

**Commissioners Court April 26, 2022
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **26th 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	5-6	Adopt a Proclamation declaring April 25-May 2, 2022 as National Infant Immunization Week. INGALSBE
2	7-8	Adopt a Proclamation declaring May 15-21, 2022 as Police Week and May 15, 2022 as Peace Officers Memorial Day. SMITH
3	9-10	Adopt a Proclamation declaring May 1-7, 2022 as National Correctional Officers and Employees Week. INGALSBE
4	11	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.

5	12	Approve payments of County invoices. VILLARREAL-ALONZO
6	13	Approve payments of Juror checks. VILLARREAL-ALONZO
7	14	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
8	15	Approve the payment of the April 30, 2022 payroll disbursements in an amount not to exceed \$4,050,000.00 effective April 29, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
9	16-17	Approve renewal of IFB 2021-B05 Concrete Contractor with Myers Concrete Construction, LP. BECERRA/BORCHERDING
10	18-26	Authorize the Countywide Operations Department to purchase three (3) Dell replacement laptops with docking stations totaling \$4,939.41 and amend the budget accordingly. SHELL/T.CRUMLEY
11	27-38	Authorize the Local Health Department Emergency Preparedness Program to purchase one 7500-Watt Champion Portable Generator in the amount of \$750 and amend the budget accordingly. INGALSBE/T.CRUMLEY
12	39-42	Authorize the Information Technology Department to purchase laptops with accessories and Fujitsu Scanners for the Justice of the Peace Pct. 4 Office and amend the budget accordingly. SMITH/BURNS/MCGILL
13	43-45	Authorize payment to Gruene Harley Davidson in the amount of \$850.30 for the Constable Pct. 5 Office related to replacement tires for the 2020 Harley Davidson Motorcycle in which no purchase order was issued as required per the Hays County Purchasing Policy. JONES/ELLEN
14	46	Approve and confirm the appointment of John Sylvester, effective April 14, 2022, as a regular full-time Deputy Constable in the Hays County Constable Precinct 3 Office. SHELL/MONTAGUE
15	47	Approve and confirm the appointment of Frank Cheatham, effective April 26, 2022, as a regular full-time Deputy Constable in the Hays County Constable Precinct 3 Office. SHELL/MONTAGUE

16	48	Authorize the Sheriff's Office to accept a donation valued at \$750.00 to the 2022 Jr. Deputy Program from the San Marcos Lions Club and amend the budget accordingly. INGALSBE/CUTLER
17	49-52	Authorize payment to JM Engineering, LLC. in the amount of \$35,329.37 for preventative maintenance and additional filter change services provided on units at various county buildings and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter. 262.024(a)(7)(D). BECERRA/T.CRUMLEY/CUTLER/LITTLEJOHN
18	53-56	Authorize payment to Chuck Nash Auto Group for vehicle repair (replacement of Thermostat Housing and Coolant Temp Sensor, plus labor) to a 2015 Chevrolet Tahoe in the amount of \$605.66 for the Hays County Constable, Pct. 4 Office, in which no purchase order was issued as required per the Hays County Purchasing Policy. SMITH/HOOD
19	57	Approve the transfer of \$1,400.00 to the County Judge's Continuing Education budget to cover attendance to the South Texas County Judge's and Commissioners Conference and the Texas Emergency Management Conference and amend the budget accordingly. BECERRA
20	58	Authorize reimbursement for additional expenses amounting to \$236.99 related to the 2nd Annual Easter Event hosted at the Hays County Historical Courthouse. BECERRA
21	59-71	Authorize the County Judge to execute two Texas Workforce Commission Data Exchange Requests and Safeguard Plans related to Information Release Contracts for the Hays County Criminal District Attorney's Office and the Hays County Sheriff's Office. INGALSBE/MAU/CUTLER

ACTION ITEMS

ROADS

22	72-73	Discussion and possible action to call for a public hearing on May 10, 2022 to establish stop locations on Crosscreek Drive & Bluff Trail at their intersections with Bear Creek Pass in Bear Creek Estates subdivision. SMITH/BORCHERDING
23	74-75	Discussion and possible action to call for a public hearing on May 10, 2022 to establish stop locations on Appaloosa Way, in Appaloosa Acres subdivision, at the intersection with Petras Way and at the intersection with Bridle Path. INGALSBE/BORCHERDING
24	76	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 #PB03016800710M in the amount of \$26,929.65 for 6 Creeks subdivision, Phase 1, Section 5A. SHELL/BORCHERDING
25	77-85	Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the Letter of Credit #20214349 in the amount of \$556,380.37, acceptance of the 2-year maintenance bond #PB03016800694M3 in the amount of \$59,069.03, and acceptance of the 2-year revegetation bond #PB03016800694M4 in the amount of \$22,277.75 for 6 Creeks subdivision, Phase 1, Section 4B. SHELL/BORCHERDING

SUBDIVISIONS

26	86-92	PLN-1780-PC; Hold a public hearing with possible action to approve the Stagecoach Ranch, Sec 3, Lot 1, Replat. SMITH/MACHACEK
27	93-96	PLN-1841-PC; Hold a public hearing with possible action to approve the Glenn H. Kothmann Properties Subdivision, Lot 14, Replat. SHELL/MACHACEK
28	97-101	PLN-1806-NP; Discussion and possible action to approve the Vista West Ranches, Lots 13A, 13A-1, 14A, and 14A-1, Final Plat. SHELL/MACHACEK
29	102-132	PLN-1925-NP; Bluff Springs Estates, Final. Discussion and possible action to approve the final plat. SHELL/MACHACEK

MISCELLANEOUS

30	133-137	Discussion and possible action to approve the purchase of a replacement auger in the amount of \$2,271.25 for the Transportation Department's Countywide crew and amend the budget accordingly. BECERRA/BORCHERDING
31	138-143	Discussion and possible action to authorize the Local Health Department Community Outreach Program to establish the Hays County Public Health Essay Competition and utilize DSHS grant funds in the amount of \$5,000.00 to purchase five Apple MacBook Airs that will be awarded to the top five high school student essay writers and amend the budget accordingly. INGALSBE/T.CRUMLEY
32	144-150	Discussion and possible action to approve Building Maintenance to purchase and install at the Government Center a new Patriot 80-gallon electric water heater in the amount of \$5,332.55 and amend the budget accordingly. SHELL/T.CRUMLEY

33	151-155	Discussion and possible action to approve the purchase and installation of a new water fountain and bottle filling station located at the Five Mile Dam Park Soccer Complex in the amount of \$5,823.00. SHELL/T.CRUMLEY
34	156-165	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Connected Nation, Inc. to perform broadband field validation services in Hays County. SHELL/SMITH/T.CRUMLEY
35	166-167	Discussion and possible action to authorize the County Judge to execute a Release for Use of Location agreement between Hays County and Proof Advertising, LLC regarding permission to film at Jacob's Well Natural Area, Wimberley, Pct 3. SHELL/T.CRUMLEY
36	168-171	Discussion and possible action regarding the creation of the Hays County Sexual Assault Response Team (SART) pursuant to Section 351.252 of the Texas Government Code. SMITH
37	172-199	Discussion and possible action to authorize the County Judge to execute an Agreement for Adult and Juvenile Health Care Services with Wellpath, LLC pursuant to RFP 2021-P04 Medical Services for the Jail and Juvenile Detention Facilities and amend the budget accordingly. INGALSBE/SHELL/CUTLER/LITTLEJOHN
38	200-208	Discussion and possible action to authorize the County Judge to execute an Interlocal Funding Agreement between Hays County, Texas and the City of San Marcos, Texas, related to improvements to Five Mile Dam Park in Precinct 3 and amend the budget accordingly. SHELL

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.

39	209	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 712 S. Stagecoach Trail, San Marcos in Pct.3. Possible discussion and/or action may follow in open court. SHELL
40	210	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code consultation with counsel and deliberation regarding employment and duties of all individual positions within the Hays County Auditor's Office. Possible discussion and/or action may follow in open court. SHELL
41	211	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Windy Hill in Pct. 1. Possible discussion and/or action may follow in open court. INGALSBE
42	212	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of all individual positions within the combined emergency communications center of the Hays County Sheriff's Office. Possible discussion and/or action may follow in open court. INGALSBE
43	213	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 Laser Lemon and Project Fire Engine Red. Possible discussion and/or action may follow in open court. JONES/INGALSBE

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.

44	Discussion and possible action related to the burn ban. BECERRA
45	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
46	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
47	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 22nd 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

Adopt a Proclamation declaring April 25-May 2, 2022 as National Infant Immunization Week.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

April 26, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Hays County Local Health Department

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Proclamation declaring April 25th - May 2nd as National Infant Immunization Week



**PROCLAMATION DECLARING THE WEEK OF APRIL 25 – May 2, 2022 AS
NATIONAL INFANT IMMUNIZATION WEEK**

**STATE OF TEXAS §
 §
COUNTY OF HAYS §**

WHEREAS, with proper and complete vaccinations, children can be protected against 14 vaccine-preventable diseases by the age of two; and

WHEREAS, the United States has the safest, most effective vaccine supply in its history; and

WHEREAS, vaccine-preventable diseases still circulate in the United States and around the world, so continued vaccination is necessary to protect all community members from potential outbreaks, especially infants, who are among our most vulnerable citizens; and

WHEREAS, there has been a steep decline in childhood immunizations over the past two years which may lead to an increase in the incidence of vaccine preventable diseases in the coming years; and

WHEREAS, when children are not vaccinated, outbreaks of diseases such as measles can, and do occur; and

WHEREAS, it is important to vaccinate babies on time, according to the childhood immunization schedule, to provide the best protection early in life, when children are most vulnerable to the effects of disease; and

WHEREAS, for 28 years, National Infant Immunization Week has encouraged parents, caregivers, and health care professionals to participate in educational and media events to increase awareness of the importance of immunizing children before their second birthday;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim April 25-May 2, 2022 as:

NATIONAL INFANT IMMUNIZATION WEEK

And the Court along with the Hays County Local Health Department encourages parents to make vaccinating their children a priority and to talk to family and friends about protecting their children with vaccines. We also encourage businesses, government agencies, community-based organizations and service groups to help spread the immunization message throughout their communities.

ADOPTED THIS THE 26th 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

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AGENDA ITEM

Adopt a Proclamation declaring May 15-21, 2022 as Police Week and May 15, 2022 as Peace Officers Memorial Day.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

April 26, 2022

AMOUNT REQUIRED

none

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Lt. Ronnie Strain

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

See attached proclamation.



**PROCLAMATION FOR
POLICE WEEK AND PEACE OFFICERS MEMORIAL DAY**

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of law enforcement agencies of Hays County play an essential role in safeguarding the rights and freedoms of the citizens of Hays County; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their law enforcement agencies, and that members of our law enforcement agencies recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, since the first known line-of-duty death in 1791, 24,845 law enforcement officers have made the ultimate sacrifice and have been killed in the line of duty; and

WHEREAS, seven law enforcement officers have given their lives in the line of duty serving Hays County, Texas; and

WHEREAS, we will never forget the sacrifices of Deputy Sheriff Henry C. Banks (Hays County Sheriff's Office); Night Watchman Henry H. Joslin (Kyle Police Department); Deputy Sheriff John S. Davis, Jr. (Hays County Sheriff's Office); Trooper Randall W. Vetter (Texas Department of Public Safety); Officer Kenneth M. Copeland (San Marcos Police Department); Officer Justin Putnam (San Marcos Police Department); Deputy Constable Manuel Phillippe De La Rosa (Hays County Constable's Office, Precinct 2); Deputy Sheriff Dustin Speckels (Hays County Sheriff's Office); Correctional Officer John Henry (Hays County Sheriff's Office); and their families; and

WHEREAS, the law enforcement agencies of Hays County unceasingly provide a vital public service;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Hays County does hereby call upon all citizens of Hays County and upon all patriotic, civil and educational organizations to observe the week of May 15 to May 21, 2022, as Police Week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

AND FURTHER call upon all citizens of Hays County to observe May 15, 2022 as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

ADOPTED THIS THE 26TH 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. 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 May 1-7, 2022 as National Correctional Officers and Employees Week.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

April 26, 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

Sheriff Gary Cutler

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Please see attached Proclamation.



**PROCLAMATION DECLARING MAY 1 – 7, 2022 AS
NATIONAL CORRECTIONAL OFFICERS AND EMPLOYEES WEEK**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, correctional officers are trained law enforcement professionals dedicated to maintaining secure correctional facilities and ensuring the public safety; and

WHEREAS, correctional facilities across the United States, both civilian and military, public and private are run by highly-qualified and experienced men and women with a deep understanding of the challenges and difficulties within the profession; and

WHEREAS, correctional officers and employees are responsible for the custody, care and reform of thousands of offenders every year as well as the maintenance of safe and secure facilities; and

WHEREAS, correctional employees work in very demanding and stressful conditions, face many challenges and put their lives at risk every day; and

WHEREAS, correctional officers and employees are some of the most resourceful, capable, committed, patient and persistent professionals in criminal justice and in our nation; and

WHEREAS, correctional officers and employees serve admirably in many different capacities, including jail administrators, wardens, chaplains, nurses, supervisors, managers and directors; and

WHEREAS, correctional officers and employees teach, train, mentor, counsel and treat thousands of offenders; and

WHEREAS, correctional officers and employees provide offenders with direction, hope and a new focus while preparing them for reentry and life outside of corrections, and

WHEREAS, correctional officers and employees rise to meet most any challenge and serve this honorable profession nobly and admirably.

NOW, THEREFORE BE IT RESOLVED, that the Hays County Commissioners Court does hereby declare that correctional officers and employees deserve recognition for their service and should be commended by leaders in the profession, the public and our elected officials for the tremendous job they do and for the exceptional performance of duties under the most difficult of circumstances by declaring May 1-7, 2022 as

NATIONAL CORRECTIONAL OFFICERS AND EMPLOYEES WEEK

Correctional officers are most deserving of our respect, our gratitude and of the highest praise. They are well-trained, always on watch and prepared to meet any challenge. The men and women working in corrections are attentive, caring and full of conviction. On behalf of the Hays County and Commissioners Court, we commend all those who currently serve in the corrections profession.

ADOPTED THIS THE 26th 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. Cárdenas
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

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

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

April 26, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

BECERRA

N/A

SUMMARY

Additional information will be provided in Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE

CONSENT

MEETING DATE

April 26, 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 26, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE

CONSENT

MEETING DATE

April 26, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of the April 30, 2022 payroll disbursements in an amount not to exceed \$4,050,000.00 effective April 29, 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 26, 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 end of month payroll disbursements not to exceed \$4,050,000.00.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve renewal of IFB 2021-B05 Concrete Contractor with Myers Concrete Construction, LP.

ITEM TYPE

CONSENT

MEETING DATE

April 26, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

Fund 020 / Various

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Jerry Borcharding

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

IFB 2021-B05 is scheduled to expire on April 27, 2022. Myers Concrete Construction, LP would like to renew their contract for one additional year.

Attached:

IFB 2021-B05 Renewal Letter



OFFICE OF THE COUNTY AUDITOR

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

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

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

April 13, 2022

Myers Concrete Construction
PO Box 2928
Wimberley, TX 78676

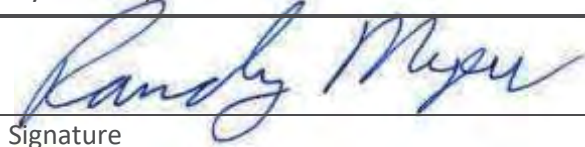
RE: Annual contract renewal

The annual contract for Concrete Contractor, IFB 2021-B05 is scheduled to expire on April 27, 2022. This letter will serve as official notice that Hays County would like to exercise its first (1st) option to renew the existing contract for one (1) additional year effective April 28, 2022 – April 27, 2023, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract with the attached proposed price changes. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

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

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor


Signature

Randy Myers

Printed Name

Myers Concrete Construction, LP

Company

4/13/2022

Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Countywide Operations Department to purchase three (3) Dell replacement laptops with docking stations totaling \$4,939.41 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 26, 2022	\$4,939.41

LINE ITEM NUMBER

001-712-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Three laptops currently being used by employees of the Countywide Operations Department are nearing end of life and need to be replaced. Two of the laptops that need to be replaced are about 7 years old and no longer performing as needed. The third laptop is about 5 years old and is also failing to perform as needed. Funding for this purchase has been identified in the Countywide Operations FY22 Operating Budget.

Attachment:

Dell Laptop Quote

Dell Docking Station Quote

Budget Amendment:

Decrease: 001-712-00.5391 (\$4,939.41)

Increase: 001-712-00.5202 \$971.04 - Three Docking Stations

Increase: 001-712-00.5712_400 \$3,968.37 - Three replacement Dell laptops



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000116633415.1	Sales Rep	Chris Minchew
Total	\$1,364.06	Phone	(800) 456-3355, 6180234
Customer #	9657350	Email	Chris_Minchew@Dell.com
Quoted On	Apr. 05, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	May. 05, 2022		HAYS COUNTY - AUDITORS
Contract Name	Texas Department of Information Resources (TX DIR)		712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Solution ID	.		
Deal ID	23048855		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Chris Minchew

Shipping Group

Shipping To	Shipping Method
ERICA LEE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 SAN MARCOS, TX 78666-6250 (512) 393-2845	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5530	\$1,322.79	1	\$1,322.79
Targus Citylite Laptop Case	\$41.27	1	\$41.27

Subtotal:	\$1,364.06
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$1,364.06
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$1,364.06

Shipping Group Details

Shipping To

ERICA LEE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL
STE 1206
SAN MARCOS, TX 78666-6250
(512) 393-2845

Shipping Method

Standard Delivery

	Quantity	Subtotal
Dell Latitude 5530	1	\$1,322.79

Estimated delivery if purchased today:
Apr. 29, 2022
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5530 XCTO Base	210-BDLN	-	1	-
Intel vPro Essentials with Intel Core i7-1255U (10 Core) 1.70 GHz to 4.70 GHz	379-BETV	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Assembly Base	338-CDKI	-	1	-
i7-1255U Trans, Intel Iris Xe Graphics, Thunderbolt	338-CDNB	-	1	-
Intel ME disabled	631-ADFG	-	1	-
16GB, 1x16GB, DDR4 Non-ECC	370-AFVP	-	1	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BNKW	-	1	-
15.6" FHD (1920x1080) Anti Glare, Non-Touch, 250 nits, HD Camera, WLAN	391-BGMJ	-	1	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	1	-
Wireless Intel AX211 WLAN Driver	555-BHKF	-	1	-
Intel AX211 WiFi 6e 2x2 AC+ BT 5.2 vPro	555-BHHU	-	1	-
41WHR, 3 Cell Battery Express Charge Capable	451-BCXC	-	1	-
65W Type-C Adapter	492-BDGC	-	1	-
Single Pointing, No Security, Thunderbolt 4	346-BHSU	-	1	-
E4 Power Cord 1M for US	537-BBDO	-	1	-
[APCC;BCC;CCC;DAO;EMEA;ICC] Quick setup guide for world wide	340-CYGF	-	1	-
ENERGY STAR Qualified	387-BBPW	-	1	-
Custom Configuration	817-BBBB	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Optimizer	658-BEQP	-	1	-

Windows PKID Label	658-BFDQ	-	1	-
Mix Model 65W Adapter + ADL CPU	340-CYVN	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
HD Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBID	-	1	-
Bottom door ADL UMA-U15W L10 TGL UMA L10	321-BHKD	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	1	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	1	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	1	-
			Quantity	Subtotal
Targus Citylite Laptop Case			\$41.27	\$41.27
Estimated delivery if purchased today: Apr. 20, 2022 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763				

Description	SKU	Unit Price	Quantity	Subtotal
Targus Citylite Laptop Case	A0372709	-	1	-
				Subtotal: \$1,364.06
				Shipping: \$0.00
				Environmental Fee: \$0.00
				Estimated Tax: \$0.00
				Total: \$1,364.06

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC): Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000116634414.1
Total	\$282.41
Customer #	9657350
Quoted On	Apr. 05, 2022
Expires by	May. 05, 2022
Contract Code	C000000006841
Customer Agreement #	TX DIR-TSO-3763
Solution ID	.
Deal ID	23048855

Sales Rep	Chris Minchew
Phone	(800) 456-3355, 6180234
Email	Chris_Minchew@Dell.com
Billing To	ACCOUNTS PAYABLE
	HAYS COUNTY - AUDITORS
	712 S STAGECOACH TRL STE 1071
	SAN MARCOS, TX 78666-6247

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Chris Minchew

Shipping Group

Shipping To	Shipping Method
recv dept	Standard Delivery
HAYS COUNTY	
712 SOUTH STAGECOACH TRAIL	
STE. 1206 Information Tech	
SAN MARCOS, TX 78666	
(512) 393-2845	

Product	Unit Price	Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS	\$282.41	1	\$282.41
Subtotal:			\$282.41
Shipping:			\$0.00
Environmental Fee:			\$0.00
Non-Taxable Amount:			\$282.41
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$282.41

Shipping Group Details

Shipping To

recv dept
HAYS COUNTY
712 SOUTH STAGECOACH TRAIL
STE. 1206 Information Tech
SAN MARCOS, TX 78666
(512) 393-2845

Shipping Method

Standard Delivery

	Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS	1	\$282.41

Estimated delivery if purchased today:
May. 20, 2022
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS	210-AZBI	-	1	-
Advanced Exchange Service, 3 Years	824-3984	-	1	-
Dell Limited Hardware Warranty	824-3993	-	1	-

Subtotal:	\$282.41
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$282.41

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Local Health Department Emergency Preparedness Program to purchase one 7500-Watt Champion Portable Generator in the amount of \$750 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 26, 2022	\$750

LINE ITEM NUMBER

120-675-99-058]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Emergency Preparedness Program within the Local Health Department would like to purchase a portable generator to be used during emergencies and during POD exercises. Funding for this purchase has been identified in the FY22 PHEP/Hazard grant.

Attachments:

Home Depot Generator Quote

Budget Amendment:

Decrease: 120-675-99-058.5551 Continuing Education (\$750)

Increase: 120-675-99-058.5719_400 Misc. Equipment Operating Expense \$750



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78640

OPEN until 10 pm

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Enter Zip Code

Update

Your ZIP Code helps us to provide the most up-to-date product and delivery information.

Internet #314296998 Model #100814

Customers Who Viewed This Also Viewed



Champion Power
Equipment 6250-
Watt Gas and
★★★★★ (1783)

\$899⁰⁰

Top Rated



Champion Power
Equipment
4550/3650-Watt
★★★★★ (1180)

\$519⁰⁰
Was \$575.77

Top Rated



Champion Power
Equipment
10,625/8500-Watt
★★★★★ (1848)

\$1199⁰⁰



Champion Power
Equipment
10,000/8,000-Watt
★★★★★ (1432)

\$1399⁰⁰



Generac 5500-
Watt Recoil Start
Gas-Powered
★★★★★ (1149)

\$640⁰⁰
Was \$678.26

Exclusive



DEWALT 8000-
Watt Electric Start
Gas-Powered
★★★★★ (463)

\$1239⁰⁰



Champion Power
Equipment 11,500-
Watt/9,200-Watt
★★★★★ (1207)

\$1299⁰⁰



Westinghouse
WGen5300DFcv
6,500/5,300-Watt
★★★★★ (4908)

\$646⁴⁰

Live Chat

Feedback

Champion Power Equipment

9375/7500-Watt Electric Start Gas Portable Generator

★★★★★ (2983) Questions & Answers (290)



7500-watt / \$750 ⁴²
on sale
regular \$818.83

Champion Power Equipment 9375/7500-Watt Electric Start Gas Portable Generator 100814



[Live Chat](#)
[Feedback](#)

SPECIAL
BUY

\$750⁰⁰

~~\$818.83~~
Save \$68.83 (8%)



\$63.00 /mo* suggested payments with 12 months* financing [Apply Now](#) ⓘ




https://www.homedepot.com/p/Champion-Power-Equipment-9375-7500-Watt-Electric-Start-Gas-Portable-Generator-100814/314296998?source=shoppingads&locale=en-US&mlc=Shopping-BF-F_D28I-G-D28I-028_007_GENERATORS-NA-NA-NA-SMART-NA... 2/15

AM

Champion Power Equipment 9375/7500-Watt Electric Start Gas Portable Generator 100814

How to Get It

Delivering to: 78640 | [Change](#)

 Ship to Store Pickup Apr 12 - Apr 18 FREE	 Ship to Home Get it by Thu, Apr 21 FREE	 Scheduled Delivery Not available for this item
---	---	---

We'll send up to **1,320** to **Kyle** for free pickup
[Change Store](#)




Protect This Item [Learn more](#)

Select a Home Depot Protection Plan by Allstate for:

☐ 3 Year / \$100.00

☒ No thanks

- 1 +

 **Add to Cart**

— or —

Buy now with **PayPal**

Frequently Bought Together

Best Seller

Price for all three:

\$805⁹⁴

https://www.homedepot.com/p/Champion-Power-Equipment-9375-7500-Watt-Electric-Start-Gas-Portable-Generator-100814/314296998?source=shoppingads&locale=en-US&&mtc=Shopping-BF-F_D28I-G-D28I-028_007_GENERATORS-NA-NA-NA-SMART-NA... 3/15

 **Live Chat**

 **Feedback**



Add all three to cart

✓ This item: 9375/7500-Watt Electric Start Gas Portable Generator ~~\$848.83~~ \$750.00

✓ Scepter 5 Gal. Smart Control Gas Can \$24.97

✓ Voltec Generator Adapter \$30.97

Product Overview

The Champion Power Equipment 100814 7500-Watt Portable Generator is designed with your safety and convenience in mind. A cost-effective solution that delivers power and peace of mind, this generator will provide all the backup power you need for power outages and emergencies. For projects, the 420 cc Champion single-cylinder OHV engine has what it takes to handle the multiple power tools and large equipment you need to get the job done. Champion's got convenience covered. You'll appreciate the handy electric start with included battery, plus Cold Start Technology ensures a quick start in cold weather. The Intelligauge monitors voltage, frequency and operating hours, while the foldaway U-shaped handle and never flat tires make it a cinch to move your power where you need it. At 9375 starting watts and 7500 running watts, this unit can handle it all in an outage - lights, refrigerator, modem/router, security system, window AC, furnace blower, TV, computer, phone charger and more. All the outlets have covers for protection and include four 120-Volt 20 Amp GFCI protected household outlets (5-20R), a 120-Volt/240-Volt 30 Amp locking outlet (L14-30R) and a 120-Volt/240-Volt 50 Amp outlet (14-50R). This generator is EPA certified and CARB compliant. Buy with confidence - Champion Support and our nationwide network of service centers will back your purchase up with a 3-year limited warranty and FREE lifetime technical support.

Info & Guides

You will need Adobe® Acrobat® Reader to view PDF documents. [Download](#) a free copy from the Adobe Web site.

Live Chat

Feedback

8:51 AM

Amazon.com: Champion Power Equipment 100813 9375/7500-Watt Portable Generator with Electric Start : Everything Else

Amazon

Hello
Select your address

All ▾

7500 watt portable generator

Hello, Sign in
Account & Lists ▾

Returns
& Orders

0

All Best Sellers Amazon Basics New Releases Customer Service Today's Deals Prime ▾ Amazon Home Books Music Registry Fashion Kindle Books Gift Cards

Amazon Home

Shop by Room

Discover

Shop by Style

Home Décor

Furniture

Kitchen & Dining

Bed & Bath

Garden & Outdoor

Home Improvement

ECOFLOW



EF ECOFLOW...

\$100 off coupon

\$948.00

55

Sponsored

◀ Back to results



Roll over image to zoom in



Champion Power Equipment 100813 9375/7500-Watt Portable Generator with Electric Start

from the Champion Power Equipment Store
193 ratings

\$884⁰⁵

Pay \$49.11/month for 18 months, interest-free upon approval for the Amazon Rewards Visa Card

Pattern Name:
Generator

Style: 7500-Watt + Gas + Electric Start

7500-Watt
+ Gas +...

12,000-
Watt + Ga...

1200-Watt
+ Gas +...

3500-Watt
+ Gas +...

\$884⁰⁵

FREE Inside Entryway delivery
as soon as Wednesday, April 6,
6 AM - 9 AM

Select delivery location

In Stock.

Qty: 1

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Secure transaction

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Sold by Amazon.com

Packaging Shows what's inside a...

Details

Return policy: Eligible for
Refund or Replacement

https://www.amazon.com/Champion-7500-Watt-Portable-Generator-Electric/dp/B0812DHXJH/ref=ss_1_5?gclid=EA1a1QobChMI8LS1qMb69glVFSM4Ch2zEghAEAAAYAiAAEgl_XvD_BwE&hvadid=241639864998&hvdev=c&hvlpcphy=9028269&hvnetw=g&hvqmt=... 1/18

3500-Watt
+ Gas +...

3500-Watt
+ Gas +...

5000-Watt
+ Manual...

7500-Watt
+ Gas +...

Brand	Champion Power Equipment
Wattage	7500 watts
Item Dimensions LxWxH	29.9 x 27.2 x 25.2 inches
Item Weight	199.1 Pounds
Voltage	240 Volts
Total Power	4

[See more](#)

About this item

- Ultra-Powerful: At 9375 starting watts and 7500 running watts, enjoy up to 8 hours of run time on a full tank of gasoline with a noise level of 74 dBA from 23 feet
 - Electric start: Trust the reliable 420cc Champion engine with its battery-included electric start featuring a reliable toggle switch, plus built-in Cold Start Technology for easy starts in cold weather
 - Covered Outlets: Four 120V 20A GFCI outlets, a 120/240V 30A locking outlet and a 120/240V 50A outlet (14-50R), plus Volt Guard built-in surge protector prevents overloads and keeps your equipment safe
 - Intelligauge: Keep track of voltage, hertz and run-time hours to easily monitor power output and track maintenance intervals
 - Champion Support: Includes 3-year limited warranty with FREE lifetime technical support from dedicated experts
- [See more product details](#)

Customer ratings by feature

Maneuverability 4.3

Support: [Free Amazon product support](#) included

Add a Protection Plan:

- ☐ 4-Year Protection for **\$105.99**
- ☐ 3-Year Protection for **\$80.99**

Add other items:

- ☐ [GenTent Generator Running Cover -...](#) **\$159.99**
- ☐ [GenTent Generator Running Cover -...](#) **\$159.99**

Add to List

New (2) from **\$884.05** FREE Scheduled Delivery

Find answers in product info, Q&As, reviews

Type your question or keyword

What's in the box

- Batteries included

From the manufacturer

7500-Watt Portable Generator with Electric Start

Power Your Life

Our rugged and reliable 7500-watt generator with included engine oil features Intelligauge to monitor output and Volt Guard to prevent overloads. The 420cc Champion engine with electric start and included battery has all the power you need for home backup during an outage or your next project.

- Starting Wattage: 9,375W
- Running Wattage: 7,500W
- Engine: 4-stroke 420cc OHV
- Fuel Tank: 5.7 Gallon
- Run Time: Up To 8 Hours
- Assembly Required: Yes
- Product Dimensions: 29.9" x 27.2" x 25.2"
- Included Items: Battery, Wheel Kit, Oil Funnel, Engine Oil

Since 2003 Champion Power Equipment has earned a reputation for designing and producing the finest power equipment. From our headquarters in California Champion has expanded its North American footprint to include facilities in Tennessee, Wisconsin and Canada.

Champion's product line has expanded to include portable generators, home standby generators, inverter generators, engines, winches and more. With over 2.5 million generators sold, Champion is a leader in the power equipment field.

Champion Support

Champion Support and our nationwide network of service centers will back up

Ultra-Powerful

At 9375 starting watts and 7500 running watts, this unit can handle it all in an outage – lights, refrigerator,

Cold Start Technology

Power up with Champion's reliable recoil start, plus Cold Start Technology ensures a quick start in cold weather.

Volt Guard

Prevents overloads and keeps your valuable equipment safe from voltage

Harbor Freight

TOP PICK 



PREDATOR

9000 Watt Gas Powered Portable Generator, EPA

★★★★★ (2,229)  [Write a Review](#)

See the Entire Predator® Generator Line

[Click Here](#)

This EPA certified gas generator delivers plenty of power

\$799⁹⁹

Compare to
HONDA EM6500SX
\$2999.99

Save
\$2,200

In-Store Only

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YOU MAY ALSO LIKE

**PREDATOR**

9000 Watt Gas Powered Portable Generator,
CARB

\$799⁹⁹

Add to Cart

**PREDATOR**

6500 Watt Gas Powered Portable Generator,
EPA

\$599⁹⁹

Add to Cart

**PREDATOR**

4375 Watt Gas Powered Portable Generator,
EPA III

\$449⁹⁹

In-Store Only

PRODUCT OVERVIEW

Our new PREDATOR® line has been updated with your convenience and safety in mind. Powered by a reliable PREDATOR® gas engine, this generator is ideal for emergencies, job-sites, food trucks, and outdoor recreation. GFCI outlets, larger fuel tank, longer runtime make this generator an unbeatable value. 9000 starting watts and 7250 running watts make this unit capable of powering several home essentials during an outage or providing power on the go. Our new, larger gas tank means you can enjoy runtime up to 13 hours @ 50% load.

REPLACEMENT PARTS IN STOCK

Call to Order: [1-800-444-3353](tel:1-800-444-3353)

[View Available Parts](#)

Runtime up to 13 hours @ 50% load
 Electric start with recoil back up (electric start requires battery, not included)
 Low oil indicator / low oil shutdown
 420cc / 13 HP air-cooled OHV gas engine
 Heavy duty 1-1/4 in. steel roll cage
 UL listed circuit breakers
 (2) 120v duplex outlets, 3 prong, (1) 120v twist lock outlet, 3 Prong, (1) 120v/240v twist lock outlet, 4 prong, (1) 12v DC outlet
 GFCI outlets

- + Quick Start Guide (PDF)
- + Owner's Manual & Safety Instructions (PDF)
- + Buying Guide (PDF)

⚠ IMPORTANT INFORMATION

Wheel kit and battery sold separately. This item can only be shipped within the 48 contiguous states via Standard Ground Shipping. In order to return this item for a refund or replacement, all fuel must first be drained.

An additional lift-gate charge may apply.

This item is subject to a 20% restocking fee

SPECIFICATIONS

SKU(s)	63970	Max Running Watts	7250
Brand	PREDATOR	Output voltage (volts)	120/240 VAC, 12 VDC
Application	emergencies, job-sites, food trucks, and outdoor recreation	Certification	EPA
Engine displacement (cc)	420cc	Fuel type	97+ Octane Unleaded

https://www.harborfreight.com/9000-watt-gas-powered-portable-generator-epa-63970.html?utm_source=google&utm_medium=cpc&utm_campaign=12233769242&campaignid=12233769242&utm_content=118957660524&adsetid=118957660524&product=63970... 3/9

04 AM		9000 Watt Gas Powered Portable Generator, EPA	
Engine displacement (cc)	42000	fuel type	0.7 Octane unleaded
Horsepower (hp)	13	Low oil shutdown	Yes
Product Height	22-3/4 in.	Product Length	26-7/8 in.
Product Width	22 in.	Shipping Weight	200.80 lb.
Start type	Electric with recoil backup	Max Starting Watts	9000
Receptacles (qty.)	7	Run Time	13 hours @ 50%
Sound rating (dB)	76 dB	CA Residents	Warning - Prop 65 Info ►

Note: Specifications are approximate and subject to change

WARRANTY

We guarantee the emissions control system on your engine will be free from defects in material and workmanship for two (2) years, provided there has been no improper maintenance, misuse, or abuse of your engine. We guarantee this product to be free from defects in materials and workmanship for 90 days from the date of purchase. Limitations apply.

FREQUENTLY BOUGHT TOGETHER

https://www.harborfreight.com/9000-watt-gas-powered-portable-generator-epa-63970.html?utm_source=google&utm_medium=cpc&utm_campaign=12233769242&campaignid=12233769242&utm_content=118957660524&adsetid=118957660524&product=63970... 4/9

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 Information Technology Department to purchase laptops w/accessories and Fujitsu Scanners for the Justice of the Peace Pct. 4 Office and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 26, 2022	\$11,212

LINE ITEM NUMBER

JP Technology Fund

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Burns/Jeff McGill	SMITH	N/A

SUMMARY

This technology upgrade will allow the Justice of the Peace and Staff to use laptops as their primary computer allowing a smooth transition from desk, courtroom, training, and meetings. The technology will also allow the Judge to conduct zoom hearings, zoom meetings and training as required. The existing equipment will be removed and utilized in IT as loaners. Funds are available within the JP Technology Fund for this request.

Attachment: Dell Technologies Quote #3000117845977.1
DIR Contract # TX DIR-TSO-3763
SHI Government Solutions Quote #21898390
BuyBoard Contract #661-22

Budget Amendment:

\$ 8,781 - Increase JP4 Computer Equipment .5712_400
\$ 2,431 - Increase JP4 Data Supplies .5202
(\$11,212) - Decrease Non-Departmental Data Supplies .5202



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000117845977.1	Sales Rep	Chris Minchew
Total	\$7,722.16	Phone	(800) 456-3355, 6180234
Customer #	9657350	Email	Chris_Minchew@Dell.com
Quoted On	Apr. 18, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	May. 18, 2022		HAYS COUNTY - AUDITORS
Contract Name	Texas Department of Information Resources (TX DIR)		712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Solution ID	.		
Deal ID	23048855		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Chris Minchew

Shipping Group

Shipping To	Shipping Method
ERICA LEE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 SAN MARCOS, TX 78666-6250 (512) 393-2845	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Targus Citylite Laptop Case	\$41.27	4	\$165.08
Dell Latitude 5530	\$1,322.86	4	\$5,291.44
Dell Thunderbolt Dock- WD19TBS	\$282.41	4	\$1,129.64
Dell 27 Monitor - P2722H, 68.6cm (27")	\$284.00	4	\$1,136.00

Subtotal:	\$7,722.16
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$7,722.16
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$7,722.16



Pricing Proposal
Quotation #: 21898390
Created On: 4/18/2022
Valid Until: 4/29/2022

HAYS COUNTY AUDITOR

Erica Lee

San Marcos, TX 78666
United States
Phone:
Fax:
Email: erica.lee@co.hays.tx.us

Inside Account Manager

Teresa Sapichino

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8240
Fax:
Email: Teresa_Sapichino@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 Fujitsu fi-7180 - Document scanner - Dual CCD - Duplex - 216 x 355.6 mm - 600 dpi x 600 dpi - up to 80 ppm (mono) / up to 80 ppm (color) - ADF (80 sheets) - up to 6000 scans per day - USB 3.0 Fujitsu - Part#: PA03670-B005 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22	2	\$2,195.00	\$1,744.46	\$3,488.92
			Total	\$3,488.92

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

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 Gruene Harley Davidson in the amount of \$850.30 for the Constable Pct. 5 Office related to replacement tires for the 2020 Harley Davidson Motorcycle in which no purchase order was issued as required per the Hays County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 23, 2021	\$850.30

LINE ITEM NUMBER

001-639.00.5413

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: NO

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

SUMMARY

The Constable's Office purchased replacement tires for the Harley Davidson motor unit and did not obtain a purchase order prior to the installation. Funds are available within the operating budget for this service.

Attachment: Gruene Harley Davidson Invoice #261017 & #261392

12/16/21
3:19PM

WORK ORDER BILLING

Page:1

GRUENE HARLEY-DAVIDSON
1288 LOOP 337
NEW BRAUNFELS, TX 78130-0000
(830) 624-2473



Customer: 124989
HAYS COUNTY PRECINT # 5
500 JACK C. HAYS TRAIL

BUDA, TX 78610

*Phone: (512)393-9324

Fax:

P.O. No:

Work:

Mobile: (512)290-3030

Tax No:

Ext:

Tax Exempt: Yes

Comments: REPLACE REAR TIRE

W.O. Number: 75612

Appointment: 12/16/2021 10:58AM Mileage In: 12335

Offered Back: 12/16/21 3:03PM Mileage Out: 12337

Year: 2020

Shop Tag:

Mfg: HD

Plate No:

Model: FLHTP

Service Advisor: ZLW

VIN: 1HD1FMP14LB654001

Sold By: ZLW

Color: DKPO/B WHT SLV W/PINST Invoice No: 261017

Ref. No.:

Dir. Lic #:

Item Number / Job Code	Item Description / Labor Description	Delivered Quantity / Hours	Price Each / Hourly Rate	Extended Amount
---------------------------	---	-------------------------------	-----------------------------	--------------------

Event Number: 1 Type: R

Description: REPLACE REAR TIRE

40999-87	VALVE STEM	1.00	1.95	1.95
43200027	TIRE,RR,180/65B16,M/C81H,	1.00	312.95	312.95
LABOR	Job Code: 0 Tech: KDM	1.00	115.00	115.00
Work Description: REPLACE REAR TIRE				
Work Resolution: C/R WE REPLACE HIS REAR TIRE				

Sub-total For Event (without Tax): 429.90

Event Number: 2 Type: R

Description: INSTALL BALANCE RING

Customer Status: C/R WE INSTALL HIS BALANCE RING

LABOR	Job Code: 0 Tech: KDM	0.25	115.00	28.75
Work Description: INSTALL BALANCE RING				
Work Resolution: TECHNITION INSTALLED BALANCE RING				

Sub-total For Event (without Tax): 28.75

SO/Layaway Deposit: 0.00
Work Order Deposit: 0.00

Charged On Account: 458.65

Item Total: 314.90
Labor Total: 143.75
Sublet Total: 0.00
Shop Supplies: 0.00
Total Deductible(s): 0.00
Storage Fee: 0.00
Tax/Fee Charges: 0.00
Total Amount: 458.65
Total Received: 0.00
Change Tendered: 0.00

12/21/21
1:24PM

WORK ORDER BILLING

Page:1

GRUENE HARLEY-DAVIDSON
1288 LOOP 337
NEW BRAUNFELS, TX 78130-0000
(830) 624-2473



Customer: 124989
HAYS COUNTY PRECINT # 5
500 JACK C. HAYS TRAIL

W.O. Number: 75611

Appointment: 12/16/2021 11:30AM Mileage In: 12335
Offered Back: 12/16/21 3:05PM Mileage Out: 12337

Year: 2020

Shop Tag:

Mfg: HD

Plate No:

Model: FLHTP

Service Advisor: ZLW

VIN: 1HD1FMP14LB654001

Sold By: ZLW

Color: DKPO/B WHT SLV W/PINST Invoice No: 261392

Ref. No.:

Dir. Lic #:

BUDA, TX 78610

*Phone: (512)393-9324

Work:

Ext:

Fax:

Mobile: (512)290-3030

P.O. No:

Tax No:

Tax Exempt: Yes

Comments: C/S REPLACE FRONT AND REAR TIRE

Item Number / Job Code	Item Description / Labor Description	Delivered Quantity / Hours	Price Each / Hourly Rate	Extended Amount
---------------------------	---	-------------------------------	-----------------------------	--------------------

Event Number: 1 Type: R

Description: REPLACE FRONT TIRE

40999-87	VALVE STEM	1.00	1.95	1.95
43109-09A	TIRE,FR,130/80B17,BW,CO-B	1.00	245.95	245.95
LABOR	Job Code: 0 Tech: KDM	1.00	115.00	115.00

Work Description: REPLACE FRONT TIRE

Work Resolution: TRCHNITION REPLACED FRONT TIRE AND SET TO FACTORY SPECS AND SETTINGS

Sub-total For Event (without Tax): 362.90

Event Number: 2 Type: R

Description: INSTALL BALANCING RING

Customer States: C/R WE INSTALL HIS BALANCING RING

LABOR	Job Code: 0 Tech: KDM	0.25	115.00	28.75
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Work Description: INSTALL BALANCING RING

Work Resolution: TECHNITION INSTALLED BALANCING RING

Sub-total For Event (without Tax): 28.75

Charged On Account: 391.65

SO/Layaway Deposit: 0.00
Work Order Deposit: 0.00

Item Total	247.90
Labor Total	143.75
Sublet Total	0.00
Shop Supplies:	0.00
Total Deductible(s):	0.00
Storage Fee:	0.00
Tax/Fee Charges:	0.00
Total Amount:	391.65
Total Received:	0.00
Change Tendered:	0.00

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve and confirm the appointment of John Sylvester, effective April 14, 2022, as a regular full-time Deputy Constable in the Hays County Constable Precinct 3 Office.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 26, 2022	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

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

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve and confirm the appointment of Frank Cheatham, effective April 26, 2022, as a regular full-time Deputy Constable in the Hays County Constable Precinct 3 Office.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 26, 2022	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

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

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Sheriff's Office to accept a donation valued at \$750.00 to the 2022 Jr. Deputy Program from the San Marcos Lions Club and amend the budget accordingly.

ITEM TYPE

CONSENT

MEETING DATE

April 26, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

052-618-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED:

N/A

AUDITOR REVIEW:

MARISOL VILLARREAL-ALONZO

REQUESTED BY

Sheriff Gary Cutler

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

The Sheriff's Office received a donation of \$750.00 from the San Marcos Lions Club. The Lions Club is requesting that funds be used for the 2022 Jr. Deputy Academy.

Amendment

Increase Contributions .4610

Increase Crime Prevention .5222

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 JM Engineering, LLC. in the amount of \$35,329.37 for preventative maintenance and additional filter change services provided on units at various county buildings and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter. 262.024(a)(7)(D).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 26, 2022	\$35,329.37

LINE ITEM NUMBER

Various Departments

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Tammy Crumley, Gary Cutler, Brett Littlejohn	BECERRA	N/A

SUMMARY

During the first Bi-Annual PM conducted by JM Engineering, LLC., there were additional units found throughout the county that were not listed in the initial contract, as well as additional filter changes for all AAON units that was awarded on August 25, 2020.

Attachments:

Invoice 3922: \$1,293.85

Juvenile Detention Center (additional 7 units)

Invoice 3923: \$10,253.69

Government Center (additional units and filter changes)

Precinct 3 Offices (additional 5 units)

Wimberley Road Department (additional 2 units)

Dahlstrom Nature Preserve (additional unit)

Public Safety Building-old (additional 8 units)

New Public Safety Building (additional 20 units)

Invoice 3924: \$23,781.83

Jail (additional 67 units)

New Jail Addition (additional 53 units)



INVOICE

<u>Invoice Number:</u>	3922	<u>Invoice Date:</u>	April 15, 2022
<u>Invoice Description:</u>	JM Engineering performed biannual preventative maintenance on 7 additional AC units not in the base contract at the Juvenile Detention Center.	<u>Due Date:</u>	May 15, 2022
		<u>Terms:</u>	NET 30
<u>PO No:</u>	Biannual Preventative Maintenance	<u>Billing Period</u>	
<u>Contract No:</u>	RFP 2020-P01	<u>From:</u>	September 1, 2021
		<u>To:</u>	December 31, 2021
<u>Bill To:</u>	Hays County Government Center Attn: Lisa Griffin 712 South Stagecoach Trail San Marcos, Texas 78666 Phone: 512-749-1155	<u>Remit To:</u>	JM Engineering, LLC 1314 Hillridge Drive Round Rock, Texas 78665 Tax ID No: 45-1963199

Line Item	Item Description	Cost Description	Qty	Unit	Unit Cost	Extended Cost
1	Juvenile Detention Center - 7 Additional Units	Biannual Preventative Maintenance	1	LS	\$ 1,293.85	\$ 1,293.85
GRAND TOTAL						\$ 1,293.85



INVOICE

<u>Invoice Number:</u>	3924	<u>Invoice Date:</u>	April 15, 2022
<u>Invoice Description:</u>	JM Engineering performed biannual preventative maintenance on additional AC units not in the base contract at the Sheriff buildings as listed below: 1. Old Jail 2. New Jail Addition	<u>Due Date:</u>	May 15, 2022
		<u>Terms:</u>	NET 30
<u>PO No:</u>	Biannual Preventative Maintenance	<u>Billing Period</u>	
<u>Contract No:</u>	RFP 2020-P01	<u>From:</u>	September 1, 2021
		<u>To:</u>	December 31, 2021
<u>Bill To:</u>	Hays County Jail Attn: Erica Hernandez 1307 Uhland Rd San Marcos, Texas 78666 Phone: 512-393-6780	<u>Remit To:</u>	JM Engineering, LLC 1314 Hillridge Drive Round Rock, Texas 78665 Tax ID No: 45-1963199

Line Item	Item Description	Cost Description	Qty	Unit	Unit Cost	Extended Cost
1	Old Jail - 67 additional Units	Biannual Preventative Maintenance	1	LS	\$ 13,639.43	\$ 13,639.43
2	New Jail Addition - 53 additional units	Biannual Preventative Maintenance	1	LS	\$ 10,142.40	\$ 10,142.40
GRAND TOTAL						\$ 23,781.83



INVOICE

<u>Invoice Number:</u>	3923	<u>Invoice Date:</u>	April 15, 2022
<u>Invoice Description:</u>	JM Engineering performed biannual preventative maintenance on additional AC units not in the base contract at the Countywide buildings as listed below: 1. Government Center 2. Precinct 3 Office 3. Wimberley Road Department 4. Dahstrom Nature Preserve 5. Public Safety Building 6. New Public Safety Building	<u>Due Date:</u>	May 15, 2022
		<u>Terms:</u>	NET 30
<u>PO No:</u>	Biannual Preventative Maintenance	<u>Billing Period</u>	
<u>Contract No:</u>	RFP 2020-P01	<u>From:</u>	September 1, 2021
		<u>To:</u>	December 31, 2021
<u>Bill To:</u>	Hays County Government Center Attn: Lisa Griffin 712 South Stagecoach Trail San Marcos, Texas 78666 Phone: 512-749-1155	<u>Remit To:</u>	JM Engineering, LLC 1314 Hillridge Drive Round Rock, Texas 78665 Tax ID No: 45-1963199

Line Item	Item Description	Cost Description	Qty	Unit	Unit Cost	Extended Cost
1	Government Center - additional Units and air filters	Biannual Preventative Maintenance	1	LS	\$ 3,764.82	\$ 3,764.82
8	Precinct 3 Office - 5 additional Units	Biannual Preventative Maintenance	1	LS	\$ 887.82	\$ 887.82
13	Wimberley Road Department - 2 additional Units	Biannual Preventative Maintenance	1	LS	\$ 331.21	\$ 331.21
14	Dahlstrom Nature Preserve - 1 additional Unit	Biannual Preventative Maintenance	1	LS	\$ 165.60	\$ 165.60
15	Public Safety Building - 8 additional Units	Biannual Preventative Maintenance	1	LS	\$ 1,365.04	\$ 1,365.04
16	New Public Safety Building - 20 additional Units	Biannual Preventative Maintenance	1	LS	\$ 3,739.20	\$ 3,739.20
GRAND TOTAL						\$ 10,253.69

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 Chuck Nash Auto Group for vehicle repair (replacement of Thermostat Housing and Coolant Temp Sensor, plus labor) to a 2015 Chevrolet Tahoe in the amount of \$605.66 for the Hays County Constable, Pct. 4 Office, in which no purchase order was issued as required per the Hays County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 26, 2022	\$605.66

LINE ITEM NUMBER

001-638-00.5413

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Ron Hood, Constable, Pct. 4	SMITH	N/A

SUMMARY

Hays Co. Constable, Pct. 4 vehicle unit required the replacement of the thermostat housing and coolant temperature sensor on a 2015 Chevrolet Tahoe due to normal use.

Attached: Chuck Nash Auto Group Invoice #412345

CUSTOMER. #: 255782

412345



INVOICE



HAYS COUNTY CONSTABLE PCT 4

195 ROGER HANKS PKWY

DRIPPING SPGS, TX 78620-5339

CHARLES.WILLIAMS@CO.HAYS.TX.US

HOME: CONT:512-858-7605

BUS: 512-214-4991 CELL:512-858-7605

PAGE 1

P.O. BOX 1007
SAN MARCOS, TEXAS 78667
SAN MARCOS (512) 353-7788 - AUSTIN (512) 477-3236
1-800-460-6274
www.chucknash.com

SERVICE ADVISOR: 651 FRANK DUBUISSON

COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN / OUT		TAG
	15	CHEVROLET TAHOE		1GNLC2EC8FR268227			110280/110287		T5824
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
01JAN15 DE			WAIT 19APR22				CASH	19APR22	

R.O. OPENED READY OPTIONS: DLR:114876

08:20 19APR22 13:41 19APR22

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A Increased Brake Pedal Effort

CAUSE: .

9104605 Electronic Brake Control Module

Reprogramming with SPS

589 WC

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

110280 RECALL EBCM PROGRAMMING COMPLETE

B EPS Loss of Steering Assist

CAUSE: .

9103855 Power Steering Control Module

Reprogramming with SPS

589 WC

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

110280 RECALL POWER STEERING CONTROL MODULE PROGRAMMING COMPLETE

C Seat belt tensioner

CAUSE: .

9103817 Replace - Front Seat Belt Anchor Plate

Tensioner and Cushi

589 WC

(N/C)

1 84233195 COVER

(N/C)

1 19356262 TENSIONER KIT

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

110280 RECALL BELT PRETENSIONER REPLACED. TRIM REPLACED

D Frontal Airbag and Pretensioner Non Deploy

CAUSE: .

9102276 Inflatable Restraint Sensing and

Diagnostic Module Reprogr

589 WC

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

110280 RECALL SDM PROGRAMMING COMPLETE

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR ACCESSORIES OR REPAIRS PERFORMED TO THE VEHICLE. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

***SHOP SUPPLY COSTS:**

We have added a charge equal to 10% of the total cost of labor and parts, not to exceed \$65.30, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
WASTE MGMT.FEE/MTL	
TOTAL CHARGES	
LESS DISCOUNT	
SALES TAX	
PLEASE PAY THIS AMOUNT	

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

NOTICE OF WORKER'S LIEN PURSUANT TO TEXAS PROPERTY CODE § 70.001: The undersigned, being the person who has paid for repairs to the vehicle described in this Repair Invoice, understands that if the Dealership relinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to exist and the Dealership is entitled to possession of the vehicle in accordance with § 9.609 of the Texas Business & Commerce Code until the amount due is paid.

CUSTOMER #: 255782

412345



INVOICE



HAYS COUNTY CONSTABLE PCT 4

195 ROGER HANKS PKWY

DRIPPING SPGS, TX 78620-5339

CHARLES.WILLIAMS@CO.HAYS.TX.US

HOME: CONT:512-858-7605

BUS: 512-214-4991 CELL:512-858-7605

PAGE 2

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SERVICE ADVISOR: 651 FRANK DUBUISSON

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	15	CHEVROLET TAHOE		1GNLC2EC8FR268227			110280/110287		T5824
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
01JAN15 DD			WAIT 19APR22				CASH	19APR22	

08:20 19APR22 13:41 19APR22

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

E BRAKE PEDAL PIVOT NUT/BOLT LOOSE

CAUSE: .

9102038 apply threadlocker to brake pedal pivot
 nut

589 WC

1 19369733 ADHESIVE

(N/C)

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E:

0.00

110280 RECALL LOCTITE ADDED TO PIVOT BOLT NUT

F MULTI-POINT VEHICLE INSPECTION

VINSF MULTI-POINT VEHICLE INSPECTION

589 IMM

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F:

0.00

G CUSTOMER STATES: TEMP GAUGE IS NOT WORKING/STUCK AND WHEN ENGINE IS

SHUT OFF FANS STAY RUNNING, CHECK ENGINE LIGHT IS ON

CS CUSTOMER STATES: TEMP GAUGE IS NOT

WORKING/STUCK AND WHEN ENGINE IS SHUT OFF

FANS STAY RUNNING, CHECK ENGINE LIGHT IS ON

589 CF

478.95

478.95

1 12674639 (S)OUTLET

71.03

1 12608814 (S)SENSOR

39.04

1 12378390 COOLANT

16.64

PARTS: 126.71 LABOR: 478.95 OTHER: 0.00 TOTAL LINE G:

605.66

110280 P0128 P0128 SET FOR THERMOSTAT REGULATING TEMP. THE

THERMOSTAT HOUSING AND COOLANT TEMP SENSOR WERE REPLACED DUE TO WEAR
 AND MILEAGE. COOLANT FILLED TO THE PROPER LEVEL. ENGINE RUN AND VEHICLE
 TEST DRIVEN. THE CODE DID NOT COME BACK ON

EST: 0.00 19APR22 08:20 SA: 651

CONTACT:

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
WASTE MGMT.FEE/MTL	
TOTAL CHARGES	
LESS DISCOUNT	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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CUSTOMER #: 255782

412345

Chuck Nash
AUTO GROUP**GMC**

INVOICE

HAYS COUNTY CONSTABLE PCT 4
195 ROGER HANKS PKWY
DRIPPING SPGS, TX 78620-5339
CHARLES.WILLIAMS@CO.HAYS.TX.US

PAGE 3

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SERVICE ADVISOR: 651 FRANK DUBUISSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	15	CHEVROLET TAHOE	1GNLC2EC8FR268227		110280/110287	T5824

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN15 DD			WAIT 19APR22			CASH	19APR22

R.O. OPENED READY OPTIONS: DLR:114876

08:20 19APR22 13:41 19APR22

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

 * THANK YOU FOR ENTRUSTING IN CHUCK NASH TO *
 * SERVICE YOUR VEHICLE. IF FOR ANY REASON *
 * YOU ARE NOT COMPLETELY SATISFIED WITH *
 * YOUR EXPERIENCE, CONTACT OUR SERVICE *
 * DEPARTMENT AT 512-396-7881.

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**ALL PARTS ARE NEW
UNLESS OTHERWISE
INDICATED.**

DESCRIPTION	TOTALS
LABOR AMOUNT	478.95
PARTS AMOUNT	126.71
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
WASTE MGMT.FEE/MTL	0.00
TOTAL CHARGES	605.66
LESS DISCOUNT	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	605.66

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the transfer of \$1,400.00 to the County Judge's Continuing Education budget to cover attendance to the South Texas County Judge's and Commissioners Conference and the Texas Emergency Management Conference and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 26, 2022	\$1,400

LINE ITEM NUMBER

001-600-00.5551

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

Attendance of the South Texas County Judge's & Commissioners Conference is needed to complete required Continuing Education requirements. As Director of Emergency Management, the County Judge will attend the Texas Emergency Management Conference in San Antonio.

Budget Amendment:

Increase County Judge's continuing education 001-600-00.5551

Potential Funding Source:

Decrease County Wide contingencies 001-645-00.5399

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 reimbursement for additional expenses amounting to \$236.99 related to the 2nd Annual Easter Event hosted at the Hays County Historical Courthouse.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 26, 2022	\$236.99

LINE ITEM NUMBER

001-600-00.5353

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

Unexpected expenses incurred preparing for this event, including decorating the picture frame on the courthouse grounds in the amount of \$30.49, Easter Bunny \$65, and additional eggs and candy \$141.50. Funds are available within the County Judge's operating budget for these expenses.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute two Texas Workforce Commission Data Exchange Requests and Safeguard Plans related to Information Release Contracts for the Hays County Criminal District Attorney's Office and the Hays County Sheriff's Office.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 26, 2022	\$1,500 per entity per year

LINE ITEM NUMBER

001-618-00.5448
001-607-00.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

SUMMARY

See attached material. The current Contracts for the DA's Office and the Sheriff's Office are set to expire on July 31, 2022. TWC requires entities to submit new Data Exchange Requests and Safeguard Plans in order for TWC to draft renewal Contracts. Any renewal Contracts will then be brought to Commissioners Court for approval.

Exhibit 1. TWC Data Exchange Request and Safeguard Plan

All statements and information on this form and associated correspondence relating to the Request and Security Plan (RSP) are incorporated by reference into the data exchange Contract with TWC as Exhibit 1.

Recipient agrees to provide written notice to TWC of any changes to the responses contained in this RSP during the Contract term immediately but no later than three (3) calendar days from the date of change. Email changes to DEcontracts@twc.texas.gov. After review and approval by TWC, the notice of changes shall be incorporated by reference into the Contract under Exhibit 1. **Any changes to the responses requested by Recipient and accepted by TWC in this Exhibit 1 shall amend the corresponding information in the GTC and A-H.**

This document is confidential under Texas Government Code regarding infrastructure security and shall be redacted from release in response to a request for information or documents. Contact TWC upon such a request.

Contact TWC upon such a request.

CONTRACTOR INFORMATION		Please answer each question. Do not leave any unanswered.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Hays County for the benefit of Hays County Criminal District Attorney's Office 712 S. Stagecoach Trail, Ste. 2057 San Marcos, TX 78666
2.	Entity Tax ID#	74-6002241
3.	Street Address – Line 1	712 S. Stagecoach Trail, Ste. 2057
4.	Street Address – Line 2	
5.	City, State, Zip	San Marcos, TX 78666
6.	New request or renewal of an existing contract?	<input type="checkbox"/> New request <input checked="" type="checkbox"/> Extension of existing agreement Previous/Current Contract #: <u>2920PEN061-1</u> <input type="checkbox"/> There are other contracts between TWC, and the party not affected by this Contract, which are as follows:
7.	Type of entity and authority to contract	<input checked="" type="checkbox"/> Texas Local Government Code, Chapter 791, Interlocal Cooperation Act (e.g., cities, counties) <input type="checkbox"/> Texas Government Code, Chapter 771, Interagency Cooperation Act (e.g., state agency) <input type="checkbox"/> Federal Agency Authority <input type="checkbox"/> If state agency, please specify authority
8.	Legal Purpose(s) for requesting information (Check all that apply)	<input checked="" type="checkbox"/> to assist in criminal investigations <input checked="" type="checkbox"/> to assist in locating defendants, witnesses, and fugitives in criminal cases <input checked="" type="checkbox"/> to assist in locating persons with outstanding warrants <input checked="" type="checkbox"/> to assist in locating probation absconders <input type="checkbox"/> to assist in determining eligibility for public assistance/services <input checked="" type="checkbox"/> other: please specify: <u>Section 1.2 of previous contract ...asset forfeiture and child protection cases...</u> (Language will be inserted into contract)

9	Requested length of contract term	<input checked="" type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> 4 years <input type="checkbox"/> 5 years
10.	Requested start date	<input type="checkbox"/> For federal entities only: to correspond with start of fiscal year starting:
DATA REQUESTED		Please answer each question. Do not leave any unanswered.
11.	Information requested (Check the data being requested)	<input checked="" type="checkbox"/> Wage Records (WR): <u>Wage Detail Inquiry</u> : View wage information for an individual. <u>Coworker Search</u> : View wages reported by an employer. <input checked="" type="checkbox"/> UI Benefits and Claimant Info (UI): <u>Personal Information</u> : View demographic information for an individual. <u>Claims</u> : View unemployment insurance claim information. <u>Payments</u> : View unemployment insurance payment info. <u>Employer Search</u> : Search employers by name or address. <input checked="" type="checkbox"/> Employer Records (ER) <u>Employer Master File</u> : Search Employer Master File and view state unemployment tax information.
12.	Method of receiving data	<input checked="" type="checkbox"/> Online access : Contractor access for lookup by SSN through a password-protected log-in account. Number of individuals needing access accounts: <input checked="" type="checkbox"/> 1-10 (The subscription rate is \$1,500 per year.) <input type="checkbox"/> 11-25 (The subscription rate is \$2,000 per year.) <input type="checkbox"/> 26-50 (The subscription rate is \$3,500 per year.) * <input type="checkbox"/> Specify other quantity * Please confirm that the number of Users given access is and will be limited to the minimum number necessary to accomplish the Limited Purpose(s). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Online Access for Over 25 User Accounts: *If the request is for more than 25 user accounts, please indicate the reason the volume of access accounts is necessary (check all that apply): There is/are: <input type="checkbox"/> a high volume of daily/weekly inquiries require the requested volume of use accounts <input type="checkbox"/> other reason(s) for the volume of access accounts: _____ _____ <input type="checkbox"/> Offline access : Offline Method of Transfer and Frequency: (Check applicable options) <input type="checkbox"/> Ongoing: Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of ongoing scheduled requests: <input type="checkbox"/> Nightly <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly

		<p> <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other – specify: </p> <p> <input type="checkbox"/> Non-scheduled - Upon Request: Ad hoc request for non-scheduled matches or data files. </p> <p> <input type="checkbox"/> One-time request for large quantity of records. </p> <p> <input type="checkbox"/> One-time request for one or a few records (less than 100 matches of SSNS or <5 TWC Employer ID or FEIN). Submit request to open.records@twc.texas.gov or fax request to 512-463-2990 or the open records portal at https://twc.govqa.us/WEBAPP/rs/(S(rqjbfuq2yv4rbj2wrzlu c3se))/supporthome.aspx. </p> <p>Specify the particular data elements for the information requested in question 11. E.g., name, address, wage benefit amount, employer name, telephone number, etc.</p> <p>1. If other specific data elements are requested, provide a data format.</p> <p>Offline Data Elements Requested: Data elements to be submitted to TWC for the resulting matched data:</p> <p> <input type="checkbox"/> SSN – Social Security Number Data available from TWC available for SSN matches from the <u>UI Wage Records</u>: Name: last, first, middle initial NAICS Quarter Wages were earned Quarterly Wages Employer Name Employer Address Employer Zip Employer contract Employer Telephone Employer Tax Account Number </p> <p>Instructions for submitting SSN-UI Wage Record Match Requests:</p> <p>Filename and format will be provided by and coordinated with the TWC developer upon receipt of Attachment E. REQUEST FOR TEXAS WORKFORCE COMMISSION RECORDS</p> <p>File transmission shall be protected using TWC Secure FTP and encrypted using at least 256-bit encryption.</p>
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		<input type="checkbox"/> TWC Employer ID Number (EIN) Data available from TWC available for EIN matches from the <u>Employer Tax Master File</u> : Name: last, first, middle initial Social Security Number Quarterly Wages Employer Name Employer Address Employer Zip Employer contact Employer Telephone Employer Tax Account Number Instructions for submitting Texas EIDs or FEINs: (follow the same pattern as for SSNs): Format sample: 123456789 Send seed file via secure file transfer to Agency's secure portal, currently GoAnywhere – https://mft.twc.state.tx.us/webclient/Login.xhtml (prior account establishment required) <input type="checkbox"/> Federal Employer ID Number (FEIN) Same as Texas Employer ID information Volume/quantity of offline records requested per submission and associated rates: Estimated number of individuals in which sensitive personally identifiable information requested at any one time: <input type="checkbox"/> 1-999: \$250 <input type="checkbox"/> 1,000 – 14,999: \$300 <input type="checkbox"/> 15,000 – 19,999: \$375 <input type="checkbox"/> 20,000 – 24,999: \$500 <input type="checkbox"/> 25,000 -Above: \$1,000 Hourly rate for programming of a new request or modification of an existing job: \$48.81. De-identification: If submitting SSNs to TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include only the unique identifier where feasible.
	SAFEGUARD REQUIREMENTS	Please answer each question. Do not leave any unanswered.
13.	How will data be viewed?	1) <input checked="" type="checkbox"/> We will ONLY view screen information.

	Select one of the three options.	<p>(Respond to #14-19, check "N/A" to #20 and #21.)</p> <p>2) <input type="checkbox"/> We will use electronic copies of screen prints (PDF), or <input type="checkbox"/> We will transfer data into an electronic record.</p> <p>(Respond to #14-20, check "N/A" to #21.)</p> <p>3) <input type="checkbox"/> We will use paper copies of screen prints, or <input type="checkbox"/> We will transfer information into paper records format.</p> <p>(Respond to #14-19 and #21, check "N/A" to #20)</p>
14.	Will non-employees be provided access to the data? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed.	<input checked="" type="checkbox"/> Only direct employees will be provided access. <input type="checkbox"/> Persons who are not employees may/will be provided access. Please specify those that apply: <input type="checkbox"/> Data Center Operators <input type="checkbox"/> Other Governmental Contractors: Please specify:
15.	Will the data you are requesting be disclosed to any other entity? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed.	<input type="checkbox"/> Yes - Specify: <input checked="" type="checkbox"/> No
16.	What access control methods will you use for access to the TWC information?	<input checked="" type="checkbox"/> Texas State Requirements under Title 1, Part 10, TAC Sec. 202, or comparable standards <input type="checkbox"/> National Institute of Secure Technology (NIST) or comparable standards <input type="checkbox"/> IRS Publication 1075 or comparable standards
17.	How will your organization assess your security posture?	<input type="checkbox"/> Vulnerability testing Frequency: _____ <input type="checkbox"/> Penetration testing Frequency: _____ <input checked="" type="checkbox"/> Audits Frequency: <u>Every 3 years by DPS (CJIS security audit)</u> <input type="checkbox"/> Other – Please specify: _____ Frequency: _____
18.	Are background checks performed on employees who will access information?	<input type="checkbox"/> No, background checks are not performed <input checked="" type="checkbox"/> Yes, background checks are performed. If yes, state when background checks are performed: <input checked="" type="checkbox"/> Pre-employment <input type="checkbox"/> Periodic checks during employment
19.	How will you have an auditable trail?	<input checked="" type="checkbox"/> I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. <input checked="" type="checkbox"/> Other, If Other specify: Each user maintains an inquiry log with the above data documented.
20.	How will you encrypt the data at rest?	<input type="checkbox"/> Please specify: <input checked="" type="checkbox"/> N/A – We do not keep data at rest.
21.	When will data destruction occur?	<input type="checkbox"/> Consistent with Texas State Libraries and Archives Commission (state records retention laws) <input type="checkbox"/> Consistent with other standards: Please specify: <input checked="" type="checkbox"/> N/A - We do not retain data.
CONTACTS		

22.	Point of Contact Name (for daily matters)	Matthew Grantham
23.	Point of Contact Title	Chief Investigator
24.	Point of Contact Phone	(512)393-7618
25.	Point of Contact E-mail	matthew.grantham@co.hays.tx.us
26.	Point of Contact Address	712 South Stagecoach Trail, Ste. 2057, San Marcos, TX 78666
27.	Alternate Point of Contact Name and Title	Jordan M. Powell Hays County Office of General Counsel Asst. General Counsel
28.	Alternate Point of Contact Phone	(512)393-2219
29.	Alternate Point of Contact E-mail	jordan.powell@co.hay.tx.us
30.	Alternate Point of Contact Address	111 East San Antonio Street, Ste. 202, San Marcos, TX 78666
31.	Signatory Name	Ruben Becerra
32.	Signatory Title	Hays County Judge
33.	Signatory Phone Number	(512)393-2251
34.	Signatory E-mail	ruben.becerra@co.hays.tx.us
35.	Signatory Address	111 East San Antonio Street, Ste. 300, San Marcos, TX 78666
36.	Data Technology Contact Name	Jeff McGill, Director of IT
37.	Data Technology Contact Phone	(512)393-2841
38.	Data Technology Contact E-mail	jmcgill@co.hays.tx.us
39.	Invoice Recipient Name	Marisol Villarreal-Alonzo
40.	Invoice Recipient Phone Number	(512)393-2251
41.	Invoice Recipient Title	Auditor
42.	Invoice Recipient E-mail	marisol.alonzo@co.hays.tx.us
43.	Invoice Recipient Address	712 South Stagecoach Trail, Ste. 1071, San Marcos, TX 78666

All statements and information on this form and associated correspondence relating to the Request and Safeguard Plan are incorporated by reference into the data exchange Contract with TWC as Exhibit 1. The original Exhibit 1 and contract must be signed by the Contract Signatory.

The person signing is authorized by Recipient to bind their organization to the terms of the contract.

Designation For Subsequent Submissions:

☒ By checking here, the contract signatory approves the Recipient Point of Contact as their designee for submission of subsequent updates to the Request for Safeguard Plan and requests for renewals for purposes of extending the duration and associated amount.

Contract Signatory or designee

Date

Printed Name/Title

For questions on how to complete this request form, contact DEContracts@twc.texas.com

Exhibit 1. TWC Data Exchange Request and Safeguard Plan

All statements and information on this form and associated correspondence relating to the Request and Security Plan (RSP) are incorporated by reference into the data exchange Contract with TWC as Exhibit 1.

Recipient agrees to provide written notice to TWC of any changes to the responses contained in this RSP during the Contract term immediately but no later than three (3) calendar days from the date of change. Email changes to DEcontracts@twc.texas.gov. After review and approval by TWC, the notice of changes shall be incorporated by reference into the Contract under Exhibit 1. **Any changes to the responses requested by Recipient and accepted by TWC in this Exhibit 1 shall amend the corresponding information in the GTC and A-H.**

This document is confidential under Texas Government Code regarding infrastructure security and shall be redacted from release in response to a request for information or documents. Contact TWC upon such a request.

Contact TWC upon such a request.

	CONTRACTOR INFORMATION	Please answer each question. Do not leave any unanswered.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Hays County Sheriff's Office
2.	Entity Tax ID#	74-6002241
3.	Street Address – Line 1	810 S. Stagecoach Trail
4.	Street Address – Line 2	
5.	City, State, Zip	San Marcos, TX 78666
6.	New request or renewal of an existing contract?	<input type="checkbox"/> New request <input checked="" type="checkbox"/> Extension of existing agreement Previous/Current Contract #: _____ <input type="checkbox"/> There are other contracts between TWC, and the party not affected by this Contract, which are as follows:
7.	Type of entity and authority to contract	<input checked="" type="checkbox"/> Texas Local Government Code, Chapter 791, Interlocal Cooperation Act (e.g., cities, counties) <input type="checkbox"/> Texas Government Code, Chapter 771, Interagency Cooperation Act (e.g., state agency) <input type="checkbox"/> Federal Agency Authority <input type="checkbox"/> If state agency, please specify authority
8.	Legal Purpose(s) for requesting information (Check all that apply)	<input checked="" type="checkbox"/> to assist in criminal investigations <input checked="" type="checkbox"/> to assist in locating defendants, witnesses, and fugitives in criminal cases <input checked="" type="checkbox"/> to assist in locating persons with outstanding warrants <input checked="" type="checkbox"/> to assist in locating probation absconders <input type="checkbox"/> to assist in determining eligibility for public assistance/services <input type="checkbox"/> other: please specify: (Language will be inserted into contract)
9.	Requested length of contract term	<input checked="" type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> 4 years <input type="checkbox"/> 5 years
10.	Requested start date	<input type="checkbox"/> For federal entities only: to correspond with start of fiscal year starting:

	DATA REQUESTED	Please answer each question. Do not leave any unanswered.
11.	Information requested (Check the data being requested)	<input checked="" type="checkbox"/> Wage Records (WR): <u>Wage Detail Inquiry</u> : View wage information for an individual. <u>Coworker Search</u> : View wages reported by an employer. <input checked="" type="checkbox"/> UI Benefits and Claimant Info (UI): <u>Personal Information</u> : View demographic information for an individual. <u>Claims</u> : View unemployment insurance claim information. <u>Payments</u> : View unemployment insurance payment info. <u>Employer Search</u> : Search employers by name or address. <input checked="" type="checkbox"/> Employer Records (ER) <u>Employer Master File</u> : Search Employer Master File and view state unemployment tax information.
12.	Method of receiving data	<input checked="" type="checkbox"/> Online access : Contractor access for lookup by SSN through a password-protected log-in account. Number of individuals needing access accounts: <div style="margin-left: 40px;"> <input checked="" type="checkbox"/> 1-10 (The subscription rate is \$1,500 per year.) <input type="checkbox"/> 11-25 (The subscription rate is \$2,000 per year.) <input type="checkbox"/> 26-50 (The subscription rate is \$3,500 per year.) * <input type="checkbox"/> Specify other quantity * </div> Please confirm that the number of Users given access is and will be limited to the minimum number necessary to accomplish the Limited Purpose(s). <input type="checkbox"/> Yes <input type="checkbox"/> No Online Access for Over 25 User Accounts: *If the request is for more than 25 user accounts, please indicate the reason the volume of access accounts is necessary (check all that apply): There is/are: <input type="checkbox"/> a high volume of daily/weekly inquiries require the requested volume of use accounts <input type="checkbox"/> other reason(s) for the volume of access accounts: <div style="border-bottom: 1px solid black; margin-bottom: 5px; width: 350px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px; width: 350px;"></div> <input type="checkbox"/> Offline access : Offline Method of Transfer and Frequency: (Check applicable options) <input type="checkbox"/> Ongoing: Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of ongoing scheduled requests: <input type="checkbox"/> Nightly <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other – specify: <input type="checkbox"/> Non-scheduled - Upon Request: Ad hoc request for non-scheduled matches or data files.

☐ One-time request for large quantity of records.

☐ One-time request for one or a few records (less than 100 matches of SSNS or <5 TWC Employer ID or FEIN).

Submit request to open.records@twc.texas.gov or fax request to 512-463-2990 or the open records portal at [https://twc.govqa.us/WEBAPP/rs/\(S\(rqjbfuq2yv4rbj2wrzlu c3se\)\)/supporthome.aspx](https://twc.govqa.us/WEBAPP/rs/(S(rqjbfuq2yv4rbj2wrzlu c3se))/supporthome.aspx).

Specify the particular data elements for the information requested in question 11. E.g., name, address, wage benefit amount, employer name, telephone number, etc.

1. If other specific data elements are requested, provide a data format.

Offline Data Elements Requested:

Data elements to be submitted to TWC for the resulting matched data:

☐ SSN – Social Security Number

Data available from TWC available for SSN matches from the UI Wage Records:

Name: last, first, middle initial

NAICS

Quarter Wages were earned

Quarterly Wages

Employer Name

Employer Address

Employer Zip

Employer contract

Employer Telephone

Employer Tax Account Number

Instructions for submitting SSN-UI Wage Record Match Requests:

Filename and format will be provided by and coordinated with the TWC developer upon receipt of Attachment E. REQUEST FOR TEXAS WORKFORCE COMMISSION RECORDS

File transmission shall be protected using TWC Secure FTP and encrypted using at least 256-bit encryption.

☐ TWC Employer ID Number (EIN)

Data available from TWC available for EIN matches from the Employer Tax Master File:

		<p>Name: last, first, middle initial Social Security Number Quarterly Wages Employer Name Employer Address Employer Zip Employer contact Employer Telephone Employer Tax Account Number</p> <p>Instructions for submitting Texas EIDs or FEINs: (follow the same pattern as for SSNs):</p> <p>Format sample: 123456789 Send seed file via secure file transfer to Agency's secure portal, currently GoAnywhere – https://mft.twc.state.tx.us/webclient/Login.xhtml (prior account establishment required)</p> <p><input type="checkbox"/> Federal Employer ID Number (FEIN) Same as Texas Employer ID information</p> <p>Volume/quantity of offline records requested per submission and associated rates: Estimated number of individuals in which sensitive personally identifiable information requested at any one time:</p> <p><input type="checkbox"/> 1-999: \$250 <input type="checkbox"/> 1,000 – 14,999: \$300 <input type="checkbox"/> 15,000 – 19,999: \$375 <input type="checkbox"/> 20,000 – 24,999: \$500 <input type="checkbox"/> 25,000 -Above: \$1,000</p> <p>Hourly rate for programming of a new request or modification of an existing job: \$48.81.</p> <p>De-identification: If submitting SSNs to TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include only the unique identifier where feasible.</p>
	SAFEGUARD REQUIREMENTS	Please answer each question. Do not leave any unanswered.
13.	How will data be viewed? Select one of the three options.	1) <input checked="" type="checkbox"/> We will ONLY view screen information. (Respond to #14-19, check "N/A" to #20 and #21.) 2) <input type="checkbox"/> We will use electronic copies of screen prints (PDF), or <input type="checkbox"/> We will transfer data into an electronic record. (Respond to #14-20, check "N/A" to #21.)

		3) <input type="checkbox"/> We will use paper copies of screen prints, or <input type="checkbox"/> We will transfer information into paper records format. (Respond to #14-19 and #21, check "N/A" to #20)
14.	Will non-employees be provided access to the data? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed.	<input checked="" type="checkbox"/> Only direct employees will be provided access. <input type="checkbox"/> Persons who are not employees may/will be provided access. Please specify those that apply: <input type="checkbox"/> Data Center Operators <input type="checkbox"/> Other Governmental Contractors: Please specify:
15.	Will the data you are requesting be disclosed to any other entity? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed.	<input type="checkbox"/> Yes - Specify: <input checked="" type="checkbox"/> No
16.	What access control methods will you use for access to the TWC information?	<input checked="" type="checkbox"/> Texas State Requirements under Title 1, Part 10, TAC Sec. 202, or comparable standards <input type="checkbox"/> National Institute of Secure Technology (NIST) or comparable standards <input type="checkbox"/> IRS Publication 1075 or comparable standards
17.	How will your organization assess your security posture?	<input checked="" type="checkbox"/> Vulnerability testing Frequency: _____ <input checked="" type="checkbox"/> Penetration testing Frequency: _____ <input checked="" type="checkbox"/> Audits Frequency: _____ <input type="checkbox"/> Other – Please specify: _____ Frequency: _____
18.	Are background checks performed on employees who will access information?	<input type="checkbox"/> No, background checks are not performed <input checked="" type="checkbox"/> Yes, background checks are performed. If yes, state when background checks are performed: <input checked="" type="checkbox"/> Pre-employment <input type="checkbox"/> Periodic checks during employment
19.	How will you have an auditable trail?	<input checked="" type="checkbox"/> I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. <input checked="" type="checkbox"/> Other, If Other specify: Each user maintains an inquiry log with case or cause number referenced per inquiry.
20.	How will you encrypt the data at rest?	<input type="checkbox"/> Please specify: <input checked="" type="checkbox"/> N/A – We do not keep data at rest.
21.	When will data destruction occur?	<input checked="" type="checkbox"/> Consistent with Texas State Libraries and Archives Commission (state records retention laws) <input type="checkbox"/> Consistent with other standards: Please specify: <input checked="" type="checkbox"/> N/A - We do not retain data.
	CONTACTS	
22.	Point of Contact Name (for daily matters)	Michael Briggs Hays County Sheriff's Office
23.	Point of Contact Title	Lieutenant
24.	Point of Contact Phone	512-393-7822

25.	Point of Contact E-mail	Michael.briggs@co.hays.tx.us
26.	Point of Contact Address	810 S. Stagecoach Trail San Marcos TX 78666
27.	Alternate Point of Contact Name and Title	Jordan M. Powell Hays County Office of General Counsel Asst. General Counsel
28.	Alternate Point of Contact Phone	512-393-2219
29.	Alternate Point of Contact E-mail	Jordan.powell@co.hays.tx.us
30.	Alternate Point of Contact Address	111 East San Antonio, Suite 202 San Marcos TX 78666
31.	Signatory Name	Ruben Becerra
32.	Signatory Title	Hays County Judge
33.	Signatory Phone Number	512-393-2251
34.	Signatory E-mail	Ruben.becerra@co.hays.tx.us
35.	Signatory Address	111 East San Antonio, Suite 202 San Marcos TX 78666
36.	Data Technology Contact Name	Jeff McGill, Director of IT
37.	Data Technology Contact Phone	512-393-2841
38.	Data Technology Contact E-mail	jmcgill@co.hays.tx.us
39.	Invoice Recipient Name	Marisol Villarreal-Alonzo
40.	Invoice Recipient Phone Number	512-393-2251
41.	Invoice Recipient Title	Auditor
42.	Invoice Recipient E-mail	Marisol.alonso@co.hays.tx.us
43.	Invoice Recipient Address	712 S. Stagecoach Trail, Suite 1071 San Marcos TX 78666

All statements and information on this form and associated correspondence relating to the Request and Safeguard Plan are incorporated by reference into the data exchange Contract with TWC as Exhibit 1. The original Exhibit 1 and contract must be signed by the Contract Signatory.

The person signing is authorized by Recipient to bind their organization to the terms of the contract.

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Contract Signatory or designee

Date

Printed Name/Title

For questions on how to complete this request form, contact DEContracts@twc.texas.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 call for a public hearing on May 10, 2022 to establish stop locations on Crosscreek Drive & Bluff Trail at their intersections with Bear Creek Pass in Bear Creek Estates subdivision.

ITEM TYPE

ACTION-ROADS

MEETING DATE

April 26, 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

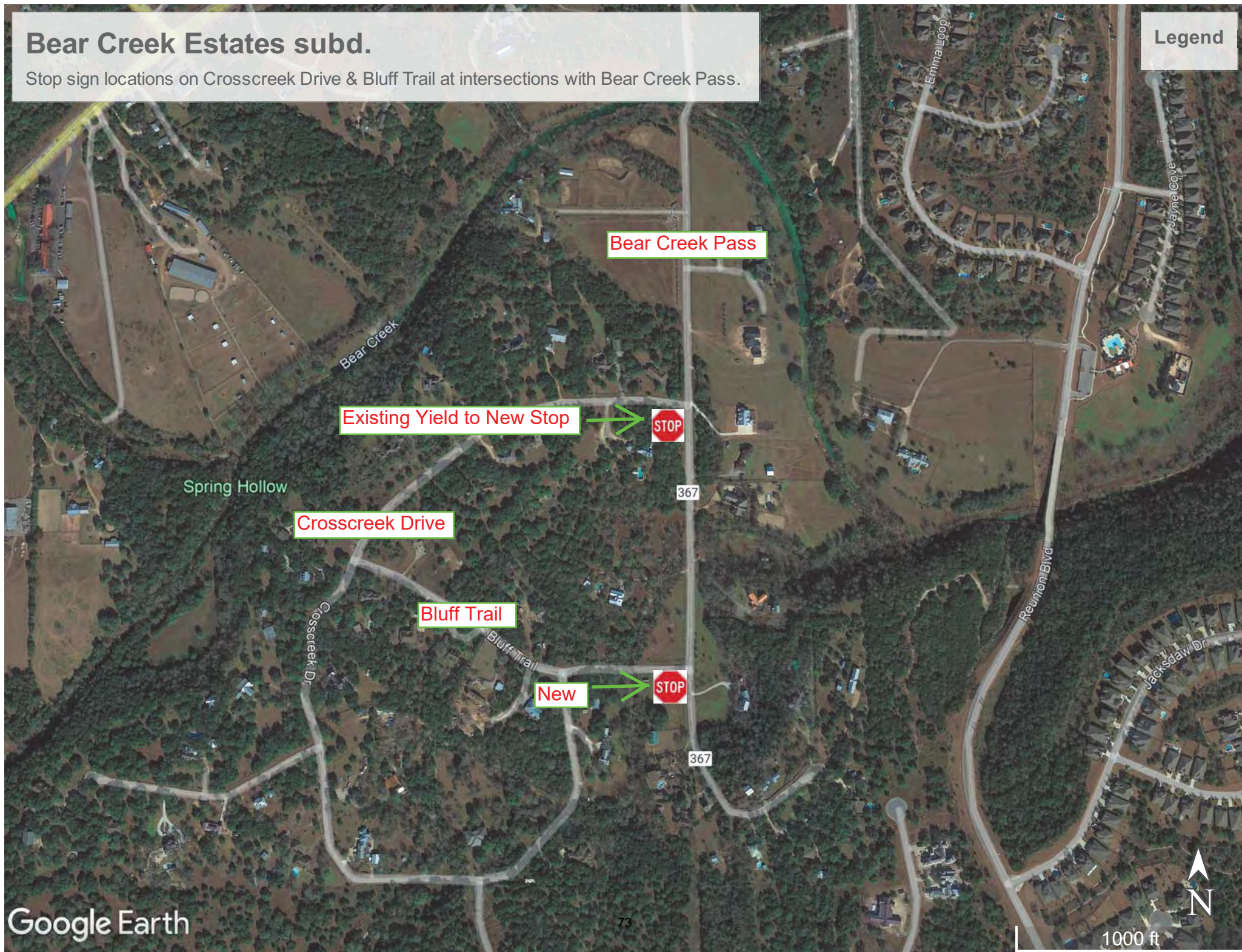
SUMMARY

There is a need to establish a stop sign location on Crosscreek Drive, which will replace an existing Yield sign, as well as a stop sign location on Bluff Trail where both roads intersect Bear Creek Pass for safety concerns and enforcement.

Bear Creek Estates subd.

Stop sign locations on Crosscreek Drive & Bluff Trail at intersections with Bear Creek Pass.

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 call for a public hearing on May 10, 2022 to establish stop locations on Appaloosa Way, in Appaloosa Acres subdivision, at the intersection with Petras Way and at the intersection with Bridle Path.

ITEM TYPE

ACTION-ROADS

MEETING DATE

April 26, 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

INGALSBE

CO-SPONSOR

N/A

SUMMARY

There is a need to establish stop sign locations on Appaloosa Way at each end where it T's at Petras Way and at Bridle Path for safety concerns and enforcement.

Appaloosa Acres

Existing & proposed stop sign locations.

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 #PB03016800710M in the amount of \$26,929.65 for 6 Creeks subdivision, Phase 1, Section 5A.

ITEM TYPE

ACTION-ROADS

MEETING DATE

April 26, 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

SHELL

CO-SPONSOR

N/A

SUMMARY

Staff recommends the release of the revegetation bond that was issued for 6 Creeks subd., Phase 1, Section 5A 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 acceptance of road construction & surface drainage improvements, release of the Letter of Credit #20214349 in the amount of \$556,380.37, acceptance of the 2-year maintenance bond #PB03016800694M3 in the amount of \$59,069.03, and acceptance of the 2-year revegetation bond #PB03016800694M4 in the amount of \$22,277.75 for 6 Creeks subdivision, Phase 1, Section 4B.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 26, 2022	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

April 19, 2022

Honorable Ruben Becerra
111 E. San Antonio Street
San Marcos, Texas 78666

RE: 6 Creeks subdivision, Phase 1, Section 4B

Dear Commissioners and Judge:

Becky Carroll, P.E. with Pape-Dawson Engineers, is requesting that Hays County accept construction of the roads and surface drainage improvements for 6 Creeks subdivision, Phase 1, Section 4B, release the Letter of Credit #20214349 in the amount of \$556,380.37, accept the 2-year maintenance bond #PB03016800694M3 in the amount of \$59,069.03, and accept the 2-year revegetation bond #PB03016800694M4 in the amount of \$22,277.75. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

Jerry Borcharding, P.E.
Director
Hays County Transportation

April 11, 2022

Mr. Jim Parman
Hays County Transportation Department
2171 Yarrington Rd
Kyle, TX 78640

Re: Engineer's Concurrence for Project Acceptance

Dear Mr. Parman:

Project: 6 Creeks-Phase 1, Section 4B
Date: April 11, 2022
Owner: HMBRR Development, Inc.
1011 N. Lamar
Austin, TX 78703

Consultant Engineer: Pape-Dawson Engineers, Inc.
Attn: Becky Carroll, P.E.
2000 NW Loop 410
San Antonio, TX 78213

On this date, I, the undersigned Professional Engineer in the State of Texas, confirm that a member of my staff had met with the Project Contractor, City of Kyle and Hays County and made a final visual observation of the above referenced project. The items noted during the final Hays County walk-through on February 9, 2022 have been addressed and no other discrepancies from the approved plans were found other than those identified on the Plan of Record. I, therefore recommend acceptance of this project by the City of Kyle and Hays County.

Sincerely,
Pape-Dawson Engineers, Inc.



Becky Carroll, P.E.
Vice President

P:\81\41\19\Word\Letters\220406a1.docx

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
877-438-7459

Bond No. PB03016800694M3

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DNT Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto Hays County as Obligee, in the penal sum of Fifty Nine Thousand Sixty Nine and 03/100 (\$59,069.03) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a contract with Hays County dated January 28, 2022 for 6 Creeks Ph 1 Section 4B, Hays County Transportation Department, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 5th day of April, 2022.

DNT Construction, LLC
Principal

By: 
Dean Tomme, President

Philadelphia Indemnity Insurance Company

By: 
Rosemarie Lopez, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

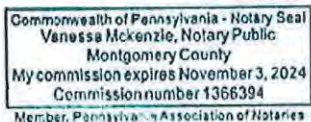


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of April, 2022.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

**P.O. Box 149104
Austin, TX 78714-9104
Web: <http://www.tdi.texas.gov>**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tambien puede escribir a Philadelphia Indemnity Insurance Company:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Web: <http://www.tdi.texas.gov>**

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

MAINTENANCE - REVEGETATION BOND

Bond No. PB03016800694M4

KNOW ALL MEN BY THESE PRESENTS,

That we DNT Construction, LLC, as Principal, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, a corporation organized under the laws of the State of Pennsylvania, and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto Hays County, Texas as Obligee in the penal sum of Twenty Two Thousand Two Hundred Seventy Seven and 75/100 (\$22,277.75) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed that certain work (herein referred to as the "Work") described as:

Non-Native Seeding for Erosion Control, Hydro Mulch Improvements – 6 Creeks Ph 1 Section 4B Hays County, Revegetation Bond

WHEREAS, the Obligee requires that the Principal furnish a bond conditioned to guarantee the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall indemnify the Obligee for all loss that the obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, at the expiration of the period of sixty days from the date of substantial completion, being the establishment of grass/vegetation at 70% in areas of hydro mulch, then this obligation shall be void, otherwise to remain in full force and effect for a period of up to Two Year (s). However, such termination shall not discharge the Surety from any liability previously accrued pursuant to this bond.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Obligee to perform obligee-required maintenance, nor any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Signed, Sealed and Dated this April 5, 2022.

DNT Construction, LLC
Principal

By: 

Dean Tomme, President

PHILADELPHIA INDEMNITY INSURANCE COMPANY
Surety

By: 

Rosemarie Lopez, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

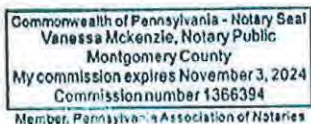
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

Vanessa McKenzie

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of April, 2022.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

**P.O. Box 149104
Austin, TX 78714-9104
Web: <http://www.tdi.texas.gov>**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND: This notice is for information only and does not become a part or condition of the attached document.

ADVISOR IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tambien puede escribir a Philadelphia Indemnity Insurance Company:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Web: <http://www.tdi.texas.gov>**

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1780-PC; Hold a public hearing with possible action to approve the Stagecoach Ranch, Sec 3, Lot 1, Replat.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

April 26, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

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.



Hays County Commissioners Court Agenda Request

Meeting Date: April 26th, 2022

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco, Development Services Director

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

Hold a public hearing with possible action to approve regarding the final plat of the Replat of Lot 1 in the Stagecoach Ranch Subdivision, Section 3.

BACKGROUND/SUMMARY OF REQUEST:

- A) 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.
- B) The proposed replat will divide Lot 1 of Section 3 into two lots: Lot 1A and 1B.
- C) Water utility will be provided by individual private wells and rainwater collection. Wastewater treatment will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

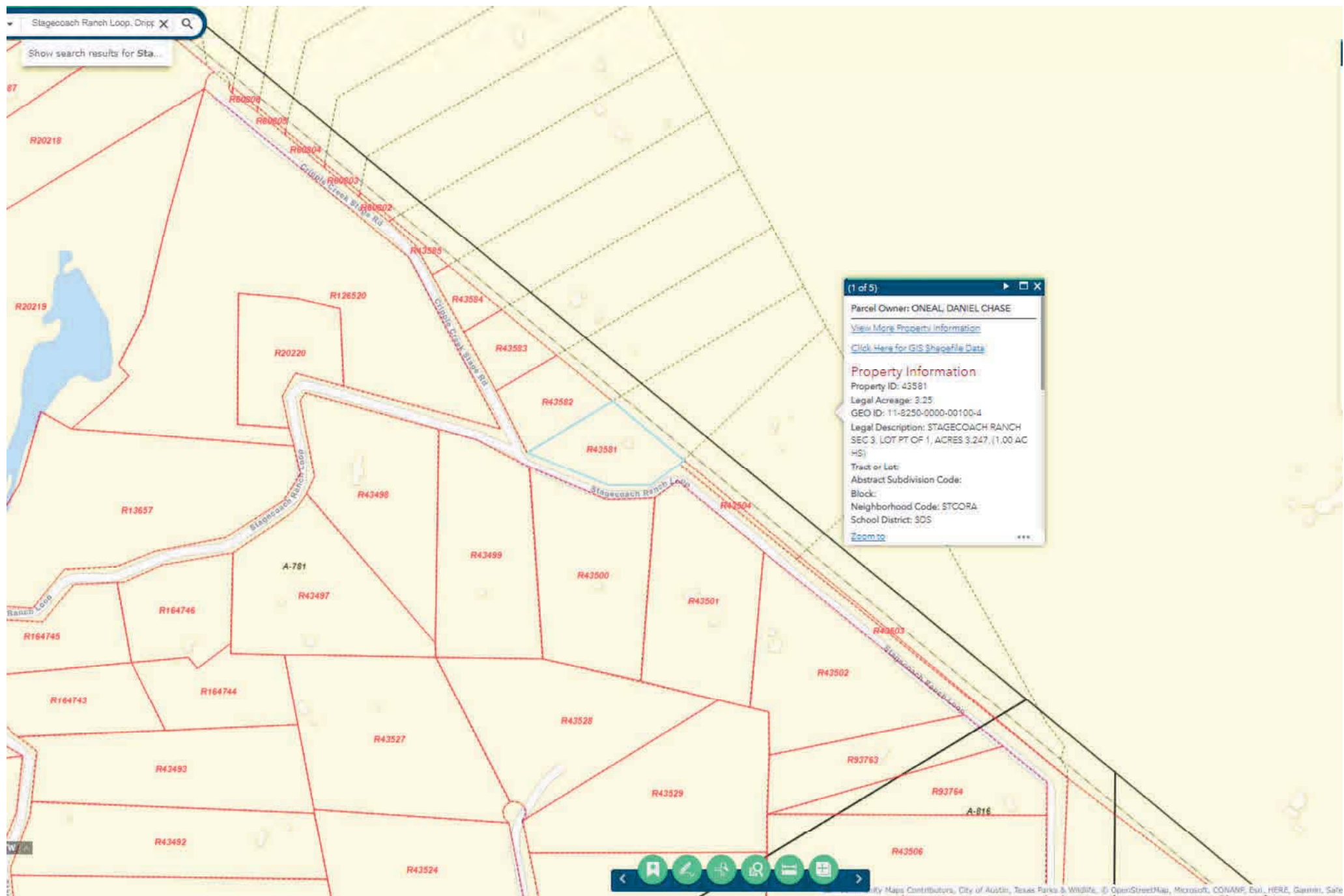
Staff has completed Technical Review for the Stagecoach Ranch, Sec 3, Lot 1, Replat. The items remaining are to hold the public hearing for the replat and discuss final action on the proposed replat.

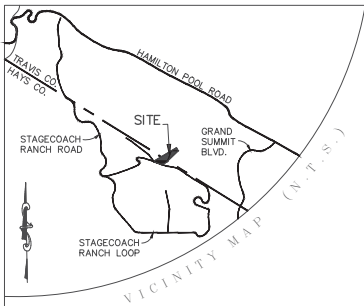
There are no variances requested. This item has full staff recommendation.

ATTACHMENTS/EXHIBITS:

Property Location Map

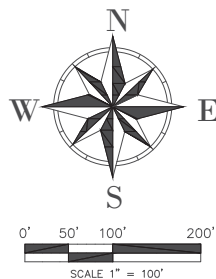
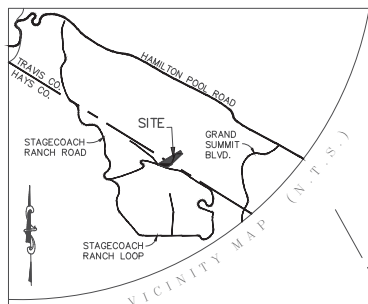
Subdivision Plat





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.



Line Table		
Line #	Direction	Length
L1	S56°12'40"W	160.24'
L2	S88°02'56"W	188.27'
L3	N37°29'23"W	20.65'
L4	N29°13'38"W	13.96'

LEGEND

(CM)	CONTROLLING MONUMENT
○	1/2" IRON ROD SET WITH CAP
●	ONEAL 6570" (UNLESS NOTED)
●	1/2" IRON ROD FOUND
□	CONCRETE MONUMENT SET
—	BOUNDARY LINE
- - -	ADJOINER/R.O.W. LINE
- - -	COUNTY LINE (APPROXIMATE)
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS, HAYS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
PLAT NOTES: R.O.W.	RIGHT-OF-WAY

- ALL PREVIOUS EASEMENTS AND RESTRICTIONS PERTAINING TO THIS PROPERTY ARE STILL IN AFFECT.
- RECORD SUBDIVISION PLAT STAGECOACH RANCH SECTION THREE CABINET 2, SLIDE 358, PLAT RECORDS, HAYS COUNTY, TEXAS
- RESTRICTIONS AND LIMITATIONS FOR STAGECOACH RANCH, SECTION THREE, VOLUME 397, PAGE 9, DEED RECORDS, HAYS COUNTY, TEXAS
 - ALL BUILDINGS / STRUCTURES MUST BE SETBACK 25' (TWENTY-FIVE FEET) FROM ALL ROADWAYS, PROPERTY LINES AND FROM ALL PROPERTY SIDE LOT LINES.
 - 10' WIDE, UTILITY AND DRAINAGE EASEMENT ALONG ALL PROPERTY LINES.
- THE PURPOSE OF THIS PLAT IS TO SPLIT 1 LOT INTO 2 LOTS FOR CONVEYANCE.
- LOTS RESTRICTED TO ONE SINGLE FAMILY RESIDENCE

MAIL BOX NOTE: MAILBOXES PLACED WITHIN THE RIGHT-OF-WAY SHALL BE APPROVED TEXAS DEPARTMENT OF TRANSPORTATION OR FEDERAL HIGHWAY ADMINISTRATION DESIGN, PER HAYS COUNTY, DEVELOPMENT REGULATION, CHAPTER 721, SUBCHAPTER 2.01

FLOOD AREA NOTE: ACCORDING TO MAP NO. 48209C0050F, DATED SEPTEMBER 2, 2005 (HAYS COUNTY) AND MAP NO. 48453C00380, 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.

GENERAL NOTES:

- THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 ON GRID COORDINATE VALUES, NO SCALE AND NO PROJECTION.
- BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983.



O'NEAL SURVEYING CO.
205 WINDCO 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.)

OWNER
DANIEL O'NEAL
P.O. BOX 361
ATHENS, TX 75751

SURVEYOR
O'NEAL SURVEYING CO.
205 WINDCO CIR., STE. 100
WYLIE, TX 75098
TBPLS FIRM NO. 10194132

STAGECOACH RANCH
SECTION ONE
LOT 12

STAGECOACH RANCH
SECTION ONE
LOT 13

STAGECOACH RANCH
SECTION ONE
LOT 16

Lot Summary Table		
Lot No.	Usage	Area
1A	Residential	5,031 ac.
1B	Residential	5,000 ac.

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

SCALE: 1"=100' MARCH, 2022 SHEET 2 OF 4

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 DATE
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
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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
ATHENS, 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.

STATE OF TEXAS
COUNTY OF TRAVIS

I, REBECCA GUERRERO, COUNTY CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT 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 TRAVIS COUNTY, TEXAS, IN INSTRUMENT NUMBER _____.

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

REBECCA GUERRERO
COUNTY CLERK, TRAVIS COUNTY, TEXAS

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 DATE _____
ON-SITE WASTEWATER, TRAVIS COUNTY TNR

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 DATE _____
O'NEAL SURVEYING COMPANY, LLC
TBPELS FIRM NO. 10194132
205 WINDDO CIR., STE. 100
WYILE, TX 75098

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 WINDDO CIR., STE. 100
WYILE, 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; Hold a public hearing with possible action to approve the Glenn H. Kothmann Properties Subdivision, Lot 14, Replat.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

April 26, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

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.



Hays County Commissioners Court Agenda Request

Meeting Date: April 26th, 2022

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco, Development Services Director

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

Hold a public hearing with possible action to approve regarding the final plat of the Replat of Lot 14 in the Glenn H. Kothmann Properties Subdivision.

BACKGROUND/SUMMARY OF REQUEST:

- A) Glenn H. Kothmann Properties Subdivision is a recorded subdivision located along Kothmann Road, a County maintained regulated roadway in Precinct 3.
- B) The proposed replat will divide Lot 14 into two lots: Lot 14A and 14B, across 10.227 acres.
- C) Water utility will be provided by individual private wells and rainwater collection. Wastewater treatment will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

Staff has completed review for the Glenn H. Kothmann Properties Subdivision, Lot 14, Replat. The items remaining are to hold the public hearing for the replat and discuss final action on the proposed replat.

There are no variances requested. This item has full staff recommendation.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

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:

- BEARING BASIS IS GRID NORTH, TEXAS COORDINATE SYSTEM, NAD83 (2011) SOUTH CENTRAL ZONE. UNITS = US SURVEY FEET.
- 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.
- 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.
- NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE E.T.J. OF ANY INCORPORATED MUNICIPALITY.
- THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
- WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM PRIVATE WATER WELLS OR RAINWATER COLLECTION.
- ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
- 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.
- 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.
- A 20' PUBLIC UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO THE RIGHT-OF-WAYS OF ALL STREETS IN THIS SUBDIVISION.
- 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.
- WASTEWATER TREATMENT FOR THIS SUBDIVISION IS TO BE PROVIDED BY INDIVIDUAL ADVANCED ON-SITE SEWAGE FACILITIES AS APPROVED BY HAYS COUNTY DEVELOPMENT SERVICES.

LOT 38A-2
REPLAT OF LOT 38A
GLENN H. KOTHMANN PROPERTIES SUBDIVISION
VOL. 17, PG. 394
PLAT RECORDS, HAYS COUNTY, TX

S 89°52'45" E 618.80'

S 89°34'50" E 19.24'

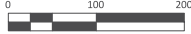
LOT 14A
6.053 AC.

LOT 14B
4.174 AC.

LOT 11
GLENN H. KOTHMANN
PROPERTIES
VOL. 2, PG. 2
PLAT RECORDS,
HAYS COUNTY, TX

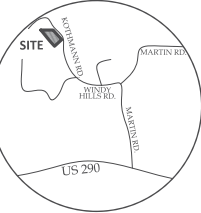
PLAT NOTES:

- 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.
- THIS PLAT LIES WITHIN HAYS COUNTY ESD #1 AND ESD #6.
- THIS PLAT LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
- ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
- 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.
- 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

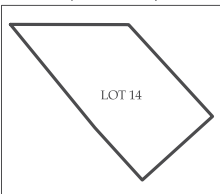


GRAPHIC SCALE
1" = 100'
SAMUEL VOIGHT SURVEY, A-466
HAYS COUNTY, TX

VICINITY MAP
(NOT TO SCALE)



ORIGINAL LOT CONFIGURATION
(NOT TO SCALE)



WHITECAP
— SURVEY COMPANY —

WHITECAP SURVEY COMPANY, LLC
TBPELS FIRM NO. 10194424
PO BOX 1225
DRIPPING SPRINGS, TX 78620
(812) 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

PLN-1806-NP; Discussion and possible action to approve the Vista West Ranches, Lots 13A, 13A-1, 14A, and 14A-1, Final Plat.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

April 26, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Vista West Ranch is an unrecorded subdivision located along McGregor Lane and Vista West Ranch Road in Precinct 3.

The proposed plat will divide Tracts 13 and 14, creating 4 lots: Lot 13A, 13A-1, 14A, and 14A-1, across 22.28 acres. Water utility will be provided by individual private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.



Hays County Commissioners Court Agenda Request

Meeting Date: April 26, 2022

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco, Director of Development Services

Sponsoring Court Member: Commissioner Lon Shell

AGENDA ITEM LANGUAGE:

Discussion and possible action to approve the final plat for Vista West Ranches, Lots 13A, 13A-1, 14A, and 14A-1, Final. (PLN-1806-NP)

BACKGROUND/SUMMARY OF REQUEST:

- A) Vista West Ranch is an unrecorded subdivision located along McGregor Lane and Vista West Ranch Road in Precinct 3.
- B) This property lies in the fully unincorporated area of Hays County. The proposed plat will divide Tracts 13 and 14, creating 4 lots: Lot 13A, 13A-1, 14A, and 14A-1, across 22.28 acres.
- C) Water utility will be provided by individual private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.

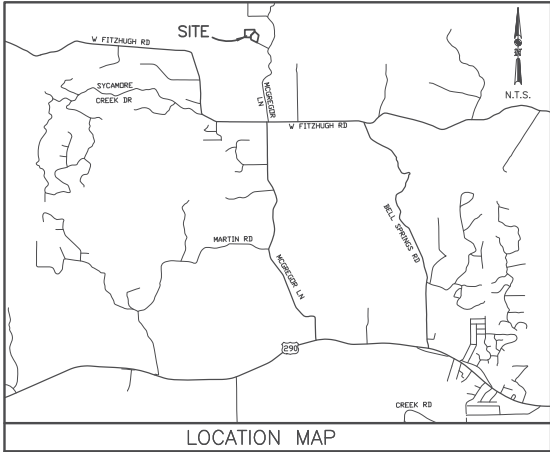
STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances and has full staff recommendation for approval.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat



PLAT OF VISTA WEST RANCHES

CREATING LOTS 13A, 13A-1, 14A AND 14A-1

PLAT SHOWING: LOT 13A, CONTAINING 6.010 ACRES OF LAND, LOT 13A-1, CONTAINING 5.500 ACRES OF LAND, LOT 14A, CONTAINING 5.387 ACRES OF LAND, AND LOT 14A-1, CONTAINING 5.388 ACRES OF LAND, IN THE S.M. BERYMAN SURVEY NO. 2, ABSTRACT NO. 711, AND THE JOHANNA BERRYMAN SURVEY NO. 2, ABSTRACT NO. 719, HAYS COUNTY, TEXAS AND BEING TRACT 13 VISTA WEST RANCHES AN UNRECORDED SUBDIVISION AS RECORDED IN INSTRUMENT NO. 17009343, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS AND TRACT 14 VISTA WEST RANCHES AN UNRECORDED SUBDIVISION AS RECORDED IN INSTRUMENT NO. 20035146, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS.

NOTES:

1. BASIS OF BEARING WAS ESTABLISHED FROM THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.
2. FIELD SURVEY COMPLETED 03/26/2021.
3. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 1 AND 6.
4. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
5. THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
6. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
7. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
8. BEARINGS AND DISTANCES SHOWN ON THIS PLAT AS "RECORD", WERE TAKEN FROM DEED RECORDED IN INSTRUMENT NO. 17009343, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS AND DEED RECORDED IN INSTRUMENT NO. 20035146, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS.
9. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE BARTON SPRINGS SEGMENT OF THE EDWARDS AQUIFER.
10. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
11. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DELINEATED ON HAYS COUNTY COMMUNITY PANEL NO. 48209C0025F, DATED 9/2/2005.
12. MAIL BOXES PLACED WITHIN THE RIGHT-OF-WAY SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01
13. WATER SERVICE WILL BE PROVIDED BY A PRIVATE WATER WELL.
14. WASTEWATER SERVICE FOR THE SUBDIVISION WILL BE ADVANCED OSSF.
15. ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE INC.
16. TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY FRONTIER COMMUNICATIONS.
17. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

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 RESOURCES.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

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

MARCUS PACHECO
DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES

DATE

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

DATE

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



REGISTERED PROFESSIONAL LAND SURVEYOR #5207
DONALD DEAN BOERNER
DONNIE BOERNER SURVEYING COMPANY L.P.
228 HOLIDAY ROAD
COMFORT, TEXAS 78013

DONNIE BOERNER SURVEYING COMPANY L.P.
228 HOLIDAY ROAD
COMFORT, TEXAS 78013
PH: 830-377-2492

FIRM NO. 10193963

DATE: 02-18-2022

JOB# 21-269

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT WE, JOE HOGGE AND STACEY HOGGE, OWNER OF 11.510 ACRES IN THE S.M. BERYMAN SURVEY NO. 2, ABSTRACT NO. 711, SITUATED IN HAYS COUNTY, TEXAS AND BEING THAT SAME TRACT OF LAND CONVEYED TO JOE HOGGE AND STACEY HOGGE BY DEED RECORDED IN INSTRUMENT NO. 17009343, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DESCRIBED AS TRACT 13, VISTA WEST RANCHES, AN UNRECORDED SUBDIVISION IN SAID COUNTY AND STATE, DO HEREBY SUBDIVIDE THIS PROPERTY TO BE KNOWN AS LOT 13A AND LOT 13A-1 VISTA WEST RANCHES, 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 STREETS AND EASEMENTS SHOWN HEREON.

OWNER TRACT 13:
JOE HOGGE
4505 MCGREGOR LANE
DRIPPING SPRINGS, TEXAS 78620

OWNER TRACT 13:
STACEY HOGGE
4505 MCGREGOR LANE
DRIPPING SPRINGS, TEXAS 78620

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOE HOGGE, AND STACEY HOGGE KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF ____, A.D., 2022.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT I, STACEY DAUN HOGGE, OWNER OF 10.76 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHANNA BERRYMAN SURVEY NO. 2, ABSTRACT NO. 719 AND THE S.M. BERYMAN SURVEY NO. 2, ABSTRACT NO. 711, SITUATED IN HAYS COUNTY, TEXAS AND BEING THAT SAME TRACT OF LAND CONVEYED TO STACEY DAUN HOGGE BY DEED RECORDED IN INSTRUMENT NO. 20035148, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DESCRIBED AS TRACT 14, VISTA WEST RANCHES, AN UNRECORDED SUBDIVISION IN SAID COUNTY AND STATE, DO HEREBY SUBDIVIDE THIS PROPERTY TO BE KNOWN AS LOT 14A AND LOT 14A-1 VISTA WEST RANCHES, 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 STREETS AND EASEMENTS SHOWN HEREON.

OWNER TRACT 14:
STACEY DAUN HOGGE
4505 MCGREGOR LANE
DRIPPING SPRINGS, TEXAS 78620

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF ____, A.D., 2022.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF KENDALL

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF ____, A.D. 2022, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER ____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF ____, A.D. 2022.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF KENDALL

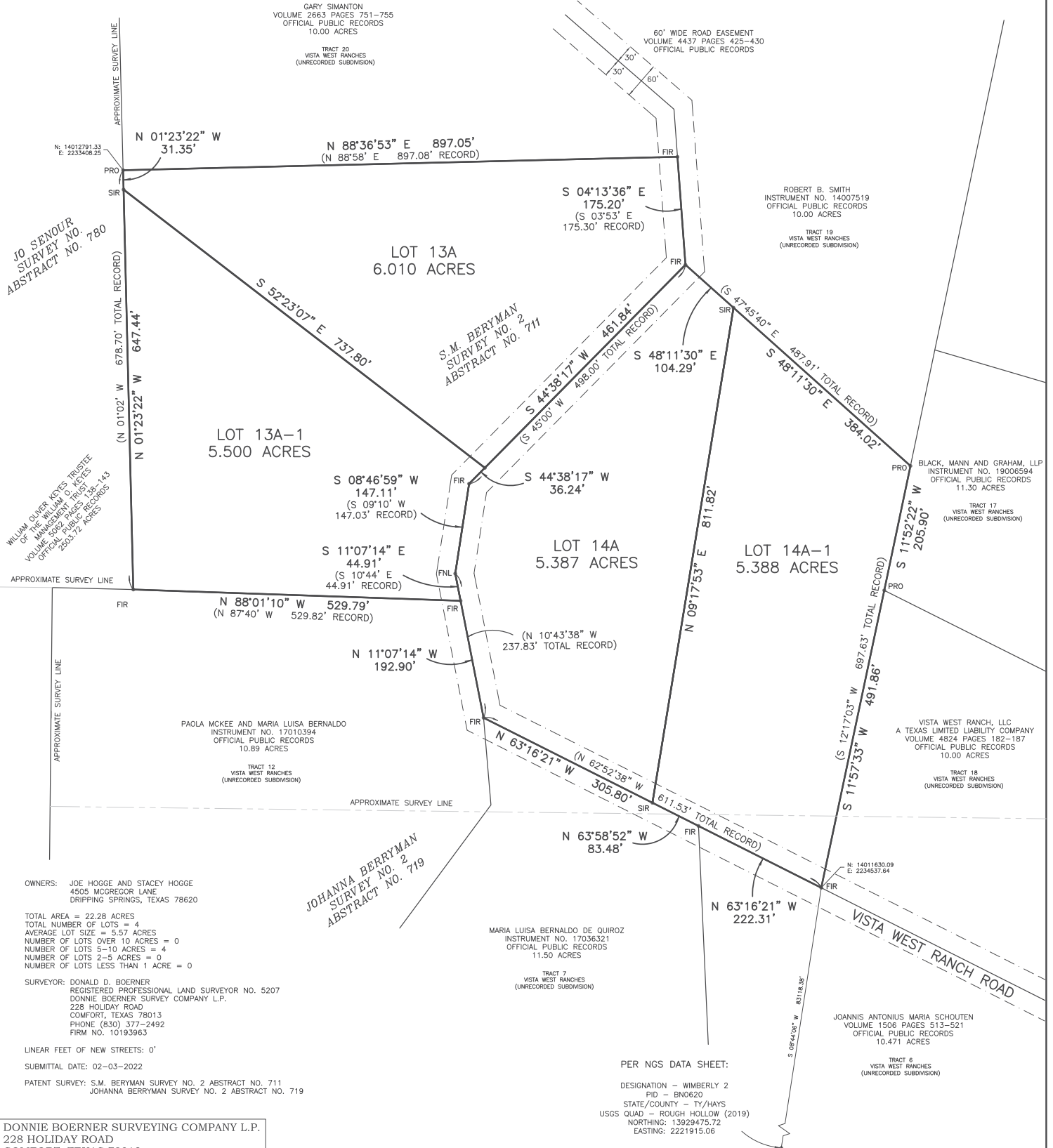
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF ____, A.D. 2022, AT ____ O'CLOCK ____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER ____.

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

LEGEND:

FIR FOUND 1/2" STEEL ROD
FNL FOUND NAIL
SIR SET 1/2" STEEL ROD WITH AN ORANGE "RPLS 5207" PLASTIC CAP
PRO FOUND STEEL ROD WITH AN ALUMINUM CAP STAMPED "PRO-TECH ENG"

SCALE: 1" = 100'



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-1925-NP; Bluff Springs Estates, Final. Discussion and possible action to approve the final plat.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

April 26, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Bluff Springs Estates is a proposed subdivision located off of Ranch Road 12 in Precinct 3.

The subdivision will consist of 15 residential lots and 1 right-of-way lot over 273.9 acres.

All roadways within this subdivision will be privately maintained under the executed Road Maintenance Agreement.

Water utility will be achieved by individual private wells. Wastewater treatment will be achieved by individual on-site sewage facilities.



Hays County Commissioners Court Agenda Request

Meeting Date: April 26, 2022

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco, Director of Development Services

Sponsoring Court Member: Commissioner Lon Shell

AGENDA ITEM LANGUAGE:

Discussion and possible action to approve the final plat for Bluff Springs Estates Subdivision.
(PLN-1925-NP)

BACKGROUND/SUMMARY OF REQUEST:

- A) Bluff Springs Estates is a proposed subdivision located off of Ranch Road 12 in Precinct 3.
- B) The subdivision will consist of 15 residential lots and 1 right-of-way lot over 273.9 acres.
- C) All roadways within this subdivision will be privately maintained under the executed Road Maintenance Agreement.
- D) Water utility will be achieved by individual private wells. Wastewater treatment will be achieved by individual on-site sewage facilities.

STAFF COMMENTS:

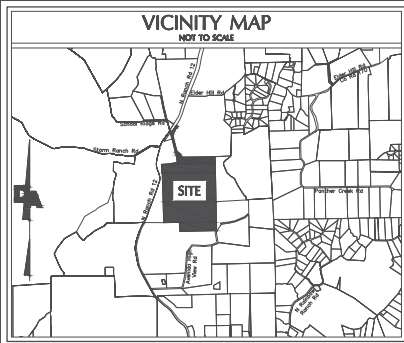
Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances and has full staff recommendation for approval.

ATTACHMENTS/EXHIBITS:

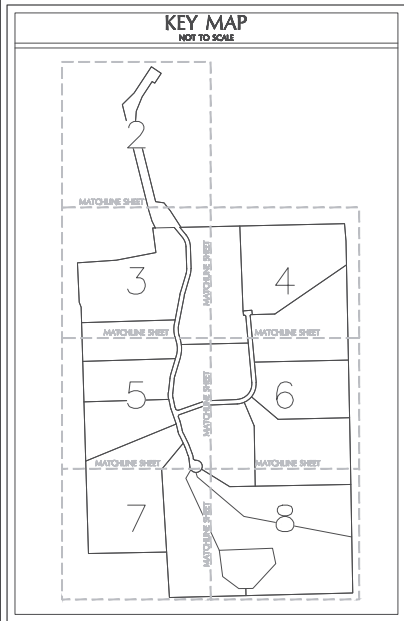
Property Location Map

Subdivision Plat





PROJECT ADDRESS:
21460 RANCH ROAD 12, DRIFTWOOD, TX 78679



STREET SUMMARY			
STREET NAME	R.O.W. WIDTH	CLASSIFICATION	LINEAR FEET
BLUFF SPRINGS DRIVE	VARIABLE	PRIVATE	4,906
CUESTA PASS	50'	PRIVATE	1,823
TOTAL			6,729

STATE OF TEXAS §
COUNTY OF HAYS §
DURANGO PROPERTIES, LLC A WYOMING LIMITED LIABILITY COMPANY, BEING THE OWNER OF THAT CERTAIN 273.93 ACRES OF LAND OUT OF W.W. CALDWELL SURVEY, ABSTRACT NO. 610, PHILIP GOLDEN SURVEY NO. 700, ABSTRACT NO. 208, MARY J. HINDS SURVEY, ABSTRACT NO. 649, AND JOSEPHUS C. MORGAN SURVEY NO. 2, ABSTRACT NO. 322, RECORDED IN DOCUMENT NUMBER 21000570 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 273.93 ACRES AS SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS

BLUFF SPRINGS ESTATES SUBDIVISION

AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN ON THIS PLAT.

MANAGING MEMBER:
DURANGO PROPERTIES, LLC
A WYOMING LIMITED LIABILITY COMPANY

DURANGO PROPERTIES, LLC A WYOMING LIMITED LIABILITY COMPANY

BY:
THERESA ANDERSON, MANAGING MEMBER
DURANGO PROPERTIES, LLC
1409 WATHEN AVE.
AUSTIN, TX 78703

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 HAS ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY FOR THE PURPOSED AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____ 20____ A.D.

NOTARY PUBLIC MY COMMISSION EXPIRES:
IN AND FOR THE STATE OF TEXAS

XXXX

STATE OF TEXAS §
COUNTY OF HAYS §

I, _____ 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., AND DULY RECORDED ON THE _____ DAY OF _____ 20____ A.D. AT _____ 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 HANSON CARDENAS, MBA, PHD, COUNTY CLERK
HAYS COUNTY, TEXAS

CONTROL NOTE:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES AND MAY BE CONVERTED TO SURFACE BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00010.

UNITS: US SURVEY FEET.

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

FLOODPLAIN NOTE:

A PORTION OF THE SUBJECT TRACT IS SHOWN TO BE IN FLOOD ZONE "A", A SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. NO BASE FLOOD ELEVATIONS DETERMINED, AND FLOOD ZONE "X", OTHER FLOOD AREAS, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD AS IDENTIFIED BY THE FEMA PANEL NO. 48000303P WITH AN EFFECTIVE DATE OF SEPTEMBER 2, 2005. (FEMA FLOODPLAIN IS HEREBY REFERENCED, BUT IS NOT MAPPED HEREON.)

A PORTION OF THE SUBJECT TRACT IS SHOWN TO BE LOCATED WITHIN THE HAYS COUNTY BEST AVAILABLE 100-YEAR FLOODPLAIN, AS PROVIDED BY THE HAYS COUNTY DEVELOPMENT SERVICES FLOODPLAIN ADMINISTRATOR.

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.

NOTES:

- THIS SUBDIVISION IS NOT WITHIN THE CORPORATE LIMIT OF ANY CITY OR MUNICIPALITY.
- THIS SUBDIVISION IS IN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
- THIS SUBDIVISION IS IN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
- A 20' WIDE UTILITY EASEMENT WILL BE RESERVED ALONG ALL STREETS AND ALONG EITHER SIDE OF THE SIDE LOT LINES.
- POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- THIS SUBDIVISION IS LOCATED IN THE EDWARDS AQUIFER CONTRIBUTING ZONE. NO PORTION OF THIS PROPERTY FALLS IN THE EDWARDS AQUIFER RECHARGE ZONE.
- ALL ROADWAYS SHOWN HEREON WILL BE PRIVATE.
- EACH LOT WILL BE SERVED BY A PRIVATE WATER WELL AND ON-SITE SEWAGE FACILITY.
- ALL CULVERTS WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
- DRIVEWAYS SHALL SATISFY THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
- THESE ROADWAYS CAN NEVER BE PETITIONED FOR THE ACCEPTANCE OF MAINTENANCE BY HAYS COUNTY.
- THIS SUBDIVISION IS IN HAYS COUNTY EMERGENCY SERVICE DISTRICTS 1 & 6.
- THE FOLLOWING CITY OF DRIFTWOOD GPS BENCHMARKS ARE TIED TO AND REFERENCED ON THIS PLAT:

REFERENCE TIE TO
HAYS COUNTY
MONUMENT #43
ALUMINUM DISK IN CONCRETE
GRID N:13,304,305.73
GRID E:2,256,356.28
ELEV:1,156.67

REFERENCE TIE TO
HAYS COUNTY
MONUMENT #43
ALUMINUM DISK IN CONCRETE
GRID N:13,305,199.99
GRID E:2,256,431.11
ELEV:1,104.80

STATE OF TEXAS §
COUNTY OF HAYS §

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 THE BEST OF THE SELLER'S KNOWLEDGE 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
HAYS COUNTY, TEXAS

ERIC VAN GAASBECK, R.S., C.E.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR
HAYS COUNTY, TEXAS

ENGINEER'S CERTIFICATION:
STATE OF TEXAS §
COUNTY OF HAYS §

I, _____, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE, AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

JAMES R. MCCANN, P.E. DATE _____
TEXAS REGISTRATION NO. 92595
DEVELOPMENT COLLABORATIVE
105 SOUTH CANYONWOOD DR. SUITE E
DRIPPING SPRINGS, TX 78620

SURVEYOR'S CERTIFICATION:
STATE OF TEXAS
COUNTY OF HAYS

I, JOHN BARNARD, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

JOHN BARNARD DATE _____
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5749
DOUCET & ASSOCIATES
7401 B HWY 71 WEST, SUITE 160
AUSTIN, TEXAS 78735
JBARNARD@DOUCETENGINEERS.COM

PEDERNALES ELECTRIC COOPERATIVE NOTES:

- PEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN (15) FOOT WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING A PUBLIC RIGHT OF WAY AND A TEN (10) FOOT WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE, OR REAR LOT LINES.
- A PEC UTILITY EASEMENT SHALL BE INCORPORATED IN ALL PROPERTY WITHIN A PUBLIC ROADWAY OR PRIVATE ROADWAY EASEMENT. A 10' UTILITY EASEMENT IS HEREBY GRANTED ON PROPERTY ALONG ALL ROAD EASEMENTS.
- ALL EXISTING OVERHEAD AND UNDERGROUND LINES SHALL POSSESS A TWENTY (20) FOOT WIDE UTILITY EASEMENT CONTIGUOUS TO EACH SIDE OF LINE.
- EACH LOT IS SUBJECT TO A FLOATING TEN (10) FOOT WIDE BY THIRTY (30) FOOT LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.
- ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), INSPECTING, REMOVAL, REPAIRING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.
- NO BUILDINGS OR ANY OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN UTILITY EASEMENTS. WHERE ACCESS IS OBSTRUCTED WITHIN EASEMENT PEC SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTORS ADJACENT LAND TO AND FROM SAID UTILITY EASEMENT.

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____, 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 _____ 20____ A.D.

RUBEN BECERRA, COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

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.

LEGEND

—	SUBDIVISION LINE
---	APPROXIMATE SURVEY LINE
---	EXISTING EASEMENT LINE
●	IRON ROD FOUND
○	IRON PIPE FOUND [AS NOTED]
⊙	RIGHT OF WAY TYPE II MONUMENT FOUND
■	NAIL FOUND
▲	1/2" IRON ROD WITH "DOUCET" CAP SET
○	FENCE POST [AS NOTED]
⊙	HAYS MONUMENT
AC	ACRES
VOL	VOLUME
PG	PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS

PRIVATE ROADWAY SUMMARY			
ROADWAY NAME	WIDTH	PAVEMENT WIDTH	LINEAR FEET
BLUFF SPRINGS DRIVE	VARIABLE	18'	4,978
CUESTA PASS	50'	18'	1,860
			6,838 LF
TOTAL			

LOT SUMMARY	
TOTAL NUMBER OF BLOCKS	1
TOTAL NUMBER OF LOTS	16
SINGLE FAMILY RESIDENTIAL LOTS	15
DRAINAGE EASEMENT LOTS	0
LANDSCAPE LOTS	0
RIGHT-OF-WAY LOTS	1
OPEN SPACE LOTS	0
TOTAL OVERALL ACREAGE	273.93

UTILITY PROVIDERS

WATER:
PRIVATE WATER WELL
WASTEWATER:
ON-SITE SEWAGE FACILITY
ELECTRIC:
PEDERNALES ELECTRIC COOPERATIVE
GAS:
NOT AVAILABLE
TELEPHONE:
FRONTIER COMMUNICATIONS
CABLE:
SPECTRUM

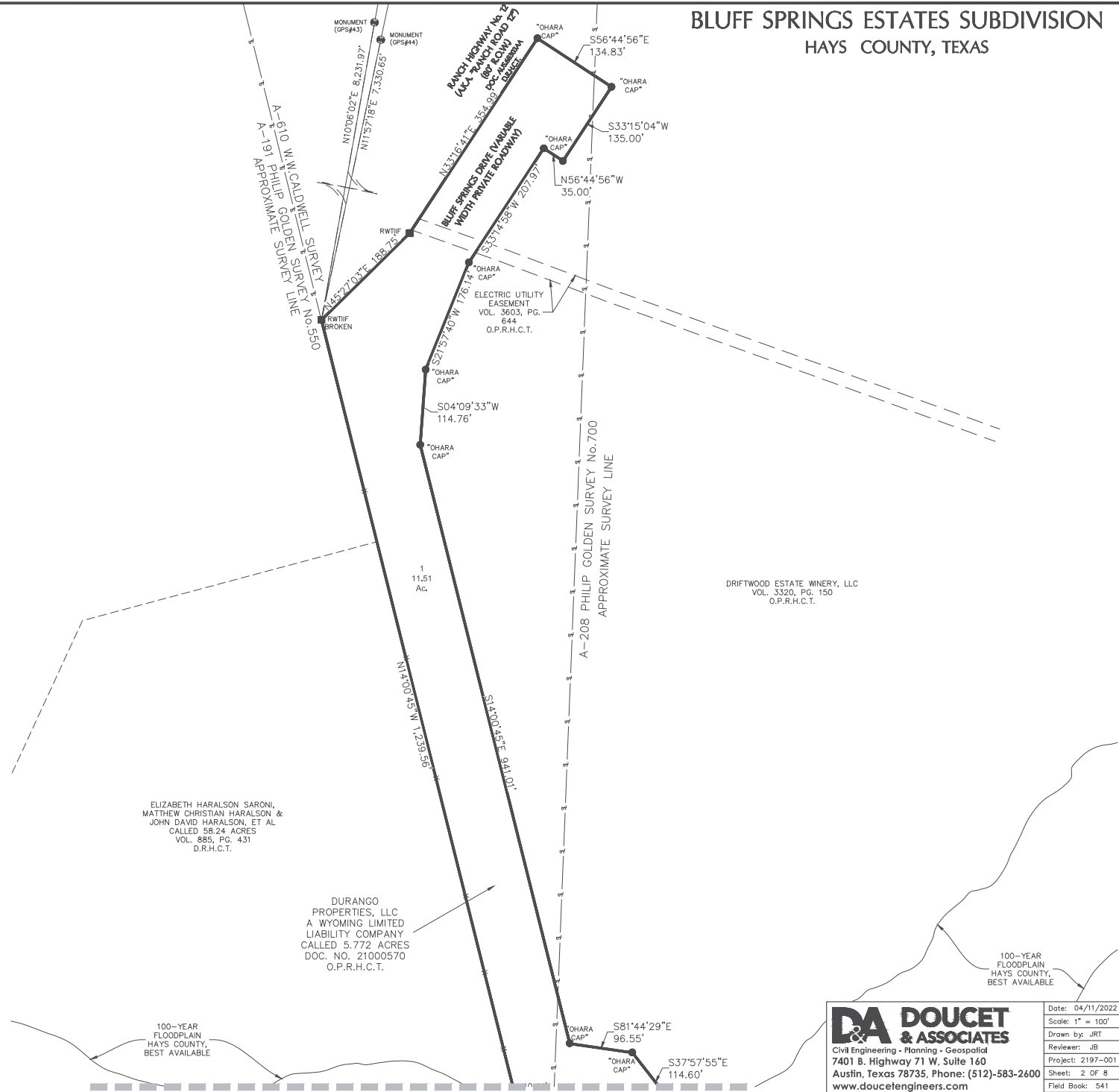
TOTAL LOTS: 16
LOTS 10+ ACRES: 0
LOTS 5-10 ACRES: 0
LOTS 2-5 ACRES: 0
LOTS 1-2 ACRES: 0
LOTS <1 ACRES: 0

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Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
TPELS Firm No.: 10105800
TPE Firm No.: F-3937

Date: 04/11/2022
Scale: N/A
Drawn by: JRT
Reviewed: JB
Project: 2197-001
Sheet: 1 OF 8
Field Book: 541
Party Chief: PAC
Survey Date: 08-25-2021

LEGEND

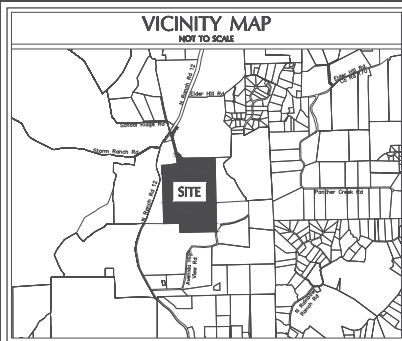
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106 MATCHLINE SHEET 3

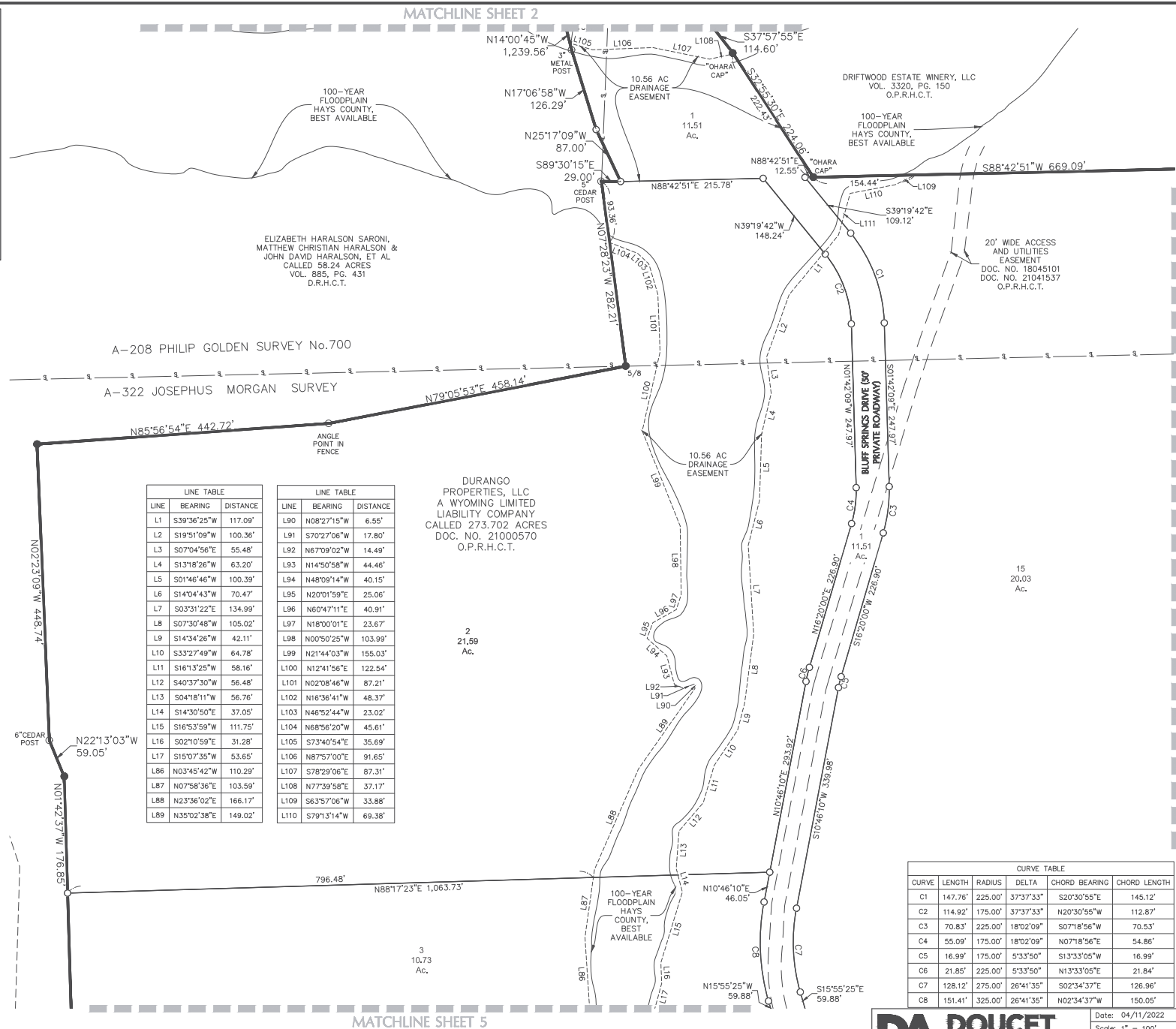
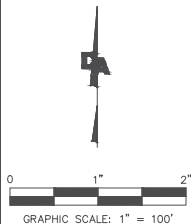
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Sheet: 2 OF 8
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Party Chief: PAC
Survey Date: 08-25-2021



PROJECT ADDRESS:
21460 RANCH ROAD 12, DRIFTWOOD, TX 78679

LEGEND	
	SUBDIVISION LINE
	APPROXIMATE SURVEY LINE
	EXISTING EASEMENT LINE
	IRON ROD FOUND [UNLESS NOTED]
	IRON PIPE FOUND [AS NOTED]
	RIGHT OF WAY TYPE II MONUMENT FOUND
	NAIL FOUND
	1/2" IRON ROD WITH "DOUCET" CAP SET
	FENCE POST [AS NOTED]
	HAYS MONUMENT
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Pg.	PAGE
Doc. No.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S39°36'25"W	117.09'
L2	S19°51'09"W	100.36'
L3	S07°04'56"E	55.48'
L4	S13°18'28"W	63.20'
L5	S01°46'46"W	100.39'
L6	S14°04'43"W	70.47'
L7	S03°31'22"E	134.99'
L8	S07°30'48"W	105.02'
L9	S14°34'26"W	42.11'
L10	S33°27'49"W	64.78'
L11	S16°13'25"W	58.16'
L12	S40°37'30"W	56.48'
L13	S04°18'11"W	56.76'
L14	S14°30'50"E	37.05'
L15	S16°53'59"W	111.75'
L16	S02°10'59"E	31.28'
L17	S15°07'35"W	53.65'
L86	N03°45'42"W	110.29'
L87	N07°58'36"E	103.59'
L88	N23°36'02"E	166.17'
L89	N35°02'38"E	149.02'

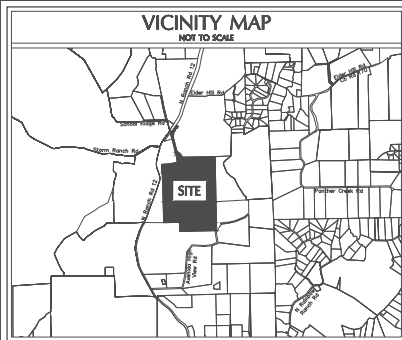
LINE TABLE		
LINE	BEARING	DISTANCE
L90	N08°27'15"W	6.55'
L91	S70°27'06"W	17.80'
L92	N67°09'02"W	14.49'
L93	N14°50'58"W	44.46'
L94	N48°09'14"W	40.15'
L95	N20°01'59"E	25.06'
L96	N60°47'11"E	40.91'
L97	N18°00'01"E	23.67'
L98	N00°50'25"W	103.99'
L99	N21°44'03"W	155.03'
L100	N12°41'56"E	122.54'
L101	N02°08'46"W	87.21'
L102	N16°36'41"W	48.37'
L103	N46°52'44"W	23.02'
L104	N68°56'20"W	45.61'
L105	S73°40'54"E	35.69'
L106	N87°57'00"E	91.65'
L107	S78°29'06"E	87.31'
L108	N77°39'58"E	37.17'
L109	S63°57'06"W	33.88'
L110	S79°13'14"W	69.38'

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	147.76'	225.00'	37°37'33"	S20°30'55"E
C2	114.92'	175.00'	37°37'33"	N20°30'55"W
C3	70.83'	225.00'	18°02'09"	S07°18'56"W
C4	55.09'	175.00'	18°02'09"	N07°18'56"E
C5	16.99'	175.00'	5°33'50"	S13°33'05"W
C6	21.85'	225.00'	5°33'50"	N13°33'05"E
C7	128.12'	275.00'	26°41'35"	S02°34'37"E
C8	151.41'	325.00'	26°41'35"	N02°34'37"W

BLUFF SPRINGS ESTATES SUBDIVISION HAYS COUNTY, TEXAS

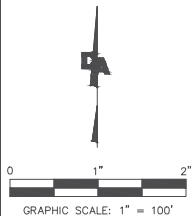
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Project: 2197-001
Sheet: 3 OF 8
Field Book: 541
Party Chief: PAC
Survey Date: 08-25-2021

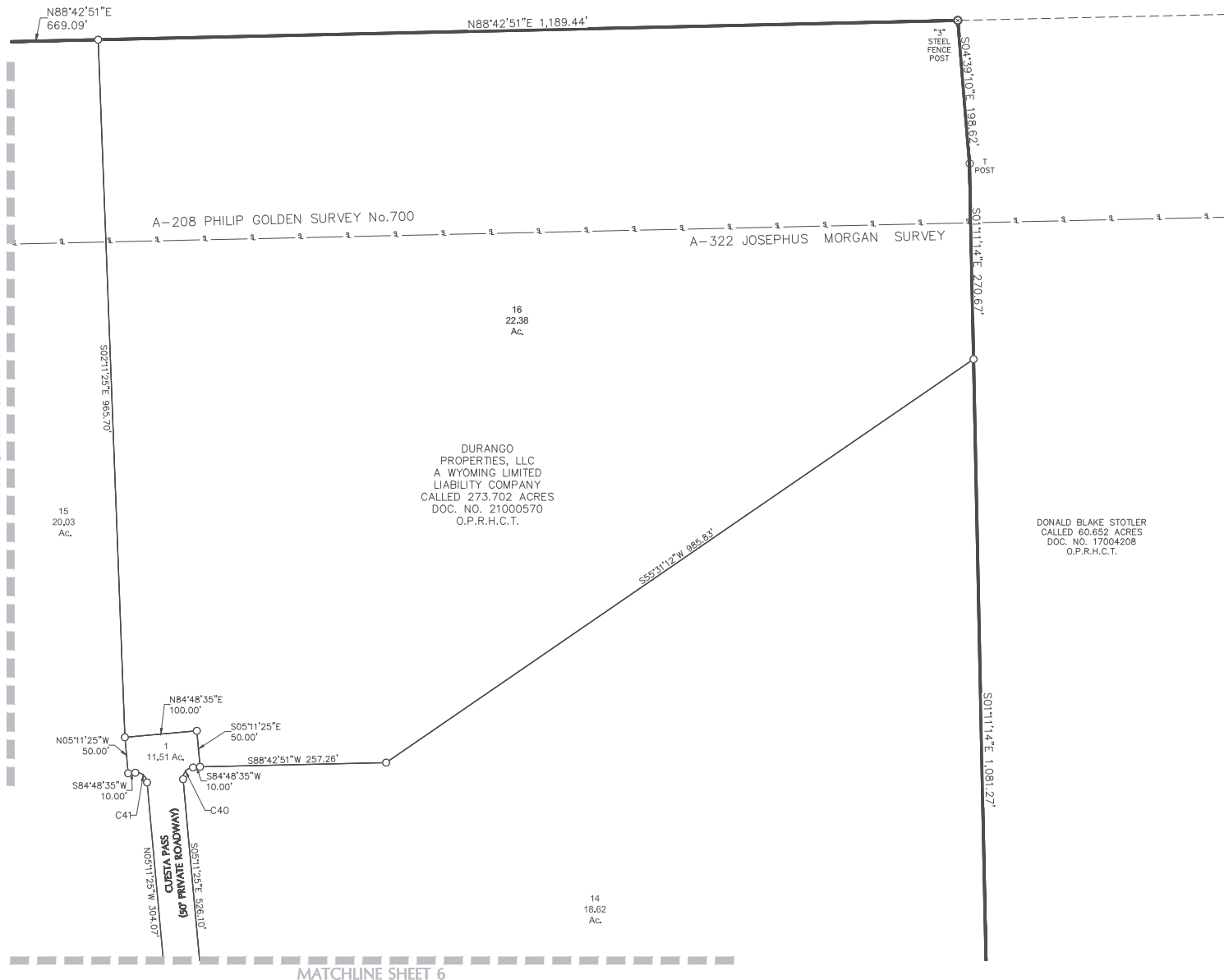


PROJECT ADDRESS:
21460 RANCH ROAD 12, DRIFTWOOD, TX 78679

LEGEND	
	SUBDIVISION LINE
	APPROXIMATE SURVEY LINE
	EXISTING EASEMENT LINE
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	IRON PIPE FOUND [AS NOTED]
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Ac.	ACRES
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DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS



MATCHLINE SHEET 3



MATCHLINE SHEET 6

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C40	23.56'	15.00'	90°00'00"	S39°48'35"W	21.21'
C41	23.56'	15.00'	90°00'00"	N50°11'25"W	21.21'

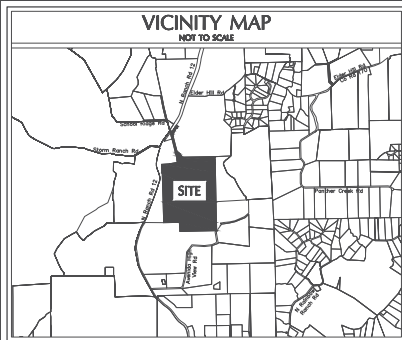
BLUFF SPRINGS ESTATES SUBDIVISION

HAYS COUNTY, TEXAS

108

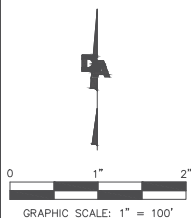
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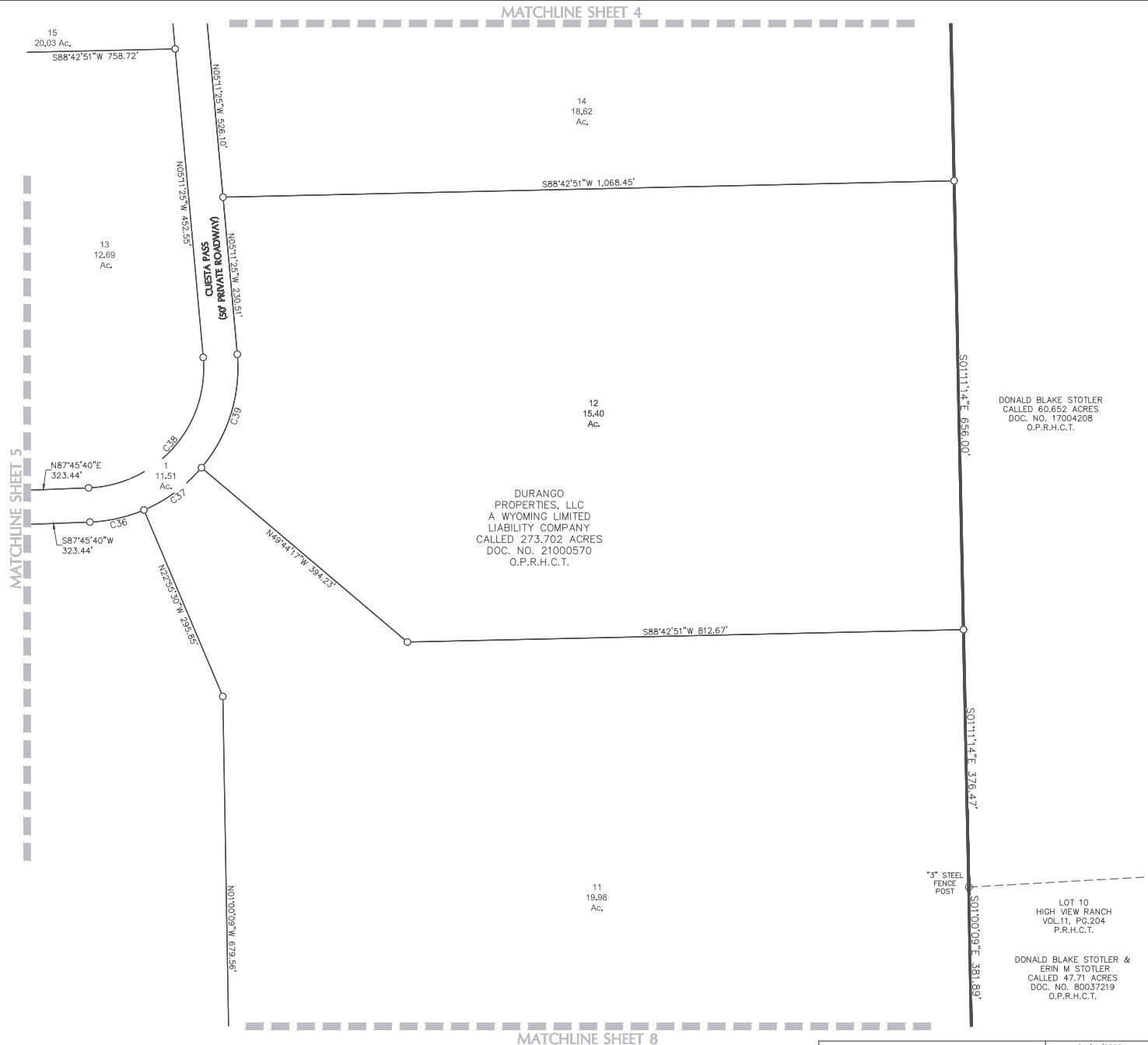


PROJECT ADDRESS:
21460 RANCH ROAD 12, DRIFTWOOD, TX 78679

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C36	81.23'	225.00'	20°41'10"	S77°25'05"W	80.79'
C37	105.30'	225.00'	26°48'48"	S53°40'06"W	104.34'
C38	283.90'	175.00'	92°57'06"	N41°17'07"E	253.78'
C39	178.49'	225.00'	45°27'08"	S17°32'09"W	173.85'



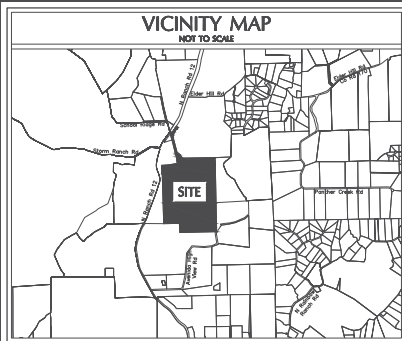
LEGEND	
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BLUFF SPRINGS ESTATES SUBDIVISION HAYS COUNTY, TEXAS

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Date:	04/11/2022
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Drawn by:	JRT
Reviewed by:	JB
Project:	2197-001
Sheet:	6 OF 8
Field Book:	541
Party Chief:	PAC
Survey Date:	08-25-2021

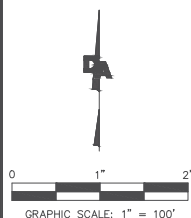


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DURANGO
PROPERTIES, LLC
A WYOMING LIMITED
LIABILITY COMPANY
CALLED 273.702 ACRES
DOC. NO. 21000570
O.P.R.H.C.T.

ELIZABETH HARALSON SARONI,
MATTHEW CHRISTIAN HARALSON &
JOHN DAVID HARALSON, ET AL
CALLED 58.24 ACRES
VOL. 885, PG. 431
D.R.H.C.T.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C30	79.91'	70.00'	65°24'13"	S58°25'29"W	2,001.43'
C31	68.87'	70.00'	56°22'11"	N60°41'19"W	66.12'
C32	326.18'	70.00'	266°58'59"	S39°31'07"W	101.57'



LEGEND

- SUBDIVISION LINE
- - - APPROXIMATE SURVEY LINE
- - - EXISTING EASEMENT LINE
- IRON ROD FOUND (UNLESS NOTED)
- IRON PIPE FOUND [AS NOTED]
- RIGHT OF WAY TYPE II MONUMENT FOUND
- ▲ NAIL FOUND
- ▲ 1/2" IRON ROD WITH "DOUCET" CAP SET
- FENCE POST [AS NOTED]
- ⊙ HAYS MONUMENT
- AC. ACRES
- VOL. VOLUME
- PG. PAGE
- DOC. NO. DOCUMENT NUMBER
- R.O.W. RIGHT-OF-WAY
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS

BLUFF SPRINGS ESTATES SUBDIVISION

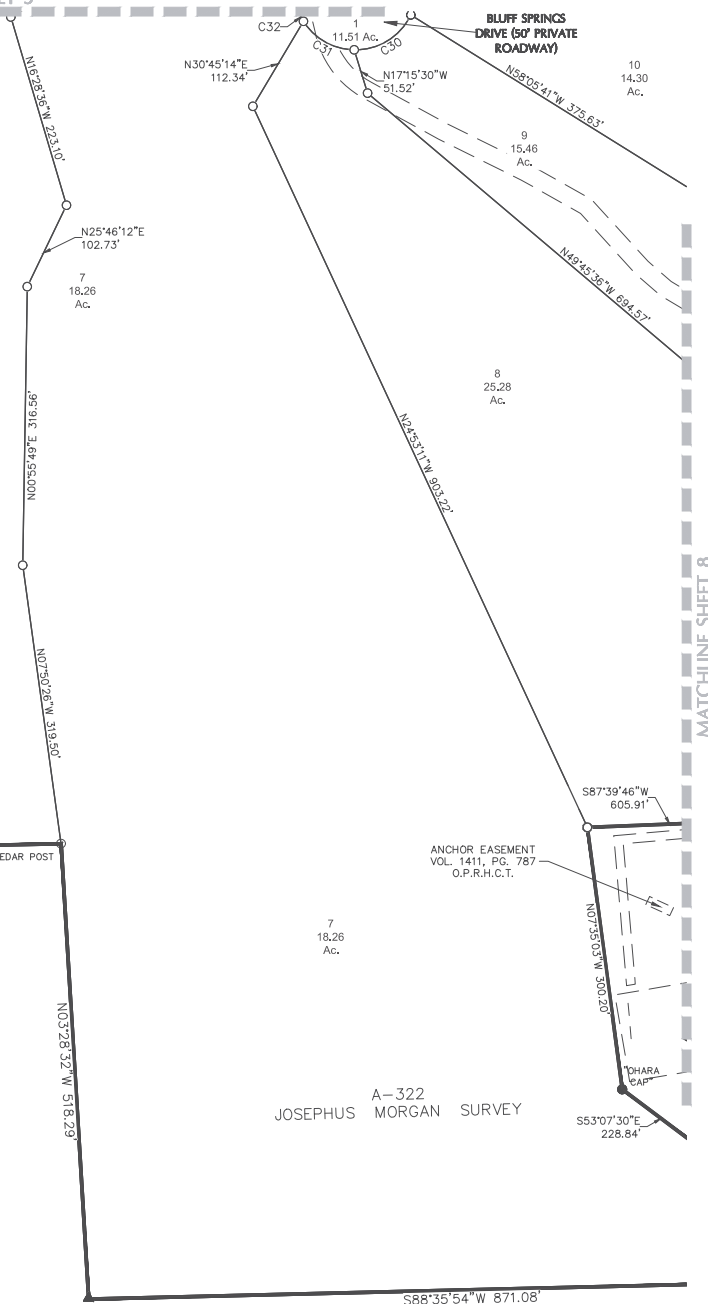
HAYS COUNTY, TEXAS

111

MATCHLINE SHEET 5

LINE TABLE		
LINE	BEARING	DISTANCE
L18	S01°37'10"E	97.83'
L19	S22°56'04"W	90.16'
L20	S13°06'56"W	83.55'
L21	S78°31'20"W	22.14'
L22	S28°17'21"W	34.43'
L23	S63°11'16"W	44.98'
L24	S27°50'57"W	44.95'
L25	S17°19'34"W	158.48'
L26	S00°29'27"W	55.76'
L27	S56°09'17"W	13.26'
L28	N84°55'44"W	24.71'
L29	S37°29'07"W	51.85'
L30	S23°33'06"W	155.18'
L31	S12°04'38"W	93.30'
L32	S34°32'25"W	48.62'
L33	S70°42'19"W	44.45'
L34	S30°53'04"W	20.16'
L35	S02°08'21"W	119.75'
L36	S18°00'55"E	33.45'
L37	S49°20'23"E	38.84'
L38	S71°16'37"E	48.48'
L39	S55°30'02"E	31.37'
L40	S32°17'32"E	127.89'
L41	S69°07'47"E	115.67'
L42	S25°31'18"E	20.45'
L43	S47°34'23"W	17.25'
L44	S81°59'23"W	36.70'
L45	N70°26'43"W	106.02'
L46	N44°41'35"W	77.60'
L47	N85°11'26"W	28.71'
L48	N58°49'50"W	27.08'
L49	N40°28'48"W	28.59'
L50	N19°44'30"W	34.45'
L51	N52°42'51"W	68.59'

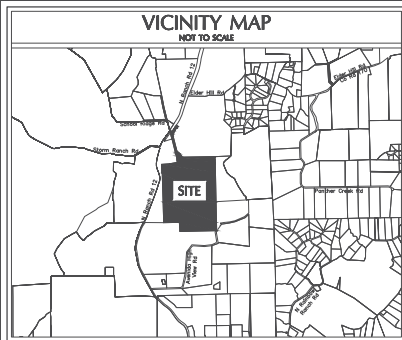
LINE TABLE		
LINE	BEARING	DISTANCE
L52	S01°46'04"E	192.74'
L53	S49°35'27"W	22.64'
L54	N86°07'04"W	45.13'
L55	N32°11'13"W	16.09'
L56	N08°33'44"E	72.89'
L57	N02°07'49"W	95.96'
L58	N09°00'35"W	90.00'
L59	N00°18'52"E	119.05'
L60	N13°40'48"W	85.00'
L61	N08°38'47"E	74.57'
L62	N32°32'26"E	90.97'
L63	N19°25'35"E	60.68'
L64	N41°38'58"E	39.78'
L65	N52°19'23"E	63.34'
L66	N82°08'55"E	75.70'
L67	N39°27'53"E	30.62'
L68	N73°57'19"W	63.82'
L69	N22°39'01"W	18.84'
L70	N44°13'59"E	23.36'
L71	N66°29'59"E	48.56'
L72	N39°07'24"E	27.24'
L73	N26°43'46"E	37.06'
L74	N46°24'17"W	38.80'
L75	N02°14'00"W	18.60'
L76	N55°48'59"E	36.28'
L77	N77°36'47"E	32.39'
L78	N22°39'50"E	110.95'
L79	N52°55'43"E	81.68'
L80	N31°18'20"E	20.67'
L81	N10°08'32"E	44.98'
L82	N43°56'36"E	38.18'
L83	N11°37'34"E	37.44'
L84	N15°44'11"W	27.67'
L85	N10°53'28"E	38.90'



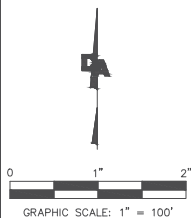
A-322
JOSEPHUS MORGAN SURVEY

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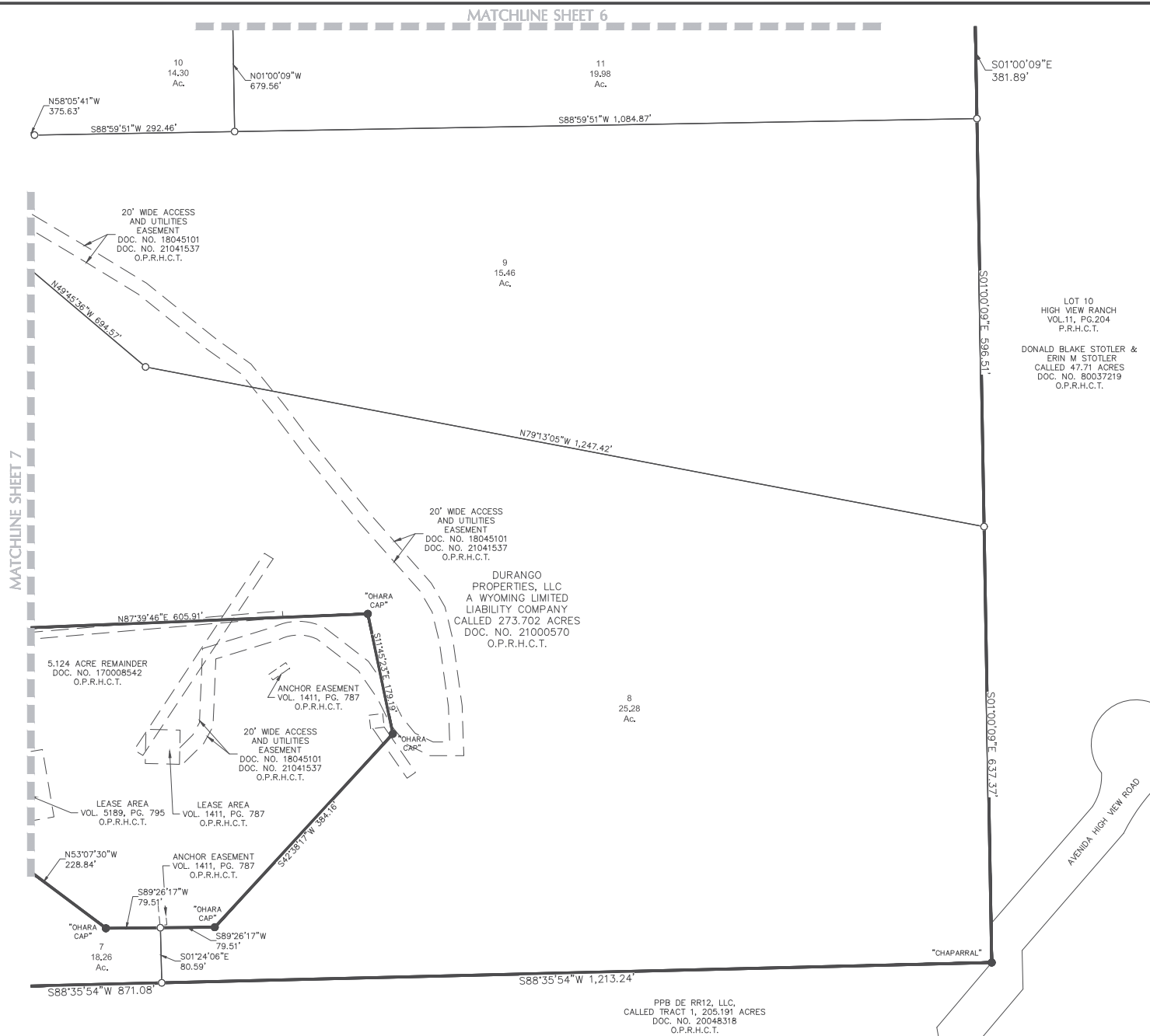
Date: 04/11/2022
Scale: 1" = 100'
Drawn by: JRT
Reviewer: JB
Project: 2197-001
Sheet: 7 OF 8
Field Book: 541
Party Chief: PAC
Survey Date: 08-25-2021



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BLUFF SPRINGS ESTATES SUBDIVISION

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Survey Date:	08-25-2021

DURANGO PROPERTIES LLC

TO

THE PUBLIC

DECLARATION OF MAINTENANCE AGREEMENT, EASEMENTS AND COVENANTS
GOVERNING SHARED ROADWAY(S) IN BLUFF SPRINGS ESTATES

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS

§

THAT, Declarant, DURANGO PROPERTIES, LLC, the owner of that certain 273.935 acre tract of land situated in Hays County, Texas, and being more particularly described in the General Warranty Deed, instrument # 21000570 recorded in the Official Public Records of Hays County, Texas, herein the "Property", and, as such, desiring to create and carry out a uniform plan for the maintenance of a Roadway to provide ingress, egress and regress to the Tracts out of the Property, does hereby adopt and establish the following covenants and conditions ("Maintenance Covenants") to run with the land and to apply in the use, occupancy, and conveyance of the Property, which covenants and conditions shall be binding on all parties having a right, title or interest in or to the above described Property or any part thereof, and their heirs, successors and assigns, and which covenants and conditions shall inure to the benefit of each owner thereof; and each contract or deed which may be executed with regard to any of such Property shall be conclusively held to have been executed, delivered and accepted, subject to the following covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I.

DEFINITIONS

"Declarant" shall mean and refer to DURANGO PROPERTIES, LLC (a Wyoming LLC dba in Texas as Durango Anderson Properties, LLC), its successors and assigns, if such successors or assigns should acquire all of the undeveloped and unsold Tracts or acreage from the Declarant for the purpose of development.

"Declaration" shall mean this instrument as it may be amended from time to time.

"Owner" or "Tract Owner" shall mean and refer to the record owner (including Declarant), whether one or more persons or entities, of a fee simple title to any Tract, or any subdivision of a Tract, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Property" or "Subdivision" shall mean and refer to that certain real property herein before described as that certain 273.935 acre tract of land situated in Hays County, Texas, and

being more particularly described in the General Warranty Deed recorded as instrument # 21000570 in the Hays County Official Public Records.

"Roadway" shall mean the real property described in Exhibit "A" as 11.51 acres which shall serve to provide ingress and egress to the Tracts within this Property. This Roadway shall be jointly comprised of one primary road which will be referred to as Bluff Springs Drive and another connected road which will be referred to as Cuesta Pass. See the diagram made a part of Exhibit "A".

"Roadway Entity" shall mean the limited liability company formed under the laws of the State of Texas which shall function exclusively to manage the ownership and maintenance of the Roadway. The limited liability company will be named the "Bluff Springs Estates Roadway Maintenance LLC", or another very similar name as approved by the Texas Secretary of State. The Roadway Entity shall not recognize profits.

"Tract" shall mean any subdivision of the Property, such as an individually configured lot which shall be used for personal, residential, certain approved businesses, or recreational use. For example only, the lot configuration presently reflects seventeen (17) numbered parcels, however, only fifteen (15) shall constitute Tracts under the terms of this Declaration because the parcel labeled "1" as shown is simply the Roadway itself and "17" is the approximate five-acre cell tower site which has never been controlled or owned by Declarant so Declarant cannot cause it to be subject to this Declaration. The lot configuration in place as of November 2021 is depicted in Exhibit "B" attached hereto.

ARTICLE II.

ROADWAY EASEMENTS and UTILITIES

Attached hereto as Exhibit "A" is a description of a tract of land providing access to the Tracts within the Property (jointly referred to herein as "the Roadway"). Exhibit "A" depicts this Roadway which shall also be referred to as Bluff Springs Drive, in part, and as Cuesta Pass, in part, as shown. Declarant hereby dedicates, assigns, transfers and conveys a perpetual, non-exclusive ingress, egress and regress easement over, across and upon the Roadway shown in Exhibit "A" for the uninterrupted access to and from the Tracts for the use and benefit of the Owners, their heirs, successors, assigns, and their agents, invitees, guests and permittees. This easement is generally sixty (60) feet in width, but varies in width as shown in Exhibit "A". This Roadway easement shall be appurtenant to each and every Tract within the Property.

Declarant reserves for public use any utility easements previously dedicated to the Pedernales Electric Cooperative (PEC) or other utility provider, including not only other electrical utility providers, but also water, if available, and phone and telecommunications providers. (Note: the existing telecommunications provider is Frontier Communications which is the successor to Verizon Communications. A potential telecommunications provider which provides service to the neighboring property is Spectrum Communications. Declarant reserves

the right to grant easements to these or other telecommunications providers.) Furthermore, Declarant reserves for such utility providers, as well as drainage purposes, a twenty (20') foot easement along both sides of the entire Roadway (both Bluff Springs Drive and Cuesta Pass) and an additional twenty (20') foot easement along all Tract property lines.

It is expressly agreed and understood that the title conveyed by Declarant to any of the Tracts by deed shall be subject to any utility easement affecting the same and any other easement created in this Declaration or hereafter granted affecting the Tracts. The Owners of the respective Tracts shall not be deemed to own pipes, wires, conduits or other service lines running through their Tracts which are utilized for, or serve other Tracts, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of their Tract.

ALL ROADWAYS OF THE PROPERTY, A PLATTED SUBDIVISION IN HAYS COUNTY, TEXAS, (THE "SUBDIVISION") SHALL BE PRIVATELY MAINTAINED BY THE OWNERS OF TRACTS IN THE SUBDIVISION AS PROVIDED HEREIN. HAYS COUNTY, TEXAS SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE ROADWAY. THE ROADWAY WITHIN THE SUBDIVISION WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF TRACTS WITHIN THE SUBDIVISION. BY ACCEPTANCE OF A DEED TO A TRACT WITHIN THE SUBDIVISION, EACH OWNER OF SUCH TRACT COVENANTS AND AGREES TO WAIVE ANY RIGHT SUCH OWNER MAY HAVE TO DEMAND OR COMPEL THE MAINTENANCE OR REPAIR OF THE ROADWAYS OF THE SUBDIVISION BY HAYS COUNTY, TEXAS AND IS ESTOPPED FROM DOING SO.

Furthermore, no entity will petition or otherwise seek Hays County to become responsible for such maintenance of this Roadway. The Roadway in this project will be designed and certified by a Professional Engineer to meet or exceed Hays County specifications. The Hays County Transportation Department has reviewed and commented and ultimately approved of the approach set forth in this Declaration. The Hays County Transportation Department will receive a copy of this instrument once it is recorded with the Hays County Clerk for their records.

ARTICLE III.

MAINTENANCE AGREEMENT

A limited liability company known as the "Bluff Springs Estates Roadway Maintenance LLC", or another very similar name, (referred to herein as the "Roadway Entity") shall be formed under the laws of the State of Texas with the Texas Secretary of State. This Roadway Entity shall own the Roadway shown in Exhibit "A". When appropriate, Declarant will convey

ownership of Roadway to this Roadway Entity and the Roadway Entity will then be responsible for all property taxes and maintenance expenses related to the Roadway. This Roadway Entity shall receive maintenance assessments and other funds owed under this Declaration and then remit payments as necessary to achieve the goals of this Declaration. The entity shall not recognize any profits as its only purpose is to enable Tract Owners to facilitate their joint maintenance of the Roadway.

Each Owner, by acceptance of a Deed, whether or not it shall be so expressed in such Deed, agrees to pay the Roadway Entity a prorata share of all assessments which may be made for the purpose of maintaining, repairing, and replacing the Roadway and maintaining, repairing, and replacing any installed improvements related to such Roadway such as curbs, bridges, culverts, fencing between Ranch Road 12 and South Gatlin Creek, gates, cattle guards, electronically-controlled access gate motors, solar panels, batteries, etc, if any (herein known as "maintenance assessments"). These expenses (herein "maintenance expenses") may include, but shall not be limited to, the reconstruction, repair, maintenance, upkeep, or replacement of (1) the Roadway, shoulders, and culverts to the condition in which it existed upon final approval by the Professional Engineer, (2) the main Ranch Road 12 security gate, entry, solar panels and appurtenances thereto, if any, (3) the fencing between Ranch Road 12 and South Gatlin Creek, (4) the costs of professional and other outside services, labor, equipment, and materials necessary to carry out the purpose as set out herein.

Furthermore, each Owner, by acceptance of a Deed, whether or not it shall be so expressed in such Deed, agrees to pay the Roadway Entity their respective prorata share of all taxes or assessments which may be levied by the Hays County Tax Assessor-Collector, Hays County Tax Office, and/or the Hays County Appraisal District or similar governing body related to ownership of the Roadway.

With respect to the calculation of the prorata shares of taxes and maintenance expenses noted above which each Owner shall be obligated to pay, and agrees to pay, the proportionate shares shall be determined by multiplying the assessment fraction (the numerator is the number of Tracts owned by an Owner of the Property and the denominator is the total number of Tracts in the Property which is fifteen (15) as of December 2021) by the amount expended or proposed to be expended, for taxes and maintenance expenses.

The selection of a contractor, the cost to be incurred, the commencement date of the construction of improvements, and all other matters pertaining to the maintenance of the Roadway tract will be determined by the Owners as follows:

At anytime an Owner shall propose the expenditure of funds for maintenance expenses, notice shall be given to each Owner in writing at their mailing address for receipt of tax statements from the County of Hays, Texas, thirty (30) days prior to the proposed date of the meeting to consider proposed maintenance expenses, together with a notification of the place of meeting which shall be in Hays County, Texas. A quorum for the purpose of approving a proposal for maintenance expense expenditure shall be the attendance of Owners owning at least

50% of the Tracts within the Property. (For illustrative purposes, given that fifteen (15) Tracts exist as of December 2021, then at least eight (8) Tracts must be represented at the meeting to have a quorum.) Approval by Owners representing more than 50% of the Tracts in attendance at the meeting, either in person or virtually via phone or electronic media, at a quorum shall be required for the approval of an assessment for the maintenance expenses. If an Owner owns more than one Tract, then that Owner shall have one vote per each Tract owned.

The Managing Member will contract on behalf of the Roadway Entity for the improvements and also facilitate the coordination of the improvements. The Roadway Entity will receive from each Owner that Owner's respective maintenance assessment. Any Owner who shall fail to deliver their maintenance assessment to the Roadway Entity, within thirty (30) days of the date of receipt of notice of assessment, shall be in default. In the event any Owner shall advance to the Roadway Entity the amount which is due by the defaulting Owner for the payment of the Owner's assessment, such amount shall immediately be due and payable to the advancing Owner, without notice and the advancing Owner shall be entitled to recover from the defaulting Owner the amount in default, interest at the rate of 10.00% per annum from and after the date that the defaulted amount is advanced by the advancing Owner, together with court costs and reasonable and necessary attorney's fees incurred in collection. The assessments, together with interest, court costs and reasonable and necessary attorney's fees shall be a charge on the defaulting Owner's Tract and shall be secured by a continuing lien upon the Tract provided a notice of lien has been filed in the Official Public Records, Hays County, Texas. The inception date of the lien shall be the date of its filing. The lien to secure the payment of maintenance assessments shall be subordinate to the lien of any home equity, purchase money or improvement lien made upon the tract. The validity, enforcement, and priority of the lien shall be subject to the filing of a notice of default in the payment of maintenance assessments in the Official Public Records of Hays County, Texas. All financial dealings described above will be handled by the Roadway Entity pursuant to the voting and decisions of the Tract Owners.

A Tract Owner shall be solely responsible for, and shall repair, all damage to the Roadway, the roadway easement, bridges, culverts, fencing between RR 12 and South Gatlin Creek, and the Ranch Road 12 security gate and appurtenances, if any, which is occasioned by the negligent acts or activities of the Tract Owner, his agents, employees, contractors, subcontractors and invitees, which damage is other than ordinary wear and tear occasioned by normal day to day vehicular traffic. Negligent acts or activities shall include, but not be limited to, by example, excessive weights or uses by rubber-tired vehicles such as concrete trucks or other over-weighted vehicles, such as well drilling rigs, or the use of tracked machines such as dozers or other heavy or unusual equipment, which then cause damage to the Roadway.

A Tract Owner shall be solely responsible for paying a \$1800.00 one-time fee to the Roadway Entity within a calendar quarter (ie., a 3-month period) when residential construction begins on that Owner's respective Tract. This one-time payment shall be made because this Declaration determines that such payment is necessary to offset any non-negligent use (ie., normal wear and tear) upon the Roadway caused by the weight of rubber-tired supply/construction vehicles traveling over the Roadway during such construction process. If

subsequent construction of another dwelling or significant outbuilding (which will require concrete trucks or other very heavily loaded trucks to routinely utilize the Shared Roadway) is permitted on a given Tract, then an additional one-time fee of \$1800.00 per dwelling shall also then be due and payable in the quarter that construction started.

MANAGEMENT OF THE ROADWAY ENTITY

The Roadway Entity shall be managed initially by the Declarant who shall act as the Managing Member. Each Owner shall also become a Member of the Roadway Entity upon their respective closing on a Tract and becoming an Owner. All decisions of the Roadway Entity concerning the Roadway shall be decided as set forth herein. The Managing Member shall simply act upon the decisions reached by the Owners under the terms of this instrument.

If Declarant shall ever not be an Owner or if Declarant shall ever desire to step down as Managing Member, then the successive Managing Member shall be voted upon by the Owners as follows:

The current Managing Member shall give notice to each Owner in writing at their mailing address for receipt of tax statements from the County of Hays, Texas, thirty (30) days prior to the proposed date of the meeting to consider proposed maintenance expenses, together with a notification of the place of meeting which shall be in Hays County, Texas. A quorum for the purpose of electing a successive Managing Member shall be the attendance of Owners owning at least 50% of the Tracts within the Property. (For illustrative purposes, given that fifteen (15) Tracts exist as of December 2021, then at least eight (8) Tracts must be represented at the meeting to have a quorum.) Approval by Owners representing more than 50% of the Tracts in attendance at the meeting, either in person or virtually via phone or electronic media, as a quorum shall be required for the election of a Managing Member. If an Owner owns more than one Tract, then that Owner shall have one vote per each Tract owned. If no Owner is selected by vote to become the Managing Member, then by default the Owner then owning the largest numerical acreage within Bluff Springs Estates shall become the Managing Member.

ARTICLE IV.

TERM

The covenants and conditions set forth in this Declaration are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until January 1, 2051, at which time said covenants and conditions shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by Owners owning at least two-thirds of the aggregate acreage of the Tracts in the Property has been recorded agreeing to amend, modify, or terminate said covenants and conditions in whole or in part.

ARTICLE V.

ENFORCEMENT

Section 1. Right of Enforcement. Declarant, its successors or assigns, or any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, restrictions, and conditions of this Declaration. Failure of Declarant or any Owner to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default.

ARTICLE VI.

PARTIAL INVALIDITY

The invalidation of any of the terms, provisions, covenants, restrictions, or conditions contained in this Declaration, by judgment, court order, operation of law or otherwise, shall in no way affect the validity any of the other terms, provisions, covenants, restrictions, or conditions hereof, which shall remain in full force and effect.

ARTICLE VII.

AMENDMENT

(a) Except as otherwise provided herein, as long as Declarant owns any interest in the Property, the Declarant and the Owners (but expressly excluding their respective mortgagee's, if any) of at least two-thirds (2/3) of the Tracts within the Property (ie., Owners of ten (10) or more of the fifteen Tracts as of December 2021) may amend this Declaration, by executing and filing an instrument containing such amendment, in the office of the County Clerk of Hays County, Texas. Except as otherwise provided herein, from and after the date that Declarant no longer owns any interest in the Property, the Owners (but expressly excluding their respective mortgagee's, if any) of at least eighty percent (80%) of the Tracts within the Property (ie., Owners of twelve (12) or more Tracts) may amend this Declaration by executing and filing an instrument containing such amendment, in the office of the County Clerk of Hays County, Texas.

(b) Notwithstanding anything to the contrary, as long as Declarant retains an ownership interest in the property, Declarant shall have the right at any time, at its sole discretion and without any joinder or consent of any other party, to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant in the exercise of good faith judgment. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Hays County, Texas.

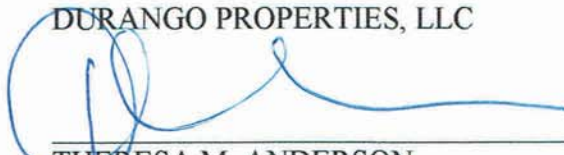
ARTICLE VIII.

WAIVER AND LACHES

The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on such Owner's Tract which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Tract, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations.

EXECUTED by said Declarant, this 28 day of December, 2021.

DURANGO PROPERTIES, LLC

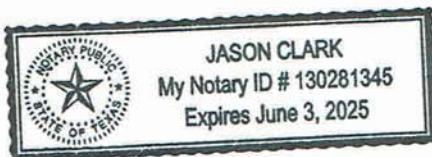


THERESA M. ANDERSON,
MANAGING MEMBER

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 28TH day of DECEMBER 2021, by THERESA M. ANDERSON who was duly sworn and acknowledged.





Notary Public, State of Texas



Exhibit "A"

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

Doucetengineers.com

**Bluff Springs Estate
Hays County, Texas**

**D&A Job No. 2197-001
October 14, 2021**

**Bluff Springs Estate
11.51 acres**

BEING A 11.51-ACRE RIGHT-OF-WAY PARCEL IN THE JOSEPHUS C. MORGAN SURVEY NUMBER 2, ABSTRACT NUMBER 322, THE MARY J. HINDS SURVEY, ABSTRACT NUMBER 649, THE PHILIP GOLDEN SURVEY NUMBER 550, ABSTRACT NUMBER 191, THE PHILIP GOLDEN SURVEY NUMBER 700, ABSTRACT NUMBER 208 AND THE W.W. CALDWELL SURVEY, ABSTRACT NUMBER 610 HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 273.702-ACRE TRACT, DESCRIBED IN A DEED TO DURANGO PROPERTIES, LLC, RECORDED IN DOCUMENT NUMBER 21000570 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAID 11.51-ACRE RIGHT-OF-WAY PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TxDot Type II concrete monument found in the existing southeast right-of-way of Ranch Highway No. 12 (A/K/A "Ranch Road 12", 80-foot right-of-way, deed for record not found) and for an angle point of the right-of-way parcel described herein;

THENCE N33°16'41"E, with the said existing southeast right-of-way of Ranch Highway No. 12 a distance of 354.99 feet to a 1/2-inch iron rod with cap stamped "OHARA" found for the north corner of said 273.702-acre tract and for the north corner of the right-of-way parcel described herein,

THENCE departing said Ranch Highway No. 12 and with the line common to said 273.702-acre tract and a called 233.00-acre tract described in a deed to Driftwood Estate Winery, LLC, as recorded in Volume 3320, Page 150, [O.P.R.H.C.T.], the following ten (10) courses and distances:

- 1) S56°44'56"E, a distance of 134.83 feet to a 1/2-inch iron rod with cap stamped "OHARA" found for a northeast corner of said 273.702-acre tract and for a northeast corner of the right-of-way parcel described herein,
- 2) S33°15'04"W, a distance of 135.00 feet to a 1/2-inch iron rod with cap stamped "OHARA" found for an angle point,
- 3) N56°44'56"W, a distance of 35.00 feet to a 1/2-inch iron rod with cap stamped "OHARA" found for an angle point,
- 4) S33°14'58"W, a distance of 207.97 feet to a 1/2-inch iron rod with cap stamped "OHARA" found for an angle point,
- 5) S21°57'40"W, a distance of 176.14 feet to a 1/2-inch iron rod with cap stamped "OHARA" found for an angle point,
- 6) S04°09'33"W, a distance of 114.76 feet to a 1/2-inch iron rod with cap stamped "OHARA" found for an angle point,
- 7) S14°00'45"E, a distance of 941.01 feet to a 1/2-inch iron rod with cap stamped "OHARA" found for an angle point,

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COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



- 8) S81°44'29"E, a distance of 96.55 feet to a 1/2-inch iron rod with cap stamped "OHARA" found for an angle point,
- 9) S37°57'55"E, a distance of 114.60 feet to a 1/2-inch iron rod with cap stamped "OHARA" found for an angle point,
- 10) S32°55'30"E, a distance of 224.06 feet to a 1/2-inch iron rod with cap stamped "OHARA" found for an angle point,

THENCE over and across said 273.702-acre tract the following seventy-four (74) courses and distances:

- 1) S88°42'51"W, a distance of 12.55 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 2) S39°19'42"E, a distance of 109.12 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the right,
- 3) Thence with said curve to the right, defined by an arc length of 147.76 feet, a radius of 225.00 feet, a delta angle of 37°37'33", and a chord which bears S20°30'55"E, a distance of 145.12 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 4) S01°42'09"E, a distance of 247.97 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the right,
- 5) Thence with said curve to the right, defined by an arc length of 70.83 feet, a radius of 225.00 feet, a delta angle of 18°02'09", and a chord which bears S07°18'56"W, a distance of 70.53 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 6) S16°20'00"W, a distance of 226.90 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the left,
- 7) Thence with said curve to the left, defined by an arc length of 16.99 feet, a radius of 175.00 feet, a delta angle of 05°33'50", and a chord which bears S13°33'05"W, a distance of 16.99 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 8) S10°46'10"W, a distance of 339.98 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the left,
- 9) Thence with said curve to the left, defined by an arc length of 128.12 feet, a radius of 275.00 feet, a delta angle of 26°41'35", and a chord which bears S02°34'37"E, a distance of 126.96 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 10) S15°55'25"E, a distance of 59.88 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the right,
- 11) Thence with said curve to the right, at an arc length of 42.21 feet, passing a 1/2-inch iron rod with cap stamped "DOUCET" set, for a total distance of 184.80 feet, a radius of 325.00 feet, a delta angle of 26°41'35", and a chord which bears S00°21'57"W, a distance of 182.32 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 12) S16°39'19"W, a distance of 225.89 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the left,
- 13) Thence with said curve to the left, defined by an arc length of 32.26 feet, a radius of 175.00 feet, a delta angle of 10°33'43", and a chord which bears S11°22'27"W, a distance of 32.21 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,

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- 14) S06°05'36"W, a distance of 163.67 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the left,
- 15) Thence with said curve to the left, defined by an arc length of 55.22 feet, a radius of 175.00 feet, a delta angle of 18°04'50", and a chord which bears S02°56'49"E, a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 16) S11°59'15"E, a distance of 90.67 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the left,
- 17) Thence with said curve to the left, defined by an arc length of 22.17 feet, a radius of 175.00 feet, a delta angle of 07°15'25", and a chord which bears S15°36'57"E, a distance of 22.15 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 18) S19°14'40"E, a distance of 15.00 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the left,
- 19) Thence with said curve to the left, defined by an arc length of 39.27 feet, a radius of 25.00 feet, a delta angle of 90°00'00", and a chord which bears S64°14'40"E, a distance of 35.36 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 20) N70°45'20"E, a distance of 294.03 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the right,
- 21) Thence with said curve to the right, defined by an arc length of 66.78 feet, a radius of 225.00 feet, a delta angle of 17°00'20", and a chord which bears N79°15'30"E, a distance of 66.54 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 22) N87°45'40"E, a distance of 323.44 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the left,
- 23) Thence with said curve to the left, defined by an arc length of 283.90 feet, a radius of 175.00 feet, a delta angle of 92°57'06", and a chord which bears N41°17'07"E, a distance of 253.78 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 24) N05°11'25"W, a distance of 452.55 feet passing a 1/2-inch iron rod with cap stamped "DOUCET" set, for a total distance of 756.62 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the left,
- 25) Thence with said curve to the left, defined by an arc length of 23.56 feet, a radius of 15.00 feet, a delta angle of 90°00'00", and a chord which bears N50°11'25"W, a distance of 21.21 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 26) S84°48'35"W, a distance of 10.00 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 27) N05°11'25"W, a distance of 50.00 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 28) N84°48'35"E, a distance of 100.00 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a northeast corner of the right-of-way parcel described herein,
- 29) S05°11'25"E, a distance of 50.00 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point, from which a 1/2-inch iron rod with cap stamped "DOUCET" bears S88°42'51"W, 257.26 feet,
- 30) S84°48'35"W, a distance of 10.00 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the left,

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- 31) Thence with said curve to the left, defined by an arc length of 23.56 feet, a radius of 15.00 feet, a delta angle of $90^{\circ}00'00''$, and a chord which bears $S39^{\circ}48'35''W$, a distance of 21.21 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 32) $S05^{\circ}11'25''E$, a distance of 526.10 feet passing a 1/2-inch iron rod with cap stamped "DOUCET" set, for a total distance of 756.62 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the right,
- 33) Thence with said curve to the right, at an arc length of 178.49 feet, passing a 1/2-inch iron rod with cap stamped "DOUCET" set, an arc length of 283.79 feet, passing a 1/2-inch iron rod with cap stamped "DOUCET" set, for a total distance of 365.02 feet, a radius of 225.00 feet, a delta angle of $92^{\circ}57'06''$, and a chord which bears $S41^{\circ}17'07''W$, a distance of 326.29 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 34) $S87^{\circ}45'40''W$, a distance of 323.44 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the left,
- 35) Thence with said curve to the left, defined by an arc length of 51.94 feet, a radius of 175.00 feet, a delta angle of $17^{\circ}00'20''$, and a chord which bears $S79^{\circ}15'30''W$, a distance of 51.75 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 36) $S70^{\circ}45'20''W$, a distance of 294.03 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the left,
- 37) Thence with said curve to the left, defined by an arc length of 39.27 feet, a radius of 25.00 feet, a delta angle of $90^{\circ}00'00''$, and a chord which bears $S25^{\circ}45'20''W$, a distance of 35.36 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 38) $S19^{\circ}14'40''E$, a distance of 46.55 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the right,
- 39) Thence with said curve to the left, defined by an arc length of 19.96 feet, a radius of 225.00 feet, a delta angle of $05^{\circ}05'01''$, and a chord which bears $S16^{\circ}42'09''E$, a distance of 19.96 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 40) $S14^{\circ}09'38''E$, a distance of 91.85 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the left,
- 41) Thence with said curve to the left, defined by an arc length of 35.32 feet, a radius of 175.00 feet, a delta angle of $11^{\circ}33'54''$, and a chord which bears $S19^{\circ}56'35''E$, a distance of 35.26 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 42) $S25^{\circ}43'32''E$, a distance of 134.45 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the right,
- 43) Thence with said curve to the right, defined by an arc length of 23.06 feet, a radius of 225.00 feet, a delta angle of $05^{\circ}52'18''$, and a chord which bears $S22^{\circ}47'24''E$, a distance of 23.05 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 44) $S19^{\circ}51'15''E$, a distance of 95.84 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the right,
- 45) Thence with said curve to the right, defined by an arc length of 50.52 feet, a radius of 225.00 feet, a delta angle of $12^{\circ}51'52''$, and a chord which bears $S13^{\circ}25'19''E$, a distance of 50.41 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,

CONTINUED ON NEXT PAGE

- 46) S06°59'23"E, a distance of 0.97 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the left,
- 47) Thence with said curve to the left, defined by an arc length of 37.95 feet, a radius of 25.00 feet, a delta angle of 86°58'59", and a chord which bears S50°28'53"E, a distance of 34.41 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the right,
- 48) Thence with said curve to the right, at an arc length of 146.24 feet, passing a 1/2-inch iron rod with cap stamped "DOUCET" set, an arc length of 226.15 feet, passing a 1/2-inch iron rod with cap stamped "DOUCET" set, for the southernmost corner of the right-of-way parcel described herein, an arc length of 295.02 feet, passing a 1/2-inch iron rod with cap stamped "DOUCET" set, from which a 1/2-inch iron rod with cap stamped "DOUCET" set, bears S30°45'14"W, 112.34 feet, for a total distance of 326.18 feet, a radius of 70.00 feet, a delta angle of 266°58'59", and a chord which bears S39°31'07"W, a distance of 101.57 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 49) N06°59'23"W, a distance of 95.84 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the left,
- 50) Thence with said curve to the left, defined by an arc length of 39.29 feet, a radius of 175.00 feet, a delta angle of 12°51'52", and a chord which bears N13°25'19"W, a distance of 39.21 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 51) N19°51'15"W, a distance of 95.84 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the left,
- 52) Thence with said curve to the left, defined by an arc length of 17.93 feet, a radius of 175.00 feet, a delta angle of 05°52'18", and a chord which bears N22°47'24"W, a distance of 17.93 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 53) N25°43'32"W, a distance of 35.95 feet passing a 1/2-inch iron rod with cap stamped "DOUCET" set, for a total distance of 134.45 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the right,
- 54) Thence with said curve to the right, defined by an arc length of 45.42 feet, a radius of 225.00 feet, a delta angle of 11°33'54", and a chord which bears N19°56'35"W, a distance of 45.34 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 55) N14°09'38"W, a distance of 89.71 feet passing a 1/2-inch iron rod with cap stamped "DOUCET" set, for a total distance of 91.86 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the left,
- 56) Thence with said curve to the left, defined by an arc length of 15.53 feet, a radius of 175.00 feet, a delta angle of 05°05'01", and a chord which bears N16°42'09"W, a distance of 15.52 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 57) N19°14'40"W, a distance of 161.55 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the right,
- 58) Thence with said curve to the right, defined by an arc length of 28.50 feet, a radius of 225.00 feet, a delta angle of 07°15'25", and a chord which bears N15°36'57"W, a distance of 28.48 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 59) N11°59'15"W, a distance of 85.37 feet passing a 1/2-inch iron rod with cap stamped "DOUCET" set, for a total distance of 90.68 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the right,

CONTINUED ON NEXT PAGE

- 60) Thence with said curve to the right, defined by an arc length of 71.00 feet, a radius of 225.00 feet, a delta angle of $18^{\circ}04'50''$, and a chord which bears $N02^{\circ}56'49''W$, a distance of 70.71 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 61) $N06^{\circ}05'36''E$, a distance of 163.67 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the right,
- 62) Thence with said curve to the right, defined by an arc length of 41.48 feet, a radius of 225.00 feet, a delta angle of $10^{\circ}33'43''$, and a chord which bears $N11^{\circ}22'27''E$, a distance of 41.42 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 63) $N16^{\circ}39'19''E$, a distance of 191.33 feet passing a 1/2-inch iron rod with cap stamped "DOUCET" set, for a total distance of 225.89 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the left,
- 64) Thence with said curve to the left, defined by an arc length of 156.37 feet, a radius of 275.00 feet, a delta angle of $32^{\circ}34'43''$, and a chord which bears $N00^{\circ}21'57''E$, a distance of 154.27 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 65) $N15^{\circ}55'25''W$, a distance of 59.88 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the right,
- 66) Thence with said curve to the right, defined by an arc length of 151.41 feet, a radius of 325.00 feet, a delta angle of $26^{\circ}41'35''$, and a chord which bears $N02^{\circ}34'37''W$, a distance of 150.05 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 67) $N10^{\circ}46'10''E$, a distance of 46.05 feet passing a 1/2-inch iron rod with cap stamped "DOUCET" set, for a total distance of 339.98 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the right,
- 68) Thence with said curve to the right, defined by an arc length of 21.85 feet, a radius of 225.00 feet, a delta angle of $05^{\circ}33'50''$, and a chord which bears $N13^{\circ}33'05''E$, a distance of 21.84 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 69) $N16^{\circ}20'00''E$, a distance of 226.90 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the left,
- 70) Thence with said curve to the left, defined by an arc length of 55.09 feet, a radius of 175.00 feet, a delta angle of $18^{\circ}02'09''$, and a chord which bears $N07^{\circ}18'56''E$, a distance of 54.86 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 71) $N01^{\circ}42'09''W$, a distance of 247.97 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of curvature to the left,
- 72) Thence with said curve to the left, defined by an arc length of 114.92 feet, a radius of 175.00 feet, a delta angle of $37^{\circ}37'33''$, and a chord which bears $N20^{\circ}30'55''W$, a distance of 112.87 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 73) $N39^{\circ}19'42''W$, a distance of 148.24 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 74) $S88^{\circ}42'51''W$, a distance of 215.78 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for a west corner of the right-of-way parcel described herein, from which a 5-inch cedar post bears $N89^{\circ}30'15''W$, 29.00 feet,

CONTINUED ON NEXT PAGE



THENCE with the line common to said 273.702-acre tract and called 58.24-acre tract described in a deed to Elizabeth Haralson Saroni, Et Al, as recorded in Volume, 885, Page 431, of the Deed Records of Hays County Texas, [D.R.H.C.T.], the following three (3) courses and distances:

- 1) N25°17'09"W, a distance of 87.00 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point,
- 2) N17°06'58"W, a distance of 126.29 feet to a metal fence corner post found for an angle point,
- 3) N14°00'45"W, a distance of 1,239.56 feet to a TxDot Type II concrete monument (Broken) found in the existing southeast right-of-way of Ranch Highway No. 12, and for a northwest corner of the right-of-way parcel described herein;

THENCE N45°27'03"E with the line common to said 273.702-acre tract and said Ranch Highway No. 12, N45°27'03"E, a distance of 188.75 feet to the **POINT OF BEGINNING** of the tract described herein and containing 11.51-acres.

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances shown are surface values and may be converted to grid by using the surface adjustment factor of 0.9999000099990001.

Units: U.S. Survey Feet.

10/14/2021

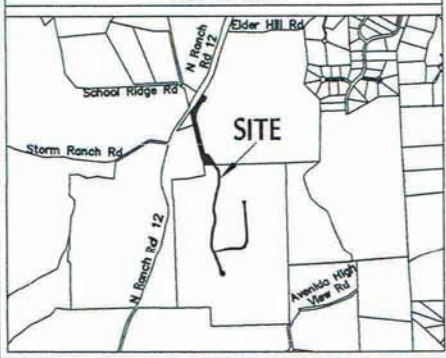
John Barnard
Registered Professional Land Surveyor
Texas Registration No. 5749
Doucet & Associates
JBarnard@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

Date



VICINITY MAP

NOT TO SCALE



LEGEND

- RIGHT-OF-WAY LINE
- APPROXIMATE SURVEY LINE
- IRON ROD FOUND [UNLESS NOTED]
- RIGHT OF WAY TYPE II MONUMENT FOUND
- FENCE POST [AS NOTED]
- HAYS MONUMENT
- ACRES
- VOLUME
- PAGE
- DOCUMENT NUMBER
- RIGHT-OF-WAY
- OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS



GRAPHIC SCALE: 1" = 200'

DURANGO PROPERTIES, LLC
A WYOMING LIMITED LIABILITY COMPANY
CALLED 5.772 ACRES
DOC. NO. 21000570
O.P.R.H.C.T.

ELIZABETH HARALSON SARONI,
MATTHEW CHRISTIAN HARALSON &
JOHN DAVID HARALSON, ET AL
CALLED 58.24 ACRES
VOL. 885, PG. 431
D.R.H.C.T.



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

10/14/2021

JOHN BARNARD
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5749
DOUCET & ASSOCIATES
JBARNARD@DOUCETENGINEERS.COM

BLUFF SPRING RANCH
PRIVATE RIGHT-OF-WAY,
11.51 ACRES PARCEL TRACT

HAYS COUNTY, TEXAS



DOUCET

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

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N33°16'41"E	354.99'
L2	S56°44'56"E	134.83'
L3	S33°15'04"W	135.00'
L4	N56°44'56"W	35.00'
L5	S33°14'58"W	207.97'
L6	S21°57'40"W	176.14'
L7	S04°09'33"W	114.76'
L8	S81°44'29"E	96.55'
L9	S37°57'55"E	114.60'
L10	S32°55'30"E	224.06'
L28	N45°27'03"E	188.75'

DRIFTWOOD ESTATE
WINERY, LLC
VOL. 3320, PG. 150
O.P.R.H.C.T.

3" METAL POST
N17°06'58"W 126.29'

MATCHLINE SHEET 9

Date: 10/20/2021

Scale: 1" = 200'

Drawn by: JRT

Reviewer: JB

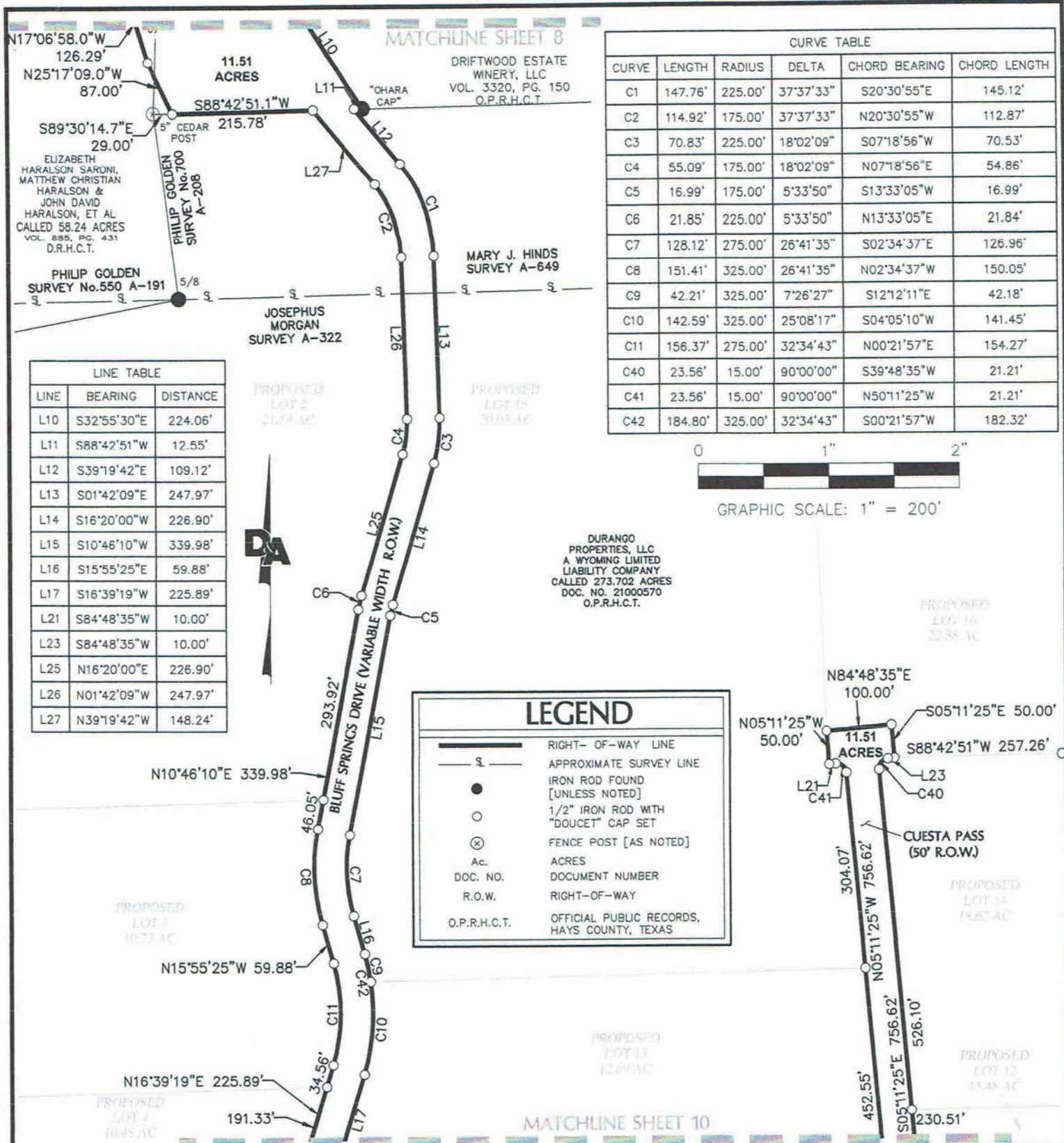
Project: 2197-001

Sheet: 8 OF 10

Field Book: 541

Party Chief: PAC

Survey Date: 08/25/2021



**BLUFF SPRING RANCH
PRIVATE RIGHT-OF-WAY,
11.51 ACRES PARCEL TRACT**

HAYS COUNTY, TEXAS



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Reviewer: JB

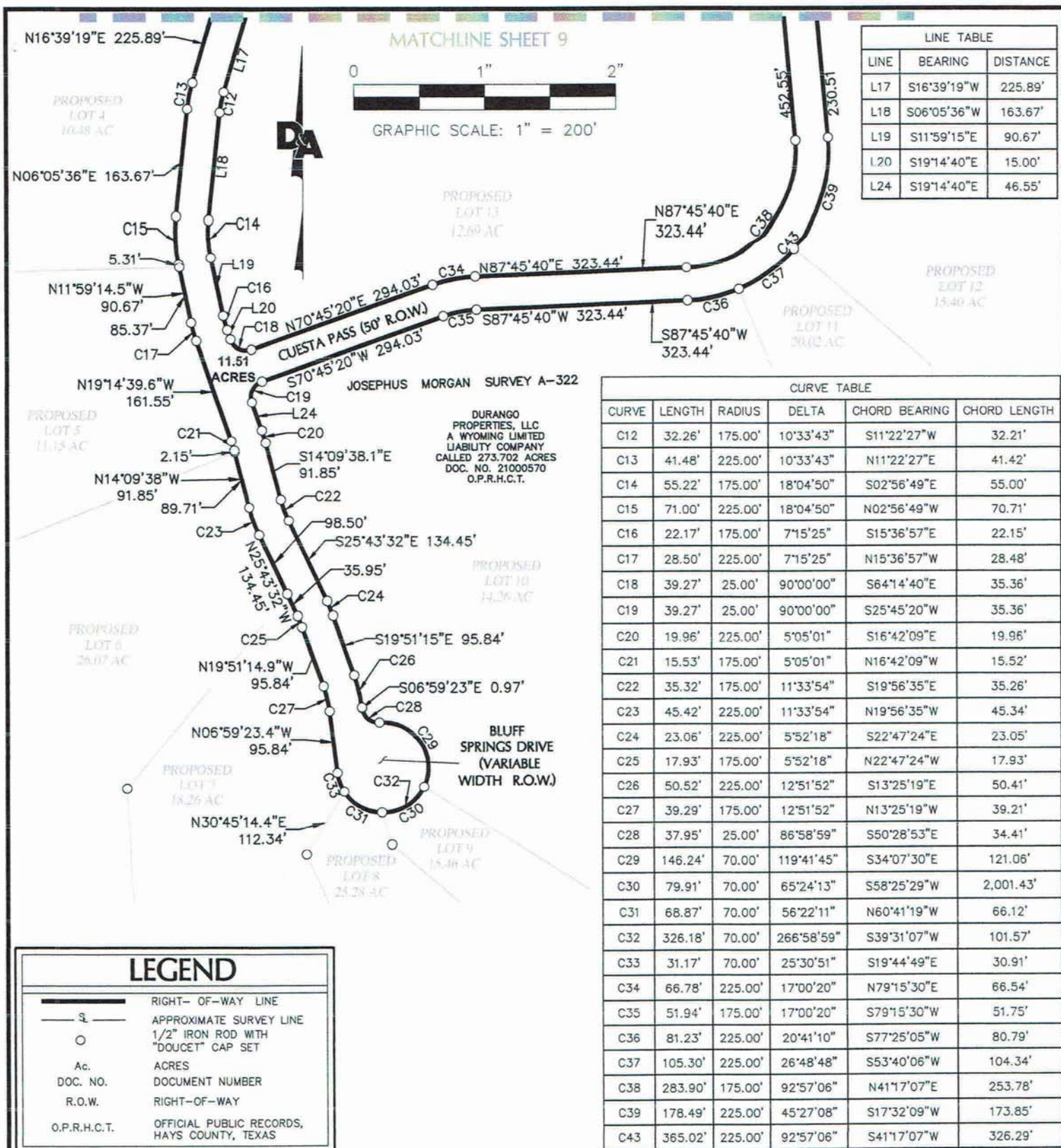
Project: 2197-001

Sheet: 9 OF 10

Field Book: 541

Party Chief: PAC

Survey Date: 08/25/2021



**BLUFF SPRING RANCH
PRIVATE RIGHT-OF-WAY,
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HAYS COUNTY, TEXAS



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TBPELS Firm Number: 10105800

Date: 10/20/2021

Scale: 1" = 200'

Drawn by: JRT

Reviewer: JB

Project: 2197-001

Sheet: 10 OF 10

Field Book: 541

Party Chief: PAC

Survey Date: 08/25/2021

THE STATE OF TEXAS

COUNTY OF HAYS

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

22000803 DECLARATION
01/07/2022 09:53:53 AM Total Fees: \$98.00

 Elaine H. Cardenas

Elaine H. Cardenas, MBA, PhD, County Clerk
Hays County, Texas

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve the purchase of a replacement auger in the amount of \$2,271.25 for the Transportation Department's Countywide crew and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 26, 2022	\$2271.25

LINE ITEM NUMBER

Fund 020

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The action will allow the Transportation department to purchase an auger to replace a 12 year old auger that had an output shaft failure. The parts to repair the current auger (\$3083) would exceed the cost of a new replacement.

Budget Amendment:

Decrease .5351 Road Materials

Increase .5719_400 Miscellaneous Equipment



JOHN DEERE

Investment Proposal (Quote)

RDO Equipment Co.
16415 N Interstate 35
Pflugerville TX, 78660

Phone: (512) 272-4141 - Fax: (512) 272-9365

Proposal for:

HAYS COUNTY, PRCT. #1
CTY AUDITOR/COURTHOU
PO BOX 906
SAN MARCOS, TX, 786670906
HAYS

Investment Proposal Date:

4/4/2022

Pricing Valid Until:

4/18/2022

Deal Number:

1544312

Customer Account#:

6128004

Sales Professional:

Terry Weeter

Phone:

(512) 272-4141

Fax:

Email:

TWeeter@rdoequipment.com

Comments

APPROX 8 WEEKS

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2022 PREMIER AUGER INC. HO19	\$2,271.25

Equipment Subtotal: \$2,271.25

Purchase Order Totals

Balance:	\$2,271.25
Total Taxable Amount:	\$0.00
TX STATE TAX:	\$0.00
TX SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$2,271.25
Cash with Order:	\$0.00
Balance Due:	\$2,271.25

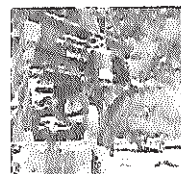
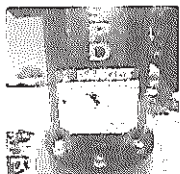
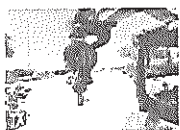
Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2022 PREMIER AUGER INC. HO19	HO19PDH200 MODEL 19 AUGER DRIVE 2" HEX

must go before COMM. COURT

9-1-2

PO#	_____
Line #	<i>5714-400</i>
Shipper #	_____




DRIVE UNITS – PREMIER (15-30 GPM) HEAVY DUTY

\$2,695.00 – \$2,795.00

\$55/mo with **CIT** | Apply for Financing

Choose Drive Unit:

PREMIER Model HO19PD (15-30 GPM) ▼  Clear

~~\$3,095.00~~ \$2,795.00

1x DRIVE UNITS – PREMIER (15-30 GPM) HEAVY DUTY

\$2,795.00

Subtotal \$2,795.00





Carlos Gonzalez Hays Co

DATE 4/5/2022

*pictures for illustration purposes only

TOTAL BEFORE TAXES	\$2,857.00
--------------------	------------

Plus Applicable Taxes

8.25 % SALES TAX

2 % DIESEL TAX

.24 % DIT HEAVY EQUIPMENT TAX

TOTAL WITH TAXES

The undersigned hereby authorizes Equipment Depot to furnish the equipment as specified in this quotation.

By _____

4/5/2022

Brian Brightwell
4100 S. IH 35, WACO, TEXAS 76706, 254-662-4322



RDO Equipment Co.
19275 No. IH 35
New Braunfels, TX 78132
830-632-3100
Fax: 830-632-3099

Parts manager: SA.Parts@rdoequipment.com
General Manager: SA.GenMgr@rdoequipment.com
www.rdoequipment.com

Ship to: N/A

Parts List
in complete...
over cost
of new

Invoice to: HAYS COUNTY, PRCT. #1
CTY AUDITOR/COURTHOU
PO BOX 906
SAN MARCOS TX 78667-0906

Branch
21 - SAN ANTONIO, TX

Date	Time	Page
04/04/2022	11:05:06 (O)	1
Account No.	Phone No.	Estimate No.
6128004	5123932283	016106

Ship Via	Purchase Order
	NORM
Tax Exemption Number	Federal ID Number
1746002241	

Salesperson
JTH

ESTIMATE EXPIRY DATE: 05/04/2022

PARTS ESTIMATE - NOT AN INVOICE

Part#	Description	U	Qty	Price	Amount
-------	-------------	---	-----	-------	--------

PREMIER HYDRAULIC AUGER
NUMBERS PHONED IN BY NORM (316-941-9591)
ALL ARE ORDER ITEMS

LEAD TIME UNKNOWN (NO ESTIMATED LEAD TIME GIVEN)

69400	OUTPUT SHAFT	1	1579.00	1579.00
69417	LOCK NUT	1	60.00	60.00
69408	LOCK WASHER	1	26.00	26.00
69404	INNER CUP	2	69.00	138.00
69406	INNER CONE	1	127.00	127.00
69403	OUTER CONE	1	135.00	135.00
69405	HUB	1	1018.00	1018.00
Subtotal:				3083.00
TOTAL:				3083.00

Authorization: _____

This is not an Invoice. Do not pay from this parts quote.

Stocked parts can be returned within 30 days with copy of invoice. Special order parts \$20.00 and up may be returned within 30 days with copy of invoice. 20% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

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 Local Health Department Community Outreach Program to establish the Hays County Public Health Essay Competition and utilize DSHS grant funds in the amount of \$5,000.00 to purchase five Apple MacBook Airls that will be awarded to the top five high school student essay writers and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 22, 2022	\$5,000

LINE ITEM NUMBER

120-675-99-155]

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

School-aged children are a vulnerable population who the county has identified as having healthcare disparities that prevent COVID-19 vaccinations and increase the severity of the infection of COVID-19. To address this concern, the Hays County Local Health Department is encouraging community-wide input at all levels. The Local Health Department would like to amplify the voices of the youth while supporting their future endeavors. As a result, the Hays County Local Health Department is seeking out innovative and engaging efforts to address health disparities by graduating seniors in high school. The announcement of the scholarship will be made countywide and at each high school in Hays County.

The essay topic will be: In what ways did COVID-19 impact you and your school community? How did your community come together to help each other during the pandemic? What are some interventions you would have implemented to alleviate the severity of COVID-19 in your community?

Applicants will complete an application (Included in the attachments) to create an opportunity to holistically review the student. The essay competition will be judged according to a rubric (Included in the attachments) by Countywide Operations and the Community Outreach Program.

One winner will be determined for each high school in Hays County (Dripping Springs High School, Johnson High School, Lehman High School, San Marcos High School, and Wimberley High School). The winner from each high school will receive one Apple MacBook Air.

Attachment:

Hays County Public Health Essay Competition Application

Hays County Public Health Essay Rubric

Apple MacBook Air Quotes

Budget Amendment:

Decrease: 120-675-99-155.5391 Miscellaneous (\$5,000)

Increase: 120-675-99-155.5712_400 \$5,000

Hays County Local Health Department

Hays County Public Health Scholarship

Application Questions:

Please type the following personal information:

First Name: Click or tap here to enter text.

Last Name: Click or tap here to enter text.

Phone Number: Click or tap here to enter text. E-Mail Address: Click or tap here to enter text.

Please select from the following categories your demographic identity:

Gender: Choose an item.

Race: Choose an item.

Ethnicity: Choose an item.

Please answer the following questions:

Please enter your current GPA:

Click or tap here to enter text.

Will you be a first-generation student? (Your parent(s) did not complete a 4-year college or university degree, regardless of other family member's level of education.)

Yes ☐ No ☐

Which High School do you currently attend?

Choose an item.

Will you be attending a College or Vocational School upon graduation?

Yes ☐ No ☐

Please write a short statement (100 – 250 words) on why you would like to receive this scholarship.

Click or tap here to enter text.

Please write an essay (400-600 words) regarding the questions below:






In what ways did COVID-19 impact you and your school community? How did your community come together to help each other during the pandemic? What are some interventions you would have implemented to alleviate the severity of COVID-19 in your community? (An intervention is an organized effort to promote specific behaviors that improve physical, mental, and emotional health.)

Please attach a resume of your:

- Work experience
- Community service
- Extracurricular activities
- Honors and awards

E-Mail Applications to HealthDisparitiesScholarship@co.hays.tx.us

Hays County Public Health Scholarship Essay				
Essay Domains	1-2	3-4	4-6	6-8
Focus & Details	The topic and main ideas are not clear.	There is one topic. Main ideas are somewhat clear.	There is one clear, well focused topic. Main ideas are clear but are not well supported by detailed information.	There is one clear, well focused topic. Main ideas are clear and are well supported by detailed and accurate information.
Organization	There is no clear introduction, structure, or conclusion.	The introduction states the main topic. A conclusion is included.	The introduction states the main topic and provides an overview of the paper. A conclusion is included.	The introduction is inviting, states the main topic, and provides an overview of the paper. Information is relevant and presented in a logical order. The conclusion is strong.
Voice	The author's purpose of writing is unclear.	The author's purpose of writing is somewhat clear, and there is evidence of attention to audience. The author's knowledge and/or experience with the topic is/are limited.	The author's purpose of writing is somewhat clear, and there is some evidence of attention to audience. The author's knowledge and/or experience with the topic is/are evident.	The author's purpose of writing is very clear, and there is strong evidence of attention to audience. The author's extensive knowledge and/or experience with the topic is/are evident.
Word Choice	The write uses a limited vocabulary. Jargon or cliches may be present and detract from the meaning.	The author uses words that communicate clearly, but the writing lacks variety.	The author uses vivid words and phrases. The choice and placement of words is inaccurate at times and/or seems overdone.	The author uses vivid words and phrases. The choice and placement of words seems accurate, natural, and not forced.
Sentence, Structure, Grammar, Mechanics, and Spelling	Sentences sound awkward, are distractingly repetitive, or are difficult to understand. The author makes numerous errors in grammar, mechanics, and/or spelling that interfere with understanding.	Most sentences are well constructed, but they have a similar structure and/or length. The author makes several errors in grammar, mechanics, and/or spelling that interfere with understanding.	Most sentences are well constructed and have varied structure and length. The author makes a few errors in grammar, mechanics, and/or spelling, but they do not interfere with understanding.	All sentences are well constructed and have varied structure and length. The author makes no errors in grammar, mechanics, and/or spelling.

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Apple M1 chip with 8-core CPU, 7-core GPU, and 16-core Neural Engine

8GB unified memory

256GB SSD storage¹

Retina display with True Tone

Magic Keyboard

Touch ID

Force Touch trackpad

Two Thunderbolt / USB 4 ports

\$999.00

or

\$83.25/mo. for 12 mo.*



Space Gray



Apple M1 Chip with 8-Core CPU and 8-Core GPU 512GB Storage

Apple M1 chip with 8-core CPU, 8-core GPU, and 16-core Neural Engine

8GB unified memory

512GB SSD storage¹

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MacBook Air 13.3" Laptop - Apple M1 chip - 8GB Memory - 256GB SSD (Latest Model) - Space Gray

Model: MGN63LL/A SKU: 5721600

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Configure your Mac

Processor Model:

Apple M1

Why is the processor important?

Total Storage Capacity:

256GB

How much storage do I need?

Graphics:

Apple M1 7-core

What's the right graphics card for me?

Color: Space Gray

See All Specifications

Help

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 Building Maintenance to purchase and install at the Government Center a new Patriot 80-gallon electric water heater in the amount of \$5,332.55 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 26, 2022	\$5,332.55

LINE ITEM NUMBER

007-761-94.5719_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Building Maintenance would like approval to replace the current Government Center water heater with a new Patriot 80-gallon electric water heater. The current water heater has failed and is unable to be repaired. Building Maintenance has secured a proposal from SI Mechanical under our plumbing contract RFP 2018-P03 for the new water heater and the installation of the unit. Funding for this purchase was not foreseen and therefore not budgeted for in the FY22 budget and Building Maintenance would like to request these additional funds in order to complete this repair.

Attachments:

SI Mechanical Proposal
Water Heater Spec Sheet

Budget Amendment:

Decrease: 007-761-94.5201 General Supplies
Increase: 007-761-94.5719_700 Misc. Equipment (Capital)



Estimate

March 30, 2022

TACLA00045892C

M-40866

To: Hays County - GC Bldg

Attn: Chirs Deichmann & Lisa Griffin

Re: Replace water heater

0Model#

0Serial#

0Unit#

We propose to install the HVAC and/or PLUMBING WORK as outlined in the scope of work below.

Labor	Hours	Rate	Materials & Tools	Subcontractors
Tech(s).....	8	\$95.00	Materials.....	\$3,242.04
Hepler(s).....	8	\$65.00	Markup per contract.....	25%
Total.....		\$1,280.00	Total.....	\$4,052.55
				Rental(s)..... \$0.00
				Crane..... \$0.00
				Total..... \$0.00

HVAC/Plumbing Work: \$5,332.55

Tax 8.25% \$0.00

Total Price \$5,332.55

Scope of Work:

1. Furnish and install: (1) 80gal. 4.5kW 208V 3PH State Water Heater
2. Lock-out, Tag-out & Deenergize energy source.
3. Disconnect and remove exist water heater.
4. Install new electric water heater and reconnect piping.
5. Check operation.
6. Clean up work area.

Note: This is an estimate only, additional parts and labor may be required.

Bid Clarifications:

1. Sales tax included.
2. All work performed during normal hours.
3. No electrical of any kind.
4. No dumpsters or haul off.
5. No fire alarm or smoke detectors.
6. No coring, scanning, cutting, patching or concrete work.
7. No removal of walls or ceiling to access "the work".
8. No structural steel framing or roofing.
9. No painting of duct or anything else.

Note: New electrical service will be needed for this water heater.Mike

Please authorize this repair; no parts have not been ordered. Parts will be ordered once the repairs are authorized. After receiving parts the repair can be scheduled.

Sincerely,

Josh Abbott

Service Department

Office# 512-593-6001 ext. 103

Cell# 512-423-2970

Signed:

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.



This proposal is conditional upon the following terms and conditions:

1. Customer agrees to pay S I Mechanical, LLC all sums due with respect to this proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by S I Mechanical, LLC by the tenth day of the month following billing, such payment shall be considered past due. If default is made in payment of any sums due hereunder and it becomes necessary that this Agreement be placed in the hands of an attorney for collection, customer agrees to pay to S I Mechanical, LLC all costs of collection, including reasonable attorney's fee. S I Mechanical, LLC shall have the right to cancel this Agreement at any time, upon (5) day's written notice, if payments are called for herein are not made.
2. Cancellation Clause: This agreement can only be cancelled by customer upon a 30-day written notice. If in the event the customer cancels this agreement S I Mechanical, LLC will be due the balance of the annual contract for the current contract year or the cost plus profit incurred year to date, which ever is lesser of the two.
3. Customer waives any and every claim which arises in its favor and against S I Mechanical, LLC during the term of this Agreement for any all loss of, or damage to, any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, general liability policies, and workmen's compensation policies, to the extent that such loss or damage is recoverable under said insurance policies and such loss is not the result of the gross negligence or willful misconduct of S I Mechanical, LLC or failure of S I Mechanical, LLC to comply with the terms of this agreement.
4. It is agreed that S I Mechanical, LLC shall have no liability to customer or to customer's agents, servants, or employees or to any third parties for injuries to persons, or damage to property directly or indirectly resulting from the failure of any equipment or due to any other cause whatsoever, other than the gross negligence or willful misconduct of S I Mechanical, LLC, and customer agrees to indemnify S I Mechanical, LLC and hold it harmless from any loss, claim, damage, or expense, including attorney's fees, arising out of any such damage or injury. S I Mechanical, LLC shall not be liable for any lost rents, income, or profits nor any indirect, remote, special, or consequential damages from whatever cause and howsoever the same may arise, nor for any delay, loss damage, or injury caused by acts of God, labor disturbances, non-delivery, or unavailability of manpower or material, or any other event beyond S I Mechanical, LLC's control. S I Mechanical, LLC agrees to indemnify customer and hold it harmless from any loss, claim, damage or injury caused by the gross negligence or willful misconduct of S I Mechanical, LLC.
- The entire liability of S I Mechanical, LLC and client's exclusive remedy for damages from any cause in connection with the work, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Agreement fee of the current year.
5. This contract constitutes the entire agreement and is not assignable by either party. This Agreement may be modified or amended only by written agreement of both parties. S I Mechanical, LLC is inclusive of it's affiliated companies.
6. S I Mechanical, LLC and it's affiliated companies shall not be responsible to customer or anyone else for the system design or its performance in maintaining design conditions.
7. The Heating, Ventilation, and Air-Conditioning equipment and systems installed, repaired or serviced as a part of this agreement may, under certain conditions, become conducive to or incidentally support microbiological growth. S I Mechanical, LLC makes no claim nor warrants its work to protect against, eliminate or inhibit any type of microbiological growth, including but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas adjacent to or in proximity of such systems and equipment.
8. Customer agrees to indemnify, defend, and hold harmless, S I Mechanical, LLC, its officers, directors, agents, assigns, successors and employees from any against any and all claims of damages or injury, of any kind or nature whatsoever, including claims of property damage or personal injury, due to any such microbiological growth in or emanating from any of the customer's HVAC equipment or HVAC systems.
9. Some projects require the use of heavy commercial hoisting or rigging equipment. While all precautions will be exercised to protect the customer's property. S I Mechanical, LLC will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, excluding negligence or accidents.
10. Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00am to 4:30 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, the customer agrees to pay the difference between the regular and overtime charge.
11. If S I Mechanical, LLC encounters asbestos or polychlorinated biphenyl (PCB) on the site, S I Mechanical, LLC will stop work and report the evidence of such to the customer. S I Mechanical, LLC will not resume work in the affected area until the asbestos or PCB has been removed or determined harmless by a qualified laboratory.
12. S I Mechanical, LLC shall comply with it's affirmative action, environmental and safety policies as mandated by the government.
13. SI Mechanical, LLC will make every effort to locate and avoid building utilities. It shall be the responsibility of the Customer to provide reference drawings and locate all hidden utilities in and around the work site. SI Mechanical relies on this information to execute the work. Damages to unmarked and unforeseen building utilities is the responsibility of the Customer.
14. SI Mechanical, LLC does not accept consequential damages or liquidated damages unless agreed to in writing.



Commercial Light Duty Electric Water Heaters

PATRIOT™

Designed for use as a recovery heater having its own storage tank. Available in upright, standard, and lowboy models.

GLASSLINED TANK

- Thirteen sizes; 6 thru 119 gallon capacity. Tank interior is coated with glass specially designed by State Water Heaters for water heater use.

ELEMENTS

- Zinc plated copper sheaths for longer life. Medium watt density means lower surface temperature to minimize scale build-up and more surface to heat water. Element sizes from 1.5 to 6.1 KW. Maximum input 12 KW (see chart).

STANDARD VOLTAGES

- 120, 277 single phase and 208, 240 and 480V unbalanced three-phase delta; easily converted to single-phase at terminal block (except 208V with 5500 watt elements). Single element heaters, single-phase only.

TERMINAL BLOCK

- Factory-installed. Just bring the service to heater and connect to block. Terminal block not supplied on 120V & 277 volt models. (No junction box on PCE 6-20)

CONTROLS

- Temperature control (adjustable through range of 130° to 170°F on single element and 120° to 181°F on dual element) and manual reset high temperature cutoff per element (dual element models). Factory-wired for non-simultaneous operation; easily converted to simultaneous element operation (three phase models only).

CSA CERTIFIED AND ASME RATED T&P RELIEF VALVE

SIMPLIFIED CIRCUITRY, COLOR CODED FOR EASE OF SERVICE

ANODE ROD FOR MAXIMUM CORROSION PROTECTION

CABINET HAS BONDERIZED UNDERCOAT WITH BAKED ENAMEL FINISH

TOP INLET AND OUTLET OPENINGS

DRAIN VALVE (EXCLUDES PCE 6-20)

UL APPROVED FIELD CONVERSION PROGRAM

COMPLIANCE

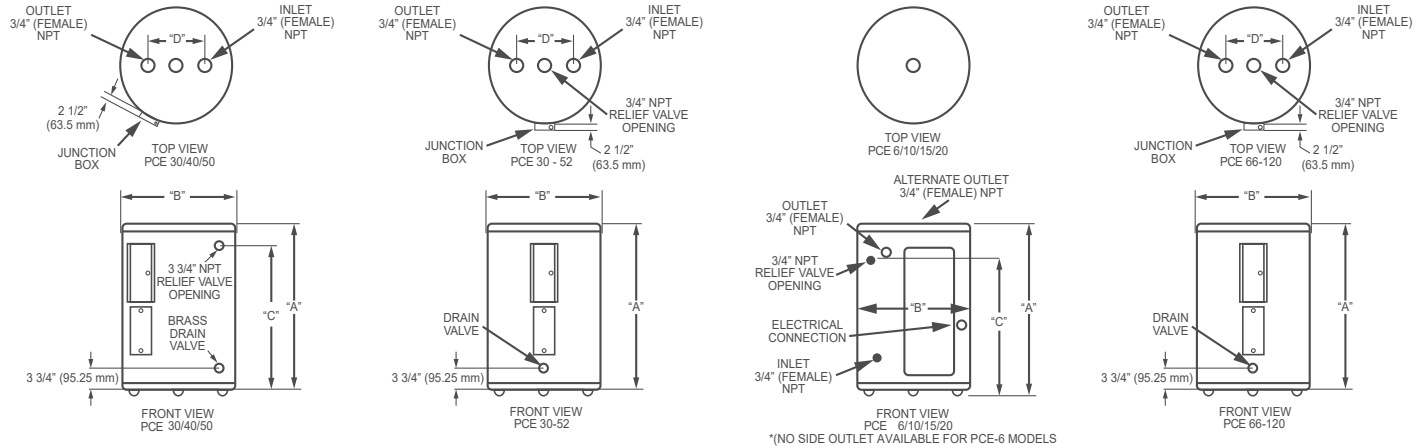
- Meets the standby loss Requirements of the U.S. Department of Energy and current edition of ASHRAE/IESNA 90.1.

LIMITED WARRANTY OUTLINE

- If the tank should leak any time during the first three years, under the terms of the warranty, State Water Heaters will furnish a replacement heater; installation, labor, handling and local delivery extra. THIS OUTLINE IS NOT A WARRANTY. For complete information consult the written warranty or statewaterheaters.com



SOLID. STATE.



ROUGH-IN DIMENSIONS

Models	UEF	No. of Elements	Nominal Capacity	Rated Storage Volume	A		B		C		D		Shipping Weight	
					Inches	mm	Inches	mm	Inches	mm	Inches	mm		
PCE-6	N/A	1	6	6	15-1/2	394	14-1/4	362	11	279	N/A	N/A	35	15.9
PCE-10	N/A	1	10	10	18-1/4	464	18	457	12-1/2	318	N/A	N/A	54	24.5
PCE-15	N/A	1	15	15	26	660	18	457	20-1/2	521	N/A	N/A	58	26.3
PCE-20	N/A	1	20	19	22-1/4	565	21-3/4	552	15-3/8	391	N/A	N/A	73	33.1
PCE-30-20LS	0.92	2	30	33	33-1/2	851	26	660	24	610	8	203	118	53.5
PCE-40-20LS**	0.92	2	40	35	32	813	23	584	24	610	8	203	118	53.5
PCE-50-20LS	0.92	2	50	48	36	914	26-1/2	673	25	635	8	203	172	78
PCE-30-20RT	0.92	2	30	37	49-3/4	1264	20-1/2	521	53-1/4	1353	8	203	118	53.5
PCE-40-20RT	0.92	2	40	45	59	1499	20-1/2	521	51-1/4	1302	8	203	125	56.7
PCE-52-20RT	0.92	2	52	55	56-1/2	1435	24	610	48-1/2	1232	8	203	145	65.8
PCE-66-20RTA	N/A	2	66	60	60-3/4	1543	21-3/4	552	N/A	N/A	8	203	176	79.8
PCE-82-20RTA	N/A	2	80	76	59-3/8	1508	24	610	N/A	N/A	8	203	211	95.7
PCE-120-20RTA	N/A	2	120	108	62-7/16	1586	29-3/8	746	N/A	N/A	8	203	326	147.9

*No side outlet available on PCE-6 Model

**Blanket model

Note: All 66, 80 and 120 models will be manufactured with two 6.1kW elements - 12.2kW

U.S Gallons/HR and Litres/HR at Temperature Rise Indicated													
Element Wattage (Upper/Lower)	Input KW	F°	36 F°	40 F°	54 F°	60 F°	72 F°	80 F°	90 F°	100 F°	108 F°	120 F°	126 F°
		C°	20 C°	22.2 C°	30 C°	33.3 C°	40 C°	44.4 C°	50 C°	55.5 C°	60 C°	66.6 C°	70 C°
6100/6100	12.2	GPH	138	124	92	82	69	62	55	49	46	41	39
		LPH	522	469	348	310	261	235	208	184	174	153	146

Recovery capacities at 100° F equal: for simultaneous element operation - 4.1 gal. x 2/3 KW of both elements.

For other rises multiply element KW as previously explained by 4.1 and divide by temperature rise.

Full load current for single phase = total watts.



Commercial Light Duty Electric Water Heaters

ELEMENT AVAILABILITY CHART (LIGHT-DUTY COMMERCIAL ELECTRIC)

Models & Elements	Voltage	Wiring	kW Input Available									
6-Gallon Models Single-Element	120V	-	1.5	2	2.5	3						
	208V	-	1.5	2	2.5	3						
	240V	-	1.5	2	2.5	3						
	277V	-	1.5	2	2.5	3						
	480V	-		2	2.5	3						
10-Gallon through 20-Gallon Models Single-Element	120V	-	1.5	2	2.5	3						
	208V	-	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6
	240V	-	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6
	277V	-	1.5	2	2.5	3		4	4.5	5		6
	480V	-		2	2.5	3		4	4.5	5	5.5	6

6 gallon model not available above 3kW
 6/10/15/20 gallon models all A6 circuit (2 wire) only
 † Exceeds maximum amp draw.
 ** Simultaneous only in 3ph

Model	Element Wattage					
		120V	208V	240V	277V	480V
PCE-20-20LS	Min Watts	N/A	4500	4500	4500	4500
	Max Watts	N/A	6000 (*)	6000 (*)	6000	6000
PCE-40-20LS	Min Watts	N/A	4500	4500	4500	4500
	Max Watts	N/A	6000 (*)	6000 (*)	6000	6000
PCE-50-20LS	Min Watts	N/A	4000	4000	4000	4000
	Max Watts	N/A	6000 (*)	6000 (*)	6000	6000
PCE-30-20RT	Min Watts	N/A	4500	4500	4500	4500
	Max Watts	N/A	6000 (*)	6000 (*)	6000	6000
PCE-40-20RT	Min Watts	3000 (*)	3000	3000	3000	3000
	Max Watts	3000 (*)	6000 (*)	6000 (*)	6000	6000
PCE-52-20RT	Min Watts	2500	2500	2500	2500	2500
	Max Watts	3000 (*)	6000 (*)	6000 (*)	6000	6000

Additional limitations apply to 120V, 208V, and 240V - Simultaneous Operation are not available (*) for these voltages.



Commercial Light Duty Electric Water Heaters

RECOVERY CAPACITIES

Element Wattage (Upper/Lower)	Input	U. S. Gallons/Hr and Litres/Hr at Temperature Rise Indicated											
		F°	36	40	54	60	72	80	90	100	108	120	126
	kW	C°	20	22.2	30	33.3	40	44.4	50	55.5	60	66.6	70
Non-Simultaneous Operation													
/1500	1.5	GPH	17	15	11	10	8	8	7	6	6	5	5
		LPH	64	58	43	38	32	29	26	23	21	19	18
/2000	2	GPH	23	20	15	14	11	10	9	8	8	7	6
		LPH	85	77	57	51	43	38	34	31	28	26	24
/2500	2.5	GPH	28	25	19	17	14	13	11	10	9	8	8
		LPH	107	96	71	64	53	48	43	38	36	32	30
3000/3000	3	GPH	34	30	23	20	17	15	14	12	11	10	10
		LPH	128	115	85	77	64	58	51	46	43	38	37
4000/4000	4	GPH	45	41	30	27	23	20	18	16	15	14	13
		LPH	170	153	114	102	85	77	68	61	57	51	49
4500/4500	4.5	GPH	51	46	34	30	25	23	20	18	17	15	14
		LPH	192	173	128	115	96	86	77	69	64	58	55
5000/5000	5	GPH	56	51	38	34	28	25	23	20	19	17	16
		LPH	213	192	142	128	107	96	85	77	71	64	61
6000/6000	6	GPH	68	61	45	41	34	30	27	24	23	20	19
		LPH	256	230	170	153	128	115	102	92	85	77	73
Simultaneous Operation													
3000/3000	6	GPH	68	61	45	41	34	30	27	24	23	20	19
		LPH	256	230	170	153	128	115	102	92	85	77	73
4000/4000	8	GPH	90	81	60	54	45	41	36	32	30	27	26
		LPH	341	307	227	205	170	153	136	123	114	102	97
4500/4500	9	GPH	101	91	68	61	51	46	41	36	34	30	29
		LPH	384	345	256	230	192	173	153	138	128	115	110
5000/5000	10	GPH	113	101	75	68	56	51	45	41	38	34	32
		LPH	426	384	284	256	213	192	170	153	142	128	122
6000/6000	12	GPH	135	122	90	81	68	61	54	49	45	41	39
		LPH	511	460	341	307	256	230	205	184	170	153	146

Recovery capacities at 100° F rise equal: for non-simultaneous element operation = 4.1 gal. x kW of one element; for simultaneous element operation = 4.1 gal. x 2/3 kW of both elements.
For other rises multiply element kW as previously explained by 410 and divide by temperature rise. Full load current for single phase = total watts/voltage.

SPECIFICATION

The water heaters(s) shall be Patriot™ Model(s) No. _____ as manufactured by State Water Heaters or an approved equal. Heater(s) shall be rated at _____ kW, _____ volts, _____-phase, 60 cycle AC, and listed by Underwriters' Laboratories. Models shall meet the standby loss requirements of the U.S. Department of energy and current edition of ASHRAE/IESNA 90.1. Tank(s) shall be _____ gallon capacity. Heater(s) shall have 150 psi working pressure and be equipped with extruded high density anode rod. All internal surfaces of the heater(s) exposed to water shall be glasslined with an alkaline borosilicate composition that has been fused-to-steel by firing at a temperature range of 1400°F to 1600°F. Electric heating elements shall be medium watt density with zinc plated copper sheath. Each element shall be controlled by an individually mounted thermostat and high temperature cutoff switch. The outer jacket shall be of backed enamel finish and shall enclose the tank with foam insulation. Electrical junction box with heavy duty terminal block shall be provided (except on 120V & 277V {no junction box on PCE 6 thru 20}). The drain valve shall be located in the front for ease of servicing. Heater tank shall have a three year limited warranty as outlined in the written warranty. Fully illustrated instruction manual to be included.

FOR MORE INFORMATION, CONTACT: STATE WATER HEATERS 500 TENNESSEE WALTZ PARKWAY, ASHLAND CITY, TN 37015 800-365-0024 TOLL-FREE USA STATEWATERHEATERS.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 purchase and installation of a new water fountain and bottle filling station located at the Five Mile Dam Park Soccer Complex in the amount of \$5,823.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 26, 2022	\$5,823

LINE ITEM NUMBER

170-657-00.5741

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Building Maintenance would like approval to purchase a water fountain/bottle filling station and have it installed at the Five Mile Dam Park Soccer Complex. Building Maintenance secured three quotes for the water fountain with Most Dependable Fountains, Inc. being the most competitive. The installation and plumbing would be performed by SI Mechanical under our plumbing contract RFP 2018-P03. Funding for this purchase was not budgeted for in the FY22 budget and Building Maintenance would like to request these additional funds in order to complete this improvement.

Attachments:

Most Dependable Fountains, Inc. Quote
SI Mechanical Quote
Water Fountain Spec

Potential Funding Source: Infrastructure Improvement Fee Fund



Estimate

April 18, 2022

TACLA00045892C

M-40866

To: Hays County - 5 Mile Damn

Attn: Chirs Deichmann & Lisa Griffin

Re: Replace Dinking Fountain

We propose to install the HVAC and/or PLUMBING WORK as outlined in the scope of work below.

Labor	Hours	Rate	Materials & Tools	Subcontractors
Tech(s).....	8	\$95.00	Materials.....	Rental(s)....
Heppler(s).....	8	\$65.00	Markup per contract.....	Crane.....
Total.....		\$1,280.00	Total.....	Total.....

HVAC/Plumbing Work: \$1,467.50

Tax 8.25% \$0.00

Total Price \$1,467.50

Scope of Work:

1. Install: (1) MDF Model: 10485 WMSS Drinking Fountain (Customer Supplied) & Misc. Fittings.
2. Lock-out, Tag-out & Deenergize energy source.
3. Disconnect and remove exist drinking fountain.
4. Install new customer supplied fountain.
5. Check operation.
6. Clean up work area.

Note: This is an estimate only, additional parts and labor may be required.

Bid Clarifications:

1. Sales tax included.
2. All work performed during normal hours.
3. No electrical of any kind.
4. No dumpsters or haul off.
5. No fire alarm or smoke detectors.
6. No coring, scanning, cutting, patching or concrete work.
7. No removal of walls or ceiling to access "the work".
8. No structural steel framing or roofing.
9. No painting of duct or anything else.

Note: New electrical service will be needed for this water heater.Mike

Please authorize this repair; no parts have not been ordered. Parts will be ordered once the repairs are authorized. After receiving parts the repair can be scheduled.

Sincerely,

Josh Abbott
Service Department
Office# 512-593-6001 ext. 103
Cell# 512-423-2970

Signed:

Acceptance of Proposal:

The above prices, specifications and conditions are
satisfactory and are hereby accepted. You are authorized to
do the work as specified.



This proposal is conditional upon the following terms and conditions:

1. Customer agrees to pay S I Mechanical, LLC all sums due with respect to this proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by S I Mechanical, LLC by the tenth day of the month following billing, such payment shall be considered past due. If default is made in payment of any sums due hereunder and it becomes necessary that this Agreement be placed in the hands of an attorney for collection, customer agrees to pay to S I Mechanical, LLC all costs of collection, including reasonable attorney's fee. S I Mechanical, LLC shall have the right to cancel this Agreement at any time, upon (5) day's written notice, if payments are called for herein are not made.

2. Cancellation Clause: This agreement can only be cancelled by customer upon a 30-day written notice. If in the event the customer cancels this agreement S I Mechanical, LLC will be due the balance of the annual contract for the current contract year or the cost plus profit incurred year to date, which ever is lesser of the two.

3. Customer waives any and every claim which arises in its favor and against S I Mechanical, LLC during the term of this Agreement for any all loss of, or damage to, any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, general liability policies, and workmen's compensation policies, to the extent that such loss or damage is recoverable under said insurance policies and such loss is not the result of the gross negligence or willful misconduct of S I Mechanical, LLC or failure of S I Mechanical, LLC to comply with the terms of this agreement.

4. It is agreed that S I Mechanical, LLC shall have no liability to customer or to customer's agents, servants, or employees or to any third parties for injuries to persons, or damage to property directly or indirectly resulting from the failure of any equipment or due to any other cause whatsoever, other than the gross negligence or willful misconduct of S I Mechanical, LLC, and customer agrees to indemnify S I Mechanical, LLC and hold it harmless from any loss, claim, damage, or expense, including attorney's fees, arising out of any such damage or injury. S I Mechanical, LLC shall not be liable for any lost rents, income, or profits nor any indirect, remote, special, or consequential damages from whatever cause and howsoever the same may arise, nor for any delay, loss damage, or injury caused by acts of God, labor disturbances, non-delivery, or unavailability of manpower or material, or any other event beyond S I Mechanical, LLC's control. S I Mechanical, LLC agrees to indemnify customer and hold it harmless from any loss, claim, damage or injury caused by the gross negligence or willful misconduct of S I Mechanical, LLC.

The entire liability of S I Mechanical, LLC and client's exclusive remedy for damages from any cause in connection with the work, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Agreement fee of the current year.

5. This contract constitutes the entire agreement and is not assignable by either party. This Agreement may be modified or amended only by written agreement of both parties. S I Mechanical, LLC is inclusive of it's affiliated companies.

6. S I Mechanical, LLC and it's affiliated companies shall not be responsible to customer or anyone else for the system design or its performance in maintaining design conditions.

7. The Heating, Ventilation, and Air-Conditioning equipment and systems installed, repaired or serviced as a part of this agreement may, under certain conditions, become conducive to or incidentally support microbiological growth. S I Mechanical, LLC makes no claim nor warrants its work to protect against, eliminate or inhibit any type of microbiological growth, including but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas adjacent to or in proximity of such systems and equipment.

8. Customer agrees to indemnify, defend, and hold harmless, S I Mechanical, LLC, its officers, directors, agents, assigns, successors and employees from any against any and all claims of damages or injury, of any kind or nature whatsoever, including claims of property damage or personal injury, due to any such microbiological growth in or emanating from any of the customer's HVAC equipment or HVAC systems.

9. Some projects require the use of heavy commercial hoisting or rigging equipment. While all precautions will be exercised to protect the customer's property. S I Mechanical, LLC will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, excluding negligence or accidents.

10. Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00am to 4:30 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, the customer agrees to pay the difference between the regular and overtime charge.

11. If S I Mechanical, LLC encounters asbestos or polychlorinated biphenyl (PCB) on the site, S I Mechanical, LLC will stop work and report the evidence of such to the customer. S I Mechanical, LLC will not resume work in the affected area until the asbestos or PCB has been removed or determined harmless by a qualified laboratory.

12. S I Mechanical, LLC shall comply with it's affirmative action, environmental and safety policies as mandated by the government.

13. SI Mechancal, LLC will make every effort to locate and avoid building utilities. It shall be the responsibility of the Customer to provide reference drawings and locate all hidden utilities in and around the work site. SI Mechanical relies on this information to execute the work. Damages to unmarked and unforeseen building utilities is the responsibility of the Customer.

14. SI Mechanical, LLC does not accept consequential damages or liquidated damages unless agreed to in writing.

Quote



**MOST DEPENDABLE
FOUNTAINS, INC.**
5705 Commander Dr. Arlington, TN 38002

Quote QTE62399

Date 4/13/2022

Page 1/1

Quoted by:

(901) 867-0039

Bill To: HAYS COUNTY PARKS DEPT
BROOKE LEFTWICH
TX 78676

Ship To: HAYS COUNTY PARKS DEPT
HAYS COUNTY PARKS
BROOKE LEFTWICH
TX 78676

Purchase Order No.	Customer ID		Shipping Method	Payment Terms	Req Ship Date	Master No.
	512-787-7340		OLD DOMINION	NET 30	0/0/0000	124,251
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	10485 WMSS	10485 WMSS BOTTLE FILLER W/ CARRIER PLATE BLUE	EA	\$0.00000	\$3,880.00000	\$3,880.00

CURRENTLY PRODUCTION IS RUNNING UP TO 2-3 WEEKS.
QUOTED BY HAYDEN

Subtotal \$3,880.00

Freight \$475.00

Tax \$0.00

Total \$4,355.00

ONE YEAR WARRANTY. LABOR NOT INCLUDED
PRICES SUBJECT TO CHANGE WITHOUT NOTICE
CALIFORNIA SALES TAX IS SUBJECT TO CHANGE BASED ON SHIP TO ZIP CODE



10485 WMSS

Outdoor Bottle Fillers and Bottle Filling Stations are perfect for complexes, camps, schools and universities. Made in the U.S.

AVAILABLE COLORS

REQUEST A QUOTE (U.S.)

REQUEST A QUOTE (CANADA)

All other countries, email info@mostdependable.com for quote.



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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Connected Nation, Inc. to perform broadband field validation services in Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 26, 2022	\$21,000

LINE ITEM NUMBER

121-752-00.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
T. Crumley	SHELL	SMITH

SUMMARY

Connect Nation, Inc. is currently performing a Broadband Assessment Survey throughout Hays County. This additional field validation will be performed to confirm the accuracy of a provider's service boundaries, operating parameters and delivery platforms. The results from this validation will be included in the final report from Connected Nation, Inc.

Funding for broadband field validation was set aside by the Commissioners Court on December 7, 2021. The PSA and Scope are attached.

Attachments
Hays County_CN PSA

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the “County”) with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and Connected Nation, Inc. (hereinafter “Contractor”), whose primary place of business is located at 191 West Professional Park Court, Suite B, Bowling Green, Kentucky 42104, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the 12 day of April, 2022 (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

1. OVERVIEW

Connected Nation will conduct a targeted broadband access field validation. The broadband field validation is performed to confirm the accuracy of a provider’s service boundaries, operating parameters and delivery platforms. This is fundamentally an affirmation exercise, based largely on visual observations, but also includes field testing.

2. SERVICES

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

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit “C”, attached hereto.

4. DURATION

The parties agree that the Work shall be completed 7/21/22. (hereinafter the “Completion Date”). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

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

(\$21,000 USD) for the Work under this Agreement.

6. PAYMENT

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

7. NOTICE OF COMPLETION

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

8. NOTICE (GENERAL)

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

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

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

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement.

10. MUTUAL INDEMNITY

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

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless

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

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

11. COMPLIANCE WITH LAWS

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

12. SURVIVAL

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

13. FORCE MAJEURE

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

14. SEVERABILITY

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

15. MULTIPLE COUNTERPARTS

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

16. SECTION HEADINGS, EXHIBITS

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

17. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this

Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE

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

19. ASSIGNMENT

Neither party to this Agreement may assign 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.

20. BINDING EFFECT

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

21. ENTIRE AGREEMENT; AMENDMENT

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

22. WORK PRODUCT

Any and all Work Product, herein defined as final deliverables created by Contractor for the County pursuant to this Agreement, shall be the property of Hays County. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY

This Agreement may be terminated by either party, for any reason whatsoever, by providing thirty (30) days written notice to the other party. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

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

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

Hays County, Texas

By: Ruben Becerra
Hays County Judge

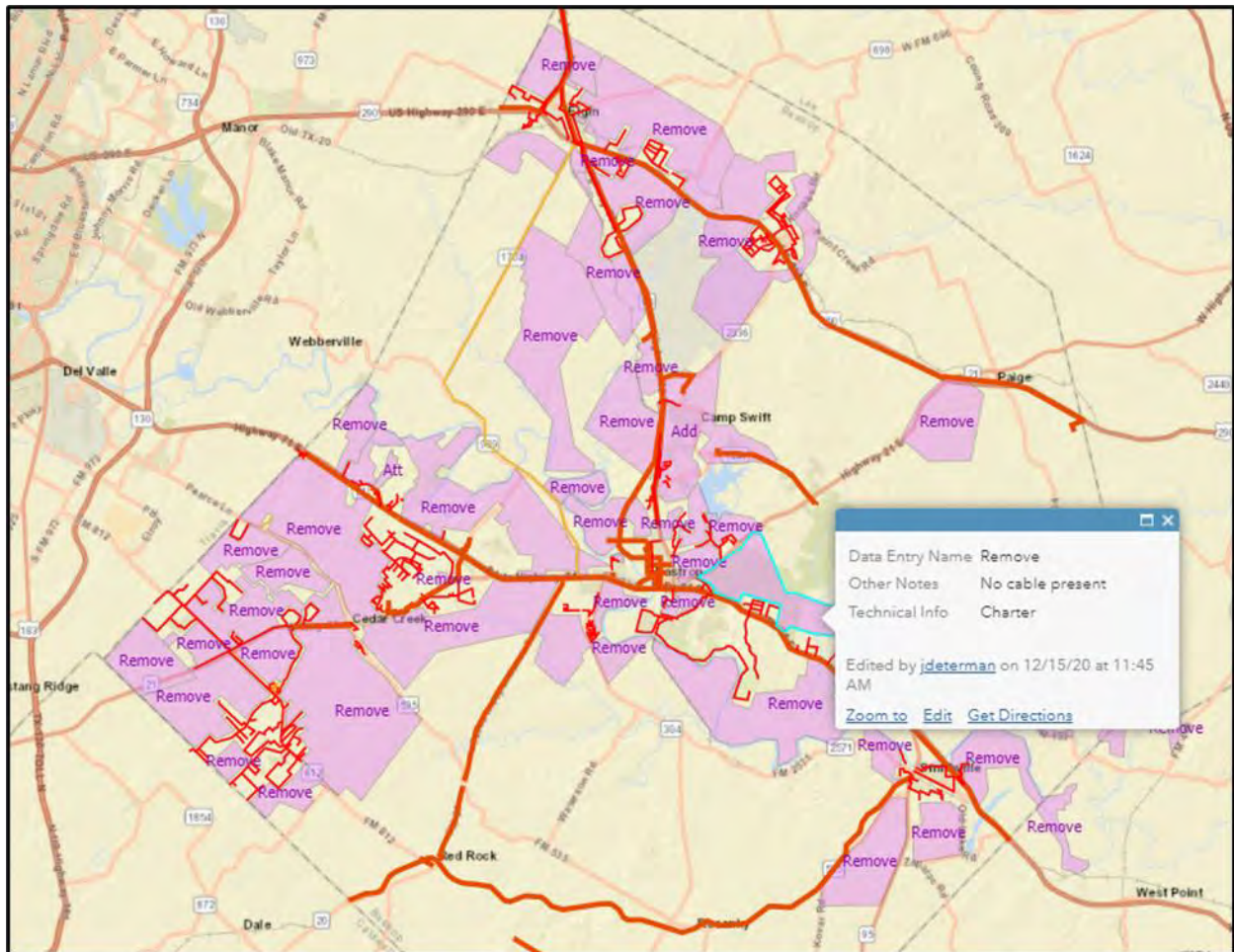
By: _____

EXHIBIT A-1

Scope of Work

Connected Nation (CN) will conduct a targeted broadband access field validation. The field validation will be performed to confirm the accuracy of provider service boundaries, operating parameters, and delivery platforms of providers identified by CN. The field validation work will fundamentally be an affirmation exercise, based largely on visual observations, but also includes field testing. For example, broadband service providers may submit census block level data leading to the overstatement of service coverage within the census block; the verification/validation activities would therefore focus on identifying overstated areas within the census block, while confirming the existence of infrastructure as reported by the provider.

CN's Engineering & Technical Services (ETS) staff will utilize a variety of resources for validation support, including provider coverage maps, FCC databases, local feedback on the broadband maps, community survey results, and voluntary provider data submissions. Field validation will include confirming the existence of wireline and fixed wireless platform types and involve CN ETS staff driving approximately 100 miles per day to validate the targeted areas. Areas to be validated will be identified by the CN ETS team, usually focused on areas with a high probability of overstatement and agreed upon by County leadership team.



Interactive Map Example: Infrastructure "end points" are mapped to determine the census block overstatement.

Deliverables: CN will document findings in a field report and aggregate the validated data findings in an interactive map.

EXHIBIT B

Fee Schedule

CN presents the broadband field validation activities noted in the scope of work above as a fixed fee engagement of \$21,000 for a week of field validation work. All expenses have been accounted for and include, but are not limited to mileage, hotel, office supplies, software licensing, and necessary field-testing equipment. Travel will be dependent upon and adhere to any national or state travel restrictions or guidance. An invoice will be submitted upon completion of the field validation and delivery of the field report. Payments will be due within 30 days of the invoice date (net 30).

-- EXHIBIT "C" --

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

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

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 Release for Use of Location agreement between Hays County and Proof Advertising, LLC regarding permission to film at Jacob's Well Natural Area, Wimberley, Pct 3.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 26, 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

N/A

SUMMARY

Attachment: Release for Use of Location Agreement

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 26, 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

This is a continuation of the discussion by the Court from February 15 & April 12, 2022.

Attachment: SART Resolution



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);

- Melissa Rodriguez, a Chief Administrator of a sexual assault program that provides services for the County;
- Wes Mau, a prosecutor with jurisdiction over adult sexual assault cases in the County;
- The Hays County Sheriff's designee – Beatrice Moreno;
- Stan Standridge, Chief of the largest municipal law enforcement agency, or his designee;
- Noella Hill, 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
- Maggie Avalos and Jennifer Abshire-Wicker, a mental or behavioral health provider within the County, or if they do not exist a representative from the public health department; and

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, which shall be considered by the Hays County Commissioners Court;
- 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.

ADOPTED THIS THE 26th DAY OF APRIL, 2022, AS EVIDENCED BY THE DULY AUTHORIZED SIGNATURES BELOW.

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 authorize the County Judge to execute an Agreement for Adult and Juvenile Health Care Services with Wellpath, LLC pursuant to RFP 2021-P04 Medical Services for the Jail and Juvenile Detention Facilities and amend the budget accordingly.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 26, 2022

AMOUNT REQUIRED

FY22 \$142,563.75 - Juvenile Center
FY22 \$1,293,365.85 - Jail Facility

LINE ITEM NUMBER

001-618-03.5801
070-685-00.5801

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Gary Cutler & Brett Littlejohn

SPONSOR

INGALSBE

CO-SPONSOR

SHELL

SUMMARY

On January 18, 2022, the Commissioners Court awarded RFP 2021-P04 Medical Services - Jail and Juvenile Detention Center to Wellpath, LLC. to provide health care service to the adult inmates and juvenile detainees and authorized contract negotiations. The attached agreement will address the

Attachment: Wellpath Agreement for Adult and Juvenile Health Care Services

Budget Amendments:

Jail Facility:

Decrease Staff Salaries (\$195,317)

Increase Health Care Svcs \$195,317

Juvenile Facility:

Decrease Staff Salaries (\$27,144)

Increase Health Care Svcs \$27,144

The FY 2023 staffing matrix will increase for the Jail Facility to add an additional 46 hours per week. The increase in overall hours will add and adjust position hours to properly manage the increase in inmate population. The Juvenile Facility staffing matrix will remain the same. The annualized impact for Fiscal Year 2023 for each facility will be as follows:

Jail Facility: \$3,312,773

Juvenile Facility: \$342,153

This represents a 4.3% increase for the Juvenile Facility and a 27.3% increase for the Jail Facility that will need to be included in the FY 2023 budget. Future contract renewals may include a 3% CPI increase as outlined in Article IX.

AGREEMENT FOR ADULT AND JUVENILE HEALTH CARE SERVICES

For Hays County, Texas

Effective May 1, 2022

This Agreement for Adult and Juvenile Health Care Services (hereinafter, the “Agreement”) is entered into by and between the County of Hays, a political subdivision of the State of Texas, acting by and through its duly elected Hays County Commissioners Court, (hereinafter, the “County”) and Wellpath LLC, a Delaware Limited Liability Company (hereinafter, “Wellpath”). The County and Wellpath may individually be referred to as “a Party” and may be collectively referred to as “the Parties to this Agreement” or “the Parties.”

WITNESSETH

WHEREAS, the County is charged by law with the responsibility for administering, managing, and supervising the health care needs for adult inmates of the Hays County Jail located at 1307 Uhland Road, San Marcos, Texas 78666 (hereinafter “Jail”) and juvenile detainees of the Hays County Juvenile Detention Center located at 2250 Clovis R Barker Road, San Marcos, Texas 78666 (hereinafter “JDC”);

WHEREAS, the County desires to provide healthcare and related services to Jail inmates and JDC detainees in accordance with applicable law;

WHEREAS, providing healthcare includes, but is not limited to, identifying healthcare, mental health, and dental needs and scheduling appropriate treatment, as well as coordinating emergency and nonemergency on-site and off-site medical services;

WHEREAS, the County, which provides funding for the Jail and the JDC, desires to enter into this Agreement with Wellpath to fulfill its healthcare-related objectives;

WHEREAS, Wellpath is in the business of providing healthcare services in a correctional setting under contract and desires to provide such services for the County to benefit the Jail and the JDC under the express terms and conditions contained herein; and

WHEREAS, the Parties now wish to supersede all prior agreements and amendments relating to these matters and set forth Wellpath’s services for both the Jail inmates and the JDC detainees in this single Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the Parties hereto agree as follows:

ARTICLE I

HEALTHCARE SERVICES FOR ADULT INMATES (HAYS COUNTY JAIL) AND JUVENILE DETAINEES (HAYS COUNTY JUVENILE DETENTION CENTER)

1. SCOPE OF SERVICES. Wellpath shall administer healthcare, mental health, and administrative services at the Jail and the JDC according to the terms and provisions of this Agreement. Wellpath staff are responsible for identifying inmate and detainee healthcare, mental health, and dental needs, scheduling appropriate treatment, and coordinating emergency and nonemergency on-site and off-site services. Such services shall be provided in compliance with all applicable Federal, State, and local laws, rules, regulations, and orders. All services shall be in accordance, or exceed, the standards established by the Texas Commission on Jail Standards (TCJS) for Jail inmates, the National Commission on Correctional Health Care (NCCHC), and the American Correctional Association (ACA), the Texas Juvenile Justice Department, and the Texas Administrative Code.
2. INTAKE SCREENING. Wellpath shall screen arrestees and detainees upon booking at the Jail or the JDC for emergent or urgent health needs. Wellpath shall perform the screenings as soon as possible upon booking and within a reasonable time period, but for individuals arriving to the JDC shall not exceed two (2) hours after the individual arrives (when staff is on-site at the JDC). Such screenings shall focus on identifying, referring, or treating individuals with acute and chronic healthcare conditions, behavioral health disorders, suicide risk, withdrawal risk, and dental (if a Jail inmate) issues. The individual's need for medication, isolation, or close observation shall also be assessed.
3. HEALTH APPRAISAL/ASSESSMENT. In accordance with NCCHC standards, Wellpath shall conduct a comprehensive health assessment, including a complete medical history and physical examination, for inmates and detainees within fourteen (14) days of admission to the Jail or within seven (7) days of admission to the JDC. Such appraisal is completed in an effort to identify medical needs or conditions not known to the inmate or detainee or not disclosed by the inmate or detainee during intake. Such assessment shall become part of the inmate's or detainee's medical record. Juvenile detainees shall also receive periodic assessments, as determined by Wellpath, in accordance with NCCHC standards.
4. SICK CALLS. Wellpath shall utilize its sick call program to adequately and expeditiously care for inmates or detainees with onset of acute or semi-chronic symptoms, not requiring emergency care. All inmates or detainees shall be seen by Wellpath in accordance with all TCJS (for Jail inmates), NCCHC, and ACA standards. Wellpath's intake staff shall advise inmates and detainees of their right to utilize the sick call program both verbally and in writing. In addition, Jail staff and JDC staff shall also have the ability to refer inmates or detainees if they have concerns for their health. All medical complaints shall be recorded.
 - a. Such sick call services shall take place in a clinical setting unless custody status or physical condition requires sick call services at the inmate's or detainee's confinement cell.
 - b. Wellpath shall ensure that inmates and detainees have access to routine and emergency care regardless of their housing location, custody level, or classification status.

- c. Sick call services shall be provided by Wellpath seven (7) days a week.
- d. Wellpath shall prioritize sick call services according to the severity of circumstances surrounding each sick call request (i.e. emergent, urgent, or routine).

5. EMERGENCY SERVICES. Wellpath shall provide emergency medical services twenty-four (24) hours a day for the Jail and sixteen (16) hours per day for the JDC. Wellpath shall immediately report to the area of the emergency with necessary equipment and supplies. In the event an inmate or detainee requires transportation off-site, Wellpath shall stabilize the inmate or detainee on-site, then coordinate with the Jail staff or JDC staff and emergency transport for transfer.

- a. Staff and Visitor Emergency Services. Wellpath shall also provide emergency medical treatment and first aid to stabilize staff, visitors, employees, or subcontractors who become ill or injured and require emergency care on-site. Wellpath shall also direct the individual to a personal physician or local hospital.
- b. Emergency Equipment. Wellpath shall maintain adequate emergency equipment and mass disaster supplies on-site for needs encompassing the entire Jail facility and JDC facility. Emergency response bags shall be checked, daily. Such emergency response bags shall contain Narcan for known or suspected opioid overdose.
- c. Costs of Ambulance Service. Wellpath shall not be responsible for the cost of any necessary ambulance services. In the event that ambulance service is required for any reason, the County shall bear the costs.

6. HOSPITAL CARE. Wellpath shall authorize, schedule, and coordinate inpatient services when an inmate or detainee requires hospitalization. Wellpath shall utilize Ascension Seton Hays Hospital and Christus Santa Rosa when an acute care setting is required.

- a. If necessary, Wellpath shall be responsible for making arrangements for ambulance services.
- b. The costs of off-site medical services exceeding the scope of the initial emergent episode are not covered by Wellpath.
- c. Wellpath shall continue to oversee off-site inpatient care through daily contact with the hospital. Such oversight ensures adequate transition of care when the inmate or detainee is released from the hospital and returns to the Jail or the JDC.

7. TELEHEALTH. Wellpath shall utilize, when appropriate, telehealth services through videoconferencing to deliver real-time emergent care, scheduled care, care management, consultations, and specialty chronic care through a secure platform. Such telehealth services of additional medical personnel shall be utilized by on-site Wellpath staff for additional quality care, inmate or detainee and staff safety, and health education. Telehealth procedures shall enhance the ability to ensure inmate and detainee access to a health professional is provided twenty-four (24) hours a day.

8. SPECIALTY SERVICES. Specialty services shall include those services that require medical personnel be licensed in a specialty such as obstetrics, gynecology, dermatology, or other specialized field of medicine. If an inmate or detainee requires specialty services that are not

available on-site, Wellpath shall authorize, schedule, and coordinate the provision of services with local providers. The County shall bear the cost of such off-site services.

- a. On-Site Specialty Services. Wellpath shall provide as many on-site specialty services as possible to reduce the number of inmates and detainees requiring off-site transport, while ensuring that patients receive medically necessary healthcare services in the most appropriate setting. The County shall bear the cost of such on-site specialty services.
- b. Off-Site Specialty Services. Wellpath shall arrange with local providers and hospitals to treat inmates and detainees with healthcare needs beyond the scope of care able to be provided at the Jail or the JDC. Wellpath shall authorize, schedule, and coordinate off-site services, such as outpatient surgery, diagnostic testing (e.g., MRI, CT scan, etc.), and ER ambulance services.
 - i. Wellpath shall coordinate transportation and security services with the Jail staff the JDC staff for all off-site services, to include advanced notice of any off-site services.
 - ii. Due to security and safety concerns, inmates and detainees shall not be informed of scheduled appointment dates, times, or the location of any off-site services.
 - iii. All information and documentation related to off-site services shall become part of the inmate's or detainee's medical file.

9. ANCILLARY SERVICES (Jail inmates only). Wellpath will not routinely participate in the collection of forensic information. Wellpath will not conduct body cavity searches for contraband or perform psychological evaluations. Wellpath will, however, provide the following ancillary services:

- a. Diagnostic Services. Wellpath shall perform routine laboratory and x-ray procedures on-site when possible. Such diagnostic services are further detailed in Section 19 below.
- b. Blood Samples. Wellpath shall participate in the collection of forensic information when:
 - i. Complying with State laws that require blood samples from inmates or detainees, provided the inmate or detainee consents and Wellpath is not involved in any punitive action taken as a result of nonparticipation in the collection process.
 - ii. Conducting blood or urine testing for alcohol or other drugs for medical purposes by a physician's order.
 - iii. Conducting inmate-specific, court-ordered laboratory tests, examinations, or radiology procedures with the inmate's consent.
- c. Blood Draws. Wellpath, through its healthcare personnel, shall perform blood draws pursuant to a court-ordered search warrant, or if patient consent is obtained. If Wellpath personnel draw blood or collect any physical evidence, the County shall be responsible for arranging any testing and shall bear the cost of collection and testing the collected evidence, as well as any associated staffing costs for Wellpath personnel to provide court-related testimony. Upon collecting evidence, Wellpath personnel shall turn the specimen over to the Sheriff or a court-designated representative for the completion of chain-of-custody evidence.

- d. Court-Ordered Staff Testimony. Wellpath shall be responsible for all costs incurred for court-ordered staff testimony up to Ten Thousand Dollars (\$10,000.00). In the event Wellpath personnel are called to testify regarding a blood draw, and Wellpath is required to pay the personnel at an overtime rate, the County shall pay one point five (1.5) times the normal hourly rate for time spent attributed to such testimony and not attributed to Wellpath's personnel regular work duties. Thereafter, Wellpath shall submit invoices for payments due for expenses incurred.

10. DENTAL CARE (Jail inmates only). Wellpath shall provide dental care to inmates at the Jail following NCHC and ACA standards. Wellpath shall provide dental care services on-site to the extent possible.

- a. Oral Screening. Wellpath shall conduct an initial oral screening at intake to identify complaints needing a referral. A more in-depth oral screening takes place during the comprehensive health assessment, referenced in Section 3 of this Article, to identify additional dental needs or required referrals. Unless an emergent need is identified during the oral screening, a licensed dentist shall perform an oral examination within twelve (12) months of the inmate's admission to the Jail.
- b. Dental Treatment. Inmates and detainees may request dental services through the sick call process, reference in Section 4 of this Article. The dentist evaluates the inmate's initial oral screening, assesses the severity of the complaint, and schedules a dental exam based on priority.
- c. Emergency Dental Care. Emergency dental services are available, as needed. In the event of a dental emergency, Wellpath shall refer the inmate or detainee to an off-site emergency or dental provider, if clinically appropriate. Wellpath shall coordinate transportation and security with Jail staff and JDC staff. Wellpath shall evaluate inmates and detainees needing emergency dental care and provide appropriate intervention until the inmate or detainee can be seen by a dental practitioner or transferred for emergency care. Dental needs are categorized as emergent or urgent: Emergent intervention is provided within four (4) hours; urgent intervention is provided within forty-eight (48) hours by a medical practitioner. Emergent and urgent dental needs shall be addressed by a medical practitioner until a dentist is available.
- d. Costs. Wellpath shall bear the costs of all oral screenings for inmates at the Jail; however, the County shall bear the cost of any and all other dental services.

11. PHARMACEUTICALS. Wellpath shall provide pharmaceutical services for the Jail and the JDC in accordance with all applicable laws, guidelines, policies and procedures, and accepted community standards. Wellpath's pharmaceutical services shall include formulary and non-formulary oversight; prescribing, filling, and administering medications; record-keeping; retaining appropriate licensure; Drug Enforcement Agency (DEA) management; and secure and proper storage of all medications.

- a. Costs. Wellpath shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by Wellpath, as well as all psychotropic medications and prescriptions related to the treatment of Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV), Hepatitis

C, organ transplants and neuromuscular disease, and biological medications. Costs under this Section shall be included in the Cap Amount list in Section 21 below.

- b. Pharmacy Vendor and Savings. Wellpath shall utilize a subcontractor with correctional pharmacy experience which maintains all necessary pharmaceutical licenses in accordance with State and Federal regulations. Such utilization shall provide cost-effective and competitive pricing for correctional pharmaceutical services. Any discounts provided to Wellpath shall be passed on to the County.
- c. Delivery Schedule. Wellpath shall provide pharmacy services at the Jail and the JDC seven (7) days a week. All prescription orders shall be documented in the inmate's or detainee's medical record.
- d. Emergency Medications. Emergency medications include, but are not limited to, medications for life-threatening, mental, or serious chronic conditions. Wellpath shall expedite orders for emergency medications and use local pharmacies, if necessary, to supply emergency medications as a backup to Wellpath's subcontractor.
- e. Formulary Management. Wellpath shall utilize a customized formulary for the Jail and the JDC to optimize efficacy and total cost of care. Wellpath shall regularly review such formulary for any necessary updates including, but not limited to, release of new medications, new safety concerns, or the availability of generic products.
 - i. Formulary Exceptions. Wellpath staff shall ask arrestees and detainees whether they were undergoing medical, dental, or mental health treatment before arrest or detention and attempt to obtain a Release of Information (ROI) from the arrestee or detainee. In such event, Wellpath shall try to obtain the names of the arrestee's or detainee's medical provider and shall contact the providers regarding current treatment and verify any prescribed medications to facilitate continuity of care. Wellpath shall bridge non-formulary medications for up to thirty (30) days to prevent a break in care and allow the clinician time to review the necessity of the medication. Wellpath may continue verified medications (formulary or not) throughout the duration of an inmate's or detainee's stay in the Jail if deemed appropriate, unless the inmate or detainee reports side effects, poor response to the regimen, or a different medication is deemed more clinically appropriate.
- f. Non-Formulary Reviews. Wellpath's subcontractor shall review profiles and determine if formulary alternatives may be substituted without compromising inmate care.
- g. Generics and Off-Label Use. Wellpath shall prescribe a generic medication whenever possible. Wellpath will not generally dispense any medication (prescription or over-the counter) for any off-label use.
- h. Storage. Wellpath shall store medications and pharmaceutical supplies in a secure, locked area approved by Jail and JDC administration. Such medication room and all cabinets shall remain locked at all times when Wellpath staff is not present.

- i. Medication Administration. Wellpath shall provide written systems and processes for the delivery and administration of medications based on the Jail's and JDC's layout and internal procedures. Medication passes shall be tailored for timeliness and accuracy, including coordination with Jail and JDC staff and mealtimes. Only appropriately licensed and/or certified Wellpath personnel shall administer medications. Medication passes shall occur three (3) times per day in general population, and more frequently as needed for inmates or detainees in medical housing or observation. All medication administration and missed/refused doses shall be documented in an inmate-specific or detainee-specific medication administration record and shall become part of the inmate's or detainee's medical record.
12. MEDICAL WASTE. Wellpath shall provide, in compliance with all laws and regulations, for the appropriate management and disposal of contaminated medical waste and other material used in the treatment of inmates at the Jail or detainees at the JDC. A Wellpath subcontractor shall provide these services within the Jail and the JDC. The cost of such services shall be borne by the County.
13. EQUIPMENT AND SUPPLIES. Wellpath shall be responsible for all medical and dental supplies needed or required to operate the County healthcare program in accordance with this Agreement.
14. MEDICAL RECORDS. Wellpath shall maintain up-to-date medical records consistent with NCCHC and ACA standards, Jail and JDC policies and procedures, community standards of practice, and Federal, State, and local laws, rules, and regulations. Wellpath staff is responsible for entering inmate or detainee information in the individual inmate's or detainee's medical record. Following the intake screening, Wellpath shall initiate a comprehensive medical record that becomes a single source of medical, dental, and mental health information for the inmate or detainee. Each record shall provide an accurate account of the inmate's or detainee's health status from admission to discharge, including on-site and off-site care.
 - a. Confidentiality and Access to Medical Records. Wellpath shall adhere to all laws regarding the confidentiality of medical information, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) amendment to HIPAA. Each inmate's or detainee's medical record shall be kept separate from the confinement record. Jail administration and JDC administration shall have access to the inmate's or detainee's medical record for needs such as inmate or detainee security rating, housing assignment, assignment suitability, criminal and civil litigation, assisting and assessing quality of care and/or resolving inmate or detainee complaints, etc. Jail administration and JDC administration may provide access to the Hays County Office of General Counsel (or outside counsel) and the Hays County Criminal District Attorney's Office in relation to the aforementioned issues. Wellpath shall prepare medical records to accompany inmates or detainees traveling off-site to an appointment or emergency room, or when transferring the inmate or detainee to another detention facility. Wellpath serves as the custodian of

record for medical records, but the County maintains ownership of the medical records.

15. SEPARATION ROUNDS. Wellpath shall perform rounds on inmates and detainees who are separated from the general population to determine the individual's health status and to ensure access to healthcare services, a minimum of three (3) times per week. A record of the separated rounds shall be maintained, and clinical encounters shall be noted in the individual's medical file.

16. WOMEN'S HEALTH CARE. The Wellpath female health program shall include, but not be limited to: determining menstrual and gynecological issues at intake, determining pregnancy status by history and/or pregnancy testing as appropriate, identifying capabilities for pregnant and non-pregnant female inmates and detainees (medical clearance for work as appropriate), pap smear testing as appropriate, breast cancer screening as appropriate, health education on issues specific to the female Jail or JDC population, providing contraceptive counseling and/or medication as medically necessary, access to obstetrical and gynecological specialists, etc.

- a. Prenatal Care. Wellpath shall ensure that pregnant inmates or detainees receive adequate prenatal care, effective education, and discharge planning that emphasizes continued care upon release. Pregnant inmates and detainees shall be seen according to American Congress of Obstetricians and Gynecologists (ACOG) guidelines. Wellpath shall provide pregnant inmates and detainees with timely and appropriate prenatal care, specialized obstetrical services, and postpartum care if necessary. Wellpath shall serve as the inmate's or detainee's primary provider, coordinating care with an obstetrical specialist, as appropriate. When a pregnant inmate or detainee requires the services of an off-site obstetrical provider, Wellpath shall coordinate with Jail staff or JDC staff for transport to off-site scheduled appointments.
- b. Postpartum Care. For a period of twelve (12) weeks post-childbirth, Wellpath shall provide appropriate postpartum care to include medical observation, accommodation for lactation, and a mental health evaluation to evaluate the inmate's or detainee's emotional status.
- c. Costs Regarding Pregnancy. Wellpath shall bear the costs of on-site health care services for pregnant inmates or detainees, but Wellpath shall not bear the costs of any health care services for infants. To the extent off-site health care services are required for any pregnant inmate or detainee, Wellpath shall make the appropriate arrangements for rendering such care, but the costs of such off-site services shall be borne by the County.

17. SPECIAL MEDICAL PROGRAMS—CHRONIC CARE. Wellpath shall identify, refer, and treat inmates and detainees with special needs, including chronic conditions and communicable diseases. Wellpath shall consider inmates and detainees with long-term healthcare needs related to chronic conditions or acute medical and/or mental health issues to be special needs inmates or detainees. This shall include inmates and detainees who are mentally ill, developmentally disabled, and/or at high risk for clinical decompensation.

- a. Special Needs Screening. Wellpath shall perform a special needs screening during the intake screening process and again during the comprehensive health

appraisal/assessment. Results shall be documented in the inmate's or detainee's medical record.

- b. Individualized Treatment Plans. Wellpath shall develop a written, individualized treatment plan based on medical history and physical examination findings for inmates and detainees with special medical conditions. Inmates and detainees with a mental health special need condition are seen by a mental health clinician who performs an initial mental health special needs assessment and develops an individualized treatment plan.
- c. Chronic Care. Wellpath shall provide a complete chronic disease management program at the Jail and the JDC, designed to reduce the frequency and severity of symptoms, prevent disease progression and complication, and foster improved function, that meets NCCHC standards

18. SEXUAL ASSAULT/PRISON RAPE ELIMINATION ACT (PREA). Wellpath medical and mental health care shall comply with Federal and State laws, including PREA. Wellpath shall maintain a zero-tolerance policy regarding rape or sexual abuse of inmates or detainees. Any allegations of such acts shall require prompt and appropriate medical and mental health intervention.

19. DIAGNOSTIC SERVICES. Wellpath shall authorize, schedule, and coordinate necessary diagnostic services, including phlebotomy, x-ray, EKG, and ultrasound services. Wellpath shall provide follow-up care for health issues identified by any health screenings or diagnostic tests. Wellpath shall provide and conduct diagnostic services on-site whenever reasonably possible. Wellpath shall provide the necessary staff and supplies for on-site care and treatment of inmates and detainees, including, medical, radiology, laboratory, dental, and other supplies. Through use of its subcontractor, Wellpath shall provide for timely pickup and delivery of labs and accurate lab reports in a timely manner. Wellpath shall utilize a lab formulary to manage laboratory costs and shall pass on any discounted pricing to the County. Wellpath shall also utilize a subcontractor for on-site radiology and maintain a routine for on-site radiology services.

20. INFECTIOUS DISEASE. Wellpath shall maintain a written infection control policy, including recommendations with the Centers for Disease Control (CDC), which ensures a safe and healthy environment for inmates, detainees, staff, and visitors at the Jail and the JDC. Such policy shall include infection control policies, procedures, and guidelines for the identification, prevention, diagnosis, and treatment of such diseases.

21. FINANCIAL LIMITATIONS. Wellpath's maximum liability for costs associated with the provision of off-site medical services, pharmacy services, or other healthcare services which include, but are not limited to, ambulance services, and hospitalizations shall be Four Hundred Fifty Thousand USD \$450,000.00 in the aggregate per Contract Year, to be pro-rated for any partial Contract Years (the "Cap Amount"). Costs for any medical or other health services, as set forth in this Agreement, which are provided to inmates and detainees during the Contract Year which are in excess of the Cap Amount shall be the responsibility of the County. When the Cap Amount for the Contract Year is reached, Wellpath shall continue to provide all services, extend all Wellpath discounts to the County and pay these expenses on behalf of the County, as long as the County remains current with payments due under this Agreement. Amounts paid by Wellpath

which are over the Cap Amount shall be periodically reconciled with the County pursuant to Article VIII, Section 2.

- a. Contract Year. Contract Year shall mean the twelve-month period beginning with October 1st of any year following the effective date of the Agreement.

ARTICLE II

MENTAL HEALTH SERVICES FOR ADULT INMATES (HAYS COUNTY JAIL) AND JUVENILE DETAINEES (HAYS COUNTY JUVENILE DETENTION CENTER)

1. SCOPE OF MENTAL HEALTH SERVICES. Wellpath's mental health program shall emphasize identification, referral, and treatment of mental health concerns of inmates and detainees, including inmate and detainee assessment and evaluation, suicide prevention, special needs program enrollment, placement in identified mental health units, and substance use treatment services.
2. MENTAL HEALTH SCREENING AND EVALUATION. As inmates enter the Jail and as detainees enter the JDC, Wellpath shall conduct receiving screening to determine the inmate or detainee's risk of suicide, history of or current use of psychotropic medication use, history of psychiatric hospitalization, history of outpatient mental health treatment, and current mental status. Individuals who screen positive for mental health concerns shall be referred to a qualified mental health professional. All mental health screening and assessments shall comply with NCCHC standards. If ongoing evaluation and treatment are required, Wellpath shall establish a treatment plan, schedule appropriate sessions, and make any appropriate referrals to medical and/or psychiatric providers. Wellpath shall also complete a Suicide Watch Initial Assessment and start a suicide watch for any inmates or detainees at high risk for self-harm.
 - a. Wellpath shall provide an on-call health care professional twenty-four (24) hours a day in the event of emergency situations.
3. MENTAL HEALTH CARE REQUESTS. Jail inmates and JDC detainees shall be able to request mental health care from Wellpath at any time. Such requests shall be reviewed daily by Wellpath staff. Requests shall be triaged, and services provided that meet NCCHC standards.
4. TREATMENT PLANNING. Treatment planning shall address each inmate's or detainee's needs throughout their stay in the Jail or the JDC. Treatment plans shall include the care to be provided, the roles of members of the treatment team, and discharge planning.
5. IDENTIFICATION OF RISK. Wellpath shall urgently refer, for immediate evaluation, individuals appearing to be in crisis or having suicidal ideations to mental health staff. Mental health staff shall complete a mental status exam, assess the inmate or detainee's risk level, and take necessary action. Such action may include constant observation, continuous watch, or staggered watch. Jail and detainee individuals on suicide watch shall be monitored daily by Wellpath and treatment plans shall be developed by Wellpath for such individuals.
6. 16.22 EVALUATIONS (Jail inmates only). Wellpath shall conduct a 16.22 evaluation of an inmate, in compliance with Article 16.22 of the Texas Code of Criminal Procedure, if a

magistrate determines there is reasonable cause to believe that an inmate has a mental illness or intellectual disability. Wellpath shall properly interview the inmate and provide to the magistrate a written report of the interview and other information collected on the form approved by the Texas Correctional Office on Offenders with Medical or Mental Impairments under Section 614.0032 of the Texas Health and Safety Code, within the appropriate timelines required by Article 16.22 of the Texas Code of Criminal Procedure. Such interview may be conducted in person in the Jail, by telephone, or through telehealth services. The written report shall include the expert's observations and findings pertaining to whether the inmate has a mental illness or intellectual disability, whether there is clinical evidence to support a finding that the inmate may be incompetent to stand trial, and any appropriate or recommended treatment or service.

7. **COSTS OF MENTAL HEALTH CARE.** Wellpath shall bear the costs of on-site mental health services which shall include evaluations, referrals, crisis management, suicide intervention, individual therapy, basic community linkage, and continuity of care. Wellpath shall not be responsible for the cost of any off-site or inpatient mental health services. Such costs shall be borne by the County.

ARTICLE III

PERSONS COVERED BY THIS AGREEMENT

1. **GENERAL.** Except as otherwise provided in this Agreement, Wellpath shall only be required to arrange for healthcare services and mental health services under this Agreement to the following:

- a. An inmate held under the jurisdiction of the County and housed in the Hays County Jail.
- b. An inmate held under the jurisdiction of the County but housed in another jurisdiction's correctional facility, if Wellpath also administers healthcare services at the other jurisdiction's facility.
- c. An inmate under the jurisdiction of another County, State, or Federal agency who is being housed in the Hays County Jail.
- d. A juvenile detainee held under the jurisdiction of the County and housed in the Hays County Juvenile Detention Center.
- e. A juvenile detainee under the jurisdiction of another County, State, or Federal agency who is being housed in the Hays County Juvenile Detention Center.

2. **EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS.** Wellpath shall arrange for on-site first response emergency medical care as required for Jail and JDC employees, contractors and visitors to the Jail and the JDC. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.

3. **RELEASE FROM CUSTODY.** The County acknowledges and agrees that Wellpath is responsible for the payment of costs associated with services rendered to persons covered under this Agreement, as set forth in this Agreement, only when such persons remain in the custody of, or under the jurisdiction of, the Jail or the JDC. In no event shall Wellpath be responsible for

payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the Jail or the JDC including, but not limited to, releasees, parolees and escapees. Furthermore, in no event shall Wellpath be responsible for payment of costs associated with any medical services rendered to an individual when that individual is injured outside the Jail or JDC facility during transport to or from the Jail or JDC.

ARTICLE IV

PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

1. INMATES OR DETAINEES FROM ANOTHER JURISDICTION HOUSED IN THE JAIL OR JDC. Wellpath shall only be responsible for arranging health assessments, sick call, over-the counter medications, medical supplies and medical waste services for inmates and detainees from another jurisdiction housed in the Jail or the JDC. The cost of all prescription medication and all other health care expenses shall be paid by the agency responsible for such inmates and detainees.
2. COUNTY INMATES OR DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL OR JDC. Wellpath shall not be responsible for arranging the medical care or treatment for inmates or detainees housed in other counties or jurisdictions. The County or Sheriff or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of inmates or detainees removed from the Jail or the JDC, unless the inmate or detainee is housed in a facility where Wellpath provides healthcare services.
3. INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT, AND ESCAPED INMATES OR DETAINEES. Wellpath shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested or detained person prior to incarceration at the Jail or JDC or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested or detained person prior to the person's booking and confinement in the Jail or JDC. In addition, Wellpath shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life-threatening injury or illness or in immediate need of emergency medical care. Wellpath shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee.

ARTICLE V

WELLPATH STAFF

1. STAFFING HOURS. Wellpath shall provide or arrange for the provision of healthcare staff necessary to render the healthcare services contemplated under this Agreement and as set forth in the staffing plan in *Exhibit A* (Jail) and *Exhibit B* (JDC), attached hereto and made a part hereof. Wellpath reserves the right to assign the staff in *Exhibit A* (Jail) and *Exhibit B* (JDC) to

shift coverage as necessary based on operation needs of the Jail and the JDC to provide the healthcare services under this Agreement.

- a. Additional hours may be provided if mutually agreed upon by both Parties in writing, with at least twenty-four (24) hours advance notice.
- b. Wellpath shall provide or arrange for the provision of an on-call Physician Extender [or Health Service Administrator, Physician, etc.] available by telephone or pager twenty-four (24) hours per day and seven (7) days per week.
- c. Wellpath shall make all reasonable efforts to supply the staffing levels contained in this Section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of Wellpath, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.
 - i. While not considered a breach of this Agreement, in the event the Wellpath staffing levels are not filled to capacity at least eighty-five percent (85%) of each invoice period, Wellpath shall credit the County, on a quarterly basis, a salary savings equivalent to the per diem salary calculation for the unfilled shifts.

2. STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased inmate or detainee population, and other unforeseen circumstance, certain increases or decreases in staffing requirements may be waived as agreed to by the County and Wellpath.

3. STAFF SCREENING. The County shall screen Wellpath's proposed healthcare staff, employees, agents, and/or subcontractors providing services at the Jail and the JDC to ensure they do not constitute a security risk. The County shall have the final approval of Wellpath's healthcare staff, employees, agents, and/or subcontractors in regards to security/background clearance.

4. SATISFACTION OF HEALTHCARE STAFF. In recognition of the sensitive nature of correctional facility and detention facility operations, if the County becomes dissatisfied with any member of Wellpath's healthcare staff, the County shall provide Wellpath written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, Wellpath shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the County within ten (10) business days following Wellpath's receipt of the notice, Wellpath shall remove the individual from providing services at the Jail or the JDC within a reasonable time frame considering the effects of such removal on Wellpath's ability to deliver healthcare services and recruitment/hiring of an acceptable replacement. The County reserves the right to revoke the security clearance of any Wellpath healthcare staff at any time.

5. CREDENTIALS AND PRIVILEGING. All Wellpath personnel shall maintain and stay current, at all times, with any and all State licensure, certification, and registration requirements. In addition, all Wellpath medical and mental health providers shall complete the Wellpath credentialing process before starting work. Wellpath shall maintain malpractice insurance, and proof thereof, for all applicable employees. In the event Wellpath sees fit to grant interim privileges, such privileges shall be in accordance with Wellpath's re-credentialing requirements.

ARTICLE VI

ADMINISTRATIVE SERVICES

1. ADMINISTRATIVE SUPPORT SERVICES. Wellpath shall have in place a site-specific policies and procedures manual that meets or exceeds NCCHC and ACA standards. Such manual shall be subject to the County's approval and shall be reviewed and revised, as needed, on an annual basis. Wellpath shall utilize upper-level management positions including, a Health Services Administrator, a Director of Nursing, and a Medical Director to administer healthcare and pharmacy services under the terms of this Agreement. Wellpath shall coordinate monthly administrative meetings with the County and maintain a healthy, professional working relationship with the County.
2. GENERAL REPORTING SERVICES. Wellpath shall provide monthly, statistical reports regarding the operations of the Jail and JDC healthcare program. Also, as requested by the Jail and JDC staff, Wellpath shall provide operational reports as functionally available from the electronic health record system.
3. EDUCATION AND TRAINING. Wellpath shall conduct an ongoing health and mental health education and training program for Jail and JDC employees in accordance with the needs mutually established by the County and Wellpath.

ARTICLE VII

COUNTY'S DUTIES AND OBLIGATIONS

1. COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The County, Jail, Sheriff, JDC Director, and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The County, the Sheriff, and the JDC Director shall implement policies and/or procedures in compliance with such laws.
2. COMPREHENSIVE MEDICAL AND MENTAL HEALTH CARE. Wellpath shall identify to the Sheriff and the JDC Director those members of the Jail population and JDC population with medical or mental health conditions which may be worsened as a result of being incarcerated at the Jail or detained at the JDC or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the Sheriff and the JDC Director shall make every effort to have such an individual released, transferred or otherwise removed from the correctional setting.
3. RECORD ACCESS. During the term of this Agreement, and for a reasonable time following the termination of this Agreement, the Sheriff and the JDC Director shall provide Wellpath, at Wellpath's request, the County, Jail, JDC, JDC Director, and/or Sheriff's records (including medical records) relating to the provision of healthcare services to the Jail and JDC population, including records maintained by hospitals, and other outside healthcare providers

involved in the care or treatment of the Jail or JDC population (to the extent the County, Jail, JDC, JDC Director, or Sheriff has control of, or access to, such records). Wellpath may request such records in connection with the investigation of, or defense of, any claim by a third party related to Wellpath's conduct or to prosecute a claim against a third party. Any such information provided by the Sheriff or JDC Director to Wellpath that the Sheriff or JDC Director considers confidential shall be kept confidential by Wellpath and shall not, except as may be required by law, be distributed to any third party without prior written approval by the Sheriff or JDC Director.

4. USE OF INMATES OR DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. Inmates of the Jail and detainees of the JDC shall not be employed or otherwise engaged or utilized by either Wellpath, the Sheriff, or the JDC Director in rendering any healthcare services to the Jail population or JDC population, provided however, that inmates and detainees may be used in positions not involving the rendering of healthcare services directly to the Jail population or JDC population and not involving access to Jail population or JDC population records in accordance with NCCHC standards.

5. SECURITY OF THE JAIL FACILITY AND WELLPATH. Wellpath and the County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of Wellpath, as well as for the security of the Jail population, JDC population, the JDC staff, and Sheriff's staff, consistent with a correctional setting. The Sheriff and JDC Director shall provide security sufficient to enable Wellpath, its staff, employees, agents and/or subcontractors to safely provide the healthcare services described in this Agreement. Wellpath, its staff, employees, agents and/or subcontractors shall follow all security procedures of the Sheriff or JDC Director while at the Jail, JDC, or other premises under the County's direction or control. However, any Wellpath staff, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this Agreement if such person reasonably feels that the current safety services are insufficient. Wellpath shall not be liable for any loss or damages resulting from Wellpath's staff, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.

6. SHERIFF'S AND JDC DIRECTOR'S POLICIES AND PROCEDURES. Wellpath, its staff, employees, agents and/or subcontractors shall operate within the requirements of the County's and/or Sheriff's and/or JDC Director's posted security policies and procedures, which impact the provision of medical services.

- a. A complete set of said policies and procedures shall be maintained by the County and made available for inspection by Wellpath at the Jail and the JDC, and Wellpath may make a reasonable number of copies of any specific section(s) it wishes using the Sheriff's or JDC Director's photocopy equipment and paper.
- b. Any policy or procedure that may impact the provision of healthcare services to the Jail and JDC population which has not been made available to Wellpath shall not be enforceable against Wellpath unless otherwise agreed upon by both Parties.
- c. Any modification of the posted policies and procedures shall be timely provided to Wellpath. Wellpath, its staff, employees, agents and/or subcontractors shall operate within the requirement of a modified policy or procedure after such modification has been made available to Wellpath.

- d. If any of the County and/or Sheriff's and/or JDC Director's policies and procedures specifically relate to the delivery of medical services, the County and/or Sheriff's and/or JDC Director's representative and Wellpath shall review the County and/or Sheriff's and/or JDC Director's policies and procedures and modify or remove those provisions that conflict with Wellpath's Jail and JDC Health Care Policies and Procedures.
7. DAMAGE TO EQUIPMENT. Wellpath shall not be liable for loss of or damage to equipment and supplies of Wellpath, its agents, employees or subcontractors if such loss or damage was caused by the negligence of the County.
8. SECURE TRANSPORTATION. The Sheriff and JDC Director shall provide security as necessary and appropriate in connection with the transportation of a member of the Jail or JDC population to and from off-site services including, but not limited to, specialty services, hospitalization, pathology and radiology services as requested by Wellpath. Wellpath shall coordinate with the Sheriff's office and the JDC for transportation to and from the off-site services provider or hospital.
9. OFFICE EQUIPMENT AND SUPPLIES. The Sheriff and JDC Director shall provide use of County-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the Jail and JDC health care facilities unless otherwise stated. At the termination of this Agreement, Wellpath shall return to the County possession and control of all County-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.
10. NON-MEDICAL CARE OF JAIL AND JDC POPULATION. It is understood that the Sheriff and JDC Director shall provide for all the non-medical personal needs and services of the Jail and JDC population as required by law. Wellpath shall not be responsible for providing, or liable for failing to provide, non-medical services to the Jail and JDC population including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
11. JAIL AND JDC POPULATION INFORMATION. In order to assist Wellpath in providing the best possible health care services to inmates and detainees, the Sheriff and JDC Director shall provide, as needed, information pertaining to the inmates and detainees that Wellpath, the Sheriff, and the JDC Director mutually identify as reasonable and necessary for Wellpath to adequately perform its obligations under this Agreement.

ARTICLE VIII

COMPENSATION AND ADJUSTMENTS

1. ANNUAL AMOUNT/MONTHLY PAYMENTS FOR THE JDC. The base amount to be paid by the County to Wellpath is Four Hundred Eighty-Four Thousand, Seven Hundred Sixteen Dollars and Seventy-Five Cents (\$484,716.75) for a period of seventeen (17 months), payable in equal monthly installments. Each monthly installment shall be at Twenty-Eight Thousand, Five

Hundred Twelve Dollars and Seventy-Five Cents (\$28,512.75), pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to Wellpath on or before May 1, 2022, for services administered in the month of May 2022. Each monthly payment thereafter is to be paid by the County to Wellpath before or on the 1st day of the month of the month of service.

2. ANNUAL AMOUNT/MONTHLY PAYMENTS FOR THE JAIL. Between May 1, 2022 and September 30, 2022, the base amount to be paid by the County to Wellpath is One Million Two Hundred and Ninety-Three Thousand Three Hundred and Sixty-Five Dollars and Eighty-Five Cents (\$1,293,365.85) for a period of five (5) months, payable in equal monthly installments. Each monthly installment shall be at Two Hundred and Fifty-Eight Thousand Six Hundred and Seventy-Three Dollars and Seventeen Cents (\$258,673.17), pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to Wellpath on or before May 1, 2022, for services administered in the month of May 2022. Each monthly payment thereafter is to be paid by the County to Wellpath before or on the 1st day of the month of the month of service. Beginning October 1, 2022, the monthly installment shall increase to Two Hundred and Seventy-Six Thousand and Sixty-Four Dollars and Forty-Two Cents (\$276,064.42)(or \$3,312,773.04 annualized).

3. QUARTERLY RECONCILIATION PROCESS. Wellpath shall provide a quarterly reconciliation to the County for any amounts owed by either Party pursuant to the terms of this Agreement, including, but not limited to:

- a. Adjustments for Costs in Excess of Cap Amounts. The quarterly reconciliation shall include any amounts paid by Wellpath in excess of the financial limits listed in this Agreement. The compensation payable to Wellpath by the County shall be increased by any costs paid by Wellpath in excess of the financial limits listed in Article I, Section 21.
- b. Adjustments for Material Changes in Scope, Circumstances, or Emergency Circumstances. If at any time during the Term of this Agreement, the County requests a change in the scope, volume, quality/degree or quantum of services to be provided by Wellpath, or the scope of services set out herein must materially be changed as a result of any of the following, any of which would result in an increase to the cost of providing the services or which Wellpath notifies the County affects Wellpath's ability to provide the requested scope of services under the circumstances (a "Material Change Circumstance"), including, but not limited to any of the following:
 - i. There is or are new, amended, and/or repealed law(s) or regulation(s) (including statutes, codes, agency orders/memoranda and/or case law), or changes to the County's policies, procedures, practices, or circumstances, any or all of which render performance under the Agreement partially or completely impracticable or impossible under the Agreement's existing terms;
 - ii. The United States Food and Drug Administration ("FDA") or another regulatory body approves (or issues an emergency use authorization for) a new therapy/ies or treatment modality/ies, there are changes to

legal/regulatory requirements concerning the treatment of the County's inmates or detainees, and/or changes to the applicable standard of care that materially impact Wellpath's ability to provide services and/or costs under the Agreement;

- iii. Wellpath's performance hereunder is impacted by any event related to a Public Health Emergency (PHE) declared pursuant to Section 319 of the Public Health Service Act, a Disaster declaration pursuant to the Stafford Act (2 U.S.C. §§ 5121-5207), or any similar announcement or proclamation made by the Federal Government or any Federal Agency, any Federally recognized Native American Tribe, or any State, County/Parish or Local Government pursuant to an analogous provision of Federal or non-Federal law or rule (each, an "Emergency Circumstance").

the parties shall follow the procedures outlined in below:

In the event of the occurrence of any Material Change Circumstance, upon notice from a Party, the Parties shall meet and in good faith re-negotiate the terms of this Agreement. Neither Party shall unreasonably delay or withhold consent to such negotiations, or the proposed modifications resulting from such negotiations. In the event the Parties are not able to reach mutually acceptable changes to the Agreement after thirty (30) days, either Party may thereafter terminate the Agreement without cause upon providing ninety (90) days' notice thereafter.

ARTICLE IX

TERM AND TERMINATION

1. **TERM.** The interim term of this Agreement shall be from May 1, 2022 at 12:01 a.m. through September 30, 2022 at 11:59 p.m. Thereafter, the initial term of this Agreement shall begin on October 1, 2022 for a period of five (5) years. Additionally, this Agreement shall have three (3) options to renew and each said renewal option shall extend for a period of two (2) years. The renewal options shall be under like terms and subject to the negotiation of mutually agreed-upon compensation adjustments.

- a. **Renewal.** At the conclusion of each Contract Year, beginning October 1, 2022, and upon each subsequent renewal of this Agreement pursuant to Section 1, the Parties shall negotiate an increase in accordance with CPI of a minimum of 3.0% of the annual amount as defined below.
- b. **CPI Increases.** A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index for a defined month prior to the renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the Agreement renewal date. However, the annual amount due for any year will not be less than the annual amount for the prior year. The "Price Index" is defined as the Consumer Price Index – All Urban Consumers, U.S. City Average, Medical Care Services

(1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.

2. TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this Agreement shall be subject to annual appropriations by the County.

- a. Good Faith. Recognizing that termination for lack of appropriations may entail substantial costs for Wellpath and the County, the County shall act in good faith and make every effort to give Wellpath reasonable advance notice of any potential problem with funding or appropriations.
- b. Notice. If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, the County may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days advance written notice to Wellpath.

3. TERMINATION DUE TO WELLPATH'S OPERATIONS. The County reserves the right to terminate this Agreement immediately upon written notification to Wellpath in the event that Wellpath discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both Parties agree that termination under this provision will be considered without cause.

4. TERMINATION FOR CAUSE. The Agreement may be terminated for cause under the following provisions:

- a. Termination by Wellpath. Failure of the County to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by Wellpath upon sixty (60) days advance written notice to the County specifying the termination effective date and identifying the "basis for termination." The County shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the County shall have ten (10) days to provide a written response to Wellpath. If the County provides a written response to Wellpath which provides an adequate explanation for the "basis for termination" and the County cures the "basis for termination" to the satisfaction of Wellpath, the sixty (60) day notice shall become null and void and this Agreement will remain in full force and effect. Termination under this provision shall be without penalty to Wellpath.
- b. Termination by County. Failure of Wellpath to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by the County who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The County shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice Wellpath shall have ten (10) days to provide a written response to the County. If Wellpath provides a written response to the County which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the County, the sixty (60) day notice

shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the County.

5. TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this Agreement, the County or Wellpath may, without prejudice to any other rights it may have, terminate this Agreement for their convenience and without cause by giving ninety (90) days advance written notice to the other Party.

6. COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by any of the Parties to this Agreement, the County shall pay Wellpath for all services rendered by Wellpath up to the date of termination of the Agreement regardless of the County's failure to appropriate funds.

7. PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this Agreement, Wellpath shall be allowed to remove from the Jail and JDC any stock medications or supplies purchased by Wellpath that have not been used at the time of termination. Wellpath shall also be allowed to remove its property from the Jail and JDC including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

ARTICLE X

LIABILITY AND RISK MANAGEMENT

1. INSURANCE COVERAGE. Wellpath shall, at its sole cost and expense, procure and maintain during the term of this Agreement, the following coverage and limits of insurance:

- a. Medical Malpractice/Professional Liability. Medical Malpractice/Professional Liability insurance in an amount not less than \$2,000,000 per occurrence.
- b. Comprehensive General Liability. Comprehensive General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate.
- c. Worker's Compensation. Worker's Compensation coverage as required by applicable state law.

2. PROOF OF INSURANCE. Wellpath shall provide the County proof of professional liability or medical malpractice coverage for Wellpath's healthcare staff, employees, agents and subcontractors, for the term services are provided under this Agreement. Wellpath shall promptly notify the County, in writing, of each change in coverage, reduction in policy amounts, or cancellation of insurance coverage. If Wellpath fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the County shall be entitled to terminate this Agreement without penalty to the County pursuant to the terms of Article IX, Section 3.

3. INDEMNIFICATION BY WELLPATH. WELLPATH AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY, ITS OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LAWSUITS,

DAMAGES, JUDGMENTS, OR LIABILITIES OF ANY KIND WHATSOEVER CAUSED BY, BASED UPON OR ARISING OUT OF ANY ACT, CONDUCT, MISCONDUCT OR OMISSION OF WELLPATH, ITS AGENTS, EMPLOYEES, OR INDEPENDENT CONTRACTORS IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF ITS DUTIES UNDER THIS AGREEMENT.

4. INDEMNIFICATION BY COUNTY. THE COUNTY AGREES TO INDEMNIFY AND HOLD HARMLESS WELLPATH, ITS OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LAWSUITS, DAMAGES, JUDGMENTS OR LIABILITIES OF ANY KIND WHATSOEVER CAUSED BY, BASED UPON OR ARISING OUT OF ANY ACT, CONDUCT, MISCONDUCT OR OMISSION OF COUNTY, ITS AGENTS, EMPLOYEES, OR INDEPENDENT CONTRACTORS WITH THE PERFORMANCE OR NON-PERFORMANCE OF ITS DUTIES UNDER THIS AGREEMENT. THIS PROVISION, HOWEVER, SHALL NOT BE CONSIDERED AND SHALL NOT BE CONSTRUED TO BE A WAIVER OF ANY DEFENSE, INCLUDING SOVEREIGN OR OFFICIAL IMMUNITY, TO ANY CLAIM AGAINST THE COUNTY BY AN INMATE, EMPLOYEE OF WELLPATH, OR ANY OTHER PERSON IN ANY WAY WHATSOEVER.

- a. THE COUNTY AGREES TO PROMPTLY NOTIFY WELLPATH IN WRITING OF ANY INCIDENT, CLAIM OR LAWSUIT OF WHICH THEY BECOME AWARE AND SHALL FULLY COOPERATE IN THE DEFENSE OF SUCH CLAIM. THE COUNTY AGREES THAT WELLPATH'S INDEMNIFICATION AND DEFENSE OBLIGATIONS DO NOT APPLY FOR ANY COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES OR SETTLEMENTS, INCURRED OR EFFECTED PRIOR TO WRITTEN NOTICE TO WELLPATH AS SET FORTH ABOVE. UPON WRITTEN NOTICE OF CLAIM, WELLPATH SHALL TAKE ALL STEPS NECESSARY TO PROMPTLY DEFEND AND PROTECT THE COUNTY FROM AN INDEMNIFIED CLAIM, INCLUDING RETENTION OF DEFENSE COUNSEL.

5. HIPAA. Wellpath, the County, Jail, JDC, and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this Agreement. The County, Jail, JDC, and their employees and agents shall indemnify and hold harmless Wellpath from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the County and its employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of Wellpath.

ARTICLE XI

MISCELLANEOUS

1. INDEPENDENT CONTRACTOR STATUS. It is mutually understood and agreed, and it is the intent of the Parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be

construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the County to exercise control or direction over the manner or methods by which Wellpath, its employees, agents or subcontractors perform hereunder, or Wellpath to exercise control or direction over the manner or methods by which the County and its employees, agents or subcontractors perform hereunder, other than as provided in this Agreement.

2. SUBCONTRACTING. In performing its obligations under the Agreement, it is understood that Wellpath is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements Wellpath may engage physicians or other clinicians as independent contractors (“Contract Professionals”), rather than employees, in order to supply the clinical services required under this Agreement. Wellpath shall engage Contract Professionals that meet the applicable professional licensing requirements and Wellpath shall exercise administrative supervision over such Contract Professionals as necessary to ensure the fulfillment of the obligations contained in this Agreement. Contract Professionals shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that Wellpath may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this Agreement.

3. AGENCY. For purposes of asserting any statutory rights afforded to the County to pay providers for medical services at certain reduced rates, County designates Wellpath as their agent to assert such rights and privileges.

4. EQUAL EMPLOYMENT OPPORTUNITY. Wellpath shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. Wellpath shall distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.

5. WAIVER OF BREACH. The waiver of either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

6. OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The Parties acknowledge that Wellpath is neither bound by or aware of any other existing contracts to which the County is a party and which relate to the providing of health care to inmates at the Jail or detainees at the JDC. The Parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is for

their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

7. FORCE MAJEURE. In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, said Party is unable to prevent; the Party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

8. CHANGES IN SCOPE. If at any time during the Term of this Agreement, there is a material change in the scope of services provided by Wellpath as a result of new, amended, and/or a repealed law or laws (including statutes, codes, and/or case law), related legislation, and/or applicable regulations, the Parties hereby agree to re-negotiate the affected terms of this Agreement in good faith, and within a reasonable time not to exceed thirty (30) days from the effective date of the material change. In the event the Parties are not able to re-negotiate the affected terms of this Agreement, either Party may terminate the Agreement without cause upon providing sixty (60) days advance written notice.

9. ASSIGNMENT. Except as otherwise provided herein, no Party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Parties; provided however, that Wellpath may assign its rights or delegate its duties to an affiliate of Wellpath, or in connection with the sale of all or substantially all of the stock assets or business of Wellpath, with the prior written consent of the other Parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.

10. NOTICES. Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the Parties listed below; or (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the Party at the address below:

If for Wellpath:
Wellpath LLC
Attn: Chief Legal Officer
3340 Perimeter Hill Drive
Nashville, TN 37211

If for County:
Hays County
Attn: County Judge
111 East San Antonio Street, Ste. 300
San Marcos, Texas 78666

Such address may be changed from time to time by either Party by providing written notice as provided above.

11. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflicts of laws or rules of any jurisdiction. Venue for any claims or controversies arising under the terms of this Agreement shall lie in a court of competent jurisdiction in Hays County, Texas or in the United States District Court for the Western District of Texas—Austin Division, if applicable.

12. EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable Party hereto and have the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other than any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

13. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

14. TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

15. SEVERABILITY. In the event that any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and Agreements that have been made in connection with the subject matter hereof. This Agreement may be amended at any time, but only with the written consent of all Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

AGREED TO AND ACCEPTED AS STATED ABOVE:

COUNTY OF HAYS, TEXAS

WELLPATH LLC

Ruben Becerra
County Judge

Justin Searle
President, Local Government Health

Date

Date

EXHIBIT A

STAFFING MATRIX FOR THE HAYS COUNTY JAIL

(from May 1, 2022, through September 30, 2022)

Hays County Jail (Adult)									
TITLE	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	FTEs
Days									
Health Service Administrator	8	8	8	8	8			40	1.000
Director of Nursing	8	8	8	8	8			40	1.000
Medical Director			4					4	0.100
Administrative Assistant	8	8	8	8	8			40	1.000
Mid Level Provider				8				8	0.200
Registered Nurse	12	12	12	12	12	12	12	84	2.100
Licensed Vocational Nurse	22	22	16	16	16	16	16	124	3.100
EMT	12	12	12	12	12	12	12	84	2.100
Psychiatrist	6							6	0.150
Psychiatric Nurse Practitioner								0	0.000
Mental Health Coordinator	8	8	8	8	8			40	1.000
Mental Health Professional	16	16	16	16	16	10	10	100	2.500
<i>Subtotal</i>								570	14.25
Nights									
Licensed Vocational Nurse	12	12	12	12	12	12	12	84	2.10
Certified Medication Aide/MA	12	12	12	12	12	12	12	84	2.10
EMT	12	12	12	12	12	12	12	84	2.10
<i>Subtotal</i>								252	6.30
TOTAL								822	20.550

STAFFING MATRIX FOR THE HAYS COUNTY JAIL

(beginning October 1, 2022)

Hays County Jail (Adult)									
TITLE	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	FTEs
Days									
Health Service Administrator	8	8	8	8	8			40	1.000
Director of Nursing	8	8	8	8	8			40	1.000
Medical Director			4					4	0.100
Administrative Assistant	8	8	8	8	8			40	1.000
Mid Level Provider			8	8	8			24	0.600
Registered Nurse	12	12	12	12	12	12	12	84	2.100
Licensed Vocational Nurse	24	24	24	24	24	24	24	168	4.200
Certified Medication Aide/MA	8	8	8	8	8	8	8	56	1.400
Psychiatrist	4							4	0.100
Psychiatric Nurse Practitioner			8		8			16	0.400
Mental Health Coordinator	8	8	8	8	8			40	1.000
Mental Health Professional	16	16	16	16	16	10	10	100	2.500
<i>Subtotal</i>								616	15.40
Nights									
Registered Nurse	12	12	12	12	12	12	12	84	2.10
Certified Medication Aide/MA	12	12	12	12	12	12	12	84	2.10
EMT	12	12	12	12	12	12	12	84	2.10
<i>Subtotal</i>								252	6.30
TOTAL								868	21.70

EXHIBIT B

STAFFING MATRIX FOR THE JUVENILE DETENTION CENTER (from May 1, 2022, through September 30, 2022)

Hays County Juvenile									
TITLE	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	FTEs
Days									
Nurse Practitioner	1.5		1.5					3	0.075
Licensed Vocational Nurse	8	8	8	8	8	8	8	56	1.400
<i>Subtotal</i>								59	1.475
Evenings									
Licensed Vocational Nurse	8	8	8	8	8	8	8	56	1.400
<i>Subtotal</i>								56	1.400
TOTAL								115	2.875

STAFFING MATRIX FOR THE JUVENILE DETENTION CENTER (beginning October 1, 2022)

Hays County Juvenile									
TITLE	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	FTEs
Days									
Nurse Practitioner	1.5		1.5					3	0.075
Licensed Vocational Nurse	8	8	8	8	8	8	8	56	1.400
<i>Subtotal</i>								59	1.475
Evenings									
Licensed Vocational Nurse	8	8	8	8	8	8	8	56	1.400
<i>Subtotal</i>								56	1.400
TOTAL								115	2.875

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 Funding Agreement between Hays County, Texas and the City of San Marcos, Texas, related to improvements to Five Mile Dam Park in Precinct 3 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 26, 2022	\$400,000

LINE ITEM NUMBER

Interest Savings - 2007 Parks Bond Funds (Fund 150)

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

The City is proposing to match the County's contribution with approximately \$392,000. Improvements will include field lighting, security lighting, facility repairs, and possible expansion of storage areas related to operations.

INTERLOCAL FUNDING AGREEMENT

This Funding Agreement (the “Agreement”) is made and entered into to be effective as of _____, 2022 between Hays County, a political subdivision of the State of Texas (the “County”), 712 South Stagecoach Trail, Suite 2057, San Marcos, Texas, 78666 and The City of San Marcos, a Texas Home Rule Municipality, (the “City”), 630 E. Hopkins, San Marcos, Texas 78666, in an effort to make improvements to Five Mile Dam Park. County and City may be referred to, collectively, as “the Parties” or “the Parties to this Agreement.”

RECITALS

WHEREAS, Hays County and the City of San Marcos came together in 2005 to work in collaboration on the development of County-owned Property now known as Five Mile Dam Park (“the Property”), a map of which is attached hereto as Exhibit “A”; and

WHEREAS, the City agreed to operate and maintain the Property once it had been satisfactorily completed including keeping the site free from accumulations of trash and rubbish and proved routine maintenance to the fields, irrigation system and lighting of the complex; and

WHEREAS, Hays County and the City of San Marcos recognize the need to make some improvements to the Property including expanding the field lighting and the lighting in parking areas, as well as minor building improvements; and

WHEREAS, the County wishes to contribute funding not to exceed the Four Hundred Thousand dollars (\$400,000.00 USD), funding collected from interest savings on the 2007 Parks and Open Space Bond, toward such improvements to the Project; and

WHEREAS, the City wishes to obtain, manage and oversee the contractors needed to complete the agreed upon improvements, and to contribute matching funds in the amount of Three Hundred and Ninety-Two Thousand dollars (\$392,000.00 USD);

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

ARTICLE 1 PURPOSE

The purpose of this Agreement is to set forth the terms and conditions under which the County will provide funding in an amount not to exceed the Four Hundred Thousand dollars (\$400,000.00 USD) for the following improvements to the Property: 1) Installation of lighting on Fields Seven and Eight, 2) Retrofitting of LED lighting on existing field lights (Fields Five and Six), and the following optional improvements, as availability of funding provides, 3) Installation of lighting in the western portion(s) of the parking area, 4) repair and/or removal of existing alternative energy improvements, and 5) expansion of storage outbuildings in support of operations (collectively, “the Improvements”).

ARTICLE 2
OBLIGATIONS AND FUNDING FROM THE CITY

2.1 The City agrees to utilize the funds that it receives under this Agreement along with funds contributed by the City in the amount of Three Hundred and Ninety-Two Thousand dollars (\$392,000.00 USD) to pay for expenses related to the Improvements at Five Mile Dam, and in compliance with all the terms and conditions specified in this Agreement.

2.2 The City shall pursue the steps necessary to achieve substantial completion of the work with commercially reasonable diligence.

ARTICLE 3
OBLIGATIONS OF THE COUNTY

3.1 The County shall pay to the City a sum not to exceed Four Hundred Thousand dollars (\$400,000.00 USD) in current funds, which unless otherwise agreed by the County, shall only be applied to the Improvements that are the subject of this Agreement, with priority given to the field lighting referenced in items 1) and 2) in Article 1, above.

3.2 The Parties agree that the County's contribution for the Improvements shall not exceed Four Hundred Thousand dollars (\$400,000.00 USD).

ARTICLE 4
TERM AND TIME OF PERFORMANCE

The effective date of this agreement shall be the date last executed by the Parties, below (the "Effective Date"). The term of the Agreement shall continue from the Effective Date until the completion of the work described above. The obligations of the Parties shall continue during the Term.

ARTICLE 5
SUCCESSORS AND ASSIGNS

The County and the City, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all covenants of this Agreement. The County shall not assign any interest in this Agreement without the written consent of the City.

ARTICLE 6
NOTICE

Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications related to non-compliance issues required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt,

or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to the County:

Hays County
Attn: County Judge
111 E. San Antonio, Suite 300
San Marcos, Texas 78666

If to the City:

City of San Marcos
Attn: City Manager's Office
630 E. Hopkins
San Marcos, Texas 78666

**ARTICLE 7
DISPUTE RESOLUTION**

7.1 Negotiation. The Parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Contract. If a controversy or claim should arise, the Parties agree to each select a Representative and to have those Representatives meet at least once to attempt in good faith to resolve the dispute. For such purpose, any Party may request the others to meet within ten (10) days, at a mutually-agreed-upon time and place. The Parties shall, within ten (10) days after the Effective Date of this Contract, each designate to the other their respective Representatives, who shall be an executive-level individual with authority to settle disputes. Each of the Parties may change the designation of its Representative, but shall maintain at all times during the term of this Contract a designated Representative and shall ensure that the other Parties are notified of any change in the designation of its Representative.

7.2 Mediation. If the dispute has not been resolved within sixty (60) days after the first meeting of the designated Representatives (or such longer period of time as may be mutually agreed upon), any of the parties may refer the claim or controversy to non-binding mediation conducted by a mutually-agreed-upon party qualified to perform mediation of disputes related to the subject matter of this Agreement (herein referred to as the "Mediator") by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. The Parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the dispute. Should the Mediator ever be unable or unwilling to continue to serve, the parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

7.3 Litigation. If the dispute is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within ninety (90) days after the first meeting between Representatives (or such longer period of time as may be mutually agreed upon), any of the Parties may commence litigation to resolve the dispute in any Texas state court of competent jurisdiction, or in the United States District Court for the Western District of Texas to the extent said Court shall have jurisdiction over the matter.

ARTICLE 8 MISCELLANEOUS

8.1 Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the City and supersedes all prior negotiations, representations or arguments either written or oral.

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

8.3 Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

8.4 Indemnification. It is understood and agreed between the Parties that the County and the City, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **THE COUNTY ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT, AND, TO THE EXTENT PERMITTED BY LAW, THE CITY AGREES TO INDEMNIFY, DEFEND AND HOLD THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM ANY SUCH LIABILITIES**

8.5 Construction. The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. Recitals are incorporated into the Agreement for all purposes. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term “will” is mandatory. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

8.6 Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have not legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8.7 No Waiver. No waiver by the County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

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

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

8.11 Counterparts. This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

8.12 Right to Audit. County shall, upon five (5) days' written notice to City, have a right to inspect all receipts, invoices, proofs of purchase, records of employee activity, records of expenditures, and other relevant data related to this Agreement. Unless otherwise requested by City, County's inspection shall be performed between the hours of 8 a.m. and 5 p.m., Monday through Friday. City shall ensure that any subcontract executed by City in furtherance of this Agreement includes an obligation by subcontractor to turn over, upon written request by City, all receipts, invoices, proofs of purchase, records of employee activity, and records of expenditures related to this Agreement. County shall have the same right under this Section to inspect subcontractor materials as it does City materials. This Section shall survive termination of this Agreement, and shall remain in effect for five (5) years from the commencement of this Agreement.

(AKNOWLEDGMENTS ON THE FOLLOWING PAGE)

This Interlocal Funding Agreement is hereby EXECUTED on this ____ day of _____, 2022.

County of Hays:

By: _____
Ruben Becerra
Hays County Judge

ATTEST:

Elaine H. Cardenas MBA PhD, Hays County Clerk

The City of Wimberley

By: _____
Stephanie Reyes
Interim City Manager

ATTEST:

Tammy Cook, San Marcos City Clerk

EXHIBIT “A”

FIVE MILE DAM SOCCER COMPLEX
Field Layout

4400 Old Stage Coach Rd
San Marcos, TX 78666



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 712 S. Stagecoach Trail, San Marcos in Pct.3. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

April 26, 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

SHELL

N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code consultation with counsel and deliberation regarding employment and duties of all individual positions within the Hays County Auditor's Office. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

April 26, 2022

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

001-606-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Marisol Villarreal-Alonzo

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Summary to be provided to Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Windy Hill in Pct. 1. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

April 26, 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.

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 employment and duties of all individual positions within the combined emergency communications center of the Hays County Sheriff's Office. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

April 26, 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

INGALSBE

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 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Laser Lemon and Project Fire Engine Red. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

April 26, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

M. Kennedy

SPONSOR

JONES

CO-SPONSOR

INGALSBE

SUMMARY

Summary to be provided in Executive Session.