using a halogen leak detector or similar testing device. If leaks are not able to be stopped or corrected, report leak status to supervisor.
10. Use fin comb to straighten coil fins.
11. Flush and clean condensate pans and drains, remove all rust prepare metal and paint. Consult the Material Safety Data Sheet (MSDS) to ensure that the paint lead level is 0.06% or less. Hose down coils and drain pans and wash with an appropriate EPA approved solution approved solution. Treat condensate pans with an EPA approved biocide.
12. Check belts for wear and cracks, adjust tension or alignment, and replace belts when necessary. Multi-belt drives shall only be replaced with matched sets.
13. Check rigid couplings for alignment on direct drives, and for tightness of assembly. Check flexible couplings for alignment and wear.
14. Before heating season (chilled water coils only): Drain cooling coils; blow down to remove moisture; refill with antifreeze and water solution; drain.
15. Check freezestat for proper temperature setting and operation.
16. Vacuum interior of unit.

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17. Lubricate fan shaft bearings while unit is running. Add grease slowly until slight bleeding is noted from the seals. Do not over lubricate. Remove old or excess lubricant.
18. Clean up work area.

Recommended Tools, Materials, and Equipment:

1. Tool Group A
2. Tachometer
3. Grease gun and oiler
4. Pressure washer
5. Vacuum.
6. Fin comb
7. Cleaning tools and materials. Consult the MSDS for hazardous ingredients and proper personal protective equipment (PPE).
8. Safety goggles.
9. Gloves.

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A-12 Glycol Dry Cooler (Frequency: Comfort - Annual, Special - Semiannual)

Application:

These units will be associated with packaged air conditioning units and refrigeration units, or would stand alone when utilized in free cooling.

Special Instructions:

1. Schedule outage with operating personnel.
2. Obtain and review manufacturer's instructions for starter to be tested (including the time current characteristic curve).
3. Review the Standard Operating Procedure for "Controlling Hazardous Energy Sources."
4. Review the Standard Operating Procedure for "Selection, Care, and Use of Respiratory Protection."
5. De-energize, tag, and lock out circuit.
1. Dry Cooler Checkpoints:
 - a. Remove debris from air screen and clean underneath unit.
 - b. Pressure wash coil with coil cleaning solution. Check the Material Safety Data Sheets (MSDS) to ensure that the coil cleaner does not contain hydrofluoric acid or another irritating or hazardous compound.
 - c. Straighten fin tubes with fin comb.
 - d. Check electrical connections for tightness.
 - e. Check mounting for tightness.
 - f. Check for corrosion. Clean and treat with rust inhibitor and touch up paint as needed. Consult the MSDS for hazardous ingredients and proper personal protective equipment (PPE).
2. Motors and Fans Checkpoints:
 - g. Inspect pulleys, belts, couplings, etc.; adjust tension and tighten mountings as required. Change badly worn belts. Multi-belt drives should be replaced with matched sets.
 - h. Perform required lubrication and remove old or excess lubricant.
 - i. Clean motor with vacuum or low pressure air (less than 40 psi). Check for obstructions in motor cooling and air flow.
3. Expansion Tank Checkpoints:
 - j. Examine exterior of tank, including fittings, manholes, and handholes for leaks, signs of corrosion. Repair/paint as necessary.
 - k. Inspect structural supports and repair or replace damaged insulation or covering.
 - l. Clean, test, and inspect sight glasses, valves, fittings, drains, and controls.
 - m. Perform hydrostatic test if required.
 - n. Check antifreeze level with hydrometer and add glycol base antifreeze as required for protection to minus 40 degrees Fahrenheit.
4. Electrical Controls Checkpoints:
 - o. Visually inspect for broken parts, contact arcing, or any evidence of overheating.
 - p. Check motor name plate for current rating and controller manufacturer's recommended heater size. (Heater size shall not be changed without the Regional Design Engineer's approval.)
 - q. Check line and load connections and heater mounting screws for tightness.

Recommended Tools, Materials, and Equipment:

1. Standard tools -basic
2. Pressure washer
3. Fin comb
4. Paint brush
5. Cleaning materials. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
6. Respirator
7. Safety goggles
8. Antifreeze - glycol base

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9. Rust inhibitor. Consult the MSDS for hazardous ingredients and proper PPE.
10. Vacuum cleaner
11. Hydrometer (to check antifreeze level)

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A-13 Air Conditioning Unit, Ceiling/Wall Mounted (Frequency: Comfort - Annual, Special - Monthly)

Application:

This guide card applies to ceiling or wall mounted air conditioning units, i.e., mini-mates. The unit may be for comfort or special purpose cooling and can be either air cooled or water cooled. Humidifiers will be operated on those units serving computer space and will be inventoried and serviced under this guide card.

Special Instructions:

1. Schedule outage with operating personnel.
2. Schedule PM on associated equipment in conjunction with this guide, i.e., air cooled condensers, glycol dry coolers, cooling tower, etc.
3. Review manufacturer's instructions and the Standard Operating Procedure for "Controlling Hazardous Energy Sources."
4. De-energize, lock-out, and tag electric circuits.
5. Comply with the latest provisions of the Clean Air Act and Environmental Protection Agency (EPA) regulations as they apply to protection of stratospheric ozone.
6. No intentional venting of refrigerants is permitted. During the servicing, maintenance, and repair of refrigeration equipment, the refrigerant must be recovered.
7. Whenever refrigerant is added or removed from equipment, record the quantities on the appropriate forms.
8. Recover, recycle, or reclaim the refrigerant as appropriate.
9. If disposal of the equipment item is required, follow regulations concerning removal of refrigerants and disposal of the equipment.
10. If materials containing refrigerants are discarded, comply with EPA regulations as applicable.
11. Refrigerant oils to be removed for disposal must be analyzed for hazardous waste and handled accordingly.
12. Closely follow all safety procedures described in the Material Safety Data Sheet (MSDS) for the refrigerant and all labels on refrigerant containers.

Checkpoints:

1. Thoroughly inspect and clean interior and exterior of machine with vacuum (remove panels).
2. Clean drain pan and note excessive corrosion. Correct as necessary.
3. Check for refrigerant leaks using a halogen leak detector, soap bubbles, or similar testing device. If leaks are not able to be stopped or corrected, report leak status to supervisor. Consult the Material Safety Data Sheets (MSDS) for disposal requirements. Reclaimed and recycled CFCs are exempt from hazardous waste regulations (Consult 40 CFR Part 261).
4. Check refrigerant levels and recharge if necessary.
5. Check condition of cooling and reheat coils. Use fin comb as needed.
6. Clean coils using detergent solution and warm water if coil is heavily soiled.
7. Drain and clean humidifier pan or pad, whichever applies. Replace pad if required. Remove corrosion, prime, and paint as needed.
8. Lubricate motor and fan bearings, if not sealed. Check alignment of motor and fan. Clean all fans or blowers.
9. Check belt tension and condition. Adjust or replace as required if belt driven.
10. On direct drive units, check set screws on fan shaft to make sure they are tight.
11. Replace filters as needed.
12. Check compressor oil level (not on hermetically sealed units) if compressor is equipped with a sight glass.
13. Run machine. Check action of controls, relays, switches, including fused disconnect type, etc., to see that
 - a. compressor(s) run at proper setting.

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- b. reheat coils activate properly (if applicable).
 - c. humidistat activates humidifier (if applicable).
 - d. suction and discharge pressures are proper.
 - e. discharge temperature is set properly.
14. Clean up work area.

Recommended Tools, Materials, and Equipment:

- 1. Tool Group A.
- 2. Cleaning tools and materials.
- 3. Vacuum.
- 4. Fin comb.
- 5. Grease gun and oiler.
- 6. Ladder constructed according to OSHA/ANSI standards – ceiling mounted units. Check ladder for defects. Do not use defective ladders.
- 7. Self sealing quick disconnect refrigerant hose fittings.
- 8. Refrigerant recovery/recycle unit.
- 9. EPA/DOT approved refrigerant storage tanks.
- 10. Safety goggles.
- 11. Gloves.
- 12. Approved refrigerant.
- 13. Electronic leak detector.

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A-15 After-Cooler/Separator (Frequency: Semiannual)

Application:

This guide card applies to the after-cooler/separator utilizing chilled water to condense moisture from large compressed air systems. These differ from mechanical/chemical type air dryers.

Special Instructions:

1. Review manufacturer's instructions and the Standard Operating Procedure for "Controlling Hazardous Energy Sources."
2. Schedule outage with operating personnel.
3. Provide an alternate source of air, if necessary.
4. Schedule Preventive Maintenance (PM) on associated equipment if possible.
5. Secure air and chilled water valves and tag them.
6. Secure, lockout and tag electrical supply to compressor.
7. Wear appropriate protective equipment.
8. Use caution when disassembling. Check for and relieve pressure where found.

Checkpoints:

1. Unbolt and remove supply and discharge water lines.
2. Unbolt supply and discharge air flanges and lower assembly.
3. Remove tube bundle assembly.
4. Check tube bundle for deterioration or ruptured tubes.
5. Clean exterior of the tube of all scale buildup.
6. Flush out the tube bundle shell.
7. Visually inspect the shell, flanges, piping, etc. for deterioration, cracks, etc.
8. Clean the trap orifice of all carbon and heavy grease buildup.
9. Reassemble the tube bundle in the shell using new gaskets and seals.
10. Replace assembly and separator in pipe line, using new gaskets.
11. Reconnect the supply and discharge water lines.
12. Remove tags, open air and water valves, restore power, and start air compressor.
13. Check operation of unit. Check the air and water inlet and outlet temperatures.
14. Check all connections for leaks.
15. Wire brush, treat with rusticide and primer rusted areas. Consult the Material Safety Data Sheet (MSDS) for hazardous ingredients and proper personal protective equipment (PPE). Consult the Material Safety Data Sheet to ensure that the paint lead level is 0.06% or less.

Recommended Tools, Materials, and Equipment:

1. Tool Group - C
2. Ladder constructed according to OSHA/ANSI standards. Check ladder for defects. Do not use defective ladders.
3. Vacuum and Tube Cleaning Equipment
4. Gasket material and Seals
5. Lifting device (hoist, come-a-long, hydraulic lift etc.)
6. Length of garden hose.
7. Rusticide, primer and paint supplies. Consult the MSDS for hazardous ingredients and proper personal protective equipment (PPE).

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B-1 Battery Charger (Frequency: Quarterly)

Application:

This guide is for chargers used for battery powered custodial equipment and items related to PBS functions.

Special Instructions:

1. Use no open flames, cigarettes, etc., in battery charging room or area.
2. Review manufacturer's instructions.
3. Review the Standard Operating Procedure for "Emergency Eyewash and Shower Equipment".
4. Review the Standard Operating Procedure for "Controlling Hazardous Energy Sources."
5. De-energize, lock out, and tag electric circuit.

Checkpoints:

1. Check room ventilation, and be sure charger is not exposed to moisture or water.
2. Clean accessible interior and exterior parts, including electrical connections.
3. Check tightness of electrical connections including alligator clips.
4. Inspect wiring and connections in charging circuit.
5. Record charger output voltage.
6. Clean and paint as necessary all equipment used for battery trays and charging equipment. Use acid resistant paint only.
7. Check, clean all battery terminals and connections, then add a light film of NO-OX-ID or pure Vaseline to terminals and connectors.
8. Check all cells to determine if any are defective.
9. Check electrolyte strength of all cells with an hydrometer, make corrections as necessary.
10. Clean vent plugs.
11. Dispose of used or defective batteries properly.

Recommended Tools, Materials, and Equipment:

1. Standard Tools - Basic
2. Cleaning materials. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
3. Goggles and rubber apron.
4. Acid resistant paint and brushes.
5. Hydrometer.
6. No-oxide-Id grease or pure Vaseline.
7. Baking soda.
8. Clean wiping cloths.
9. Battery terminal and connector cleaner.
10. Emergency eyewash that provides at least 0.4 gallons/min for at least 15 minutes.

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B-2 Boiler (Coal, Oil, and Gas) (Frequency: Annual)

Special Instructions:

1. Review manufacturer's instructions and ASME Boiler and Pressure Vessel Codes for boilers.
2. Review the Standard Operating Procedure for "Selection, Care and Use of Respiratory Protection."
3. Review the Standard Operating Procedure for "Controlling Hazardous Energy Sources."
4. De-energize, tag, and lock out circuits.
5. Close and tag all hand or motorized valves required to isolate the boiler. Chain and lock all valves that are closed for safety. These valves shall not be unlocked and reopened unless authorized by the originator of the work authorization. Enter this information in the boiler log and sign.
6. Wear appropriate respirator, goggles, and gloves while in contact with hazardous materials. Contact the Safety and Environmental Management Division/Branch if you have questions.
7. If materials to be worked on are known or suspected to contain asbestos, check the building's asbestos management plan to see if they have been tested for asbestos. If they are suspect but have not been tested, have them tested. Manage asbestos in accordance with the plan.
8. Account for all tools, materials, and equipment before closing boiler.

Checkpoints:

1. Apply hydrostatic test of waterside pressure vessel (1Y2 times operating pressure, safety valve gagged or clamped shut.)
2. Drain boiler, tag valves and controls. NEVER attempt to remove a manhole or handhole cover without first properly venting the water or steam side of a boiler to the atmosphere. Prior to opening or entering a boiler it must be at atmospheric pressure. To protect the boiler from unnecessary stresses the boiler water temperature should be allowed to reach the boiler room temperature before draining the boiler.
3. Brush all tubes clean of scale.
4. Brush plate surfaces clean, use vacuum cleaner.
5. Clean breaching, ducts, fireboxes, or main fire tube, and flue passages.
6. Check and replace worn or damaged insulation. Repair the damage and remove the debris. If the insulation contains asbestos, follow the asbestos management plan for isolation, notification, work practice, and waste disposal.
7. Check refractory and brick work; if damaged notify supervisor and enter this data in boiler log.
8. When the boiler has cooled to the ambient boiler room temperature, wash out mud legs, and flush boiler.
9. Refill boiler with water and chemicals if boiler is to be put back in service or if wet-lay-ups are to be employed.
10. Determine if there is ample provision for expansion between the sections.
11. Check for excessive rust build-up between sections (cast iron type).
12. Examine all steam and water line to controls to determine that they are clear of scale and arranged to insure proper control operations.
13. Clean stems and shafts, and tighten packing nuts on valves and pumps.
14. Flush fuel oil strainer baskets and oil solenoid valve seats.
15. Dismantle low water fuel cut offs and water feeders to insure freedom from obstructions and proper functioning of the working parts. Always replace old gaskets before reassembling.
16. Inspect connecting lines to boiler for accumulations of mud, scale, etc., and clean as needed.
17. Examine all visible wiring for brittle or worn insulation, and make sure electrical contacts are clean, adequately tightened, and functioning properly.
18. On electrical type detection devices, replace vacuum tubes annually, and replace defective solid state devices.
19. Replace fusible plugs, if applicable.

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Recommended Tools, Materials, and Equipment:

1. Tool Group C
2. Scrapers, wire brush, cleaning materials. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
3. Combustion testing equipment
4. Hydrostatic pump and safety valve gag
5. Respirator
6. Safety goggles
7. Safety signs
8. Suitable chain and locks for securing isolation valves.
9. Boiler chemicals as directed by a competent water treatment company. Consult the MSDS for hazardous ingredients and proper PPE.
10. Vacuum cleaner wet/dry type.

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B-3 Burner Gas (Frequency: Annual)

Special instructions:

1. Review manufacturers instructions.

Checkpoints:

1. Check boiler room for ventilation in accordance with the American Gas Association (AGA) burner requirements.
2. Check operation of all gas controls and valves including: manual gas shutoff; petal gas regulator; safety shutoff valve (solenoid); automatic gas valve; petal solenoid valve; butterfly gas valve, motor, and linkage to air louver; safety petal solenoid (if used.)
3. Check flue connections for tight joints and minimum resistance to air flow. (combustion chamber, flues, breaching, and chimney are clear before firing.)
4. Draft regulators require slightly negative pressure in the combustion chamber at maximum input.
5. On forced draft burners, gas manifold pressure requirements should correspond with modulating (butterfly) valve in full open position and stable at all other firing rates.
6. Take and record and record flue gas readings to determine boiler efficiency. Use manufacturer's instructions if available. If not, use attached table as a guide for performance criteria. If efficiency is low, check baffling and passes for short-circuiting, and boiler for air infiltration. Adjust dampers and controls to optimize efficiency. Run test at following load points.
 - a. 100%, 70%, and 40% of rated full load for boilers having metering controls or modulation capacity at these load points.
 - b. At high and low fire rates on boilers equipped with OFF/LOW FIRE/HIGH FIRE control.
 - c. At single firing load point on boilers equipped with OFF/ON controls only.
7. Check burner for flashback and tight shutoff of fuel.
8. Check operation of automatic controls and combustion flame safeguards. Clean and adjust, if necessary.
9. Operation and adjustments should conform to manufacturer's instructions.

Performance Criteria for Gas Burners Natural Gas (1,000 BTU/SCF)

Percent Load	40.0%	70.0%	100.0%
Carbon Dioxide (CO?)	8.5%	9.0%	10.0%
Carbon Monoxide (CO)	0	0	0
Oxygen (O?)	6.0%	5.0%	4.0%
Excess Air C_XA)	40.0%	25.0%	20.0%
Smoke Scale No.	0	0	0

1. Combustibles should be zero or negligible percent in the flue gas.
2. Output (steam or water flow) where meters are available should correspond to combustion level not less than 100% of rated capacity at rated load.
3. Boiler section outlet flue gas temperature is not more than 30°F (17°C) higher than rated. When expected gas temperature is not known, manufacturer should be contacted for typical conditions for type of boiler being tested.
4. Boiler section outlet flue gas temperature should not be more than 150°F to 180°F (84°C to 100°C) higher than the corresponding saturated steam temperature for water tube boilers and 100°F to 125°F (56°C to 70°C) for fire tube boilers.
5. Excess air within 5 percent of manufacturer's performance level.
6. Feedwater temperature, burner atomizing pressure, draft loss, and combustion appearance in accordance with manufacturer's data or be close to industry standards.

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Recommended Tools, Materials, and Equipment:

1. Tool Group C.
2. Flue gas analyzer.
3. Clean wiping cloths.

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B-4 Burner, Oil (Frequency: Annual)

Special Instructions.

1. Review Manufacturers Instructions.

Checkpoints:

1. Test and inspect burner (with or without firing) at rated pressure for leaks.
2. Timed trial for ignition on pilots and burners in accordance with instructions in the programmer timer.
3. Check automatic controls and combustion flame safeguards for normal operation. There should be no presence of oil discharge, ignition or flame.
4. Check pre-ignition purging capability of burner, combustion chamber, boiler passes, and breaching. Stack dampers should be fully open during purge and light off period.
5. Check delivery of fuel in relation to its response to the ignition system. Examine electrodes for carbon buildup, discoloration, distortion, and burning of parts, clean and adjust as necessary.
6. Check ignition transformer to supply dependable arc, adjust and regulate as required for clearance and air gap.
7. Clean and adjust draft regulator and air shutter on a natural draft burner to ensure excess air quantities are minimum for complete combustion. Test with flue gas analyzer.
8. On mechanical draft burners clean and check power driven fan blower.
9. Check out forced draft fan, clean fan and fan housing, check bearings, pulleys and or couplings and adjust belt tension if required replace worn belts and lubricate pivot points on linkages as necessary.
10. Check and replace filters. Check and clean water separators, primary and secondary filters.
11. Clean, check operation, and adjust controls and safeties.
12. Burners designed to change firing rates automatically should be checked for adequate proportioning changes in fuel and air rates.
13. Check oil level sight glass to see that burner maintains proper oil level (within 1/3") at rated output.
14. Check to ensure that power cannot feed back and energize ignition devices or feed valves after a control shuts off burner.
15. Clean or replace nozzles or cups, and check for tight shutoff of fuel.
16. Check stacks for smoke or haze and adjust burner accordingly.
17. Take and record flue gas readings to determine boiler efficiency. Use manufacturer's instructions if available. If not, use attached table as a guide for performance criteria. If efficiency is low, check baffling and passes for short circuiting, and boiler for air infiltration. Adjust dampers and controls to optimize efficiency. Tests should be run at the following load points:
 - a. 100%, 70%, and 40% of rated full load for boilers having metering controls or modulation capacity at these load points.
 - b. At the high and low fire rates on boilers equipped with OFF/LOW FIRE/HIGH FIRE control.
 - c. At the single firing load point on boilers equipped with OFF/ON controls only.

Performance Criteria for Oil Burners

LIGHT OILS, Grade 2, Diesel Fuel, JPS, Navv Distillate			
Percent Load	40.0%	70.0%	100.0%
Carbon Dioxide (CO?)	10.5%	11.0%	12.5%
Carbon Monoxide (CO)	0	0	0
Oxvqen (O?)	6.0%	5.0%	4.0%
Excess Air (XA)	40.0%	30.0%	20.0%
Smoke Scale No.	2	2	2

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MEDIUM OILS, Grade 4, NFSO			
Percent Load	40.0%	70.0%	100.0%
Carbon Dioxide	11.0%	12.0%	13.0%
Carbon Monoxide	0	0	0
Oxygen (O ₂)	6.0%	5.0%	4.0%
Excess Air (XA)	40.0%	30.0%	20.0%
Smoke Scale No.	3	3	3
HEAVY OIL, Grades 5 & 6			
Percent Load	40.0%	70.0%	100.0%
Carbon Dioxide (CO ₂)	12.0%	12.6%	13.6%
Carbon Monoxide (CO)	0	0	0
Oxygen (O ₂)	6.0%	5.0%	4.0%
Excess Air (XA)	40.0%	30.0%	20.0%
Smoke Scale No.	0	0	0
<ol style="list-style-type: none"> 1. Combustibles zero or negligible percent in flue gas. 2. Output (steam flow or water flow) where meters are available to correspond with combustion level not less than 100% of rated capacity at rated load. 3. Boiler section outlet flue gas temperature is not more than 30°F (17°C) higher than rated. When expected gas temperature is not known, manufacturer should be contacted for typical conditions for type boiler being tested. 4. Boiler section outlet flue gas temperature should not be more than 150°F to 180°F (84°C to 100°C) higher than corresponding saturated steam temperature for water tube boilers and 100°F to 125°F (56°C to 70°C) for firetube boilers. 5. Excess air within 5 percent of manufacturer's expected performance level. 6. Feedwater temperature, burner atomizing pressure, fuel oil viscosity at the burner, draft loss and combustion appearance in accordance with manufacturer's data or be close to industry standards. 			

Recommended Tools, Materials, and Equipment:

1. Tool Group C
2. Flue gas analyzer.
3. Varsol and rags. Use varsol in well ventilated area! Dispose of as hazardous waste!
4. Lubricants. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
5. Clean wiping cloths.

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B-5 Boiler, Electric (Frequency: Annual)

Special Instructions:

1. Review manufacturer's instructions and ASME Code for boilers.
2. Review boiler wiring diagram.
3. Review the Standard Operating Procedure for "Controlling Hazardous Energy Sources."
4. De-energize, lock out, and tag electrical circuits.

Checkpoints:

1. Clean boiler by:
 - a. Placing boiler cleaning compound through appropriate opening in top of boiler. (Compound must not react against copper elements).
 - b. Operate boiler according to instructions.
 - c. Shut-off power by turning off pilot switch.
 - d. Open bottom blow-down valve to full open to let sludge and scale blow out of boiler.
 - e. Refill with water and close pilot switch.
2. Check nameplate for KW rating, voltage and amperage. Check electrical supply voltage to verify it conforms to boiler requirements.

Recommended Tools, Materials, and Equipment.

1. Tool Group B
2. Cleaning compounds. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
3. Clean wiping cloths

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B-6 Boiler Instruments/Controls (Frequency: Annual)

Application:

This guide card applies to large boiler room operations where the boiler PM guides do not sufficiently cover the maintenance required for the boiler room controls. These boiler controls include such items as boiler masters, draft and oil controllers, levelometers, flow transmitters and recorders, ratio transmitters and totalizers, recorders and indicators, etc.

Special Instructions:

1. Read and understand manufacturer's instructions before making any adjustments or calibrations.
2. Schedule work with operating personnel, as needed.
3. Review control wiring and piping diagrams.
4. Review and understand sequence of operation.

Checkpoints:

1. Visually check equipment sensing lines, operating valves, and internal assembly for leaks.
2. Perform friction test.
3. Zero meter to scale, check pen(s) for zero indication, make necessary adjustments.
4. Simulate flow by use of check weights, provided water column, or other appropriate external simulation devices.
5. Check pen or indicator for proper chart or scale percentage at recommended checkpoints; (or discretionary checkpoints, if none are recommended) record actual indication; make minor adjustments as necessary.
6. Check control over full range. Set zero and full range stops as necessary.
7. Mark integrator or counter checks by simulating flow (usually 50% of full scale) and check number of counts over specific time period (minimum period of 30 minutes is recommended). Calculate correct number of counts for time period used and make necessary minor adjustments. Re-check after any adjustments, ascertain that the integrator or counter does not count at zero.
8. Repeat step #6.
9. Open meter supply line to check for plugging. Put meter back in service.
10. Check electronic stations for proper electrical connections and pneumatic stations for any leaks by using a leak detector (soap solution).
11. Check operation of station panel switch and manual control for excessive friction and looseness of control knobs.
12. Check for correct supply pressure or voltage to the station.
13. Compare sender over it's range of control with an accurate external measuring device such as a U-tube, pneumatic calibrator, or electronic calibrator (all other measurements in the control loop should be made with the same device).
14. Check all indicators by simulating pneumatic or electronic signals to the appropriate port of terminal for proper indication to the related gauge or indicator (in most cases, mathematical calculations will be necessary to determine the proper indication at each test point).
15. Ascertain that the automatic signal is not restricted when the station is activated.
16. Record and report all deficiencies.
17. Notify watch foreman that services are complete.

Recommended Tools, Materials, and Equipment:

1. Standard tools - basic
2. Calibration device for meter being checked.
3. Differential flow meter and indicator.
4. Soap solution for air leak test, accurate test gauges (check before use).

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B-7 Boiler, Internal Inspection and Hydrostatic Test (Frequency: Annual)

Application:

Guide card applies to both heating boilers and power boilers. The guide card will identify which information applies to only one of these two boilers.

Special Instructions:

1. Perform boiler internal inspection with external inspection and annual preventive maintenance.
2. Perform internal boiler inspection in accordance with requirements of American Society of Mechanical Engineers (ASME), Section VI, Recommended Rules for Care and Operation of Heating Boilers, and Section VII, Recommended Rules for Care of Power Boilers; and National Board Inspection Code ANSI/NB-23, A Manual for Boiler and Pressure Vessel Inspectors.
3. Inspection shall be performed by inspectors certified by the National Board of Boiler Pressure Vessel Inspectors.
4. Prepare boiler for internal inspection in the following manner:
 - a. Fuel supply and ignition system shall be locked out.
 - b. Water shall be drawn off and water side thoroughly washed out.
 - c. Manhole and handhole plates, washout plugs, inspection plugs in water column connections shall be removed.
 - d. The boiler shall be cooled and thoroughly cleaned.
 - e. All grates of internally fired boilers shall be removed.
 - f. Insulation and brickwork shall be removed as required to determine condition of boiler, headers, furnace, supports or other parts.
 - g. Pressure gage(s) shall be removed and tested.
 - h. Any leakage of steam or hot water into the boiler shall be prevented by disconnecting the pipe or valve at the most convenient point.
 - i. Before opening the manhole and entering any part of the boiler, The required steam or water system stop valves must be closed, tagged, and padlocked. All drain valves or cocks located between the two valves shall be opened.
5. Inspector will not enter boiler until satisfied that necessary safety precautions and pre inspection preparations have been made.
6. If a boiler has not been properly prepared for an internal inspection, the inspector should decline to make the inspection.
7. If materials to be worked on are known or suspected to contain asbestos, check the building's asbestos management plan to see if they have been tested for asbestos. If they are suspect but have not been tested, have them tested. Manage asbestos in accordance with the plan.
8. Account for all tools, materials, and equipment before closing boiler.

Procedure:

1. Insulation and Brickwork: Check for defects and deterioration commonly found in the particular type of boiler being inspected.
2. Lighting: Flashlight should be used in preference to an extension light. When a portable extension light is used in a confined space, it shall not be operated at more than 12 volts.
3. Scale, oil, etc.:
 - a. Examine all surfaces of exposed metal on waterside of boiler for deposits caused by water treatment, scale, oil, or other substances.
 - b. The smallest amount of oil is dangerous and immediate steps should be taken to clean affected surfaces and prevent further contamination, excess scale or other deposits should be removed by appropriate chemical or mechanical means.

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4. Stays and stay bolts:
 - a. Examine stays to determine whether or not they are in even tension. All fastened ends should be examined to determine whether cracks exist where stays are punched or drilled for rivets or bolts.
 - b. Test firebox stay bolts by tapping one end of each bolt with a hammer and, where practical, a hammer or other heavy tool should be held on the opposite end to make the test more effective. An unbroken bolt should give a ringing sound while a broken bolt will give a hollow sound. Replace broken stay bolts.
5. Examine manholes, reinforcing plates and nozzles or other connections flange or screwed into the boiler for evidence of defects both internally and externally. If possible, observation should be made from the inside of the boiler as to whether connections are properly made to the boiler. Examine all openings leading to external attachments, such as water column connections, low water fuel cutoff devices, openings in dry pipes and openings to safety valves to ensure they are free from obstruction.
6. Fire Surfaces:
 - a. Examine for bulging and blistering:
 - b. Inspect all plate or tube surfaces exposed to the fire also check whether any part of the boiler has become deformed by bulging and blistering.
7. Cracks:
 - a. Examine vulnerable areas such as ligaments between the holes on watertube boiler drums, between tube holes on tube sheet of firetube boilers, at any flange where repeated flexing of the plate occurs during operation and around welded pipe and tube connections.
 - b. Lap joint boilers are subject to cracking where plates lap in the longitudinal seam. If there is any evidence of leakage or other distress at this point, the inspector should thoroughly examine the area to determine whether cracks exist in seams. REPAIR OF LAP JOINT CRACKS ON LONGITUDINAL SEAMS IS PROHIBITED.
8. Corrosion:
 - a. Inspect for corrosion.
 - b. When active corrosion is found, provide advice to correct as necessary.
9. Grooving:
 - a. Inspect for grooving. Examine as construction permits all flange surfaces, particularly the flanges of unstayed heads.
 - b. Provide corrective advice for any defects found.
10. Firetubes: Examine closely for reduction in thickness near or at tube ends.
11. Watertubes:
 - a. Inspect for corrosion, erosion, bulges, cracks, or any evidence of defective welds.
 - b. Examine short tubes and nipples used to join drums and headers, there is a tendency for fuel and ash to lodge in these areas and corrosion is likely in the presence of moisture.
12. Blowoff Piping:
 - a. Inspect blowoff piping connections and fittings.
 - b. Determine that blowout piping is properly secured and discharges at a safe point.
13. Automatic Low Water Fuel Cutoff and Water Feeding Devices: Ensure automatic low water fuel cut off and water feeding devices are properly installed. The float linkage and connections should be examined for wear and the float chamber should be free of sludge or other accumulation.
14. Safety and Safety Relief Valves:
 - a. Check valves for correct pressure setting and adequate discharge pipe supports.
 - b. The safety or safety relief valve on a steam or hot water heating boiler should be tested manually once each month and pressure tested once each year.
15. Pressure Gages:
 - a. When required, pressure gages shall be tested and calibrated.
 - b. Location of steam pressure gage(s) should be noted to determine whether it is exposed to high temperature from an external source or to internal heat due to lack of protection by a proper siphon or trap.

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16. Hydrostatic Test:
 - a. The test pressure should not exceed 1½ times the maximum allowable working pressure.
 - b. The safety valve or valves should be removed or each disk shall be held down by means of a testing clamp.
17. Record Review: Review boiler log, records of maintenance and feed water treatment to determine what regular tests have been made on boiler and controls.
18. Conclusions: Any defects or deficiencies in condition, operating and maintenance practices of the boiler and auxiliary equipment should be discussed by the inspector with the owner or user at this time.

Reports and Records:

1. GSA Form 349, Inspection Report of Boiler, shall be prepared for each boiler when it is inspected.
2. GSA Form 1034, Certification of Inspection, shall be issued when the boiler has been approved for operation. The original and one copy is required. The original is posted on or near the equipment and the copy is forwarded to the regional office.

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B-8 Boiler External Inspection (Frequency: Annual)

Application:

Guide card applies to both heating boilers and power boilers. The guide card will identify which information applies to only one of these two boilers.

Special Instructions:

1. Perform boiler external inspection with internal inspection and annual preventive maintenance.
2. Perform internal boiler inspection in accordance with requirements of American Society of Mechanical Engineers (ASME), Section VI, Recommended Rules for Care and Operation of Heating Boilers, and Section VII, Recommended Rules for Care of Power Boilers; and National Board Inspection Code ANSI/NB-23, A Manual for Boiler and Pressure Vessel Inspectors.
3. Following internal inspection and as part of external inspection boiler shall be brought up to operating pressure and temperature.
4. Inspection shall be performed by inspectors certified by the National Board of Boiler Pressure Vessel Inspectors.
5. All automatically and manually operated control devices provided for controlling operation and safety of the vessel, steam or water pressure, hot water temperature, combustion, and boiler water level shall be inspected under operating conditions.
6. All associated valves and piping, pressure and temperature indicating devices, metering and recording devices, and all boiler auxiliaries shall be inspected under operating conditions.
7. All combustion controls attached to the boiler regardless of the fuel being fired must be in good working order or the inspection certificate shall be withheld.
8. If materials to be worked on are known or suspected to contain asbestos, check the building's asbestos management plan to see if they have been tested for asbestos. If they are suspect but have not been tested, have them tested. Manage asbestos in accordance with the plan.

Procedure:

1. Inspect overall cleanliness and accessibility of boiler and auxiliary equipment. Boiler fittings, valves and piping should be checked for compliance with ASME code and jurisdictional requirements.
2. Pressure Gages: Note the pressure reading indicated on pressure gage and compare it with another gage on the same system or with a standard test gage.
3. Water Level Gage Steam Boilers:
 - a. Observe the blowdown of the water gage in its normal manner and the promptness of the return of water in the gage should be noted.
 - b. During the test of the water level gage, water and steam connections should be blown separately to ensure both are clear.
4. Safety and Safety Relief Valves:
 - a. Safety valves should be tested by allowing the pressure in the boiler to rise to the popping pressure, and subsequent fall, to check the actual popping pressure and blowdown. If this is not practical, the valve should be tested by the boiler operator for free operation by use of the lifting lever, provided the boiler pressure is 75% or more of the set pressure.
 - b. Inspect valve discharge pipe to determine if discharge pipe is free and in accordance with ASME Code requirements.
 - c. When inspections reveal that a safety valve is not operating properly, the boiler shall be taken out of service and the valve shall be replaced or repaired.
5. Low Water Fuel Cutoff or Feed Controls: Observe the test of these controls after the drain has been opened. Close the drain and observe the promptness of the return to normal such as the silencing of an alarm or stopping of a feed pump should be noted.
6. Blowoff Piping Power Boilers: Observe blowdown of the boiler in normal manner, check for freedom of piping to expand and contract and ensure there is no excessive vibration.

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7. Piping, Connections and Fittings:
 - a. Inspect piping to ensure there is provision for expansion and adequate support.
 - b. Piping and fittings should be examined for evidence of leakage and excessive vibration. Also closely examined to determine that they are properly rated for the service conditions to which they are subjected.
8. Pressure controls (heating steam boilers): Verify that each automatically fired steam boiler is protected from over pressure by not less than two pressure operated controls one of which may be an operating control.
9. Record Review: Review the boiler log and records of maintenance and feed water treatment to insure that regular and adequate tests have been made on the boiler and controls.
10. Reports and Records:
 - a. GSA Form 349, Inspection Report of Boiler, shall be prepared for each boiler when it is inspected.
 - b. GSA Form 1034, Certification of Inspection, shall be issued when the boiler has been approved for operation. The original and one copy is required. The original is posted on or near the equipment and the copy is forwarded to the regional office, if required.
11. Conclusions: During all test the actual operating and maintenance practices should be noted by the Inspector and a determination made as to their acceptability.

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C-1 Clocks, Central System (Frequency: Semiannual)

Special Instructions:

1. Review manufacturer's instructions.
2. This work should be done in spring and fall when time is changed from standard to daylight and back.

Checkpoints:

1. Clean dirt and dust from interior and exterior of cabinet.
2. Adjust relays, check transmission of signal.
3. Tighten contacts and terminal screws.
4. Burnish contacts if necessary.
5. Perform work suggested by manufacturer's instruction book.

Recommended Tools, Materials, and Equipment.

1. Standard Tools – Basic

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C-2 Remote Air Intake Dampers (Frequency: Semiannual)

Checkpoints:

1. Check damper for freedom of movement and proper operation.
2. Observe damper operation through full operating range, by activating controller. Adjust linkage on vanes if out of alignment.
3. Check damper surfaces for wear and clean vanes.
4. Check actuator/damper linkage for proper operation. Adjust if needed. Tighten operator arm set screws.
5. Lubricate mechanical connections sparingly. Wipe off excess.
6. Check actuator for proper operation. If it does not stroke properly, check for binding drive stem. If actuator still does not operate properly, replace the diaphragm (pneumatic actuators).
7. Check for air leaks around actuator and in air line between controller and actuator.
8. Lubricate actuator linkage sparingly. Wipe off excess lubricant. DO NOT LUBRICATE actuator/drive stem.
9. Clean off any corrosion or rust on damper frame and or damper blades, coat with proper type and color paint.

Recommended Tools, Materials, and Equipment:

1. Standard Tools - Basic
2. Cleaning equipment and materials. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
3. Lubricants

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C-3 Coils Preheat, Reheat, Etc. (Remote Locations) (Frequency: Annual)

Application:

This guide applies to coils that are not part of an air washer or air handling unit.

Special Instructions.

Review the Standard Operating Procedure for "Selection, Care, and Use of Respiratory Protection."

Checkpoints:

1. Vacuum or blow out the fins, coils, etc.
2. Remove obstructions to air flow.
3. Check coils. Correct or report any leaks.
4. Test and inspect controls that protects coils against freezing.
5. Check for rust or corrosion around coil frame and coil mounting bracket. Clean, prepare for painting and coat with proper type paint as necessary.

Recommended Tools, Materials, and Equipment:

1. Standard Tools - Basic
2. Vacuum Cleaner wet/dry
3. Radiator brush
4. Coil cleaner. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
5. Respirator
6. Safety goggles
7. Materials to properly prepare and paint metal. Consult the MSDS to ensure that the paint lead level is 0.06% or less.

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C-4 Central Mini-Computer. HVAC Systems (Frequency: Quarterly)

Special Instructions:

1. Schedule maintenance with operating personnel.
2. Obtain and review manufacturer's information for servicing, testing and operating.
3. Obtain "AS BUILT" diagrams of installation.

Checkpoints:

1. Clean, calibrate and adjust all central (main-frame), remote (peripheral) and interface systems.
2. Test and analyze results for systems operational integrity.
3. Test all power supplies and battery charging networks.
4. Test all software and firm ware programs for applied results.
5. Prepare a written service report as to test results and service performed and file with the buildings manager.

Recommended Tools, Materials, and Equipment:

1. Tool Group B
2. Manufacturer's testing instruments
3. Cleaning tools and materials. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
4. Lubricants. Consult the MSDS for hazardous ingredients and proper PPE.

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C-5 Automatic Mixing Box Pneumatic or Electric (Frequency: Annual)

Special Instructions:

1. Review manufacturer's specifications.

Checkpoints:

1. Check to see that the operating control thermostat activates the damper per design specifications. If not, recalibrate. Replace if it is defective with the same type action (direct or reverse action) and temperature range.
2. Check damper linkage for tightness or damage. Lightly oil moving parts.
3. Inspect dampers for free movement in mixing box. Replace felt or other type seals as required.
4. Inspect mixing box and hot and cold connecting ducts for air leaks. Correct leaks with duct tape or tighten connections, as required.
5. Inspect damper actuators for tightness to mounting brackets.
6. Tighten electrical connections to servo-motors, and test if applicable.
7. If pneumatic actuator does not stroke properly, correct sticking valve stem or binding linkage. Replace diaphragm or actuator if necessary.
8. Inspect for air leaks around actuator and in air line between controller and actuator.
9. Inspect thermostat for proper location and check main and branch air lines at thermostat for crimps, breaks, etc. Repair if needed.

Recommended Tools, Materials, and Equipment:

1. Tool Group B
2. Control drawings
3. Calibration tools
4. Lubricants. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
5. Duct tape
6. Cleaning materials and equipment. Consult the MSDS for hazardous ingredients and proper PPE.
7. Safety goggles

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C-6 Controls, Central System HVAC (Frequency: Annual)

Special Instructions:

1. Read and understand manufacturer's instructions before making adjustments or calibration.
2. Obtain control system diagrams.
3. Before calibrating or adjusting pneumatic controls, adjust the pressure of the main control air supplying pneumatic sensors, thermostats, and controllers to manufacturer's specifications.
4. Servicing of pneumatic air compressors and control air reducing stations shall be performed at the same time to prevent duplication of some service checkpoints.

Checkpoints:

1. Check set point of controls (temperature, humidity, or pressure).
2. Compare control point with an external measuring device, note deviations, and adjust.
3. Check the unit over its range of control. If possible, impose simulated conditions to activate controls and check operation.
4. Check for control point cycling.
5. Check for correct pressure differential on all two position controllers (on-off-open-closed).
6. Check condition and action of primary elements in the controllers (bi-metallic strips, and or sealed bellows with capillary tubing for remote sensing).
7. Note the action of the controlling device (thermostats, humidistats, and pressurestats) which changes the action of the controlled device (motors, valves, dampers, etc.)
8. On electronic controls check the source of the signal and its amplification.
9. Check air systems for leaks, check for correct main control air pressure to control devices. Check units for proper closing and loose connections.
10. Check the condition and the ability of humidity sensing control elements (hair, wood, leather, or similar substances) to read the moisture changes and their action on the control mechanism.
11. Check resulting action of the pressure sensing primary control elements such as diaphragms, bellows, inverted bells, and similar devices when activated by air, water, or similar pressure. Check operation of all relays, pilot valves, and pressure regulators.
12. Replace air filters in sensors, controllers, and thermostats as required.
13. Use test kits and manufacturer's instructions whenever possible. Replace rather than rebuild a control installed in the system. Take control to shop for repair.

Recommended Tools, Materials, and Equipment:

1. Tool Group B
2. Pressure gauge, psychrometer
3. Volt Ohm Meter
4. Air filter replacements
5. Control spares as needed

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C-7 Condensate or Vacuum Pump (Frequency: Annual)

Special Instructions:

1. Review manufacturer's instructions.
2. This maintenance should only be performed when it will not prevent operation of the steam boiler.

Checkpoints.

1. Operate unit to check for steam binding.
2. Check condensate temperature. It should be approximately 30Q F (17Q C) below steam temperature if traps are not leaking.
3. Examine flanges for steam leaks; replace gaskets as necessary.
4. Pump receiver down.
5. Turn condensate to sewer.
6. Shut down unit.
7. Clean and examine receiver, vent pipe, inlet and discharge openings for corrosion; remove all external corrosion, and paint with appropriate type paint.
8. Clean and adjust motor float switch and float operation on high low water level. Inspect float rods and pressure switches.
9. Make any adjustments as necessary.
10. Check alignment of motor and pump coupling with straight edge. Align if necessary.
11. Lubricate pump and motor.
12. Adjust packing glands and change packing when necessary.
13. Examine vacuum breaker operation.
14. Inspect ball floats, rods, and other linkage, adjust as necessary.
15. Properly dispose of all debris.

Recommended Tools, Materials, and Equipment:

1. Tool Group C
2. Lubricants. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
3. Clean wiping cloths.
4. Gasket materials as required.
5. Metal cleaning materials and appropriate paint as necessary. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
6. Six inch level and straight edge.

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C-8 Central Control Panel (Frequency: Annual)

Special Instructions:

1. Schedule maintenance with operating personnel.
2. Obtain and review manufacturer's information for servicing, testing, and operating.
3. Obtain "AS BUILT" diagrams of installation.

Checkpoints:

1. Clean, lubricate and adjust all electro-mechanical components (printers, relays, graphic projectors, command buttons and switches).
2. Test data transmission to and from remote panels and input/output devices. Recalibrate and/or repair.
3. Verify command functions by observing resultant action (on-off, open-close, etc.).
4. Test alarm report devices and subsystems and analyze visual, audible and printed annunciation. Clean, recalibrate, repair or replace defective components.
5. Test scanning system. Repair if necessary. Note: Systems incorporating open type relays should be cleaned.
6. Check operating data. Analyze for accuracy.

Recommended Tools, Materials, and Equipment:

1. Tool Group B
2. Obtain and understand how to use the manufacturer's testing instruments.
3. Cleaning tools and materials. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
4. Lubricants as specified by equipment manufacturer. Consult the MSDS for hazardous ingredients and proper PPE.
5. Lint free cleaning cloths.

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C-9 Cooling Tower Maintenance (Frequency: Annual)

Special Instructions:

1. Schedule performance of this PM activity prior to seasonal start-up. Consider the time needed to affect any required repairs.
2. Review the Standard Operating Procedure for "Controlling Hazardous Energy Sources."
3. Perform cleaning of the tower in accordance with PM guide C-10 before performing this PM activity.
4. Review manufacturer's instructions.
5. De-energize, lock out, and tag electrical circuits.
6. Review the Standard Operating Procedure for "Selection, Care, and Use of Respiratory Protection".
7. Properly dispose of any debris, excess oil, and grease.
8. If materials to be worked on, such as the wet deck panels, are known or suspected to contain asbestos, check the building's asbestos management plan to see if they have been tested for asbestos. If they are suspect but have not been tested, have them tested. Manage asbestos in accordance with the plan.

Checkpoints:

1. Exterior Structural:
 - a. Inspect louvers for correct position and alignment, missing or defective items, and supports.
 - b. Inspect casings and attaching hardware for leaks or defects. Check the integrity and secure attachment of the corner rolls.
 - c. Inspect for loose or rotten boards on wood casings. Examine from the interior. Extensive damage may require replacement with fiberglass sheathing.
 - d. Inspect condition of access doors and hinges. Repair as necessary.
 - e. Inspect the distribution system including flange connectors and gaskets, caulking of headers on counterflow towers, deterioration in distribution basins, splash guards, and associated piping on crossflow towers. If configured with water troughs check boards for warpage, splitting, and gaps.
 - f. Examine the drain boards for damage and proper drainage. Check the fasteners also.
 - g. Inspect stairways including handrails, knee rails, stringers, structure and fasteners for rot, corrosion, security and acid attack.
 - h. Shake ladders to verify security, and check all rungs.
 - i. Check the security, rot, and corrosion on walkway treads. Check treads, walkways, and platforms for loose, broken, or missing parts. Tighten or replace as necessary.
 - j. Ladders must be checked for corrosion, rot, etc. Verify compliance with Occupational Safety and Health regulations regarding height requirements. Check ladder security.
 - k. Check fan decks and supports for decay, missing and broken parts, and gaps. Check the security.
 - l. Fan cylinders must be securely anchored. Check fastening devices. Note any damaged, missing, or corroded items. Watch for wood rot and corrosion of steel. Verify proper tip clearance between the fan blade and interior of cylinder. Verify compliance with OSHA requirements regarding height. Check its condition.
 - m. Apply protective coatings as needed on exterior surfaces. Be sure rust and dirt have been removed first.
2. Interior Structural:
 - a. Inspect the distribution system piping for decay, rust, or acid attack. Check the condition and tightness of connections and branch arms. Observe spray pattern of nozzles if possible and note missing and defective nozzles. Note condition of the redistribution system under the hot water system.
 - b. Inspect mechanical equipment supports and fasteners for corrosion. Wood structural members in contact with steel should be checked for evidence of weakness. Check condition of springs or rubber vibration absorption pads, including adjusting bolts, ferrous members, and rubber pads.
 - c. Check valves and operating condition of fire detection system. Check for corrosion of pipes and connectors. Check wiring of any thermocouple installed.
 - d. Check drift eliminators and supports. Remove any clogging debris. Replace missing blades.

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- e. Inspect tower fill for damage, ice breakage, deterioration, and misplaced, missing, or defective splash bars.
 - f. Examine interior structural supports. Test columns, girts, and diagonal wood members for soundness by striking with a hammer. A high pitched, sharp sound indicates good wood, whereas a dull sound indicates soft wood. Probe rotted areas with a screw driver to determine extent of rot. Look for iron rot of metal fasteners in contact with wood. Check condition of steel internals. Check condition and tightness of bolts.
 - g. Inspect the nuts and bolts in partitions for tightness and corrosion. Look for loose or deteriorated partition boards. Note if partitions are installed so as to prevent wind milling of idle fans. Make sure wind walls parallel to intake louvers are in position. Boards or transite members should be securely fastened. Check condition of wood or steel supports for rot and corrosion.
 - h. Check wooden cold water basins for deterioration, warps, splits, open joints, and sound of wood. Inspect steel basins for corrosion and general condition. Inspect concrete basins for cracks, breaking joints, and acid attack.
 - i. Check all sumps for debris, condition of screens, antiturbular plates, and freely operating drain valves.
3. Mechanical:
- a. Check alignment of gear, motor, and fan.
 - b. Inspect fans and air inlet screens and remove any dirt or debris.
 - 1) Check hubs and hub covers for corrosion, and condition of attaching hardware.
 - 2) Inspect blade clamping arrangement for tightness and corrosion.
 - c. Gear box
 - 1) Clean out any sludge.
 - 2) Change oil. Be sure gear box is full to avoid condensation.
 - 3) Rotate input shaft manually back and forth to check for backlash.
 - 4) Attempt to move the shaft radially to check for wear on the input pinion shaft bearing.
 - 5) Look for excessive play of the fan shaft bearings by applying a force up and down on the tip of a fan blade. Note: Some output shafts have a running clearance built into them.
 - d. Power transmission.
 - 1) Check that the drive shaft and coupling guards are installed and that there are no signs of rubbing. Inspect the keys and set screws on the drive shaft, and check the connecting hardware for tightness. Tighten or install as required.
 - 2) Look for corrosion, wear, or missing elements on the drive shaft couplings.
 - 3) Examine the exterior of the drive shaft for corrosion, and check the interior by tapping and listening for dead spots.
 - 4) Observe flexible connectors of both ends of the shaft.
 - 5) Inspect bearings, belts, and pulleys for excessive noise, wear or cracking, alignment, vibration, looseness, surface glazing, tension. Replace or repair as required.
 - e. Check water distribution. Adjust water level and flush out troughs if necessary. Check all piping, connections, and brackets for looseness. Tighten loose connections and mounting brackets. Replace bolts and braces as required.
 - f. Check nozzles for clogging and proper distribution.
 - g. Inspect keys and keyways in motor and drive shaft.
4. Electrical:
- a. Check electric motor for excessive heat and vibration. Lubricate all motor bearings as applicable. Remove excess lubricant.
 - b. Inspect fused disconnect switches, wiring, conduit, and electrical controls for loose connections, charred or broken insulation, or other defects. Tighten, repair, or replace as required.
 - c. Remove dust from air intakes, and check for corrosion. Check TEFC motors for conditions of air passages and fans.
 - d. If there is a drain moisture plug installed, see if it is operational.
 - e. Check amps and volts at operating loads, recommend pitching of fan blades to compensate.
 - f. Look for corrosion and security of mounting bolts and attachments.

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Recommended Tools, Materials, and Equipment:

1. Tool Group C
2. Protective coating, brushes, solvent, etc. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
3. Manufacturer approved lubricants. Consult the MSDS for hazardous ingredients and proper PPE.
4. Cleaning tools and materials. Consult the MSDS for hazardous ingredients and proper PPE.
5. Respirator.
6. Safety goggles
7. Work gloves
8. Ladders of appropriate size constructed according to OSHA/ANSI standards or scaffolding. Check ladder for defects. Do not use defective ladders.
9. Amp probe and volt meter
10. High pressure washer

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C-10 Cooling Tower Cleaning (Frequency: Quarterly)

Application:

This applies to all cooling towers and evaporative condensers. Those located on the mezzanine or lower levels and near fresh air intakes are particularly important.

Special Instructions:

1. Perform work before seasonal start-up (unless system has remained clean and free of biodeposits), before seasonal shutdown, and quarterly during the cooling season.
2. Review the Standard Operating Procedure for "Controlling Hazardous Energy Sources."
3. Review manufacturer's instructions.
4. De-energize, tag, and lock electrical circuits.
5. Review the Standard Operating Procedure for "Selection, Care, and Use of Respiratory Protection".
6. Ensure that there are safe and sturdy ladders and platforms to perform the lifting and cleaning required.
7. If biological growth is excessive, have a qualified water treatment specialist review your treatment program.
8. Refer to Table A for information on chlorine use.
9. If materials to be worked on, such as the wet deck panels, are known or suspected to contain asbestos, check the building's asbestos management plan to see if they have been tested for asbestos. If they are suspect but have not been tested, have them tested. Manage asbestos in accordance with the plan.

Checkpoints:

1. Close building air intake vents within the vicinity of the cooling tower until the cleaning procedure is complete.
2. Shut down, drain, and flush the cooling tower with water (check with state to determine if there are any restrictions on discharging the water). Isolate the cooling tower from the rest of the condenser water system where applicable.
3. Clean the wet deck, remove all debris, and dispose of properly. If the wet deck panels contains asbestos, follow the asbestos management plan for isolation, notification, work practice, and waste disposal.
4. Inspect the tower, the tower basin and holding tank for sediment and sludge, and any biological growth.
5. Using low pressure water hose or brushes, clean the tower, floor, sump, fill, spray pans and nozzles and removable components such as access hatches, ball float, and other fittings until all surfaces are clean and free of loose material. Porous surfaces such as wooden and ceramic tile towers will require additional cleaning and brushing. Clean cracks and crevices where buildup is not reached by water treatment.
6. Clean all system strainers and strainer housings.
7. Remove drift eliminators and clean thoroughly using a hose, steam, or chemical cleanser.
8. Check fan and air inlet screens and remove any dirt or debris.
9. Reassemble components, and fill tower and cooling system with water.
10. Monitor the water pH and maintain pH within a range of 7.5 to 8.0. The pH can be monitored with litmus paper or a pH meter.

Perform the following if a more thorough disinfectant cleaning is needed.

1. Add a silicate-based low or non-foaming detergent as a dispersant at a dosage of 10-25 pounds per thousand gallons of water in the system.
 - a. Use a silicate-based low or non-foaming detergent such as Cascade®, Calgonite®, or equivalent product. (Trade names mentioned do not imply endorsement by the government).
 - b. If the total volume of water in the system is not known, it can be estimated to be ten (10) times the recirculating rate (gallons per minute) or 30 gallons per ton of refrigeration capacity.

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- c. The dispersant is best added by first dissolving it in water and adding the solution to a turbulent zone in the water system, such as the cooling tower basin near the pump suction.
- d. Contact a professional water treatment specialist for a dispersant which may be safely used without interfering with the operation of the system.
2. Add chlorine disinfectant to achieve 25 parts per million (ppm) of free residual chlorine.
 - a. Maintain 10 ppm of free residual chlorine in water returning to the cooling tower for 24 hours.
 - b. A swimming pool test kit may be used to monitor the chlorine. Follow the manufacturer's instructions. Test papers such as those used to monitor restaurant sanitizing tanks may also be used.
 - c. Monitor every 15 minutes for two hours to maintain the 10 ppm level. Add chlorine as needed to maintain this level.
 - d. Two hours after the slug dose or after three measurements are stable at 10 ppm of free residual chlorine, monitor at two-hour intervals to maintain the 10-ppm of free residual chlorine.
 - e. Some kits cannot measure 10 ppm. In this case dilute the test sample with distilled water to bring it within the test set range.
3. After 24 hours, drain the system (check with state to determine if there are any restrictions on discharging the water).
4. Adjust bleed, float, central valve for desired water level.
5. Open any building air vents that were closed prior to the cleaning of the cooling tower.
6. Implement an effective routine treatment program for microbial control.
7. Document all maintenance and cleaning procedures by date and time. Record the brand name and the volume or weight of chemicals used.

Recommended Tools, Materials, and Equipment:

1. Tool Group C
2. Pressure washer with hose and nozzle.
3. Cleaning tools and materials. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
4. Appropriate chemicals and detergents (see guide card for details). Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
5. Respirator with acid/gas/mist/HEPA filters. For other chemicals, refer to the Material Safety Data Sheet (MSDS) for recommended respirator).
6. Safety goggles.
7. Waterproof clothing (while working inside a wet tower).
8. Gloves (refer to MSDS on chemicals used for the type of gloves required).
9. Rubber boots if wet.
10. Litmus paper or pH meter
11. Swimming pool test kit

TABLE OF VALUES

Chlorine Compounds	Percent Available Chlorine	Weight per 1000 gallons
Hypochlorites		
Calcium, Ca(OCl) ₂ (HTH)	70	0.3 lb.
Sodium, NaOCl		
Industrial grade	12-15	1.5 lb.
Domestic grade (bleach)	3-5	5.25 lb.
Potassium or sodium chlorinated isocyanurates	55-65	0.4 – 0.33 lb.
	66-90	0.33 – 0.25 lb.

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*Only those compounds commonly available in most communities are listed. Other appropriate compounds may be suggested by a water treatment specialist.

**These weights are approximate and are calculated to attain a free chlorine level of 25 ppm in a theoretical cooling tower system with no biodeposits. If biodeposits are present, additional chlorine will be required. Calculate the volume of the entire cooling tower system, including the cooling tower water and the recirculating water; it should be several times more than the holding capacity of the tower.

***Select only fast-release compounds, which are available in pellets, granular or extra granular forms in the 55-65% available chlorine category. Compounds with higher percentages of available chlorines (66-90%) release more slowly; use only the granular or extra granular forms.

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C-11 Evaporative Condenser (Frequency: Annual)

Special Instructions:

1. Perform cleaning of the condenser in accordance with PM guide C-10 before performing this PM activity
2. Schedule performance of this PM activity prior to seasonal start-up.
3. Review manufacturer's instructions.
4. Review the Standard Operating Procedure for "Controlling Hazardous Energy Sources."
5. De-energize, lock out, and tag electrical circuits.
6. Comply with the latest provisions of the Clean Air Act and Environmental Protection Agency (EPA) regulations as they apply to protection of stratospheric ozone.
7. No intentional venting of refrigerants is permitted. During the servicing, maintenance, and repair of refrigeration equipment, the refrigerant must be recovered.
8. Whenever refrigerant is added or removed from equipment, record the quantities on the appropriate forms.
9. Recover, recycle, or reclaim the refrigerant as appropriate.
10. If disposal of the appliance is required, follow regulations concerning removal of refrigerants and disposal of the appliance.
11. If materials containing refrigerants are discarded, comply with EPA regulations as applicable.
12. Refrigerant oils to be removed for disposal must be analyzed for hazardous waste and handled accordingly.
13. For refrigerant type units, closely follow all safety procedures described in the Material Safety Data Sheet (MSDS) for the refrigerant and all labels on refrigerant containers.
14. Properly dispose of any debris, excess oil, and grease.
15. If materials to be worked on are known or suspected to contain asbestos, check the building's asbestos management plan to see if they have been tested for asbestos. If they are suspect but have not been tested, have them tested. Manage asbestos in accordance with the plan.

Checkpoints:

1. Exterior Structural:
 - a. Inspect louvers for correct position and alignment, missing or defective items, and supports. Examine for ice damage.
 - b. Inspect casings and attaching hardware for leaks or defects.
 - c. Inspect condition of access doors and hinges. Repair as necessary.
 - d. Inspect the distribution system, including flange connectors and gaskets, caulking of headers, deterioration in distribution basins, splashguards, and associated piping.
 - e. Check screens.
 - f. Inspect stairways (if applicable), including handrails, knee rails, stringers, structure, and fasteners for rot, corrosion, security, and acid attack.
 - g. Shake ladders (if applicable) to verify security. Check all rungs. Verify compliance with Occupational Safety and Health (OSHA) regulations regarding height requirements.
 - h. Fan cylinders must be securely anchored. Check fastening devices. Note any damaged, corroded, or missing items. Verify proper tip clearance between the fan blade and interior of the cylinder. Verify compliance with OSHA requirements regarding height. Check its condition.
 - i. Apply protective coatings as needed on metal surfaces. Be sure rust and dirt have been removed first.
2. Interior Structural:
 - a. Inspect the distribution system piping for decay, rust, or acid attack. Check the condition and tightness of water and coil connections. Observe spray pattern of nozzles if possible and note missing and defective nozzles.
 - b. Inspect mechanical equipment supports and fasteners for corrosion. Check condition of springs or rubber vibration absorption pads, including adjusting bolts, ferrous members, and rubber pads.

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- c. Check valves, float valve, and continuous bleed line (should be open). Check operating condition of fire detection system, if installed. Check for corrosion of pipes and connectors. Check wiring of any thermocouple installed.
 - d. Inspect condenser fill for damage, ice breakage, deterioration, or misplaced, missing, or defective splash bars.
 - e. Examine interior structural supports. Look for iron rot of metal fasteners. Check condition of steel internals. Check condition and tightness of bolts.
 - f. Inspect the nuts and bolts in partitions for tightness and corrosion. Check condition of steel supports for rot and corrosion.
 - g. Check steel cold water basins for corrosion and general condition.
 - h. Check all sumps for debris, condition of screens, antiturbular plates, and freely operating drain valves.
3. Mechanical:
- a. Check alignment of gear, motor, and fan(s).
 - b. Check fan(s) and air inlet screens. Remove any dirt or debris.
 - 1) Check hubs and hub covers for corrosion and condition of attaching hardware.
 - 2) Inspect blade clamping arrangement for tightness and corrosion.
 - c. Gear box:
 - 1) Clean out any sludge.
 - 2) Change oil in gear reducer. Be sure gear box is full to avoid condensation.
 - 3) Rotate input shaft manually back and forth to check for backlash.
 - 4) Attempt to move the shaft radially to check for wear on the input pinion shaft bearing.
 - 5) Look for excessive play of the fan shaft bearings by applying force up and down on the tip of a fan blade. (Note: Some output shafts have a running clearance built into them.)
 - d. Power transmission:
 - 1) Check that the drive shaft and coupling guards are installed and that there are no signs of rubbing. Inspect the keys and set screws on the drive shaft and check the connecting hardware for tightness. Tighten or install as required.
 - 2) Look for corrosion, wear, or missing elements on the drive shaft coupling.
 - 3) Examine the exterior of the drive shaft for corrosion. Check the interior by tapping and listening for dead spots.
 - 4) Observe flexible connectors of both ends of the shaft.
 - 5) Inspect bearings, belts, and pulleys for excessive noise, wear or cracking, alignment, vibration, looseness, surface glazing, tension. Replace or repair as necessary.
 - e. Inspect condenser coil, fins, sprays, connections, etc. Clean if required.
 - f. Check water distribution. Adjust water level and flush out troughs if necessary. Check all piping, connections, and brackets for looseness. Tighten loose connections and mounting brackets. Replace bolts and braces as required.
 - g. Check nozzles for clogging and proper distribution.
 - h. Check pump. Lubricate as required.
 - i. Check water treatment equipment for proper operation and condition. Clean and paint as necessary.
4. Electrical:
- a. Check electrical motor for excessive heat and vibration.
 - b. Inspect wiring, conduit, and electrical controls for loose connections, charred or broken insulation, or other defects. Tighten, repair, or replace as necessary.
 - c. Remove dust from air intakes and check for corrosion. Check TEFC motors for condition of air passages and fans.
 - d. If there is a drain moisture plug installed, see if it is operational.
 - e. Check motor and starters. Check amps and volts at operating loads.
 - f. Look for corrosion and security of mounting bolts and attachments.

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Recommended Tools, Materials, and Equipment:

1. Tool Groups A and C.
2. Lubricants. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
3. Cleaning materials. Consult the MSDS for hazardous ingredients and proper PPE.
4. Safety goggles.
5. Work gloves.
6. Ladders of appropriate size constructed in accordance with OSHA/ANSI standards or scaffolding. Check ladders for defects. Do not use defective ladders.
7. Volt-amp meter.
8. High pressure washer.
9. Protective coatings, brushes, solvents, etc. Consult the MSDS for hazardous ingredients and proper PPE.

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C-13 Crane, Electric (Frequency: Quarterly)

Application:

This guide card applies to electric driven cranes mounted on overhead tracks, mounted on walls or mounted on the floor. It is not to be applied to hydraulic lifts. The push button operators are included with normal PM, but the electric drive motor will be serviced using guide card M-3 and the electrical supply by the appropriate guide card.

Special Instructions:

1. Coordinate related PM items at this time, i.e. M-3, E-35 Motor Control Center, etc.
2. Review manufacturer's instructions for operation and maintenance.
3. Review the Standard Operating Procedure for "Controlling Hazardous Energy Sources."
4. Shut off electrical power, tag and lockout of service.
5. The height of the crane may require the use of scaffolding or hydraulic lifts to accomplish this PM.

Checkpoints:

1. Inspect trolley wheels and track for condition.
2. Check braking system, including any hydraulic reservoirs.
3. Inspect all structural features including framing, supports, bracing, anchors, etc.
4. Scrape, wire brush, treat with rust inhibitor and paint all rusted or bare metal areas.
5. Inspect cables for worn, frayed or broken strands. Adjust tension if necessary.
6. Inspect pulleys, sheaves, chains, etc. for alignment and wear.
7. Check operation of controls, including limit switches.
8. Lubricate in accordance with manufacturer's recommendations.
9. Check oil in gear case, add or replace in accordance with manufacturer's instructions.
10. Remove tags and lockout, restore power.
11. Test operation.

Recommended Tools, Materials, and Equipment:

1. Tool Group B.
2. Cleaning supplies. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
3. Lubricants. Consult the MSDS for hazardous ingredients and proper PPE.
4. Safety goggles.

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C-14 Chain Hoist and Trolley (Frequency: Annual)

Special Instructions:

1. See manufacturer's instructions.
2. Secure any attached electrical gear.
3. Notify personnel in area.

Checkpoints:

1. Lower chain hoist and trolley to floor.
2. Inspect trolley bearings and lubricate. Remove any excess lubrication and clean wheels.
3. Inspect gears and bearings on trolley.
4. Inspect travel chain for wear. Remove any rust or corrosion.
5. Inspect chain sprocket and guide eyes for wear. Re-adjust for proper alignment.
6. Inspect hook bearing.
7. Follow manufacturer's suggestions when disassembling clutch/brake assembly. Lubricate as required. Reassemble.
8. Inspect lift chain for condition.
9. Inspect hook swivel for condition. Lubricate and reassemble.
10. Check safety latch on hook for condition and operation. Repair as necessary.
11. After inspection and reassembly is completed, return hoist and trolley to rail.
12. Load test hoist, make any adjustment in clutch/brake as required

Recommended Tools, Materials, and Equipment:

1. Tool Group A
2. Cleaning equipment. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
3. Test weight
4. Grease and grease gun

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C-21 Carts and Scooters. Engine or Battery Powered (Frequency: Annual)

Application:

This guide card applies to propane, gasoline, and battery powered carts and scooters used to transport personnel and materials in large buildings and on compounds or complex facilities.

Special Instructions:

1. Review manufacturer's maintenance instructions.
2. Review the Standard Operating Procedure for "Emergency Eyewash and Shower Equipment."
3. Work area must be properly ventilated to protect against battery gases and fumes from fuels.
4. Adequate personal protection against acid spills must be provided, i.e., face mask, rubber gloves, etc.
5. Have on hand an approved fire extinguisher. Ensure that the fire extinguisher is properly serviced and that it is in proper working order.

Checkpoints:

Battery powered:

1. Remove and clean battery terminals. Clean posts and reconnect terminals.
2. Check electrolyte specific gravity with a hydrometer.
3. Add water if required.
4. Inspect lights, buzzers, controls, and wiring for tight connections and proper operation.
5. Lubricate according to manufacturer's recommendations.
6. Check brakes, clutch, wheels, tires, steering, and frame.
7. Vacuum or blow out motor air passages and check mounting.
8. Check and adjust as needed belts and/or chain drive.
9. Test run (road test).
10. Wire brush, treat with rust inhibitor, and paint rusted areas.

Engine powered:

1. Inspect fuel tank, connections, and lines for leaks and deterioration. Tighten or replace as required.
2. Change oil. Change oil, air, and fuel filters.
3. Change points, condenser, plugs, and rotor button if applicable.
4. Lubricate according to manufacturer's recommendation.
5. Check brakes, clutch, wheels, tires, steering, and frame.
6. Inspect lights, buzzers, controls, flashers, and wiring for proper operation and tighteners.
7. Check and adjust, as needed, belts and/or chain drive.
8. Start engine and perform any manufacturer's recommended tune-up procedures.
9. Test run (road test).
10. Wire brush, treat with rust inhibitor, and paint all rusted areas.

Recommended Tools, Materials, and Equipment:

1. Tool Group B
2. Spark plug wrench and gap gauge
3. Feeler gauges
4. Leak detector (soap solution)
5. Filter, plugs, points, condenser, rotor button
6. Distilled water
7. Hydrometer
8. Face shield, rubber gloves, and apron.
9. Engine oil and container for old oil
10. Tire pressure gauge
11. Battery terminal cleaner brush

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12. Rust inhibitor and paint. Consult the MSDS for hazardous ingredients and proper PPE. Consult the Material Safety Data Sheets to ensure that the paint lead level is 0.06% or less.
13. Emergency eyewash that provides at least 0.4 gallons/min for at least 15 minutes.

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C-24 Condensing Unit Refrigeration (Frequency: Critical: Monthly, Comfort: Annual)

Application:

This guide card applies to those units that have the compressors located inside the air cooled condenser housing. These units are considered one-half of a split system. Normally installed where compressor noise and/or vibration is undesirable and normally associated with air handlers, air conditioning machines, and modular A/C units, ceiling/wall mounted, split system. The unit may stand alone and be associated with walk-in freezers and refrigerators.

Special Instructions:

The frequency of maintenance for these units will be the same frequency as is established for the air handler or packaged A/C unit it services. Normally, once yearly for air handlers and comfort cooling A/C units and monthly for special purpose A/C units.

Comfort cooling units should be serviced just prior to the cooling season.

1. Schedule outage with operating personnel.
2. Review the Standard Operating Procedure for "Controlling Hazardous Energy Sources."
3. Obtain and review manufacturer's instructions.
4. Review the Standard Operating Procedure for "Selection, Care, and Use of Respiratory Protection".
5. De-energize, tag, and lock out electrical circuit.
6. Comply with the latest provisions of the Clean Air Act and Environmental Protection Agency (EPA) regulations as they apply to protection of stratospheric ozone.
7. No intentional venting of refrigerants is permitted. During the servicing, maintenance, and repair of refrigeration equipment, the refrigerant must be recovered.
8. Whenever refrigerant is added or removed from equipment, record the quantities on the appropriate forms.
9. Recover, recycle, or reclaim the refrigerant as appropriate.
10. If disposal of the equipment item is required, follow regulations concerning removal of refrigerants and disposal of the item.
11. If materials containing refrigerants are discarded, comply with EPA regulations as applicable.
12. Refrigerant oils to be removed for disposal must be analyzed for hazardous waste and handled accordingly.
13. Closely follow all safety procedures described in the Material Safety Data Sheet (MSDS) for the refrigerant and all labels on refrigerant containers.

Checkpoints:

1. Remove debris from air screen and clean underneath unit.
2. Pressure wash coil with coil cleaning solution. Rinse and neutralize (cleaning solution) in accordance with manufacturer's recommendations.
3. Straighten fin tubes with fin comb.
4. Check electrical connections for tightness.
5. Check mounting for tightness.
6. Check all refrigeration lines for support and signs of wear.
7. Thoroughly inspect and clean interior and exterior of machine.
8. Clean and treat all rusted areas. Touch up prime and paint as needed.
9. Check for refrigerant leaks using a halogen leak detector, soap bubbles, or similar testing device. If leaks are not able to be stopped or corrected, report leak status to supervisor.
10. Check refrigerant levels and recharge if needed.
11. Perform required lubrication and remove old or excess lubricant.
12. Clean motor with vacuum or low pressure air (less than 40 psi). Check for obstructions in motor cooling and air flow.
13. Visually inspect fused disconnect switches and contactors for condition, proper operation, arcing or any evidence of overheating.

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14. Check motor name plate for current rating and controller manufacturer's recommended heater size.
(Heater size shall not be changed without the Regional Design Engineer's approval.)
15. Check line and load connections and heater mounting screws for tightness.
16. Check fan blades for dust buildup and clean if necessary.
17. Check fan blades and moving parts for excessive wear.
18. Check fan RPM to design specifications.
19. Check bearing collar set screws on fan shaft to make sure they are tight, if applicable.
20. Check dampers for dirt accumulation. Check felt; repair or replace as required.
21. Check damper motors and linkage for proper operation. Adjust linkage on vanes if out of alignment, if equipped.
22. Lubricate mechanical connections of dampers sparingly, if equipped.
23. Check compressor oil level (non-hermetically sealed units only) if compressor is equipped with a sight glass.
24. Run machine with service gauge manifold attached, checking action of controls, relays, switches, etc. to see that:
 - a. compressor(s) run at proper settings.
 - b. controls activate properly.
 - c. controls activate unit.
 - d. suction and discharge pressures are proper.
25. Check setting on controls and return to normal operation.
26. Clean up the work area and properly dispose of debris and waste.

Note: Seal off all service ports with flare caps. Report any missing caps or dust covers.

Recommended Tools, Materials, and Equipment:

1. Tool Group A.
2. Refrigeration manifold.
3. Pressure washer.
4. Fin comb.
5. Paint brush.
6. Cleaning materials and tools, vacuum, grease gun, and oil. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
7. Respirator.
8. Safety goggles.
9. Gloves
10. Rust inhibitor and protective coatings. Consult the MSDS for hazardous ingredients and proper PPE. Consult the MSDS to ensure that the paint lead level is 0.06% or less.
11. Self sealing quick disconnect refrigerant hose fittings.
12. Refrigerant recovery/recycle unit.
13. EPA/DOT approved refrigerant storage tanks.
14. Approved refrigerant.
15. Electronic leak detector.

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D-1 Door, Power Operated (Frequency: Semiannual)

Application:

This guide applies to warehouse or large overhead doors.

Special Instructions:

1. Review manufacturer's instructions.

Checkpoints:

1. Inspect general arrangement of door and mechanism, mountings, guides, wind locks, anchor bolts, counterbalances, weather stripping, etc. Clean, tighten, and adjust as required.
2. Operate with power from stop to stop and at intermediate positions. Observe performance of various components, such as brake, limit switches, motor, gear box, etc. Clean and adjust as needed.
3. Check operation of electric eye, treadle, or other operating devices. Clean and make required adjustments.
4. Check manual operation. Note brake release, motor disengagement, functioning or hand pulls, chains sprockets, clutch, etc.
5. Examine motor, starter, push button, etc., blow out or vacuum if needed.
6. Inspect gear box, change or add oil as required.
7. Perform required lubrication. Remove old or excess lubricant.
8. Clean unit and mechanism thoroughly. Touch up paint where required.
9. Clean up and remove all debris.

Recommended Tools, Materials, and Equipment:

1. Standard Tools -Basic
2. Lubricants. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
3. Cleaning Materials. Consult the MSDS for hazardous ingredients and proper PPE.

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D-3 Roof Drains, Downspout, and Gutter Inspection (Per Linear 100 Feet) Frequency: Annual

Special Instructions:

1. Use care when working on high places.
2. Use safety line with belt if necessary.

Checkpoints:

1. Check gutters, drains, and downspout to insure that they are properly attached to the building, connections sealed, and free of debris.
2. Check drain strainers/screens for condition and proper installation.
3. If downspouts have heaters, test operate and correct deficiencies.
4. Remove all trash, debris or unsecured material from roof area.
5. Where downspout discharge onto lower roofs, check if there has been any scouring of the surfacing.
6. Check for missing or damaged splash blocks.

Recommended Tools, Materials, and Equipment:

1. Tool Group – B.
2. Ladders constructed according to OSHA/ANSI standards or scaffolding. Check ladder for defects. Do not use defective ladders.

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Preventive Maintenance Guide

D-4 Door, Automatic Hydraulic Electric or Pneumatic Operated Main Entrance (Frequency: Quarterly)

Checkpoints:

1. Check alignment of door and mechanism. Inspect mountings, hinges, mats, and trim, weather stripping, etc. Replace, tighten, and adjust as required.
2. Operate with power, observing operation of actuating and safety mats, door speed, and checking functions.
3. Check manual operation.
4. Inspect power unit, lubricate and tighten lines as required.
5. Check operation of control board relays, clean, replace, adjust contacts as required.
6. Inspect door operating unit, tighten lines, and adjust as required.
7. Clean and lubricate door pivot points.
8. On pneumatic or hydraulically operated door operators, check for correct operating pressures per manufacturer's instructions.
9. Clean up and remove all debris from work area.

Recommended Tools, Materials, and Equipment:

1. Tool Group B
2. Lubricants. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).

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D-5 Doors, Main Entrance (Frequency: Semiannual)

Application:

This applies to entrance doors used in main entries to building where a poorly operating door may be dangerous and cause congestion.

Special Instructions:

Set suitable barriers at the entrance and exit of the door. Prevent obstructions from impeding pedestrian traffic around the work area.

Checkpoints:

Hinged Doors

1. Inspect the frame and supporting structures.
2. Inspect hardware; hinges, latch keeper, lock, etc. Apply graphite where needed, wipe off excess.
3. Inspect glass, putty, or retaining pieces. Correct any deficiencies.
4. Operate door to observe functioning of check. Adjust and service as needed.
5. Touch up paint as needed.
6. Clean up and remove all debris from work area.

Revolving Doors

1. Remove obstructions and clean out track.
2. Fold door. Note action and freedom of motion.
3. Inspect locking device, adjust as needed.
4. Clean pivot points and apply graphite.
5. Inspect felt or rubber seals.
6. Set the emergency fold pressure on the door to the manufacturer's specifications. Check automatic speed control, which should limit speed of door to 12 RPM.
7. Touch up paint as required.
8. Clean up all debris from work area.

Recommended Tools, Materials, and Equipment:

1. Standard Tools - Basic
2. Graphite. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
3. Clean wiping cloths
4. Suitable barriers

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0-6 Drains, Areaway, Driveway, Storm (Frequency: Annual)

Special Instructions:

1. Perform work in autumn after leaves have fallen.

Checkpoints:

1. Remove grate if it exists.
2. Clean drain and area leading to drain.
3. Remove debris and trash, and dispose of properly.
4. Test drain for free water flow by flushing with hose.
5. Replace grate if removed in step 1).

Recommended Tools, Materials, and Equipment:

1. Standard Tools - Basic
2. Hose
3. Work gloves

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D-9 Distiller, Water, Laboratory Use Only (Frequency: Annual)

Application:

Distillers are devices used to boil water, condense the vapors and produce chemically pure water. This process leaves the chemical deposits in the boiling chamber that must be cleaned out.

Special Instructions:

1. Review the Standard Operating Procedure on "Controlling Hazardous Energy Sources."
2. De-energize, tag, and lock out electric circuits.
3. Secure and tag water supply.
4. Review manufacturer's operation and maintenance instructions.

Checkpoints:

1. Drain the unit.
2. Remove cover and clean interior of unit, including heating element electrode.
3. Inspect control cabinet. Clean by using vacuum or dry compressed air to remove dust and tighten all connections.
4. Check for leaks at fittings, gaskets and gauge glass.
5. Restore to service and check operation.
6. Collect sample and perform hardness test.

Recommended Tools, Materials, and Equipment:

1. Tool Group B
2. Water Testing Kit
3. Measuring containers
4. Manufacturer's recommended cleaning solution. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).

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Hays County **D-10 Door, Manual Overhead (Frequency: Annual)**

Preventive Maintenance Guide

Application:

This guide card applies to manually operated overhead doors. These doors normally range in size from 7 to 24 feet wide by 7 to 20 feet in height. Power operated overhead doors will be serviced using standard guide card D-1.

Special Instructions:

1. If the door is equipped with intrusion alarms, notify the appropriate person before operating.
2. Schedule maintenance on these doors so that it does not interfere with loading dock operations.

Checkpoints:

1. Inspect general arrangement of door and mechanism, mountings, guides, wind locks, anchor bolts, counterbalance, weather-stripping, etc. Clean, tighten, and adjust as required. Make minor repairs as needed.
2. Inspect cables for frayed or broken strands or excessive rusting.
3. Inspect winding drum for tightness and proper tracking of cables.
4. Manually raise and lower door, noting that door tracks evenly and action of brake release, functioning of hand pulls, chains, sprockets, clutch, etc.
5. If equipped, inspect gearbox; change or add oil as needed.
6. Perform required lubrication. Remove old or excess lubricant.
7. Clean unit and mechanism thoroughly. Touch up paint where needed.

Recommended Tools, Materials, and Equipment:

1. Standard tools - basic
2. Rust inhibitor and paint. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
3. Grease gun, oil, and grease
4. Ladder constructed according to OSHNANSI standards. Check ladder for defects. Do not use defective ladders.

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E-1 Elevators, Electric or Hydraulic (Frequency: Monthly)

Special Instructions:

1. Check manufacturer's instructions; those that have more stringent guidelines for preventive maintenance shall be followed. The frequencies shown here are minimum requirements and are in addition to the regular PBS inspection tour. Items regularly inspected on a weekly basis include the motor-generator unit, hoist machine, controls and governor. Doors, hangers, closers, interlocks and door operators should be checked frequently for proper operation by PBS elevator mechanics or contract inspectors as they ride the elevators. Items requiring attention should be reported to the elevator shop supervisor or elevator contractor.
2. Review the Standard Operating Procedure on "Controlling Hazardous Energy Sources."
3. Use energy efficient lighting to the fullest practical extent.
4. If materials to be worked on are known or suspected to contain asbestos, check the building's asbestos management plan to see if they have been tested for asbestos. If they are suspect but have not been tested, have them tested. Manage asbestos in accordance with the plan.
5. Comply with state and local codes as applicable.

Checkpoints.

1. Machine Room: Dust drive machines, motor generator sets, and control cabinets. Sweep floor, relamp inoperative machine room lights and remove trash. Inspect controllers, signal, scheduling and dispatch panels, selectors and selector tapes. Make maintenance adjustments necessary for proper operation.
2. Pits: Dust ironwork, sweep floor, empty drip pans, relamp inoperative lights, remove trash and check for leaks. Check runby, buffer switch, compensating switch and emergency stop switch. Make maintenance adjustments necessary for proper operation.
3. Motors: hoist motor, motor generator and regulators: Inspect oil level, oil pick up and belts. Make maintenance adjustments necessary for proper operation. Check for excessive heat, noise and leaks. Lubricate in accordance with manufacturer's specification. Renew brushes as necessary for proper operation. Keep end bells, commutators and brush riggings clean.
4. Gearred Machines: Inspect worm and gear for bottoming and backlash, thrust end play, bearing wear, oil pick up, oil level and packing. Check for leaks and empty drip pan. Renew brushes as necessary. Keep end bells, commutators and brush riggings clean.
5. Brakes: Observe operation of brake. Inspect drum and shoe clearance and adjust as necessary for proper operation. Clean and lubricate pivot points. Where brake shoes are asbestos-containing, check for dust, and practice appropriate cleanup and maintenance precautions.
6. Car Gate: Clean, lubricate and inspect hangers and all related gate operating mechanisms. Check rollers, upthrust, interlock, gear box, motor brushes, door control box, cables, safety edge, light rays, gibs, sills, proper operating speed and force close speed. Make maintenance adjustments necessary for proper operation.
7. Speed Governor: Observe operation, including tension sheave. Check electrical switches for proper operation; check that inspection seals are in place and not broken. Clean and lubricate pivot points.
8. Lighting: Relamp all inoperative lamps located in lamp hatchway, hall landings, position indicators, car stations, dome, and wherever else required. Clean light diffusers and car stations.
9. Hydraulic Machines: Observe operation of motor and pump, oil lines, tank, controls, plunger and packing. Adjust as necessary for proper operation. Correct excessive creeping. Test manual and emergency control. Clean and lubricate as necessary. Check for and repair leaks on oil lines, tank, and packing. Test manual and emergency control. Clean and lubricate all equipment as necessary for proper operation.
10. Emergency Items: Check that emergency procedure sign is in place and inspection certificate is current and visible (or filed in buildings manager's office). Check top and side exits and related switches for proper operation. Test alarm bell, emergency stop switch, communications system, fire recall service (key capture, minimum one floor run on Phase II), and any other emergency recall features. Repair, replace, and adjust parts and equipment as necessary to insure operation in

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accordance with the manufacturer's specifications. Document each test performed, including the date and results of each test.

11. Clean up and remove all debris from work areas.

Recommended Tools, Materials, and Equipment.

1. Standard Tools - Basic.
2. Cleaning supplies and materials. Consult the Material Safety Data Sheet (MSDS) for hazardous ingredients and proper Personal Protective Equipment (PPE).
3. Out of service signs.
4. Barricades.
5. Lubricants. Consult the MSDS for hazardous ingredients and proper PPE.

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E-2 Elevators, Electric or Hydraulic (Frequency: Quarterly)

Special Instructions:

1. Check manufacturer's instructions; those that have more stringent guidelines for preventive maintenance shall be followed. The frequencies shown here are minimum requirements and are in addition to the regular PBS inspection tour. Items regularly inspected on a weekly basis include the motor-generator unit, hoist machine, controls and governor. Doors, hangers, closers, interlocks and door operators should be checked frequently for proper operation by PBS elevator mechanics or contract inspectors as they ride the elevators. Items requiring attention should be reported to the elevator shop supervisor or elevator contractor.
2. Review the Standard Operating Procedure on "Controlling Hazardous Energy Sources."
3. Use energy efficient lighting to the fullest practical extent.
4. If materials to be worked on are known or suspected to contain asbestos, check the building's asbestos management plan to see if they have been tested for asbestos. If they are suspect but have not been tested, have them tested. Manage asbestos in accordance with the plan.
5. Comply with state and local codes as applicable.

Checkpoints:

1. Guides: Inspect, clean, lubricate, and properly adjust all roller guides, guide shoes, and rail oilers.
2. Car Tops: Remove all dirt, dust, and oil. Clean and lubricate fans.
3. Emergency Lighting: Check the operation of the emergency lights; replace as necessary.
4. Solid State Components and Circuit Boards: Inspect printed circuit board and other solid state devices for cleanliness, condensation spots, evidence of heating and deterioration. Check and replace defective solid state devices.
5. Leveling: Inspect leveling operation. Clean and lubricate switches, vanes, and all other related parts. Adjust to obtain the proper leveling at all landings in both the UP and DOWN directions within 1A inch above or below the landing sill.
6. Clean up and remove all debris from work area.

Recommended Tools, Materials, and Equipment:

1. Standard Tools - Basic.
2. Cleaning supplies and materials. Consult the Material Safety Data Sheet (MSDS) for hazardous ingredients and proper Personal Protective Equipment (PPE).
3. Out of service signs.
4. Barricades.
5. Lubricants. Consult the MSDS for hazardous ingredients and proper PPE.

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E-3 Elevators, Electric or Hydraulic (Frequency: Semiannual)

Special Instructions:

1. Check manufacturer's instructions; those that have more stringent guidelines for preventive maintenance shall be followed. The frequencies shown here are minimum requirements and are in addition to the regular PBS inspection tour. Items regularly inspected on a weekly basis include the motor-generator unit, hoist machine, controls and governor. Doors, hangers, closers, interlocks and door operators should be checked frequently for proper operation by PBS elevator mechanics or contract inspectors as they ride the elevators. Items requiring attention should be reported to the elevator shop supervisor or elevator contractor.
2. Review the Standard Operating Procedure on "Controlling Hazardous Energy Sources."
3. Use energy efficient lighting to the fullest practical extent.
4. If materials to be worked on are known or suspected to contain asbestos, check the building's asbestos management plan to see if they have been tested for asbestos. If they are suspect but have not been tested, have them tested. Manage asbestos in accordance with the plan.
5. Comply with state and local codes as applicable.

Checkpoints:

1. Motors: Inspect connections, armature and rotor clearances of the hoist motor and motor generator set: Clean and adjust as necessary to obtain proper operation.
2. Cables: Inspect, lubricate and properly adjust hoist cables, compensating cables, governor cables, and traveling cables to their manufacturer's specifications. Check all cable fastenings. Inspect guide rails and counter weights. Check and adjust the slow down and limit switches. Adjust all other items as necessary to obtain proper operation
3. Sheaves: Inspect, clean, and lubricate in accordance with manufacturer's specifications all deflector, compensating, and top of car sheaves.
4. Clean up and remove all debris from work areas.

Recommended Tools, Materials, and Equipment:

1. Standard Tools - Basic.
2. Cleaning supplies and materials. Consult the Material Safety Data Sheet (MSDS) for hazardous ingredients and proper Personal Protective Equipment (PPE).
3. Out of service signs.
4. Barricades.
5. Lubricants. Consult the MSDS for hazardous ingredients and proper PPE.

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E-5 Elevator, Electric Inspection (Frequency: Semiannual)

Application:

This guide applies to electrically operated passenger and freight elevators.

Special Instructions:

1. This elevator inspection guide is adapted from the ANSI/ASME Codes A 17.1, Safety Code for Elevators and Escalators, and A 17.2, Inspectors' Manual for Electric Elevators, hereinafter referred to as the "code". Refer to these documents for comprehensive instructions on elevator inspections. Adhere to local codes when applicable.
2. Inspectors shall meet the requirements of the ANSI/ASME OEI-1 Standard for the Qualifications of Elevator Inspectors and shall be recognized by GSA. Inspectors and inspection supervisors shall be certified by an ASME accredited organization in accordance with the requirements of ASME QEI-1. Inspections and tests shall be performed by an inspector employed by GSA or by an outside inspector authorized by GSA to perform them. They shall be witnessed by an inspector employed by GSA, or by a qualified person authorized by GSA to witness the tests and inspections on its behalf. Immediately following these inspections and tests, the inspector shall submit to GSA a statement certifying that the inspections and tests have been performed and a report on the results thereof.
3. Avoid the wearing of loose clothing and neckties during the performance of this inspection.
4. Be at all times vigilant of the location and movement of cars, counterweights, projections, rotating machinery, etc. Note the clearance available when working on top of the car or in the pit. Do not enter any pit containing standing water.
5. Be sure that safety devices are operational before performing any inspection work.
6. A copy of the ANSI/ASME Checklist for Electric Elevators is included for convenience.
7. The semiannual inspection of electric elevators includes those designated as routine in the code.
8. Comply with state and local codes as applicable.
9. Review the Standard Operating Procedure on "Controlling Hazardous Energy Sources."

Checkpoints: Perform the following in accordance with the elevator code.

1. Inside of Car: Door reopening device; stop switches; operating control devices; car floor and landing sill; car lighting; car emergency signal; car door or gate; door closing force; power closing of doors or gates; power opening of doors or gates; car vision panels and glass car doors; car enclosure; emergency exit; ventilation; signs and operating device symbols; rated load, platform area, and data plate; standby power operation; restricted opening of car or hoistway doors; and car ride.
2. Machine Room: Lighting and receptacles; housekeeping; ventilation; fire extinguisher; pipes, wiring, and ducts; guarding of exposed auxiliary equipment; numbering of machines and disconnect switches; disconnecting means and control; controller wiring, fuses, grounding, etc.; static control; drive machine brake; traction drive machines; gears and bearings; winding drum machine; belt- or chain-drive machine; motor generator; absorption of regenerated power; AC drives from a DC source; traction sheaves; secondary and deflector sheaves; rope fastenings; terminal stopping devices; slack rope devices; governor, overspeed switch, and seal; and car and counterweight safeties.
3. Top of Car: Top-of-car stop switch; car top light and outlet; top-of-car operating device and working platforms; top-of-car clearance and refuge space; top counterweight clearance; car, overhead, and deflector sheaves; normal terminal stopping devices; final terminal stopping devices; broken rope, chain, or tape switch; car leveling devices; top emergency exit; counterweight and counterweight buffer; counterweight safeties; hoistway smoke control; pipes, wiring, and ducts; hoistway clearances; multiple hoistways; traveling cables and junction boxes; door and gate equipment; car frame and stiles; guide rails fastening and equipment; governor rope; governor releasing carrier; wire rope fastening and hitch plate; suspension rope; and compensating ropes and chains.
4. Outside Hoistway: Car platform guard; hoistway doors; vision panels; hoistway door locking devices; access to hoistway; power closing of hoistway doors; sequence operations; elevator parking devices; emergency doors blind hoistways; and standby power selection switch.

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5. Inspections Made in the Pit: Pit access, lighting, and stop switch, and condition; car and counterweight buffer; final terminal stopping devices; normal terminal stopping devices; traveling cables; governor-rope tension devices; compensating chains, ropes, and sheaves; car frame and platform; and car safeties and guiding members.

Recommended Tools, Materials, and Equipment:

1. Flashlight with a non-conductive case for inspecting wire ropes or other equipment where there is insufficient light.
2. 6 ft (2 m) rule of non-conductive material.
3. Set of thickness gages.
4. Small hammer, preferably a Y2 lb. (0.2 kg) ball peen.
5. Chalk or crayon.
6. Small metal mirror for examining wire ropes or other items normally inaccessible.
7. Non-conductive safety hat.
8. Rope caliper.
9. Sheave groove gage.
10. Copy of the latest edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators.
11. Copy of the latest edition of the ANSI/ASME A17.2 Inspector's Manual for Elevators and Escalators.
12. Copy of the latest edition of the Elevator Industry Field Employees' Safety Handbook.
13. Stop Watch.
14. 50 ft (15 m) non-conductive tape.
15. Tachometer, preferably one provided with a 1 ft (305 mm) circumference wheel for measuring speeds, or one that reads directly in feet per minute (meters per second).
16. Meter, to check grounding continuity, phasing, and voltages.
17. Spirit level.
18. Door test scale (gage) to check closing door force.
19. Suitable test weights.
20. Suitable light meter for measuring light intensity.
21. Pressure gage, preferably one with a maximum scale of twice the working pressure to be tested.
22. Latest edition of ASME A 17.4, Evacuation of Passengers from Stalled Elevators.

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E-6 Elevator, Electric, Inspection (Frequency: Annual)

Application:

This guide applies to electrically operated passenger and freight elevators.

Special Instructions:

1. This elevator inspection guide is adapted from the ANSI/ASME Codes A 17.1, Safety Code for Elevators and Escalators, and A 17.2, Inspectors' Manual for Electric Elevators, hereinafter referred to as the "code". Refer to these documents for comprehensive instructions on elevator inspections. Adhere to local codes when applicable.
2. Inspectors shall meet the requirements of the ANSI/ASME QE1-1 Standard for the Qualifications of Elevator Inspectors and shall be recognized by GSA. Inspectors and inspection supervisors shall be certified by an ASME accredited organization in accordance with the requirements of ASME QE1-1. Inspections and tests shall be performed by an inspector employed by GSA or by an outside inspector authorized by GSA to perform them. They shall be witnessed by an inspector employed by GSA, or by a qualified person authorized by GSA to witness the tests and inspections on its behalf. Immediately following these inspections and tests, the inspector shall submit to GSA a statement certifying that the inspections and tests have been performed and a report on the results thereof.
3. Avoid the wearing of loose clothing and neckties during the performance of this inspection.
4. Be at all times vigilant of the location and movement of cars, counterweights, projections, rotating machinery, etc. Note the clearance available when working on top of the car or in the pit. Do not enter any pit containing standing water.
5. Be sure that safety devices are operational before performing any inspection work.
6. A copy of the ANSI/ASME Checklist for Electric Elevators is included for convenience.
7. The annual inspection of electric elevators are described in the periodic section of the code.
8. Perform the semiannual inspection simultaneously.
9. Comply with state and local codes as applicable.
10. Review the Standard Operating Procedure on "Controlling Hazardous Energy Sources."

Checkpoints: Perform the following in accordance with the elevator code.

1. Inside of Car: Car lighting; standby power operation.
2. Machine Room: Static control (check and torque all connections to correct specifications, and check and lubricate cooling fan); check primary and secondary voltages phase to phase and phase to ground; winding drum machine; AC drives from a DC source; traction sheaves; terminal stopping devices; slack rope devices; governor, overspeed switch, and seal; and car and counterweight safeties.
3. Top of Car: Final terminal stopping devices; and counterweight safeties.
4. Outside Hoistway: Standby power selection switch.
5. Inspections Made in the Pit: Car and counterweight buffer; final terminal stopping devices; normal terminal stopping devices; and car safeties and guiding members.
6. Firefighter's Service: Operation of elevators under fire and other emergency conditions, A 17.1b-1973 through A 17.1b-1980; operation of elevators under fire and other emergency conditions, A 17.1-1981 through A 17.1b-1983; firefighter's service A 17.1-1984 through A 17.1a-1988 and A 17.3; firefighter's service A 17.1b-1989 and later editions.

Recommended Tools, Materials, and Equipment:

1. Flashlight with a non-conductive case for inspecting wire ropes or other equipment where there is insufficient light.
2. 6 ft (2 m) rule of non-conductive material.
3. Set of thickness gages.
4. Small hammer, preferably a Y2 lb. (0.2 kg) ball peen.
5. Chalk or crayon.
6. Small metal mirror for examining wire ropes or other items normally inaccessible.

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7. Non conductive safety hat.
8. Rope caliper.
9. Sheave groove gage.
10. Copy of the latest edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators.
11. Copy of the latest edition of the ANSI/ASME A17.2 Inspector's Manual for Elevators and Escalators.
12. Copy of the latest edition of the Elevator Industry Field Employees' Safety Handbook.
13. Stop Watch.
14. 50 ft (15 m) non conductive tape.
15. Tachometer, preferably one provided with a 1 ft (305 mm) circumference wheel for measuring speeds, or one that reads directly in feet per minute (meters per second).
16. Meter, to check grounding continuity, correct phasing, and verification of voltages.
17. Spirit level.
18. Door test scale (gage) to check closing door force.
19. Suitable test weights.
20. Suitable light meter for measuring light level in foot-candles (lux).

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E-7 Elevator, Electric Inspection (Frequency: 5 Year)

Application:

This guide applies to electrically operated passenger and freight elevators.

Special Instructions:

1. This elevator inspection guide is adapted from the ANSI/ASME Codes A 17.1, Safety Code for Elevators and Escalators, and A 17.2, Inspectors' Manual for Electric Elevators, hereinafter referred to as the "code". Refer to these documents for comprehensive instructions on elevator inspections. Adhere to local codes when applicable.
2. Inspectors shall meet the requirements of the ANSI/ASME QEI-1 Standard for the Qualifications of Elevator Inspectors and shall be recognized by GSA. Inspectors and inspection supervisors shall be certified by an ASME accredited organization in accordance with the requirements of ASME QEI-1. Inspections and tests shall be performed by an inspector employed by GSA or by an outside inspector authorized by GSA to perform them. They shall be witnessed by an inspector employed by GSA, or by a qualified person authorized by GSA to witness the tests and inspections on its behalf. Immediately following these inspections and tests, the inspector shall submit to GSA a statement certifying that the inspections and tests have been performed and a report on the results thereof.
3. Avoid the wearing of loose clothing and neckties during the performance of this inspection.
4. Be at all times vigilant of the location and movement of cars, counterweights, projections, rotating machinery, etc. Note the clearance available when working on top of the car or in the pit. Do not enter any pit containing standing water.
5. Be sure that safety devices are operational before performing any inspection work.
6. A copy of the ANSI/ASME Checklist for Electric Elevators is included for convenience.
7. The 5 year inspection of electric elevators are described in the periodic section of the code.
8. Perform the semiannual inspection simultaneously.
9. Comply with state and local codes as applicable.
10. Review the Standard Operating Procedure on "Controlling Hazardous Energy Sources."

Checkpoints: Perform the following in accordance with the elevator code.

1. Inside of Car: Power opening of doors or gates; standby power operation.
2. Machine Room: Traction sheaves; terminal stopping devices;
3. Top of Car: Counterweight safeties.
4. Outside Hoistway: None
5. Inspections Made in the Pit: Car and counterweight buffer.
6. Firefighter's Service: None.

Recommended Tools, Materials, and Equipment:

1. Flashlight with a non-conductive case for inspecting wire ropes or other equipment where there is insufficient light.
2. 6 ft (2 m) rule of non-conductive material.
3. Set of thickness gages.
4. Small hammer, preferably a 112 lb. (0.2 kg) ball peen.
5. Chalk or crayon.
6. Small metal mirror for examining wire ropes or other items normally inaccessible.
7. Non-conductive safety hat.
8. Rope caliper.
9. Sheave groove gage.
10. Copy of the latest edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators.
11. Copy of the latest edition of the ANSI/ASME A 17.2 Inspector's Manual for Elevators and Escalators.
12. Copy of the latest edition of the Elevator Industry Field Employees' Safety Handbook.
13. Stop Watch.
14. 50 ft (15 m) non conductive tape.

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15. Tachometer, preferably one provided with a 1 ft (305 mm) circumference wheel for measuring speeds, or one that reads directly in feet per minute (meters per second).
16. Meter, to check grounding continuity, correct phasing, and verification of voltages.
17. Spirit level.
18. Door test scale (gage) to check closing door force.
19. Suitable test weights.
20. Suitable light meter for measuring light level in foot-candles (lux).

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ASME A 172.1-1993

CHECKLIST FOR ELECTRIC ELEVATORS

ITEM	CHECK	A17.1 RULE	A17.3 PARAGRAPH	COMMENTS
1	INSIDE OF CAR			
1.1	Door reopening device	112 1001.2(a)(2)	2.8	-
1.2	Stop switch	210.2(e) & (v) 1001.2(a)(2)	3.10.4(t) & (u)	-
1.3	Operating control device	210.1a 210.1e 1001.2(a)(3)	3.10.1 3.10.2 3.10.7	-
1.4	Car floor and landing sill	108.1 110.10d 203.16 210.12 1001.2(a)(4)	3.3.3 3.3.4	-
1.5	Car lighting	204.7 1001.2(a)(5)	3.4.5 3.4.6	-
1.6	Car emergency signal	211.1 1001.2(a)(6)	3.11	
1.7	Car door or gate	111.7c 112.2a 204.4 204.5 205.6 210.2q 1001.2(a)(7)	3.4.2 3.4.3 App. A	-
1.8	Door closing force	112.4b 1001.2(a)(8) 1002.2(h)	2.8.1	-
1.9	Power closing of doors or gates	112.3 1001.2(a)(9)	2.8.2	-
1.10	Power opening of doors or gates	111.12 210.1e 210.9c 1001.2(a)(10) 1002.3(9) 1002.3(h) 1002.3(i)	-	
1.11	Car vision panels and glass car doors	204.2e 204.Si 1001.2(a)(11)	3.4.2 3.4.3	-

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ASME A17.2.1-1993

CHECKLIST FOR ELECTRIC ELEVATORS

ITEM	CHECK	A17.1 RULE	A17.3 PARAGRAPH	COMMENTS
1.12	Car enclosure	204 207.2b 207.4 207.5 211.9 1001.2(a)(12) 1104 1202.5	3.4.1 3.7.5	-
1.13	Emergency exit	204 1e 204.2d 1001.2(a)(13)	3.4.4 -	-
1.14	Ventilation	204 2c 204.3c 1001.2(a)(14)	-	-
1.15	Operating device symbols	210.13 1001.2(a)(15)	-	-
1.16	Rated load, platform area, and data plate	207 1001.2(a)(16)	3.7	-
1.17	Standby power operation	207.8 210.10 211 2 1001.2(a)(17) 1002.29 1002.3(e)	-	-
1.18	Restricted opening of car or hoistway door	111.12 1001.2(a)(18)	-	-
1.19	Car ride	200 203.2 1001.2(a)(19)	2.7.4	-
2 MACHINE ROOM				
2.1	Access to machine space	101.1a 101 3a 101.3b 101 3c 101.3d 1001.2(b)(1)	2.2.2	NEC 620-71
2.2	Headroom	101.4 1001.2(b)(2)	-	-
2.3	Lighting and receptacles	101 5c 101.5c 1001.2(b)(3)	2.2.3	-
2.4	Enclosure of machinery space	100.3c 100.3d 100.5 101.1a 1001.2b(4)	2.2.1 2.2.6	-

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CHECKLIST FOR ELECTRIC ELEVATORS

ITEM	CHECK	A17.1 RULE	A17.3 PARAGRAPH	COMMENTS
2.5	Housekeeping	1001.2(b)(5) 1206.2b	-	-
2.6	Ventilation	101.5b 1001.2(b)(6)	2.2.4	-
2.7	Fire extinguisher	1001.2(b)(7) 1206.2f	-	-
2.8	Pipes, wiring, and ducts	102.2 1001.2(b)(8)	2.2.5	ANSI/NFPA 13
2.9	Guarding of exposed auxiliary equipment	104.1 1001.2(b)(9)	-	-
2.10	Numbering of elevators, machines, and disconnect switches	208.10 210.4 211.9 1001.2(b)(10)	-	ANSI/NFPA 70
2.11	Disconnecting means and control	210.4 1001.2(b)(11)	3.10.5	ANSI/NFPA 70 Articles: 620.51 620-52 620-53
2.12	Controller wiring, fuses, grounding, etc.	102.1 1001.2(b)(12) 1206.1f	3.10.6	ANSI/NFPA 70 Articles: 620-17 620 72 620.82 110-16
2.13	Static control	210.9(d) 210.2 1001.2(b)(13) 1003.2h	-	-
2.14	Overhead beams and fastenings	105.1 105.2 105.3 1001.2(b)(14)	-	-
2.15	Drive machine brake	207.2b 207.8 208.8 210.8 1001.2(b)(15) 1002.3d	3.8.4	-
2.16	Drive machines	208 1001.2(b)(16)	3.8.1	-
2.17	Gears and bearings	208 1001.2(b)(17) 1206.1 a	3.8.1	-

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CHECKLIST FOR ELECTRIC ELEVATORS

ITEM	CHECK	A17.1 RULE	A17.3 PARAGRAPH	COMMENTS
2.18	Winding drum machine	208.1 210.2 212.6 212.7 1001.2(b)(18) 1002.2d 1206.3	3.8.2 3.10.4 3.12.6 3.12.7	-
2.19	Belt or chain drive machine	208.9 1001.2(b)(19)	3.8.3	-
2.20	Motor generator	210.9f 1001.2(b)(20) 1003.2i	-	-
2.21	Absorption of regenerated power	210.10 1001.2(b)(21) 1003.2h	3.10.10	-
2.22	AC drives from a DC source	210.9(e) 210.2 1001.2(b)(22) 1003.2(i)	-	-
2.23	Traction sheave	207.8 208.2 208.3 1001.2(b)(23) 1206.1a 1206.1 b	3.8.1	-
2.24	Secondary and deflector sheaves	208 1001.2(b)(24) 1206.1a	3.8.1	-
2.25	Rope fastenings	105.3c 212 1001.2(b)(25)	3.12	-
2.26	Terminal stopping devices	209 1001.2(b)(26) 1002.3f	3.8.2 3.9.1 3.9.2 3.10.4	-
2.27	Slack cable device	210.2(a) 1001.2(b)(27) 1002.2d	-	-

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CHECKLIST FOR ELECTRIC ELEVATORS

ITEM	CHECK	A17.1 RULE	A17.3 PARAGRAPH	COMMENTS
2.28	Governor, overspeed switch, and seal	205.15 206 210j 1001.2(b)(28) 1002.2c 1002.3a 1002.3b 1003.2a 1206.1 a	3.6.1	-
2.29	Car safeties	205 205.3 1001.2(b)(29) 1002.2b 1002.3a 1003.2 1202.4a 1306	3.5 3.6 3.10.4m	-
3	TOP OF CAR			
3.1	Stop switch	210.2(h) 1001.2(c)(1)	3.10.4(e)	-
3.2	Car top light and outlet	204.7 1001.2(c)(2)	3.4.5	ANSI/NFPA 70 Section 210-7
3.3	Top of car operating device	204.1g 210.1d 1001.2(c)(3)	3.10.3	-
3.4	Top of car clearance and refuoe space	107 1304	2.4.4	-
3.5	Top counterweight clearance	107.1h 1001.2(c)(5)		-
3.6	Car, overhead, and deflector sheaves	208	3.8.1	-
3.7	Normal terminal stopping device	207.4 209.2 210.2 1001.2(c)(7) 1002.2e 1003.2f 1003.3k	3.9.1 3.10.4	-
3.8	Final terminal stopping device	209.3 1001.2(c)(8) 1002.2e 1003.2f 1003.3k	3.9.2	-
3.9	Broken rope, chain, or tape switch	209.2c(2) 210.2(f) 1001.2(c)(8) 1002.2i	3.10.4d	-

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CHECKLIST FOR ELECTRIC ELEVATORS

ITEM	CHECK	A17.1 RULE	A17.3 PARAGRAPH	COMMENTS
3.10	Car leveling device	1001.2(c)(10) 210.1e 210.2(h)	-	-
3.11	Crosshead data plate	207.3 212.2 1001.2(c)(11) 1202.14	3.12.2	-
3.12	Top emergency exit	1001.2(c)(12) 204.1e	3.4.4	-
3.13	Counterweight	201 202 1001.2(c)(13)	3.2	-
3.14	Counterweight safeties	205 1001.2(c)(14) 1002.3a 1003.2	3.5.2	-
3.15	Floor and emergency identification numbering	100.7 211.9 1001.2(c)(15)	-	-
3.16	Hoistway construction	100 1001.2(c)(16)	2.1	-
3.17	Hoistway smoke control	100.4 1001.2(c)(17)	-	-
3.18	Pipes, wiring, and ducts	102 1001.2(c)(18)	2.1.4	-
3.19	Windows, projections, recesses, and setbacks	100.5 100.6 110.10 1001.2(c)(19)	2.1.2 2.1.3	-
3.20	Hoistway clearances	107 108 1001.2(c)(20)	2.4	-
3.21	Multiple hoistway	100.1d 1001.2(c)(21)	-	-
3.22	Traveling cables and junction box	102.1 1001.2(c)(22)	-	ANSI/NFPA 70 Section 620-41
3.23	Hoistway door and elevator gate equipment	110 111 1001.2(c)(23) 210.1e	2.6 2.7	-
3.24	Car frame and stiles	203 213 1001.2(c)(24) 1200.4 1202.4a	-	-

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ASME A 172.1-1993

CHECKLIST FOR ELECTRIC ELEVATORS

ITEM	CHECK	A17.1 RULE	A17.3 PARAGRAPH	COMMENTS
3.25	Guide rails fastening and equipment	205.16 1001.2(c)(25) 1206.1d	3.5.6	-
3.26	Governor rope	206.5 1001.2(c)(26) 1202.7 1206.1c	3.6.2	-
3.27	Governor releasing carrier	205.15 1001.2(c)(27)	3.5	-
3.28	Wire rope fastening and hitch plate	105.3c 203.13 212 1001.2(c)(28) 1200.2v 1206.3	3.12.5 3.12.8 3.12.9	-
3.29	Suspension rope	206.7 212 1001.2(c)(29) 1200.4d 1202.14	-	-
3.30	Compensating ropes and chains	202.4 1001.2(c)(30) 1003.2q	-	-
4 OUTSIDE HOISTWAY				
4.1	Car platform guard	203.9 1001.2(d)(1)	3.2.2 3.3	-
4.2	Hoistway doors	100.2(d)(2) 110 111.7 210.2	3.10.4	-
4.3	Vision panels	110.7 1001.2(d)(3)	2.6.3	-
4.4	Hoistway door locking device	111 1001.2(d)(4)	2.7.1	-
4.5	Access to hoistway	111.9 111.10 1001.2(d)(4)	2.7.3	-
4.6	Power closing of hoistway doors	112 1001.2(d)(6)	2.8	-
4.7	Sequence operation	112.3d 112.6 1001.2(d)(7)	-	-
4.8	Hoistway enclosure	100.1 100.4 100.5 1001.2(d)(8)	2.1.1 2.1.2	ANSI 297.1

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CHECKLIST FOR ELECTRIC ELEVATORS

ITEM	CHECK	A17.1 RULE	A17.3 PARAGRAPH	COMMENTS
4.9	Elevator parking device	111.8 1001.2(d)(9)	2.7.2	-
4.10	Emergency doors	110.1 1001.2(d)(10)	-	-
4.11	Separate counterweight hoistway	103.1 103.3 1001.2(d)(11)	-	-
4.12	Standby (emergency) power operation	207.8 210.10 211.2 1001.2(d)(12) 1002.2a	3.11.2	-
5 PIT				
5.1	Pit access, lighting and stop switch and condition	102 103.2 106.1 210.2g 1001.2(e)(1) 1206.2a	2.3.1 2.3.2 2.7.3	-
5.2	Bottom clearance and runby	103.2 107.1a 107.1 b 1001.2(e)(2) 1202.14b	-	-
5.3	Car and counterweight buffer	201 210.2(w) 1001.2(e)(3) 1003.2e 1206.1f	3.1 3.10.4m	-
5.4	Final terminal stopping device	209.3 1001.2(e)(4) 1003.2e	3.9.2	-
5.5	Normal terminal stopping devices	209 1001.2(e)(5) 1002.2e	3.9.1	-
5.6	Traveling cables	102.2 1001.2(e)(6)	-	ANSI/NFPA 70 Section 629-41
5.7	Governor rope tension sheave	206.7 1001.2(e)(7) 1206.1a	-	-
5.8	Compensating chains, ropes, and sheaves	202.4 205.17 210.2c 1001.2(e)(8)	-	-

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CHECKLIST FOR ELECTRIC ELEVATORS

ITEM	CHECK	A17.1 RULE	A17.3 PARAGRAPH	COMMENTS
5.9	Car frame and platform	203.6 203.8 207.2b(3) 1001.2(e)(9)	3.3 -	-
5.10	Car safeties and guiding members	203 205.11 1001.2(e)(10) 1002.2b(2)(c) 1002.3a 1202.4a 1206.1q	-	-
6	FIREFIGHTERS' SERVICE			
6.0	Firefighters' service	2.11.3 112.3d 112.5 211.2-211.8 1001.2(f) 1002.2f 1206.7	3.11.3 Appendix C	-

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E-8 Elevator, Hydraulic, Inspection (Frequency: Semiannual)

Application:

This guide applies to hydraulically operated passenger and freight elevators.

Special Instructions:

1. This elevator inspection guide is adapted from the ANSI/ASME Codes A 17.1 and A 17.2, hereinafter referred to as the "code." Refer to these documents for comprehensive instructions on elevator inspections. Adhere to local codes when applicable.
2. Inspectors shall meet the requirements of the ANSI/ASME QE1-1 Standard for the Qualifications of Elevator Inspectors and shall be recognized by GSA. Inspectors and inspection supervisors shall be certified by an ASME accredited organization in accordance with the requirements of ASME QE1-1. Inspections and tests shall be performed by an inspector employed by GSA or by an outside inspector authorized by GSA to perform them. They shall be witnessed by an inspector employed by GSA, or by a qualified person authorized by GSA to witness the tests and inspections on its behalf. Immediately following these inspections and tests, the inspector shall submit to GSA a statement certifying that the inspections and tests have been performed and a report on the results thereof.
3. Avoid the wearing of loose clothing and neckties during the performance of this inspection.
4. Be at all times vigilant of the location and movement of cars, counterweights, projections, rotating machinery, etc. Note the clearance available when working on top of the car or in the pit. Do not enter any pit containing standing water.
5. Be sure that safety devices are operational before performing any inspection work.
6. Inspection checklists adapted from the code are included for convenience.
7. The semiannual inspection of hydraulic elevators includes those designated as **routine** in the code.
8. Comply with state and local codes as applicable.
9. Review the Standard Operating Procedure on "Controlling Hazardous Energy Sources."

Checkpoints: Perform the following in accordance with the elevator code.

1. Inside of Car: Emergency stop switch; car emergency signal; rated load, platform area capacity and data plate; signs in freight elevator; car enclosure; ventilation of passenger elevators; side emergency exits; car door or gate; car door or gate electric contacts; closed position of car door or gate; power opening of doors or gates; power closing of doors or gates; door reopening device; car floor and landing sill; operating control device; emergency signal device; and car lighting (including emergency).
2. Outside Hoistway: Car platform guard; power closing of hoistway doors; sequence operation; hoistway enclosure; hoistway doors; vision panels; hoistway door locking device; elevator parking device; access to hoistway; and emergency doors.
3. Top of Car: Top car clearance and refuge space; stop switch top of car; top car operating device; top car light and outlet; traveling cables and junction; door gate contacts, cams, etc., hangars and connections; hoistway clearances; normal terminal stopping device; top emergency exit; crosshead data plate; construction of hoistway; floor over hoistway; hoistway smoke control; guide rails, fastenings, and alignment; pipe, wiring, and ducts; floor numbers; landing sill guards, projections, and recesses; car frame and stiles; and anticreep leveling device.
4. Machine Room and Machinery Space: Access to machine space; pressure tanks; lighting machine space; ventilation of machine and control space; guards for exposed equipment; control valve; terminal stopping device; pumps; relief and check valve; drives; flexible hose and fittings; tank and oil level; controller wiring fuses, etc.; piping supply line and shutoff.
5. Pit: Pit light and stop switch; pit access; car clearance and runby; construction of oil buffer; oil buffer oil level gage; oil buffer data plate; spring buffer and data plate; solid bumper; cylinder oil collection; pipes, valves, fittings, and supports; plunger; plunger connection to car; normal stopping device; guard between pits; pit access; illumination; traveling; car frame and platform; and pit construction.
6. Test: Oil buffer; terminal stopping devices; and emergency power operation.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a Contract Amendment with Lauren Concrete, Inc. related to the County Concrete contract pursuant to IFB 2020-B04, adding a fuel surcharge scale.

ITEM TYPE

CONSENT

MEETING DATE

April 12, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Jerry Borcharding

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

On January 28, 2020, the Commissioners Court approved a contract with Lauren Concrete, Inc. for Concrete as a result of formal solicitation IFB 2020-B04.

Lauren Concrete, Inc. is requesting an increase in the fuel surcharge assessed due to the rise in fuel prices.

Attached:

Amendment 1 to IFB 2020-B04

First Amendment to the Concrete Contract (IFB 2020-B04 Concrete)

1. This First Amendment to the Concrete Contract (the "First Amendment), attached as *Exhibit "A"* and executed January 28, 2020 (the "Agreement"), is made this 12th day of April, 2022, by and between **Hays County, Texas ("Client")** and **Lauren Concrete, Inc. ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Fuel Surcharge Fee:

- A fuel surcharge fee of \$3.00 per cubic yard shall be charged while diesel rack prices are between \$4.00 per gallon and \$4.49 per gallon. A fuel surcharge of \$4.00 per cubic yard shall be charged when rack prices are between \$4.50 per gallon and \$5.00 per gallon. An additional \$1.00 per cubic yard shall be charged for every \$0.50 per gallon increase thereafter. If diesel rack prices are below \$4.00, no fuel surcharge fee will be assessed. The diesel rack price shall be reviewed by the Contractor on Friday of every week and applied for the following week.

3. This First Amendment shall be effective as of April 1, 2022.

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

HAYS COUNTY, TEXAS

LAUREN CONCRETE, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

ATTEST: _____

Elaine Cardenas
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the transfer of a 2015 Honda Motorcycle 2738-XY from the Sheriff's Office to Constable Pct. 1.

ITEM TYPE

CONSENT

MEETING DATE

April 12, 2022

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

CUTLER

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

The Sheriff's Office is seeking approval to transfer the following asset from the Sheriff's Office Inventory to Constable Pct. 1

2015 Honda Motorcycle 2738-XY
VIN: JH2SC5151FE300061
County Tag Number: 09342

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a Contract Amendment with JM Engineering, LLC. related to Countywide HVAC Services pursuant to RFP 2020-P01, decreasing our yearly contract to \$153,923.59, (15% decrease).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 12, 2022	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

On August 25, 2020, the Commissioners Court approved a contract with JM Engineering, LLC. for Countywide HVAC - Maintenance & Repair Services as a result of formal solicitation RFP 2020-P01.

When conducting the first preventative maintenance, JM Engineering, LLC. identified several units that were not listed on the fee schedule, as well as, identified that the AAON units require a filter change every two months per manufactures recommendations. JM Engineering, LLC. is requesting a contract amendment to include the new units and the additional filter changes.

In order to stay within the 25% contract change order allowance per TLGC, Ch. 262.031, the Hays County Countywide Operations Department is requesting a contract amendment for the necessary additional units and a change in the scope of work.

The acceptance of the contract amendment would include the new units and additional filter changes that were identified in various county buildings, add the new Elections/IT building and the Rainbow Room, and remove the Jail (old and new), and the Training Building. The contract amendment will decrease the total contract amount by \$26,259.71, total of 15%.

Attached:
Amendment 1 to RFP 2020-P01

First Amendment to the HVAC Maintenance and Repair Services Agreement

(RFP 2020-P01 HVAC – Maintenance and Repair Services)

1. This First Amendment to the HVAC Maintenance and Repair Services Agreement (the "First Amendment"), attached as *Exhibit "A"* and executed January 12, 2021 (the "Agreement"), is made this 12th day of April 2022, by and between **Hays County, Texas ("Client")** and **JM Engineering, LLC ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Removal of the Following Services for both Preventative Maintenance and Repair Services:

a. Remove the following Preventative Maintenance Locations:

- Jail: \$17,737.15
- New Jail: \$37,996.80
- New Training Building: \$6,913.20

b. Add the following Preventative Maintenance Locations:

- Rainbow Room: \$1,364.28
- Election/IT Building: \$5,611.43 – PM Services will not start until the building has been renovated and is occupied by County Staff.

3. Proposed Price Changes of the Following Locations: Adding additional filter changes to the AAON units per the manufacturer's guidelines and adding additional units that were located during PM that were not located on the original fee schedule.

- Juvenile Detention Center: \$3,830.04
- Government Center: \$11,657.10
- Precinct 3 Building: \$2,114.73
- New PSB: \$10,990.44
- Old PSB: \$2,836.61

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

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

JM Engineering, LLC

By:  _____

Printed Name: Jay A. Weinberger

Title: Vice President

Dated: 4/7/2022

ATTEST: _____
Elaine Cardenas, Hays County Clerk

RFP 2020-P01 HVAC - Maintenance & Repair Services, Countywide

Original Contract						
Building	Spring PM		Winter PM		Filter Changes	Total PM
Juvenile Detention Center	\$	2,808.88	\$	2,808.88	\$ 1,217.59	\$ 6,835.35
Jail	\$	6,899.98	\$	6,899.98	\$ 3,937.19	\$ 17,737.15
Public Safety Building - Sheriff	\$	1,752.86	\$	1,752.86	\$ 905.43	\$ 4,411.15
Government Center - Countywide	\$	5,765.80	\$	5,765.80	\$ 4,874.85	\$ 16,406.45
Courthouse - Countywide	\$	2,771.28	\$	2,771.28	\$ 1,128.48	\$ 6,671.04
Local Helath Department - Countywide	\$	2,952.02	\$	2,952.02	\$ 1,131.74	\$ 7,035.78
Yarrington Complex - Countywide	\$	6,173.28	\$	6,173.28	\$ 1,647.91	\$ 13,994.47
Driftwood Road Department - Countywide	\$	341.26	\$	341.26	\$ 106.53	\$ 789.05
Wimberley Road Department - Countywide	\$	331.21	\$	331.21	\$ -	\$ 662.42
WIC - Kyle - Countywide	\$	1,025.87	\$	1,025.87	\$ 321.67	\$ 2,373.41
Precinct 2 Office - Countywide	\$	4,350.92	\$	4,350.92	\$ 1,344.64	\$ 10,046.48
Precinct 3 Office - Countywide	\$	2,125.02	\$	2,125.02	\$ 714.53	\$ 4,964.57
Precinct 4 Office - Countywide	\$	2,231.42	\$	2,231.42	\$ 717.40	\$ 5,180.24
Precinct 5 Office - Countywide	\$	2,384.91	\$	2,384.91	\$ 733.99	\$ 5,503.81
Kyle Depot - Countywide	\$	1,046.13	\$	1,046.13	\$ 427.32	\$ 2,519.58
Jacob's Well - Countywide	\$	335.59	\$	335.59	\$ 105.23	\$ 776.41
Dalhstrom Nature Preserve - Countywide	\$	165.60	\$	165.60	\$ 96.47	\$ 427.67
New Public Safety Building	\$	10,407.87	\$	10,407.87	\$ 8,122.53	\$ 28,938.27
New Jail Addition	\$	16,554.12	\$	16,554.12	\$ 4,888.56	\$ 37,996.80
New Training Building	\$	2,771.75	\$	2,771.75	\$ 1,369.70	\$ 6,913.20
Yearly Preventative Maintenance Totals	\$	73,195.77	\$	73,195.77	\$ 33,791.76	\$ 180,183.30
Additions						
Building	Spring PM		Winter PM		Filter Changes	Total Increase
JDC	\$	1,495.24	\$	1,495.24	\$ 839.56	\$ 3,830.04
Government Center	\$	3,764.82	\$	3,764.82	\$ 3,087.96	\$ 10,617.60
Pct. 3	\$	887.82	\$	887.82	\$ 339.09	\$ 2,114.73
Rainbow Room	\$	682.14	\$	682.14	\$ -	\$ 1,364.28
Elections/IT Building	\$	2,363.02	\$	2,363.02	\$ 885.39	\$ 5,611.43
New PSB	\$	3,922.80	\$	3,922.80	\$ 2,167.15	\$ 10,012.75
Old PSB	\$	1,365.04	\$	1,365.04	\$ 106.53	\$ 2,836.61
Total Additions	\$	14,480.88	\$	14,480.88	\$ 7,425.68	\$ 36,387.44
Removals						
Building	Spring PM		Winter PM		Filter Changes	Total Decrease
Jail	\$	(6,899.98)	\$	(6,899.98)	\$ (3,937.19)	\$ (17,737.15)
New Jail Addition	\$	(16,554.12)	\$	(16,554.12)	\$ (4,888.56)	\$ (37,996.80)
New Training Building	\$	(2,771.75)	\$	(2,771.75)	\$ (1,369.70)	\$ (6,913.20)
Total Jail - Original Contract Amounts	\$	(26,225.85)	\$	(26,225.85)	\$ (10,195.45)	\$ (62,647.15)
Total PM Contract w/Proposed Changes	\$	61,450.80	\$	61,450.80	\$ 31,021.99	\$ 153,923.59
					Decrease amt.	\$ 26,259.71
					Decrease %	15%

Juvenile Detention Center						
Unit Type	Make	Model	Spring PM	Winter PM	2 additional Filter Replacement	
	Carrier	48TJD028 760YA	\$ 210.69	\$ 210.69	\$	126.64
	Carrier	48TJD016 670YA	\$ 195.69	\$ 195.69	\$	126.64
	Ruud	RKMB-A150DL15E	\$ 211.56	\$ 211.56	\$	158.39
	Ruud	RKMB-A150DL15E	\$ 211.56	\$ 211.56	\$	158.39
	Carrier	48TCDD14A2G6A0A0A0	\$ 201.39	\$ 201.39	\$	138.04
	Carrier	48TCDD12A2A6A0A0A0	\$ 201.39	\$ 201.39	\$	138.04
	Ruud	RKkB-A120DL15E	\$ 211.56	\$ 211.56	\$	158.39
	Rheem	RA1348AD1AB	\$ 170.63	\$ 170.63	\$	
	Carrier	38CKC060620	\$ 170.63	\$ 170.63	\$	
	Carrier	38CKC060640	\$ 170.63	\$ 170.63	\$	
	Trane	2TTA3060A4000AA	\$ 170.63	\$ 170.63	\$	
	Carrier	38CKC060640	\$ 170.63	\$ 170.63	\$	
	Carrier	38CKC060640	\$ 170.63	\$ 170.63	\$	
	Rheem	RPNL-036JAZ	\$ 170.63	\$ 170.63	\$	106.53
	Rheem	RPNL-036JAZ	\$ 170.63	\$ 170.63	\$	106.53
		Original JDC Total	\$ 2,808.88	\$ 2,808.88	\$	1,217.59
			\$			6,835.35
Additional Units						
Unit Type	Make	Model	Spring PM	Winter PM	2Addt. Filter Replacements	
		AHU	\$ 201.39	\$ 201.39	\$	138.04
	Carrier	24ABB360A620	\$ 170.63	\$ 170.63		
	Rheem	RA1348AD1NB	\$ 170.63	\$ 170.63		
	Rheem	RHLL-HM3617JA	\$ 172.80	\$ 172.80	\$	110.87
	Rheem	RHLL-HM3617JA	\$ 172.80	\$ 172.80	\$	110.87
	Carrier	48TCED29A6A6A6AD060	\$ 201.39	\$ 201.39	\$	138.04
	Carrier	582AV115-22	\$ 202.80	\$ 202.80	\$	170.87
	Carrier	582AV115-22	\$ 202.80	\$ 202.80	\$	170.87
		Additional Units Total	\$ 1,495.24	\$ 1,495.24	\$	839.56
			\$			3,830.04
Total PM - Juvenile Detention Center			\$			10,665.39
including 2 additional Filter Replacements			Difference(Increase)		\$	3,830.04

Government Center - Countywide

Unit Type	Make	Model	Spring PM	Winter PM	2 additional Filter Replacement
		RN-050-3-0-EB09-3C9:			
AAON	BEHE-E0H-DLL-AGC-000BHBD-00-0000000AB		\$ 301.92	\$ 301.92	\$ 369.11
		RN-040-3-0-EA09-3C9:			
AAON	BEHE-E0H-DLM-AGC-000BHBD-00-0000000AB		\$ 301.92	\$ 301.92	\$ 369.11
		RN-040-3-0-EA09-3C9:			
AAON	BEHE-E0H-DLL-AGC-000BHBD-00-0000000AB		\$ 301.92	\$ 301.92	\$ 369.11
		RN-050-3-0-EA09-3C9:			
AAON	BEHE-E0H-DLL-AGC-000BHBD-00-0000000AX		\$ 301.92	\$ 301.92	\$ 369.11
		RN-070-3-0-EA09-3D9:			
AAON	BEHF-E0H-GEL-AGC-000CHBD-00-0000000AX		\$ 301.92	\$ 301.92	\$ 369.11
		RN-050-3-0-EA09-3C9:			
AAON	BEHE-E0H-DLM-AGC-000BHBD-00-0000000AB		\$ 301.92	\$ 301.92	\$ 369.11
		RN-031-3-0-EA09-3C9:			
AAON	BEHP-E0H-DLL-AGC-000AHBD-00-0000000AB		\$ 301.92	\$ 301.92	\$ 369.11
		RN-040-3-0-EB09-3C9:			
AAON	BEHP-E0H-DLL-AGC-000BHBD-00-0000000AB		\$ 301.92	\$ 301.92	\$ 369.11
		RN-060-3-0-EA09-3D9:			
AAON	BEHE-E0H-DLM-AGC-000BHBD-00-0000000AX		\$ 301.92	\$ 301.92	\$ 369.11
		RN-060-3-0-EB09-3C9:			
AAON	BEHE-E0H-DLM-AGC-000BHBD-00-0000000AX		\$ 301.92	\$ 301.92	\$ 369.11
		RL-075-3-0-CB04-222:			
AAON	BEBE-E00-HB1-DNF-DD0A0BD-00-0000000AX		\$ 301.92	\$ 301.92	\$ 369.11
		RL-075-3-0-CB04-222:			
AAON	BEBE-E00-HEL-DNF-DD0A0BD-00-0000000AX		\$ 301.92	\$ 301.92	\$ 369.11
Data Aire		DRCU-0734-5	\$ 206.62	\$ 206.62	\$ 148.50
Data Aire		DAPA-0534-A0	\$ 206.62	\$ 206.62	\$
Data Aire		DRCU-0734-5	\$ 206.62	\$ 206.62	\$ 148.50
Data Aire		DAPA-0534-A0	\$ 206.62	\$ 206.62	\$
Data Aire		DRCU-0734-5	\$ 206.62	\$ 206.62	\$ 148.50
Data Aire		DAPA-0534-A0	\$ 206.62	\$ 206.62	\$
Loren Cook			\$ 180.60	\$ 180.60	\$
Loren Cook			\$ 180.60	\$ 180.60	\$
Loren Cook		195 ACE 195C9B	\$ 180.60	\$ 180.60	\$
Loren Cook			\$ 180.60	\$ 180.60	\$
Loren Cook		195 ACE 195C9B	\$ 180.60	\$ 180.60	\$
Total			\$ 5,765.76	\$ 5,765.76	\$ 4,874.82
Total Preventive Maintenance - Government Center, Countywide including 2 additional Filter Replacements			\$ 16,406.34		

Additional Units					
Unit Type	Make	Model	Spring PM	Winter PM	2Addt. Filter Replacements
Adding additional amount to each PM and filter change		RN-050-3-0-EB09-3C9:			
	AAON	BEHE-E0H-DLL-AGC-000BHBD-00-0000000AB	\$ 128.67	\$ 128.67	\$ 257.33
		RN-040-3-0-EA09-3C9:			
	AAON	BEHE-E0H-DLM-AGC-000BHBD-00-0000000AB	\$ 128.67	\$ 128.67	\$ 257.33
		RN-040-3-0-EA09-3C9:			
	AAON	BEHE-E0H-DLL-AGC-000BHBD-00-0000000AB	\$ 128.67	\$ 128.67	\$ 257.33
		RN-050-3-0-EA09-3C9:			
	AAON	BEHE-E0H-DLL-AGC-000BHBD-00-0000000AX	\$ 128.67	\$ 128.67	\$ 257.33
		RN-070-3-0-EA09-3D9:			
	AAON	BEHF-E0H-GEL-AGC-000CHBD-00-0000000AX	\$ 128.67	\$ 128.67	\$ 257.33
		RN-050-3-0-EA09-3C9:			
	AAON	BEHE-E0H-DLM-AGC-000BHBD-00-0000000AB	\$ 128.67	\$ 128.67	\$ 257.33
		RN-031-3-0-EA09-3C9:			
	AAON	BEHP-E0H-DLL-AGC-000AHBD-00-0000000AB	\$ 128.67	\$ 128.67	\$ 257.33
		RN-040-3-0-EB09-3C9:			
	AAON	BEHP-E0H-DLL-AGC-000BHBD-00-0000000AB	\$ 128.67	\$ 128.67	\$ 257.33
		RN-060-3-0-EA09-3D9:			
	AAON	BEHE-E0H-DLM-AGC-000BHBD-00-0000000AX	\$ 128.67	\$ 128.67	\$ 257.33
		RN-060-3-0-EB09-3C9:			
	AAON	BEHE-E0H-DLM-AGC-000BHBD-00-0000000AX	\$ 128.67	\$ 128.67	\$ 257.33
		RL-075-3-0-CB04-222:			
	AAON	BEBE-E00-HB1-DNF-DD0A0BD-00-0000000AX	\$ 128.67	\$ 128.67	\$ 257.33
		RL-075-3-0-CB04-222:			
	AAON	BEBE-E00-HEL-DNF-DD0A0BD-00-0000000AX	\$ 128.67	\$ 128.67	\$ 257.33
Exhaust Fan 6			\$ 180.60	\$ 180.60	
Exhaust Fan 7		135 ACE 135CHS0	\$ 180.60	\$ 180.60	
FCU 1		MA12BN11H	\$ 206.62	\$ 206.62	\$ -
FCU 2		MA12BN11H	\$ 206.62	\$ 206.62	\$ -
FCU 3		MA12BN11H	\$ 206.62	\$ 206.62	\$ -
FCU 4		MA12BN11H	\$ 206.62	\$ 206.62	\$ -
FCU 5		MA12BN11H	\$ 206.62	\$ 206.62	\$ -
CU 5		York: YCJD24S41A1A	\$ 206.62	\$ 206.62	\$ -
FCU 6		MA12BN11H	\$ 206.62	\$ 206.62	\$ -
CU 6		York: YCJ024S415A	\$ 206.62	\$ 206.62	\$ -
FCU 7		York: YCJD24S41A1A	\$ 206.62	\$ 206.62	\$ -
Total of Additional Units			\$ 3,764.82	\$ 3,764.82	\$ 3,087.96
			\$		10,617.60
Total PM - Government Center			\$ 9,530.58	\$ 9,530.58	\$ 7,962.78
old & additional units			\$		27,023.94
			Difference(Increase)		\$ 10,617.60

Precinct 3 Office - Countywide					
Unit Type	Make	Model	Spring PM	Winter PM	2 additional Filter Replacement
	LENNOX	LCA060H4BE5G	\$ 190.54	\$ 190.54	\$ 116.34
	LENNOX	LCA060H4BN5G	\$ 190.54	\$ 190.54	\$ 116.34
	LENNOX	N/A	\$ 165.60	\$ 165.60	\$ 96.47
	YORK	ZR090E18R4B3BAA2A1	\$ 202.11	\$ 202.11	\$ 139.48
	YORK	ZR090E18R4B3BAA2A1	\$ 202.11	\$ 202.11	\$ 139.48
	YORK	DHP36NWB21S	\$ 165.60	\$ 165.60	\$
	YORK	DHP36CSB21S	\$ 165.60	\$ 165.60	\$
	YORK	DHR18CSB21S	\$ 165.60	\$ 165.60	\$
	YORK	DHP24CSB21S	\$ 165.60	\$ 165.60	\$
	YORK	MC48C3XC1A	\$ 170.57	\$ 170.57	\$ 106.41
	YORK	YCJD48S44S3A	\$ 170.57	\$ 170.57	\$
	YORK	YCJD48S44S3A	\$ 170.57	\$ 170.57	\$
Total			\$ 2,125.01	\$ 2,125.01	\$ 714.52
Total PM - Precinct 3 Office, Countywide including 2 additional Filter Replacements			\$ 4,964.54		
Additional Units					
Unit Type	Make	Model	Spring PM	Winter PM	2Addt. Filter Replacements
CU-1 Mini-Split	York	DHR18CB21S	\$ 165.60	\$ 165.60	
CU-2 Mini-Split		HPS6CSB21S	\$ 170.57	\$ 170.57	
AHU-4			\$ 190.54	\$ 190.54	\$ 116.34
AHU-1		ME16CN41A	\$ 190.54	\$ 190.54	\$ 116.34
AHU-2	York	MC48C3X1A	\$ 170.57	\$ 170.57	\$ 106.41
Total Additional Units			\$ 887.82	\$ 887.82	\$ 339.09
			\$ 2,114.73		
Total PM - Precinct 3 old & additional units			\$ 3,012.83	\$ 3,012.83	\$ 1,053.61
			\$ 7,079.27		
Difference(Increase)					\$ 2,114.73

Rainbow Room - New Addition (401 Broadway Street, San Marcos)						
Unit Type	Make	Model	Spring PM	Winter PM	2 additional Filter Replacement	
AHU-1	Nordyne	GB3BM-060K-C-15B	\$ 179.64	\$ 179.64	N/A	
AHU-2	Trane	TEM4A0C60S51SBA	\$ 171.30	\$ 171.30	N/A	
CU-1	Goodman		\$ 165.60	\$ 165.60	N/A	
CU-2	Am. Standard	4A7A4060L1000AA	\$ 165.60	\$ 165.60	N/A	
Total			\$ 682.14	\$ 682.14	\$ -	
Total PM - Rainbow Room			\$		1,364.28	

Elections Building - New Addition (120 Stagecoach Trail, San Marcos)						
Unit Type	Make	Model	Spring PM	Winter PM	1 additional Filter Replacement	
RTU-1	Ruud		\$ 212.86	\$ 212.86	\$ 80.49	
RTU-2	Ruud		\$ 214.66	\$ 214.66	\$ 80.49	
RTU-3	Ruud		\$ 212.86	\$ 212.86	\$ 80.49	
RTU-4	Ruud		\$ 212.86	\$ 212.86	\$ 80.49	
RTU-5	Ruud		\$ 212.86	\$ 212.86	\$ 80.49	
RTU-6	Ruud		\$ 212.86	\$ 212.86	\$ 80.49	
RTU-7	Ruud		\$ 217.80	\$ 217.80	\$ 80.49	
RTU-8	Ruud		\$ 217.80	\$ 217.80	\$ 80.49	
RTU-9	Ruud		\$ 217.80	\$ 217.80	\$ 80.49	
RTU-10	Ruud		\$ 217.80	\$ 217.80	\$ 80.49	
RTU-11	Ruud		\$ 212.86	\$ 212.86	\$ 80.49	
Total			\$ 2,363.02	\$ 2,363.02	\$ 885.39	
Total PM - Elections Building			\$		5,611.43	

New Public Safety Building							
Unit Type	Make	Model	Spring PM	Winter PM	2 Addt Filter Replacements	2 Addt Filter Replacements	
AHU-1	TEMTROL	INDOOR ITF	\$ 1,486.62	\$ 1,486.62	\$ 2,738.51		
CU-1	AAON	CNA-090-B-0-3-CA00A	\$ 165.60	\$ 165.60			
CU-2	AAON	CNA-090-B-0-3-CA00A	\$ 165.60	\$ 165.60			
RTU-1	AAON	RN-008-3	\$ 216.29	\$ 216.29	\$ 197.85		
RTU-2	AAON	RN-031-3	\$ 307.01	\$ 307.01	\$ 379.29		
RTU-3	AAON	RN-025-3	\$ 257.55	\$ 257.55	\$ 280.36		
RTU-4	AAON	RN-040-3	\$ 307.01	\$ 307.01	\$ 379.29		
RTU-5	AAON	RN-030-3	\$ 257.55	\$ 257.55	\$ 280.36		
RTU-6	AAON	RN-031-3	\$ 307.01	\$ 307.01	\$ 379.29		
RTU-7	AAON	RN-008-3	\$ 252.72	\$ 252.72	\$ 270.01		
CRAC Unit 1-1856-B	Dataaire	GIAX-03534	\$ 184.42	\$ 184.42	\$ 134.10		
CRAC Unit 2-1857-B	Dataaire	GIAX-03534	\$ 184.42	\$ 184.42	\$ 134.10		
CRAC Unit 3-1858-B	Dataaire	GIAX-03534	\$ 184.42	\$ 184.42	\$ 134.10		
CRAC Unit 4-1859-B	Dataaire	GIAX-03534	\$ 184.42	\$ 184.42	\$ 134.10		
CRAC Unit 5-1860-B	Dataaire	GIAX-03534	\$ 184.42	\$ 184.42	\$ 134.10		
CRAC Unit 6-1861-B	Dataaire	GIAX-03534	\$ 184.42	\$ 184.42	\$ 134.10		
CRAC Unit 7-1862-B	Dataaire	GIAX-03534	\$ 184.42	\$ 184.42	\$ 134.10		
CRAC Unit 8-1863-B	Dataaire	GIAX-03534	\$ 184.42	\$ 184.42	\$ 134.10		
CRAC Unit 9-1864-A	Dataaire	GIAX-03534	\$ 184.42	\$ 184.42	\$ 134.10		
CRAC Unit 10-1865-A	Dataaire	GIAX-03534	\$ 184.42	\$ 184.42	\$ 134.10		
CRAC Unit 11-1866-A	Dataaire	GIAX-03534	\$ 184.42	\$ 184.42	\$ 134.10		
CRAC Unit 12-1867-A	Dataaire	GIAX-03534	\$ 184.42	\$ 184.42	\$ 134.10		
CRAC Unit 13-1868-A	Dataaire	GIAX-03534	\$ 184.42	\$ 184.42	\$ 134.10		
CRAC Unit 14-1869-A	Dataaire	GIAX-03534	\$ 184.42	\$ 184.42	\$ 134.10		
CRAC Unit 15-1870-A	Dataaire	GIAX-03534	\$ 184.42	\$ 184.42	\$ 134.10		
CRAC Unit 16-1871-A	Dataaire	GIAX-03534	\$ 184.42	\$ 184.42	\$ 134.10		
FCU-4 Indoor Unit	Daikin	FXMQ96MVJU	\$ 170.93	\$ 170.93			
FCU-4 Outdoor Unit	Daikin	FXMQ96MVJU	\$ 185.93	\$ 185.93	\$ 107.13		
FCU-5 Indoor Unit	Daikin	FBQ18PVJU	\$ 170.93	\$ 170.93			
FCU-5 Outdoor Unit	Daikin	RZQ18PVJU9	\$ 185.93	\$ 185.93	\$ 107.13		
DS-1 Indoor Unit DS	Daikin	FTK18NMVJU	\$ 170.93	\$ 170.93			
DCU-1 Outdoor Unit	Daikin	FTK18NMVJU	\$ 185.93	\$ 185.93	\$ 107.13		
DS-2 Indoor Unit	Daikin	RK18NMVJU	\$ 170.93	\$ 170.93			
DS-CU-2 Outdoor Unit	Daikin	FTK18NMVJU	\$ 185.93	\$ 185.93	\$ 107.13		
DS-3 Indoor Unit	Daikin	RK18NMVJU	\$ 170.93	\$ 170.93			
DS-CU-3 Outdoor Unit	Daikin	FTK24NMVJU	\$ 185.93	\$ 185.93	\$ 107.13		
DS-4 Indoor Unit	Daikin	RK24NMVJU	\$ 170.93	\$ 170.93			
DS-CU-4 Outdoor Unit	Daikin	FTK24NMVJU	\$ 185.93	\$ 185.93	\$ 107.13		
DS-5 Indoor Unit	Daikin	FTK24NMVJU	\$ 170.93	\$ 170.93			
DS-CU-5 Outdoor Unit	Daikin	RK24NMVJU	\$ 185.93	\$ 185.93	\$ 107.13		
DS-6 Indoor Unit	Daikin	FTK24NMVJU	\$ 170.93	\$ 170.93			

(Old) Public Safety Building - Sheriff							
Unit Type	Make	Model	Spring PM	Winter PM	2 additional Filter Replacement	2 additional Filter Replacement	
AHU-1	ICP	FEM4X6000BL	\$ 170.63	\$ 170.63	\$ 106.53		
AHU-2	ICP	FSM4X6000A	\$ 170.63	\$ 170.63	\$ 106.53		
AHU-3	ICP	FSM4P4200A	\$ 170.63	\$ 170.63	\$ 106.53		
AHU-4	Trane	TWE036C140A1	\$ 170.63	\$ 170.63	\$ 106.53		
AHU-5	Rheem Manf.	RHLL-HM6024JA	\$ 170.63	\$ 170.63	\$ 106.53		
AHU-6	ICP	FXM4X6000A	\$ 170.63	\$ 170.63	\$ 106.53		
AHU-7	ICP	FSM4P488A	\$ 170.63	\$ 170.63	\$ 106.53		
CRAC Unit	Liebert	BF067A-CAE18053	\$ 227.23	\$ 227.23	\$ 159.74		
Mini-Split	Gree Electric	R1024HP230VIAH	\$ 165.60	\$ 165.60	\$		
Mini-Split	Friedrich	MW24C3G	\$ 165.60	\$ 165.60	\$		
			Total	\$ 1,752.84	\$ 1,752.84	\$ 905.45	
Total PM - OLD Public Safety Building				\$			4,411.13
Additional Units							
Unit Type	Make	Model	Spring PM	Winter PM	2Addt. Filter Replacements	2Addt. Filter Replacements	
Mini-Split - AHU-1	Gree Electric	R1024HP230VIAH	\$ 170.63	\$ 170.63	\$ 106.53		
CU-1	ICP	N4A360GHC300	\$ 170.63	\$ 170.63			
CU-2	ICP	N4A360GHC00	\$ 170.63	\$ 170.63			
CU-3	ICP	N4A342GHC300	\$ 170.63	\$ 170.63			
CU-4	Trane	TTA036C300A0	\$ 170.63	\$ 170.63			
CU-5	Ruud	NANL-060CAZ	\$ 170.63	\$ 170.63			
CU-6	ICP	N4A342GHC300	\$ 170.63	\$ 170.63			
CU-7	ICP	N4A342GHC300	\$ 170.63	\$ 170.63			
Total Additional Units			\$ 1,365.04	\$ 1,365.04	\$ 106.53	\$ -	
			\$				2,836.61
Total PM - Old Public Safety Building			\$ 3,117.88	\$ 3,117.88	\$ 1,011.98	\$ -	
old & additional units			\$				7,247.74
			Difference(Increase)			\$	2,836.61

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 specifications for RFP 2022-P09 Comprehensive Classification and Compensation Study and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE

CONSENT

MEETING DATE

April 12, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Shari Miller

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Hays County (County) is soliciting proposals for a qualified management consultant to conduct a comprehensive classification and compensation study to assist with maintaining a competitive and equitable classification and total compensation system for all positions (excludes Law Enforcement positions involved in a Collective Bargaining Agreement and certain Elected Officials) when considered in relation to each other (internally) and when compared to the external labor market.

Attached:

RFP 2022-P09 Comprehensive Classification and Compensation Study
Attachment A: Job Classification and Salary Chart



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: RFP 2022-P09 Comprehensive Classification and Compensation Study		Date Issued: April 14, 2022	
SOLICITATION			
Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until: 11:00 a.m. local time May 5, 2022. Proposals received after the time and date set for submission will be returned unopened.			
For information please email: purchasing@co.hays.tx.us		Questions concerning this RFP must be received in writing no later than 5:00 on April 25, 2022.	
Phone No.: (512) 393-2283			
OFFER (Must be fully completed by Respondent)			
In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments. MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.			
Respondent		Respondent's Authorized Representative	
Entity Name:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			
NOTICE OF AWARD (To be completed by County)			
Funding Source:	Awarded as to item(s):	Contract Amount:	
Vendor:		Term of Contract:	
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:	
Important: Award notice may be made on this form or by other Authorized official written notice.	_____		
	Hays County Judge		

	Hays County Clerk		

	Date		

	Date		

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Attachment A: Job Classification and Salary Chart	

I. RFP Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

- ___ 1. Solicitation, Offer and Award Form completed and signed, and Proposal
- ___ 2. Proposed Fee Schedule
- ___ 3. Vendor Reference Form

Required Forms by Hays County:

- ___ 1. Conflict of Interest Questionnaire completed and signed
- ___ 2. Code of Ethics signed
- ___ 3. HUB Practices signed
- ___ 4. House Bill 89 Verification signed and notarized
- ___ 5. Senate Bill 252 Certification
- ___ 6. Debarment & Licensing Certification signed and notarized
- ___ 7. Vendor/Bidder's Affirmation completed and signed
- ___ 8. Federal Affirmations and Solicitation Acceptance
- ___ 9. Related Party Disclosure Form
- ___ 10. System for Award Management (www.SAM.gov) Entity Registration Page
- ___ 11. Any addenda applicable to this solicitation

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

- ___ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to:
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666

OR
- ___ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666

II. Summary

- 1. Type of Solicitation:** Request for Proposal (RFP)
- 2. Solicitation Number:** RFP 2022-P09
Comprehensive Classification and Compensation Study
- 3. Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope
One (1) Original and one (1) digital copy on a thumb drive, or
Electronic Bid packets can be submitted through BidNet Direct and one (1) hard copy is required to be received.
- 5. Deadline for Responses:** In issuing office no later than:
May 5, 2022; 11:00 a.m. Central Time (CT)
- 6. Initial Contract Term:** June 2022 – September 30, 2022
- 7. Optional Contract Terms:** none
- 8. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 9. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than April 25, 2022; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents.

The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

10. Addenda

Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal submission.

11. Contact with County Staff:

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

Anticipated Schedule of Events

April 14, 2022	Issuance of RFP
April 25, 2022	Deadline for Submission of Questions (5:00 PM CT)
May 5, 2022	Deadline for Submission of Proposals (11:00 AM CT) Late proposals will not be accepted.
June 2022	Anticipated contract award date

III. Specifications

A. Introduction

Hays County (County) is soliciting proposals for a qualified management consultant to conduct a comprehensive classification and compensation study to assist with maintaining a competitive and equitable classification and total compensation system for all positions (excludes Law Enforcement positions involved in a Collective Bargaining Agreement and certain Elected Officials) when considered in relation to each other (internally) and when compared to the external labor market. Hays County invites qualified management consultants to submit proposals to:

- Perform a review of the existing classification plan and related job descriptions,
- Perform a review of each departments staffing and organizational structure,
- Perform a salary study including public and private employers who are providing comparable services,
- Prepare recommendations for compensation policies, including cost of living and merit pay increases, career ladders and variable incentive pay options to maintain competitiveness, reward employees, and to ensure internal pay equity.
- Examine and compare benefits in relation to other local governments.
- Review the County's current salary administration and salary exception processes and provide recommendations including developing a more systematic process. Items to consider are employees who are returning to the County and their previous pay, employees with direct County experience vs. other similar experience, etc.

B. Background

The Commissioners Court is the governing body for Hays County. Under this system, the Commissioners Court establishes and approves policies and procedures under which the County operates.

Hays County is comprised of the following departments:

Departments		
Auditor	District Courts	Juvenile Probation
Building Maintenance	Elections	Law Library
Constable 1, 2, 3, 4, & 5	Emergency Services	Local Health Department
Commissioner 1, 2, 3, & 4	Extension Office	Parks & Recreation
County Judge	Fire Marshal	Recycling & Solid Waste
County Clerk	General Counsel	Sheriff/Jail
County Courts at Law	Human Resources	Tax Assessor-Collector
Countywide Operations/Grants	Information Technology	Transportation/Road
Development Services	Justice of the Peace 1.1, 1.2, 2, 3, 4 & 5	Treasurer/Compliance-Collections
District Attorney		Veterans Services
District Clerk	Juvenile Detention Center	

Overall, Hays County has approximately eight hundred (800) budgeted positions (excluding Law Enforcement positions) in two hundred thirty-one (231) job titles/classifications including department heads, administrative support, executive, management, supervisory, professional, technical and para-professional classifications. The County's compensation package includes base salary, longevity, and overtime/compensatory time for non-exempt positions. The study will not include any jobs that fall under our collective bargaining agreements i.e., Law Enforcement, Correctional Officers, ACO Supervisor, and Deputy Constables or certain Elected Officials that salaries are set by the State.

Each classification is assigned to a salary grade with a range spread of 50%. The County also has a salary exception process for hiring new and previous employees at various percentiles within the salary range (Attachment A). The County utilizes a pay for performance system whereby all employees are evaluated

annually. If a merit increase is budgeted by Commissioners Court, Department Heads allocate merit increase amounts to employees based on a variety of factors, including their performance ratings.

The County provides a full range of employee benefit programs including health, dental, life insurance, paid leave and holidays, retirement, and longevity incentives. Optional insurance programs and supplemental deferred compensation plans are also available for voluntary participation. Benefits management has focused heavily on program design and offering the highest level and maximum benefits to all employees.

C. Scope of Work

The intent of the comprehensive classification and compensation study is to evaluate the County's existing job classification and compensation programs and provide viable options and strategies that would enhance the County's ability to attract and retain a highly qualified and motivated workforce.

- Study and evaluate positions (class/position description) for purposes of determining the proper classification and salary. Meet with department heads and identified sample of employees regarding job duties as needed. Assess any equity concerns that may arise including differences in work hours, work week, etc.
- Conduct a comprehensive salary study to determine if the County's salaries are competitive within the appropriate job market. The current market survey data or survey to be conducted will include the collection and summary of data from an agreed upon set of participants, both public and private, or other survey sources.
- Evaluate position designations of exempt and nonexempt to ensure compliance with the Fair Labor Standards Act (FLSA).
- Review the effectiveness of the County's overall compensation system, including compression issues and recommended salary for years of service and recommend potential solutions.
- Review our salary structure and pay plan to ensure the County can support recruitment and retention of employees more effectively.
- Review accuracy of position titles and descriptions regarding unique characteristics of the position, essential job functions, minimum qualifications, working conditions, licensing requirements, on-call requirements, and supervisory requirements.
- Provide analysis of existing internal hierarchy and internal career ladders where appropriate and assist county with efforts to more fully develop and clearly outline job progression opportunities and provide recognizable compensation growth.
- Make recommendations to County staff about any changes to the pay plan, strategies, policies, best practices, and other compensation related items in order to maintain a competitive place in the labor market.
- Develop and present final recommendations and implementation plan including fiscal impact of implementing recommended adjustments to current salaries both immediately and in the future.
- Recommend effective recruitment strategies for hard to fill, high turnover positions. Recommendations should include criteria for designating positions as hard-to-fill/critical (e.g., not being able to fill after repeated advertising, competent talent not applying, gaps in talent as compared to position needs, internal talent not available).
- Review existing Personnel Policy and provide recommendations for additions, changes and deletions in sections related to compensation and classification. When necessary, create language that is appropriate and applicable. Provide recommendations on how to update and maintain the related sections of the Personnel Policy on an ongoing basis.

- Recommend pay progression methods to include sound practices to prevent salary bypassing and mitigate pay compression. Implementation recommendations must address any pay equity issues discovered as part of this compensation analysis.
- Identify FLSA and DOL compliance issues in classifications, work schedules, overtime pay (blended rates), longevity, paid leave, holidays and additional pay such as “on-call, incentive pay and fringe benefits. Recommend best practices regarding FLSA compliant payroll calculations with varying 7-day workweeks (i.e. Sat-Fri, Sun-Sat, etc.) and work schedules, identifying different shift and pay schedules (i.e. E911, fluctuating workweek, 12-hours shifts, 207k employees).
- Evaluate and recommend hiring rate policies for external hires and for internal promotions. Provide salary offer guidelines to facilitate increased fairness in determining hiring rates based on a candidate’s qualifications.
- Determine if changes to position/job descriptions are needed, and if so, create those job descriptions with input from the Department Head/Elected Official.
- Recommend a classification/compensation and position evaluation system that adheres to the following basic elements and characteristics:
 - Must meet all legal requirements, be totally non-discriminatory, and provide for compliance with all pertinent federal, state, and local requirements.
 - Must be easy for management to administer, maintain, and legally defend.
 - Must easily accommodate organizational change and growth or conversion.
 - Must be based upon sound compensation principles in which both internal and external equity are considered within the pay structure as well as the concepts of equal pay for equal work, equal pay for similar work, and equal pay for comparable work.
 - Must provide process to be used by HR staff for new positions to be incorporated into the compensation plan as well as appropriate adjustments to maintain the compensation plan’s effectiveness.
- Attend meetings, if requested, throughout the process with employees, the County Elected Officials, Department Heads and/or designated staff, and the Commissioners Court to discuss the methodology, survey results, and recommendations.
- Provide a written final report of recommendations including a discussion of methods, techniques, and data used to develop the classification and compensation plan. Must include the following:
 - Benefit Survey results
 - Total compensation system and timesheet/pay cycle, including pay, benefits, holiday, overtime/compensatory time recommendation, leave, etc. that compares the County and its relation to the market
 - An analysis of the financial impact for various implementation scenarios of the new classification and compensation plan
 - Instructional information and instructions to allow County Staff/Human Resources to conduct individual salary audits and recommend adjustments consistent with study methods and overall pay plan recommendations
 - Implementation support and training, as needed

D. Qualifications

Hays County is seeking to contract with a competent management consultant with prior experience in conducting a comprehensive classification and compensation study.

- At least three (3) years of classification/compensation evaluation experience is required. No individual in the engagement will have less than three (3) years of classification/compensation evaluation experience.

REFERENCES: Hays County requires respondent to supply with the statement of qualifications, a list of at least three (3) references where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

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

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

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

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

E. Proposal Requirements

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and the understanding of the County's Needs.

Proposals shall include the following:

- **Front and rear covers**
- **Letter of Transmittal:** RFP Subject Line, name of Vendor, address, telephone number, email, name of contact person, and signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- **Profile/Experience of the Company**
 - Company information shall include: Company legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.
 - Experience of the Company and prior work performance on three (3) projects of similar size and scope that have been completed in the last five (5) years.
 - List of any criminal charges, civil lawsuits, or dispute resolutions to which the Company is a part in the past five (5) years and the nature of the issue. Indicating if and how it was resolved.
 - Related recent experience in managing federally funded local projects.
- **Key Personnel**
 - Provide resumes of all employees who may be assigned to provide services if your company is selected.
 - Provide an organizational chart containing the names, telephone numbers and email address of the prime providers and any sub-providers that would be proposed for the team and their contract responsibilities by work category.
- **Capacity to Perform**

- Describe the capacity to perform the Scope of Work activities.
- Provide a description of your proposed approach/strategy to provide and perform the objectives, specific elements, and tasks associated with services. Firms may elect to include in this section any innovative methods or concepts that might be beneficial to the County as long as the minimum assistance requirements from Hays County as wet out in the is RFP are met.
- Quality Assurance Plan
- **Proposed Fees:** All study costs to include professional services, supplies, etc., proposed contract terms and condition are to be submitted. The not-to-exceed fees for performing each phase of the study, including out-of-pocket and travel expenses. Do not include cost of “additional Services” outside the scope of work in the cost proposal with response to this RFP.
- **Additional Services (Optional):** any other related and recommended products or services not specified in this RFP which may be considered essential or beneficial by the firm. These services should be priced separately from item 4 above and shown here.
- **Proposed Project Schedule:** proposed implementation schedule to include specific milestones to meet a completion date of July 31, 2022.
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**

Sheet size is limited to 8½” x 11” sheets only, using 12-point font. The organizational chart is permissible to use an 11” x “17” sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted.

F. Evaluation Criteria

The Evaluating Committee will evaluate each respondent’s proposal based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by the County according to the following criteria: **(Maximum Point Total 100)**

- | | |
|---|------------------|
| 1. Capacity to Perform | 40 points |
| Proposed work plan, and approach/methodology to conducting the study, and project understanding. | |
| 2. Experience of the Company | 30 points |
| References from current or former clients, company history with biographies and/or resumes for principal contacts, and company certifications | |
| 3. Proposed Fees | 30 points |
| Reasonable total fee schedule and dedicated resources that will be required to successfully complete the work contained in the Scope of Work. | |

Interview (optional)

Ranking

At the County’s discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award. Interviews will be ranked after the interviews have been conducted.

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

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

G. Submittal Requirements

The Company must deliver their proposal to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

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

Electronic Proposals:

- Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
- One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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

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

ADDENDA: Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

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

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

BASIS OF AWARD: The County reserves the right to award a contract for named project to a company on the basis of "best value". Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

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

H. Small, Minority and Women Business Enterprises

Affirmative Steps. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor.

1. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce,
6. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit statement of qualifications.

I. Limitations

RIGHT TO ACCEPT OR REJECT: The County reserves the right to accept or reject any or all submissions as a result of this RFP, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal. If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract.

Contractor or Individual's Obligation Regarding Evaluation

- a. **SUBMISSION OF INFORMATION.** Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.
- b. **SUBMITTER REVIEW OF RFP.** Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;

2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;
5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

J. Warranty of Performance

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

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

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

IV. General Terms and Conditions for Solicitations

Applicable To: Request for Proposals (RFP)

1. GENERAL DEFINITIONS:

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

2. **FUNDING:** Funds for payment on Contracts will be provided through the County budget approved by Commissioners Court for the fiscal year in which the contract is approved. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. County cannot guarantee the availability of funds and enters into contracts only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

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

4. INVOICING/PAYMENTS:

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

and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.

- e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
 - a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
 - b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.
12. CHANGES:
 - a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY

HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.

- b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
 - b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
 - c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.
16. **DISPUTES AND APPEALS:** The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.
17. **MEDIATION:** When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
18. **FORCE MAJEURE:** If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.
19. **NON-WAIVER OF DEFAULT:**
- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
 - b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
20. **TERMINATION FOR DEFAULT:** Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to

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

21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

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

26. CONTRACTOR CLAIMS NOTIFICATION:

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

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

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

29. CONSTRUCTION OF CONTRACT:

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

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

30. ADDITIONAL GENERAL PROVISIONS:

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

31. INTERPRETATION OF CONTRACT:

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

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

32. MODIFICATIONS:

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

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

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

Automobile Liability:	
Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	

Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

VI. Certificate of Interested Parties

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

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

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2283.

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity. 	Date Received 	
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center;">_____</div> <div style="text-align: center;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
_____ Signature of vendor doing business with the governmental entity		_____ Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
- a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of
_____(Company or Business name, hereafter referred to as Company) being an adult
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

Date

On this ____ day of _____, 20____, personally appeared _____, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Company Name

Print Name of Company Representative

Signature of Company Representative

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

Date

IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20____, on behalf of said Firm.

Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Hays County, or;

_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIV. Federal Affirmations and Solicitation Acceptance

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. **Debarment and Suspension**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246

Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part

401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
 - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

**"RFP 2022-P09 Comprehensive Classification and Compensation Study
Attachment A: Job Classifications Salary Ranges"**

Grade	Postion Code	Position Title	Minimum	25th percentile	Midpoint	75th percentile	Maximum
106	0273	Administrative Assistant I	\$ 24,700.76	\$ 27,788.07	\$ 30,875.38	\$ 33,962.69	\$ 37,050.01
			\$ 2,058.40	\$ 2,315.67	\$ 2,572.95	\$ 2,830.22	\$ 3,087.50
			\$ 11.88	\$ 13.36	\$ 14.84	\$ 16.33	\$ 17.81
107	0210	Custodian	\$ 27,170.61	\$ 30,566.93	\$ 33,963.26	\$ 37,359.58	\$ 40,755.91
107	0173	Parks Specialist I	\$ 2,264.22	\$ 2,547.24	\$ 2,830.27	\$ 3,113.30	\$ 3,396.33
107	1080	Road Laborer	\$ 13.06	\$ 14.70	\$ 16.33	\$ 17.96	\$ 19.59
108	0272	Administrative Assistant II	\$ 29,886.99	\$ 33,623.01	\$ 37,359.02	\$ 41,095.03	\$ 44,831.05
108	0615	Chaplain	\$ 2,490.58	\$ 2,801.92	\$ 3,113.25	\$ 3,424.59	\$ 3,735.92
108	0960	Counselor	\$ 14.37	\$ 16.16	\$ 17.96	\$ 19.76	\$ 21.55
108	0342	Customer Service Representative					
108	0454	Deputy Clerk II					
108	1128	Imtrac/Outreach Specialist					
108	0855	Justice Clerk					
108	0655	Kitchen Assistant					
108	0176	Parks Specialist II					
108	0172	Recycling and Solid Waste Technician					
108	1075	Road Maintenance Operator					
108	0293	Emergency Services Volunteer Coordinator					
108	1146	Data Entry Specialist					
109	0028	Accounting Associate	\$ 32,875.80	\$ 36,985.28	\$ 41,094.75	\$ 45,204.23	\$ 49,314.15
109	0631	Assistant Food Service Coordinator	\$ 2,739.65	\$ 3,082.11	\$ 3,424.56	\$ 3,767.02	\$ 4,109.48
109	TBD	Benefits Assistant	\$ 15.81	\$ 17.78	\$ 19.76	\$ 21.73	\$ 23.71
109	0450	Bookkeeper					\$ 16,438.35
109	9025	Case Manager					\$ 14,541.36
109	0979	Community Activities Officer					\$ 47,417.16
109	0606	Corrections Specialist					
109	0626	Evidence Specialist					
109	0224	GIS Technician					
109	0077	HR/Payroll Assistant					
109	0607	Inventory Specialist					
109	TBD	Justice Administrator					
109	0339	Lead Customer Service Representative					
109	1130	Medical Assistant					
109	1070	Road Maintenance Senior Operator					
109	0079	Treasury Associate					
109	1145	Contact Tracer					

**"RFP 2022-P09 Comprehensive Classification and Compensation Study
Attachment A: Job Classifications Salary Ranges"**

Grade	Position Code	Position Title	Minimum	25th percentile	Midpoint	75th percentile	Maximum
110	0271	Administrative Assistant III	\$ 36,164.06	\$ 40,684.43	\$ 45,204.79	\$ 49,725.16	\$ 54,245.52
110	0900	Animal Control Officer	\$ 3,013.67	\$ 3,390.37	\$ 3,767.07	\$ 4,143.76	\$ 4,520.46
110	TBD	Bookkeeper/Purchasing Coordinator	\$ 17.39	\$ 19.56	\$ 21.73	\$ 23.91	\$ 26.08
110	0918	Caseworker - Emergency Rental Assistance					\$ 18,081.47
110	0453	Deputy Clerk III					\$ 13,561.10
110	0275	Equipment/Data Coordinator					\$ 49,725.16
110	TBD	Hot Check Coordinator					
110	TBD	Intake Coordinator					
110	9055	Juvenile Supervision Officer					
110	0174	Lead Parks Specialist					
110	TBD	Legal Assistant					
110	1060	Mechanic					
110	0506	Mobile Crisis Outreach Liaison					
110	0190	Permit Coordinator					
110	0016	Purchasing Specialist					
110	0477	Records Management Officer					
110	0170	Recycling and Solid Waste Coordinator					
110	1055	Road Maintenance Lead					
110	0338	Substation Chief Deputy					
110	0355	Tax Assessor Collector Specialist					
110	0320	Tax Supervisor					
110	0447	Veterans Court Coordinator					
110	0918	Veterans Service Caseworker					
111	0910	Assistant County Court at Law Court Administrator	\$ 39,779.90	\$ 44,752.53	\$ 49,725.16	\$ 54,697.79	\$ 59,670.42
111	0909	Assistant District Court Administrator	\$ 3,314.99	\$ 3,729.38	\$ 4,143.76	\$ 4,558.15	\$ 4,972.53
111	0916	Assistant Veterans Service Officer I	\$ 19.12	\$ 21.52	\$ 23.91	\$ 26.30	\$ 28.69
111	0505	Crime Victim Liaison					
111	0988	Emergency Planner/Communications Specialist					
111	0235	Environmental Health Specialist I					
111	TBD	Executive Assistant					
111	0200	Facility Maintenance					
111	0630	Food Service Manager					
111	0860	Justice Court Administrator					
111	1062	Lead Mechanic					
111	0776	Legal Support Services Specialist					
111	TBD	Magistrate Court Administrator					
111	1012	Office Systems Coordinator					
111	1170	Operations Coordinator					
111	TBD	Planning Technician					
111	TBD	Pre-Trial Services Officer					
111	0078	Treasury Specialist					
111	0505	Victims Assistance Coordinator					

**"RFP 2022-P09 Comprehensive Classification and Compensation Study
Attachment A: Job Classifications Salary Ranges"**

Grade	Postion Code	Position Title	Minimum	25th percentile	Midpoint	75th percentile	Maximum
112	0917	Assistant Veterans Service Officer II	\$ 43,758.23	\$ 49,227.87	\$ 54,697.51	\$ 60,167.14	\$ 65,636.78
112	0027	Budget Coordinator	\$ 3,646.52	\$ 4,102.32	\$ 4,558.13	\$ 5,013.93	\$ 5,469.73
112	0405	Chief Deputy Clerk	\$ 21.04	\$ 23.67	\$ 26.30	\$ 28.93	\$ 31.56
112	0515	Emergency Communications Officer					
112	0201	Facility Maintenance Lead					
112	0985	Fire Investigator/Inspector					
112	0632	Food Service Coordinator					
112	0105	Grants Writer					
112	0747	Human Resources Coordinator					
112	TBD	Infection Prevention & Health Promotion Specialist					
112	0783	Information Act Coordinator					
112	1045	Inspector					
112	0975	Juvenile Probation Officer I					
112	9021	Licensed Mental Health Counselor					
112	9050	Lieutenant					
112	0274	Paralegal					
112	0479	Records Coordinator					
112	1035	Road Supervisor					
112	9065	Training Coordinator					
112	0970	Transitional Coordinator					
113	0021	Accountant I	\$ 48,133.94	\$ 54,150.68	\$ 60,167.42	\$ 66,184.17	\$ 72,200.91
113	0018	Accounts Payable Manager	\$ 4,011.16	\$ 4,512.56	\$ 5,013.95	\$ 5,515.35	\$ 6,016.74
113	0922	Application Support Analyst	\$ 23.14	\$ 26.03	\$ 28.93	\$ 31.82	\$ 34.71
113	1010	Assistant Maintenance Superintendent					\$ 24,066.97
113	0935	Assistant Systems Administrator					\$ 1,925.36
113	0913	Assistant Veterans Service Officer III					\$ 50,059.30
113	0627	Crime Analyst					
113	0625	Criminalist					
113	0984	Deputy Fire Marshal					
113	0443	District Court Administrator					
113	0267	Emergency Preparedness Coordinator					
113	1167	Environmental Health Specialist II					
113	1142	Epidemiologist					
113	1040	Equipment Superintendent					
113	TBD	Financial Analyst I					
113	TBD	Fixed Asset Accountant					
113	0225	GIS Analyst					
113	0990	GIS CAD/Public Safety Specialist					
113	0232	GIS Specialist					
113	0468	Inmate Program Director					
113	0025	Internal Auditor I					
113	0934	IT Support Specialist					

**"RFP 2022-P09 Comprehensive Classification and Compensation Study
Attachment A: Job Classifications Salary Ranges"**

Grade	Position Code	Position Title	Minimum	25th percentile	Midpoint	75th percentile	Maximum
113	0976	Juvenile Probation Analyst	\$ 48,133.94	\$ 54,150.68	\$ 60,167.42	\$ 66,184.17	\$ 72,200.91
113	0972	Juvenile Probation Officer II	\$ 4,011.16	\$ 4,512.56	\$ 5,013.95	\$ 5,515.35	\$ 6,016.74
113	0908	Lead County Court at Law Administrator	\$ 23.14	\$ 26.03	\$ 28.93	\$ 31.82	\$ 34.71
113	0513	Lead Emergency Communication Officer					
113	TBD	Lead Inspector					
113	0932	Network Engineer					
113	0075	Payroll Manager					
113	1166	Planner					
113	0989	Special Operations Coordinator					
113	0449	Veterans Treatment Court Program Manager					
114	0020	Accountant II	\$ 52,947.56	\$ 59,566.00	\$ 66,184.45	\$ 72,802.89	\$ 79,421.34
114	0404	Assistant County Clerk	\$ 4,412.30	\$ 4,963.83	\$ 5,515.37	\$ 6,066.91	\$ 6,618.44
114	0410	Assistant District Clerk	\$ 25.46	\$ 28.64	\$ 31.82	\$ 35.00	\$ 38.18
114	0745	Benefits Manager					
114	1028	Contracts Manager					
114	0440	County Court at Law Court Administrator					
114	1175	Criminal Justice Analyst					
114	0928	Data Center Administrator					
114	0933	Database/Inventory Administrator					
114	0885	Deputy Constable - Bailiff					
114	1153	District Court Bailiff					
114	1031	Engineering Technician					
114	TBD	Facility Maintenance Supervisor					
114	0019	Financial Analyst II					
114	1040	Fleet Supervisor					
114	0743	Human Resources Manager					
114	0083	Risk Management Specialist					
114	0444	Indigent Defense Coordinator					
114	0026	Internal Auditor II					
114	0805	Investigator					
114	TBD	IT PSB Analyst					
114	9010	Juvenile Facility Assistant Administrator					
114	0971	Juvenile Probation Officer III					
114	0276	Lead Legal Assistant					
114	0823	Lead Victims Assistance Coordinator					
114	TBD	Mental Health Court Case Worker					
114	1172	Natural Resources Manager					
114	0931	Network Architect					
114	0931	Network Engineer					
114	0931	Network/Telecommunications Architech					
114	0042	Records Management Officer/Law Librarian					
114	9020	Senior Licensed Mental Health Counselor					
114	1147	Statistician					
114	0974	TCOMI Probation Officer III					
114	0233	Program Manager - Emergency Rental Assistance					

**"RFP 2022-P09 Comprehensive Classification and Compensation Study
Attachment A: Job Classifications Salary Ranges"**

Grade	Position Code	Position Title	Minimum	25th percentile	Midpoint	75th percentile	Maximum
115	0906	Assistant Chief District Court Bailiff	\$ 58,241.86	\$ 65,522.24	\$ 72,802.61	\$ 80,082.99	\$ 87,363.36
115	0278	Chief of Staff	\$ 4,853.49	\$ 5,460.19	\$ 6,066.88	\$ 6,673.58	\$ 7,280.28
115	0512	Emergency Communications Manager	\$ 28.00	\$ 31.50	\$ 35.00	\$ 38.50	\$ 42.00
115	0022	Financial Analyst III					
115	0980	Fire Marshal					
115	0957	Senior Juvenile Probation Officer					
115	0150	Local Health Department Manager					
115	TBD	Mental Health Court Program Manager					
115	1135	Registered Nurse					
115	0915	Veterans Service Officer					
116	0987	Assistant Office of Emergency Services Director	\$ 64,066.39	\$ 72,074.55	\$ 80,082.70	\$ 88,090.86	\$ 96,099.02
116	TBD	Budget Manager	\$ 5,338.87	\$ 6,006.21	\$ 6,673.56	\$ 7,340.91	\$ 8,008.25
116	2373	Budget and Operations Manager	\$ 30.80	\$ 34.65	\$ 38.50	\$ 42.35	\$ 46.20
116	0905	Chief District Court Bailiff					\$ 32,032.63
116	0237	Chief EHS/Floodplain Administrator					\$ 13,133.38
116	0795	Chief Investigator					\$ 77,199.77
116	TBD	Combined Emergency Communications Center Director					
116	0955	Assistant Chief Juvenile Probation Officer					
116	0741	Communications Manager					
116	1043	Construction Inspector Environmental Superintendent					
116	0624	Evidence Supervisor					
116	0191	Facility Maintenance Manager					
116	1015	Financial Superintendent					
116	0930	Judicial Systems/Budgetary/Financial Manager					
116	0775	Legal Services Administrator					
116	1025	Operations Superintendent					
116	0921	Operations Supervisor					
116	TBD	Pre-Trial Services Director					
116	0476	Records Program Administrator					
116	1027	Road Maintenance Superintendent					
116	TBD	Senior Accountant					
116	0023	Senior Financial Analyst					
116	0024	Senior Internal Auditor					
116	0926	Technology Infrastructure Coordinator					
116	0076	Treasury Services Manager					
117	0073	Assistant Treasurer	\$ 70,472.91	\$ 79,282.03	\$ 88,091.14	\$ 96,900.26	\$ 105,709.37
117	0790	Attorney I	\$ 5,872.74	\$ 6,606.84	\$ 7,340.93	\$ 8,075.02	\$ 8,809.11
117	0323	Chief Deputy Tax Assessor	\$ 33.88	\$ 38.12	\$ 42.35	\$ 46.59	\$ 50.82
117	9000	Juvenile Facility Administrator					
117	1168	Program Manager, GIS					
117	0015	Purchasing Manager					
117	1024	Assistant Director of Transportation					

**"RFP 2022-P09 Comprehensive Classification and Compensation Study
Attachment A: Job Classifications Salary Ranges"**

Grade	Postion Code	Position Title	Minimum	25th percentile	Midpoint	75th percentile	Maximum
118	0013	Accounting Manager	\$ 77,519.98	\$ 87,209.98	\$ 96,899.98	\$ 106,589.97	\$ 116,279.97
118	0787	Attorney II	\$ 6,460.00	\$ 7,267.50	\$ 8,075.00	\$ 8,882.50	\$ 9,690.00
118	0765	Court Reporter	\$ 37.27	\$ 41.93	\$ 46.59	\$ 51.25	\$ 55.90
118	1171	Director of Countywide Operations					
118	1115	Director of Development and Community Services					
118	0013	Internal Audit Manager					
118	0925	Assistant IT Director					
118	1024	Assistant Transportation Director					
119	0786	Attorney III	\$ 85,271.75	\$ 95,930.72	\$ 106,589.69	\$ 117,248.66	\$ 127,907.63
119	0982	Emergency Services Director	\$ 7,105.98	\$ 7,994.23	\$ 8,882.47	\$ 9,770.72	\$ 10,658.97
119	0010	First Assistant Auditor	\$ 41.00	\$ 46.12	\$ 51.25	\$ 56.37	\$ 61.49
120	0785	Attorney IV	\$ 93,798.93	\$ 105,523.80	\$ 117,248.66	\$ 128,973.53	\$ 140,698.39
120	0465	Chief Deputy	\$ 7,816.58	\$ 8,793.65	\$ 9,770.72	\$ 10,747.79	\$ 11,724.87
120	0950	Chief Juvenile Probation Officer	\$ 45.10	\$ 50.73	\$ 56.37	\$ 62.01	\$ 67.64
120	0125	Elections Administrator					
120	0740	Human Resources Director					
121	1026	Director of Transportation	\$ 103,178.82	\$ 116,076.17	\$ 128,973.53	\$ 141,870.88	\$ 154,768.23
121	0920	IT Director	\$ 8,598.24	\$ 9,673.01	\$ 10,747.79	\$ 11,822.57	\$ 12,897.35
			\$ 49.61	\$ 55.81	\$ 62.01	\$ 68.21	\$ 74.41
122	0780	First Assistant ADA	\$ 113,496.70	\$ 127,683.79	\$ 141,870.88	\$ 156,057.97	\$ 170,245.05
122	0781	General Counsel	\$ 9,458.06	\$ 10,640.32	\$ 11,822.57	\$ 13,004.83	\$ 14,187.09
			\$ 54.57	\$ 61.39	\$ 68.21	\$ 75.03	\$ 81.85

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Hold a public hearing with possible action to establish a 4-way stop location on Main Street at the intersection with Campo Del Sol Parkway near Sunfield subdivision.

ITEM TYPE

ACTION-ROADS

MEETING DATE

April 12, 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 accept the vegetative coverage of all disturbed areas in the ROW, and the release of the 1-year revegetation bond #PB03016800692 in the amount of \$22,738.32 for Great Hills subdivision, Section 7.

ITEM TYPE

ACTION-ROADS

MEETING DATE

April 12, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

JERRY BORCHERDING

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Staff recommends the release of the revegetation bond that was issued for Great Hills subd., Section 7 as a result of our latest inspection verifying 70%+ vegetative coverage of all disturbed areas within the County ROW.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider the release of the maintenance bond #107170496 in the amount of \$86,517.66, and the acceptance of roads into the county road maintenance system for 6 Creeks subdivision, Phase 1, Section 3.

ITEM TYPE

ACTION-ROADS

MEETING DATE

April 12, 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

SMITH

CO-SPONSOR

N/A

SUMMARY

Staff recommends acceptance of these roads into the county road maintenance system. Roads include: Mineral River Loop (826 ft.), Painted Creek Way (1,470 ft.), Rio Blanco Way (2,035 ft.), Wading River Lane (413 ft.), and West Branch Road (1,276 ft.).

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider the release of the maintenance bond #75139761 in the amount of \$142,029.00, and the acceptance of roads into the county road maintenance system for Headwaters at Barton Creek subdivision, Phase 1.

ITEM TYPE

ACTION-ROADS

MEETING DATE

April 12, 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

SMITH

CO-SPONSOR

N/A

SUMMARY

Staff recommends acceptance of these roads into the county road maintenance system. Roads include: a segment of Headwaters Blvd. (979 ft.), Townes Court (888 ft.), Dayridge Drive (4,142 ft.), Hazy Hills Loop (3,101 ft.), Roy Branch Road (292 ft.), and Tierra Trail (1,248 ft.).

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$255,000.00 to the Professional Services Agreement between Hays County and BGE, Inc. for the RM 967 project from UPRR to IH-35 in Precinct 4, as part of the 2016 Road Bond Program utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 12, 2022	\$255,000.00

LINE ITEM NUMBER

Road Bonds [034]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

This Contract Amendment increases the contract compensation cap by \$255,000.00 from \$1,000,000.00 to \$1,255,000.00. This will allow for the execution of Supplemental #4 to Work Authorization #1 for additional utility coordination and design with a new utility, AT&T, permitted since the project inception and revisions to design based on additional TxDOT comments. This effort will be funded through the 2016 Road Bond Program - new project number to be identified.

CONTRACT AMENDMENT NO. 1
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT:
RM 967 Maintenance (UPRR to IH-35) ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and BGE, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective October 3, 2017 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$1,000,000.00; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$1,000,000.00 to \$1,255,000.00.
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

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

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

ENGINEER:

By: Erin N. Gonzales
Signature

Erin N. Gonzales
Printed Name

Director of Transportation
Title

4/6/2022
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

Carlos A. Lopez, P.E.
4/6/2022
4/6/2022

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and Wimberley Water Supply Corporation (WSC) relating to the County's RM 12 at RM 3237 Intersection Improvement Project and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 12, 2022	\$0.00

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Hays County is developing improvements to the RM 12 at RM 3237 intersection as part of the County's 2016 Road Bond Program and will be responsible for the construction letting and construction management of the project. The project has been advertised by the County and letting is scheduled for April 14, 2022. Construction of the project will require the relocation of a portion of a 6" waterline operated by Wimberley WSC, which will be jointly bid with construction of the project. The cost for the waterline relocation is currently estimated to be \$204,750.00 and is the cost responsibility of Wimberley WSC. The Interlocal Agreement would memorialize the roles and responsibilities of Hays County and Wimberley WSC regarding the waterline relocation and the reimbursement to the County by Wimberley WSC for the costs associated with the waterline relocation.

Budget Amendment:

Increase Intergovernmental Revenue .4301

Increase Construction .5611_400

INTERLOCAL AGREEMENT BETWEEN
HAYS COUNTY AND WIMBERLEY WATER SUPPLY CORPORATION RELATED
TO THE RELOCATION OF WATER SYSTEM IMPROVEMENTS (RM 12 AT RM 3237
INTERSECTION IMPROVEMENTS PROJECT)

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF HAYS §

This Interlocal Agreement (the “**Agreement**”) is entered into as of this _____ day of _____, 2022, by and between Hays County, a political subdivision of the State of Texas (the “**County**”) and Wimberley Water Supply Corporation (the “**WWSC**”) (collectively, the “**Parties**”). In this Agreement, the County and Wimberley WSC are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

RECITALS

WHEREAS, the County has been and is in the process of improving the intersection of RM 12 and RM 3237 (the “**Project**”) at the approximate location shown in Exhibit A, Project Location; and

WHEREAS, both Parties have determined that the Project will necessitate the relocation of a portion of a 6” water line operated by Wimberley WSC (the “**water line relocation**”); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall effect the water line relocation and Wimberley WSC shall reimburse the County for the water line relocation;

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

I.
STATEMENT OF INTENT

1.01 General. The purpose of this Agreement is to provide for the County's relocation and construction of the water line relocation necessitated by the Project being developed by the County.

1.02 County Relocation of Water Line. The County shall construct the water line relocation in accordance with the Plans to be furnished by Wimberley WSC. The relocation will occur jointly with the construction of the Project by the County. The current portion of water line to be relocated is located within right-of-way (ROW) associated with the existing RM 12 at RM 3237 intersection and shall be relocated by the County within ROW associated with the proposed improvements at RM 12 at RM 3237. Plans for the water line relocation are attached as Exhibit B.

1.03 Wimberley WSC Obligations. Wimberley WSC shall at its own expense be responsible for the development of the Plans for the water line relocation and provide those Plans to the County. The WSC shall reimburse the County for the cost of the relocation, currently estimated at \$204,750.00, as shown on Exhibit C, Estimated Water Line Relocation Costs. Within thirty (30) days following the award of the contract for the construction of the Project, the Parties will true-up the actual costs related to the construction of the water line relocation. The County will invoice Wimberley WSC on a monthly basis for all costs related with the water line relocation. Wimberley WSC will provide funds to the County for the invoiced amount within thirty (30) calendar days after receipt of invoice. The County shall notify Wimberley WSC in writing of any field changes that result in an adjustment to actual costs of the water line relocation, prior to including the costs of those changes on any invoice. Wimberley WSC shall have the right to review and approve said field changes to the work being performed and prior to being held responsible for the cost of said field changes. The approval of said field changes by Wimberley WSC shall not be unreasonably withheld. Wimberley WSC approval of the field change shall not exceed 7 calendar days after receipt of proposed field changes. Changes to the plans provided by Wimberley WSC shall only be performed if, in contractor's professional opinion, they are necessary to complete the water line relocation and in step with industry standards. In the event impacts to the County's construction schedule for the Project arise from actions by Wimberley WSC including, but not limited to, delays in approving field changes, Wimberley WSC shall incur daily liquidated damages in the amount specified in Special Provision SP 000-001L contained in the Project Construction Manual and as shown in Exhibit D.

1.04 Continuation of Service. The County agrees that the water line relocation shall be undertaken so as to minimize any disruption of water service to existing customers of Wimberley WSC and will not result in the loss of water service to any such customers for a period of more than one (1) business day between the hours of 8:00 AM Central and 5:00 PM Central and not to occur on a holiday or weekend day. In addition, the County or its contractor shall provide the Parties 10 days' written notice of any scheduled disruption to water service caused by the Waterline Adjustments. To the extent permitted by law, the County agrees to release, hold harmless and indemnify Wimberley WSC for any loss or expense Wimberley WSC incurs due to the disruption of water service to existing customers that exceeds one (1) business day resulting from the water line relocation.

II. CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County shall complete and construct the water line relocation and that Wimberley WSC will reimburse the County for all costs associated with the water line relocation, as set forth in this Agreement.

2.02 Construction Plans. Wimberley WSC shall provide the Plans related to the water line relocation to the County for incorporation into the construction of the proposed improvements at RM 12 and RM 3237, and any changes or modifications thereto, to the County for review and approval prior to the County commencing construction.

2.03 Inspection. Wimberley WSC may inspect the physical improvements related to the water line relocation during construction. If Wimberley WSC's inspectors determine that the construction by the County is not in accordance with the approved Plans it shall notify the County;

and upon receipt of such notification from Wimberley WSC, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the District. Any costs related to Wimberley WSC's inspection shall be borne solely by Wimberley WSC.

2.04 Permits. The County or its contractor shall be responsible for obtaining permits, if any, required for the construction of the Project.

2.05 Insurance, Bonds and Warranties. The County shall require the contractor for the water line relocation that will be joint bid with the Project to name Wimberley WSC as an additional insured on all bonds and policies related to the water line relocation. The County shall require the contractor to provide maintenance, performance, and payment bonds in favor of Wimberley WSC for the water line relocation. The County shall transfer all warranties for the water line relocation to Wimberley WSC upon final completion and acceptance of the work. Warranties shall be for a period of not less than two (2) years after completion of the water line relocation.

III. DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without

limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV. GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

4.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the Plans.

4.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Hays County, Texas.

4.08 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

Wimberley WSC:

P.O. Box 10
Wimberley, Texas 78676
Attn: Garrett Allen
Telephone: 512-847-2323
Facsimile: 512-847-2911

Email: wwsc@austin.rr.com

COUNTY: Hays County Department of Transportation
2171 Yarrington Road
San Marcos, Texas 78666
Attn: Jerry Borcharding, P.E.
Telephone: (512) 393-7385
Facsimile: (512) 393-7393

4.09 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.10 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

4.11 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

4.12 No Joint Venture. The Project is a sole project of the County and is not a joint venture or other partnership with Wimberley WSC.

(SIGNATURES ON FOLLOWING PAGE)

HAYS COUNTY

By: _____
Ruben Becerra, County Judge

Date: _____

ATTEST:

By: _____
Elaine Cardenas, MBA, Ph.D.
Hays County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2022, by Ruben Becerra of Hays County, Texas, on behalf of said County.

Notary Public, State of Texas

WIMBERLEY WATER SUPPLY CORPORATION

By: M. Allen

Date: 3/31/22

ATTEST:

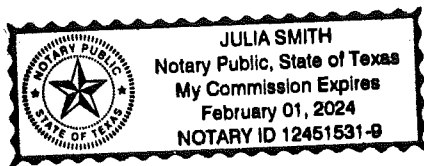
By: [Signature]

3/31, 22

THE STATE OF TEXAS §

COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me on this 31 day of March, 2022, by Garrett Allen of Wimberley Water Supply Corporation.



[Signature]
Notary Public, State of Texas

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Change Order No. 1, time extension and budget deduction, to the Professional Services Agreement with Garver, LLC for construction phase services related to Low Water Crossings in Pct. 1 and 2 as part of the Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 12, 2022	(\$210,006.07)

LINE ITEM NUMBER

035-801-96-524.5621_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The requested Change Order will add 470 working days to the Garver, LLC Professional Services Agreement to provide construction phase services (CEI-construction, engineering, and inspection) for low water crossings in Precinct 1 and 2 and adjust the budget to remove Bunton Lane at Bunton Branch Creek and Grist Mill Road at Plum Creek as both of those projects will no longer be moving forward to construction. Chaparral Park Road at Little Bear Creek, which is complete, had cost savings so those remaining funds are also being released. The original contract total was \$584,222.95, the revised contract total is \$374,216.88. A summary of the revised budget per low water crossing are as follows:

\$0.00 reflecting a deduction of \$175,362.98 - Bunton Lane at Bunton Branch Creek
\$0.00 reflecting a deduction of \$87,863.48 - Grist Mill Road at Plum Creek
\$89,436.48 reflecting a deduction of \$8,154.92 - Chaparral Park Road at Little Bear Creek
\$103,307.39 reflecting an increase of \$29,577.65 - Cotton Gin at Porter Creek
\$92,427.13 reflecting an increase of \$16,420.35 - Francis Harris Lane at York Creek
\$89,045.88 reflecting an increase of \$15,377.30 - Turnersville Road at an unnamed creek crossing



Hays County Transportation Department Change Order Request Form

Date: April 5, 2022

Contract Performance Date: August 6, 2019

Project Name: The Hays County Drainage and Low Water Crossing Improvements, Precinct 1 and 2

Contract number: Phase 3

Contractor/Consultant: Garver, LLC

Change Order Number: 1

Change in Scope Necessitating Change-Order: Due to Grist Mill and Bunton projects being permanently shelved, this change order removes the scope and fee associated with those CEI projects and budget not utilized for A2. Appendix A1 and A5 are void. Expected construction durations have extended for the remaining 3 projects. Appendix A3, A4, and A6 are revised.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount: \$584,222.95

Net Amount of Previously Authorized Change Order: \$0

Net Amount for this requested change order: (\$210,006.07)

Total Contract Amount with all change orders: \$374,216.88

Original Contract Performance Length: 350 Days

Net previous schedule change orders: 0 Days

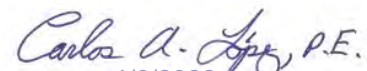
Net Schedule adjustment requested this change order: 470 Days

Total performance days with change orders: 820 Days

Contractor: Garver, LLC Sign:  Glenn Gregory
2022.04.06
08:52:45-05'00' Date: 04/06/2022

Hays County: _____ Sign: _____ Date: _____

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)

 P.E.
4/6/2022

APPENDIX B (Revised CONSTRUCTION PHASE SERVICES Rates)

Hays County, Texas

Low Water Crossings

Rates from contract origination date to 12/31/2020

WORK TASK DESCRIPTION	E-6	C-4	C-2	X-2	E-1
	\$264.00	\$179.00	\$119.00	\$82.00	\$105.00
	hr	hr	hr	hr	hr

Rates Beyond 12/31/2020

WORK TASK DESCRIPTION	E-6	C-4	C-2	X-2	E-1
	\$273.24	\$185.26	\$123.16	\$84.87	\$108.67
	hr	hr	hr	hr	hr

APPENDIX A3 – SCOPE OF SERVICES (Revised 4-5-2022)

6. Schedule

The calendar days for this scope of services is revised to accommodate the designer's revised working day estimate.

Garver shall begin work under this Agreement within ten (10) calendar days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Construction Phase Services	183 days from Notice to Proceed (61 day increase)

APPENDIX A4 – SCOPE OF SERVICES (Revised 4-5-2022)

6. Schedule

The calendar days for this scope of services is revised to accommodate the designer's revised working day estimate.

Garver shall begin work under this Agreement within ten (10) calendar days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Construction Phase Services	153 days from Notice to Proceed (31 day increase)

APPENDIX A6 – SCOPE OF SERVICES (Revised 4-5-2022)

6. Schedule

The calendar days for this scope of services is revised to accommodate the designer's revised working day estimate.

Garver shall begin work under this Agreement within ten (10) calendar days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Construction Phase Services	153 days from Notice to Proceed (31 day increase)

APPENDIX B

Hays County, Texas Low Water Crossings

FEE SUMMARY

Services Location	Original Fees	Revised Fees	Change
* Bunton Lane			
<i>Construction Materials Testing</i>	\$15,200.00	\$0.00	-\$15,200.00
<i>Construction Phase Services</i>	\$160,162.98	\$0.00	-\$160,162.98
Subtotal for Bunton	\$175,362.98	\$0.00	-\$175,362.98
** Chaparral			
<i>Construction Materials Testing</i>	\$6,400.00	\$6,400.00	\$0.00
<i>Construction Phase Services</i>	\$91,191.40	\$83,036.48	-\$8,154.92
Subtotal for Chaparral	\$97,591.40	\$89,436.48	-\$8,154.92
Cotton Gin			
<i>Construction Materials Testing</i>	\$6,300.00	\$6,624.00	\$324.00
<i>Construction Phase Services</i>	\$67,429.74	\$96,683.39	\$29,253.65
Subtotal for Cotton Gin	\$73,729.74	\$103,307.39	\$29,577.65
Francis Harris			
<i>Construction Materials Testing</i>	\$6,800.00	\$6,624.00	-\$176.00
<i>Construction Phase Services</i>	\$69,206.78	\$85,803.13	\$16,596.35
Subtotal for Francis Harris	\$76,006.78	\$92,427.13	\$16,420.35
* Grist Mill			
<i>Construction Materials Testing</i>	\$6,800.00	\$0.00	-\$6,800.00
<i>Construction Phase Services</i>	\$81,063.48	\$0.00	-\$81,063.48
Subtotal for Grist Mill	\$87,863.48	\$0.00	-\$87,863.48
Turnersville			
<i>Construction Materials Testing</i>	\$6,800.00	\$6,624.00	-\$176.00
<i>Construction Phase Services</i>	\$66,868.58	\$82,421.88	\$15,553.30
Subtotal for Turnersville	\$73,668.58	\$89,045.88	\$15,377.30
Summary			
<i>Construction Materials Testing</i>	\$48,300.00	\$26,272.00	-\$22,028.00
<i>Construction Phase Services</i>	\$535,922.95	\$347,944.88	-\$187,978.07
Total	\$584,222.95	\$374,216.88	-\$210,006.07

* Bunton Lane and Grist Mill projects will no longer be moving forward to Construction.

** Cost savings on Chaparral project are being freed up.

APPENDIX B3 (Revised 3-30-2022)

Hays County, Texas

Low Water Crossings - Cotton Gin

CONSTRUCTION PHASE SERVICES

WORK TASK DESCRIPTION	E-6	C-4	C-2	X-2	E-1	- Select Category -	- Select Category -
	\$273.24	\$183.26	\$123.26	\$84.87	\$108.67	\$0.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Preconstruction Meeting	6	6	2	3			
Utility Coordination Meeting							
Progress Meetings with Contractor/Owner	12	12	12	12			
Monthly Pay Requests	3	6		12			
Shop Drawings/Material Submittals	5	15					
Record Drawings		4	4		30		
On-Site Meetings	6	6					
Resident Construction Observation			520				
Prepare Change Orders	4		4	4			
Final Project Inspection and Punchlist	2	4	4	2			
Subtotal - Civil Engineering	38	53	546	33	30	0	0

Hours	38	53	546	33	30	0	0
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Salary Costs	\$10,383.12	\$9,712.78	\$67,299.96	\$2,800.71	\$3,260.10	\$0.00	\$0.00
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SUBTOTAL - SALARIES: \$93,456.67

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$3,226.72

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$3,226.72

SUBTOTAL: \$96,683.39

SUBCONSULTANTS FEE: Material Testing - RKI \$6,624.00

TOTAL FEE: \$103,307.39

APPENDIX B4 (Revised 3-30-2022)**Hays County, Texas
Low Water Crossings - Francis Harris****CONSTRUCTION PHASE SERVICES**

WORK TASK DESCRIPTION	E-6	C-4	C-2	X-2	E-1	- Select Category -	- Select Category -
	\$273.24	\$185.26	\$123.16	\$84.87	\$108.67	\$0.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Preconstruction Meeting	6	6	2	3			
Utility Coordination Meeting							
Progress Meetings with Contractor/Owner	10	10	10	10			
Monthly Pay Requests	3	5		10			
Shop Drawings/Material Submittals	5	15					
Record Drawings		4	4		30		
On-Site Meetings	5	5					
Resident Construction Observation			435				
Prepare Change Orders	4		4	4			
Final Project Inspection and Punchlist	2	4	4	2			
Subtotal - Civil Engineering	35	49	459	29	30	0	0

Hours	35	49	459	29	30	0	0
Salary Costs	\$9,563.40	\$9,077.74	\$56,530.44	\$2,461.23	\$3,260.10	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$80,892.91**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$4,910.22

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$4,910.22**SUBTOTAL: \$85,803.13****SUBCONSULTANTS FEE: Material Testing - RKI \$6,624.00****TOTAL FEE: \$92,427.13**

APPENDIX B6 (Revised 3-30-2022)

**Hays County, Texas
Low Water Crossings - Turnersville**

CONSTRUCTION PHASE SERVICES

WORK TASK DESCRIPTION	E-6	C-4	C-2	X-2	E-1	- Select Category -	- Select Category -
	\$273.24	\$185.26	\$123.16	\$84.87	\$108.67	\$0.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Preconstruction Meeting	6	6	2	3			
Utility Coordination Meeting							
Progress Meetings with Contractor/Owner	10	10	10	10			
Monthly Pay Requests	3	5		10			
Shop Drawings/Material Submittals	5	15					
Record Drawings		4	4		30		
On-Site Meetings	4	4					
Resident Construction Observation			435				
Prepare Change Orders	4		4	4			
Final Project Inspection and Punchlist	2	4	4	2			
Subtotal - Civil Engineering	34	48	459	29	30	0	0

Hours	34	48	459	29	30	0	0
Salary Costs	\$9,290.16	\$8,892.48	\$56,530.44	\$2,461.23	\$3,260.10	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$80,434.41

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$1,987.47

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,987.47

SUBTOTAL: \$82,421.88

SUBCONSULTANTS FEE: Material Testing - RKI \$6,624.00

TOTAL FEE: \$89,045.88

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 Subdivision and Site Improvement Bond No. ES00010392 in the amount of \$1,777,719.40 for drainage, street, and erosion control improvements in the Headwaters at Barton Creek Subdivision, Phase 5, Section 2.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 12, 2022	

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
BORCHERDING	SMITH	N/A

SUMMARY

The final plat for the Headwater at Barton Creek, Phase 5, Section 2 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.

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

THAT, WFC HEADWATERS OWNER VII, L.P., A DELAWARE LIMITED PARTNERSHIP, THE OWNER OF THE REMAINDER OF 1035.74 ACRES AS CONVEYED IN VOLUME 4832, PAGE 118 AS DOCUMENT NUMBER 2014-14000136 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE A TOTAL OF 57.14 ACRES OF LAND TO BE KNOWN AS HEADWATERS AT BARTON CREEK, PHASE 5, SECTION 27, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HEREFOR GRANTED, AND DOES DEDICATE TO THE PUBLIC THE USE OF STREETS AND EASEMENTS AS SHOWN HEREON

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

WFC HEADWATERS OWNER VII, L.P.,
A DELAWARE LIMITED PARTNERSHIP

BY: WFC HEADWATERS GP VII, L.L.C.,
A DELAWARE LIMITED LIABILITY COMPANY
ITS GENERAL PARTNER

BY: _____
NAME: _____
TITLE: _____
C/O 500 BOYLSTON STREET, SUITE 2010
BOSTON, MA 02116

STATE OF MASSACHUSETTS §
COUNTY OF SUFFOLK §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

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

(NOTARY PUBLIC IN AND FOR STATE OF TEXAS)

(PRINT OR TYPE NOTARY'S NAME)

LEINHOLDER CONSENT:
PIONEER BANK, SSB

CHRIS BOURNE
CENTRAL TEXAS REGIONAL PRESIDENT

ADDRESS FOR NOTICES: 623 W. 38TH STREET, SUITE 100
AUSTIN, TEXAS 78705
ATTN: CHRIS BOURNE

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CHRIS BOURNE, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

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

(NOTARY PUBLIC IN AND FOR STATE OF TEXAS)

(PRINT OR TYPE NOTARY'S NAME)

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, DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY, RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

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

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

DATE

MARCUS PACHECO
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE

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

THIS PLAT, HEADWATERS AT BARTON CREEK, PHASE 5, SECTION 27; FINAL PLAT; HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AND IS HEREBY APPROVED.

APPROVED, THIS THE ____ DAY OF _____, 20__ A.D.

BY:

PLANNING AND ZONING COMMISSION CHAIR OR VICE CHAIR

ATTEST:

ANDREA CUNNINGHAM, CITY SECRETARY

STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, DIRECTOR OF THE 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

DATE

WATER SUPPLY NOTE:

THE CITY OF DRIPPING SPRINGS, A RETAIL WATER PROVIDER TO THE HEADWATERS MUD, HAS THE REQUIRED SERVICE CAPACITY TO SERVE THIS SUBDIVISION IN ACCORDANCE WITH ITS TARIFF AND POLICIES.

GINGER FAUGHT, DEPUTY CITY ADMINISTRATOR
512-858-4725

DATE

SURVEYOR'S CERTIFICATION:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

JOHN BRAUTIGAM
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 505 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, SUITE 102
AUSTIN, TEXAS 78745
TBPLS FIRM NO. 10004700



3-25-22
DATE

ENGINEER'S CERTIFICATION:

I, JESSE B. MALONE, A REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THE RESIDENTIAL LOTS IN THIS SUBDIVISION ARE NOT LOCATED WITHIN ANY DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48209C0108F, REVISED SEPTEMBER 2, 2005 AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

JESSE B. MALONE, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 45033
MALONE/WHEELER, INC.
5113 SOUTHWEST PKWY, STE 260
AUSTIN, TEXAS 78735
FIRM REGISTRATION NO. F-786

3/29/2022
DATE



STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY COURT DOES HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDS IN MY OFFICE ON THE ____ DAY OF _____, 20__ A.D. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN INSTRUMENT NUMBER ____ WITNESS MY HAND AND SEAL OF OFFICE OF COUNTY CLERK OF SAID COUNTY ON THIS THE ____ DAY OF _____, 20__ A.D. FILED FOR RECORD AT ____ O'CLOCK ____ M. THIS THE ____ DAY OF _____, 20__ A.D.

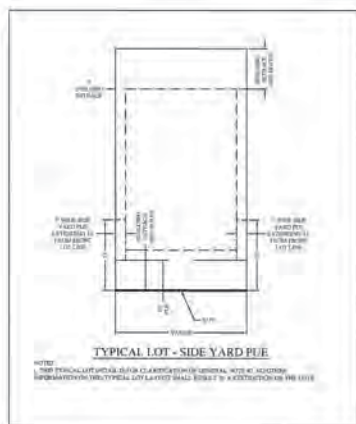
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

Delta Survey Group Inc.

8213 BRODIE LANE STE. 102 AUSTIN, TX. 78745
OFFICE: (512) 282-5200 FAX: (512) 282-5230
TBPLS FIRM NO. 10004700
PREPARATION DATE: 6-29-21

FINAL PLAT ESTABLISHING
HEADWATERS AT
BARTON CREEK, PHASE 5, SECTION 2
CITY OF DRIPPING SPRINGS ETJ

SHEET
1
OF
9



FLOODPLAIN NOTE:
THIS PROPERTY IS LOCATED WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON F.I.R.M. PANEL NO. 48209C0108F, HAYS COUNTY, TEXAS DATED SEPTEMBER 2, 2005. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

JURISDICTION PLAT NOTES:
1. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE CITY OF DRIPPING SPRINGS ETJ, HAYS COUNTY.
2. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
3. THIS SUBDIVISION IS ENTIRELY WITHIN THE HAYS COUNTY ESD #1 FOR EMS SERVICE.
4. THIS SUBDIVISION IS ENTIRELY WITHIN THE HAYS COUNTY ESD #6 FOR FIRE SERVICE.
5. THIS SUBDIVISION IS ENTIRELY WITHIN THE HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT.
6. THIS SUBDIVISION IS WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

GENERAL NOTES:
1. A 15' PUBLIC UTILITY EASEMENT IS PROVIDED ALONG THE FRONT PROPERTY LINE OF ALL LOTS.
2. A 5' PUBLIC UTILITY EASEMENT IS DEDICATED ALONG EACH RESIDENTIAL SIDE LOT LINE EXTENDING 35' FROM THE FRONT LOT LINE.
3. ALL SIDEWALKS TO BE MAINTAINED BY THE ENTITIES (HEADWATERS MUNICIPAL UTILITY DISTRICT (MUD) OR THE HOME OWNERS ASSOCIATION (AS ASSIGNED) OTHER THAN HAYS COUNTY.
4. WATER QUALITY PROTECTION MEASURES OR ALTERNATIVES, SUCH AS BUFFER ZONES AND IMPERVIOUS COVER, AS SHOWN ON THE APPROVED CONSTRUCTION PLANS MAY NOT BE ALTERED WITHOUT REVIEW AND APPROVAL FROM THE HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY.
5. HAYS COUNTY WILL MAINTAIN ALL PUBLIC STREETS.
6. ALL PROPOSED STREETS WITHIN THIS SUBDIVISION SHALL HAVE A MIN. 4' WIDE CONCRETE SIDEWALK ALONG ONE SIDE OF THE STREET.
7. OWNERSHIP AND MAINTENANCE OF ALL NON-SINGLE FAMILY LOTS (EXCLUDING PUBLIC PARKLANDS) WILL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION OR HEADWATERS M.U.D. AS ASSIGNED.
8. ALL DRAINAGE EASEMENT LOTS AND IMPROVEMENTS CONSTRUCTED WITHIN THOSE LOTS WILL BE OWNED AND MAINTAINED BY THE HEADWATERS MUD.
9. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
10. THE LIMITS OF THE 100-YR STORM WATER RUNOFF ARE CONTAINED WITHIN DRAINAGE EASEMENTS FOR DRAINAGE AREAS GREATER THAN 64 ACRES.
11. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION, AND MAINTENANCE.
12. EASEMENT RESEARCH PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO. 201302246, ISSUED JANUARY 2, 2014.
13. ALL RESIDENTIAL LOTS WITHIN THIS SUBDIVISION SHALL CONNECT TO A PUBLIC WATER SOURCE.
14. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL APPLICABLE CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.
15. THIS SUBDIVISION IS SUBJECT TO ORDINANCE 1260.00, ARTICLE 24.06 REGARDING OUTDOOR LIGHTING.
16. THIS SUBDIVISION IS SUBJECT TO THE CITY OF DRIPPING SPRINGS PARKLAND DEDICATION REQUIREMENT PER THE PARK PLAN PREPARED FOR THIS SUBDIVISION.
17. THE PARKS AND OPEN SPACE SHALL BE PRIVATELY DEDICATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT.
18. WASTEWATER FOR THIS DEVELOPMENT WILL BE TREATED BY ON-SITE WASTEWATER TREATMENT PLANT OWNED AND OPERATED BY THE HEADWATERS MUNICIPAL UTILITY DISTRICT (MUD).
19. THE FOLLOWING LOTS WILL BE UTILIZED FOR WATER QUALITY TREATMENT, DRAINAGE, MUNICIPAL UTILITY DISTRICT FACILITIES AND ACCESS, OPEN SPACE OR OTHER NON-RESIDENTIAL USES:
LOT 902, BLOCK H
LOT 900, BLOCK I
20. ROADWAY DESIGN STANDARDS FOR HAYS COUNTY WERE APPROVED BY HAYS COUNTY TRANSPORTATION DEPARTMENT AND THE HAYS COUNTY COMMISSIONERS COURT ON SEPTEMBER 12, 2017.
21. THIS SUBDIVISION IS SUBJECT TO THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT, DATED JANUARY 11, 2005 AND RECORDED IN VOLUME 2675, PAGE 649, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND AS AMENDED IN DOCUMENT NUMBERS 16028056, 2015005990, AND 2015032881 ALL OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, OR AS OTHERWISE AMENDED.
22. THIS SUBDIVISION IS REQUIRED TO BE COMPLIANT WITH FIRE CODE IFC2012, AS AMENDED.
23. MINIMUM RESIDENTIAL FRONT BUILDING SETBACK LINE SHALL BE TWENTY (20) FEET. CORNER LOTS SHALL HAVE A MINIMUM OF TWENTY (20) FOOT SETBACK ON FRONT-FACING STREET AND TEN (10) FOOT SETBACK ON THE OTHER STREET. MINIMUM REAR SETBACKS SHALL BE TWENTY (20) FEET. MINIMUM SIDE SETBACK SHALL BE FIVE (5) FEET.
24. A WATER QUALITY BMP MAINTENANCE PLAN HAS BEEN PREPARED FOR THIS DEVELOPMENT AND IS RECORDED IN DOCUMENT #22001179, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY.

UTILITY NOTES:
1. WASTEWATER UTILITY SERVICE WILL BE PROVIDED BY HEADWATERS MUD.
2. WATER UTILITY SERVICE WILL BE PROVIDED BY HEADWATERS MUD.
3. ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY PEC.
4. TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY TIME WARNER CABLE OR SIMILAR AUTHORIZED UTILITY PROVIDER.
5. GAS UTILITY SERVICE WILL BE PROVIDED BY TEXAS GAS SERVICE.

LOT SIZE CATEGORIES:
146 LOTS TOTAL
144 RESIDENTIAL LOTS
2 NON-RESIDENTIAL LOTS

AVERAGE RESIDENTIAL LOT SIZE: 8392 SQ. FT.
LOTS LESS THAN 1 ACRE: 144
LOTS 1-2 ACRES: 0
LOTS 2-5 ACRES: 1
LOTS 5-10 ACRES: 0
LOTS 10 ACRES OR GREATER: 1

SURVEY CONTROL DATA & BEARING BASIS:
TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83/CORS
PROJECT CONTROL POINTS WERE ESTABLISHED USING THE 'SMARTNET' RTK NETWORK.

SURVEY CONTROL MONUMENT:
C.O.A. MONUMENT E144
GRID COORDINATES
N=10055821.99
E=3093670.81
C.S.P. = 0.99997207
ELEVATION = 678.33' NAVD 88

BENCHMARK LIST:
BM#6- COTTON SPINDLE SET IN TREE #8423
ELEV= 1121.98'
BM#7- COTTON SPINDLE SET IN TREE #8432
ELEV= 1101.32'

SUBDIVISION ROADS:

PUBLIC STREET DEDICATION

STREET SUMMARY

STREET NAME (CLASSIFICATION)	ROW WIDTH (F)	LENGTH (LF)	PAVEMENT WIDTH (F-F)
SAGE THRASHER CIRCLE (LOCAL)	50'	3161'	29' C&G
CRESCENT MOON COURT (LOCAL)	50'	1565'	29' C&G
TOTAL LINEAR FEET		4726'	

RIGHT-OF-WAY = 540 ACRES

Delta Survey Group Inc.

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TBPLS FIRM NO. 10004700
PREPARATION DATE: 6-29-21

FINAL PLAT ESTABLISHING
HEADWATERS AT
BARTON CREEK, PHASE 5, SECTION 2
CITY OF DRIPPING SPRINGS ETJ

SHEET
2
OF
9

M. D. RAPER SURVEY NO. 37 ABSTRACT NO. 394
 E. W. BROWN SURVEY NO. 136 ABSTRACT NO. 44
 H. BRASHE SURVEY ABSTRACT NO. 58
 HAYS COUNTY, TEXAS
 JUNE 2021

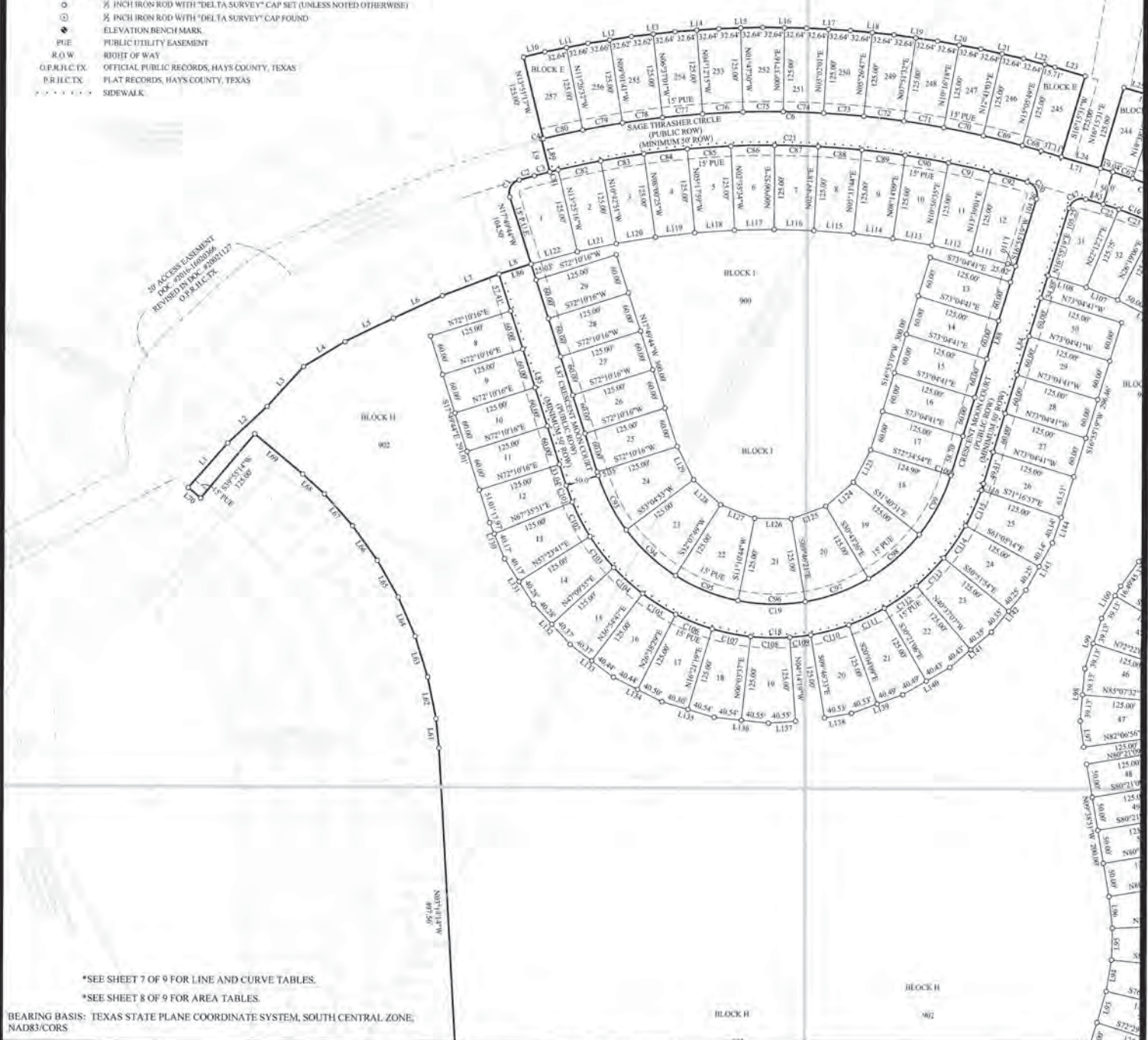


LEGEND

- 1/8" IRON ROD WITH "DELTA SURVEY" CAP SET (UNLESS NOTED OTHERWISE)
- ⊙ 1/2" IRON ROD WITH "DELTA SURVEY" CAP FOUND
- ELEVATION BENCH MARK
- PUE PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT OF WAY
- O.P.R.C.T.X. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.T.X. PLAT RECORDS, HAYS COUNTY, TEXAS
- SIDEWALK

20' ACCESS EASEMENT
 DOC. #2016-1002066
 REVISED IN DOC. #20021127
 O.P.R.H.C.T.X.

20' ACCESS EASEMENT
 DOC. #2016-1002066
 REVISED IN DOC. #20021127
 O.P.R.H.C.T.X.



*SEE SHEET 7 OF 9 FOR LINE AND CURVE TABLES.

*SEE SHEET 8 OF 9 FOR AREA TABLES.

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE,
 NAD83/CORS

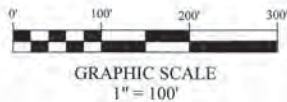
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FINAL PLAT ESTABLISHING
 HEADWATERS AT
 BARTON CREEK, PHASE 5, SECTION 2
 CITY OF DRIPPING SPRINGS ETJ

SHEET
 3
 OF
 9

M. D. RAPER SURVEY NO. 37 ABSTRACT NO. 394
 E. W. BROWN SURVEY NO. 136 ABSTRACT NO. 44
 H. BRASHE SURVEY ABSTRACT NO. 58
 HAYS COUNTY, TEXAS
 JUNE 2021



LEGEND

- 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP SET (UNLESS NOTED OTHERWISE)
- ⊙ 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP FOUND
- ⬢ ELEVATION BENCH MARK
- PUE PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT OF WAY
- D.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS, HAYS COUNTY, TEXAS
- S.D. SIDEWALK

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83/CORS

*SEE SHEET 7 OF 9 FOR LINE AND CURVE TABLES.

*SEE SHEET 8 OF 9 FOR AREA TABLES.

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**FINAL PLAT ESTABLISHING
 HEADWATERS AT
 BARTON CREEK, PHASE 5, SECTION 2
 CITY OF DRIPPING SPRINGS ETJ**

**SHEET
 4
 OF
 9**

REMAINDER OF 103
 WFC HEADWATERS OF
 DOC#2014-140
 O.P.R.H.C.

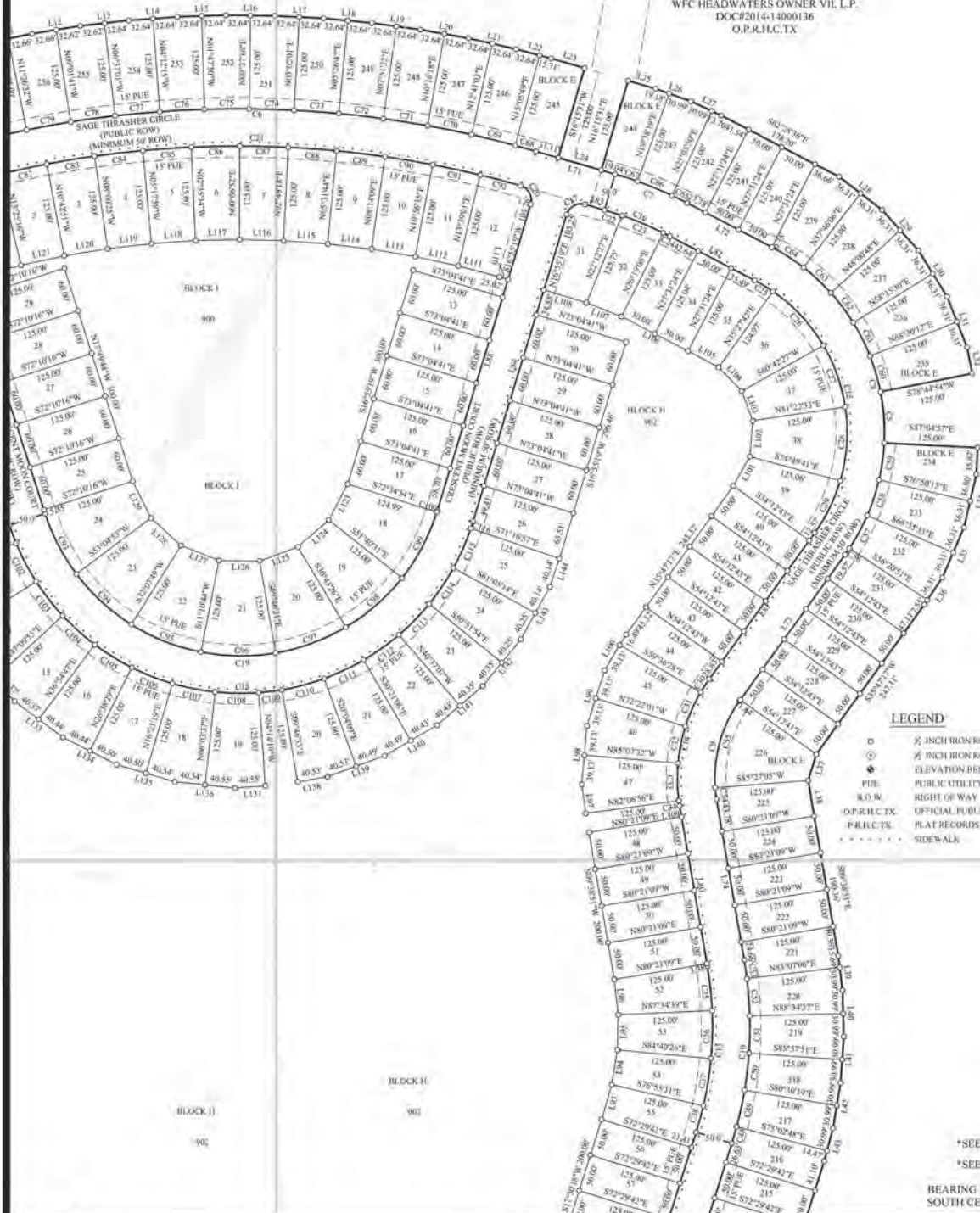


GRAPHIC SCALE
1" = 100'



20' ACCESS EASEMENT
DOC #2016-14000366
REVISED IN DOC #20212127
O.P.R.H.C.TX

REMAINDER OF 1035.74 ACRES
WFC HEADWATERS OWNER VII, L.P.
DOC#2014-14000136
O.P.R.H.C.TX



LEGEND

- 5/8" IRON ROD WITH "DELTA SURVEY" CAP SET (UNLESS NOTED OTHERWISE)
- ⊕ 1/2" IRON ROD WITH "DELTA SURVEY" CAP FOUND
- ELEVATION BENCHMARK
- PUBLIC UTILITY EASEMENT
- RIGHT OF WAY
- O.P.R.H.C.TX OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.TX PLAT RECORDS, HAYS COUNTY, TEXAS
- SIDEWALK

*SEE SHEET 7 OF 9 FOR LINE AND CURVE TABLES.

*SEE SHEET 8 OF 9 FOR AREA TABLES.

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM,
SOUTH CENTRAL ZONE, NAD83/CORS

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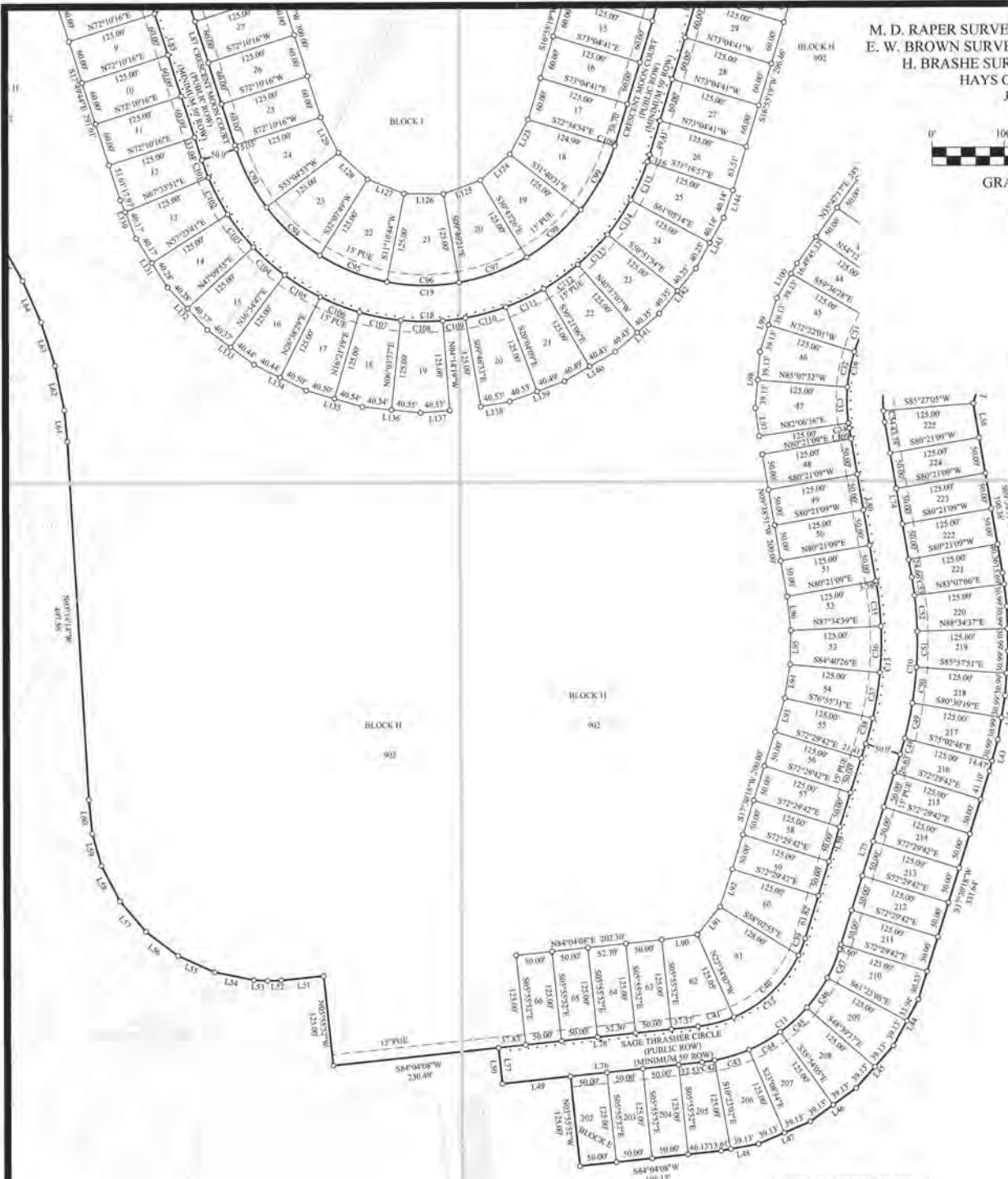
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HEADWATERS AT
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SHEET
5
OF
9

M. D. RAPER SURVEY NO. 37 ABSTRACT NO. 394
E. W. BROWN SURVEY NO. 136 ABSTRACT NO. 44
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HAYS COUNTY, TEXAS
JUNE 2021



GRAPHIC SCALE
1" = 100'



REMAINDER OF 1035.74 ACRES
WFC HEADWATERS OWNER VII, L.P.
DOC#2014-14000136
O.P.R.H.C.TX

LEGEND

- 1/4" IRON ROD WITH "DELTA SURVEY" CAP SET (UNLESS NOTED OTHERWISE)
- ⊕ 1/4" IRON ROD WITH "DELTA SURVEY" CAP FOUND
- ⊙ ELEVATION BENCH MARK
- ⊕ PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- O.P.R.H.C.TX OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.TX PLAT RECORDS, HAYS COUNTY, TEXAS
- SIDEWALK

*SEE SHEET 7 OF 9 FOR LINE AND CURVE TABLES.

*SEE SHEET 8 OF 9 FOR AREA TABLES.

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM,
SOUTH CENTRAL ZONE, NAD83/CORS

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FINAL PLAT ESTABLISHING HEADWATERS AT BARTON CREEK, PHASE 5, SECTION 2 CITY OF DRIPPING SPRINGS ETJ

SHEET
6
OF
9

LINE AND CURVE TABLES

BOUNDARY AND ROW

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
L1	N41°23'01"E	88.01	L86	S58°05'55"W	78.26	C1	20.00	33.80	28.94	N28°31'05"E	92°41'39"
L2	N46°40'08"E	80.00	L147	S66°51'26"W	78.26	C2	1343.91	23.30	23.30	N74°34'00"E	0°56'26"
L3	N42°18'12"E	80.26	L48	S79°36'58"W	52.74	C3	1735.00	23.57	23.57	N75°52'52"E	0°58'56"
L4	S59°09'07"E	72.08	L49	S84°00'00"W	94.07	C4	1425.00	3.64	2.64	N76°05'52"E	0°06'27"
L5	N65°44'32"E	80.00	L50	N02°55'55"W	30.00	C5	380.00	49.24	69.07	N64°10'00"E	1°10'00"
L6	N65°06'03"E	80.00	L51	S84°17'22"W	59.15	C6	1425.00	751.49	782.91	S88°51'00"E	30°13'10"
L7	N68°57'44"E	90.00	L52	S88°41'04"W	18.93	C7	925.00	103.22	103.05	S68°00'53"E	11°15'53"
L8	N72°10'16"E	50.00	L53	N80°58'30"W	18.93	C8	280.00	480.21	423.49	S13°20'40"E	98°15'54"
L9	N13°57'40"W	50.00	L54	N78°22'31"W	55.56	C9	175.00	138.78	135.17	S13°04'13"W	43°26'08"
L10	N78°08'43"E	72.64	L55	N65°46'00"W	55.56	C10	525.00	248.80	246.47	S03°55'10"W	23°00'00"
L11	N78°33'28"E	65.50	L56	S62°54'28"W	55.56	C11	225.00	261.80	265.50	S50°47'13"W	66°33'51"
L12	S30°58'19"E	65.28	L57	N40°08'57"W	55.56	C12	175.00	205.31	192.07	N50°40'13"E	66°33'51"
L13	N83°22'59"E	65.28	L58	N27°19'25"W	55.56	C13	675.00	225.10	225.00	N03°55'43"E	23°09'08"
L14	N85°47'45"E	65.28	L59	N15°41'53"W	46.30	C14	225.00	178.43	173.79	N03°06'13"E	45°26'08"
L15	N88°12'30"E	65.28	L60	N05°54'53"W	47.31	C15	230.00	394.46	347.86	N13°20'40"W	99°15'54"
L16	S89°22'44"E	65.28	L61	N03°54'02"W	43.82	C16	475.00	93.79	95.24	N68°06'57"E	11°15'53"
L17	S88°57'03"E	65.28	L62	N11°36'04"W	63.25	C17	20.00	31.18	28.15	S61°52'29"W	89°00'11"
L18	S84°33'13"E	65.28	L63	N13°28'06"W	63.25	C18	525.00	823.90	620.34	S89°32'48"W	143°14'57"
L19	S82°08'28"E	63.28	L64	N23°40'08"W	63.25	C19	275.00	697.15	524.60	N89°32'48"E	143°14'57"
L20	S79°43'42"E	65.28	L65	N29°42'10"W	63.25	C20	20.00	31.75	28.52	N28°53'19"W	99°57'08"
L21	S77°18'37"E	65.28	L66	N35°44'12"W	63.25	C21	1375.00	718.29	710.15	S88°58'46"W	20°55'51"
L22	S74°54'11"E	48.35	L67	N40°08'18"W	63.25						
L23	S73°44'29"E	48.35	L68	N47°48'18"W	41.44						
L24	S73°44'29"E	60.00	L69	N50°04'46"W	93.06						
L25	S73°44'29"E	38.22	L70	N50°04'46"W	24.25						
L26	S70°21'41"E	50.17	L71	S73°44'29"E	110.15						
L27	S64°54'09"E	44.79	L72	S62°28'36"E	128.13						
L28	S52°13'54"E	72.61	L73	S35°47'17"W	241.40						
L29	N41°59'12"E	72.61	L74	S89°36'31"E	218.44						
L30	S31°44'30"E	72.61	L75	S37°30'18"W	283.22						
L31	S21°29'48"E	72.61	L76	S84°04'08"W	277.50						
L32	S11°15'06"E	36.31	L77	N05°55'52"W	50.00						
L33	S02°55'03"W	35.82	L78	N84°04'08"E	277.50						
L34	S43°09'45"W	73.11	L79	N10°30'18"E	283.22						
L35	S23°42'27"W	72.61	L80	N06°05'31"W	218.44						
L36	S33°59'09"W	43.85	L81	N35°47'17"E	241.40						
L37	S16°37'24"W	36.21	L82	N62°28'36"W	128.13						
L38	S09°34'45"E	48.22	L83	S73°44'29"W	26.97						
L39	S06°52'44"E	46.68	L84	S16°53'19"W	429.54						
L40	N01°25'13"E	61.98	L85	N17°49'44"W	330.45						
L41	S04°20'08"W	61.98	L86	N27°02'16"E	50.00						
L42	S06°20'41"W	61.98	L87	S47°49'44"E	330.45						
L43	S14°57'12"W	45.46	L88	S16°53'19"E	428.48						
L44	S38°45'52"W	73.07	L89	N13°57'40"W	50.00						
L45	S41°20'23"W	78.20									

LOTS

LINE	BEARING	DISTANCE	CURVE	RADIUS	ARC	CHORD	BEARING	DELTA	CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
L96	N82°12'28"E	50.01	C22	475.00	24.43	24.43	N72°10'04"W	274.50	C77	1425.00	60.00	80.67	S43°52'22"W	2°54'45"
L97	N39°40'55"E	49.00	C23	475.00	58.90	58.90	N67°14'17"W	706.45	C78	1425.00	59.97	59.86	S82°10'39"W	2°24'40"
L98	N18°16'31"E	54.82	C24	475.00	9.99	9.99	N63°04'45"W	1°12'18"	C79	1425.00	60.04	60.05	S79°45'54"W	2°24'51"
L99	N18°16'06"E	48.45	C25	230.00	28.37	28.35	N58°56'37"W	703.59	C80	1425.00	60.00	50.00	S71°21'06"W	2°24'45"
L100	S09°12'01"W	47.30	C26	230.00	99.84	99.86	N42°58'27"W	245°22'00"	C81	1375.00	12.95	12.95	S76°18'32"W	0°32'23"
L101	S01°12'06"W	47.30	C27	230.00	87.97	87.43	N19°34'52"W	215°45'00"	C82	1375.00	64.97	64.98	S75°55'57"W	2°42'26"
L102	S08°17'15"E	47.48	C28	230.00	108.57	99.73	N03°53'48"E	219°32'00"	C83	1375.00	64.97	64.96	S89°32'22"W	2°42'26"
L103	N07°57'04"W	39.13	C29	230.00	77.76	77.39	N26°06'10"E	189°22'14"	C84	1375.00	64.97	64.96	S83°20'48"W	2°42'26"
L104	N04°52'28"E	78.20	C30	225.00	21.19	21.18	S33°05'24"W	420°45'	C85	1375.00	64.97	64.96	S86°03'14"W	2°42'26"
L105	N17°37'59"E	78.20	C31	225.00	50.11	50.00	S24°06'46"W	124°53'13"	C86	1375.00	64.97	64.96	S88°45'39"W	2°42'26"
L106	N30°23'31"E	55.63	C32	225.00	50.10	50.00	S11°51'13"W	12°45'31"	C87	1375.00	64.97	64.96	S88°31'55"W	2°42'26"
L107	N02°12'06"E	45.11	C33	225.00	50.10	50.00	S03°50'18"E	12°45'31"	C88	1375.00	64.97	64.96	S85°49'29"W	2°42'26"
L108	N00°38'18"E	48.18	C34	225.00	6.42	6.42	S08°45'17"E	154°41'	C89	1375.00	64.97	64.96	S81°07'04"W	2°42'26"
L109	S20°14'12"E	42.50	C35	475.00	59.90	59.86	N06°02'09"W	7°13'30"	C90	1375.00	64.97	64.96	S80°34'38"W	2°42'26"
L110	N44°19'31"W	44.45	C36	475.00	64.24	64.19	N01°27'06"E	7°44'55"	C91	1375.00	64.97	64.96	N77°42'12"W	2°42'26"
L111	N61°49'59"W	46.53	C37	475.00	64.24	64.19	N09°12'01"E	7°44'55"	C92	1375.00	55.67	55.66	S65°11'24"W	2°19'11"
L112	N62°11'16"W	100.00	C38	475.00	36.73	36.72	N15°17'23"E	4°25'49"	C93	275.00	91.62	91.20	S65°22'25"E	10°05'23"
L113	N68°22'13"E	49.07	C39	175.00	25.91	24.99	N12°35'57"E	8°11'19"	C94	275.00	100.56	100.00	S47°23'39"E	20°57'05"
L114	N72°16'44"W	99.50	C40	175.00	127.18	124.22	N46°26'29"E	41°15'41"	C95	275.00	100.56	100.00	S68°29'44"E	20°57'05"
L115	S09°58'51"E	15.06	C41	125.00	51.25	51.07	N75°40'44"E	16°49'48"	C96	275.00	100.56	100.00	S88°17'49"E	20°57'05"
L116	N73°44'29"W	11.90	C42	225.00	17.49	17.48	N81°50'33"E	4°27'10"	C97	275.00	100.56	100.00	N69°45'06"E	20°57'05"
L117	N75°02'44"W	56.90	C43	225.00	50.10	50.00	N73°14'12"E	12°45'31"	C98	275.00	100.56	100.00	N67°48'01"E	20°57'05"
L118	N77°42'12"W	59.00	C44	225.00	50.10	50.00	N66°28'41"E	12°45'31"	C99	275.00	100.56	100.00	N27°52'18"E	20°54'23"
L119	N80°24'38"W	59.00	C45	225.00	50.10	50.00	N47°43'09"E	12°45'31"	C100	275.00	2.38	2.38	N13°10'13"E	0°29'49"
L120	N83°07'04"W	59.00	C46	225.00	50.10	50.00	N24°57'18"E	12°45'31"	C101	325.00	25.94	25.94	S30°06'56"W	4°34'25"
L121	N85°49'29"W	59.00	C47	225.00	43.50	43.43	N23°02'15"E	11°04'34"	C102	325.00	57.87	57.80	S27°50'14"E	10°12'10"
L122	N88°13'55"W	59.00	C48	525.00	23.38	23.38	N18°17'48"E	2°33'05"	C103	325.00	57.87	57.85	S27°47'12"E	10°13'45"
L123	S88°45'39"W	59.00	C49	525.00	50.02	50.00	N12°13'22"E	5°27'32"	C104	325.00	58.15	58.08	S47°57'19"E	10°13'09"
L124	S88°01'47"W	59.00	C50	525.00	50.02	50.00	N06°45'55"E	5°27'32"	C105	325.00	58.26	58.19	S39°13'23"E	10°16'18"
L125	S89°20'48"W	59.00	C51	525.00	50.02	50.00	N01°18'21"E	5°27'32"	C106	325.00	58.40	58.32	S79°47'32"E	10°17'45"
L126	S80°18'22"W	59.00	C52	525.00	50.02	50.00	N04°09'08"W	5°27'32"	C107	325.00	58.40	58.32	S79°47'32"E	10°17'45"
L127	S77°53'27"E	59.00	C53	525.00	25.34	25.34	N08°55'53"W	2°45'56"	C108	325.00	58.42	58.34	S89°02'12"E	10°17'56"
L128	S74°53'12"E	71.15	C54	175.00	15.57	15.57	S07°05'53"E	5°05'55"	C109	325.00	31.41	31.40	N62°59'34"E	5°12'44"
L129	S72°52'39"W	54.43	C55	175.00	123.20	120.67	S15°59'11"W	40°20'13"	C110	325.00	58.39	58.31	N95°04'30"E	10°17'56"
L130	S44°48'01"W	54.55	C56	280.00	10.44	10.44	N34°43'13"E	2°08'08"	C111	325.00	58.23	58.25	N64°47'22"E	10°16'57"
L131	S69°45'06"W	54.55	C57	280.00	50.07	50.00	N28°17'48"E	10°14'42"	C112	325.00	58.24	58.16	N54°10'54"E	10°16'09"
L132	S80°17'49"W	54.55	C58	280.00	50.07	50.00	N18°17'06"E	10°14'42"	C113	325.00	58.12	58.05	N44°19'01"E	10°15'47"
L133	S85°09'17"E	80.81	C59	525.00	22.23	22.23	N63°41'23"W	2°25'31"	C114	325.00	57.98	57.91	N54°01'26"E	10°15'20"
L134	S63°21'31"E	80.95	C60	525.00	50.02	50.00	N67°37'56"W	5°27'12"	C115	325.00	57.83	57.75	N23°48'34"E	10°15'43"
L135	S73°38'04"E	81.04	C61	525.00	30.97	30.97	N72°03'05"W	3°22'48"	C116	325.00	10.18	10.18	N17°49'11"E	1°47'43"
L136	S83°56'23"E	81.09	C62	1425.00	26.89	26.89	N74°19'20"W	10°09'42"						
L137	N85°45'41"E	40.55	C63	1425.00	60.00	60.00	N79°09'34"W	2°24'45"						
L138	N80°13'27"E	40.55	C64	1425.00	60.00	60.00	N78°11'20"W	2°24'45"						
L139	N69°55'51"E	81.02	C71	1425.00	60.00	60.00	N80°58'05"W	2°24'45"						
L140	N59°38'54"E	80.91	C72	1425.00	60.00	60.00	N83°20'51"W	2°24'45"						
L141	N49°22'55"E	80.77	C73	1425.00	60.00	60.00	N85°45'36"W	2°24'45"						
L142	N39°08'03"E	80.60	C74	1425.00	60.00	60.00	N88°10'22"W	2°24'45"						
L143	N28°54'40"E	80.40	C75	1425.00	60.00	60.00	S89°73'49"W	2°24'45"						
L144	N18°43'01"E	80.10	C76	1425.00	60.00	60.00	S88°10'22"W	2°24'45"						

AREA TABLES

BLOCK I

RESIDENTIAL

Lot	Acres	Sq. Feet
1	0.22	9431.05
2	0.18	7765.44
3	0.18	7765.44
4	0.18	7765.44
5	0.18	7765.44
6	0.18	7765.44
7	0.18	7765.44
8	0.18	7765.44
9	0.18	7765.44
10	0.18	7765.44
11	0.18	7765.44
12	0.21	8977.93
13	0.17	7500.00
14	0.17	7500.00
15	0.17	7500.00
16	0.17	7500.00
17	0.17	7567.68
18	0.22	9782.54
19	0.23	9804.18
20	0.23	9804.18
21	0.23	9804.18
22	0.23	9804.18
23	0.23	9804.18
24	0.22	9609.42
25	0.17	7500.00
26	0.17	7500.00
27	0.17	7500.00
28	0.17	7500.00
29	0.17	7500.00

NON-RESIDENTIAL

Lot	Acres	Sq. Feet
900	3.46	150532.26

BLOCK H

RESIDENTIAL

Lot	Acres	Sq. Feet
8	0.17	7500.00
9	0.17	7500.00
10	0.17	7500.00
11	0.17	7500.00
12	0.18	8001.13
13	0.20	8673.26
14	0.20	8695.92
15	0.20	8715.83
16	0.20	8732.29
17	0.20	8744.70
18	0.20	8752.61
19	0.20	8755.72
20	0.20	8750.92
21	0.20	8741.75
22	0.20	8728.18
23	0.20	8710.71
24	0.20	8689.98
25	0.20	8666.71
26	0.18	7693.91
27	0.17	7500.00
28	0.17	7500.00
29	0.17	7500.00
30	0.17	7500.00
31	0.19	8112.41
32	0.16	6853.26
33	0.15	6417.07
34	0.14	6250.97
35	0.16	6909.45
36	0.21	9105.92
37	0.19	8238.57
38	0.22	9411.02
39	0.20	8540.20
40	0.14	6250.00
41	0.14	6250.00
42	0.14	6250.00
43	0.14	6250.00
44	0.16	6992.45
45	0.19	8059.57
46	0.19	8059.28
47	0.19	8059.28
48	0.14	6250.00
49	0.14	6250.00
50	0.14	6250.00
51	0.14	6250.00
52	0.16	6949.70
53	0.16	6998.44
54	0.16	6998.44
55	0.15	6678.72
56	0.14	6250.00
57	0.14	6250.00
58	0.14	6250.00
59	0.14	6250.00
60	0.20	8892.74
61	0.26	11423.53
62	0.20	8706.13
63	0.14	6250.00
64	0.15	6537.69
65	0.14	6250.00
66	0.14	6250.00

NON-RESIDENTIAL

Lot	Acres	Sq. Feet
902	23.31	1015210.80

BLOCK E

RESIDENTIAL

Lot	Acres	Sq. Feet
202	0.14	6250.00
203	0.14	6250.00
204	0.14	6250.00
205	0.16	6861.19
206	0.19	8059.28
207	0.19	8059.28
208	0.19	8059.28
209	0.19	8059.28
210	0.18	7809.11
211	0.14	6250.00
212	0.14	6250.00
213	0.14	6250.00
214	0.14	6250.00
215	0.14	6250.00
216	0.15	6600.08
217	0.16	7011.93
218	0.16	7011.93
219	0.16	7011.93
220	0.16	7011.93
221	0.15	6629.86
222	0.14	6250.00
223	0.14	6250.00
224	0.14	6250.00
225	0.15	6728.16
226	0.23	10211.93
227	0.14	6250.00
228	0.14	6250.00
229	0.14	6250.00
230	0.14	6250.00
231	0.15	6541.81
232	0.18	7694.48
233	0.18	7694.48
234	0.18	7697.68
235	0.18	7694.48
236	0.18	7694.48
237	0.18	7694.48
238	0.18	7694.48
239	0.18	7738.59
240	0.14	6250.00
241	0.14	6250.00
242	0.15	6582.68
243	0.16	7011.93
244	0.15	6715.70
245	0.18	7659.39
246	0.18	7837.00
247	0.18	7837.00
248	0.18	7837.00
249	0.18	7837.00
250	0.18	7837.00
251	0.18	7837.00
252	0.18	7837.00
253	0.18	7837.00
254	0.18	7837.00
255	0.18	7832.23
256	0.18	7841.77
257	0.18	7837.00

PHASE 5, SECTION 2 IMPERVIOUS COVER TRACKING

HEADWATERS DEVELOPMENT AGREEMENT - IMPERVIOUS COVER SUMMARY

ALLOWABLE IMPERVIOUS COVER

TOTAL AREA¹ = 1509.65 AC.
TOTAL ALLOWABLE IMPERVIOUS COVER (15%)² = 226.45 AC.
COMMERCIAL AREA¹ = 166.13 AC.
COMMERCIAL ALLOWABLE IMPERVIOUS COVER (50% OF AREA)^{2,3} = 83.07 AC.
RESIDENTIAL AREA¹ = 1343.55 AC.
RESIDENTIAL ALLOWABLE IMPERVIOUS COVER² = 143.38 AC.

NOTES:

1. ACREAGE ON ABOVE TABLE COME FROM THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT, DATED JANUARY 11, 2005 RECORDED IN VOLUME 2675, PAGE 649 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX.
2. IMPERVIOUS COVER CALCULATIONS ARE BASED ON THE REQUIREMENTS OF THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT.
3. IMPERVIOUS COVER OF COMMERCIAL TRACT IS ASSUMED TO BE 50% OF COMMERCIAL AREA PER THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT.

TOTAL SITE SUMMARY

COMMERCIAL IMPERVIOUS COVER SUMMARY

HEADWATERS COMMERCIAL (ROADWAY IMPROVEMENTS) IMPERVIOUS COVER = 0.79 AC.
HEADWATERS APARTMENTS IMPERVIOUS COVER = 4.82 AC.
HEADWATERS OFFICE WEST IMPERVIOUS COVER = 1.48 AC.

TOTAL COMMERCIAL IMPERVIOUS COVER = 7.09 AC.
REMAINING COMMERCIAL IMPERVIOUS COVER = 75.98 AC.

RESIDENTIAL IMPERVIOUS COVER SUMMARY

PHASE 1 IMPERVIOUS COVER = 33.08 AC.
PHASE 2 IMPERVIOUS COVER = 28.97 AC.
PHASE 4 SECTION 1 IMPERVIOUS COVER = 3.08 AC.
PHASE 4 SECTION 2 IMPERVIOUS COVER = 4.65 AC.
PHASE 4 SECTION 3 IMPERVIOUS COVER = 7.54 AC.
PHASE 4 SECTION 4 IMPERVIOUS COVER = 12.83 AC.
PHASE 4 SECTION 5 IMPERVIOUS COVER = 3.03 AC.
PHASE 4 SECTION 6 (NON-SCHOOL TRACT) IMPERVIOUS COVER = 0.42 AC.
PHASE 4 SECTION 4 (SCHOOL TRACT) IMPERVIOUS COVER = SEE NOTE 5 BELOW
PHASE 5 SECTION 1 IMPERVIOUS COVER = 5.86 AC.
PHASE 5 SECTION 2 IMPERVIOUS COVER = 16.24 AC.

TOTAL RESIDENTIAL IMPERVIOUS COVER = 116.78 AC.
REMAINING RESIDENTIAL IMPERVIOUS COVER = 26.60 AC.
AVERAGE RESIDENTIAL LOT SIZE = 8,392 SF

NOTES:

1. IMPERVIOUS COVER OF "HEADWATERS COMMERCIAL (ROADWAY IMPROVEMENTS)" CALCULATED BY ADDING THE IMPERVIOUS COVER FROM DRAINAGE AREAS DA 2 AND DA 7 OF THE DEVELOPED DRAINAGE AREA MAP FROM THE ENGINEERING PLANS FOR HEADWATERS COMMERCIAL, ISSUED BY AUSTIN CIVIL ENGINEERING, INC., SEALED BY HUNTER SHADBURNE, P.E., DATED 5/10/18. IMPERVIOUS COVER OF FUTURE DEVELOPMENT AREAS TO BE INCLUDED AT THE TIME OF FINAL PLAT.
2. IMPERVIOUS COVER OF "HEADWATERS APARTMENTS" FROM THE APPROVED SITE PLANS FOR HEADWATERS APARTMENTS, ISSUED BY AUSTIN CIVIL ENGINEERING, INC., SEALED BY HUNTER SHADBURNE, P.E. DATED 9/7/18.
3. IMPERVIOUS COVER OF "PHASE 1" OF THE HEADWATERS AT BARTON CREEK SUBDIVISION FROM RECORD DRAWINGS FOR THE PHASE 1 OF HEADWATERS AT BARTON CREEK SUBDIVISION, ISSUED BY DOUCET & ASSOCIATES, INC., SEALED BY JAMES BREWER, P.E. DATED 03/16/15.
4. AVERAGE RESIDENTIAL LOT SIZE OF "PHASE 1" FROM THE RECORDED FINAL PLAT, HEADWATERS AT BARTON CREEK, PHASE 1, ISSUED BY DOUCET & ASSOCIATES, INC., SEALED BY SYDNEY XINOS, R.P.L.S. DATED 03/08/16.
5. SECTIONS 1.15 AND 3.2.5 OF THE RESTATED HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT DOCUMENT NUMBER 20021129, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS STATE THAT IMPERVIOUS COVER OF THE SCHOOL TRACT SHALL NOT BE INCLUDED IN DETERMINING ALLOWABLE IMPERVIOUS COVER OF THE LAND.
6. IMPERVIOUS COVER OF "HEADWATERS WEST OFFICE" FROM THE APPROVED SITE PLANS SEALED BY JOSE SOSA, P.E. DATED 07/31/2020.

FREEHOLD CAPITAL MANAGEMENT

Enc. Subdivision/Site Improvement Bond Originals

Bond No. ES00010392

Premium: \$ 13,333 .00/Annual

SUBDIVISION/SITE IMPROVEMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, WFC Headwaters Owner VII, L.P. as Principal and, Everest Reinsurance Company as Surety, are held and firmly bound unto the Hays County Judge as Obligee, in the sum of One Million Seven Hundred Seventy Seven Thousand Seven Hundred Nineteen and 40/100 (\$1,777,719.40) Dollars for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our executors, administrator, successors, and assigns, firmly by these presents.

WHEREAS, the Principal has agreed to perform the various improvements as detailed by either the plan(s)/specifications(s)/agreement, prepared by Malone Wheeler Inc, pertaining to drainage, street & erosion control improvements to the subdivision known as Headwaters at Barton Creek Subdivision-Phase 5, Section 2

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal shall perform and complete said improvements to said development in accordance with either the plan(s)/specification(s)/agreement, then this obligation shall be void, otherwise to be and remain in full force and effect.

THIS BOND WILL TERMINATE upon written acceptance of the improvements by the Obligee to the Principal and/or Surety.

Sealed with our seals and dated this 4th day of March, 2022.

Principal: WFC Headwaters Owner VII, L.P.

By: See Attached Signature Page

By: _____

Surety: Everest Reinsurance Company

By: Cheryl L. Thomas
Cheryl L. Thomas, Attorney-in-Fact

Bond No. ES00010392


HEADWATERS

WFC Headwaters Owner VII, L.P.,
a Delaware limited partnership

By: WFC Headwaters GP VII, L.L.C.,
a Delaware limited liability company,
its General Partner

By: WFC Headwaters Holdings JV VII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: FCA Austin, LLC,
a Delaware limited liability company,
its Administrative Member

By: 

Name: Jesse R. Baker

Title: Authorized Signatory

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On March 4, 2022 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #ES00010392

(Title or description of attached document)

Everest Reinsurance Company

(Title or description of attached document continued)

Number of Pages 2 Document Date 3/4/22

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Everest Reinsurance Company
461 5th Avenue – 4th Floor
New York, N.Y. 10017



SURETY BOND SEAL ADDENDUM EVEREST REINSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Everest Reinsurance Company ("Everest") has authorized its Attorney-in-Fact to affix Everest's corporate seal to any bond executed on behalf of Everest by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this addendum is attached to a bond that is executed on behalf of Everest by its Attorney-in-Fact, Everest hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 7th day of April 2020.

EVEREST REINSURANCE COMPANY

By: _____
Anthony Romano – Vice President & Global Head of Surety





POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Everest Reinsurance Company

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 4th day of MARCH 2022

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept fiscal surety for the construction of street and drainage improvements in the amount of \$694,608.94 for Crosswinds, Phase 3B Subdivision (Bond # K40280753).

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

April 12, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

BORCHERDING

SPONSOR

INGALSBE

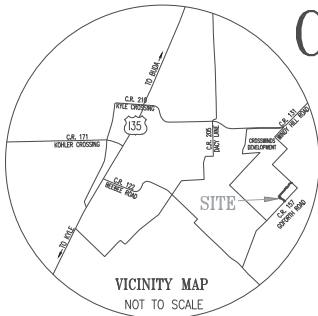
CO-SPONSOR

N/A

SUMMARY

The final plat for the Crosswinds, Phase 3B Subdivision has been reviewed under the interlocal cooperation agreement with the City of Kyle and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

CROSSWINDS PHASE THREE-B



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

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

DATE: OCTOBER 20, 2021
ACREAGE: 20.392 ACRES

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

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

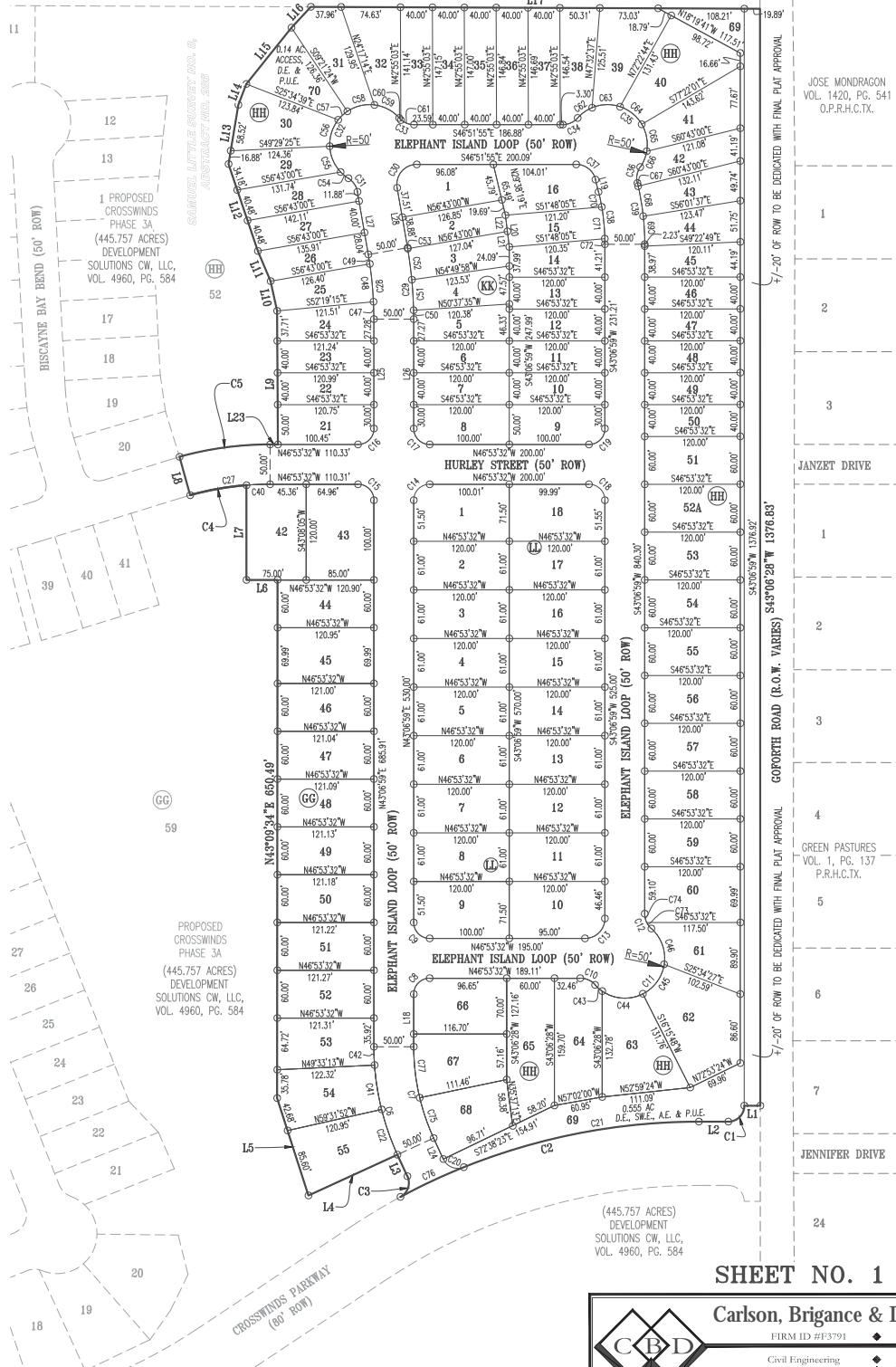
SINGLE FAMILY LOTS 96
DRAINAGE, SIDEWALK, ACCESS & 2
PUBLIC UTILITY LOTS 0
PARK LOTS 0
NUMBER OF BLOCKS 4

LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" CAPPED IRON ROD SET (UNLESS OTHERWISE NOTED)
- 25 LOT NUMBER
- Ⓟ BLOCK DESIGNATION

SCALE: 1" = 100'

(100.263 ACRES)
STEVEN MARSHALL
& KATHERINE E.
MARSHALL
VOL. 3661, PG. 396



CROSSWINDS PHASE THREE-B

Curve Table					
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent DELTA
C1	31.41	20.00	S88°06'44"W	28.28	20.00 89°59'29"
C2	390.31	790.00	N61°02'46"W	386.35	199.23 28°18'28"
C3	30.13	20.00	N61°38'22"E	27.36	18.76 86°19'16"
C4	71.83	375.00	N56°54'50"W	71.72	36.03 10°58'30"
C5	115.04	425.00	S54°38'49"E	114.69	57.87 15°30'33"
C6	139.75	325.00	S30°47'51"W	138.68	70.97 24°38'15"
C7	118.25	275.00	S30°47'51"W	117.34	60.05 24°38'15"
C8	31.41	20.00	S88°06'44"W	28.28	20.00 89°59'29"
C9	31.42	20.00	S01°53'16"E	28.29	20.00 90°00'31"
C10	21.03	25.00	N22°47'51"W	20.41	11.18 48°11'23"
C11	162.64	50.00	N88°06'44"E	99.85	898.44 186°22'15"
C12	21.03	25.00	S19°01'18"W	20.41	11.18 48°11'23"
C13	39.27	25.00	N88°06'44"E	35.35	25.00 89°59'29"
C14	31.41	20.00	S88°06'44"W	28.28	20.00 89°59'29"
C15	31.42	20.00	N01°53'16"W	28.29	20.00 90°00'31"
C16	31.41	20.00	N88°06'44"E	28.28	20.00 89°59'29"
C17	31.42	20.00	S01°53'16"E	28.29	20.00 90°00'31"
C18	31.42	20.00	N01°53'16"W	28.29	20.00 90°00'31"
C19	31.41	20.00	N88°06'44"E	28.28	20.00 89°59'29"
C20	30.48	20.00	S25°10'33"E	27.61	19.08 87°18'33"

Curve Table					
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent DELTA
C45	47.46	50.00	N79°02'22"E	45.70	25.69 54°23'08"
C46	49.67	50.00	N23°23'12"E	47.65	27.10 56°55'11"
C47	21.93	475.00	N41°47'38"E	21.93	10.97 2°38'42"
C48	47.62	475.00	N37°35'56"E	47.60	23.83 5°44'41"
C49	11.97	475.00	N34°00'18"E	11.96	5.98 1°26'36"
C50	11.21	525.00	N42°30'16"E	11.21	5.61 1°13'26"
C51	38.42	525.00	N39°47'46"E	38.41	19.22 4°11'36"
C52	39.34	525.00	N35°33'10"E	39.33	19.68 4°17'36"
C53	1.12	525.00	N30°20'41"E	1.12	0.56 0°07'22"
C54	12.80	50.00	S07°41'08"E	12.57	6.33 14°28'29"
C55	35.76	50.00	S20°01'21"W	35.00	18.68 40°58'29"
C56	35.76	50.00	S60°59'50"W	35.00	18.68 40°58'29"
C57	15.60	50.00	N89°34'46"W	15.53	7.86 1°52'20"
C58	35.77	50.00	N60°08'55"W	35.01	18.69 40°59'21"
C59	35.76	50.00	N19°09'53"W	35.00	18.68 40°58'42"
C60	3.09	25.00	S02°12'51"E	3.09	1.55 7°04'37"
C61	17.94	25.00	S26°18'32"E	17.56	9.38 41°06'46"
C62	22.46	50.00	N82°11'08"W	22.27	11.42 25°44'20"
C63	35.76	50.00	N48°49'44"W	35.00	18.68 40°58'29"
C64	35.76	50.00	N07°51'15"W	35.00	18.68 40°58'29"

Line Table		
Line #	Direction	Length
L1	N46°53'32"W	20.10
L2	N46°53'32"W	37.06
L3	N18°28'44"E	29.84
L4	N71°31'16"W	122.93
L5	N25°18'26"E	128.28
L6	N46°53'32"W	39.10
L7	N43°08'05"E	118.83
L8	N27°35'55"E	50.00
L9	N42°46'06"E	167.71
L10	N30°46'41"E	38.19
L11	N20°06'39"E	41.08
L12	N24°28'30"E	115.13
L13	N62°33'21"E	75.40
L14	N63°58'51"E	28.08
L15	N81°49'28"E	90.46
L16	N86°09'23"E	35.75
L17	S46°38'48"E	564.04
L18	N43°06'59"E	65.92
L19	S29°17'00"W	15.84
L20	N36°15'42"E	40.02

Line Table		
Line #	Direction	Length
L21	N36°15'42"E	19.65
L22	N36°15'42"E	20.37
L23	S46°53'32"E	9.88
L24	N18°28'44"E	29.06
L25	N43°06'59"E	137.29
L26	N43°06'59"E	137.27
L27	N33°17'00"E	79.91
L28	N33°17'00"E	76.38

Curve Table					
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent DELTA
C21	302.49	790.00	N57°51'41"W	300.64	153.12 21°56'17"
C22	60.21	325.00	S23°47'10"W	60.12	30.19 10°36'52"
C27	101.51	375.00	N54°38'49"W	101.20	51.07 15°30'33"
C28	81.52	475.00	N38°12'00"E	81.42	40.86 9°49'59"
C29	90.10	525.00	N38°12'00"E	89.99	45.16 9°49'59"
C30	43.57	25.00	S83°12'33"W	38.26	29.72 99°51'05"
C31	21.03	25.00	N09°11'19"E	20.41	11.18 48°11'23"
C32	171.24	50.00	S83°12'33"W	99.00	350.65 196°13'50"
C33	21.03	25.00	S22°46'14"E	20.41	11.18 48°11'23"
C34	21.03	25.00	S70°57'37"E	20.41	11.18 48°11'23"
C35	150.56	50.00	N08°47'25"W	99.79	765.85 172°31'45"
C36	20.96	25.00	S53°27'07"W	20.35	11.14 48°02'41"
C37	33.23	25.00	N08°47'27"W	30.83	19.58 76°08'55"
C38	66.39	275.00	N36°12'00"E	66.23	33.36 13°49'59"
C39	77.64	325.00	N36°12'23"E	77.45	39.00 13°41'12"
C40	29.68	375.00	N49°09'34"W	29.67	14.85 4°32'03"
C41	47.14	325.00	S36°37'13"W	47.10	23.61 8°18'40"
C42	23.14	325.00	S41°04'35"W	23.14	11.58 4°04'48"
C43	11.90	50.00	S05°31'17"E	11.87	5.98 13°38'16"
C44	53.61	50.00	S43°03'15"E	51.07	29.70 61°25'39"

Curve Table					
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent DELTA
C65	35.04	50.00	N32°42'42"E	34.33	18.28 40°09'26"
C66	21.54	50.00	N65°07'56"E	21.37	10.94 24°41'02"
C67	4.10	325.00	N29°47'29"E	4.10	2.05 0°43'25"
C68	38.33	325.00	N33°31'55"E	38.31	19.19 6°45'26"
C69	35.20	325.00	N40°00'48"E	35.19	17.62 6°12'22"
C70	19.27	275.00	N31°17'27"E	19.26	9.64 4°00'53"
C71	40.04	275.00	N37°28'09"E	40.00	20.05 8°20'31"
C72	7.09	275.00	N42°22'42"E	7.09	3.54 1°28'35"
C73	9.76	25.00	S06°06'37"W	9.70	4.94 22°22'02"
C74	11.27	25.00	S30°12'19"W	11.17	5.73 25°49'21"
C75	53.55	275.00	S24°03'28"W	53.47	26.86 11°09'28"
C76	87.83	790.00	N72°00'55"W	87.78	43.96 6°22'11"
C77	64.70	275.00	S36°22'36"W	64.55	32.50 13°28'47"

RIGHT-OF-WAY LINEAR FOOTAGE			
ELEPHANT ISLAND LOOP	50' R.O.W.	2,924'	LOCAL
HURLEY STREET	50' R.O.W.	554'	LOCAL
TOTAL		4,738 AC.	3,478'

DEVELOPMENT AGREEMENT LOT SCHEDULE [PER 1.01(a) & (e)]

40' LOTS		60' LOTS		LOT SUMMARY			
BLK.	LOT	S.F.	BLK.	LOT	S.F.	WIDTH	PHASE 3B % OF TOTAL
HH	21	5,944	GG	42	8,988	40'	46
HH	22	4,835	GG	43	10,112	50'	0
HH	23	4,845	GG	44	7,255	60'	50
HH	24	5,273	GG	45	8,467	TOTAL	96
HH	25	5,323	GG	46	7,261		
HH	26	5,249	GG	47	7,264		
HH	27	5,561	GG	48	7,267		
HH	28	5,639	GG	49	7,269		
HH	29	5,374	GG	50	7,272		
HH	30	7,412	GG	51	7,275		
HH	31	6,875	GG	52	7,277		
HH	32	6,830	GG	53	7,518		
HH	33	5,857	GG	54	8,294		
HH	34	5,883	GG	55	8,780		
HH	35	5,877					
HH	36	5,871	HH	51	7,200		
HH	37	5,865	HH	52A	7,200		
HH	38	6,183	HH	53	7,200		
HH	39	7,865	HH	54	7,200		
HH	40	10,024	HH	55	7,200		
HH	41	6,811	HH	56	7,200		
HH	42	5,163	HH	57	7,200		
HH	43	5,540	HH	58	7,200		
HH	44	5,388	HH	59	7,200		
HH	45	4,989	HH	60	8,398		
HH	46	4,800	HH	61	7,136		
HH	47	4,800	HH	62	12,004		
HH	48	4,800	HH	63	9,985		
HH	49	4,800	HH	64	9,100		
HH	50	4,800	HH	65	10,226		
			HH	66	8,080		
			HH	67	7,929		
			HH	68	7,352		
KK	1	6,866					
KK	2	5,101	LL	1	7,114		
KK	3	5,202	LL	2	6,000		
KK	4	5,213	LL	3	6,000		
KK	5	5,090	LL	4	6,000		
KK	6	4,800	LL	5	6,000		
KK	7	4,800	LL	6	6,000		
KK	8	5,914	LL	7	6,000		
KK	9	5,914	LL	8	6,000		
KK	10	4,800	LL	9	6,000		
KK	11	4,800	LL	10	6,000		
KK	12	4,800	LL	11	7,114		
KK	13	4,800	LL	12	7,066		
KK	14	5,176	LL	13	6,000		
KK	15	4,850	LL	14	6,000		
KK	16	7,155	LL	15	6,000		
			LL	16	6,000		
			LL	17	6,000		
			LL	18	6,000		

SHEET NO. 2 OF 4

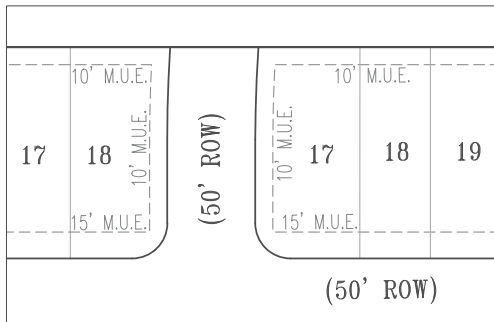


Carlson, Brigrance & Doering, Inc.
 FIRM ID #F3791 ♦ REG. # 10024900
 Civil Engineering ♦ Surveying
 5501 West William Cannon ♦ Austin, Texas 78749
 Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

CROSSWINDS PHASE THREE-B

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED WITHIN THE EXTRA TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF KYLE.
2. THIS PROJECT IS LOCATED IN THE BRUSHY CREEK - PLUM CREEK SUB WATERSHED.
3. NO PORTION OF THIS PRELIMINARY PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE OR CONTRIBUTING ZONE.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
5. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM THE CITY OF KYLE.
6. ORGANIZED WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE CITY OF KYLE.
7. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
8. TELEPHONE SERVICE WILL BE PROVIDED BY SPECTRUM.
9. GAS SERVICE PROVIDED BY CENTERPOINT.
10. MINIMUM FRONT SETBACK SHALL BE TWENTY (20') FEET.
11. MINIMUM REAR SETBACK SHALL BE FIFTEEN (15') FEET.
12. MINIMUM SIDE AND INTERIOR SIDE SETBACKS SHALL BE FIVE (5') FEET.
13. MINIMUM SIDE SETBACK ADJACENT TO A PUBLIC STREET SHALL BE TEN (10') FEET.
14. A 15' MUNICIPAL UTILITY EASEMENT (M.U.E.) SHALL BE LOCATED ALONG THE FRONT OF EACH LOT ADJACENT TO THE R.O.W., A 10' M.U.E. ALONG SIDE YARDS ADJACENT TO THE ROW AND A 10' M.U.E. ALONG REAR PROPERTY LINES.
15. ALL STREETS SHALL BE DESIGNED AS IN ACCORDANCE WITH APPLICABLE CITY OF KYLE AND HAYS COUNTY DEVELOPMENT REGULATIONS AND DEDICATED AS PUBLIC R.O.W. AT FINAL PLATTING.
16. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED COMMUNITY WATER SYSTEM.
17. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED ORGANIZED WASTEWATER SYSTEM.
18. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF KYLE CODE OF ORDINANCES. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE KYLE WATER UTILITY. THE UTILITY CONSTRUCTION MUST BE INSPECTED BY THE CITY OF KYLE.
19. PRIOR TO CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF KYLE FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT OF EXISTING CONDITIONS.
20. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.
21. NO STRUCTURE SHALL BE OCCUPIED UNTIL A CERTIFICATE OF OCCUPANCY IS ISSUED BY THE CITY OF KYLE.
22. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND TO PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS AS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
23. ALL ROADWAYS SHALL BE PUBLICLY DEDICATED AND MAINTAINED.
24. DRAINAGE EASEMENTS SHALL REMAIN OPEN AND FREE OF OBSTRUCTIONS.
25. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION.
26. PUBLIC SIDEWALKS BUILT TO THE CITY OF KYLE STANDARDS, ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS, INCLUDING CROSSWINDS PARKWAY, WHICH SHALL HAVE A 10' CONCRETE SIDEWALK ON ONE SIDE AND A 5' DECOMPOSED GRANITE ON THE OPPOSITE SIDE. ALL OTHER STREETS SHALL HAVE 4' CONCRETE SIDEWALKS EACH SIDE.
27. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF GOFORTH ROAD. THIS INCLUDES EXISTING STREETS ADJACENT TO THE PROPOSED SUBDIVISION, WHERE SIDEWALKS DO NOT ALREADY EXIST OR ARE IN NEED OF REPLACEMENT. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED. WHERE THERE ARE DOUBLE FRONTAGE LOTS, SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED (ORD. #439, ARTICLE V, SEC. 10). SIDEWALKS TO BE MAINTAINED BY THE CROSSWINDS MUNICIPAL UTILITY DISTRICT.
28. THE CITY OF KYLE HAS THE RIGHT TO PRUNE AND REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR.
29. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE THE ELECTRIC COMPANY THAT SHALL SERVICE THIS SUBDIVISION WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH THE CITY OF KYLE CODE OF ORDINANCES.
30. THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT.
31. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
32. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF KYLE AND HAYS COUNTY.
33. PARKLAND REQUIREMENTS ARE SATISFIED THROUGH THE CROSSWINDS MUNICIPAL UTILITY DISTRICT.
34. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
35. THIS FINAL PLAT IS LOCATED WITHIN ESD #5.
36. THE OWNER/DEVELOPER IS ADVISED TO OBTAIN APPROVAL FOR ANY NEEDED LICENSE AGREEMENTS PRIOR TO APPROVAL OF THE CONSTRUCTION PLANS. OTHER SPECIAL OR NONSTANDARD TREATMENTS OF THE R.O.W. MAY ALSO REQUIRE A LICENSE AGREEMENT.
37. APPROVAL OF THIS PRELIMINARY PLAN DOES NOT CONSTITUTE APPROVAL OF ANY DEVIATION FROM THE CITY OF KYLE'S CODE OF ORDINANCES IN THE FINAL PLAT, CONSTRUCTION PLAN OR SITE PLAN STAGE, UNLESS SUCH DEVIATIONS HAVE BEEN SPECIFICALLY REQUESTED IN WRITING AND SUBSEQUENTLY APPROVED IN WRITING BY THE CITY. SUCH APPROVALS DO NOT RELIEVE THE ENGINEER OF THE OBLIGATION TO MODIFY THE DESIGN OF THE PROJECT IF IT DOES NOT MEET ALL OTHER CITY OF KYLE'S REGULATIONS OR IF IT IS SUBSEQUENTLY DETERMINED THAT THE DESIGN WOULD ADVERSELY IMPACT THE PUBLIC'S SAFETY, HEALTH, WELFARE OR PROPERTY.
38. LOT 69 AND LOT 70 BLOCK "H" ARE TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION OR HIS OR HERS ASSIGNS.
39. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF KYLE. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
40. THE LANDOWNER SHALL BE RESPONSIBLE FOR PROVIDING THE SUBDIVISION INFRASTRUCTURE, INCLUDING WATER AND WASTEWATER UTILITY IMPROVEMENTS, OFFSITE MAIN EXTENSION AND SYSTEM UPGRADES.
41. ALL ELECTRICAL, TELEPHONE, CABLE TELEVISION AND SIMILAR LINES SHALL BE UNDERGROUND.
42. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
43. PER CHAPTER 731 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, STORM WATER DRAINAGE FACILITIES MAY BE REQUIRED SUCH THAT THERE IS NO ADVERSE IMPACT TO THE LOCAL FLOODPLAIN, DRAINAGE WAYS, OR ROADWAYS. PER SECTION 3.02 POST DEVELOPED FLOW SHALL EQUAL PRE-DEVELOPED FOR THE 2.5,10,25, AND 100 YEAR STORM.
44. ALL MAILBOXES LOCATED IN THE RIGHT-OF-WAY SHALL BE OF AN APPROVED TxDOT OR FHWA APPROVED DESIGN.
45. POSTCONSTRUCTION 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.



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

AREA TABLE	
AREA WITHIN SUBDIVISION	20.392 ACRES (888,272 sq. ft.)
AREA OF SINGLE FAMILY LOTS	15.654 ACRES (681,917 sq. ft.)
AREA WITHIN STREETS	4.738 ACRES

BLK.	LOT	S.F.	ACRES	BLK.	LOT	S.F.	ACRES
HH	21	5,944	0.136	GG	42	8,988	0.206
HH	22	4,835	0.111	GG	43	10,112	0.232
HH	23	4,845	0.111	GG	44	7,255	0.167
HH	24	5,273	0.121	GG	45	8,467	0.194
HH	25	5,323	0.122	GG	46	7,261	0.167
HH	26	5,249	0.121	GG	47	7,264	0.167
HH	27	5,561	0.128	GG	48	7,267	0.167
HH	28	5,639	0.129	GG	49	7,269	0.167
HH	29	5,374	0.123	GG	50	7,272	0.167
HH	30	7,412	0.170	GG	51	7,275	0.167
HH	31	6,875	0.158	GG	52	7,277	0.167
HH	32	6,830	0.157	GG	53	7,518	0.173
HH	33	5,857	0.134	GG	54	8,294	0.190
HH	34	5,883	0.135	GG	55	8,780	0.202
HH	35	5,877	0.135				
HH	36	5,871	0.135	KK	1	6,866	0.158
HH	37	5,865	0.135	KK	2	5,101	0.117
HH	38	6,183	0.142	KK	3	5,202	0.119
HH	39	7,865	0.181	KK	4	5,213	0.120
HH	40	10,024	0.230	KK	5	5,090	0.117
HH	41	6,811	0.156	KK	6	4,800	0.110
HH	42	5,163	0.119	KK	7	4,800	0.110
HH	43	5,540	0.127	KK	8	5,914	0.136
HH	44	5,388	0.124	KK	9	5,914	0.136
HH	45	4,989	0.115	KK	10	4,800	0.110
HH	46	4,800	0.110	KK	11	4,800	0.110
HH	47	4,800	0.110	KK	12	4,800	0.110
HH	48	4,800	0.110	KK	13	4,800	0.110
HH	49	4,800	0.110	KK	14	5,178	0.119
HH	50	4,800	0.110	KK	15	4,850	0.111
HH	51	7,200	0.165	KK	16	7,155	0.164
HH	52A	7,200	0.165				
HH	53	7,200	0.165	LL	1	7,114	0.163
HH	54	7,200	0.165	LL	2	6,000	0.138
HH	55	7,200	0.165	LL	3	6,000	0.138
HH	56	7,200	0.165	LL	4	6,000	0.138
HH	57	7,200	0.165	LL	5	6,000	0.138
HH	58	7,200	0.165	LL	6	6,000	0.138
HH	59	7,200	0.165	LL	7	6,000	0.138
HH	60	8,398	0.193	LL	8	6,000	0.138
HH	61	7,136	0.164	LL	9	6,000	0.138
HH	62	12,004	0.276	LL	10	6,000	0.138
HH	63	9,985	0.229	LL	11	7,114	0.163
HH	64	9,100	0.209	LL	12	7,066	0.162
HH	65	10,226	0.235	LL	13	6,000	0.138
HH	66	8,080	0.185	LL	14	6,000	0.138
HH	67	7,929	0.182	LL	15	6,000	0.138
HH	68	7,352	0.169	LL	16	6,000	0.138
HH	69	24,177	0.555	LL	17	6,000	0.138
HH	70	6,308	0.145	LL	18	6,000	0.138

SHEET NO. 3 OF 4



Carlson, Brigrance & 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

CROSSWINDS PHASE THREE-B

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT DEVELOPMENT SOLUTIONS CW, LLC, ACTING BY AND THROUGH ITS MANAGER, GREGORY L. RICH, OWNER OF 445.757 ACRES OF LAND OUT OF THE SAMUEL LITTLE SURVEY, NO. 8, A-286, IN HAYS COUNTY, TEXAS, AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 4960, PAGE 584, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE A 20.392 ACRE PORTION OF SAID TRACT IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS:

"CROSSWINDS PHASE THREE-B"

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN ON THIS PLAT.

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

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

STATE OF TEXAS }
COUNTY OF HAYS }

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED GREGORY L. RICH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

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

REVIEWED BY:

CITY ENGINEER, CITY OF KYLE DATE

REVIEWED BY:

DIRECTOR OF PUBLIC WORKS, CITY OF KYLE DATE

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

DATED THIS _____ DAY OF _____, A.D. 20__

CHAIRPERSON

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

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

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT.

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

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

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

STATE OF TEXAS
COUNTY OF HAYS

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

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS }
COUNTY OF HAYS }

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20__, A.D., AND DULY RECORDED ON THE _____

DAY OF _____, 20__ A.D., AT _____ O'CLOCK ____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____

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

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

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

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

INTERNATIONAL BANK OF COMMERCE

STATE OF TEXAS }
COUNTY OF HAYS }

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 20__

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: _____

STATE OF TEXAS }
COUNTY OF TRAVIS }

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

DO HEREBY CERTIFY THAT NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANELS 48209C0290F AND 48209C0293F, DATED SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORMWATER RUNOFF FROM THE 100 YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY, AND /OR OPEN SPACE AND DRAINAGE EASEMENT LOTS.

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



STATE OF TEXAS }
COUNTY OF TRAVIS }

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

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



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



REQUIRED FORMAT

BOND # K40280753

KNOW ALL MEN BY THESE PRESENTS, That we, CROSSWINDS DEVELOPMENT, Inc., as Principal, and (Federal Insurance Company), a Corporation of the State of Indiana authorized to write Surety Bonds in the State of Texas, as Surety, are jointly and severally held and firmly bound unto the Hays County Judge, the Honorable Ruben Becerra or his successors in office, of Hays County, Texas, in the sum of Six Hundred Ninety-Four Thousand, Six Hundred Eight and 94/100 dollars (\$694,608.94) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, executors, administrators, heirs, successors, and assigns, jointly and severally by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT,

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

Certain required improvements as itemized by the County approved engineer's estimate in accordance with County of Hays File No. PLN-1819-NP for the project located at the intersection of Crosswinds Parkway and Goforth Road., Kyle, Texas.

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

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

Signed, sealed and dated this 25th day of February, 20 22

CROSSWINDS DEVELOPMENT, INC.
PRINCIPAL

BY: 
Authorized Signature

2100 Northland Drive
Austin TX 78756
Mailing Address

Federal Insurance Company

SURETY

BY: 
Authorized Signature
John Aboumrak, Attorney-in-Fact

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

Policyholder Information Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-36-CHUBB

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104

Austin, TX 78714-9104

FAX # (512) 475-1771

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

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

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

1-800-36-CHUBB

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104

Austin, TX 78714-9104

FAX # (512) 475-1771

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

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

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

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

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

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

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

Notarial Seal



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

Katherine J. Adelaar
Notary Public

CERTIFICATION

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

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

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

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

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

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 25, 2022



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

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

Telephone (908) 903- 3493

Fax (908) 903- 3656

e-mail: surety@chubb.com

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider granting a variance from Chapter 721.5.05(B) of the Hays County Development Regulations for the Los Encinos De Paz Subdivision, Final Plat.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

April 12, 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

Los Encinos De Paz Subdivision is a proposed 2 Lot Subdivision located off of Oak Grove Road in Precinct 4. Water service will be accomplished through Individual Private Wells and Wastewater service will be accomplished through Individual On-Site Sewage Facilities.

Section 721.5.05(B) of the Hays County Development Regulations states the following: "Flag lots shall not be permitted, except if approved by the Commissioners Court as consistent with the intent and spirit of these Regulations. The Department shall advise the Commissioners Court if a proposed Lot constitutes a "flag lot" and the Commissioners Court shall, in reviewing all the circumstances, make the final determination." The owner is requesting that the proposed Lot 1 be allowed to utilize a flag lot configuration, whereas Lot 2 will have access to Oak Grove Road by a 30-foot access easement alongside Lot 1. Justification for the variance is included in backup.

The final plat for the Los Encinos De Paz Subdivision has been reviewed under the interlocal cooperation agreement with the City of Buda and the approval of the variance is required for final plat approval.



Hays County Commissioners Court Agenda Request

Meeting Date: April 12th, 2022

Requested By: Marcus Pacheco, Director

Prepared By: Marcus Pacheco, Director

Department Director: Marcus Pacheco, Director

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

Discussion and possible action to consider granting a variance from Chapter 721.5.05(B) of the Hays County Development Regulations for the Los Encinos De Paz Subdivision, Final Plat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Los Encinos De Paz Subdivision is a proposed 2 Lot Subdivision located off of Oak Grove Road in Precinct 4. Water service will be accomplished through Individual Private Wells and Wastewater service will be accomplished through Individual On-Site Sewage Facilities.
- B) Section 721.5.05(B) of the Hays County Development Regulations states the following: "Flag lots shall not be permitted, except if approved by the Commissioners Court as consistent with the intent and spirit of these Regulations. The Department shall advise the Commissioners Court if a proposed Lot constitutes a "flag lot" and the Commissioners Court shall, in reviewing all the circumstances, make the final determination." The owner is requesting that the proposed Lot 1 be allowed to utilize a flag lot configuration, whereas Lot 2 will have access to Oak Grove Road by a 30-foot access easement alongside Lot 1. Justification for the variance is included in backup.
- C) The final plat for the Los Encinos De Paz Subdivision has been reviewed under the interlocal cooperation agreement with the City of Buda and the approval of the variance is required for final plat approval.

STAFF COMMENTS:

Staff has administratively approved the subdivision plat for the Los Encinos De Paz Subdivision. The only item remaining at this time is the pending approval or disapproval for the variance request for the flag lot configuration for Lot 1. Staff does not recommend nor support any variance request applications. These applications and/or requests have to be permitted or allowed by the Commissioners Court.

ATTACHMENTS/EXHIBITS:

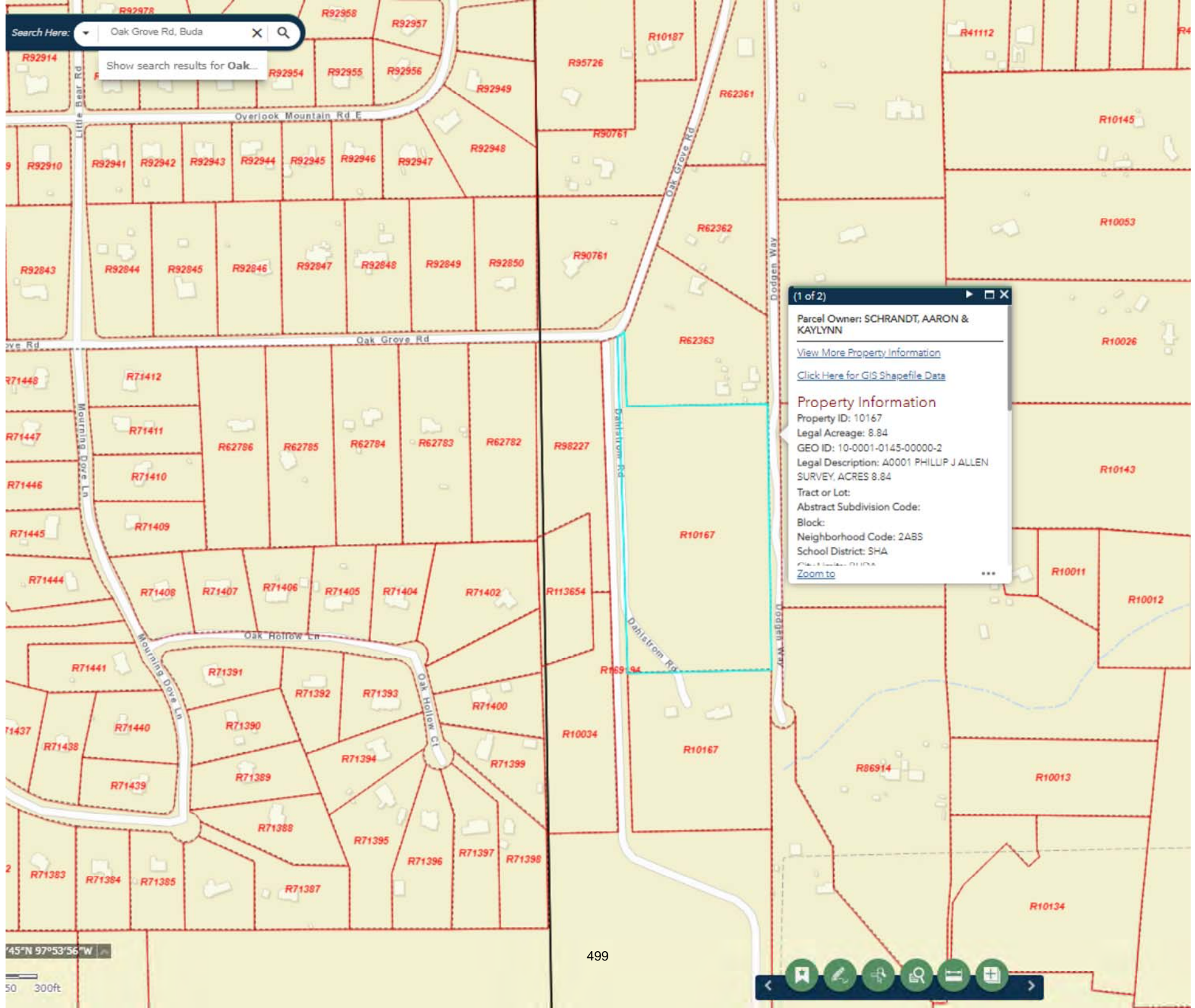
Property Location Map

Subdivision Plat

Variance Request Application

Search Here:

Show search results for Oak...



(1 of 2)

Parcel Owner: SCHRANDT, AARON & KAYLYNN

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

Property Information

Property ID: 10167
Legal Acreage: 8.84
GEO ID: 10-0001-0145-00000-2
Legal Description: A0001 PHILLIP J ALLEN SURVEY, ACRES 8.84
Tract or Lot:
Abstract Subdivision Code:
Block:
Neighborhood Code: 2A8S
School District: SHA
City: Buda, TX
[Zoom to](#)

45°N 97°53'56"W

50 300ft



THE KETTLER-STRAND FAMILY TRUST
5.278 ACRES
DOCUMENT NO. 2011-11003552
VOLUME 4064, PAGE 878
D.P.R.H.C.T.X.

$\Delta=22^{\circ}29'42''$
 $R=173.52'$
 $L=68.13'$
CHD B=N51°57'37"E
CHD L=67.69'

15.00' P.U.E.
(DEDICATED HEREON)
RIGHT OF WAY
DEDICATED HEREON
(SEE DETAIL "B")
OAK GROVE ROAD
50.00' R.O.W.

P.O.B.
2022.50'
4.00'
34.27'

N=13952677.48
E=2319041.85
320.14'

4.00' X 10.00'
MAILBOX EASEMENT
DEDICATED HEREON
(SEE DETAIL "A")

0.177 ACRES PER
INST. NO. 21056885
(O.P.R.H.C.T.X.)

STERLING WAY
55.00' ACCESS EASEMENT
DEDICATED HEREON
(SEE DETAIL "C")

588° 39' 44"E
554.75'

15.00' P.U.E.
(DEDICATED HEREON)

1044.61'

1044.61'

1044.61'

1044.61'

1044.61'

1044.61'

1044.61'

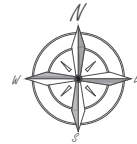
1044.61'

1044.61'

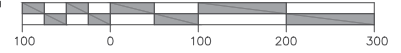
LOS ENCINOS DE PAZ FINAL PLAT

14.952 ACRES OUT OF THE PHILLIP J. ALLEN SURVEY,
SITUATED IN THE CITY OF BUDA ETJ, HAYS COUNTY, TEXAS

SHEET 1 OF 2 SHEETS



GRAPHIC SCALE
1" = 100'



LOT TABLE			
BLOCK	LOT	SQ. FT.	ACRES
A	1	458,973.48	10.537
A	2	192,162.32	4.411

AREA CALCULATIONS

2 DEVELOPMENT LOTS= 651,135.80 SQ. FT. - 14.948 ACRES
R.O.W. DEDICATION=160.61 SQ. FT. - 0.004 ACRES
TOTAL= 651,129.41 SQ. FT. - 14.952 ACRES

GENERAL INFORMATION BLOCK:

OWNER: CHAD AND DARSEY BARTLING - CHAD.BARTLING@VERDELEC.COM
ACRES: 14.952
ENGINEER: FLAKE ENGINEERING, PLLC, TEXAS FIRM NO. F-22188
TRAVIS FLAKE, P.E. 109871 - TRAVIS@FLAKEENGINEERING.COM
SURVEYOR: HAYES SURVEYING, LLC, TEXAS FIRM NO. 10055000
RONALD D. HAYES, TEXAS REGISTRATION NO. 5703 - RDHAYES@AUSTIN.RR.COM
PLAT PREPARATION: SPOT ON SURVEYING, INC., TEXAS FIRM NO. 10193894 - INFO@SPOTONSURVEYING.COM

LOTS: 2
BLOCKS: 1
CENTRELINE LINEAR FOOTAGE: 0'
CONNECTIONS TO PUBLIC R.O.W.: OAK GROVE: 1
SUBMITTAL DATE: JULY 26, 2021
PHILLIP J. ALLEN SURVEY NO. 5, ABSTRACT NO. 1
BENCHMARK: HAYS COUNTY MONUMENT NO. H062
ELEV. OF 814.41, NAVD 88 DATUM.
R.O.W. DEDICATION: 0.004 ACRES
DEVELOPMENT LOTS: 14.948 ACRES
DEVELOPMENT LOTS: 2

LOT ACREAGES

10.00 ACRES OR LARGER:
LARGER THAN 5.00 ACRES AND SMALLER THAN 10.00 ACRES: 1
2.00 ACRES OR LARGER UP TO 5.00 ACRES: 0
LARGER THAN 1.00 ACRE AND SMALLER THAN 2.00 ACRES: 0
SMALLER THAN 1.00 ACRE: 0

LEGEND:

D.R.H.C.T.X. = DEED RECORDS OF HAYS COUNTY, TEXAS
P.R.H.C.T.X. = PLAT RECORDS OF HAYS COUNTY, TEXAS
O.P.R.H.C.T.X. = OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
O.R.H.C.T.X. = OFFICIAL RECORDS, HAYS COUNTY, TEXAS
R.P.R.H.C.T.X. = REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS
P.O.B. = POINT OF BEGINNING
P.U.E. = PUBLIC UTILITY EASEMENT

MONUMENT LEGEND / NOTES:

△ = CALCULATED POINT.
● = FOUND MONUMENT AS DESCRIBED.
● = SET IRON ROD WITH CAP STAMPED "HAYES RPLS 5703".
□ = FOUND 1/2" IRON ROD.
□ = FOUND 1" IRON ROD.
□ = FOUND IRON ROD WITH CAP.
□ = FOUND STEEL FENCE POST.
□ = FOUND WOOD FENCE POST.
□ = FOUND IRON ROD WITH CAP STAMPED "HAYES RPLS 5703".
□ = FOUND HAYS COUNTY MONUMENT NO. H062.
□ = FOUND IRON ROD WITH CAP STAMPED "KC ENG".

LINETYPE LEGEND:

--- = BOUNDARY
--- = EASEMENT
--- = RIGHT OF WAY
--- = ADJOINERS

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE AND VERIFIED BY LOCATING HAYS COUNTY MONUMENT NO. H062

SURVEYORS NOTICE:

ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.

FLOODPLAIN NOTE:

NO PORTION OF THIS TRACT IS LOCATED WITHIN THE 100-YEAR FLOOD PLAIN PER THE NFIP, FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP PANEL NO. 48209C026R, DATED SEPTEMBER 2, 2005.
THIS TRACT FALLS WITHIN ZONE "X".
(AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

LOT 3
COX ADDITION
VOLUME 6, PAGE 294
P.R.H.C.T.X.
GARRY W. CONNER AND
BERTHA M. CONNER
DOCUMENT NO. 393105
VOLUME 1200, PAGE 816
D.P.R.H.C.T.X.

GARRY W. CONNER AND
BERTHA M. CONNER
0.191 ACRES PER
INST. NO. 21056884
D.P.R.H.C.T.X.

LOT 1
10.537 ACRES
458,973.48 SQ. FT.

STERLING WAY
30' WIDE ACCESS EASEMENT
VOL. 402, PG. 295, D.P.R.H.C.T.X.
VOL. 418, PG. 366, R.P.R.H.C.T.X.

BLOCK "A"

LOT 2
4.411 ACRES
192,162.32 SQ. FT.

AARON SCHRANDT AND
KAYLYN SCHRANDT
8.84 ACRES
DOCUMENT NO. 21017499
D.P.R.H.C.T.X.

CMA CUSTOM HOMES, INC.
512 ACRES
DOCUMENT NO. 04033558
VOLUME 2582, PAGE 750
D.P.R.H.C.T.X.

CMA CUSTOM HOMES, INC.
512 ACRES
DOCUMENT NO. 04033996
VOLUME 2585, PAGE 536
D.P.R.H.C.T.X.

N=13,947,552.32
E=2,316,310.09
ELEV. = 814.41

DETAIL "A"
4.00' x 10.00' MAILBOX EASEMENT
1" = 25'

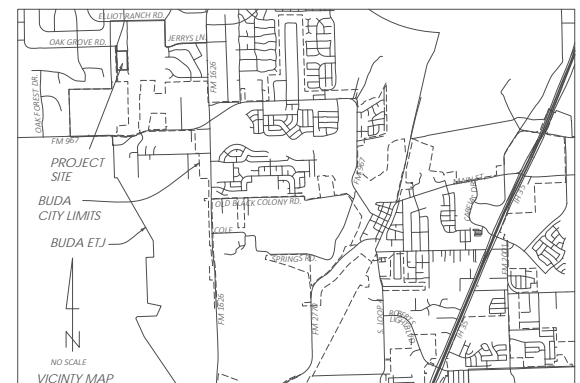
$\Delta=1^{\circ}53'59''$
 $R=173.52'$
 $L=5.75'$
CHD B=N41°39'45"E
CHD L=5.75'
 $\Delta=1^{\circ}42'09''$
 $R=183.52'$
 $L=5.45'$
CHD B=S44°48'15"W
CHD L=5.45'

DETAIL "B"
160.61 SQ. FT. - 0.004 ACRES
RIGHT OF WAY DEDICATION
1" = 100'

$\Delta=12^{\circ}00'32''$
 $R=168.52'$
 $L=35.32'$
CHD B=N51°57'37"E
CHD L=35.26'
 $\Delta=11^{\circ}24'08''$
 $R=173.52'$
 $L=34.53'$
CHD B=S57°30'23"W
CHD L=34.47'

DETAIL "C"
55.00' ACCESS EASEMENT
1" = 100'

$\Delta=22^{\circ}29'42''$
 $R=173.52'$
 $L=68.13'$
CHD B=N51°57'37"E
CHD L=67.69'



LOS ENCINOS DE PAZ FINAL PLAT

14.952 ACRES OUT OF THE PHILLIP J. ALLEN SURVEY,
SITUATED IN THE CITY OF BUDA ETJ, HAYS COUNTY, TEXAS

EASEMENTS:

ANY PUBLIC UTILITY, INCLUDING THE CITY, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS OR RIGHT-OF-WAY SHOWN ON THE PLAT (OR FILED BY SEPARATE INSTRUMENT THAT IS ASSOCIATED WITH SAID PROPERTY), AND ANY PUBLIC UTILITY, INCLUDING THE CITY, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. EASEMENTS SHALL BE MAINTAINED BY PROPERTY OWNERS. THE CITY CAN MOVE TREES OR ANY OTHER IMPROVEMENTS AND DOES NOT HAVE THE RESPONSIBILITY TO REPLACE THEM.

ESD NOTE:

THIS SUBDIVISION LIES WITHIN THE HAYS COUNTY ESD #8.

GENERAL NOTES:

1. THIS LOT FALLS WITHIN THE CITY OF BUDA EXTRATERRITORIAL JURISDICTION (ETJ).
2. THIS SUBDIVISION LIES WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
3. FEDERNALES ELECTRIC HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THESE PUBLIC UTILITY EASEMENTS CLEAR. FEDERNALES ELECTRIC WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
4. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE FEDERNALES ELECTRIC WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
5. A SITE DEVELOPMENT PERMIT ISSUED BY THE CITY OF BUDA SHALL BE REQUIRED PRIOR TO THE DEVELOPMENT ON THESE LOTS.
6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND NOT WITHIN THE CONTRIBUTING ZONE.
7. UTILITY SERVICES:
 - ELECTRIC - FEDERNALES ELECTRIC COOPERATIVE, INC.
 - TELEPHONE - VERIZON
 - WATER - ON-SITE WELL
 - WASTEWATER - INDIVIDUAL ON-SITE SEWAGE FACILITIES
8. A 15' PUBLIC UTILITY EASEMENT ALONG OAK GROVE ROAD, DODGEN WAY FRONTAGE AND THE WESTERLY PROPERTY LINE IS DEDICATED HERON.
9. ALL OTHER UTILITIES, GAS, CABLE, INTERNET, ETC. ARE THE OWNER'S RESPONSIBILITY.
10. NO PORTION OF THIS TRACT IS LOCATED WITHIN THE 100-YEAR FLOOD PLAIN PER THE NFIP, FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP PANEL NO. 48209C0260F, DATED SEPTEMBER 2, 2005.
11. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY. NO CONSTRUCTION OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.
12. NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC OR PRIVATE ROADWAY UNLESS:
 - (1) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751 - AND
 - (2) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721.
13. THIS PROPERTY LIES WITHIN THE BARTON SPRINGS-EDWARDS AQUIFER CONSERVATION DISTRICT.
14. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
15. MAILBOXES PLACED WITH THE RIGHT OF WAY SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN.
16. ALL LOTS SERVED BY A SHARED ACCESS DRIVEWAY ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE PER LOT AND IF ANY OTHER DEVELOPMENT OF A DWELLING UNIT OCCURS ON ANY OF THE LOTS OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY, THEN SUCH NEW DWELLING UNIT MUST BE CONSTRUCTED ON A SEPARATELY PLATTED LOT WITH DIRECT FRONTAGE ONTO AND PHYSICAL ACCESS TO A REGULATED ROADWAY PRIOR TO CONSTRUCTION OF THE DWELLING UNIT. A DUPLEX WILL NOT BE CONSIDERED A SINGLE FAMILY RESIDENCE FOR PURPOSES OF THIS SUBPARAGRAPH.
17. THE OWNERS OF THE SINGLE FAMILY RESIDENCES OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE OF THE DRIVEWAY, INCLUDING MAINTAINING ANY DRAINAGE STRUCTURES ASSOCIATED WITH THE DRIVEWAY. THE DRIVEWAY MUST BE MAINTAINED AT ALL TIMES IN A CONDITION THAT WILL PERMIT UNENCUMBERED VEHICULAR ACCESS BY EMERGENCY VEHICLES.
18. LOT 2 IS RESTRICTED TO ADVANCED ON-SITE SEWAGE FACILITY ONLY.

A TRACT OF LAND CONTAINING 14.952 ACRES OUT OF AND A PART OF THE PHILLIP J. ALLEN SURVEY, ABSTRACT NO. 1 IN HAYS COUNTY, TEXAS, AND BEING THE COMBINATION OF A CALLED 14.966 ACRE TRACT CONVEYED TO CHAD BARTLING AND DARSEY BARTLING BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED AS INSTRUMENT NO.: 21016981, O.P.R.H.C.T.X., TOGETHER WITH THAT 0.177 ACRE TRACT OF LAND CONVEYED TO CHAD BARTLING AND DARSEY BARTLING BY GENERAL WARRANTY DEED RECORDED AS INSTRUMENT NO. 21056885, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAVE AND EXCEPT THAT 0.191 ACRE TRACT OF LAND CONVEYED TO GARRY W. CONNER BY GENERAL WARRANTY DEED RECORDED AS INSTRUMENT NO. 21056884, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 14.952 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD WITH A METAL CAP FOUND IN THE ASPHALT AND CURVING SOUTHEAST RIGHT-OF-WAY OF OAK GROVE ROAD FOR THE NORTHWEST CORNER OF SAID 14.966 ACRE TRACT, THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT AND FOR THE MOST NORTHERLY NORTHEAST CORNER OF LOT ONE (1) OF THE FINAL PLAT OF HAYS CISD HIGH SCHOOL NUMBER 3 SUBDIVISION AS RECORDED IN DOCUMENT #19040379 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY:

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 168.52 FEET, A CHORD BEARING OF N 55° 22' 08" E, AND A CHORD DISTANCE OF 35.26 FEET TO A 1" IRON ROD FOUND IN THE ASPHALT ROADWAY AND IN THE WEST PROPERTY LINE OF LOT THREE (3) OF THE COX ADDITION AS RECORDED IN VOLUME 6, PAGE 294 OF THE HAYS COUNTY PLAT RECORDS, FOR THE NORTHEAST CORNER OF SAID 14.966 ACRE TRACT AND THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE S 02° 25' 34" E, WITH OAK GROVE ROAD RIGHT-OF-WAY, A DISTANCE OF 6.21 FEET TO THE CALCULATED NORTHEAST CORNER OF SAID 0.177 ACRE TRACT, SAID POINT BEING A POINT ON THE SOUTHEAST CURVED RIGHT OF WAY LIMITS OF SAID OAK GROVE ROAD, AS DEDICATED AND BEING THE NORTHWEST CORNER OF LOT 3, OF SAID COX ADDITION, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 173.52 FEET;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11° 05' 34" AN ARC LENGTH OF 33.59 FEET, TO A SET IRON ROD WITH CAP STAMPED "HAYES RPLS 5703", SAID POINT BEING SET AT A POINT OF INTERSECTION WITH A LINE BEING PARALLEL WITH AND 55.00 FEET EASTERLY OF THE WESTERLY LIMITS OF SAID 14.966 ACRE TRACT, ALSO BEING SET FOR THE NORTHEAST CORNER OF SAID 0.177 ACRE TRACT, AND FOR THE NORTHEAST CORNER HEREOF, HAVING A CHORD BEARING AND DISTANCE OF N 46° 15' 33" E, 33.54 FEET TO SAID POINT;

THENCE S 02° 23' 04" E, 320.14 FEET LEAVING THE OAK GROVE ROAD RIGHT-OF-WAY, WITH SAID PARALLEL LINE TO A SET IRON ROD WITH CAP STAMPED "HAYES RPLS 5703", SAID POINT BEING SET AT A POINT OF INTERSECTION IN THE SOUTH LINE OF SAID LOT 3, COX ADDITION AND NORTHERLY LIMITS OF SAID 14.966 ACRE TRACT, ALSO BEING THE SOUTHEAST CORNER OF SAID 0.177 ACRE TRACT AND BEING THE WEST CORNER OF SAID 0.191 ACRE TRACT, FOR AN ANGLE POINT IN THE NORTHERLY LIMITS HEREOF;

THENCE S 88° 39' 44" E, 554.75 FEET WITH THE SOUTHERLY LIMITS OF SAID 0.191 ACRE TRACT TO A POINT OF INTERSECTION IN THE COMMON EASTERLY LIMITS OF SAID 14.966 ACRE TRACT AND WEST RIGHT-OF-WAY OF DODGEN WAY, A 50' PRIVATE ACCESS DRIVE AND PIE AS SHOWN ON THE PLAT OF THE ESTATES OF DODGEN RANCH AS RECORDED IN VOLUME 8, PAGE 75 OF THE HAYS COUNTY PLAT RECORDS, FOR THE SOUTHEAST CORNER OF SAID 0.191 ACRE TRACT, AND NORTHEAST CORNER HEREOF;

THENCE S 01° 15' 25" E, A DISTANCE OF 1,044.61 FEET TO A WOOD FENCE POST FOUND FOR THE SOUTHEAST CORNER OF THE 1.40 ACRE TRACT, THE SOUTHEAST CORNER OF THIS 14.966 ACRE TRACT AND FOR THE NORTHEAST CORNER OF A CALLED 8.84 ACRE TRACT AS CONVEYED TO AARON AND KAYLYNN SCHRANDT BY CORRECTION WARRANTY DEED WITH VENDORS LIEN RECORDED AS DOCUMENT 21017499, O.P.R.H.C.T.X.;

THENCE S 88° 17' 53" W, AND AT 558.07 FEET PASSING A 1/2" IRON ROD FOUND IN THE EAST LINE OF A 30 FOOT WIDE ACCESS EASEMENT AS DESCRIBED IN SAID 8.84 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 588.07 FEET TO AN IRON ROD WITH CAP SET AS THE COMMON NORTHWEST CORNER OF SAID 8.84 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID 14.966 ACRE TRACT, AND AS A POINT IN THE EAST PROPERTY LINE OF LOT 1 OF THE FINAL PLAT OF HAYS CISD HIGH SCHOOL NUMBER 3 SUBDIVISION FOR THE SOUTHWEST CORNER HEREOF, FROM WHICH FOR REFERENCE A 1/2" IRON ROD FOUND FOR AN INTERIOR EL CORNER OF LOT 1 AND THE SOUTHWEST CORNER OF THE 1.40 ACRE TRACT BEARS S 02° 23' 04" E, A DISTANCE OF 663.71 FEET;

THENCE N 02° 23' 04" W, A DISTANCE OF 1,358.79 FEET TO THE POINT OF BEGINNING, CONTAINING 14.952 ACRES.

HAYS COUNTY WATER/WASTEWATER NOTE:

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

ERIC VAN GAASBEKE, R.S., C.F.M.
CHIEF ENVIRONMENTAL HEALTH SPECIALIST
HAYS COUNTY FLOODPLAIN ADMINISTRATOR
TCEQ LICENSE NO. 050028967

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS \$ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF HAYS \$

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

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS \$ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF HAYS \$

OWNER'S CERTIFICATION:

THAT THE UNDERSIGNED, CHAD BARTLING AND DARSEY BARTLING, OWNER OF 14.952 ACRES, AS RECORDED IN INSTRUMENT NUMBER 21016981, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, OUT OF THE PHILLIP J. ALLEN SURVEY, ABSTRACT NO. 1, DO HEREBY SUBDIVIDE SAID 14.966 ACRES TO BE KNOWN AS:

LOS ENCINOS DE PAZ FINAL PLAT

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

CHAD BARTLING, OWNER OF 14.966 ACRES DATE
220 MISSION TRAIL
WIMBERLEY, TEXAS 78676

DARSEY BARTLING, OWNER OF 14.966 ACRES DATE
220 MISSION TRAIL
WIMBERLEY, TEXAS 78676

STATE OF TEXAS \$ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF HAYS \$

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 20____, A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS \$ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF HAYS \$

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 20____, A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CITY CERTIFICATION:

I, ALCIA RAMIREZ, CITY CLERK OF THE CITY OF BUDA, HEREBY CERTIFY THAT THE ABOVE FOREGOING LOS ENCINOS DE PAZ FINAL PLAT, HAS BEEN SUBMITTED TO AND APPROVED ON BEHALF OF THE CITY COUNCIL OF THE CITY OF BUDA, TEXAS ON THE ____ DAY OF _____, 20____.

SAID PLAT SHALL BE SUBJECT TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BUDA.

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

ALICIA RAMIREZ, CITY CLERK
CITY OF BUDA, TEXAS

STATE OF TEXAS \$ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF HAYS \$

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK ____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS AS INSTRUMENT NUMBER _____ O.P.R.H.C.T.X.

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

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

ENGINEER'S CERTIFICATION:

I, TRAVIS FLAKE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE: _____
TRAVIS FLAKE - P.E. 109871
FLAKE ENGINEERING, PLLC
TEXAS FIRM NO.: F-22168



SURVEYOR'S CERTIFICATION:

I, RONALD D. HAYES, AM REGISTERED IN THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THAT THE MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

RONALD D. HAYES DATE
TEXAS REGISTRATION NO. 5703
TEXAS FIRM NO. 10055000
HAYES SURVEYING, LLC
202 SUNFLOWER DRIVE
KYLE, TX 78640





REQUEST FOR VARIANCE APPLICATION PACKET

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

WHAT IS A VARIANCE?

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

WHO MAY SEEK A VARIANCE?

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

ON WHAT GROUNDS MAY I SEEK A VARIANCE?

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

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

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

HOW DO I APPLY FOR A VARIANCE?

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

HOW LONG DOES IT TAKE TO COMPLETE THE VARIANCE PROCESS?

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

HOW MUCH DOES A VARIANCE REQUEST COST?

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



REQUEST FOR VARIANCE
Hays County, Texas

To be included with Plat Submittal
or Application for Development Authorization

For Office Use Only

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

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

OWNER INFORMATION:

Property Owner's Full Legal Name: Chad & Darsey Bartling
Property Owner's Mailing Address: 220 Mission Trail - Wimberley, TX 78676
Home Phone: _____ Work Phone: (512) 608-8247
Cell Phone: 737-344-8419 e-Mail Address: chad.bartling@verdeelec.com

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

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

Owner's Signature

STATE OF TEXAS
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____

(seal)

Notary Public
My Commission expires: _____

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: n/a
Applicant's Mailing Address: _____
Home Phone: _____ Work Phone: _____
Cell Phone: _____ e-Mail Address: _____

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): Los Encinos de Paz
911 street address for the Subject Property, if established: not established yet; Sterling Way has been approved
Proposed Plat Attached for reference (Attachment C)

Legal description:

Lot _____, Block _____, Subdivision _____, Sec _____, Phase _____

If not located in a subdivision: Survey Phillip J. Allen Survey (Attachment A for reference)

Abstract 1, Recorded (Vol/Page) June 9, 2020

Hays Central Appraisal District Property ID Number: R10167

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

Hays County Precinct in which the subject property is located: Precinct 2

This information can be obtained by calling (512) 393-2190.

ACTION REQUESTED:

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

All Applicants complete the following:

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

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
721.5.05(B)	"Flag Lots shall not be permitted, except if approved by the Commissioner's Court as consistent with the intent and spirit of these Regulations"	We are desiring to sub-divide (1) existing 14.966 acre tract into (2) single-family residential lots. One of these lots will be over 10 acres, but will result in a "flag lot" configuration. We are seeking a variance for this lot in order to proceed with the sub-division process.

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements

HARDSHIP FINDINGS (attach additional sheets if necessary):

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

Without an approved variance for this flag lot configuration, sub-dividing the current single lot configuration into (2) single-family residential lots will be impossible due to lack of access.

Access via Dodgen Way was requested to the residents of Dodgen Estates, and was subsequently denied. Obtaining this variance is the only possible access for Lot 1 shown on the Preliminary Plat.

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

We feel that a request to subdivide this tract into (2) single family residential lots/tracts is both reasonable, and beneficial. Given this, should the flag lot regulations be enforced, such a decision would a.) deny us from being able to proceed with our current plans to build a single family residence on Lot 1, while selling Lot 2 to another single family owner, and b.) be unreasonable in that, while true that we are sub-dividing, into 2 single family tracts, the current configuration is a flag lot. The end result would still be only one flag lot.

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

Given that a shared access drive already exists adjacent to the proposed entry of this flag lot, that is currently in regular use, no risk is posed to the environment or neighboring propertie(s) should this variance be approved. We have worked with our neighbor Garry Conner to trade land along our plat north property line to allow for a wider entrance along Oak Grove Rd. This added frontage will make ingress & egress safer for all residents who access via this drive. See Supplemental Attachment B for reference. Essentially, we swapped land with Mr. Conner (us along our northern line, and he along his western line) to give the shared access easement frontage an additional 25' along Oak Grove Rd.

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

The hardship sought to be avoided is not a.) a result of our own actions because, as stated in the response to Item 2, the lot's current configuration is a flag lot. Given this, we have not/will not cause/create a scenario different from that which has existed. Additionally, b.) no current financial hardship exists as we do not yet occupy, or live on the property with a condition or scenario that is forcing a hardship.

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

Granting on this variance will allow for current raw land to be cultivated into (2) single-family homesites. Beyond the fact that this will beautify and bring a higher degree of both function, and form to the current tract, it will also create (2) tax paying entities for Hays County.

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

This tract sits in the Edwards Aquifer recharge zone, and therefore has some impervious cover restrictions. Approval of this variance would allow for ingress/egress via a gravel drive as opposed to a Hays County spec asphalt R.O.W. There is currently an adjacent concrete driveway that services egress for Johnson HS. Requirement to build a Hays County spec'd R.O.W for access would not only cause project feasibility issues, but would also contribute to added impervious cover in the recharge area.

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

There are currently no other governmental requirements causing a conflict.

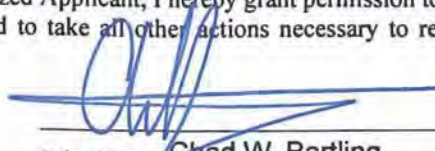
PRE-SUBMITTAL CHECKLIST

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

- ☐ Completed Subdivision Plat Submittal Form or Application for Development Authorization.
- ☐ Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.
- ☐ Other – List any other supplemental information submitted with this Application:
- Attachment A - Survey
- Attachment B - Conner/Bartling Land Swap
- Attachment C - Proposed Plat

OWNER'S/APPLICANT'S CERTIFICATION:

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

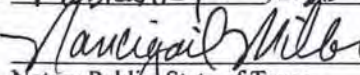


Print Name Chad W. Bartling

STATE OF TEXAS §
COUNTY OF HAYS §

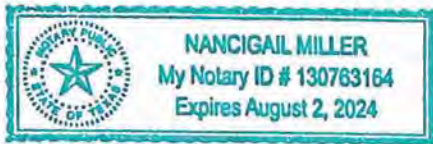
Subscribed and sworn to before me this 28th day of FEBRUARY, 2022.

(seal)



Notary Public, State of Texas

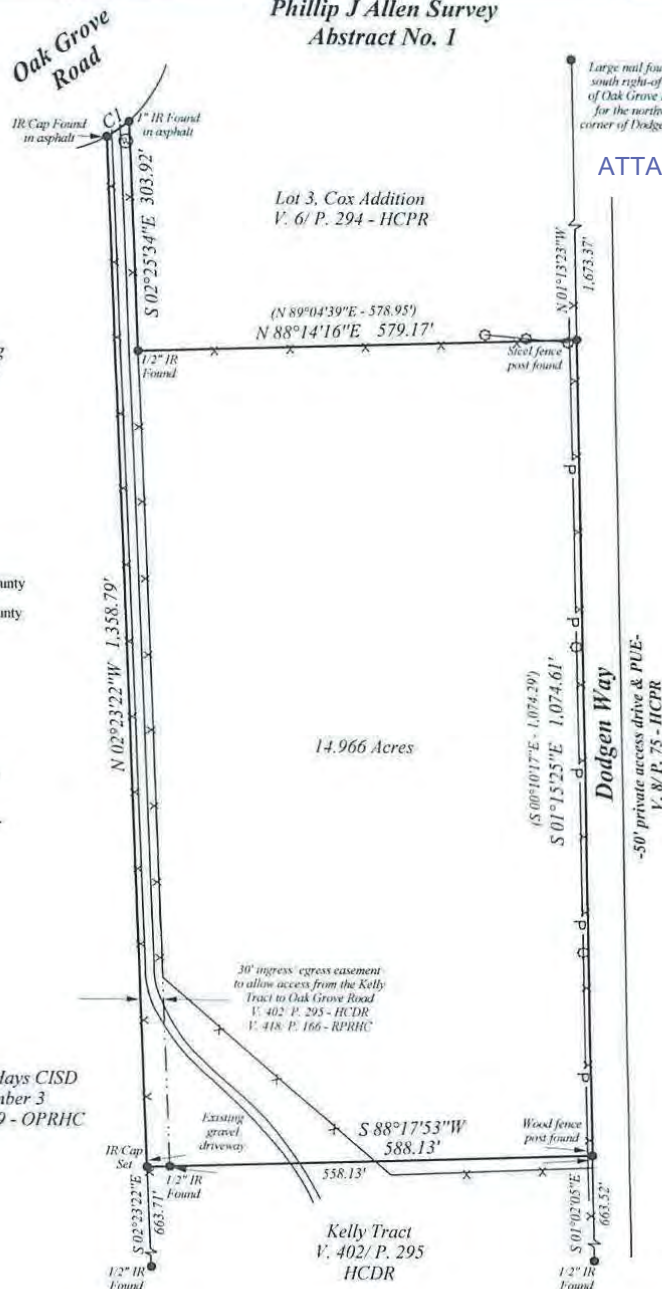
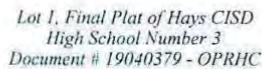
My Commission expires: 08/02/2024



*Reference metes and
bounds description
marked OKGRVR04*

Curve
1
Radius
168.52
Arc
35.32
Chord
35.26
Chord Bearing
N 55°22'09"E

OPRHC
Official Public Records of Hays County
RPRHC
Real Property Records of Hays County
HCPR
Hays County Plat Records
HCDR
Hays County Deed Records
() Data from recorded documents
V. 418/ P. 166 - RPRHC
Wireframe
-----x-----x-----
Overhead Powerline
-----P-----
Powerpole
○
Water Valve Box
⊗



Surveyor's Notes: Volume 402, Page 295, HCDR, & Volume 418, Page 166, RPRHC, describes an easement that provides access for this tract, and others, for access to Oak Grove Road. Fences are shown for graphic purposes and may meander along property lines slightly. All bearings and distances are based upon Texas State Plane Coordinate System, Texas South Central Zone, NAD 1983 datum.

**PLAT SHOWING SURVEY OF 14.966 ACRES OUT OF AND PART OF THE
PHILLIP J. ALLEN SURVEY, ABSTRACT NO. 1 IN HAYS COUNTY, TEXAS.**

FOR: Mike Kelly

GF: T-114387/ Texas National Title

DATE: June 9, 2020 ADDRESS: 16202 Oak Grove Road, Buda, Texas.

The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon and is essentially correct and that there are no visible discrepancies, encroachments, overlapping of improvements, visible utility easements or roadways, except as shown and that said property has access to a public road. Only those plats with a red surveyor's seal and red signature shall be deemed reliable and authentic.

Ronald D. Hayes, Registered Professional Land Surveyor, No. 5703

According to the scaling of Map Panel 0260 F of the September 2, 2005 insurance rate map for the County of Hays, Texas, the property described hereon is in the Zone "X" of the flood hazard area and determined to be outside the 100 year flood zone.

HAYES SURVEYING LLC
202 SUNFLOWER DRIVE
KYLE, TEXAS 78640
512-738-0511

File # OKGRVR04
Field Book # 91
Page # 49



METES & BOUNDS DESCRIPTION FOR 14.966 ACRES OF LAND

A tract of land containing 14.966 acres out of and part of the Phillip J. Allen Survey, Abstract No. 1 in Hays County, Texas, and being the combination of a called 14.0 acre tract as conveyed to James and Mary Kelly as recorded and described in Volume 418, Page 166 of the Hays County Deed Records, together with a portion of a called 1.40 acre tract as conveyed to James and Mary Kelly as recorded and described in Volume 3018, Page 885 of the Official Public Records of Hays County, said 14.966 acres being more particularly described as follows;

BEGINNING at an iron rod with a metal cap found in the asphalt and the curving southeast right-of-way of Oak Grove Road for the northwest corner of the aforementioned 1.40 acre tract, the northwest corner of this herein described tract and for the most northerly northeast corner of Lot One (1) of the Final Plat of Hays CISD High School Number 3 subdivision as recorded in Document # 19040379 of the Official Public Records of Hays County;

THENCE along a curve to the left with a radius of 168.52 feet, a chord bearing of N 55° 22' 09" E, and a chord distance of 35.32 feet to a 1" iron rod found in the asphalt roadway and in the west property line of Lot Three (3) of the Cox Addition as recorded in Volume 6, Page 294 of the Hays County Plat Records, for the northeast corner of the 1.40 acre tract and the northeast corner of this herein described tract;

THENCE S 02° 25' 34" E, leaving the Oak Grove Road right-of-way, a distance of 303.92 feet to a ½" iron rod found for the southwest corner of the Lot 3, Cox Addition, the northwest corner of the aforementioned 14.0 acre tract and for an interior ell corner of this 14.966 acre tract;

THENCE N 88° 14' 16" E, a distance of 579.17 feet to a steel fence post found in the west right-of-way of Dodgen Way, a 50' private access drive and PUE as shown on the plat of the Estates of Dodgen Ranch as recorded in Volume 8, Page 75 of the Hays County Plat Records, for the southeast corner of Lot 3, the northeast corner of the 14.0 acre tract and a northeast corner of this 14.966 acre tract, from which for reference a large nail found in the south right-of-way of Oak Grove Road for the northwest corner of Dodgen Way bears N 01° 13' 23" W, a distance of 1,673.37 feet;

THENCE S 01° 15' 25" E, a distance of 1,074.61 feet to a wood fence post found for the southeast corner of the 14.0 acre tract, the southeast corner of this 14.966 acre tract and for the northeast corner of a called 8.37 acre tract as conveyed to James and Mary Kelly in Volume 402, Page 295 of the Hays County Deed Records;

THENCE S 88° 17' 53" W, and at 558.13 feet passing a ½" iron rod found in the east property line of the 1.40 acre tract for the southwest corner of the 14.0 acre tract and the northwest corner of the 8.37 acre tract, in all a total distance of 588.13 feet to an iron rod with a cap set in the west property line of the 1.40 acre tract and the east property line of Lot 1 of the Final Plat of Hays CISD High School Number 3 subdivision for the southwest corner of this 14.966 acre tract, from which for reference a ½" iron rod found for an interior ell corner of Lot 1 and the southwest corner of the 1.40 acre tract bears S 02° 23' 22" E, a distance of 663.71 feet;

THENCE N 02° 23' 22" W, a distance of 1,358.79 feet to the POINT OF BEGINNING, containing 14.966 acres.

Together with a 30' ingress/ egress easement over and across the aforementioned Kelly 1.40 acre tract to provide access from the Kelly 8.37 acre tract to Oak Grove Road, a public right-of-way.

All bearings and distances are based upon Texas State Plane Coordinate System, Texas South Central Zone, NAD 1983 datum.

This is to certify that this description of land represents an actual survey made on the ground under my supervision in June of 2020. Only those documents with a red surveyor's signature and an accompanying red surveyor's seal shall be deemed reliable and authentic. Reference the sketch marked File # OKGRVR04.


Ronald D. Hayes, Registered Professional Land Surveyor, No. 5703



EXHIBIT "A"

0.177 ACRES METES & BOUNDS

BEING 0.177 ACRES OF LAND, MORE OR LESS, OUT OF THE PHILLIP J. ALLEN SURVEY, ABSTRACT NO. 1 SITUATED IN HAYS COUNTY, TEXAS, SAID 0.177 ACRES BEING A PORTION OF LOT 3, COX ADDITION, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 6, PAGE 294, PLAT RECORDS, HAYS COUNTY, TEXAS (P.R.H.C.TX.) CONVEYED TO GARRY W. CONNER AND BERTHA M. CONNER BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED AS DOCUMENT NO. 393105 IN VOLUME 1200, PAGE 816, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.177 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a found 1" iron rod, said point being accepted as a point in Southeasterly Right of Way limits of Oak Grove Road, 50.00 feet wide, also being accepted as the most Northerly, Northeast corner of that 14.966 acre tract conveyed to Chad Bartling and Darsey Bartling by Warranty Deed with Vendor's Lien recorded as Document No. 21016981, (O.P.R.H.C.TX.);


THENCE S 02° 25' 34" E, 6.21 feet with the Easterly limits of said 14.966 acre tract to an iron rod with cap set, said point being set as the Northwest corner of said Lot 3, for the TRUE POINT OF BEGINNING and Northwest corner hereof;

THENCE leaving the Southerly Right of Way limits of said Oak Grove Road, with the common limits of said 14.966 acre tract and said Lot 3, the following two (2) courses:

1. S 02° 25' 34" E, 297.71 feet to a found 1/2" iron rod, said point being accepted as an angle point in the Northerly limits of said 14.966 acre tract, also being accepted as the Southwest corner of said Lot 3, for the Southwest corner hereof;
2. N 88° 14' 16" E, 24.96 feet to an iron rod with cap set at a point of intersection with a line being parallel with and 55.00 feet Easterly of the Westerly limits of said 14.966 acre tract, for the Southeast corner hereof;

THENCE N 02° 23' 04" W, 320.14 feet leaving the Northerly limits of said 14.966 acre tract, through the interior of said Lot 3, with said parallel line to a set iron rod with cap, said point being set at a point of intersection with the curved Right of Way limits of said Oak Grove Drive, for the Northeast corner hereof, said curve being concave Northwesterly, having a radius of 173.52 feet;

THENCE Southwesterly with said curved Right of Way limits also being the Northerly limits of said Lot 3 to the right through an central angle of 11° 05' 34" an arc length of 33.59 feet, to the POINT OF BEGINNING hereof, having a chord bearing and distance of S 46° 15' 33" W, 33.54 to said point, containing a calculated area of 7,727.40 sq. ft., 0.177 acres said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "B" Survey sketch attached hereto and made a part hereof. All bearings shown are based on NAD 83 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface or ground distances.


 Ronald D. Hayes, RPLS 5703
 Hayes Surveying, LLC
 202 Sunflower Drive
 Kyle, TX. 78640
 (512)738-0511
 TBPLS Firm# 10055000

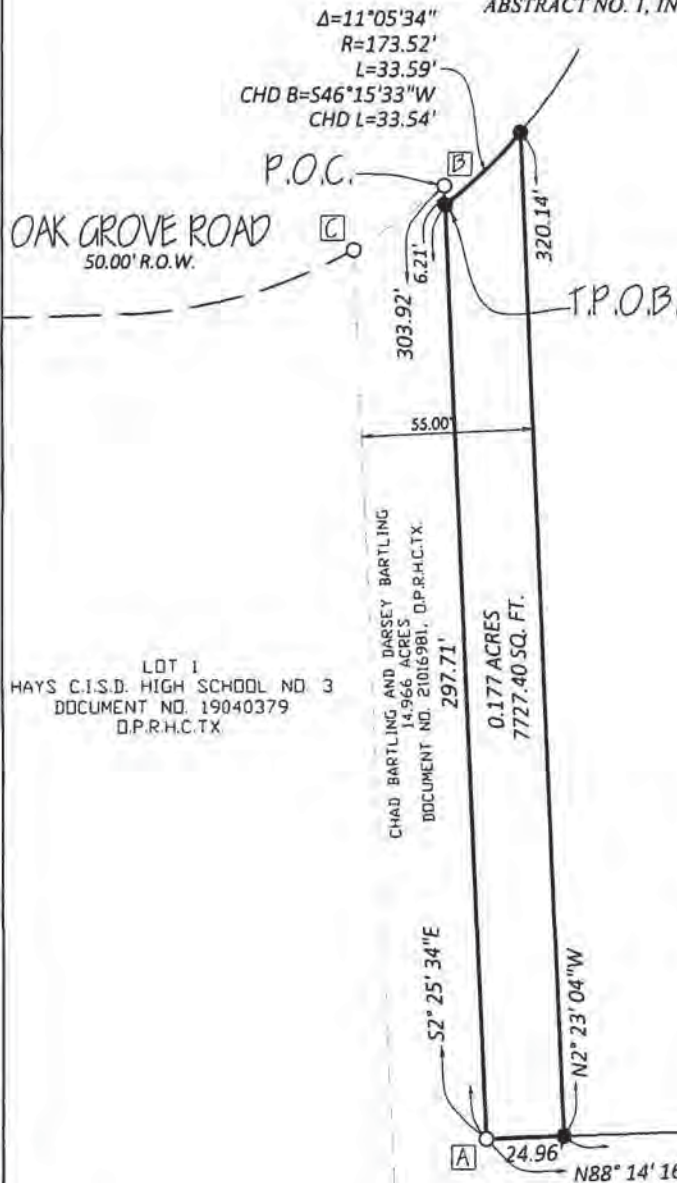
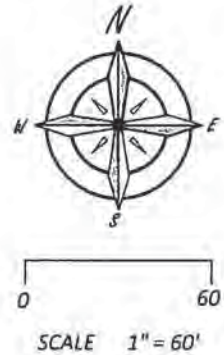


08/30/2021
 Date

EXHIBIT "B" SURVEY SKETCH

BEING 0.177 ACRES OUT OF THE PHILLIP J. ALLEN SURVEY,
ABSTRACT NO. 1, IN HAYS COUNTY, TEXAS

SHEET 2 OF 2 SHEETS



LOT 3
COX ADDITION
VOLUME 6, PAGE 294
P.R.H.C.TX.
GARRY W. CONNER AND
BERTHA M. CONNER
DOCUMENT NO. 393105
VOLUME 1200, PAGE 816
O.P.R.H.C.TX.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

NOTES:

- * THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
- ** OWNER INFORMATION SHOWN HEREON WAS DERIVED FROM INFORMATION PROVIDED BY THE COUNTY OF HAYS, PUBLIC RECORDS GIS WEBSITE, AND COUNTY CLERK RECORDS. NO TITLE SEARCH WAS PERFORMED BY HAYES SURVEYING, LLC DURING THE COURSE OF THIS SURVEY.

LINETYPE LEGEND:

- BOUNDARY
- - - - - RIGHT OF WAY
- - - - - ADJOINER

MONUMENT LEGEND / NOTES:

- Δ = CALCULATED POINT.
- = FOUND MONUMENT AS DESCRIBED.
- = SET IRON ROD WITH CAP STAMPED "HAYES RPLS 5703".
- [A] FOUND 1/2" IRON ROD.
- [B] FOUND 1" IRON ROD.
- [C] FOUND IRON ROD WITH CAP.
- [D] FOUND STEEL FENCE POST.

MONUMENT LEGEND / NOTES:

P.R.H.C.TX. = PLAT RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.TX. = OFFICIAL PUBLIC RECORDS,
HAYS COUNTY, TEXAS
P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = TRUE POINT OF BEGINNING

CHAD BARTLING AND DARSEY BARTLING
14.966 ACRES
DOCUMENT NO. 21016981
O.P.R.H.C.TX.

SURVEYOR'S CERTIFICATION:

I, RONALD D. HAYES, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY DIRECTION AND THAT THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. SEE EXHIBIT "A" SHEET 1 METES AND BOUNDS ATTACHED HERETO AND MADE A PART HEREOF.

[Signature] 08/30/2021
RONALD D. HAYES, RPLS 5703
HAYES SURVEYING, LLC
TBPS FIRM #: 10055000
202 SUNFLOWER DRIVE
KYLE TX, 78640
512-738-0511



EXHIBIT "A"

0.191 ACRES METES & BOUNDS

BEING 0.191 ACRES OF LAND, MORE OR LESS, OUT OF THE PHILLIP J. ALLEN SURVEY, ABSTRACT NO. 1 SITUATED IN HAYS COUNTY, TEXAS, SAID 0.191 ACRES BEING A PORTION OF THAT 14.966 ACRE TRACT CONVEYED TO CHAD BARTLING AND DARSEY BARTLING BY WARRANTY DEED WITH VENDOR'S LIEN AS DOCUMENT NO. 21016981, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.191 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a found 1" iron rod, said point being accepted as a point in Southeasterly Right of Way limits of Oak Grove Road, 50.00 feet wide, also being accepted as the Northeasterly corner of said 14.966 acre tract;

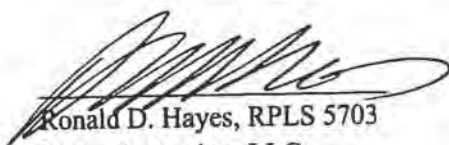
THENCE with the common limits of Lot 3, Cox Addition, according to the map or plat recorded in Volume 6, Page 294, Plat Records, Hays County, Texas (P.R.H.C.TX.) conveyed to Garry W. Conner and Bertha M. Conner by Warranty Deed with Vendor's Lien as Document No. 393105 in Volume 1200, page 816, (O.P.R.H.C.TX.) and the Easterly limits of said 14.966 acre tract, the following two (2) courses:

1. S 02° 25' 34" E, 303.92 feet to a found 1/2" iron rod, said point being accepted as the COMMON Southwest corner of said Lot 3, and an angle point in the Northerly limits of said 14.966 acre tract, passing at 6.21 feet the Northwest corner of said Lot 3;
2. N 88° 14' 16" E, 24.96 feet to An iron rod with cap set at a point of intersection with a line being parallel with and 55.00 feet Easterly of the Westerly limits of said 14.966 acre tract, for the TRUE POINT OF BEGINNING and most Westerly corner hereof;

THENCE N 88° 14' 16" E, 554.21 feet continuing with the common Southerly limits of said Lot 3 and the Northerly limits of said 14.966 acre tract to a found steel fence post, said point being accepted as the Southeast corner of said Lot 3, also being accepted as a point in the Westerly Right of Way limits of Dodgen Way, a Private access Drive & Electric Easement, and being accepted as the Northeast corner of said 14.966 acre tract, for the Northeast corner hereof;

THENCE S 01° 15' 25" E, 30.00 feet leaving the Southerly limits of said Lot 3, with the common Westerly Right of Way limits of said Dodgen Way and the Easterly limits of said 14.966 acre tract to an iron rod with cap set, said point being set for the Southeast corner hereof;

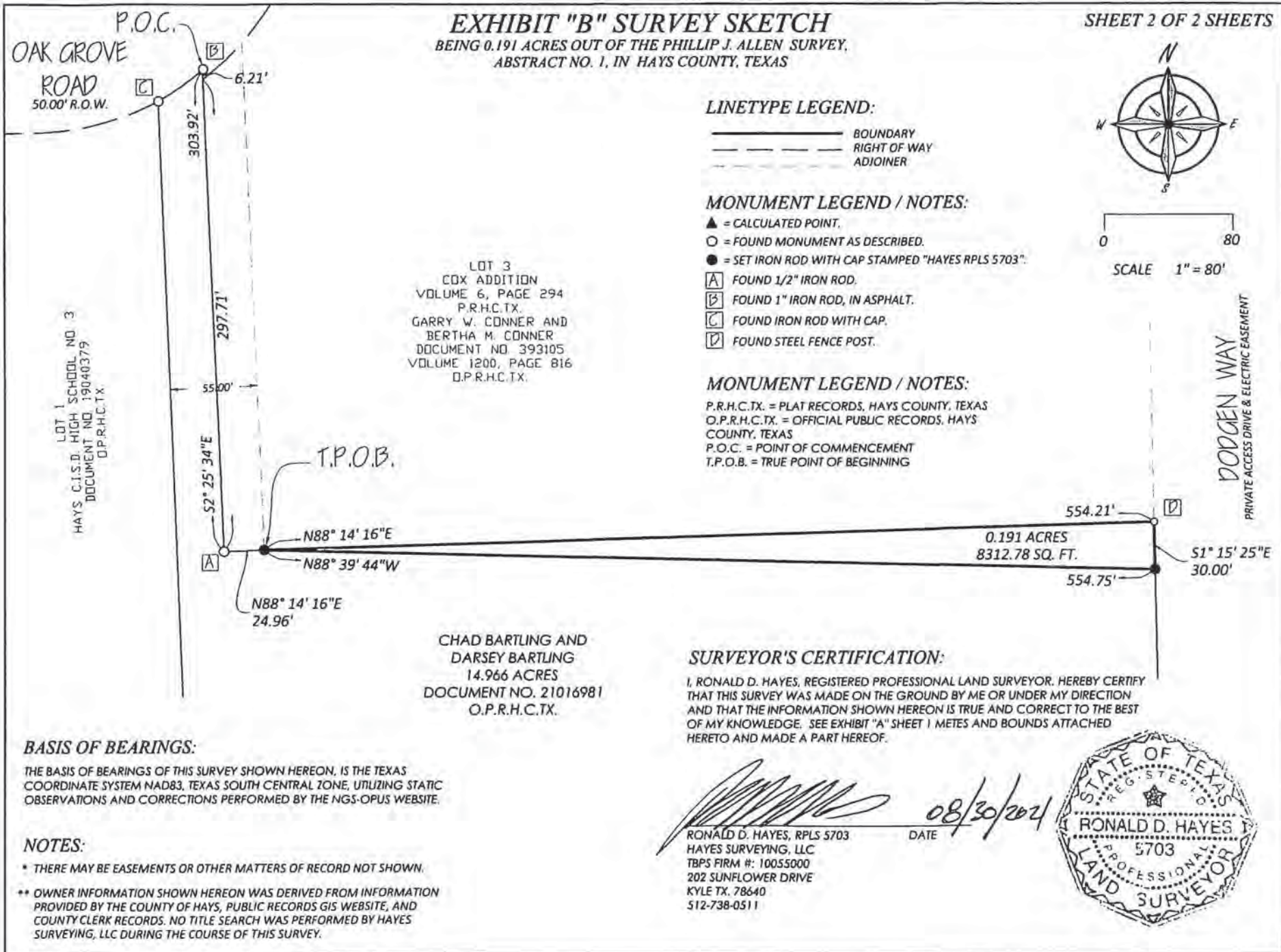
THENCE N 88° 39' 44" W, 554.75 feet leaving the Westerly Right of Way limits of said Dodgen Way, through the interior of said 14.966 acre tract to the POINT OF BEGINNING hereof, containing a calculated area of 8,312.78 sq. ft., 0.191 acres said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "B" Survey sketch attached hereto and made a part hereof. All bearings shown are based on NAD 83 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface or ground distances.


Ronald D. Hayes, RPLS 5703

Hayes Surveying, LLC
202 Sunflower Drive
Kyle, TX. 78640
(512)738-0511
TBPLS Firm# 10055000



08/30/2021
Date



LOT TABLE				
BLOCK	LOT	SQ. FT.	ACRES	USE
A	1	458,973.48	10.537	DEVELOPMENT
A	2	192,162.32	4.411	DEVELOPMENT

2 DEVELOPMENT LOTS=651,135.80 SQ. FT. - 14.948 ACRES
R.O.W. DEDICATION=160.61 SQ. FT. - 0.004 ACRES
TOTAL=651,296.41 SQ. FT. - 14.952 ACRES

OWNER: CHAD AND DARSEY BARTLING - CHAD.BARTLING@VERDEELEC.COM
ACRES: 14.952
ENGINEER: FLAKE ENGINEERING, PLLC, TEXAS FIRM NO. F-22188
TRAVIS FLAKE, P.E. 1019871 - TRAVIS@FLAKEENGINEERING.COM
SURVEYOR: HAYES SURVEYING, LLC, TEXAS FIRM NO. 10055000
RONALD D. HAYES, TEXAS REGISTRATION NO. 5703 - RDHAYES@AUSTIN.TX.RR.COM
PLAT PREPARATION: SPOT ON SURVEYING, INC.,
TEXAS FIRM NO. 10193894 - INFO@SPOTONSURVEYING.COM

LOTS: 2
 BLOCKS: 1
 CENTERLINE LINEAR FOOTAGE: 0'
 CONNECTIONS TO PUBLIC R.O.W., OAK GROVE: 1
 SUBMITTAL DATE: JULY 26, 2021
 PHILLIP J. ALLEN SURVEY NO. 5, ABSTRACT NO. 1
 BENCHMARK: HAYS COUNTY MONUMENT NO. H062
 ELEV. OF 814.41', NAVD 88 DATUM.
 R.O.W. DEDICATION: 0.004 ACRES
 DEVELOPMENT LOTS: 14.948 ACRES
 DEVELOPMENT LOTS: 2

10.00 ACRES OR LARGER:
LARGER THAN 5.00 ACRES AND SMALLER THAN 10.00 ACRES:
2.00 ACRES OR LARGER UP TO 5.00 ACRES
LARGER THAN 1.00 ACRE AND SMALLER THAN 2.00 ACRES:
SMALLER THAN 1.00 ACRE:

D.R.H.C.TX. = DEED RECORDS OF HAYS COUNTY, TEXAS
P.R.H.C.TX. = PLAT RECORDS OF HAYS COUNTY, TEXAS
O.P.R.H.C.TX. = OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
O.R.H.C.TX. = OFFICIAL RECORDS, HAYS COUNTY, TEXAS
R.P.R.H.C.TX. = REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS
P.O.B. = POINT OF BEGINNING
P.U.E. = PUBLIC UTILITY EASEMENT

Δ = CALCULATED POINT.
 ○ = FOUND MONUMENT AS DESCRIBED.
 ■ = SET IRON ROD WITH CAP STAMPED "HAYES RPI S 5703"

☒ FOUND 1/2" IRON ROD.

☐ FOUND IRON ROD WITH CAP.
☐ FOUND STEEL FENCE POST.
☐ FOUND WOOD FENCE POST.
☐ FOUND IRON ROD WITH CAP STAMPED "HAYES RPLS 5703"
☐ FOUND HAYS COUNTY MONUMENT NO. H062.
☐ FOUND IRON ROD WITH CAP STAMPED "KC ENG".

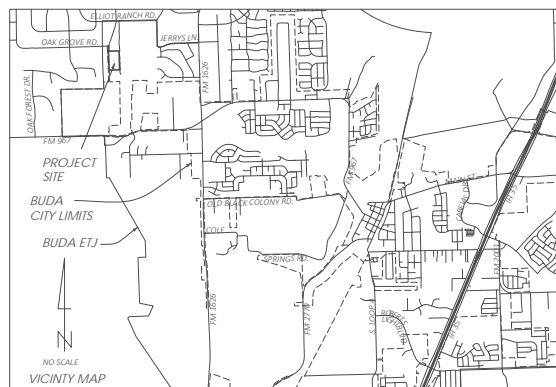
- ===== BOUNDARY
- - - - - EASEMENT
- - - - - RIGHT OF WAY
- - - - - ADJOINERS

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE AND VERIFIED BY LOCATING HAYS COUNTY MONUMENT NO. H062

ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE NOTED

NO PORTION OF THIS TRACT IS LOCATED WITHIN THE 100-YEAR FLOOD PLAIN PER THE NFIP, FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP PANEL NO. 48209C0260F, DATED SEPTEMBER 2, 2005.

THIS TRACT FALLS WITHIN ZONE "X".
(AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)

[illegible]

LOT 3
COX ADDITION
VOLUME 6, PAGE 294
P.R.H.C.TX.
GARRY W. CONNER AND
BERTHA M. CONNER
DOCUMENT NO. 393105
VOLUME 1200, PAGE 816
D.P.R.H.C.TX.

GARRY W. CONNER AND
BERTHA M. CONNER
0.191 ACRES PER
INST. NO. 21056884
D.P.R.H.C.TX.

LOT 1
10.537 ACRES
458,973.48 SQ. FT.

STERLING WAY
30' WIDE ACCESS EASEMENT
VOL. 402, PG. 295, D.R.H.C.TX.
VOL. 418, PG. 166, R.P.R.H.C.TX.

BLOCK "A"

LOT 2
4.411 ACRES
192,162.32 SQ. FT.

AARON SCHRANDT AND
KAYLYNN SCHRANDT
8.84 ACRES
DOCUMENT NO. 21017499
D.P.R.C.TX.

DETAIL "B"
 160.61 SQ. FT. - 0.004 ACRES
 RIGHT OF WAY DEDICATION
 1" = 100'
 $\Delta = 12^{\circ}00'32''$
 $R = 168.52'$
 $L = 35.32'$
 CHD B = $N55^{\circ}22'08''E$
 CHD L = $35.26'$
 $S3^{\circ}25'34''E$
 6.21'
 $N2^{\circ}23'04''W$
 4.69'
 $\Delta = 11^{\circ}24'08''$
 $R = 173.52'$
 $L = 34.53'$
 CHD B = $S57^{\circ}30'23''W$
 CHD L = $34.47'$
 STERING WAY

DETAIL "C"
 55.00' ACCESS EASEMENT
 1" = 100'

Δ=22°29'42"
 R=173.52'
 L=68.13'
 CHD B=N43°15'27.7"E
 CHD L=67.69'

380.65'
 320.14'
 514.36'
 S87°36'56"W
 N42°23'04"W
 STERLING WAY

DETAIL "A"

4.00' x 10.00' MAILBOX EASEMENT

1" = 25'

$\Delta=1^{\circ}53'59''$
 $R=173.52'$
L=5.75'
CHD B=N41°39'45"E
CHD L=5.75'

N2°23'04"W
13.78'

S2°23'04"E
14.21'

$\Delta=1^{\circ}42'09''$
 $R=183.52'$
L=5.45'
CHD B=S44°48'15"W
CHD L=5.45'

LOS ENCINOS DE PAZ FINAL PLAT

14.952 ACRES OUT OF THE PHILLIP J. ALLEN SURVEY,
SITUATED IN THE CITY OF BUDA ETJ, HAYS COUNTY, TEXAS

EASEMENTS:

ANY PUBLIC UTILITY, INCLUDING THE CITY, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS OR RIGHT-OF-WAY SHOWN ON THE PLAT (OR FILED BY SEPARATE INSTRUMENT THAT IS ASSOCIATED WITH SAID PROPERTY), AND ANY PUBLIC UTILITY, INCLUDING THE CITY, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. EASEMENTS SHALL BE MAINTAINED BY PROPERTY OWNERS. THE CITY CAN MOVE TREES OR ANY OTHER IMPROVEMENTS AND DOES NOT HAVE THE RESPONSIBILITY TO REPLACE THEM.

ESD NOTE:

THIS SUBDIVISION LIES WITHIN THE HAYS COUNTY ESD #8.

GENERAL NOTES:

1. THIS LOT FALLS WITHIN THE CITY OF BUDA EXTRATERRITORIAL JURISDICTION (ETJ).
2. THIS SUBDIVISION LIES WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
3. FEDERNALES ELECTRIC HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THESE PUBLIC UTILITY EASEMENTS CLEAR. FEDERNALES ELECTRIC WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
4. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE FEDERNALES ELECTRIC WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
5. A SITE DEVELOPMENT PERMIT ISSUED BY THE CITY OF BUDA SHALL BE REQUIRED PRIOR TO THE DEVELOPMENT ON THESE LOTS.
6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND NOT WITHIN THE CONTRIBUTING ZONE.
7. UTILITY SERVICES:
 - ELECTRIC - FEDERNALES ELECTRIC COOPERATIVE, INC.
 - TELEPHONE - VERIZON
 - WATER - ON-SITE WELL
 - WASTEWATER - ON-SITE OSSF SYSTEM
8. A 15' PUBLIC UTILITY EASEMENT ALONG OAK GROVE ROAD, DODGEN WAY FRONTAGE AND THE WESTERLY PROPERTY LINE IS DEDICATED HEREON.
9. ALL OTHER UTILITIES, GAS, CABLE, INTERNET, ETC. ARE THE OWNER'S RESPONSIBILITY.
10. NO PORTION OF THIS TRACT IS LOCATED WITHIN THE 100-YEAR FLOOD PLAIN PER THE NFIP, FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP PANEL NO. 48209C0206F, DATED SEPTEMBER 2, 2005.
11. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY. NO CONSTRUCTION OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.
12. NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC OR PRIVATE ROADWAY UNLESS:
 - (1) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751 - AND
 - (2) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721.
13. THIS PROPERTY LIES WITHIN THE BARTON SPRINGS-EDWARDS AQUIFER CONSERVATION DISTRICT.
14. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
15. MAILBOXES PLACED WITH THE RIGHT OF WAY SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN.
16. ALL LOTS SERVED BY A SHARED ACCESS DRIVEWAY ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE PER LOT AND IF ANY OTHER DEVELOPMENT OF A DWELLING UNIT OCCURS ON ANY OF THE LOTS OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY, THEN SUCH NEW DWELLING UNIT MUST BE CONSTRUCTED ON A SEPARATELY PLATTED LOT WITH DIRECT FRONTAGE ONTO AND PHYSICAL ACCESS TO A REGULATED ROADWAY PRIOR TO CONSTRUCTION OF THE DWELLING UNIT. A DUPLEX WILL NOT BE CONSIDERED A SINGLE FAMILY RESIDENCE FOR PURPOSES OF THIS SUBPARAGRAPH.
17. THE OWNERS OF THE SINGLE FAMILY RESIDENCES OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE OF THE DRIVEWAY, INCLUDING MAINTAINING ANY DRAINAGE STRUCTURES ASSOCIATED WITH THE DRIVEWAY. THE DRIVEWAY MUST BE MAINTAINED AT ALL TIMES IN A CONDITION THAT WILL PERMIT UNENCUMBERED VEHICULAR ACCESS BY EMERGENCY VEHICLES.
18. LOT 2 IS RESTRICTED TO ADVANCED ON-SITE SEWAGE SYSTEMS ONLY.

A TRACT OF LAND CONTAINING 14.952 ACRES OUT OF AND A PART OF THE PHILLIP J. ALLEN SURVEY, ABSTRACT NO. 1 IN HAYS COUNTY, TEXAS, AND BEING THE COMBINATION OF A CALLED 14.966 ACRE TRACT CONVEYED TO CHAD BARTLING AND DARSEY BARTLING BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED AS INSTRUMENT NO.: 21016981, O.P.R.H.C.T.X., TOGETHER WITH THAT 0.177 ACRE TRACT OF LAND CONVEYED TO CHAD BARTLING AND DARSEY BARTLING BY GENERAL WARRANTY DEED RECORDED AS INSTRUMENT NO. 21056885, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAVE AND EXCEPT THAT 0.191 ACRE TRACT OF LAND CONVEYED TO GARRY W. CONNER BY GENERAL WARRANTY DEED RECORDED AS INSTRUMENT NO. 21056884, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 14.952 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD WITH A METAL CAP FOUND IN THE ASPHALT AND CURVING SOUTHEAST RIGHT-OF-WAY OF OAK GROVE ROAD FOR THE NORTHWEST CORNER OF SAID 14.966 ACRE TRACT, THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT FOR THE MOST NORTHERLY NORTHEAST CORNER OF LOT ONE (1) OF THE FINAL PLAT OF HAYS CISD HIGH SCHOOL NUMBER 3 SUBDIVISION AS RECORDED IN DOCUMENT #19040379 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY:

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 168.52 FEET, A CHORD BEARING OF N 55° 22' 08" E, AND A CHORD DISTANCE OF 35.26 FEET TO A 1" IRON ROD FOUND IN THE ASPHALT ROADWAY AND IN THE WEST PROPERTY LINE OF LOT THREE (3) OF THE COX ADDITION AS RECORDED IN VOLUME 6, PAGE 294 OF THE HAYS COUNTY PLAT RECORDS, FOR THE NORTHEAST CORNER OF SAID 14.966 ACRE TRACT AND THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE S 02° 25' 34" E, WITH OAK GROVE ROAD RIGHT-OF-WAY, A DISTANCE OF 6.21 FEET TO THE CALCULATED NORTHEAST CORNER OF SAID 0.177 ACRE TRACT, SAID POINT BEING A POINT ON THE SOUTHEAST CURVED RIGHT OF WAY LIMITS OF SAID OAK GROVE ROAD, AS DEDICATED AND BEING THE NORTHWEST CORNER OF LOT 3, OF SAID COX ADDITION, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 173.52 FEET;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11° 05' 34" AN ARC LENGTH OF 33.59 FEET, TO A SET IRON ROD WITH CAP STAMPED "HAYES RPLS 5703", SAID POINT BEING SET AT A POINT OF INTERSECTION WITH A LINE BEING PARALLEL WITH AND 55.00 FEET EASTERLY OF THE WESTERLY LIMITS OF SAID 14.966 ACRE TRACT, ALSO BEING SET FOR THE NORTHEAST CORNER OF SAID 0.177 ACRE TRACT, AND FOR THE NORTHEAST CORNER HEREOF, HAVING A CHORD BEARING AND DISTANCE OF N 46° 15' 33" E, 33.54 FEET TO SAID POINT;

THENCE S 02° 23' 04" E, 320.14 FEET LEAVING THE OAK GROVE ROAD RIGHT-OF-WAY, WITH SAID PARALLEL LINE TO A SET IRON ROD WITH CAP STAMPED "HAYES RPLS 5703", SAID POINT BEING SET AT A POINT OF INTERSECTION IN THE SOUTH LINE OF SAID LOT 3, COX ADDITION AND NORTHERLY LIMITS OF SAID 14.966 ACRE TRACT, ALSO BEING THE SOUTHEAST CORNER OF SAID 0.177 ACRE TRACT AND BEING THE WEST CORNER OF SAID 0.191 ACRE TRACT, FOR AN ANGLE POINT IN THE NORTHERLY LIMITS HEREOF;

THENCE S 88° 39' 44" E, 554.75 FEET WITH THE SOUTHERLY LIMITS OF SAID 0.191 ACRE TRACT TO A POINT OF INTERSECTION IN THE COMMON EASTERLY LIMITS OF SAID 14.966 ACRE TRACT AND WEST RIGHT-OF-WAY OF DODGEN WAY, A 50' PRIVATE ACCESS DRIVE AND PIE AS SHOWN ON THE PLAT OF THE ESTATES OF DODGEN RANCH AS RECORDED IN VOLUME 8, PAGE 75 OF THE HAYS COUNTY PLAT RECORDS, FOR THE SOUTHEAST CORNER OF SAID 0.191 ACRE TRACT, AND NORTHEAST CORNER HEREOF;

THENCE S 01° 15' 25" E, A DISTANCE OF 1,044.61 FEET TO A WOOD FENCE POST FOUND FOR THE SOUTHEAST CORNER OF THE 1.40 ACRE TRACT, THE SOUTHEAST CORNER OF THIS 14.966 ACRE TRACT AND FOR THE NORTHEAST CORNER OF A CALLED 8.84 ACRE TRACT AS CONVEYED TO AARON AND KAYLYNN SCHRANDT BY CORRECTION WARRANTY DEED WITH VENDORS LIEN RECORDED AS DOCUMENT 21017499, O.P.R.H.C.T.X.;

THENCE S 88° 17' 53" W, AND AT 558.07 FEET PASSING A 1/2" IRON ROD FOUND IN THE EAST LINE OF A 30 FOOT WIDE ACCESS EASEMENT AS DESCRIBED IN SAID 8.84 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 588.07 FEET TO AN IRON ROD WITH CAP SET AS THE COMMON NORTHWEST CORNER OF SAID 8.84 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID 14.966 ACRE TRACT, AND AS A POINT IN THE EAST PROPERTY LINE OF LOT 1 OF THE FINAL PLAT OF HAYS CISD HIGH SCHOOL NUMBER 3 SUBDIVISION FOR THE SOUTHWEST CORNER HEREOF, FROM WHICH FOR REFERENCE A 1/2" IRON ROD FOUND FOR AN INTERIOR EL CORNER OF LOT 1 AND THE SOUTHWEST CORNER OF THE 1.40 ACRE TRACT BEARS S 02° 23' 04" E, A DISTANCE OF 663.71 FEET;

THENCE N 02° 23' 04" W, A DISTANCE OF 1,358.79 FEET TO THE POINT OF BEGINNING, CONTAINING 14.952 ACRES.

HAYS COUNTY WATER/WASTEWATER NOTE:

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

ERIC VAN GAASBEK, R.S., C.F.M.
CHIEF ENVIRONMENTAL HEALTH SPECIALIST
HAYS COUNTY FLOODPLAIN ADMINISTRATOR
TCEQ LICENSE NO. 050028967

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS \$ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF HAYS \$

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

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS \$ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF HAYS \$

OWNER'S CERTIFICATION:

THAT THE UNDERSIGNED, CHAD BARTLING AND DARSEY BARTLING, OWNER OF 14.952 ACRES, AS RECORDED IN INSTRUMENT NUMBER 21016981, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, OUT OF THE PHILLIP J. ALLEN SURVEY, ABSTRACT NO. 1, DO HEREBY SUBDIVIDE SAID 14.966 ACRES TO BE KNOWN AS:

LOS ENCINOS DE PAZ FINAL PLAT

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

CHAD BARTLING, OWNER OF 14.966 ACRES DATE
220 MISSION TRAIL
WIMBERLEY, TEXAS 78676

DARSEY BARTLING, OWNER OF 14.966 ACRES DATE
220 MISSION TRAIL
WIMBERLEY, TEXAS 78676

STATE OF TEXAS \$ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF HAYS \$

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 20____, A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS \$ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF HAYS \$

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 20____, A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CITY CERTIFICATION:

I, ALCIA RAMIREZ, CITY CLERK OF THE CITY OF BUDA, HEREBY CERTIFY THAT THE ABOVE FOREGOING LOS ENCINOS DE PAZ FINAL PLAT, HAS BEEN SUBMITTED TO AND APPROVED ON BEHALF OF THE CITY COUNCIL OF THE CITY OF BUDA, TEXAS ON THE ____ DAY OF _____, 20____.

SAID PLAT SHALL BE SUBJECT TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BUDA.

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

ALCIA RAMIREZ, CITY CLERK
CITY OF BUDA, TEXAS

STATE OF TEXAS \$ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF HAYS \$

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK ____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS AS INSTRUMENT NUMBER _____ O.P.R.H.C. TX.

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

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

ENGINEER'S CERTIFICATION:

I, TRAVIS FLAKE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE: _____
TRAVIS FLAKE - P.E. 109871
FLAKE ENGINEERING, PLLC
TEXAS FIRM NO.: F-22168



SURVEYOR'S CERTIFICATION:

I, RONALD D. HAYES, AM REGISTERED IN THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THAT THE MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

RONALD D. HAYES DATE
TEXAS REGISTRATION NO. 5703
TEXAS FIRM NO. 10055000
HAYES SURVEYING, LLC
202 SUNFLOWER DRIVE
KYLE, TX 78640



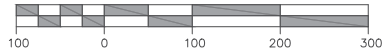
TREE SURVEY PROPOSED LOS ENCINOS DE PAZ FINAL PLAT

14.952 ACRES OUT OF THE PHILLIP J. ALLEN SURVEY,
SITUATED IN THE CITY OF BUDA ETJ, HAYS COUNTY, TEXAS

SHEET 3 OF 3 SHEETS



GRAPHIC SCALE



LOT TABLE			
BLOCK	LOT	SQ. FT.	ACRES
A	1	458,973.48	10.537
A	2	192,162.32	4.411

AREA CALCULATIONS

2 DEVELOPMENT LOTS = 651,135.80 SQ. FT. - 14.948 ACRES
R.O.W. DEDICATION = 160.61 SQ. FT. - 0.004 ACRES
TOTAL = 651,129.41 SQ. FT. - 14.952 ACRES

GENERAL INFORMATION BLOCK:

OWNER: CHAD AND DARSEY BARTLING - CHAD.BARTLING@VERDELEC.COM
ACRES: 14.952
ENGINEER: FLAKE ENGINEERING, PLLC, TEXAS FIRM NO. F-22188
TRAVIS FLAKE, P.E. 109871 - TRAVIS@FLAKEENGINEERING.COM
SURVEYOR: HAYES SURVEYING, LLC, TEXAS FIRM NO. 10055000
RONALD D. HAYES, TEXAS REGISTRATION NO. 5703 - ROHAYES@AUSTIN.RR.COM
PLAT PREPARATION: SPOT ON SURVEYING, INC.
TEXAS FIRM NO. 10193894 - INFO@SPOTONSURVEYING.COM

LOTS 2
BLOCKS: 1
CENTERLINE LINEAR FOOTAGE: 0'
CONNECTIONS TO PUBLIC R.O.W. OAK GROVE: 1
SUBMITTAL DATE: JULY 26, 2021
PHILLIP J. ALLEN SURVEY NO. 5, ABSTRACT NO. 1
BENCHMARK: HAYS COUNTY MONUMENT NO. H062
ELEV. OF 914.41, NAVD 88 DATUM.
R.O.W. DEDICATION: 0.004 ACRES
DEVELOPMENT LOTS: 14.948 ACRES
DEVELOPMENT LOTS: 2

LEGEND:

D.R.H.C.T.X. = DEED RECORDS OF HAYS COUNTY, TEXAS
P.R.H.C.T.X. = PLAT RECORDS OF HAYS COUNTY, TEXAS
O.P.R.H.C.T.X. = OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
O.H.C.T.X. = OFFICIAL RECORDS, HAYS COUNTY, TEXAS
P.R.H.C.T.X. = REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS
P.O.B. = POINT OF BEGINNING
P.U.E. = PUBLIC UTILITY EASEMENT

MONUMENT LEGEND / NOTES:

- △ = CALCULATED POINT
- = FOUND MONUMENT AS DESCRIBED
- = SET IRON ROD WITH CAP STAMPED "HAYES RPLS 5703"
- = FOUND 1/2" IRON ROD
- = FOUND IRON ROD WITH CAP
- = FOUND STEEL FENCE POST
- = FOUND WOOD FENCE POST
- = FOUND IRON ROD WITH CAP STAMPED "HAYES RPLS 5703"
- = FOUND HAYS COUNTY MONUMENT NO. H062
- = FOUND IRON ROD WITH CAP STAMPED "KC ENG"

LINE TYPE LEGEND:

- = BOUNDARY
- - - = EASEMENT
- - - = RIGHT OF WAY
- - - = ADJOINERS

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, SOUTH CENTRAL ZONE, UTILIZING STATE OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE AND VERIFIED BY LOCATING HAYS COUNTY MONUMENT NO. H062

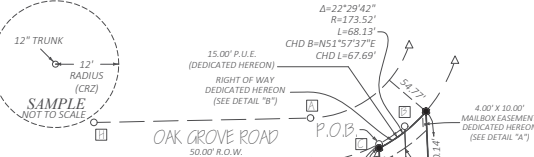
SURVEYORS NOTICE:

ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.

FLOODPLAIN NOTE:

NO PORTION OF THIS TRACT IS LOCATED WITHIN THE 100-YEAR FLOOD PLAIN PER THE NFIP, FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP PANEL NO. 48209C0260F, DATED SEPTEMBER 2, 2005. THIS TRACT FALLS WITHIN ZONE "X". (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

AARON SCHRANDT AND
KATLYNN SCHRANDT
8.84 ACRES
DOCUMENT NO. 21017499
D.P.R.H.C.T.X.



TREE DEPICTION CALCULATIONS:

THE TREE CRITICAL ROOT ZONES SHOWN HEREON ARE DRAWN AT A FUNCTION OF 1" (INCH) OF TRUNK DIAMETER EQUALS 1' (FOOT) OF CRITICAL ROOT ZONE RADIUS SHOWN HEREON.

MULTI TRUNK TREES SHOWN HEREON ARE DRAWN AT A FUNCTION OF 1" (INCH) OF THE LARGEST TRUNK DIAMETER + 1/2 THE DIAMETER OF EACH ADDITIONAL TRUNK EQUALS 1' (FOOT) OF CRITICAL ROOT ZONE RADIUS SHOWN HEREON.

TREE NOTE:

WE ARE NOT ARBORISTS AND NO ARBORISTS WILL BE CONSULTED DURING THE COURSE OF THIS SURVEY. WE USE INFORMATION PREPARED BY OTHERS TO IDENTIFY TREE TYPES WHEN POSSIBLE (I.E. WEBSITES, BOOKS, AND VIDEOS). SOME SPECIES OF TREES ARE DIFFICULT TO DETERMINE DURING CERTAIN SEASONS OF THE YEAR. SPOT ON SURVEYING, INC. RECOMMENDS THAT YOU CONSULT A PROFESSIONAL ARBORIST FOR TREE DEPICTION IF NECESSARY.

TREES 8" OR LARGER AS DESCRIBED IN CITY OF BUDA TREE ORDINANCE WERE LOCATED DURING THE COURSE OF THIS SURVEY AS REQUIRED PER LAT COMMENTS.

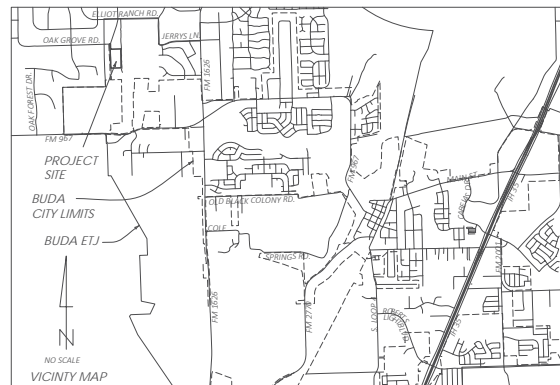
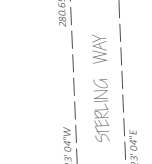
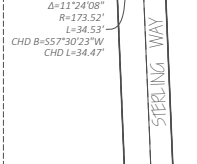
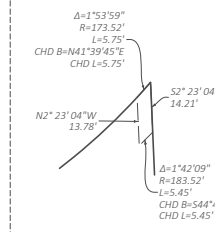
LOT #	TREE TABLE	TYPE
1	12" - 10" - 8" - 6"	LIVE OAK
2	10"	LIVE OAK
3	9"	LIVE OAK
4	11"	LIVE OAK
5	8"	LIVE OAK
6	12" - 8" - 6"	LIVE OAK
7	10"	LIVE OAK
8	17" - 11" - 11"	LIVE OAK
9	22" - 13" - 10" - 7"	LIVE OAK
10	8"	LIVE OAK
11	8"	LIVE OAK
12	9"	LIVE OAK
13	14" - 10" - 7"	LIVE OAK
14	11"	LIVE OAK
15	15" - 10" - 9"	LIVE OAK
16	8"	LIVE OAK
17	8"	LIVE OAK
18	8"	LIVE OAK
19	12" - 10" - 8" - 7"	LIVE OAK
20	9"	LIVE OAK
21	9"	LIVE OAK
22	15" - 10" - 9"	LIVE OAK
23	8"	LIVE OAK
24	8"	LIVE OAK
25	8"	LIVE OAK
26	8"	LIVE OAK
27	30"	LIVE OAK
28	11"	LIVE OAK
29	8"	LIVE OAK
30	11"	LIVE OAK
31	19" - 14" - 9"	LIVE OAK
32	21" - 9" - 9" - 8" - 7"	LIVE OAK
33	24"	LIVE OAK
34	15"	LIVE OAK
35	21" - 10" - 9"	LIVE OAK
36	23" - 13" - 10" - 10"	LIVE OAK
37	13"	LIVE OAK
38	13" - 11" - 9" - 8" - 7"	LIVE OAK
39	26"	LIVE OAK
40	24"	LIVE OAK
41	25"	LIVE OAK
42	9"	LIVE OAK
43	9"	LIVE OAK
44	9"	LIVE OAK
45	9"	LIVE OAK
46	9"	LIVE OAK
47	11"	LIVE OAK
48	8"	LIVE OAK
49	8"	LIVE OAK
50	13" - 9" - 6" - 3"	LIVE OAK
51	12" - 8" - 7"	LIVE OAK
52	9"	LIVE OAK
53	16" - 6" - 4" - 3" - 3"	LIVE OAK
54	12"	LIVE OAK
55	15" - 11" - 7"	LIVE OAK
56	12" - 8" - 7"	LIVE OAK
57	12"	LIVE OAK
58	10"	LIVE OAK
59	15"	LIVE OAK
60	14"	LIVE OAK
61	12"	LIVE OAK
62	9"	LIVE OAK
63	50" - 43" - 13"	LIVE OAK
64	12" - 8" - 7"	LIVE OAK
65	14" - 13" - 8" - 7" - 6" - 4"	LIVE OAK
66	18" - 9" - 7" - 6" - 5"	LIVE OAK
67	34"	LIVE OAK
68	8"	LIVE OAK
69	11"	LIVE OAK
70	9"	LIVE OAK
71	8"	LIVE OAK
72	10" - 8" - 4"	LIVE OAK
73	11" - 8" - 5"	LIVE OAK
74	16" - 8" - 6"	LIVE OAK
75	20" - 6" - 7" - 5"	LIVE OAK
76	22" - 13" - 11" - 6"	LIVE OAK
77	9"	LIVE OAK
78	14" - 9" - 9"	LIVE OAK
79	9"	LIVE OAK
80	8"	LIVE OAK
81	13"	LIVE OAK
82	30" - 17" - 10" - 8" - 8"	LIVE OAK
83	10"	LIVE OAK
84	11"	LIVE OAK
85	11"	LIVE OAK
86	13" - 10" - 6"	LIVE OAK

N=13,947,552.32
E=2,316,310.08
ELEV. = 814.41

DETAIL "B"
160.61 SQ. FT. - 0.004 ACRES
RIGHT OF WAY DEDICATION
1" = 100'

DETAIL "C"
55.00' ACCESS EASEMENT
1" = 100'

DETAIL "A"
4.00' x 10.00' MAILBOX EASEMENT
1" = 25'



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1780-PC; Call for a Public Hearing on April 26, 2022 to discuss possible approval of the Stagecoach Ranch, Sec 3, Lot 1, Replat.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

April 12, 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

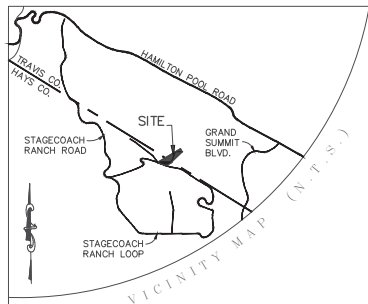
CO-SPONSOR

N/A

SUMMARY

Stagecoach Ranch, Section 3 is a recorded subdivision located along Stagecoach Ranch Loop, a privately maintained regulated roadway in Precinct 4. Portions of Section 3 fall in Hays County where the majority falls within Travis County.

The proposed replat will divide Lot 1 of Section 3 into two lots: Lot 1A and 1B. Water utility will be provided by individual private wells and rainwater collection. Wastewater treatment will be accomplished by individual on-site sewage facilities.



STAGECOACH RANCH, SECTION THREE REVISED PLAT OF LOT 1 TRAVIS AND HAYS COUNTY CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS: THAT, DANIEL O'NEAL, OWNER OF LOT 1, STAGECOACH RANCH SECTION THREE, A SUBDIVISION RECORDED IN CABINET 2, SLIDE 358 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED LOT 1 AS CONVEYED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN INSTRUMENT NUMBER 2020168493, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 10.031 ACRES, IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON TO BE KNOWN AS:

STAGECOACH RANCH, SECTION THREE REVISED PLAT OF LOT 1

SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE _____ DAY OF _____, 2022 A.D.

DANIEL O'NEAL
P.O. BOX 361
ATHENS, TX 75751

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED DANIEL O'NEAL KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2022 A.D.

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

EMERGENCY SERVICES
HAYS COUNTY, EMERGENCY SERVICES DISTRICTS 1 & 6

E.T.J. NOTE
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITIES, CORPORATE CITY LIMITS, OR EXTRA TERRITORIAL JURISDICTION.

EDWARDS AQUIFER NOTE
THIS SUBDIVISION DOES NOT LIE WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR THE EDWARDS AQUIFER CONTRIBUTING ZONE

PLAT INFORMATION
TOTAL AREA: 10.031 ACRES
TOTAL NUMBER OF LOTS: 2
NUMBER OF LOTS OVER 10 ACRES: 0
NUMBER OF LOTS 5 - 10 ACRES: 2
NUMBER OF LOTS 2 - 5 ACRES: 0
NUMBER OF LOTS 1 - 2 ACRES: 0
NUMBER OF LOTS LESS THAN 1 ACRE: 0

UTILITY INFORMATION
WATER: INDIVIDUAL WATER WELLS AND RAINWATER COLLECTION
SEWER: INDIVIDUAL ON-SITE SEWAGE FACILITIES
ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE, INC.
TELEPHONE: FRONTIER

A 20' UTILITY EASEMENT WILL BE RESERVED ALONG ALL STREETS AND 10' WIDE UTILITY EASEMENT WILL BE RESERVED ALONG EITHER SIDE OF SIDE LOT LINES

SCHOOL DISTRICT
THIS SUBDIVISION LIES WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

FLOODPLAIN NOTE
ACCORDING TO MAP NO. 48209C0050F, DATED SEPTEMBER 2, 2005 (HAYS COUNTY) AND MAP NO. 48453C0380U, DATED JANUARY 22, 2020 (TRAVIS COUNTY) OF THE NATIONAL FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THIS PROPERTY LIES WITHIN ZONE "X" AREA OF MINIMAL FLOOD HAZARD. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

Driveway Permit Note

"In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted to access onto a public roadway unless (a) a Permit for use of the County Roadway Right-of-way has been issued under Chapter 751, and, (B) the driveway satisfies the minimum spacing requirement set forth in Chapter 721 of the Hays County Development Regulations."

Culvert Note

"All culverts, when required, shall comply with the current Hays County Standard, per Hays County Development Regulations, Chapter 705, Subchapter 8.03"

Mailbox Note

"All Mailboxes located in the right-of-way shall be of an approved TxDOT or FHWA approved design, per Hays County Development Regulations, Chapter 721, Subchapter 2.01."

Hays County Development Services Approval Block:

Sewage Disposal/Individual Water Supply Certification, to wit:

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning groundwater availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

Marcus Pacheco
Director
Hays County Development Services

Eric Van Gaasbeek, R.S., C.F.M.
Hays County Floodplain Administrator

STATE OF TEXAS §
COUNTY OF HAYS §

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that on the _____ day of _____, A.D. 20____, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been duly entered in the minutes of the said court Instrument Number _____.

Witness my hand and seal of office, this the _____ day of _____, A.D. 20____.

Ruben Becerra
County Judge
Hays County, Texas

Elaine H. Cardenas
County Clerk
Hays County, Texas

STATE OF TEXAS §
COUNTY OF HAYS §

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____, A.D. 20____, at _____ o'clock _____ m., in the plat records of Hays County, Texas, in Instrument Number _____.

Witness my hand and seal of office, this the _____ day of _____, A.D. 20____.


Elaine H. Cardenas
County Clerk
Hays County, Texas

STATE OF TEXAS §
COUNTY OF HAYS §

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

DANIEL CHASE O'NEAL
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6570

FINAL PLAT
STAGECOACH RANCH, SECTION THREE
REVISED PLAT OF LOT 1
LOT 1A & LOT 1B
10.031 ACRES / 436,963 SQUARE FEET
BEING A REPLAT OF LOT 1
STAGECOACH RANCH, SECTION THREE
as recorded in Volume 2, Page 358
Deed Records, Hays County, Texas
TYLER TAP R.R. CO. SURVEY - ABSTRACT NUMBER 28
HAYS AND TRAVIS COUNTY, TEXAS

 O'NEAL SURVEYING CO.
205 WINDOO CIR., STE. 100
WYLIE, TX 75098
(903) 708-2891
TBPLS FIRM # 10194132
WWW.ONEALSURVEYING.COM

PROJECT NO. S-22-101 (TRAVIS CO.)
PROJECT ID: PLN-1780-PC (HAYS CO.)

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS: THAT, DANIEL O'NEAL, OWNER OF LOT 1, STAGECOACH RANCH SECTION THREE, A SUBDIVISION IN TRAVIS COUNTY, RECORDED IN CABINET 2, SLIDE 358 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED LOT 1 AS CONVEYED IN WARRANTY DEED WITH VENDOR'S LIEN TO ME RECORDED IN INSTRUMENT NUMBER 2020168493, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID SUBDIVISION HAVING BEEN APPROVED FOR RESUBDIVISION PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 232.009 OF THE LOCAL GOVERNMENT CODE, DO HEREBY RESUBDIVIDE 10.031 ACRES, IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON TO BE KNOWN AS:

RESUBDIVISION OF LOT 1, STAGECOACH RANCH SECTION THREE

SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED,

The undersigned Owner does hereby resubdivide 10.031 acres of land in accordance with this plat, to be known as "STAGECOACH RANCH, SECTION THREE, REVISED PLAT OF LOT 1" subdivision, subject to the covenants and restrictions shown hereon, and hereby dedicates to the owners of the lots in the subdivision, public utilities serving the subdivision, emergency services providers with jurisdiction, and public service agencies, the use of all the private streets and other easements shown hereon, subject to any easements and/or restrictions heretofore granted and not released. The maintenance and payment of real property taxes on such private streets are the responsibility of the owner(s) of the subdivision, or any duly constituted homeowners association under that certain instrument of record at Volume 12114, Page 2805 and Volume 12842, Page 1502 of the Official Public Records of Travis County, Texas. An express easement is hereby granted across said private streets and any common areas for the use of the surface for all governmental functions, vehicular and non-vehicular, including fire and police protection, solid and other waste material pickup, and any other purpose any governmental authority deems necessary; and Owner further agrees that all governmental entities, their agents or employees, shall not be responsible or liable for any damage occurring to the surface of the said private street and any common area as a result of any such use by governmental vehicles.

All private streets shown hereon, Stagecoach Ranch Loop and Cripple Creek Stage Road, and any security gates or devices controlling access to such streets will be owned and maintained by the homeowners association of this subdivision.

WITNESS MY HAND THIS THE _____ DAY OF _____, 2022 A.D.

DANIEL O'NEAL
P.O. BOX 361
ATHEENS, TX 75751

PERMANENT WATER QUALITY CONTROL NOTES: (TRAVIS COUNTY)

PERMANENT WATER QUALITY CONTROLS DESIGNED TO MEET THE WATER QUALITY STANDARDS OF TRAVIS COUNTY CODE CHAPTER 482 ARE DEFERRED TO TIME OF CONSTRUCTION.

TRAVIS COUNTY WATER QUALITY PROTECTION NOTES – SEC 482.945(a)

1) NO CUT OR FILL ON ANY LOT MAY EXCEED EIGHT FEET, EXCLUDING DRIVEWAYS, A BUILDING STRUCTURES FOOTPRINT, OR A PARKING AREA FOOTPRINT, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.

2) AS DEPICTED ON THE PLAT, EACH PROTECTIVE EASEMENT FROM A CRITICAL ENVIRONMENTAL FEATURE, INCLUDING A CAVE, SINKHOLE, POINT RECHARGE FEATURE, BLUFF, CANYON RIMROCK FEATURE, WETLAND, AND SPRING MUST REMAIN IN ITS EXISTING, UNDEVELOPED, NATURAL STATE. NATURAL VEGETATIVE COVER MUST BE RETAINED. CONSTRUCTION ACTIVITIES, WASTEWATER DISPOSAL, AND WASTEWATER IRRIGATION ARE PROHIBITED WITHIN A PROTECTIVE EASEMENT. A RESIDENTIAL LAWN OR TRAIL IS ALLOWED IF IT IS LOCATED AT LEAST 50 FEET FROM THE EDGE OF A CRITICAL ENVIRONMENTAL FEATURE IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.

3) AS DEPICTED ON THE PLAT, THE SETBACK AREA IDENTIFIED FOR EACH WATERWAY IS A PROTECTIVE EASEMENT THAT MUST REMAIN UNDEVELOPED AND ACTIVITIES MUST BE LIMITED WITHIN THE EASEMENT. THE PROTECTIVE EASEMENT MUST REMAIN FREE OF CONSTRUCTION, DEVELOPMENT, AND OTHER ALTERATIONS EXCEPT WHEN SPECIFICALLY APPROVED IN A TRAVIS COUNTY DEVELOPMENT PERMIT.

4) BEFORE BEGINNING CONSTRUCTION ACTIVITIES ON A SUBDIVISION LOT, THE OWNER MUST OBTAIN A TRAVIS COUNTY DEVELOPMENT PERMIT AND, WHEN APPLICABLE, OBTAIN AND IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN (SWP3). THE SWP3 REQUIRES IMPLEMENTATION OF TEMPORARY AND PERMANENT BEST MANAGEMENT PRACTICES, INCLUDING EROSION AND SEDIMENT CONTROLS, FOR PROTECTION OF STORM WATER RUNOFF QUALITY, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.

5) THE OWNER IS RESPONSIBLE FOR MAINTAINING AND OPERATING ALL PERMANENT WATER QUALITY CONTROLS IN COMPLIANCE WITH ALL APPLICABLE STANDARDS AND REQUIREMENTS OF THE TRAVIS COUNTY CODE.

6) AN ACTIVITY THAT MAY ADVERSELY AFFECT A TREE OF EIGHT INCHES OR MORE IN TRUNK DIAMETER (MEASURED AT FOUR FEET HEIGHT ABOVE THE GROUND) IN A RIGHT-OF-WAY ACCEPTED BY MAINTENANCE BY TRAVIS COUNTY MUST COMPLY WITH ALL STANDARDS AND REQUIREMENTS IN THE TRAVIS COUNTY CODE.

GENERAL NOTES (TRAVIS COUNTY)

1) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A CENTRALIZED WATER DISTRIBUTION SYSTEM OR AN APPROVED ONSITE WATER WELL.

2) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WASTEWATER SYSTEM OR AN APPROVED ON-SITE SEWAGE FACILITY.

3) A TRAVIS COUNTY DRIVEWAY PERMIT WILL BE REQUIRED AS PART OF THE FUTURE DEVELOPMENT PERMIT APPLICATION

4) ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.

5) NO PORTION OF THIS SUBDIVISION LIES WITHIN THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY.

6) THE PROPERTY OWNER AND/OR HIS/HER ASSIGNS, SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTION) FOR INSPECTION OR MAINTENANCE OF SAID EASEMENTS.

7) PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS SHALL BE SUBMITTED TO TRAVIS COUNTY FOR REVIEW. RAINFALL RUNOFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS. ALL PROPOSED CONSTRUCTION OR SITE ALTERATION REQUIRES THE APPROVAL OF A SEPARATE DEVELOPMENT PERMIT.

8) NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTIONS).

9) ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.

10) THE USE OF GROUNDWATER FROM A WELL IN THE SUBDIVISION TO SUPPLY LAND OUTSIDE THE SUBDIVISION IS PROHIBITED, EXCEPT IN THE EVENT OF FIRE OR OTHER EMERGENCY THE COUNTY DETERMINES TO BE TEMPORARY.

11) TEMPORARY EROSION AND SEDIMENTATION CONTROLS ARE REQUIRED DURING THE CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT. SUCH CONTROLS MUST BE MAINTAINED UNTIL PERMANENT REVEGETATION OR STABILIZATION OF ALL DISTURBED AREAS IS ESTABLISHED.

12) ALL DEVELOPMENT WITHIN THIS SUBDIVISION SHALL COMPLY WITH TRAVIS COUNTY DEVELOPMENT REGULATIONS.

13) A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.

14) THE OWNER OF THIS SUBDIVISION, AND HIS/HER ASSIGNS, ASSUME RESPONSIBILITY FOR THE PLANS FOR THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF TRAVIS COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

15) BY APPROVING THIS PLAT, TRAVIS COUNTY ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. THE INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNERS OF THE LOTS. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO COUNTY STANDARDS MAY BE JUST CAUSE FOR THE COUNTY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.

WATER AVAILABILITY NOTES (TRAVIS COUNTY)

1. THE WATER SUPPLY FOR THIS SUBDIVISION WILL BE SERVED BY INDIVIDUALLY-OWNED GROUNDWATER WELLS. WATER WELLS IN THIS AREA HAVE DEMONSTRATED HISTORICALLY THAT WATER MAY OR MAY NOT BE READILY AVAILABLE AT ALL TIMES. INFORMATION ON THE AVAILABLE SUPPLY OF GROUNDWATER AND ITS QUALITY IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THIS SUBDIVISION IS AVAILABLE IN THE OFFICE OF THE COUNTY CLERK OF TRAVIS COUNTY GOVERNMENT COUNTY, TEXAS (482.204(C)(25)(D)).

2. THE DRILLING OF MORE THAN ONE WELL ON EACH LOT IS PROHIBITED UNLESS APPROVED BY THE COUNTY. THE WELL MUST BE DRILLED AND OPERATIONAL BEFORE PREMISES ARE OCCUPIED. WELLS CAN ONLY BE COMPLETED IN THE TRINITY OR EDWARDS AQUIFERS. WELLS CANNOT BE COMPLETED IN THE COLORADO RIVER ALLUVIUM.

2. A RAINWATER HARVESTING SYSTEM PROVIDING STORAGE OF AT LEAST 2500 GALLONS OF POTABLE OR NON-POTABLE WATER MUST BE INSTALLED ON EACH LOT WHEN A STRUCTURE IS ERECTED THERE. NOTIFICATION OF INSTALLATION OF THE RAINWATER SYSTEM MUST BE MADE TO THE COUNTY HYDROGEOLOGIST.

3. FURTHER SUBDIVISION OF LOTS IS PROHIBITED FOR FIVE YEARS FOLLOWING THE FILING OF THE PLAT; AND

4. THE USE OF GROUNDWATER FROM A WELL IN THE SUBDIVISION TO SUPPLY LAND OUTSIDE THE SUBDIVISION IS PROHIBITED, EXCEPT IN THE EVENT OF FIRE OR OTHER EMERGENCY THE COUNTY DETERMINES TO BE TEMPORARY.

COMMISSIONERS COURT RESOLUTION

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNER(S) AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THIS AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS
COUNTY OF TRAVIS

I, REBECCA GUERRERO, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20____, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

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

REBECCA GUERRERO, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY

WELL NOTES

1) THE DRILLING OF MORE THAN ONE WELL ON EACH LOT IS PROHIBITED UNLESS APPROVED BY THE COUNTY.

2) A RAINWATER HARVESTING SYSTEM PROVIDING STORAGE OF AT LEAST 2500 GALLONS OF POTABLE OR NON-POTABLE WATER IS INSTALLED ON EACH LOT WHEN A STRUCTURE IS ERECTED THERE, AND NOTIFY THE COUNTY HYDROGEOLOGIST WHEN RAINWATER SYSTEM IS INSTALLED.

3) FURTHER SUBDIVISION OF LOTS IS PROHIBITED FOR FIVE YEARS FOLLOWING THE FILING OF THE PLAT.

4) NO LOT SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED DEVELOPMENT.

5) TRAVIS COUNTY SHALL NOT BE RESPONSIBLE FOR THE QUANTITY AND QUALITY OF RELIABLE WATER SOURCE.

6) THE WATER SUPPLY FOR THIS SUBDIVISION WILL BE SERVED BY INDIVIDUALLY-OWNED GROUNDWATER WELLS. WATER WELLS IN THIS AREA HAVE DEMONSTRATED HISTORICALLY THAT WATER MAY OR MAY NOT BE READILY AVAILABLE AT ALL TIME. INFORMATION ON THE AVAILABLE SUPPLY OF GROUNDWATER AND ITS QUALITY IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THIS SUBDIVISION IN THE OFFICE OF THE COUNTY CLERK OF TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES

1) NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

2) THIS SUBDIVISION IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF CHAPTER 448, TRAVIS COUNTY CODE, RULE OF TRAVIS COUNTY, TEXAS FOR ON-SITE SEWAGE FACILITIES. THESE RULES REQUIRE, AMONG OTHER THINGS, THAT A CONSTRUCTION PERMIT BE OBTAINED FROM TRAVIS COUNTY BEFORE AN ON-SITE SEWAGE FACILITY CAN BE CONSTRUCTED, ALTERED, MODIFIED, OR REPAIRED IN THE SUBDIVISION AND THAT A LICENSE TO OPERATE BE OBTAINED FROM TRAVIS COUNTY BEFORE AN ON-SITE SEWAGE FACILITY CAN BE OPERATED IN THE SUBDIVISION.

3) EACH RESIDENTIAL LOT IN THIS SUBDIVISION IS RESTRICTED TO NO MORE THAN ONE SINGLE FAMILY DWELLING PER ACRE.

4) THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

BRANDON COUCH, D.R. #050029465
ON-SITE WASTEWATER, TRAVIS COUNTY TNR

DATE

STATE OF TEXAS
COUNTY OF TRAVIS

I, DOUGLAS BARRILLEAUX, AM REGISTERED IN THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE ENGINEERING PORTIONS OF CHAPTER 482, OF THE TRAVIS COUNTY REGULATIONS AND THAT SAID PLAT IS ACCURATE AND CORRECT WITH REGARDS TO ENGINEERING PRACTICES. I FURTHER CERTIFY THAT NO PORTION OF THE SUBJECT PROPERTY IS IN THE EDWARDS AQUIFER RECHARGE ZONE, NOR IS WITHIN THE BOUNDARIES OF ANY FLOOD HAZARD AREA SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA) FLOOD INSURANCE MAP, COMMUNITY PANELS NUMBER 48453C0380J, EFFECTIVE DATE JANUARY 22, 2020, FOR TRAVIS COUNTY, TEXAS.

DOUGLAS BARRILLEAUX, PE NO. 97518
STATE OF TEXAS
URBAN STRUCTURE
FIRM #13165
8140 WALNUT HILL LANE, STE. 905
DALLAS, TX 75231

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANIEL CHASE O'NEAL, AM REGISTERED IN THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE RULES AND REGULATIONS OF TRAVIS COUNTY, TEXAS, AND IN ACCORDANCE TO CHAPTER 482 OF TRAVIS COUNTY SUBDIVISION REGULATIONS AS CURRENTLY AMENDED AND THAT SAID PLAT WAS PREPARED FROM A SURVEY COMPLETED ON THE GROUND OF THE PROPERTY UNDER MY DIRECT SUPERVISION.

DANIEL CHASE O'NEAL, RPLS 6570
O'NEAL SURVEYING COMPANY, LLC
TBPELS FIRM NO. 10194132
205 WINDCO CIR., STE. 100
WYLIE, TX 75098

DATE

FINAL PLAT
STAGECOACH RANCH, SECTION THREE
REVISED PLAT OF LOT 1
LOT 1A & LOT 1B
10.031 ACRES / 436,963 SQUARE FEET
BEING A REPLAT OF LOT 1
STAGECOACH RANCH, SECTION THREE
as recorded in Volume 2, Page 358
Deed Records, Hays County, Texas
TYLER TAP R.R. CO. SURVEY - ABSTRACT NUMBER 28
HAYS AND TRAVIS COUNTY, TEXAS



O'NEAL SURVEYING CO.,
205 WINDCO CIR., STE. 100
WYLIE, TX 75098
(903) 708-2891
TBPLS FIRM # 10194132
WWW.ONEALSURVEYING.COM

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1841-PC; Call for a Public Hearing on April 26, 2022 to discuss possible approval of the Glenn H. Kothmann Properties Subdivision, Lot 14 Replat.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

April 12, 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

Glenn H. Kothmann Properties Subdivision is a recorded subdivision located along Kothmann Road, a County maintained regulated roadway in Precinct 3.

The proposed replat will divide Lot 14 into two lots: Lot 14A and 14B, across 10.227 acres. Water utility will be provided by individual private wells and rainwater collection. Wastewater treatment will be accomplished by individual on-site sewage facilities.

STATE OF TEXAS
COUNTY OF HAYS

THAT, ROBIN I. RAYBURN, OWNER OF A CALLED 6.057 ACRE PORTION OF LOT 14, GLENN H. KOTHMANN PROPERTIES SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 4 OF THE PLAT RECORDS, HAYS COUNTY, TEXAS, CONVEYED IN DOCUMENT NO. 20050407 OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; THAT, TOMMY HYND, OWNER OF THE REMAINDER OF SAID LOT 14, GLENN H. KOTHMANN PROPERTIES SUBDIVISION, CONVEYED IN VOLUME 2218, PAGE 369 OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY RESUBDIVIDE LOT 14, GLENN H. KOTHMANN PROPERTIES SUBDIVISION, IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS:

REPLAT OF LOT 14, GLENN H. KOTHMANN PROPERTIES SUBDIVISION

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

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

ROBIN I. RAYBURN
401 KOTHMAN ROAD
DRIPPING SPRINGS, TX 78620

TOMMY HYND
371 KOTHMAN ROAD
DRIPPING SPRINGS, TX 78620

BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED _____ AND _____, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SWORN AND SUBSCRIBED TO THIS INSTRUMENT; AND ACKNOWLEDGED TO ME THAT THEY HAVE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

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

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME

EXPIRATION 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 A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT.

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

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT
SERVICES DEPARTMENT

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

STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, 20__ A.D., THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.

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

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

THAT I, ELAINE CARDENAS, CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOLLOWING INSTRUMENT OF WRITING AND ITS CERTIFICATES OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__ A.D., AT ____ O'CLOCK ____ M. AND DULY RECORDED ON THE ____ DAY OF _____, 20__ A.D., AT ____ O'CLOCK ____ M., IN INSTRUMENT NO. _____, PLAT RECORDS OF HAYS COUNTY, TEXAS.

ELAINE CARDENAS, COUNTY CLERK, HAYS COUNTY, TEXAS.

SURVEYOR'S CERTIFICATION:

I, WILLIAM R. HERRING, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ON-THE-GROUND SURVEY OF THE PROPERTY SHOWN HEREON, CONDUCTED UNDER MY SUPERVISION, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE FOUND OR PLACED UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

WILLIAM R. HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355 - STATE OF TEXAS

DATE

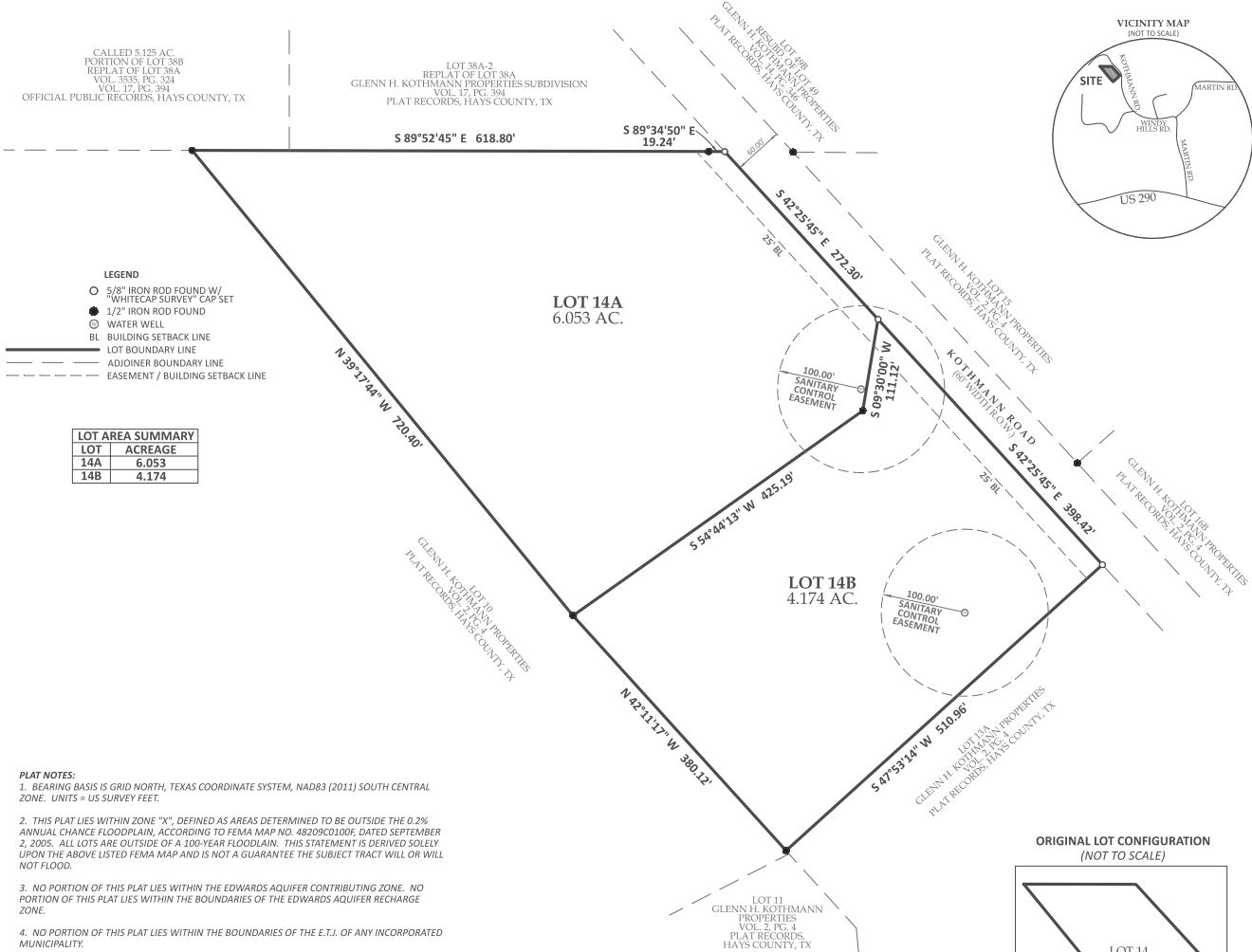
- LEGEND
- 5/8" IRON ROD FOUND W/ "WHITECAP SURVEY" CAP SET
 - 1/2" IRON ROD FOUND
 - WATER WELL
 - BL BUILDING SETBACK LINE
 - LOT BOUNDARY LINE
 - - - ADJOINER BOUNDARY LINE
 - - - EASEMENT / BUILDING SETBACK LINE

LOT AREA SUMMARY	
LOT	ACREAGE
14A	6.053
14B	4.174

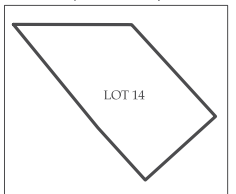
PLAT NOTES:

1. BEARING BASIS IS GRID NORTH, TEXAS COORDINATE SYSTEM, NAD83 (2011) SOUTH CENTRAL ZONE. UNITS = US SURVEY FEET.
2. THIS PLAT LIES WITHIN ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEMA MAP NO. 48209C0100C, DATED SEPTEMBER 2, 2005. ALL LOTS ARE OUTSIDE OF A 100-YEAR FLOODPLAIN. THIS STATEMENT IS DERIVED SOLELY UPON THE ABOVE LISTED FEMA MAP AND IS NOT A GUARANTEE THE SUBJECT TRACT WILL OR WILL NOT FLOOD.
3. NO PORTION OF THIS PLAT LIES WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
4. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE E.T.J. OF ANY INCORPORATED MUNICIPALITY.
5. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
6. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM PRIVATE WATER WELLS OR RAINWATER COLLECTION.
7. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
8. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND COVENANTS AND RESTRICTIONS APPEARING ON THE PLAT OF LOTS, RECORDED IN VOLUME 2, PAGE 4 PLAT RECORDS, HAYS COUNTY, TEXAS.
9. 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.
10. A 20' PUBLIC UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO THE RIGHT-OF-WAYS OF ALL STREETS IN THIS SUBDIVISION.
11. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
12. WASTEWATER TREATMENT FOR THIS SUBDIVISION IS TO BE PROVIDED BY INDIVIDUAL ADVANCED ON-SITE SEWAGE FACILITIES AS APPROVED BY HAYS COUNTY DEVELOPMENT SERVICES.

REPLAT OF LOT 14 GLENN H. KOTHMANN PROPERTIES SUBDIVISION

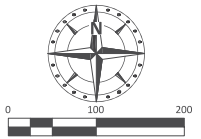


ORIGINAL LOT CONFIGURATION
(NOT TO SCALE)

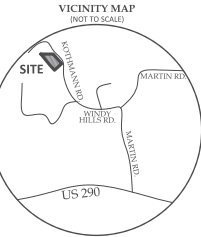


PLAT NOTES:

13. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE ROAD DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH SECTIONS 7.4 AND 7.5 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721.
14. THIS PLAT LIES WITHIN HAYS COUNTY ESD #1 AND ESD #6.
15. THIS PLAT LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
16. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
17. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
18. NUMBER OF LOTS IN THIS REPLAT - 2
AVERAGE SIZE OF LOTS - 5.114 AC.
NUMBER OF LOTS SMALLER THAN 1 AC. - 0
NUMBER OF LOTS LARGER THAN 1.0 AC. BUT SMALLER THAN 2.0 AC. - 0
NUMBER OF LOTS LARGER THAN 2.0 AC. BUT SMALLER THAN 5.0 AC. - 1
NUMBER OF LOTS LARGER THAN 5.0 AC. BUT SMALLER THAN 10 AC. - 1
NUMBER OF LOTS LARGER THAN 10 AC. - 0



GRAPHIC SCALE
1" = 100'
SAMUEL VOIGHT SURVEY, A-466
HAYS COUNTY, TX



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

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 HOK to deliver schematic designs for the building renovations of both the Elections Building located at 120 Stagecoach Trail, San Marcos and the Equipment Building located at 1303 Uhland Road, San Marcos; and authorize staff and counsel to negotiate a contract.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 12, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

T. CRUMLEY

SPONSOR

SHELL

CO-SPONSOR

INGALSBE

SUMMARY

Renovations and upgrades to both the Elections Building and the Equipment Building are required in order to provide the appropriate space and functionality needed to utilize these buildings for County needs moving forward.

It is being requested that HOK be approved to provide Hays County with the schematic designs for the renovations of both locations.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Task Order #4 to the Master Interlocal Agreement between Hays County and Texas State University executed on or about August 18, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 12, 2022	\$176,222

LINE ITEM NUMBER

001-645-00.5741

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Master Interlocal Agreement between the County and Texas State University approved on or about August 18, 2020 formed a long-term partnership between the two entities to conduct various diverse projects and research to conserve, mitigate, restore, and protect the vast amount of natural resources within Hays County. This includes both groundwater and surface water resources, important landscapes that provide diverse ecosystems and biodiversity, sensitive habitat for threatened and endangered species, and sustainability of ecosystem services for the citizens of Hays County.

Attached: Task Order #4 - Blanco River-Aquifers Assessment Tool for Water and Understanding Sustainability Trends ("BRATWURST"): Component B

Task Order #4
Blanco River-Aquifers Assessment Tool for Water and Understanding Sustainability Trends:
Component B

Project Background:

The Blanco River Basin includes some of the nation's fastest-growing counties. With increased growth comes increased aquifer pumping, and with increased aquifer pumping comes decreased flows to the Blanco River and its springs. A detailed numerical model that accurately simulates surface water and groundwater interaction does not exist for this area and is needed for landowners, communities, and groundwater conservation agencies to better understand and manage groundwater and surface resources in the Blanco River Basin.

Project Description:

The Meadows Center for Water and the Environment within Texas State University ("Texas State") will fund work by the Southwest Research Institute ("Institute") Work performed by the Institute will be focused on the construction of an integrated surface water/groundwater numerical model that will simulate how the Blanco River interacts with its aquifers.

Hays County Responsibility:

Hays County shall provide advanced funding to Texas State in a not-to-exceed, lump-sum amount of one-hundred seventy-six thousand, two-hundred twenty-two dollars (\$176,222 USD) to contribute toward the work performed by the Institute. This work order will fund 79.7% of Component B: BRATWURST Implementation as outlined in the Proposal: BRATWURST Phase IIB, as led by Southwest Research Institute, for \$ 176,222 (see Attachment 1). Said payment shall be made within fifteen (15) business days of the Effective Date of this Task Order #4.

Texas State Responsibility:

Texas State shall be responsible for retaining the services of the Institute, and will provide input, as needed, to facilitate the work. Texas State shall gather and provide copies of any deliverables provided by the Institute to Hays County within a reasonable time.

Deliverables:

Under the direction of Texas State, the Institute will:

- A. Participate in meetings and video conferences as requested.
- B. Complete 79.7% of Component BRATWURST Phase II Component B (Items B.1 – b.5) (Attachment 1, pg. 24)

Texas State, with alternative funding sources, will

- A. Coordinate the activities of the Institute.
- B. Organize stakeholder and technical committee meetings.
- C. Work with stakeholders to identify sustainability goals.

Project Schedule:

Project will start on or after April 15,2022 and be complete no later than 12 months after the start date.

Project Budget:

\$ 176,222 USD

Hays County Contact:

Mark Kennedy
General Counsel
mark.kennedy@co.hays.tx.us (with copy to janice.jones@co.hays.tx.us)
(512) 393.2219

Texas State Contact:

Robert Mace, Ph.D., P.G.
Executive Director, Meadows Center for Water and the Environment
Texas State University
REM142@txstate.edu
512-245-6021

Task Order #4, Blanco River-Aquifers Assessment Tool for Water and Understanding Sustainability Trend—Component B, is executed by:

Hays County

BY _____
NAME _____
TITLE _____
DATE _____

Texas State University

BY _____
NAME Michael Blanda, Ph.D.
TITLE Interim Chief Research Officer
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 regarding the creation of the Hays County Sexual Assault Response Team (SART) pursuant to Section 351.252 of the Texas Government Code.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 12, 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

As previously discussed on February 15, there is a statutory obligation to appoint members to the SART and issue a resolution to comply with legislative requirements.



RESOLUTION

STATE OF TEXAS §

COUNTY OF HAYS §

WHEREAS, sexual violence is a serious issue impacting public health and safety; and

WHEREAS, according to a statewide prevalence study, 6.3 million or 33.2% of adult Texans have experienced some form of sexual assault in their lifetime; and

WHEREAS, sexual assault continues to be a severely underreported crime — only 9.2% of victims report their experience to the police according to the Institute of Domestic Violence and Sexual Assault; and

WHEREAS, in Texas, in 2020, there were over 30,000 sexual assaults reported to law enforcement, and over 50,000 survivors sought services at a rape crisis center; and

WHEREAS, sexual assault survivors must live with the emotional and medical consequences of their assault, which are often chronic and severe; lifetime prevalence of post-traumatic stress disorder (PTSD) in women who are sexually assaulted is estimated to be 50%; and

WHEREAS, in their 2020 audit report to the Legislature on investigations and prosecutions of sexual assault statewide, the State Auditor's Office identified that only 32% of all reported sexual assaults in a 5-year period resulted in an arrest; and

WHEREAS, in their 2020 audit report to the Legislature on investigations and prosecutions of sexual assault statewide, the State Auditor's Office noted a lack of reliable data on sexual assault case dispositions and a lack of multidisciplinary responses to adults; and

WHEREAS, the 87th Texas Legislature has recognized the serious nature of this crime and has passed Senate Bill 476 requiring counties to form Adult Sexual Assault Response Teams (SART); and

WHEREAS, Chapter 351, Subchapter J, of the Texas Local Government Code requires each commissioner's court of a county to establish an adult sexual assault response team; and

WHEREAS, Hays County recognizes that work must be done at a societal and local level to reduce the incidence of sexual assault, hold offenders accountable and help heal survivors; and

NOW, THEREFORE BE IT RESOLVED, that to comply with legislative requirements, the Hays County Commissioners Court, hereby appoints the following individuals to serve on the Hays County Adult Sexual Assault Response Team (SART);

- _____, a Chief Administrator of a sexual assault program that provides services for the County;
- _____, a prosecutor with jurisdiction over adult sexual assault cases in the County;
- The Hays County Sheriff, or his designee;
- _____, Chief of the largest municipal law enforcement agency, or their designee;
- _____, a sexual assault nurse examiner, forensic examiner that provides exams within the County, or a representative from the largest healthcare provider in the County; and
- _____, a mental or behavioral health provider within the County, or if they do not exist a representative from the public health department; and
- Other persons the Hays County Adult Sexual Assault Response Team deem necessary for the operation of the response team or as recommended by the response team.

BE IT FURTHER RESOLVED, that in order to create systems that reduce re-traumatization and prioritize victim safety, members of the adult SART appointed by Hays County are directed to work with other team members to:

- Elect a presiding officer and any other organizational and decision-making structures deemed necessary for the success of the team;
- Recommend additional members for the team as necessary to fulfill the functions of the team;
- Attend scheduled meetings of the team or provide a designee as permitted by statute;
- Create a written interagency protocol that establishes local and regional processes for investigating and prosecuting sexual assaults, identifying and obtaining medical and forensic care, mental health care and advocacy resources for survivors as required by Section 351.256 of the Texas Local Government Code, no later than December 1, 2022;
- In developing a protocol, the response team shall consider Chapter 56A of the Texas Code of Criminal Procedure; may provide different procedures for use within a particular municipality or area of the county served by the response team; and shall prioritize the health and safety of survivors, including those who choose not to make a police report;
- Notify the Court of any vacancies on the team that would statutorily require a new appointment within thirty (30) days of such vacancy;
- Collect and maintain data on the number of sexual assaults reported to local law enforcement agencies and the investigation, prosecution and disposition of such offenses as required by Section 351.257(A) of the Texas Local Government Code that will culminate in a written summary to the Commissioners Court by December 1st of every odd numbered year (beginning 2023);
- Develop processes for information sharing and conflict resolution between team members;
- Distribute the written protocol to all responding law enforcement and service providers throughout Hays County;
- Participate in a minimum of four (4) hours of annual cross training with other team members;

- Evaluate existing interagency protocol in order to conduct case reviews, with the signed, written consent of the victim as required by Section 351.258(f) of the Texas Local Government Code; and
- Participate in writing the biennial report to the Commissioners Court as required by Section 351.257 of the Texas Local Government Code.

BE IT FURTHER RESOLVED, that Hays County shall fill any vacancies on the team that would statutorily require a new appointment as requested by the Hays County adult SART within thirty (30) days of those vacancies occurring; and

BE IT FURTHER RESOLVED, that the written biennial report produced by the team shall be posted in a prominent place on the County's website and by law will be available to the public in accordance with any redactions required by law to maintain privacy of individuals otherwise identified in the report.

RUBEN BECERRA
HAYS COUNTY JUDGE

DEBBIE INGALSBE
COMMISSIONER, PRECINCT 1

MARK JONES
COMMISSIONER, PRECINCT 2

LON A. SHELL
COMMISSIONER, PRECINCT 3

WALT SMITH
COMMISSIONER, PRECINCT 4

ATTEST:

ELAINE CARDENAS, MBA, PhD
COUNTY CLERK

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to execute an Order Agreement with Ricoh USA, Inc. for the Elections Office (\$75.00 Monthly) and the Juvenile Detention Center (\$75.00 monthly), effective January 1, 2022.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

March 15, 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

On February 1, 2022, Commissioners Court authorized the County to enter into an agreement with Ricoh USA, Inc. for all countywide leased copiers. Fifteen (15) of the remaining twenty-four (24) copiers are expiring were added to our service agreement. Two of the machines are on backorder and in order to maintain service on two of the Ricoh devices, Ricoh needs the attached order agreement signed. These two devices belong to the Elections Office and Juvenile Detention Center.

Funds are available within the departments operating budgets for the monthly service amounts as outlined on the order agreement.

Attached:
Ricoh Order Agreement



ORDER AGREEMENT

Sale Type: Service Only

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

BILL TO INFORMATION

Customer Legal Name:	HAYS COUNTY	Customer Number	2123866
Address Line 1:	712 S STAGECOACH TRL	Contact:	STEPHANIE HUNT
Address Line 2:	SUITE 1071	Phone:	(512)393-2267
City:	SAN MARCOS	E-mail:	stephanie.hunt@co.hays.tx.us
ST / Zip:	TX 78666-6247	County:	HAYS
		Fax:	

BILLING INFORMATION

Check All That Apply:

- | | |
|--|---|
| <input type="checkbox"/> PO Included PO # | <input type="checkbox"/> PS Service (Subject to and governed by additional Terms and Conditions) |
| <input type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate) | <input type="checkbox"/> IT Services (Subject to and governed by additional Terms and Conditions) |
| <input type="checkbox"/> Syndication | <input type="checkbox"/> Fixed Service Charge |
| | <input type="checkbox"/> Add To Existing Service Contract # |

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION

Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
12	MONTHLY	QUARTERLY

Service Type	Guaranteed Group Total Allowance (Per Base Billing Frequency)		Group Overages		Service Base (Per Base Billing Frequency)	
GOLD	B/W	N/A	B/W	N/A	\$	0.00
	Color	N/A	Color	N/A		

SHIP TO INFORMATION #1

Customer Name:	HAYS COUNTY	Customer Number	2123866
Address Line 1:	712 S STAGECOACH TRL	Contact:	VIRGINIA FLORES
Address Line 2:		Phone:	512-393-7313
City:	SAN MARCOS	E-mail:	VIRGINIA.FLORES@CO.HAYS.TX.US
ST / Zip:	TX 78666-6073	County:	HAYS
		Fax:	

PRODUCT INFORMATION

Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)	Sell Price	Extended Sell Price
MP5054SP / C85117765 ELECTIONS	1	GOLD	15,000	0.00550			\$75.00	\$ -	\$ -
								\$ -	\$ -

SHIP TO INFORMATION #2

Customer Name:	HAYS COUNTY	Customer Number	2123866
Address Line 1:	2250 CLOVIS R BARKER RD	Contact:	GLORIA SALAS
Address Line 2:		Phone:	512-393-5220
City:	SAN MARCOS	E-mail:	GLORIA.SALAS@CO.HAYS.TX.US
ST / Zip:	TX 78666-4002	County:	CALDWELL
		Fax:	

PRODUCT INFORMATION

Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)	Sell Price	Extended Sell Price
MP5054SP / C85117437 JDC	1	GOLD	15,000	0.00550			\$75.00	\$ -	\$ -

ORDER TOTALS

Service Type Offerings:	Product Total:	\$ -
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	\$ -
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	\$ -
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax) :	
Additional Provisions: YES		

END OF LEASE INTERIM COVERAGE UNTIL NEW EQUIPMENT IS DELIVERED UNDER ORDER 100196123. EFFECTIVE COVERAGE 1/1/22.
RICOH BILLS CUSTOMER AND WILL NOTIFY RICOH BILLING WHEN CONTRACT NEEDS TO BE TERMINATED AND REPLACEMENT RECEIVED.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a contract with Tyler Technologies related to replacement ticket writer printers for the Constable Pct. 4 Office and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 12, 2022	\$2,524

LINE ITEM NUMBER

001-680-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jeff McGill	SMITH	N/A

SUMMARY

The Constable Pct. 4 Offices existing Ticket Writer Platform that was built in 2014 and is no longer supported with updates by Windows. Funds were approved in the FY23 budget process to upgrade all Constable Offices ticket writers to an IOS mobile platform. The Constable Pct. 4 Office buildout will be completed soon and will require replacement printers and configuration to be compatible with the new mobile platform.

Attachment: Tyler Technology Contract
Sourcewell Contract #090320-TTI

Budget Amendment:
Decrease Software_Operating - \$2,524
Increase Computer Equipment_Operating - \$2,382
Increase Data Supplies - \$142



INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 0
Third-Party Products	\$ 2,524
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 2,524
Annual Recurring Fees/SaaS	\$ 0
Tyler Software Maintenance	\$ 0



Quoted By: Lisa McKenzie
 Quote Expiration: 9/27/22

Quote Name: 2022-313366
 Pct 4 Brother RuggedJet Printer

Sales Quotation For:

Hays County Constable Pct. 4

195 Roger Harris Parkway
 Dripping Springs, TX 78620
 Phone: +1 (512) 858-7605

Shipping Address:

Hays County Constable Pct. 4
 195 Roger Harris Parkway ATTN Constable Ron Hood
 Dripping Springs, TX 78620

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Enforcement Mobile					
PA-CR-002A / Brother, Acc-Printer, RJ4200 Series, Docking/Mounting Station w Power and USB connectivity	3	\$ 178	\$ 534	\$ 0	\$ 0
RJ4230BL / Brother, Printer, Rugged Jet 4, Bluetooth	3	\$ 586	\$ 1,758	\$ 0	\$ 0
LB3692 / Brother, PocketJet, Rugged Jet, Car Adapter-wired, 14 ft.	3	\$ 30	\$ 90	\$ 0	\$ 0
RDM02U5 / Brother, Rugged Jet, Paper, Thermal, premium, 36 rolls per case	1	\$ 142	\$ 142	\$ 0	\$ 0
TOTAL			\$ 2,524		\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 2,524	\$ 0
Summary Total	\$ 2,524	\$ 0

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Wimberley regarding floodplain administration and environmental health services for a period not to exceed 12 months.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 12, 2022

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

001-657-00.4301

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

PACHECO

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Hays County and each of its cities have partnered for over a decade on county-wide drainage studies, flood map revisions, and various areas of jurisdictional overlap. The Development Services Department has collaborated with the City of Wimberley in flood recovery, rebuilding, and other efforts following all major flooding events.

The City of Wimberley has requested the County's assistance in administering their flood protection, on-site sewage facilities, and food establishment programs. This includes the review, inspection, and enforcement of these programs regulations within the incorporated limits. The City previously had a professional consultant perform the food establishment and on-site sewage facility enforcement services. This consultant retired in 2021, and the County has been providing assistance in those areas since then.

It is the desire of the City of Wimberley to ensure development authorizations inside the City of Wimberley are handled as efficiently and as areas within the County's jurisdiction, during this time of transition.

This agreement is for a duration of 12 months following the approval of this in Commissioners Court. At the end of the 12 Months, a new agreement and fee schedule will need to be approved. This agreement as drafted, requests a cost of \$5,000.00 per month to the City of Wimberley for these services.

INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY, TEXAS AND THE CITY OF WIMBERLEY, TEXAS REGARDING FLOODPLAIN ADMINISTRATION AND ENVIRONMENTAL HEALTH SERVICES

This Interlocal Agreement ("ILA") regarding Floodplain Administration and Environmental Health Services is made on the last date entered below between the City of Wimberley, a Texas general law municipality ("City") and the County of Hays, a political subdivision of the State of Texas ("County"), collectively referred to hereinafter as "the Parties." This ILA is for floodplain administration, environmental services for on-site sewage facilities (OSSF), and health inspection services for the area within the boundaries of the City.

WHEREAS, the City desires to comply with the National Flood Insurance Program within the boundaries of the City; and

WHEREAS, the City desires that Hays County administer the Flood Damage Prevention Regulations for the area within the boundaries of the City; and

WHEREAS, City has adopted Flood Damage Prevention Regulations, which are necessary to comply with the National Flood Insurance Program; and

WHEREAS, the City desires to comply with the Texas Health and Safety code for On-Site Sewage Facility Regulations within the boundaries of City; and

WHEREAS, City has adopted On-Site Sewage Facility Regulations, which are necessary to comply with the Texas Health and Safety Code; and

WHEREAS, the City desires to comply with the Texas Health and Safety Code for Retail Food Establishment Regulations within the boundaries of the City; and

WHEREAS, City has adopted Food Establishment Regulations, which are necessary to comply with the Texas Health and Safety Code; and

WHEREAS, the City desires that Hays County administer Environmental Health Services for the area within the boundaries of the City; and

WHEREAS, this agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code.

NOW THEREFORE, the County and City mutually agree as follows:

I. PURPOSE

1.01 General. This Agreement will outline the services rendered by the County for review, inspections, and enforcement of Regulations adopted by the City. The City grants authority to the County to provide the review, inspections, and enforcement of this Agreement under the Regulations adopted.

II. CITY OBLIGATIONS

2.01 City Obligations. The City shall review its Regulations from time to time and may update such Regulations. The City shall take any and all actions necessary to remain in compliance with Federal, State, and local Regulations during the entire term of this Agreement. As consideration for performance of this Agreement by the County, the City agrees to pay a monthly flat fee in the amount of Five Thousand Dollars (\$5,000.00 USD) and shall be paid directly to Hays County for services rendered. All such funds shall be retained to pay for services rendered by the County, and the City shall not be obligated to pay any additional funds for the services rendered under this Agreement.

It is expressly understood and agreed that this Agreement may be terminated for any reason at any time by either party upon thirty (30) days written notice. The Agreement will have no force or effect until duly executed by all parties. This Agreement shall terminate after one (1) year from the effective date. A renewal of this Agreement or extension may be granted, if notification is given in writing to both parties at a minimum of thirty (30) days prior to the expiration.

III. COUNTY OBLIGATIONS

3.01 County Obligations. The parties agree the County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion sees fit.

Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the County, except as herein provided. The parties agree that the County shall be acting as an independent contractor for the City in performing services contemplated by this Agreement. The County shall hold the City free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or negligence of the City.

The County will perform all duties of Floodplain Administrator as provided in said Regulations and provide to the City, reviews, inspections, and enforcement. The City will accept application(s), supporting document(s), and collect all fees. The City shall timely forward all correspondences relating to the subject matter of the Regulations and shall promptly refer all inquiries to the County with attention to the Director of Hays County Development Services, and/or their designee(s). The City, by and through its governing body, shall perform all duties required of City and/or the governing body under the Regulations; including preparation of all permit documents. The Director and/or their designee(s) shall respond to all correspondence between the City and County within five (5) business days.

The County will review, inspect and enforce all on-site sewage facilities (OSSF) Regulations as provided by the City and provide to the City such reporting. The City will accept application(s), supporting document(s), and collect all fees. The City shall timely forward all correspondences relating to the subject matter of the Regulations and shall promptly refer all inquiries to the County with attention to the Director of Hays County Development Services, and/or their designee(s). The City, by and through its governing body, shall perform all duties required of City and/or the governing body under the

Regulations; including preparation of all permit documents. The Director, and/or their designee(s) shall respond to all correspondence between the City and County within five (5) business days.

The County will review, inspect and enforce all Food Establishment Regulations and provide to the City such reporting. The City will accept application(s), supporting document(s), and collect all fees. The City shall timely forward all correspondences relating to the subject matter of the Regulations and shall promptly refer all inquiries to the County with attention to the Director of Hays County Development Services, and/or their designee(s). The City, by and through its governing body, shall perform all duties required of City and/or the governing body under the Regulations; including preparation of all permit documents. The Director and/or their designee(s) shall respond to all correspondence between the City and County within five (5) business days.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the acceptance of the project, or upon final reimbursement of costs by the City, whichever is later.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Default and Remedies. If City fails to make reimbursement payments under this Agreement and continues such failure for thirty (30) days after the County provides written notice to cure, City shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, City may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

5.05 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.07 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the map attached hereto as Exhibit "A."

5.08 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.09 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Hays County, Texas.

5.10 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY: City of Wimberley
221 Stillwater
Wimberley, TX 78676
512-847-0025

COUNTY: Hays County Department of Development Services
2171 Yarrington Road
Kyle, TX 78640
512-393-2150

WITH COPY TO: Office of General Counsel
111 E. San Antonio St., #202
San Marcos, TX 78666

5.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.14 No Joint Venture. The Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS THEREOF, the Parties have each executed this Agreement, this the _____ day of _____, 2022 (“Effective Date”).

HAYS COUNTY

BY: _____
Ruben Becerra, Hays County Judge

DATE: _____

ATTEST: _____
Elaine H. Cardenas, County Clerk

CITY OF WIMBERLEY

BY: _____
Gina Fulkerson, City of Wimberley Mayor

DATE: _____

ATTEST: _____
Laura Calcote, City of Wimberley Secretary

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding establishment of job functions for the Hays County Budget Officer and all positions within the Hays County Budget Office. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

April 12, 2022

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

Summary to be provided in Executive Session

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property owned by Hays County located at Clovis Barker Road and Civic Center Loop, San Marcos in Pct.1. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

April 12, 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

Summary to be provided in Executive Session.